New Jersey Court of Errors & Appeals.

BETWEEN

HENRY ROBINSON and WILLIAM H. PARSONS, *Appellants*,

AND

DAVID C. URQUHART, EDWARD M. DAVIS, JONATHAN P. BURTON, CHARLES W. WHARTON, JOHN DURBORROW, GODFREY W. STEINBRENNER, HENRY EARLE, ALBERT GARDNER, SARAH M. HALL, JOHN M. KAIGHN, JOHN JAMES SMYTHE, FRANCIS LEE, JOHN B. MEYERS, and WILLIAM P. TATEM, *Respondents*.

On Appeal from Decree of Chancellor.

Bill for Inquiry and Relief, &c.

IN CHANCERY.

To the Honorable Benjamin Williamson, Chancellor of the State of New Jersey.

Humbly complaining, show unto your honor, your orators, Henry Robinson and William H. Parsons, of the city of New York, in the state of New York, who file this bill as well for and in behalf of themselves, as of such other of the creditors of David C. Urquhart as may come in and aid in the expenses and prosecution hereof—that on or about the twenty-fifth day of July, A. D. eighteen hundred and fifty-one, the said David C. Urquhart, being justly and truly indebted to your orators as partners—trading in the name of Henry Robinson & Co. in the sum of nine hundred and five dollars and forty-eight cents, for certain goods, wares and merchandize thereto-

fore sold and delivered by your orators, as partners as aforesaid to him, made and delivered to your orators his certain promissory note in the name of "Urquhart & Co." bearing date the day and year aforesaid, for the said sum of nine hundred and five dollars and forty-eight cents, payable to your orators, by the name of "Henry Robinson & Co." six months after the date thereof; and that on or about the tenth day of August, A. D. eighteen hundred and fifty-one, the said David, being still further justly and truly indebted to your orators as partners as aforesaid, in the further sum of nine hundred and five dollars and forty-seven cents, for certain other goods, wares and merchandize, theretofore sold and delivered by your orators to him, made and delivered to your orators his certain other promissory note in the name of Urquhart & Co. bearing date the day and year last aforesaid, for the said sum of nine hundred and five dollars and forty-seven cents, payable to your orators by the name of Henry Robinson & Co. six months after the date thereof; of which two promissory notes your orators now are, and ever since the making thereof as aforesaid, have been the bona fide holders, the same having never been paid or in any wise satisfied.

And your orators further show, that on or about the second day of June, A. D. eighteen hundred and fifty-one, the said David C. Urquhart, being justly and truly indebted to certain persons trading in the name of S. A. Cochrane & Co. in the sum of twelve hundred and sixty-nine dollars and fifty cents, for certain goods, wares and merchandize theretofore sold and delivered by them to said David, made, endorsed and delivered to said S. A. Cochrane & Co. his certain promissory note, bearing date the day and year last aforesaid, for the said sum of twelve hundred and sixty nine dollars and fifty cents, payable to the order of the said David C. Urquhart, by the name of "Urquhart & Co." eight months after the date thereof; and that on or about the first day of September, A. D. eighteen hundred and fifty-one, the said David, being justly and truly indebted to the said S. A. Cochrane & Co. in the further sum of seven hundred and sixty dollars and nineteen cents, for certain other goods, wares and merchandize theretofore sold and delivered by them to him, made and delivered to said S. A. Cochrane & Co. his certain other promissory note, by the name of "Urquhart & Co." bearing the date the day and year last aforesaid, for the said sum of seven hundred and sixty dollars and nineteen cents, payable to the said S. A. Cochrane & Co. or order six months after the date thereof; and that on or about the first day of October, A. D. eighteen hundred and fifty-one, the said David, being justly and truly indebted to said "S. A. Cochrane & Co." in the further sum of four hundred and five dollars and thirty-five cents, for certain other goods, wares and merchandize theretofore

sold and delivered by them to him, made and delivered to said S. A. Cochrane & Co. his certain other promissory note by the name of Urquhart & Co. bearing date the day and year last aforesaid, for said sum of four hundred and five dollars and thirty-five cents, payable to the said S. A. Cochrane & Co. or order, six months after the date thereof; which last three mentioned and described promissory notes so as aforesaid made and delivered to the said S. A. Cochrane & Co. they afterwards, and before the payment thereof, endorsed and delivered for a good and valuable consideration to Henry Robinson, one of your orators, who is now, and ever since has been the bona fide holder thereof; the same having never been paid or in any wise satisfied.

And your orators further show unto your honor, that on or about the sixteenth day of October last, your orators, being the holders of the two promissory notes first above mentioned, and the same having been then long due and wholly unpaid as aforesaid, caused an action to be instituted thereon in the Circuit Court in and for the county of Camden, and such proceedings were thereupon had in said Circuit Court, that on the twenty-eighth day of November last, your orators recovered a judgment therein against the said David C. Urquhart, for the sum of two thousand three hundred and thirty-three dollars and eighty-six cents damages, and twenty-five dollars and fifty-nine cents costs, amounting in the whole, to the sum of twenty-three hundred and fifty-nine dollars and forty-five cents, upon which judgment, on the same day of the recovery thereof, your orators caused a writ of execution to be issued out of said court, directed to the then sheriff of the county of Camden, against the real and personal estate of said David, in said county returnable to the next January term of said court, and after being duly recorded, your orators caused the same to be delivered to the said sheriff for execution, in whose hands the said writ now is with instructions, in behalf of your orators, to levy upon a certain farm of about one hundred and eight acres and eighty-seven hundredths of an acre of land, situate in the township of Delaware in said county, and hereinafter more particularly referred to, as the property of said David, that being the only property known to your orators in which said David has any title or interest, within said county.

And your orators further show, that at or about the same time that said action was instituted in said Circuit Court, Henry Robinson, one of your orators, being the holder as aforesaid, of the remaining three promissory notes above described, and which had been endorsed and delivered to him as aforesaid by the said S. A. Cochrane & Co. and the same being due and wholly unpaid as aforesaid, caused a certain other action to be instituted in said Circuit Court, and such proceedings were thereupon afterwards had in said Circuit

Court, that the said Henry Robinson, one of your orators, on the same twenty-eighth day of November last, recovered, also, therein, a judgment against the said David C. Urquhart, for the sum of thirty-one hundred and thirty dollars and forty-nine cents damages, and twenty-five dollars and fifty-nine cents costs, amounting in the whole to the sum of thirty-one hundred and fifty-six dollars and eight cents, upon which judgment, on the same day of the recovery thereof, he, the said Henry, caused a writ of execution to be issued out of said court, directed to said sheriff, against the real and personal estate of said David, in said county, returnable to the next January term of said court, and after being duly recorded, the said Henry caused the same to be delivered, also to said sheriff for execution, in whose hands the same now is, with instructions in behalf of said Henry, to levy, also, upon said farm.

And your orators further show, that the aforesaid two judgments and executions thereon, are wholly unpaid and unsatisfied.

And your orators further show, that on or about the twenty-fifth day of March, A. D. eighteen hundred and fifty-three, the said David C. Urquhart purchased and had conveyed to him in fee simple, the aforesaid farm, called and known as "Bloomfield Cottage Farm," situate as aforesaid, in the township of Delaware, in said county of Camden, and containing as aforesaid, one hundred and eight acres and eighty-seven hundredths of an acre, which at the time of the said conveyance thereof to him was encumbered by two certain mortgages, which had been executed by one Isaac Mickle, the former owner thereof, and his wife to one Sarah M. Haines, one whereof was to secure the payment of three thousand dollars and interest thereon, and the other was to secure the payment of fifteen hundred and fifty dollars and interest thereon; and that at or about the time of said conveyance of said farm to him, the said David C. Urquhart, still further encumbered said farm by another mortgage executed by himself and wife, to John W. Mickle, to secure the payment of two thousand one hundred dollars and interest thereon; which several mortgages, amounting in the aggregate, to six thousand six hundred and fifty dollars, exclusive of interest, have never, as your orators have been informed and believe, been paid or satisfied.

And your orators further show, that after the execution of the two mortgages first above mentioned, to the said Sarah M. Haines, she intermarried with one Samuel W. Hall; but before her said marriage, the said Sarah M. Haines, by a certain deed of indenture bearing date the ninth day of June, A. D. eighteen hundred and forty-nine, and of record in the clerk's office of the county of Camden, at Camden, in book J. of deeds, page 134, &c. reciting said then intended marriage, and executed as well by the said Samuel W.

Hall as by herself, assigned and transferred said two mortgages, together with the bonds which they were intended to secure with other property, real and personal, to one John M. Kaighn, in trust, among other things, that the said John M. Kaighn, his heirs and assigns, should from time to time collect, recover and receive the interest and income of said two bonds and mortgages, and other personal property, and after deducting therefrom all the necessary and customary costs, charges and expenses incident thereto, pay over the net proceeds, as the same might be received, to the said Sarah M. Haines, for and during her natural life, and for her sole and separate use and benefit, without any interference or accountability to the said Samuel W. Hall, should the said intended mariage be had and solemnized, or any other or future husband that she might have; and also, in trust, that said John M. Kaighn, his heirs and assigns, should and might, at any time during the continuance of said trust, ask, demand, sue for and recover, either at law or in equity, the principal and interest secured by the said bonds and mortgages, and the same when collected, to re-invest upon such other securities as he or they should deem expedient; and the same again to collect, receive, alter and change at pleasure, and hold the same for the like uses and purposes as herein above expressed and declared, as by reference to said indenture, or said record thereof ready to be produced, will more fully appear, and to which for greater certainty, your orators pray leave to refer.

And your orators further show, that said John M. Kaighn accepted the said trusts reposed in him by said indenture, and thereby became the lawful assignee and owner of said two bonds and mortgages, with the sole power of suing for and collecting the same; and as your orators are informed and believe, is still the lawful assignee and owner of said two bonds and mortgages, with the sole power of suing for and collecting the same, and of giving sufficient acquitances and discharges for the payment of all or any of the moneys secured thereby—the said trusts, as your orators are informed and believe, still existing, not having been in any wise revoked or altered.

And your orators further show, that on or shortly before the tenth day of January, A. D. eighteen hundred and fifty-four, the said David C. Urquhart applied to certain persons in the city of Philadelphia, merchants, trading in the name of "Myers, Claghorn & Co." to loan or advance to him ten thousand dollars, which sum the said Myers, Claghorn & Co. agreed to loan or advance to said David C. Urquhart, by giving their promissory notes for that amount, payable to the order of one Ellis Pilling, a broker employed to aid in negotiating said loan, in exchange

for said Ellis Pilling's notes for a similar amount, payable to the order of said Myers, Claghorn & Co. and to become due a few days earlier than the said notes of Myers, Claghorn & Co. to him; which notes of said Ellis Pilling, were to be secured by certain collaterals agreed upon by said parties: that on or about the said tenth day of January, A. D. eighteen hundred and fifty-four, in pursuance of said arrangement touching said loan, the said Myers, Claghorn & Co. made and executed several promissory notes bearing date the fourteenth day of January, A. D. 1854, amounting in the aggregate, to the sum of ten thousand dollars, payable to the order of the said Ellis Pilling, six months after the date thereof; and thereupon the said Ellis Pilling made and executed his several promissory notes, also, amounting in the aggregate to the sum of ten thousand dollars, bearing date the said tenth day of January, A. D. eighteen hundred and fifty-four, and payable to the order of the said Myers, Claghorn & Co. six months after the date thereof; and as a collateral security to the said Myers, Claghorn & Co. for the payment of the said notes of the said Ellis Pilling to them, the said David C. Urquhart made and delivered, to said Myers, Claghorn & Co. with other collaterals, a certain bond to John B. Myers, one of the firm of said Myers, Claghorn & Co. bearing date the twenty-seventh day of December, A. D. eighteen hundred and fifty-three, in the penal sum of twenty thousand dollars, conditioned to pay the sum of ten thousand dollars and interest thereon in one year after the date thereof, and, also, a certain mortgage on said farm executed by himself, the said David C. Urquhart and wife, to said John B. Myers, to secure the payment of said bond to him according to the said condition thereof.

And your orators further show, that the only consideration of the said bond and mortgage so as aforesaid executed and delivered to the said Myers, Claghorn & Co. was as a collateral security for the payment of the said notes of the said Ellis Pilling to them, that there was no consideration therefor given by the said John B. Myers, in his individual capacity or otherwise, except as one of the members of the said firm of Myers, Claghorn & Co. as collateral security as aforesaid; and that upon the payment or satisfaction of the said notes of the said Ellis Pilling, the said bond and mortgage would cease and become void and of no effect.

And your orators further show, that the said notes so as aforesaid, made by the said Myers, Claghorn & Co. to the said Ellis Pilling, were by said Ellis Pilling procured to be discounted for the benefit of the said David C. Urquhart, and the proceeds thereof paid or handed over by said Ellis to said David C. Urqu-

hart, on or about the same day upon which they were made as aforesaid; and the said notes so as aforesaid made by said Ellis Pilling, were paid at maturity, on or about the thirteenth day of July, A. D. eighteen hundred and fifty-four, and thereupon the said bond and mortgage delivered as collateral security for the payment thereof as aforesaid, became void and of non-effect; but instead of being returned to the said David C. Urquhart or cancelled, the same were permitted to remain uncancelled in the hands of said Myers, Claghorn & Co. until assigned by the said John B. Myers, on or about the twenty-sixth day of September, A. D. eighteen hundred and fifty-five, to one Edward M. Davis, a member of the firm of "E. M. Davis & Co." of the city of Philadelphia, for the use or pretended use of said firm as herein after more particularly stated; which said firm of E. M. Davis & Co. was then composed of the said Edward M. Davis, Charles W. Wharton, Jonathan P. Burton, John Durborrow, Godfrey W. Steinbrenner, Henry Earle, and Albert Gardner.

And your orators further show that after the said bond and mortgage had been deposited with the said Myers, Claghorn & Co. as collateral as aforesaid, on or about the twenty-fourth day of October, A. D. eighteen hundred and fifty-four, one John James Smythe recovered a judgment in the Supreme Court of New Jersey, for about the sum of twenty-three hundred dollars, and issued execution thereon to the sheriff of the county of Camden, who levied upon said David C. Urquhart's interest in said Bloomfield Cottage Farm; and that after the said John James Smythe had recovered said judgment, and issued said execution thereon, on or about the twenty-first day of December, A. D. eighteen hundred and fifty-four, one Francis Lee recovered a judgment in the Circuit Court in and for the county of Camden, against the said David C. Urquhart, for the sum of three thousand five hundred twenty-six dollars and twenty-four cents debt, and four dollars costs, and issued execution thereon to said sheriff, who also levied on David C. Urquhart's interest in said farm.

And your orators further show, that the said David C. Urquhart becoming and being embarrassed by the aforesaid debts, and being otherwise indebted, conceived the fraudulent design of defeating, hindering and delaying his creditors in the collection of their respective debts, by placing the said farm, then worth at least twenty thousand dollars, in the hands of some confidential friend or friends; and that for the purpose of effecting such fraudulent design, he applied to the aforesaid house of E. M. Davis and Co. to aid him in it; several of the aforesaid members of which were the confidential friends of said David; and

the aforesaid Jonathan P. Burton, one of said members, purchased and procured a transfer of the aforesaid judgment in favor of John James Smythe, at the insufficient consideration of seven hundred dollars, by fraudulently representing and holding out to him that the aforesaid satisfied mortgage of ten thousand dollars, which still remained as aforesaid in the hands of Myers, Claghorn & Co. was a valid, subsisting and unsatisfied mortgage; which said seven hundred dollars the said David, shortly after, on or about the twenty-first day of August, A. D. eighteen hundred and fifty-five, paid or satisfied to said Jonathan P. Burton, but the more effectually to carry into effect the aforesaid fraudulent design, suffered to remain, as if unsatisfied, in the hands of said Jonathan.

And your orators further show, that shortly anterior to this time the said sheriff of the county of Camden had advertised the sale of the said farm upon the aforesaid common law executions in favor of John James Smythe and of Francis Lee, and some subsequent executions in his hands, and the time of the said sale thereof approaching, the more effectually to carry out the aforesaid fraudulent design, the said David acting in concert with his said confidential friends, procured an assignment of the said judgment and execution in favor of Francis Lee, to the aforesaid Charles W. Wharton, a member of the said firm of E. M. Davis & Co. for the sum of eight hundred and sixteen dollars, by fraudulently representing and holding out to said Francis that both the said mortgage in the hands of Myers, Claghorn & Co. and said judgment in favor of John James Smythe, were still outstanding, valid and unsatisfied incumbrances on said farm.

And your orators further show, that the said David C. Urquhart, through the aid and by the procurement of his said confidential friends, having obtained as aforesaid, the control of the said two judgments and executions, upon advice and consultation between himself and said Edward M. Davis and Charles W. Wharton, procured the said Charles to attend the sheriff's sale of said farm at the city of Camden, on or about the tenth day of October, A. D. eighteen hundred and fifty-five, and upon the opening of said sale, the said David in the presence and hearing of said sheriff and said Charles W. Wharton and other persons in attendance at said sale, openly and publicly proclaimed, for the fraudulent purpose of depreciating said sale and obtaining a sale thereof for a nominal consideration to the said Charles W. Wharton, whom the said David had procured as aforesaid to attend and bid off said farm for his said David's use, that the said farm was encumbered by mortgages, prior to the judgments and executions on which said sale was being made, to the amount of about seventeen

thousand dollars; immediately after which proclamation the said sheriff sold or cried off said farm to the said Charles W. Wharton, for the nominal sum of five dollars; after which on or about the twentieth day of October, A. D. eighteen hundred and fifty-five, the said sheriff executed and delivered to said Charles W. Wharton, a deed for said farm, bearing date on the day last aforesaid, which deed having been acknowledged before some proper officer, has since been recorded in the clerk's office of the county of Camden, at Camden, in Book Z. of Deeds, page, 254 &c. as by reference thereto, will more fully appear.

And your orators further show and expressly charge, that although the said sale by said sheriff was for the said sum of five dollars, yet that in fact the said Charles W. Wharton paid nothing to the said sheriff therefor.

And your orators further show, that after said sale and conveyance to saidCharles W. Wharton on or about the thirty-first day of October, A. D. eighteen hundred and fifty-five, the said David and his wife in still further execution of the said fraudulent design, made and executed a voluntary release of said farm to said Charles W. Wharton, in order that he might in a future sale thereof, make a title free and clear of the dower of the wife of said David and by such resale realize more money for said David, for whose use it was then contemplated a resale of said farm should be made; and your orators therefore charge, that such release was fraudulent and void as against your orators.

And your orators further show and expressly charge, that at the time the said David C. Urquhart proclaimed as aforesaid, at said sheriff's sale, that the said farm was encumbered by prior mortgages to the amount of about seventeen thousand dollors, that both he and the said Charles W. Wharton well knew that the same was untrue, and that the only unsatisfied mortgages then on said farm, were the aforesaid two mortgages to Sarah M. Haines, and the aforesaid mortgage to John W. Mickle, amounting in the aggregate, to only about seven thousand dollars; and that they well knew that the aforesaid mortgage of ten thousand dollars, in the hands of Myers, Claghorn & Co. was satisfied and no longer any valid incumbrance on said farm; and that they well knew that the aforesaid judgment and execution in favor of John James Smythe had been paid or satisfied by said David C. Urquhart; and your orators therefore and in consideration of the premises respectfully insist and charge, that the said sale and conveyance by said sheriff, as against your orators, was and is fraudulent and void, and ought to be set aside.

And your orators further show, that sometime anterior to the said sheriff's sale, the aforesaid Samuel W. Hall had died, leaving

a widow him surviving, the aforesaid Sarah M. Hall, to whom by the name of Sarah M. Haines, before her aforesaid marriage to him, the aforesaid two bonds and mortgages, one of three thousand dollars and the other of fifteen hundred and fifty dollars had been executed; and the said Sarah M. Hall, having the possession of said two bonds and mortgages, had caused a bill of foreclosure thereon to be filed in this honorable court, in her own name as complainant, without making the aforesaid John M. Kaighn a party, although both the said bonds and mortgages had been assigned in marriage settlement as aforesaid, to the said John M. Kaighn in trust as aforesaid, which assignment and trust, as your orators have been informed and believe, at the time of the filing of said bill of foreclosure was, and still is, in full force and effect; and your orators are advised and believe, and therefore respectfully charge, that the said Sarah M. Hall had no right to file such bill of foreclosure without making the said John M. Kaighn a party, either plaintiff or defendant, to said suit; that the whole proceeding is irregular and illegal without the necessary party before the court; and that any sale of said farm under or by virtue of any decree in said suit, and execution thereon, without the said John M. Kaighn, trustee as aforesaid, being made a party, would be irregular and exposed to the risk of being subsequently set aside and avoided, and would therefore result in the necessary sacrifice of said farm at any such sale: your orators therefore, respectfully insist that no sale ought to be allowed to be made under any such decree and execution.

And your orators further show unto your honor, that in the filing of the aforesaid bill of foreclosure, the aforesaid John W. Mickle was made a party defendant as the holder of the aforesaid mortgage to him; that the said John B. Myers was made defendant as the holder of the aforesaid mortgage to him; and that said John James Smythe and Francis Lee, were each made defendants, as judgment creditors as aforesaid, with other persons, and such proceedings were had in said court, after a decree pro confesso against all the defendants therein, that a final decree was made on or about the fifth day of January, A. D. eighteen hundred and fifty-six, in and by which it was decreed that said farm should be sold to satisfy first, the said complainant Sarah M. Hall, the sum of four thousand nine hundred and seventy-four dollars and forty-four cents, as so much money due her on the aforesaid two bonds and mortgages on which she had filed said bill as complainant as aforesaid; secondly, to satisfy the said John W. Mickle, the sum of two thousand three hundred and thirteen dollars and eighty-five cents, due him on the said bond and mortgage to him; thirdly, to satisfy the said John B. Myers, the sum of

eleven thousand, one hundred and sixty-five dollars, as so much money due him on the aforesaid bond and mortgage of ten thousand dollars, which had been deposited as a collateral as aforesaid, with the said Myers, Claghorn & Co. fourthly, to satisfy the aforesaid John James Smythe the sum of two thousand, three hundred and twenty-nine dollars and seventy-two cents, as so much money due him on the aforesaid judgment so as aforesaid recovered by him against the said David C. Urquhart; fifthly, to satisfy the aforesaid Francis Lee, the sum of one thousand eight hundred and sixty-nine dollars and seventy-eight cents, as so much money due him on the aforesaid judgment so as aforesaid recovered by him against the said David C. Urquhart; sixthly, to satisfy John R. Jaffrey and Edward L. Jaffrey, co-partners, trading in the name of J. R. Jaffrey & Sons, the sum of one thousand, five hundred and fifty-nine dollars and seventy cents as so much money due them on a certain judgment, which they had obtained against the said David C. Urquhart in the Circuit Court in and for the county of Camden; they having been made defendants in said foreclosure suit; and seventhly, to satisfy certain persons trading as "Blackiston & Cox," the sum of one hundred and fifty-three dollars and fifty-one cents, as so much money due them on a certain judgment in their favor against said David C. Urquhart, in the last named court; who had also been made defendants in said suit, besides the sum of one hundred and six dollars and twenty-nine cents, as costs taxed to said complainant; on which decree, so as aforesaid had and made in this honorable court, an execution has issued, directed and delivered to William P. Tatem, who was then sheriff of said county of Camden, requiring him to sell said farm to satisfy the said several sums of money mentioned in said decree, and pay over the same to the said parties therein or to their respective solicitors in the order aforesaid, according to said decree as by reference to said decree and execution will more fully appear, and to which for greater certainty, your orators pray leave to refer.

And your orators further show, that before the making of the said final decree, and the report on which the same is founded, the said David C. Urquhart, acting in concert with his aforesaid confidential friends, had procured the aforesaid satisfied bond and mortgage, in the hands of Myers, Claghorn & Co. to wit, on or about the twenty-sixth day of September, A. D. eighteen hundred and fifty-five, to be assigned by the said John B. Myers, for a fraudulent, nominal, or insufficient consideration to the aforesaid Edward M. Davis, one of the members of the said firm of "E. M. Davis & Co." with an express stipulation by and on the part of the said John B. Myers, contained in his deed of assignment thereof, that he so

assigned the same "without recourse or reclamation upon him in any event, or upon any contingency whatever;" and that after having the same assigned to him as aforesaid, the said Edward M. Davis, acting in concert with the said other members of his said firm, and with the said David C. Urquhart, fraudulently procured the said satisfied bond and mortgage to be presented to the master to whom it had been referred by this honorable court, to report upon the respective claims of the parties in said foreclosure suit, as a valid and unsatisfied bond and mortgage, whereupon the said master reported that there was then, on the sixth day of December, A. D. eighteen hundred and fifty-five, (the date of his report,) the aforesaid sum of eleven thousand one hundred and sixty-five dollars, due thereon to the said John B. Myers, he, the said Edward M. Davis and others, acting in concert with him as aforesaid, well knowing that at that time the said John B. Myers had no interest whatever in said bond and mortgage, and that the same had been fully satisfied as aforesaid; and that at or about the same time, the said Jonathan P. Burton, acting in concert with the other members of the said firm of E. M. Davis & Co. and with the said David C. Urquhart, fraudulently presented to said master, as a valid and unsatisfied judgment, the aforesaid judgment in favor of John James Smythe, whereupon the said master reported that there was then due thereon to the said John James Smythe, the aforesaid sum of twenty-three hundred and twenty-nine dollars and seventy-two cents, he, the said Jonathan B. Burton, and others acting in concert with him as aforesaid, well knowing that at that time the said John James Smythe had no interest whatever in the said judgment, that the same had been assigned as aforesaid, to said Jonathan P. Burton, and was fully satisfied; and that at or about the same time, the said Charles W. Wharton, acting in concert with the other members of the said firm of E. M. Davis & Co. and with the said David C. Urquhart, fraudulently presented to said master as a valid and unsatisfied judgment, the aforesaid judgment in favor of Francis Lee, whereupon the said master reported that there was then due thereon to the said Francis Lee, the aforesaid sum of eighteen hundred and sixty-nine dollars and seventy-eight cents, he, the said Charles W. Wharton and others, acting in concert with him as aforesaid, then well knowing that the said Francis Lee had no interest whatever in the said judgment, that the same had been assigned as aforesaid to the said Charles W. Wharton, and as your orators believe and charge, fully paid and satisfied by arrangement between the said firm of E. M. Davis & Co. or some of the said members thereof, and the said David C. Urquhart.

And your orators further show unto your honor and respectfully insist and charge, that the said final decree, so far forth as the same decrees the aforesaid sums to be due to the said John B.

Myers, John James Smythe and Francis Lee, respectively, is erroneous; that the same was procured, as aforesaid, by and through the fraudulent conduct and contrivances of the aforesaid members of the said firm of E. M. Davis & Co. and said David C. Urquhart, and that the same ought to be opened, set aside or corrected in such way as to exclude the aforesaid satisfied mortgage and judgments; or else that all moneys that shall or may be made under said decree and execution thereon, except so much thereof as may be necessary to pay and satisfy the moneys decreed as aforesaid to be paid to said complainant Sarah M. Hall, and the said defendant, John W. Mickle, should be paid into this honorable court, to abide the future order or decree thereof.

And your orators further show, that whenever the aforesaid proceedings in said foreclosure suit shall be so corrected as to make the said John M. Kaighn a party, and said decree corrected so that an undoubted title can be made by a sale of the said farm thereon, in order that the said complainant, Sarah M. Hall, or those who may be properly entitled to have and receive the aforesaid moneys so as aforesaid decreed to be due and payable to her as aforesaid, may be in no wise unreasonably hindered or delayed in the collection of the said moneys due and owing them as aforesid, by reason of this proceeding, your orators here tender themselves ready and prepared to pay to said Sarah M. Hall, or such person as may be entitled to have and receive the said moneys due to her, all the said moneys so as aforesaid decreed to be paid to her as aforesaid, and interest thereon from the aforesaid date of said master's report; or to pay the same into this court for her use or benefit, under such order or decree, touching the same as your honor shall deem equitable and just, she, the said Sarah M. Hall, or such person or persons as may have lawful authority so to do, assigning to your orators the aforesaid securities for her said claim, in such form as may be equitable and just to secure such claim to your orators, they admitting the same to be just and equitable.

And your orators further show, that in order that the said John W. Mickle might not be unjustly delayed in the collection of the said moneys so as aforesaid decreed to be paid to him by reason of this proceeding, your orators called upon him and tendered him the said moneys and interest thereon from the date of said master's report, which he accepted, and on the day of the date hereof, he, the said John W. Mickle, in consideration of the full amount of said moneys paid him by your orators, by his deed of assignment duly executed under his hand and seal, assigned and transferred his said bond and mortgage and decree thereon in his favor to your orators, who now own and hold the

same in their own right, the said John W. Mickle, having no longer any interest therein, as by reference to said deed of assignment in possession of your orators, will more fully appear.

And your orators further show, that the said William P. Tatem, (to whom said writ of execution on said final decree was delivered as aforesaid, and now late sheriff of said county of Camden,) has advertised the sale of said farm under said execution, on Wednesday, the seventeenth day of this present month of December, and threatens to sell said farm on that day, and your orator believes will on that day sell said farm under said execution, and pay over the proceeds thereof, according to the directions of said writ, unless he shall be restrained therefrom by this honorable court.

And your orators further show unto your honor, that they reside in the city of New York, and had no knowledge or information of the aforesaid proceedings until recently, since the commencement of the aforesaid suits against the said David C. Urquhart, on which your orators obtained their said judgments against him as herein before set forth; and that they have, at the earliest day after being informed thereof, and satisfying themselves as to their substantial truth, caused this, their bill of complaint, to be prepared, as well for their own relief as for the relief of such other of the creditors of said David C. Urquhart as may choose to come in and aid in the prosecution hereby.

And your orators further show, that they have by their counsel applied to the counsel of said Sarah M. Hall, who is also the counsel of the said E. M. Davis & Co. to ascertain from him who now holds the aforesaid bonds and mortgages on which she filed her said bill of complaint, and the said decree thereon, and whether he or the holder thereof will accept the amount decreed to be paid said Sarah M. Hall, as aforesaid, with her costs and interest thereon, and was informed by said counsel that the said bonds, mortgages and decree have been assigned to said Edward M. Davis, and that he will not accept the amount of said decree and costs and interest in favor of said Sarah M. Hall, without the payment also of the amount decreed to be paid to said John B. Myers, as aforesaid, and that it was unnecessary, therefore, to tender anything less— and your orators charge that the said Edward M. Davis procured, and now holds the said decree in favor of said Sarah M. Hall, the more effectually to press the sale of said farm at the time appointed for the sale thereof, without any adjournment.

And your orators further show, that they have also applied to the said David C. Urquhart and said E. M. Davis & Co. and to the respective members of said firm, by their counsel representing them, and requested the surrendering up and cancelling the aforesaid deed to the said Charles W. Wharton, and the said satisfied bond and

mortgage which had been assigned by John B. Myers, as aforesaid, and the said judgments in favor of the said John James Smythe and Francis Lee; and the said final decree and execution thereon, as in equity and good conscience they ought to do.

And your orators well hoped that the said Sarah M. Hall, David C. Urquhart, and the said Edward M. Davis, Charles W. Wharton, Jonathan P. Burton, John Durborrow, G. W. Steinbrenner, Henry Earle, and Albert Gardner, members of the said firm of E. M. Davis & Co. and William P. Tatem, would have complied with such reasonable requests, as in equity and justice, they ought to have done; but now so it is, may it please your honor, that they, the said defendants, combining and confederating with divers other persons, at present unknown to your orators, but whose names, when discovered, your orators pray may be inserted in this, their bill of complaint, with apt and proper words to charge them, as defendants hereto, to injure and aggrieve your orators in the premises, not only refuse to comply with the reasonable requests of your orators before mentioned, but they, the said defendants, pretend and give out in speeches that the aforesaid bond and mortgage, deposited as aforesaid, with the said Myers, Claghorn & Co. and the said judgments in favor of the said John James Smythe and Francis Lee, respectively, are still valid and subsisting encumbrances; and that the aforesaid sale and conveyance of said farm to said Charles W. Wharton, and that the said aforesaid final decree and execution in this honorable court, were not procured by fraud or coven on their part, or the part of any of them, and that the same ought to stand and be decreed valid and effectual, the contrary of all which pretences your orators expressly charge to be true: all which actings and doings of the said defendants, are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orators.

In tender consideration whereof, and forasmuch as your orators are without adequate remedy in the premises by the strict rules of the common law, and with the assistance of this honorable court where matters of this nature are properly cognizable and relievable; and to the end that the said defendants and their confederates when discovered may upon their several and respective oaths or affirmations, full, true, perfect and distinct answers make to all and every the matters aforesaid, and that as fully as if the same were here again repeated, and they, thereto, particularly interrogated, parapraph by parapraph; and that the aforesaid deed of conveyance to the said Charles W. Wharton, and the said release may be declared fraudulent and void and set aside, delivered up and cancelled; and that the said bond and mortgage for ten thousand dollars by said David C. Urquhart and wife to John B. Myers, and the said judgments

in favor of the said John James Smythe and Francis Lee, respectively, may be decreed satisfied and discharged, and the same so entered of record; and that the said final decree in the said foreclosure suit, so far forth as the same relates to or is based upon the supposed validity of the said ten thousand dollar bond and mortgage, and said two judgements may be opened, vacated or corrected, and the said execution thereon properly amended or revoked and a new or other execution issued; and that the said William P. Tatem, late sheriff of the county of Camden, and all persons acting under him or by his authority or direction, may be restrained from making sale of the said farm, under or by virtue of the said decree or execution; and that your orators may have such further and other relief in the premises as the nature of the case may require, and as may be agreeable to equity and good conscience.

May it please your honor, the premises considered to grant unto your orators, not only the State's writ of Injunction, issuing out of and under the seal of this honorable court to be directed to the said William P. Tatem, late sheriff of the county of Camden, his deputies, agents, and all other persons acting under him or by his authority or direction, restraining them and each and every of them from making sale or otherwise proceeding on the aforesaid decree or execution in the said foreclosure suit, wherein the said Sarah M. Hall is complainant, and the said David C. Urquhart and others are defendants, by whatsoever name or names the said parties therein may be called; but also the State's writ of subpœna to be directed to the said David C. Urquhart, Edward M. Davis, Charles W. Wharton, Jonathan P. Burton, John Durborrow, Godfrey W. Steinbrenner, Henry Earle, Albert Gardner, Sarah W. Hall, John M. Kaighn, John James Smythe, Francis Lee, John B. Myers and Willlam P. Tatem, therein and thereby commanding them and each of them at a certain day and under a certain penalty therein to be expressed, personally, to be and appear before your honor in this honorable court, then and there to answer the premises, and to stand to, abide and perform such decree as to your honor shall seem meet, and agreeable to equity and good conscience: and your orators will ever pray, &c.

PETER L. VOORHEES,
Solicitor of Complainants.

A. BROWNING, *of*
Counsel with Complainants.

State of New Jersey, } ss:
Camden County. }

Henry Robinson of the city of New York in the state of New York, one of the defendants mentioned in the above bill of complaint, maketh oath and saith, that the facts, matters and

things set forth in said bill of complaint, so far as they relate to the acts and deeds of this deponent and of William H. Parsons, the other complainant named in said bill of complaint, are true as therein stated and set forth; and that so far as they relate to the acts and deeds of any other person or persons, he, this deponent, believes them to be true.

And this deponent further saith, that the said William H. Parsons is a resident of the said city of New York, but that he is now, and for two weeks last past has been absent from said city, travelling in some of the Western States of the Union; and that on the morning of this day, he, this deponent, received by mail, a letter from said William, dated at Chicago, in the State of Illinois.

H. ROBINSON.

Sworn and subscribed at Camden, this fifteenth day of December, A. D. 1856, before me one of the Masters in Chancery of New Jersey,
JAMES B. DAYTON, M. C. C.

A true Copy, W. M. BABBITT, *Clerk.*

The Answer.

IN CHANCERY.

The joint and several answer of Edward M. Davis, Charles W. Wharton, Jonathan P. Burton, John Durborrow, Godfrey W. Steinbrenner, Henry Earle, and Albert Gardner, seven of the defendants to the bill of complaint of Henry Robinson and William H. Parsons, complainants.

These defendants, now and at all times hereafter, saving and reserving to themselves and each of them, all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the said complainants' said bill of complaint contained, for answer thereunto, or unto so much and such parts thereof as these defendants are advised, is or are material or necessary for them, or any of them, to make answer unto, they, these defendants, severally answering, say, they admit that the complainants and said Henry Robinson have obtained the judgments against the said David C. Urquhart, which they set out in their said bill of complaint, and that executions have been issued thereon, but these defendants have no knowledge of the notes and claims against Urquhart & Co. or the indebtedness upon which said judgments were obtained other than what is contained in the complainants' bill of complaint.

And these defendants further answering, admit that the said David C. Urquhart, on or about the time mentioned in the complainants' bill of complaint, purchased and had conveyed to him in fee simple, the farm called and known as the "Bloomfield Cottage Farm," mentioned in the said bill, and that at the time of the said conveyance thereof it was encumbered by two mortgages executed by Isaac Mickle, the former owner thereof, and his wife, to Sarah M. Haines, now Sarah M. Hall, for the amounts mentioned in said bill, and that at or about the time of said conveyance of said farm to the said David C. Urquhart, he further encumbered the said farm by another mortgage, executed by him, the said David C. Urquhart and wife, to John W. Mickle, for about the amount mentioned in complainants' bill, and that the said mortgages have not been paid or satisfied, but are due and owing.

And these defendants further answering, admit that the said Sarah M. Haines intermarried with one Samuel W. Hall, and that previous to her marriage, she, together with the said Samuel W. Hall, made and executed the deed of settlement to John M. Kaighn, mentioned in the said bill, for the property therein con-

tained, including the two bonds and mortgages in trust—for said Sarah M. Haines, and that said John M. Kaighn accepted the trust under said deed, so far at least as to take some charge or control over the real estate or some part thereof, but these defendants have been informed and believe, that so far as the two bonds and mortgages executed by the said Isaac Mickle and wife to said Sarah M. Hall are concerned, the said John M. Kaighn never had them in his possession or control, or attempted to have or exercise any ownership over them, or in any manner to interfere with them; that they remained in the hands of Sarah M. Haines, or in the hands of her husband after their marriage until after his decease, and that the said Sarah M. Haines until her marriage, and the said Sarah M. Hall or the said Samuel W. Hall after their marriage, held them without any interference whatever, or claim of ownership by said John M. Kaighn, and always had them in their custody, charge and control, and treated them in all respects as their own absolute individual property, and collected, and received, and recovered the interest due thereon, and endorsed and gave receipts in their own individual names, sometimes the said Sarah M. Hall signed the receipts for the interest in her own name, and at other times the said Samuel W. Hall signed and gave the receipts in his name, by and with the consent and approbation of the said John M. Kaighn. That this continued until on or about the eighth day of February, eighteen hundred and fifty-five, when the said Samuel W. Hall died, leaving the said Sarah M. Hall, late Sarah M. Haines, him surviving, since which time she, the said Sarah M. Hall, has had the entire charge and possession of said bonds and mortgages, until she caused the same to be placed in the hands of Isaac W. Mickle, her solicitor for collection, and the said John M. Kaighn relinquishes all claim and interest therein, and is perfectly willing that the suit may go on and be continued and concluded in the name of and for the benefit of the said Sarah M. Hall or her assigns, and waives all right to be made a party to the same. These defendants, therefore, submit that the not making the said John M. Kaighn a party to said suit is no cause for delay in the sale, and can in no manner effect the title of the purchaser, and even if these defendants should be mistaken, that the complainants in this suit cannot take advantage of the error or question the proceedings for the irregularity.

And these defendants further answering, say, that the proceedings in the said suit have been enrolled and cannot be called in question in this collateral way or other, than by bill of review.

And these defendants further answering, admit that the said David C. Urquhart, on the day and year mentioned in said bill, made and executed unto the said John B. Myers the bond in the penal sum of twenty thousand dollars, conditioned for the payment of the sum of ten thousand dollars and interest thereon, in one year from date, accompanied by a mortgage executed by the said David C. Urquhart and wife to said John B. Myers, to secure the payment of said bond, according to the said condition thereof, but these defendants have no knowledge of the original transactions between the said John B. Myers or the firm of Myers, Claghorn & Co. of which the said John B. Myers is a member, and the said David C. Urquhart and Ellis Pilling, other than what they have derived from the parties, but they have been informed and believe, and therefore charge the truth to be, that said bond and mortgage for ten thousand dollars, exe cuted to said John B. Myers, was deposited by one Ellis Pilling with the firm of Myers, Claghorn & Co. (and not by the said David C. Urquhart,) as collateral security for the ten thousand dollars advanced by said Myers, Claghorn & Co. to the said Ellis Pilling in the notes of said Myers, Claghorn & Co. That the agreement between said Myers, Claghorn & Co. and said Ellis Pilling, was to advance to him, the said Ellis Pilling, the sum of ten thousand dollars, and not to advance it to the said David C. Urquhart, and that there never was any agreement or understanding to loan or advance the sum of ten thousand dollars to said David C. Urquhart, by said Myers, Claghorn & Co. on account of the bond and mortgage in question, and that the statement in the complainants' bill of complaint, that said Myers, Claghorn & Co. agreed to loan or advance to said David C. Urquhart ten thousand dollars, is erroneous and untrue. That the agreement and contract was between the said Myers, Claghorn & Co. and the said Ellis Pilling, and the advances to be made were to the said Ellis Pilling, and that said Ellis Pilling deposited the said bond and mortgage with said Myers, Claghorn & Co. together with other collaterals to secure them, the said Myers, Claghorn & Co. for the advance of ten thousand dollars to the said Ellis Pilling, and the said Ellis Pilling agreed with said Myers, Claghorn & Co. that the same might remain to and for, and as security for any future advances which said Myers, Claghorn & Co. might make to said Pilling, and that in compliance with said agreement so made, the said Myers, Claghorn & Co. did on or about the time mentioned in the complainants' bill, make, execute and advance unto the said Ellis Pilling their notes for the amount of ten thousand dollars, as is stated in said bill of complaint, and that said Ellis Pilling made and exe-

cuted his several promissory notes, amounting in the aggregate to ten thousand dollars, as is stated in the bill of complaint.

And these defendants further answering, deny that upon the payment or satisfaction of the said notes of the said Ellis Pilling above mentioned, that the said bond and mortgage would cease and become void, and of no effect, and insist that the said bond and mortgage were given for and intended to secure any indebtedness from said Pilling to said Myers, Claghorn & Co. as well as the ten thousand dollars.

And these defendants further answering, say, that upon the notes for ten thousand dollars so made as aforesaid, by said Ellis Pilling, maturing, the said Pilling being unable to pay and take up the same, he applied to said Myers, Claghorn & Co. and they renewed the same by again advancing to said Pilling, their own notes payable in five months, amounting to ten thousand dollars, which were discounted, and the proceeds thereof applied to taking up the notes of said Pilling, he, the said Pilling, at the same time executing new notes to said Myers, Claghorn & Co. to the amount of ten thousand dollars, in place of these so taken up, and repledging the said bond and mortgage of ten thousand dollars, as security for the payment of the notes that were given by said Pilling, in renewal of the ones first given, and these defendants have been informed, and believe that the said notes, amounting to ten thousand dollars, mentioned in the complainants' bill of complaint, were paid by the renewal aforesaid, substituting new ones for the old, and in no other way or manner.

And that at the same time it was expressly understood and agreed between said Pilling and Myers, Claghorn & Co. that the said bond and mortgage was to be, and remain as collateral for said new notes, and the same was so continued by said Ellis Pilling, as and for, collateral security, for the new notes given as aforesaid, for, and as a renewal of the old ones; and these defendants submit that a renewal in the manner aforesaid, will not in this honorable court, be considered as a payment, but merely as a substitution of one for the other, and that even without any express agreement, the said Myers, Claghorn & Co. would have had a right to hold the said bond and mortgage as security for their ultimate payment.

And these defendants further answering, say, that they have been informed and believe that, the notes last aforesaid, given as and in renewal upon their becoming due on or about the fifteenth day of November, eighteen hundred and fifty-four, were again renewed by the said Myers, Claghorn & Co. for the said Ellis Pilling, and other new notes again given in the same manner as aforesaid, and the said bond and mortgage again continued by

said Ellis Pilling, he expressly stipulating and agreeing, that it should remain as security for their payment, and the said notes of said Ellis Pilling, amounting to ten thousand dollars, so as aforesaid last given, became due and remained due and unpaid, and were in the hands of the said Myers, Claghorn & Co. due and unpaid at the time, when the said bond and mortgage for ten thousand dollars was assigned to the said Edward M. Davis for the firm of E. M. D. & Co. by said John B. Myers as hereinafter mentioned, the said notes never having been taken up, or in any manner paid, and that at the time when the said bond and mortgage was assigned as aforesaid, that including the said notes so remaining due and unpaid, with other advances by said Myers, Claghorn & Co. previously made to said Ellis Pilling, there was upwards of the sum of fifteen thousand dollars due and owing said Myers, Claghorn & Co. from said Ellis Pilling, for the payment of the whole of this sum they held the said bond and mortgage as collateral security, by express agreements in writing between themselves and said Ellis Pilling.

And these defendants deny that the said bond and mortgage were in any manner paid, satisfied or discharged, or intended so to be; so far from this, they insist and charge, that the same were continued by the said Ellis Pilling, by whom they had been deposited, and held by the said Myers, Claghorn & Co. as collateral security for said debt of ten thousand dollars as aforesaid, and for the renewal of said notes, and to, for, and as collateral security for such other advances as from time to time were made to the said Ellis Pilling, by said Myers, Claghorn & Co.

And these defendants further answering, admit that John James Smythe on or about the twenty-fourth day of October, one thousand eight hundred and fifty-four, recovered a judgment in the Supreme Court of New Jersey, for about the sum of two thousand three hundred dollars, and issued execution thereon to the sheriff of the county of Camden, and that said sheriff levied upon said David C. Urquhart's interest in said Bloomfield cottage farm, and that on or about the twenty-first day of December, one thousand eight huudred and fifty-four, one Francis Lee recovered a judgment in the Circuit Court in and for the county of Camden, against said David C. Urquhart, for the sum of three thousand and five hundred and twenty-six dollars and twenty-four cents debt, and four dollars costs, and issued execution thereon to said sheriff, who also levied on said David C. Urquhart's interest in said farm.

And these defendants further answering, deny that the said David C. Urquhart ever applied to the house of E. M. Davis & Co. to aid him in defeating, hindering, or delaying his creditors, or

any of them in the collection of their respective debts, by placing said Bloomfield cottage farm in the hands of the members of the firm, or in the firm itself, or in the hands of any body else, or that they have ever done anything for the purpose, or with the view or object of assisting or aiding the said David C. Urquhart to cheat, defraud, delay, or hinder any of his creditors; so far from this, what they have done in the premises, has been with the object of either assisting or aiding the said David C. Urquhart out of his pecuniary difficulty, orelse to protect themselves individually, or the interest of the firm.

And the defendants, Edward M. Davis, Charles W. Wharton, John Durborrow, Godfrey W. Steinbrenner, Henry Earle, and Albert Gardner, answer and say that as to the judgment of John James Smythe set out in the complainants' bill of complaint, that they, nor the firm of E. M. Davis & Co. were concerned in the purchase thereof from the said John James Smythe, and have not now, and never have had any interest whatever in it, that the same was purchased by Jonathan P. Burton, in his individual capacity, and not as a member of the firm, or for the firm; and is still, as these defendants have been informed and believe, held by him for his sole use and benefit.

And the said Jonathan P. Burton answering for himself, says, that he purchased in his own individual capacity, and not as a member of the firm of E. M. Davis & Co. the judgment of the said John James Smythe, and had the same transferred to himself individually, and now holds the same, and that said firm has not now, and never has had, any interest whatever in the same, the circumstances under which he purchased the said judgment are these: the said David C. Urquhart having assumed to pay the said Jonathan P. Burton certain promissory notes, which said Jonathan P. Burton, in his individual capacity, and not as a member of the firm of E. M. Davis & Co. held against Parton, Cutter & Co. amounting in the aggregate, to about the sum of eight thousand dollars, agreed to sell and convey unto the said Jonathan P. Burton, a tract of land in Camden county, lying near the Bloomfield cottage farm, but no part of it, containing about twenty-two acres and a half acre of land, free and clear of all incumbrances, and represented to said Jonathan P. Burton that said tract of land was free and clear of all incumbrances, except a mortgage for fourteen hundred dollars, and which he, the said David C. Urquhart promised to pay and have cancelled, so that said premises should be clear of all incumbrances; that thereupon the said Jonathan consented to take said tract of land in satisfaction of said notes, and the same was on or about the seventh day of December, one thousand eight hundred and fifty-four, by a deed of bargain and sale, duly conveyed to the said Jonathan P. Burton,

by the said David C. Urquhart and wife, clear and free from all incumbrances, except the mortgage of fourteen hundred dollars, as was represented; that upon having the matter investigated, this defendant found, so far from the said tract being clear of incumbrances, that it was not only incumbered by the mortgage for fourteen hundred dollars held by ——— Halzell, but with the judgment of the said John James Smythe, for near two thousand three hundred dollars, and that the said John James Smythe had sued out an execution, and levied upon said tract of land and premises, so as aforesaid conveyed to this defendant by said David C. Urquhart, and threatened to sell the same on his judgment and execution, the judgment having been entered, and execution issued and levied previous to the conveyance to this defendant, as aforesaid. That thereupon this defendant, in order to protect himself and prevent the said land from being sold on said execution, issued on said judgment, on or about the eighteenth day of June, one thousand eight hundred and fifty-five, applied to the said John James Smythe, and purchased the said judgment for the sum of seven hundred dollars, in cash, to the said John James Smythe paid, and at the same time agreed to pay all the costs, fees and expenses that the said John James Smythe had been subjected to, which he has since paid, amounting to the sum of about three hundred dollars, making the whole amount that this defendant has paid for said judgment, about the sum of one thousand dollars; that thereupon the said John James Smythe, on the eighteenth day of June, one thousand eight hundred and fifty-five, by deed, transferred and assigned over to this defendant, the said judgment and execution.

And this defendant, Jonathan P. Burton, further answering, says, that said David C. Urquhart neglected and failed to pay and satisfy the said mortgage of fourteen hundred dollars on said tract of land so conveyed, and, has never paid, or in any manner satisfied the same, or any part thereof; and this defendant denies that he purchased the said judgment of John James Smythe with any fraudulent design, or for the purpose of defeating, hindering, or delaying the creditors of the said David C. Urquhart in the collection of their debts or otherwise, or that he made any false or fraudulent representation to said John James Smythe, or that the said David C. Urquhart, or any other person for him, shortly after, on or about the twenty-first day of August, Anno Domini, eighteen hundred and fifty-five, or at any other time before or since, has ever paid or satisfied this defendant the said sum of seven hundred dollars, so by him this defendant as aforesaid paid for said judgment to said John James Smythe or any part thereof, or the expenses paid by this defendant as aforesaid, or paid and satisfied the amount due on the said judgment or any part thereof, so far from this, this defen-

dant purchased the said judgment from said John James Smythe, absolutely to protect himself in the tract of land he had purchased as aforesaid, and to indemnify and reimburse himself for the advances he was compelled to make on account thereof, and the incumbrances and the losses he had, and would be compelled to sustain through said Urquhart; and that he now holds said judgment, no part thereof having ever been paid or satisfied, except about the sum of ninety dollars, less the sheriff's fees and costs, &c. realized out of the sale of the property of the said David C. Urquhart, at the sale made by the sheriff of Camden county, on the tenth day of October, one thousand eight hundred and fifty-five, on the execution issued upon the judgment, and three other executions in the hands of said sheriff against said Urquhart, and this defendant insists, that he had a right to advertise and sell the said Bloomfield Cottage Farm, or any other, and all other lands and property belonging to said David C. Urquhart, and this defendant denies the said Bloomfield Cottage Farm was sold for the purpose of defrauding or hindering the creditors of said David C. Urquhart from collecting their debts, or that the consideration which he paid the said John James Smythe for said judgment was insufficient or inadequate; on the contrary, he insists that the sale of the Bloomfield Cottage Farm by said sheriff was made bona fide, and that at the time this judgment was purchased by this defendant of said John James Smythe, the said David C. Urquhart was greatly embarrassed in his circumstances, and that all the real estate he held was mortgaged and encumbered to a large amount, and that in consequence the consideration that this defendant paid said Smythe was sufficient, adequate and full, and much more than could at that time, or at any time subsequent, be made or realized out of the said David C. Urquhart or his property.

And this defendant Jonathan P. Burton, further answering for himself, admits that the said judgment was presented to the said master, and that the said master reported as due thereon the sum of two thousand, three hundred and twenty-nine dollars and seventy-two cents, and this defendant claims that the amount so reported by said master was correct, and justly due and owing on said judgment; and that the whole amount thereof so reported, with the interest from the date of said report, remains due and owing unto this defendant, never having been in any manner paid or satisfied. And this defendant denies the charge in the complainants' bill, that he, this defendant, knew said judgment had been paid and satisfied, and that the same was fraudulently presented to said master; so far from this, this defendant charges the contrary thereof to be true; and he admits that the same was presented to the master in the name of the said John James Smythe, and a report

made thereon in the name of John James Smythe, and he insists that he has a right to use the name of said John James Smythe, and that the report was rightly made in that name. This defendant was not made party to said suit, or served with process, and was not aware of there being any bill filed, or action commenced, until a decree, pro confesso, had been taken against the said John James Smythe, who had been made a party to said suit, but who resided out of New Jersey, and who was not served with process; and while this defendant admits that he was and is not—the way matters now stand—entitled to be paid anything on his said judgment out of the proceeds of the sale of the farm, the said farm having been sold upon the execution issued upon the said judgment, and the same being now no longer a lien upon said premises; and that the said Charles W. Wharton is entitled to the surplus, if anything should remain after paying and satisfying the said mortgages on the farm, yet if the sheriff's sale should be set aside, and the deed executed to said Charles W. Wharton should be declared null and void, then this defendant insists that his judgment would again revive against the said land, and become a lien, and he be entitled to be paid and satisfied the full amount due on his said judgment before the complainants would be entitled to be paid anything, this defendant's said judgment being prior, and entitled to be first paid and satisfied before any judgments that have been subsequently obtained against said David C. Urquhart.

And these defendants further answering, admit that the said Francis Lee duly assigned his said judgment to Charles W. Wharton, for the sum of eight hundred and sixteen dollars, on the thirteenth day of October, one thousand eight hundred and fifty-five, and after the Bloomfield Cottage Farm had been sold, which sum of eight hundred and sixteen dollars was paid and advanced by these defendants to the said Francis Lee, and he, the said Francis Lee, on the receipt thereof, executed a deed of assignment to the said Charles W. Wharton, bearing date the day and year last aforesaid, the same being executed to him individually, but to and for the use of the firm of E. M. Davis & Co. who advanced and paid the money to said Francis Lee. But these defendants utterly deny that it was with any fraudulent design or intent that they advanced the money to Francis Lee on said judgment, and had it assigned as aforesaid, or that said David C. Urquhart has the control, or ever has had the control thereof, in any manner or form, or that he has any interest, or that he ever has had any interest whatever in it other than being the defendant, and as such liable for the payment of the amount thereof, or that the assignment of said judgment from said Francis Lee, was obtained or procured through any fraudulent representations; they admit that it might

have been represented to said Francis Lee, that both the said mortgage for ten thousand dollars on the Bloomfield Cottage Farm and the judgment in favor of the said John James Smythe, were outstanding, valid and unsatisfied incumbrances on said farm, at and previous to the sale thereof by the sheriff as hereinafter mentioned, yet these defendants insist that said representations, if said representations were in all things true, they then believed, and now believe and insist that both said mortgage, and said judgment and execution, as well as that in favor of said Francis Lee are due, valid and unsatisfied, and at the time and previous to sheriff's sale, were incumbrances upon said farm, and that if said sale, so made by said William P. Tatem, sheriff as aforesaid, should be set aside and the deed by him made to the said Charles W. Wharton, be in this court adjudged void, that then the defendants who now compose the firm of E. M. Davis & Co. to wit: Edward M. Davis, Jonathan P. Burton, Charles W. Wharton, John Durborrow, Godfrey W. Steinbrenner and Henry Earle would be entitled to have paid and satisfied out of said land their said mortgage, and the judgment of Francis Lee, so as aforesaid assigned; and that the said Jonathan P. Burton would be entitled to have the amount due on his said judgment, so as aforesaid assigned to him by said John James Smythe; the same having been assigned to these defendants and the said Jonathan P. Burton bona fide, for a valuable consideration, and never in any manner paid or satisfied, or the money paid and advanced by these defendants and said Jonathan P. Burton to the assignees as aforesaid, in any manner paid or satisfied to these defendants.

And these defendants, or any of them, further answering admit, that on the tenth day of October, one thousand eight hundred and fifty-five, the Bloomfield Farm was sold by the sheriff of the county of Camden, in four separate executions in said sheriff's hands against said David C. Urquhart, each of which said sheriff had previously levied upon said farm; one in favor of the said John James Smythe, and which had been assigned by the said John James Smythe as aforesaid; another in favor of Francis Lee, and which was subsequently assigned to the said Charles W. Wharton for the use of the firm of E. M. Davis & Co. as aforesaid; another in favor of John R. Jaffray & Sons, and another in favor of John R. Blackiston and William Cox, trading, &c. as Blackiston & Cox; and that at the sale so made by said sheriff of the said farm, and the other land of the said David C. Urquhart, upon said executions, the said farm was purchased by the said Charles W. Wharton for the sum of five dollars, he being the highest bidder for the same, and there being no one present willing to give more than that sum for said farm, incumbered as

it then was and now is, with mortgages for about seventeen thousand dollars, and sold by said sheriff, subject to the mortgage encumbrances.

And these defendants further answering say, and show here to the court, that the said sale so made of the said farm by said sheriff, as they have been informed and believe, was a fair, open and bona fide sale, and that said Charles W. Wharton purchased the said farm in his own name, and for his own individual use and benefit, and that he now holds the same, the sheriff having on or about the time mentioned in said complainants' bill mentioned, executed and delivered a deed to said Charles W. Wharton for the same, which said deed was duly recorded as is stated in said bill, and that on or about the thirty-first day of October, one thousand eight hundred and fifty-five, the said David C. Urquhart and wife executed a release to the said Charles W. Wharton for said farm.

And these defendants further answering state and show the court that the sheriff's sale of the farm, as they have been informed and believe, was brought about in this manner, that after the said Jonathan P. Burton had purchased and took an assignment of the Smythe judgment he left the United United States and sailed for Europe, and after he had sailed, the said Francis Lee, who held the second judgment, insisted on having the property sold, and through his attorney directed the sheriff of Camden county to proceed and sell upon his execution previous to the assignment, that said attorney who had represented the John James Smythe judgment, which had been assigned as aforesaid, as well as the one in favor of Blackiston & Cox, directed the sheriff to advertise on all the writs, and sell the property on all, and that the firm of E. M. Davis & Co. or these defendants, or either of them had nothing whatever to do in procuring or causing the farm to be advertised and sold by said sheriff; or in purchasing the same at said sale, except the said Charles W. Wharton, one of these defendants, who in his individual capacity, attended the sale and bought the property as aforesaid, and these defendants have been informed, and believe, and therefore charge, that said sale so made by said sheriff upon the executions aforesaid, and the conveyance of said farm by him to said Charles W. Wharton, was a valid sale and the conveyance good, they therefore insist that it divests the said David C. Urquhart and all his creditors, including the complainants of, and from all interest whatever of, in or to the said farm, and this even if the said judgment in favor of said John James Smythe had been previously paid and satisfied by the said David C. Urquhart, (which these defendants do not admit,) because by reason of the same remaining unsatisfied upon the record by and with the consent of said David C. Urquhart, the sale under it would pass the

title and be good and valid; and no secret arrangement or agreement whatever, if any existed between said Jonathan P. Burton and said David C. Urquhart about said judgment would be allowed to prejudice or effect the said Charles W. Wharton or his title to said farm.

And these defendants in answering further insist, that even if it be true, as is stated in complainants bill of complaint, (which they do not admit, but charge the statement therein in reference thereto to be untrue,) that the said David C. Urquhart paid the said Jonathan P. Burton all that he, Burton, paid and advanced to the said John James Smythe on account of said judgment, and that said judgment was therefore in consequence of such payment, fully satisfied at the time of the sale made by the sheriff, yet that in as much as the said farm was advertised and sold, as well on the three other judgments and executions as on that of the said John James Smythe, as will appear by the advertisements, the conditions of sale, and the deed made by the sheriff to said Charles W. Wharton, the said sale will be held good, and the deed made by the sheriff, conveying said farm valid, not only as against the said David C. Urquhart, but as against the complainants, and all other of the judgment creditors of the said David C. Urquhart, whether their judgment were obtained before the sale, or since the sale, so made by the said sheriff.

And these defendants further answering submit to the court, that by reason of the sale of the said farm, by the sheriff of Camden county upon the executions as aforesaid, and the conveyance thereof to the said Charles W. Wharton as aforesaid, that the said complainants, and all others of the creditors of the said David C. Urquhart, (excepting those who held mortgages as aforesaid,) as well as the said David C. Urquhart, have no interest whatever in the said farm, and that the said complainants and the other creditors cannot claim to have their judgments satisfied out of it, and are estopped from calling said sale, and the title of said Charles W. Wharton in question, and this even if the judgment of said John James Smythe had been previously paid before the sale as is charged in the bill of complaint (which is not admitted, but denied) for the reasons hereinbefore mentioned.

And the defendant, Charles W. Wharton, answering for himself, admits that he attended the sheriff's sale of the property of the said David C. Urquhart, made upon the four executions in said sheriff's hands as aforesaid, and that at said sale made on the tenth day of October, one thousand eight hundred and fifty-five, as aforesaid, he purchased the said Bloomfield Cottage Farm in

the bill mentioned, together with two other tracts of land sold at said sale, and that the said farm was sold, and bid off to this defendant by said sheriff, for the sum of five dollars, this being the highest bid made for the same at said sale, and that the said sheriff, on or about the time mentioned in said bill, made and executed to this defendant, a deed for said farm, and the other two tracts of land by this defendant, purchased at said sale, which said deed so made, bears date and was duly acknowledged and recorded, as is stated in said bill of complaint. But this defendant denies that the said David C. Urquhart procured him, this defendant, to attend and bid off said farm for him, the said David C. Urquhart's use; or that he, this defendant, bought the same for the use and benefit of the said David C. Urquhart, or with any design or object of cheating or defrauding the said David C. Urquhart, or any of his creditors, or with any fraudulent interest or object whatever.

And this defendant, the said Charles W. Wharton, further answering, denies the charge made in the bill of complaint, that he did not pay the consideration money, by him bid for said property at the sheriff's sale; so far from this, he says that he paid the said sum so bid to his attorney, who, as this defendant has been informed and believes, paid the same to said sheriff at the time the deed was executed by said sheriff to this defendant.

And this defendant, the said Charles W. Wharton, further answering, says that the said sheriff advertised, and sold four tracts of land at said sheriff's sale, under the executions in his hands, three of which, this defendant purchased as aforesaid, including said farm, and which were conveyed to this defendant by said sheriff as aforesaid. The fourth tract, the said David C. Urquhart requested this defendant to bid off at the sale, for one David W. Carrell, a stranger to this defendant, and whom the said David C. Urquhart, represented to be his father-in-law, and not present at said sale. This defendant, favoring the request of the said David C. Urquhart, bid off said fourth tract of land for the said David W. Carrell, at the sum of five dollars as requested by said David C. Urquhart, and this defendant has been informed and believes that the sheriff of Camden county conveyed said last mentioned tract so bid off by this defendant, for said David C. Urquhart to the said David W. Carrell.

And this defendant, the said Charles W. Wharton, answering for himself, says that he purchased the said Bloomfield Cottage Farm individually, and not as a member of the firm of E. M. Davis & Co. or with their consent, and that he purchased it for his sole individual use and benefit; but he admits, that one of the objects he had in view at the time was, to protect, so far as he

could by the purchase, the interest of the firm of E. M. Davis & Co. who held the mortgage of ten thousand dollars against said farm, in which mortgage this defendant, as a member of said firm, had then, and has now an interest; and that he now owns the said farm in his own individual right and capacity, subject to the mortgage incumbrances on the same, and he insists that the sale so made by said sheriff was a bona fide sale, in all things regular and valid, and the deed executed to this defendant by said sheriff, and the release executed by the said David C. Urquhart and wife are valid, and binding not only against said David C. Urquhart, but against his creditors.

And this defendant, Charles W. Wharton, further answering for himself says, that the only interest he has, or ever has had, in any of the judgments against the said David C. Urquhart, upon which the said farm was sold as aforesaid, is the one in favor of the said Francis Lee, and in that not until after the same had been purchased by said firm of E. M. Davis & Co. and the interest this defendant then had, was only as a member of said firm, and that he has not now, and never has had any interest whatever, either individually, or as a member of the firm of E. M. Davis & Co. in the judgments in favor of said John James Smythe, (and which was transferred to the said Jonathan P. Burton as aforesaid,) or in any of the other judgments against said David C. Urquhart, upon which said farm was sold; and he submits and insists that said sheriff's sale, and conveyance by the sheriff to this defendant, transferred and vested all the right, title and interest, which the said David C. Urquhart had in, and to the said farm in this defendant, and that he, this defendant, has a right to hold and enjoy the same, and that the said David C. Urquhart, or the complainants, or any of the creditors of said David C. Urquhart, (except these who hold the mortgages as aforesaid), have no right or interest whatever in said farm, and cannot call in question the said sale or said conveyance.

And this defendant, Charles W. Wharton, further answering for himself, says, that the said Jonathan P. Burton denies that the said David C. Urquhart ever paid him, the said Burton, the amount he paid the said John James Smythe for a transfer of said judgment, or that the said judgment was, or is, in any manner paid or satisfied, and that he, this defendant, believes what the said Jonathan P. Burton says about the matter is true, and that the charges contained in the complainant's bill in reference thereto, are wholly untrue and false; yet even if said charges in said bill of complaint should prove to be true, and that the said David C. Urquhart, on or about the time mentioned in said bill, or at any other time paid or satisfied to said Jonathan P. Burton,

the said sum of seven hundred dollars, or any part thereof, or any other sum on account of said judgment, as is charged in said bill or in any other manner, or at any other time paid and satisfied said judgment, that this defendant, the said Charles W. Wharton, had no knowledge whatever thereof, and that therefore, he, or his title, or interest in said farm is not in any manner effected thereby, and this defendant insists that any arrangement or agreement made between the said Jonathan P. Burton, and said Urquhart, relative to said judgment, will not and cannot prejudice or affect this defendant, or any other purchaser at said sale, made under said judgment, or this defendant's title to said farm. But this defendant further insists that said sale made by said sheriff of the said farm, and the other real estate of the said David C. Urquhart, was made as well upon the three other executions in his hands against said David C. Urquhart hereinbefore set out and mentioned, as the one in favor of the said John James Smythe, that the deed, so made and executed by said sheriff to this defendant, sets out all of said executions and the lands mentioned therein, including the said farm, were sold as much on one as the other, and that therefore, even if the said judgment and execution in favor of said John James Smythe, should have been paid and satisfied previous to said sale, yet that said sale made was good, and the deed made by said sheriff valid, both as against the said David C. Urquhart and his creditors, including the complainants, and this defendant would have the right to hold and enjoy the property, and the complainants be estopped from questioning this defendant's title under the same.

And this defendant, the said Charles W. Wharton, further answering for himself, says that he admits it to be true that the said David C. Urquhart and wife, on or about the thirty-first day of Octebr, one thousand eight hundred and fifty-five, executed a release to this defendant for the said farm and the other lands purchased at said sale, and conveyed to this defendant by said sheriff in the manner as set out in said bill, but not for the purposes therein expressed, which said release so executed was duly acknowledged by the said David C. Urquhart and wife, on the day it bears date, before R. Graham Clark, Esquire, a master in chancery, and on the same day recorded in clerk's office of Camden county, in book J. of Deeds, page 262, &c. and is now in the custody of this defendant, ready to be produced; but this defendant wholly denies that said release was made to this defendant for any fraudulent intent or design whatever, at least so far as this defendant is concerned, or as he knows and believes, or with any intent or design to cheat, hinder or defraud the creditors or any of them, of the said David

C. Urquhart or any body else, or that it was at that time, or at any other time, contemplated that a sale of the said farm was to be made for the use of the said David C. Urquhart by this defendant; and that, therefore, said release was made, that more money might be realized at said sale for said David C. Urquhart, or that there ever was such an agreement or understanding between this defendant and the said David C. Urquhart; and this defendant insists that said release so made is not fraudulent and void, as against the said complainants, that the same is in all things valid and binding, as well against the complainants, and the other creditors of the said David C. Urquhart as against him, the said David C. Urquhart.

And this defendant, the said Charles W. Wharton, further answering for himself, denies that at the time of the sheriff's sale, or at any other time, that he knew he had any knowledge whatever, that the ten thousand dollar mortgage, as aforesaid, executed to said John B. Myers, and which is charged in the bill as being in the hands of Myers, Claghorn & Co. or that the aforesaid judgment and execution in favor of John James Smythe, had been paid and satisfied, so far from this, this defendant had always understood that they had not, or either of them been paid or satisfied, and he insists that the charges in said bill, that said mortgage of ten thousand dollars had been paid and satisfied, or that either of them had been paid or satisfied are wholly untrue and false, and that the same was at the time of said sale, and now is a valid and subsisting incumbrance upon the said farm, never having been in any way paid or satisfied, and that so far as the charges and statements in said bill are concerned, in reference to the payment and satisfaction of said judgment and execution in favor of said John James Smythe, of which this defendant has no knowledge of his own, he has been informed and believes, that said charges and statements are untrue and false, and that said judgment and execution, as well as that in favor of said Francis Lee, have never been paid or satisfied, and that the same were valid and subsisting incumbrances at the time of the said sheriff's sale.

And these defendants further answering admit, that the said Sarah M. Hall, late Sarah M. Haines, on or about the fifteenth day of August, one thousand eight hundred and fifty-five, filed her bill of complaint in this honorable court for a foreclosure and sale of the Bloomfield Cottage Farm, upon the two mortgages which she held as aforesaid against the same, and that John B. Myers, John James Smythe, Francis Lee and others mentioned in the complainants' bill, were made party defendants thereto, and that a decree, pro confesso, and a final decree, were made on or about the times and in the manner mentioned in the said bill of com-

plaint, and that an execution issued for the sale of said premises, being the Bloomfield Cottage Farm in question, which execution was delivered to William P. Tatem, Esq. then sheriff of Camden county, to be executed, and that said sheriff had duly advertised the property as is mentioned in said bill of complaint; and these defendants further answering say, that at the time when the said bill of complaint was filed by the said Sarah M. Hall, on the day and year aforesaid, the firm of Myers, Claghorn & Co. or John B. Myers, held the mortgage for ten thousand dollars against the said farm, and that at the time of filing the said bill the said Francis Lee held the said judgment against said Urquhart, and that the assignment of the said mortgage from John B. Myers to the said Edward M. Davis, for the use of the firm of E. M. Davis & Co. and the assignment of the said judgment of Francis Lee to Charles W. Wharton, for the use of the firm of E. M. Davis & Co. did not take place until some time after the filing of the said bill of complaint by the said Sarah M. Hall as aforesaid; and that the said John B. Myers and Francis Lee were rightly made party defendants to said bill, they at the time of the filing the same, being the holders of said securities and interested therein.

And these defendants further answering, say, that they are all non-residents of the state of New Jersey, that the said John B. Meyers, John James Smythe and Francis Lee, are also non-residents of the state of New Jersey, and that these defendants were not informed and did not know that a bill had been filed by said Sarah M. Hall, until after a decree, pro confesso, had been taken against all the defendants mentioned in said bill and a reference ordered; and that the said John B. Myers, John James Smythe and Francis Lee were not, or either of them, served with process of subpœna, and these defendants have been informed and believe, that they had no knowledge of the said suit until after a decree, pro confesso, had been taken. These defendants, therefore, in order to save expense and the trouble of amending the said bill, and with the consent of said John B. Myers and Francis Lee, had the said mortgage and the judgment in favor of the said Francis Lee presented to the said master, and the amounts due thereon reported by the said master, and the said Jonathan P. Burton had the said judgment in favor of John James Smythe presented to the said master in the name of said John James Smythe and the amount due thereon reported in the name of the said John James Smythe. And these defendants admit that the master to whom the matter had been referred reported that there was due on the sixth day of December, one thousand eight hundred and fifty-five, on the said bond

and mortgage so as aforesaid assigned, the sum of eleven thousand, one hundred and sixty-five dollars, and that there was due on the said judgment in favor of Francis Lee, the sum of one thousand, eight hundred and sixty-nine dollars and seventy-eight cents; and there was due on the judgment in favor of the said John James Smythe, the sum of ten thousand, three hundred and twenty-nine dollars and seventy-two cents, and that the said master also report the amount that was due respectively, on the judgments, one in favor of John R. Jaffray & Sons, and the other in favor of Blackiston & Cox; and the defendants insist that the amounts so as aforesaid reported by the said master as due on the said bond and mortgage, and the judgments were correct. And these defendants deny that the said judgments and the other mortgage had been previous to the time of making said report, or that they have at any time since been in any manner paid or satisfied, or that the said master was induced to report thereon or on any of them through the fraudulent representations or contrivances of these defendants, or any or either of them; and that they deny as false and untrue the charge in the bill of complaint, that the said bond and mortgage, and the said judgment in favor of the said Francis Lee and John James Smythe, had been paid and satisfied previous to the master making his report; and that the same was fraudulently presented to said master, and that the said master's report was procured through the fraudulent conduct and contrivance of these defendants, who were at that time members of the firm of E. M. Davis & Co. or through the fraudulent conduct, or contrivance of any or either of them.

And these defendants further answering, say, that the said farm passed into the hands of the said Charles W. Wharton, the purchaser divested of the liens of said judgment, and that the said master ought not to have reported said judgments as liens upon the said property, or that they were entitled to be paid anything out of the land when sold, and that said report in this particular, is erroneous, but these defendants submit that this error cannot be got at or corrected in this proceeding, the bill of complaint being a creditor's bill, filed by third parties, strangers to the original suit. And they further submit, that even if the proceedings were of such a nature as that they could be called in question, and reviewed in this suit, that the complainants are in no manner affected by the error, that the only person who is affected thereby, and has any right to complain, is the said Charles W. Wharton, who now owns the equity of redemption in said mortgaged premises, under the sheriff's deed, and the deed of release as aforesaid, and who is entitled to the surplus

that may remain, if anything, after satisfying the amounts decreed to the said Sarah M. Hall, John W. Mickle, and John B. Myers, on the said mortgaged premises, in the said bill, and that this court will render him such aid as may be necessary to secure him the surplus, if any there should be, by ordering the same to be paid over to him. But these defendants insist, that if this court should set aside the sheriff's sale, and be of the opinion that the deed executed by the sheriff of Camden county to the said Charles W. Wharton, and the deed of release executed by said David C. Urquhart and wife, to the said Charles W. Wharton as aforesaid, are fraudulent and void as against the complainants, and the other creditors of the said David C. Urquhart, as is charged in said bill of complaint, then these defendants submit that said judgments aforesaid, in favor of the said John James Smythe, Francis Lee, J. R. Jaffray & Sons, and Blackiston & Cox would revive, and again become liens upon the said Bloomfield Cottage Farm, and be entitled to be paid and satisfied out of said farm, according to their priorities, and for the amounts due thereon, as reported by the said masters as aforesaid, immediately after paying and satisfying the said mortgages thereon as aforesaid, and before anything would be paid to the complainant's in this case, or any other of the said creditors of the said David C. Urquhart, who have since recovered judgment against him.

And these defendants further answering admit, that the said John B. Myers assigned the said mortgage for ten thousand dollars on the said farm with another mortgage of five thousand dollars, on the Brick Yard property, together with the bonds mentioned in the said mortgages, and which they were given to secure by his deed, bearing date the twenty-sixth day of September, one thousand eight hundred and fifty-five, though not executed and delivered until on or about the fifth day of October, eighteen hundred and fifty-five; said assignment (was executed to the said Edward M. Davis individually, but for the use and benefit of the firm of E. M. Davis & Co. who paid and advanced the money that was paid for, and in consideration of the purchase of the same, and the transfer thereof, on or about the fifth day of October, eighteen hundred and fifty-five, at which time the assignment was consummated; and that said assignment, so made by John B. Myers, was executed at the instance and request of the said firm of Myers, Claghorn & Co. who had the beneficial interest in said mortgages, the said firm of Myers, Claghorn & Co. having at the request and consent of the said Ellis Pilling, who had deposited the same with said firm of Myers, Claghorn & Co. as collateral security as aforesaid, to assign the

same, these defendants purchased the said mortgages, and paid for them the sum of ten thousand, five hundred dollars in cash, and had the same transferred by said John B. Myers to the said Edward M. Davis, but for the use and benefit of said firm.

And these defendants further answering, say, that before they purchased the said bonds and mortgages they were informed by the said Myers Claghorn & Co., and the said John B. Myers that the said mortgage of ten thousand dollars had not been in any manner paid or satisfied, and that the same was a valid and subsisting incumbrance upon the said farm, they admit that the said bonds and mortgages were assigned without recourse to the said John B. Myers; but these defendants are informed that the house of Myers, Claghorn & Co. when they sell mortgages and other securities of this nature, always sell them without recourse, unless there is a guarantee stipulated in the sale.

And these defendants further answering, say, that before they purchased said mortgages, and had advanced and paid the sum of ten thousand, five hundred dollars out of their business on account thereof, in order that they might be entirely certain and secure in advancing their money and buying the same, they applied to the said David C. Urquhart, to learn whether they were subsisting incumbrances upon the premises mentioned therein and whether the money mentioned therein intended to be secured thereby, remained due and unpaid, and they were assured by the said David C. Urquhart, that no part of the money mentioned therein, principal or interest, and intended to be secured thereby, had ever been paid or satisfied; that the whole amount of principal and interest remained due and unpaid on the same, and he went so far as to sign a writing, or agreement to that effect to these defendants, and in it stated that the said two mortgages had been assigned to the said Edward M. Davis, with his knowledge and consent; upon the faith of these representations and assurances, these defendants purchased the said bonds and mortgages, and paid the consideration money, ten thousand, five hundred dollars therefor, and had them assigned to the said Edward M. Davis as aforesaid; these defendants therefore, insist that the firm of E. M. Davis & Co. have a right to collect, have, and receive the whole amount due them thereon, and that the amount reported by the said master, as due on the said ten thousand dollar mortgage, is correctly reported and these defendants composing said firm of E. M. Davis & Co. to wit, Edward M. Davis, Jonathan P. Burton, Charles W. Wharton, John Durborrow, Godfrey W. Steinbrenner and Henry Earle, have a right to have the amount so reported, paid and satisfied out of said farm, no part

thereof, or of the money by these defendants paid on account of said purchase to the said Myers, Claghorn & Co. having ever been paid or satisfied to these defendants, or any of them, and they having never realized anything out of either of said mortgages or the accompanying bonds so purchased.

And these defendants further answering, submit to the court, that even if said bond and mortgage of ten thousand dollars had been paid and satisfied to the said Myers, Claghorn & Co. previous to the assignment and transfer thereof in the manner, and as is stated in the complainant's bill (which these defendants do not admit, but deny,) that the purchase thereof by these defendants, in the manner as in herein before detailed, and by and with the consent of the said David C. Urquhart, and upon his assurance that the same had not been in any manner paid and satisfied as aforesaid, would be in this honorable court, held as a revival or renewal thereof, and the said David C. Urquhart and his creditors be estopped from setting up the payment, or in any other way, from impeaching the same, or calling in question its validity.

And these defendants further answering, deny that the consideration upon which said bond and mortgage for ten thousand dollars were assigned were fraudulent, nominal, or insufficient, or that the assignment was with any intent to cheat or defraud the creditors of the said David C. Urquhart, or for any fraudulent intent or purpose, or under any fraudulent agreement or understanding; and pronounce the statements in the complainant's bill of complaint in regard thereto, false and untrue; and they wholly deny that they had any knowledge whatever, that the same had in any manner been paid or satisfied, or that there was so much as a pretence by said David C. Urquhart, or anybody, also that they had ever been paid or satisfied.

And these defendants further answering, say and insist, that the purchase was made bona fide and in good faith, and the consideration, ten thousand, five hundred dollars, paid in cash, and that the consideration so paid, taking the condition of said property and the incumbrances upon it, was ample and full.

And the defendant, Edward M. Davis, answering for himself, says, that he admits that the said assignment was made to him of the said bond and mortgage for ten thousand dollars, and that the two mortgages held by the said Sarah M. Hall, and the decree upon which they were founded, have also been assigned over to him; but the money paid for the same, as well as for the said John B. Myers mortgage, as the said Sarah M. Hall mortgage and decree, was the proper money of the firm of E. M. Davis & Co. paid and advanced by the said firm, and that he, this defendant, held the said mortgages and the said decree, to and for the use and benefit of said

firm, and this defendant wholly denies that the consideration money paid for said bonds and mortgage was fraudulent, nominal, or insufficient, so far from this, this defendant insists that the same was paid in good faith, and taking the condition of said property and the incumbrances into consideration, was ample and full, and this defendant denies that he knew at the time, said mortgage was presented to said master, or at any other time, that it had been fully paid and satisfied, or any part thereof paid or satisfied, or that said bond and mortgage were purchased with or through any agreement or understanding with said David C. Urquhart, or anybody else, to hinder or delay his creditors, or with any object to cheat or defraud his creditors; and this defendant charges the statements in the complainant's bill in regard thereto, false and untrue.

And the defendants, Edward M. Davis, Charles W. Wharton, Jonathan P. Burton, John Durborrow, Godfrey W. Steinbrenner, and Henry Earle, answering for themselves, say, they at the present time, constitute and compose the firm of E. M. Davis & Co. and that they alone have constituted and composed the firm of E. M. Davis & Co. since the first day of January, eighteen hundred and fifty-six, when said Albert Gardner retired from said firm, and they, these defendants, admit that they have purchased, since the said Albert Gardner retired from the firm of E. M. Davis & Co. the two bonds and mortgages executed to said Sarah M. Haines, now Hall, the complainant, by Isaac Mickle; and her interest in the said decree founded thereon, and in the execution issued thereon; and that the same have been assigned to the said Edward M. Davis, for the use and benefit of said firm of E. M. Davis & Co. as now composed, and who, alone, are now interested in the Lee judgment, and the bond and mortgage for ten thousand dollars as aforesaid; and they tender themselves ready at any time to take and receive the amount decreed to be due to the said Sarah M. Hall, on her said mortgages, which have been assigned to the said Edward M. Davis, for the use and benefit of these defendants as aforesaid, and are ready and willing, as soon as the same is paid, to cancel the said two mortgages, and to satisfy that part of the decree in favor of the complainant, Sarah M. Hall; but they are not willing; and they deny the right of the complainant in this suit to ask, or demand upon the payment, to have the same transferred to them, or any body else, and claim, and insist that they have a right to have the said mortgaged premises sold, to pay and satisfy them the amount that is due them on their said mortgages.

And the defendant, Albert Gardner, answering for himself, says, that this defendant retired from the firm of E. M. Davis &

Co. on the first day of January, one thousand eight hundred and fifty-six, since which time he has had no connection with said firm or interest whatever in it, and that he has no interest now whatever in the said farm, or in the said bonds and mortgages, or judgments against David C. Urquhart, or in any of them, or in this suit, and that he has no knowledge of what has taken place and been done in the premises since he dissolved his connection with said firm, other than what he has derived from others, and his answers previously given and hereinafter given, as to matters that have taken place since he retired from the said firm, he desires to be understood as given according to his information and belief.

And these defendants further answering, say, that after the issuing of the execution to William P. Tatem, out of the Court of Chancery, for a sale of the said farm in the foreclosure suit, said sheriff advertised on or about the twenty-eighth day of May, one thousand eight hundred and fifty-six, and that the said David C. Urquhart, notwithstanding he had no interest whatever in the property, procured the said sheriff to adjourn the sale thereof, until on or about the twenty-fifth day of June, and that the said Urquhart, on or about the day aforesaid, procured the said sheriff still further to adjourn the sale thereof until the twenty-third day of July, and that on or about the day to which the said property was last adjourned and before the sheriff had put up the same for sale, the said David C. Urquhart filed his petition in this honorable court, alleging among other things that he, the said David C. Urquhart, was the owner of a large and valuable part of said Bloomfield Cottage Farm, and that the master's report was erroneous in reporting the amount that was due on the said ten thousand dollar mortgage assigned to Edward M. Davis for the benefit of said firm by John B. Myers as aforesaid, and claiming if anything whatever was due to said John B. Myers upon said mortgage, it was a much less sum than the amount reported, and prayed to have the final decree opened and the report set aside, and that said Urquhart might be allowed to produce evidence, &c. and that said sheriff might be enjoined by injunction from proceeding to sell said farm, as will more at large appear by a reference to the said petition and the injunction issued thereon, and the proceedings in said case, and to which these defendants pray leave to refer, if it be necessary so to do.

And these defendants further answering, show, that an injunction was issued as prayed for in said petition, enjoining said William P. Tatem from selling the said farm, which said injunction was served upon said sheriff by said Urquhart, on or about the twenty-third day of July, one thousand eight hundred and fifty-six, just previous to his proceeding, to sell the said farm, that the

sheriff immediately suspended the said sale. That thereupon the said David C. Urquhart, with four of his creditors, to wit: John R. Jaffray, Richmond W. Jaffray, Edward S. Jaffray and Arthur Jaffray, trading, &c. as J. R. Jaffray & Sons, who had a judgment against said David C. Urquhart, and who joined with said David C. Urquhart in the prosecution of said petition, and upon notice proceeded to take testimony before a master of this court to prove among other things, that said mortgage for ten thousand dollars, had been paid and satisfied, and that it was not a valid and subsisting incumbrance upon said farm, and that said sheriff's sale was fraudlent, that many witnesses were examined in said case, on the part of the said Urquhart, and the said J. R. Jaffray & Sons, and the evidence thus taken was submitted to the chancellor, who after hearing the argument of counsel for said David C. Urquhart, and counsel for said J. R. Jaffray & Sons, and counsel for John B. Myers, and deliberating upon the same, dissolved the injunction and dismissed the petition, on or about the first day of October last past.

And these defendants further answering, submit, that all the material matters set up and urged by these complainants in this suit, to wit: the payment and transfer of said ten thousand dollar mortgage, and purchase of said farm by Charles W. Wharton, at sheriff's sale as aforesaid, and the pretended fraud connected with it more fully investigated and decided upon in the two cases of the said David C. Urquhart and the case of the said John R. Jaffray & Sons, creditors of the said David C. Urquhart, and that they cannot and ought not to be called again in question and made a subject of controversy in this honorable court, and these defendants claim the same benefit and advantage of the decision made in said case as though they had specially pleaded the same in bar.

And these defendants further answering, say, they have been informed and believe, and therefore charge, that the bill of complaint filed in this case has been procured to be filed by and through the said David C. Urquhart, and the judgments in the Circuit Court obtained by the complainants against said David C. Urquhart, were entered at his instance and request, for the purpose of basing the proceedings against these defendants; that there is a secret understanding and a corrupt agreement between the said David C. Urquhart and the said complainants, to cheat and defraud the firm of E. M. Davis & Co. out of the amount due them on their said mortgage and the judgment assigned to them by the said Francis Lee; and the said Charles W. Wharton, out of the purchase he made of said farm at the sheriff's sale, and the said Jonathan P. Burton, out of the amount due him on his said judgment assigned to him by said John James Smythe. That while the bill

is filed nominally in the name of the complainants and the creditors of the said David C. Urquhart, the same was got up by and through his, the said David C. Urquhart's aid and assistance, and filed for his benefit as well as the complainant's. That it was at his, the said David C. Urquhart's instance and request, and through his procurement that it was filed, and most of the information and matters set out in it being furnished by and through him.

And these defendants deny all unlawful combination and confederacy in said bill charged, without that, that any other matter or thing material for these defendants to make answer unto, and not herein and hereby well and sufficiently answered, confessed or avoided, traversed or denied, is true to the knowledge or belief of these defendants, or either of them, all which matters and things these defendants are ready to aver, maintain and prove as this honorable court shall direct, and humbly pray that said injunction may be dissolved, and that they and each of them may be dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

THOMAS H. DUDLEY,
Solicitor and of Counsel with Defendants.

State of Pennsylvania, } ss:
City of Philadelphia. }

Before me, the subscriber, a commissioner, resident in Philadelphia, duly appointed by the governor of New Jersey to take acknowledgements of deeds, &c. to be used or recorded therein, personally appeared Edward M. Davis, Charles W. Wharton, and Henry Earle, three of the defendants in the above answer, all residing in the state of Pennsylvania, each alleging himself to be conscientiously scrupulous of taking an oath, and each being severally affirmed according to law on their several affirmations, say, that the acts, matters and things set forth and contained in the above answer, so far as they relate to their own acts and deeds of the firm of E. M. Davis & Co. are true, and so far as they relate to the acts and deeds of other persons, they believe them to be true.

E. M. DAVIS,
C. W. WHARTON,
HENRY EARLE.

Sworn and subscribed before me, at Philadelphia, this 13th day of February, A. D. 1857.
CHARLES SERGEANT, *(L. S.)*
Commissioner of N. J.

State of Pennsylvania, } ss:
City of Philadelphia, }

On this thirteenth day of February, A. D. 1857, before me, a commissioner, resident in Philadelphia, duly appointed by the governor of New Jersey to take acknowledgements of deeds, &c. to be used or recorded therein, personally appeared John Durborrow, one of the defendants in the above answer, residing in state of Pennsylvania, being duly sworn according to law, says, that the acts, matters and things set forth and contained in the above answer, so far as they relate to his own acts, and the acts of the firm of E. M. Davis & Co. are true, and so far as they relate to the acts of others, he believes them to be true.

JOHN DURBORROW.

Sworn and subscribed before me, at Philadelphia, this 13th day of February, A. D. 1857.
CHARLES SERGEANT, *(L. S.)*
Commissioner of N. J.

New Jersey, } ss:
Hudson County. }

Jonathan P. Burton, Albert Gardner and Godfrey W. Steinbrenner, each being severally sworn upon their respective oaths, do depose and say that the facts, matters and things set forth in the above answer, so far as they relate to the acts and deeds of these defendants respectively, are true of their respective knowledge, and so far as they relate to the acts and deeds of each other, and of other persons, they each believe the same to be true.

JONATHAN P. BURTON,
A. GARDNER,
GODFREY W. STEINBRENNER.

Sworn and subscribed before me, at Jersey City, this 14th day of February, A. D. 1857.
ROB. GILCHRIST, Jr.
Master in Chancery.

A true Copy. W. M. BABBITT, *Clerk.*

The Replication.

In Chancery, New Jersey.

Between

HENRY ROBINSON and WILLIAM H. PARSONS, *Complainants*,

and

DAVID C. URQUHART, EDWARD M. DAVIS, CHARLES W. WHARTON, JONATHAN P. BURTON, JOHN DURBORROW, GODFREY W. STEINBRENNER, HENRY EARLE, ALBERT GARDNER, SARAH M. HALL, JOHN M. KAIGHN, JOHN JAMES SMYTHE, FRANCIS LEE, JOHN B. MYERS, and WILLIAM P. TATEM, *Defendants*.

Replication.

These repliants, saving and reserving to themselves all, and all manner of advantage of exception to the manifold insufficiencies of the said answers of the said Eward M. Davis, Charles W. Wharton, Jonathan P. Burton, John Durborrow, Godfrey W. Steinbrenner, Henry Earle, and Albert Gardner, J. M. Kaighn, for replication thereunto, say, that they will aver and prove their said bill to be true, certain and sufficient in the law to be answered unto, and that the said answer of the above named defendants, is uncertain, untrue and insufficient to be replied to by these repliants; without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed or avoided, traversed or denied, is untrue: all which matters and things these repliants are, and will be ready to aver and prove, as this honorable court shall direct; and humbly pray, as in and by their said bill they have already prayed.

P. L. VOORHEES, *Sol.*

The Notice.

In Chancery, New Jersey.

Between
HENRY ROBINSON and WILLIAM H. PARSONS, *Complainants*,
and
DAVID C. URQUHART, EDWARD M. DAVIS, and others, *Defendants*.
} *On Bill, &c.*

Sir—Take notice that depositions of witnesses will be taken in this cause, on behalf of the complainants, at the office of Charles P. Stratton, Esquire, in the city of Camden, on the fourteenth day of May, instant, at the hour of ten in the forenoon, before Charles P. Stratton, Esquire, one of the Masters and Examiners in the Court of Chancery of New Jersey.

Dated May 1st, 1857.

Your Obedient Servant,
P. L. Voorhees, *Solicitor of Complainants.*

To Thomas H. Dudley, Esq., *Solicitor of Defendants.*

The Depositions.

In pursuance of the foregoing Notice, I was attended, at the time and place therein specified, by Peter L. Voorhees, Solicitor of Complainants, and Thomas H. Dudley, Esquire, Solicitor of Defendants—

Mr. Voorhees stated that himself and Abraham Browning, Esquire, of counsel with him in this cause, were both employed in court at this time, (Camden Circuit Court,) and producing a letter from one of his witnesses, declaring his inability to attend the examination to-day, moved for an adjournment; whereupon, the taking of testimony in this cause is adjourned to the same place, to Monday, the eighteenth day of May, instant, at the same hour.

Mr. Dudley, on part of defendants, desires it to be entered, that he objects to this adjournment, and to the frequent adjournments which have been made in the taking of depositions in this cause. He has attended, with his parties, five times previously, at very great sacrifices and inconvenience. In every instance such adjournment being made at the request of complainants.

Monday, May 18th.—Parties appeared in pursuance of foregoing adjournment.

At the request of Thomas H. Dudley, Esquire, the taking of depositions in the cause is adjourned to Monday next, May 25th, at the same hour and place.

Monday, May 25th, 1857, 10 o'clock, A. M.—Was attended by Abraham Browning, Esq. of counsel for complainants, Peter L. Voorhees, Esquire, solicitor of complainants; and Thomas H. Dudley, Esquire, solicitor of defendants. Parties being ready, proceeded to take depositions.

Complainants offered in evidence a paper writing, purporting to be a promissory note, drawn by Urquhart & Co. to the order of Henry Robinson & Co. marked Exhibit No. 1, on the part of complainants.

Also, offer in evidence other paper writing, purporting to be a promissory note, drawn as aforesaid, dated August 10th, 1851, marked Exhibit No. 2, on the part of complainants.

Also, offer in evidence another paper writing, being a promissory note drawn by Urquhart & Co. to the order of ourselves for Mdze. from S. A. Cochran & Co. dated June 2d, 1851, marked Exhibit No. 3, on part of complainants.

Also, offer in evidence a paper writing, being note drawn by Urquhart & Co. to the order of S. A. Cochran, dated September 1st, 1851, marked Exhibit No. 4, on part of complainants.

Also, other paper writing, being promissory note drawn by Urquhart & Co, to the order of S. A. Cochran & Co. dated October 1st, 1851, marked Exhibit No. 5, on part of complainants.

Also, an exemplified copy of a judgment obtained by Henry Robinson and William H, Parsons against D. C. Urquhart, in Camden Circuit Court, marked Exhibit No. 6, on part of complainants.

Also, an exemplified copy of a judgment, obtained in same

court, by William H. Robinson, alone, against David C. Urquhart, trading, &c. marked Exhibit No. 7, on part of complainants.

Also, an exemplified copy of judgment, obtained in New Jersey Supreme Court, by John James Smythe, against David C. Urquhart, marked Exhibit No. 8, on the part of complainant.

Also, an exemplified copy of judgment, obtained in Camden Circuit Court, by Francis Lee against David C. Urquhart, marked Exhibit No. 9, on the part of complainants.

Also, a paper writing, purporting to be a bond and warrant of attorney, from David C. Urquhart to John W. Mickle, Esq. dated March 25th, 1853, marked Exhibit No. 10, on partof complainants.

Also, paper writing, purporting to be a mortgage, drawn by same to same—same date—marked Exhibit No. 11, on part of complainants.

Also, paper writing, purporting to be an assignment of the foregoing bond and mortgage; and so much of the decree as is founded upon the same, from John W. Mickle to Henry Robinson and William H. Parsons, dated March 25th, 1853, marked Exhibit No. 12, on part of complainants.—The execution of this assignment admitted by defendants.

Also, a paper writing, purporting to be a deed of marriage settlement, made by Samuel W. Hall and Sarah M. Haines, to John M. Kaighn, dated June 9th, 1849, marked Exhibit No. 13, on part of complainants. (All these exhibiis of promissory notes objected to.)

William P. Tatem, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith: (being called on the part of complainant) I was sheriff of the county of Camden, during the year 1855 and up to November, 1856. Being shown a deed from William P. Tatem, sheriff, to Charles W. Wharton, dated October 20th, 1855, marked Exhibit No. 14, on the part of complainant, says:

That is a deed executed by me under execution against said David C. Urquhart, at or about the time it bears date. I sold the real estate of David C. Urquhart about the 10th of October, 1855. I have a docket. I have a sale book in which I kept a record of my sales, which is here.

Sheriff's book of sales produced, marked Exhibit No. 15, on part of complainant.

Witness being referred to page 43 of said book, says:

That is my memorandum of the sales of the property mentioned in the deed made at the time of the sale. I sold the property, in four tracts, to Charles W. Wharton. He signed the conditions. The last tract sold he signed for David W. Carrell. These signatures to the sales of those four tracts, are his proper signatures, made in my presence. He was personally present at the sale. David C. Urquhart was also personally present. The sale took place at the West Jersey Hotel, in the City of Camden. There had been a previous adjournment of the sale from the twelfth day of September, eighteen hundred and fifty-five, to the following tenth day of October. This adjournment was at the instance of Mr. Urquhart. He applied for it, or it would not have been given without. I made a deed to Mr. Carrell for the fourth tract. The memoranda on the right hand side of my book, page 43, specify

truly the prices at which those tracts were struck off. There was no money paid in consideration of those deeds, unless Mr. Carrell paid me the five dollars. I will not say whether he did or not. I recollect his calling at my office prior to the day of sale. He siad he saw we had his farm advertised, and that he was willing to give five dollars, the price of the sheriff's deed for it. Whether he paid those five dollars I cannot tell. Mr. Dudley paid me my fees and expenses of sale—my impression is, between twenty-eight and twenty-nine dollars. I had not seen Mr. Wharton the morning before the sale, but I saw him in the afternoon, at the hotel, prior to the sale. He came over the river with several gentlemen. I do not know who they were. I saw him afterwards in company with Mr. Dudley and Mr. Urquhart. I think they were talking together. The sale took place in the bar-room of the West Jersey Hotel, where sales usually take place.

I cannot say that I saw Mr. Dudley, Mr. Wharton and Mr. Urquhart go into any other part of the hotel before the sale took place. I saw them come down stairs together. Mr. Urquhart applied to me for an adjournment prior to the sale.

Question. On the day of sale, shortly before you saw those three gentlemen come down stairs, were you asked by any of them to delay the sale, and if so, for what purpose?

Mr. Urquhart called upon me (Mr. Dudley objects to all that Mr. Urquhart told the witness) and asked me not to sell for a few minutes—that he thought the matter would be settled—that they were about making some arrangement about it. I think I stood then at the door, or on the steps of the hotel. In consequence of that, I delayed the sale. Mr. Urquhart went up stairs, and I waited till he and the other two gentlemen, Mr. Dudley and Mr. Wharton, came down. I can't tell how long after he made this request before they came down; perhaps it was twenty minutes, perhaps longer. On their coming down stairs, Mr. Urquhart came to me and said they had arranged matters. (What Mr. Urquhart said objected to.) At that time Mr. Dudley and Mr. Wharton were in the bar-room. I was also there. Mr. Urquhart told me they had made him pay pretty well for it, but they had arranged matters, and the property would be sold. I proceeded then to sell. In a few minutes we sold. We were not in the habit of selling till a certain time. It may have been a little after this time when they came down stairs; I will not be positive about that. When Tract No. 3 was set up, there was a proclamation made by Mr. Urquhart, relative to the incumbrances upon it. He spoke of the amount of claim against it. I disrememder the amount, but it was thousands of dollars; it was quite a heavy claim; my impression is, that the amount he stated was not so high as seventeen thousand dollars. He spoke of claims against several of the tracts. It seemed to be his disposition and wish that the property should sell as low as possible. I do not recollect whether Mr. Urquhart and Mr. Wharton stood together at the time of the sale. They were together prior to the sale, and after. I saw them together. Whether they stood together at the actual time of selling, I do not recollect. They may have been together, and may have been a few feet apart. I remember Mr. Urquhart said the matter was amicably arranged, and that Mr. Dudley was with them now. (Objected to.)

Question. Did Mr. Wharton and Mr. Urquhart after the sale was over, appear satisfied or dissatisfied at the result of the sale? (Objected to by Mr. Dudley, as an illegal and improper question.)

They seemed satisfied. I heard no expression of dissatisfaction from either of them. I think I had at that time executions against David C. Urquhart, at the suit of John James Smythe and Francis Lee. I think Mr. Urquhart told me at that time that Mr. Wharton or Mr. Burton had bought one or both of those judgments. I won't be positive whether it was Wharton or Burton, or both of them. I do not know Smythe or Lee. There were several gentlemen came over with Mr. Wharton. Mr. Smythe and Mr. Lee may have been there. I do not know. Witness referring in same book, (Exhibit, No. 15,) page 152, says: this is a memorandum of the sale of Bloomfield Cottage Farm, being tract No. 3 of previous sale, said sale being on foreclosure against said farm. This sale took place April 29th, 1857. It was struck off for fifteen thousand, eight hundred dollars. Jacob Rorer signed the conditions for Charles W. Wharton. I subsequently made a deed to Charles W. Wharton, for fifteen thousand, eight hundred dollars. The money was paid to me in three different checks.

Mr. Dudley came to me after the sale, and said to me if I would come to his office he would pay me the per centage. He gave me the check of E. M. Davis & Co. on the Bank of North America, for seven hundred and ninety dollars, drawn to the order of Charles W. Wharton, endorsed by him. Copy of said check offered in evidence by complainants, and marked Exhibit, No. 16.

On the day the deed was to be delivered, Mr. Dudley handed me a check for four thousand, seven hundred and sixty-four dollars and forty-four cents, drawn by Davis, Burton & Co. to the order of Charles W. Wharton, on the Bank of North America. Copy of said check offered in evidence by complainants, and marked Exhibit, No. 17. The day the deed was to be delivered, ten days after sale, May 9th, Mr. Dudley handed me the above check, and his own check for the balance. Previous to this last sale, I had advertised the property, I had advertised the property on the same execution out of chancery. It was advertised for the twenty-eighth day of May, 1856, and adjourned to June 25th, 1856, four weeks. From the 25th of June, it was adjourned to the 23d of July, four weeks. On the 23d of July I was stopped by injunction. These memoranda are on page 96 of my book of sales, (Exhibit, No. 15.)

That injunction was removed, and the property was advertised again for sale upon December 17th, 1856, at the West Jersey Hotel.

This sale was stopped by injunction served upon me on the afternoon of December 16th, the day before the sale. I won't be positive, whether this injunction was served on the day before the sale, or the day of the sale. One injunction was served on the day of the sale, and one on the day before; I disremember which was served on the day of sale, and which the day before.

(Mr. Voorhees for complainants, here served notice upon Mr. Dudley, to produce a deed from Charles W. Wharton to Benjamin W. Cooper, of Bloomfield Farm. Mr. Dudley acknowledges service of notice, but declines to produce the deed.)

I saw a deed in the clerk's office of Camden county, purport-

ing to be from Charles W. Wharton to Benjamin W. Cooper, for the Bloomfield farm; I do not remember whether the name of Wharton's wife was in the deed or not; this was on or about the 17th of December, 1856; I read part of the deed; I think the clerk and surrogate were there; the deed was deposited at that time in the office for record, the clerk told me; I think the execution of the deed was acknowledged; I will not be positive, however; I looked into the deed, seeing it was from Wharton, to see if it was Bloomfield; finding the boundaries the same as Bloomfield, I (Objected to, on the ground of irrelevancy, and because better evidence might be produced, Mr. Cooper being within reach of process); the price was between thirteen and fifteen thousand dollars; I think the surrogate made a calculation of the price per acre from the consideration made in the deed; I think this was the same day the injunction was served on me; my impression is, that I saw the deed prior to being served with the injunction, but on the same day; I do not recollect the date of the deed; I have not seen it since; the clerk told me it had been taken away.

Being cross-examined, witness says:—

I have got handbills when the property was advertised for sale; I at did so on the second sale, the 17th day of December, 1856; I mean extra extra hand bills; I think I did not get out extra handbills at the previous sale; I got out handbills at one of the sales; I will not be positive which; my impression is, it was for the December sale: it may have been at the July sale; my impression is now, it was at the sale on the 23d of July, 1856, these bills were got out; I got them at the instance of Mr. Dudley; he requested me to do so, and to send them over the country, which I did; there were extra handbills, April 29th, 1857; these were extra handbills; there was a good many of these bills circulated over the country; Mr. Browning got them out, and sent them to my house. I do not know how many there were, (Mr. Browning admits there were a hundred extra bills printed,) Mr. Browning said he wanted Bloomfield to bring all she would; these were sent by me all over the country.

Being shown a copy of the West Jerseyman newspaper, printed in Camden, dated April 29th, 1857, marked Exhibit A, on the part of defendant, says:

The advertisement of Bloomfield Cottage Farm in this paper is a copy of the extra bill.

Mr. Browning admits this to be so, and says he ordered such advertisement to be put in both the West Jerseyman and Camden Democrat.

The farm was sold on April 29th, 1857; Mr. Browning was one of the chief bidders at the sale; he told me at the time, he was bidding for Jacob O. Ewing; he run up the farm considerable; I did not see at first who was bidding; he bid on the last part of the sale several thousand dollars; I generally gave defendants one or more adjournments, if they requested it, while I was sheriff; this was my practice while sheriff, when the application was made by defendants; and it was generally made by defendants; while I was sheriff, my hour of making sales, was from half past two to three o'clock. It was generally about three that

I sold; we advertised at two o'clock, and when we were satisfied that all the parties were present, we sometimes sold at half-past two, but generally waited till three; the sale made on the 10th day of October, 1855, was made at about the usual time; it may have been a little after; it may have been a few minutes before, or just at three, or fifteen minutes after; this sale was regularly made; it was made at the place, and in the manner I always made my sales; I delivered the deed made under the common law executions, to Wharton, to Thomas H. Dudley; I don't know that I delayed the sale at all, under the common law executions; I don't know that the time had arrived for the sale when Urquhart went up stairs; it may, and may not; I don't think it was before three. I recollect that when Urquhart came down stairs the time had arrived for selling, and it was sold; those conversations with Urquhart on the day of the sale, respecting the matter being amicably arranged, &c. were with me, privately; he did not call up Mr. Wharton or Mr. Dudley to hear what he said; do not remember whether they were standing near enough to have heard or not; after the sale, Urquhart remarked that Wharton had bought it, and that it was all right; or would be all right; nothing else was said to my recollection.

Being re-examined in chief, says:

I made copies of those checks (Nos. 16 and 17 Exhibits,) at your (Mr. Browning's) request; I stated that the sale was regularly made; it was not usual for a proclamation to be made, such as Mr. Urquhart made on that day; don't recollect that such a thing ever happened to me before.

Cross-examined.

Being asked by Mr. Dudley, whether he made an open proclamation of incumbrances, says:

I mean he merely stated loudly and clearly in the bar-room, what those incumbrances were; I understood that Mr. Carrell, (David W.) to whom I conveyed the last property under the common law execution, was the father-in-law of Urquhart; I think Mr. Dudley was the attorney on record of Mr. Smythe and Francis Lee; with regard to the word "*privately*," used by me, when I spoke of the conversation had with Mr. Urquhart, respecting the matter being amicably arranged, &c.; I do not mean that he called me on one side, but he said this to me, in the bar-room; those that were standing within a foot or two, or two or three feet, might have heard. (Signed) WM. P. TATEM.

Affirmed and subscribed before me, this twenty-fifth day of May, A. D. 1857. CHARLES P. STRATTON, *M. C. C.*

The further taking of depositions in this cause, adjourned to four o'clock, P. M. of to-day.

Four o'clock, P. M.—Examination resumed in the presence of Solicitors and Counsel.

John Newman, a witness produced on part of complainant, being duly sworn saith—I reside in New York city; I know the house of H. Robinson Co.; that firm is composed of Henry Robinson and William H. Parsons; have known them a little over seven

years; I am in their employ; I am a salesman; I know their books of original entries; their books are at their store in New York; I know David C. Urquhart;—

(Being shown a paper marked Exhibit, No. 18, says:)

This is a true copy of account on their books against Urquhart & Co.

Question. What is the balance that appears to be due by their books from Urquhart & Co. as charged against them? (Objected to on the ground that the books of account are the best evidence themselves; and to all questions in relation to the books and the accounts on books, till the books are produced.)

The sum is nineteen hundred dollars and eighty-nine cents; I am not acquainted with the signature of Urquhart & Co.

Cross-examined, says:

Have known David C. Urquhart about as long as I have known Henry Robinson & Co. seven years last September; this account was copied from an entry book, called our day-book, this morning; I cannot tell all the books we keep in the firm; I am not book-keeper; I know many they do keep; we keep a ledger, journal, day-book, cash-book, bill-book; we keep a good many more; but I know we keep those; this account was taken from the day-book: I do not know how it stands in the ledger; I never heard of our firm signing a release to Mr. Urquhart for these debts; never heard tell of any releases being given; to the best of my knowledge, the firm of Urquhart & Co. consisted of Mr. Urquhart and a gentleman who is dead now; I can't remember his name; I believe the other partner was dead; never heard tell of any deeds being given for these notes; I have seen Mr. Urquhart within a year before to-day; cannot tell exactly the time; think it was within a year; did not know when this suit was begun; saw Mr. Urquhart last in Henry Robinson & Co.'s store; can't tell whether that was last fall or not; don't know whether Mr. Urquhart corresponds with our firm or not; can't tell whether there are any entries or credits in our day-book since these items, against or in favor of David C. Urquhart; before these were; can't tell whether there are since; did not look over the books to see if there were any charges or credits since that period; did not examine the ledger to see whether there were any credits there; did not examine the journal to see whether there were any entries there.

(Signed) JOHN NEWMAN.

Sworn and subscribed before me this twenty-fifth day of May, A. D. 1857.
CHARLES P. STRATTON,
M. C. C.

Memorandum. Mr. Dudley served notice upon Mr. Voorhees to produce all books of account and entries in relation to or concerning David C. Urquhart, or Urquhart & Co. also all letters, contracts and agreements, deeds and writings between the same. Service acknowledged by Mr. Voorhees. Copy of said notice annexed.

Robert H. Ochiltree, a witness produced on part of complainant, being duly sworn, saith: I reside in New York City. I knew the house of S. A. Cochran & Co. That firm is dissolved. It was

dissolved about three years, or three years and a half since. That firm, when in existence, was composed of S. A. Cochran and J. W. Cochran. They are both still living. They are both in Europe. Their books of account are in Ireland, Dublin. I was personally acquainted with them, whilst in New York—was in their employ. The junior partner carries on the same business now, and I carry on the business for him while he is in Europe, by letter of attorney. I saw the books leave for Europe; helped pack them up when Mr. S. A. Cochran was going. I am acquainted with the signatures of S. A. Cochran & Co.

Being shown Exhibits, Nos. 3, 4, and 5, says: the endorsements on the backs of these notes, are the proper signatures of S. A. Cochran & Co.

Being cross examined, says:

I never heard of any agreement between Urquhart & Co. or David C. Urquhart and S. A. Cochran & Co. nor of any conveyances for any part of those notes. I don't know anything about the books, only that they are in Europe; nor what they contain. Am acquainted with William H. Baird. I did not tell him within a short time that Cochran & Co. had settled this matter with Urquhart by taking some lots of him. Do not recollect having any conversation with him about it.

(Signed) R. H. OCHILTREE.

Sworn and subscribed before me, this twenty-fifth day of May, A. D. 1857.

CHARLES P. STRATTON,
M. C. C.

Examination adjourned to May 26th, 10 o'clock A. M.

May 26th, 10 o'clock A. M.—Examination proceeded according to adjournment. *Ellis Pilling*, a witness produced on part of complainants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I reside now in Philadelphia, and have resided there for the last eight or ten years. My business now is the commission business. On the 10th of January, 1854, I was a broker. From that period up to about two months past, I continued to be a broker. Shortly before the 10th of January, 1854, I was employed by Mr. David C. Urquhart, to negotiate a loan of $10,000 for him. I did negotiate that loan with John B. Myers, of the house of Myers, Claghorn & Co. I knew the purpose of Mr. Urquhart in requiring that loan, and I stated that purpose to John B. Myers, of the firm of Myers, Claghorn & Co. (Objected to as irrelevant and illegal.) I called on Mr. Myers, previously to the 10th of January, 1854. I said to him, Mr. Urquhart has taken a large store in Strawberry street, at fifteen hundred dollars per annum, for the purpose of conducting the commission business. (All the conversation between witness and Mr. Myers objected to.) Mr. Urquhart was short of capital. I asked him if he would loan to Mr. Urquhart ten thousand dollars, in the firm's paper, for which Mr. U. would give him collateral. I explained to him the advantage it would be to him, in selling his goods at public sale, they being auctioneers. Mr. Myers said, "call again." I called with Mr. Urquhart, and the arrangements were entered into. Then these securities were

given. (A receipt being shown to witness of collaterals given by John B. Myers to Ellis Pilling, marked Exhibit, No. 19, on part of complainants. (Objected to.) This is the receipt given by Myers, Claghorn & Co. at the time the loan was negotiated. The several securities mentioned in that receipt were handed to Myers, Claghorn & Co. as collateral for the loan. The loan was made in the paper of Myers, Claghorn & Co. four notes of twenty-five hundred dollars each, bearing date, January 10th, 1854, six months; do not recollect to whose order. The paper was made by them, but don't recollect to whose order made payable. It may have been Mr. Claghorn's, it may have been Mr. Urquhart's, or my own. This paper (Exhibit, 19) is correct. My notes were dated January 10th, 1854.

Question. I ask you now if you were correct when you stated the notes of Myers, Claghorn & Co. bore date on the tenth, or whether you meant your own notes, bore date the tenth to Myers, Claghorn & Co.?

(*Note.*—Mr. Browning puts in the hands of the witness a memorandum.)

This paper (No. 19 Exhibit) is correct. My notes bore date January 10th, 1854, for twenty-five hundred dollars each. Their notes were dated a few days after mine. I had no other operation with them of this amount, so that there can be no mistake. Their notes were dated January 14th, 1854. Their notes were for six months, mine for same time. The securities mentioned in Exhibit, No. 19, were collateral, for the payment of the loan to Urquhart of ten thousand dollars. That loan was evidenced by our notes. Our notes were paid at maturity, and my notes have always been paid at maturity. They were not renewed. They fell regularly due at bank, and were paid there. Those notes we received from Myers, Claghorn & Co. were discounted on the street, just about the same day, some time in the same day they were given. The proceeds were paid over by me, or the broker, to Urquhart. He said he had to go right around to Mr. Davis. Mr. Davis was waiting for him. (Mr. Dudley objects to what witness states in reference to what Mr. Urquhart told, and to all conversation between himself and Mr. Urquhart.) Mr. Urquhart was present at the time this loan was negotiated with Mr. Myers. At the time the notes were executed he was present. The operation was entirely for him. I presume Mr. Myers so understood it. The papers were in his name. He said he wanted the mortgage on Bloomfield made direct from Urquhart to himself. He objected to Urquhart's having the mortgage made to me and assigned over to himself. He said the operation was with him, and he preferred to have it made direct.

Being shown two paper writings, marked Exhibits, Nos. 20 and 21, says:

These are the bond and mortgage to which I refer. These papers were executed simply as a collateral security for the payment of those notes of ours. They were made to Myer's as security to them for the loan of ten thousand dollars. The other securities mentioned in that receipt (Exhibit, No. 19, also belonged to Urquhart, and they were delivered over as collaterals also.

Question. Had you, at that time, or any time afterward, authority from Mr. Urquhart to pledge that mortgage with John B. Myers,

or Myers, Claghorn & Co. as security for any other indebtedness? (Objected to.)

No sir. I have had conversations with Mr. Davis and Mr. Burton, respecting the payment or satisfaction of that bond and mortgage. The conversations with Mr. Burton were at my store, No. 9 Jones', Alley. It was a long time after these notes had been paid these conversations occurred. We were all friendly together then. I had an account against Mr. Urquhart for operations, and Mr. Burton was desirous of helping him out of his troubles, as he said. Mr. Burton made propositions to me to pay money to Myers, that I owed them, and take these collaterals that Myers had. I declined their offers for a time. Burton and Urquhart were together; they were dealing together; they were friendly then. I made Urquhart's account up to eighteen thousand dollars, that he owed me; interest, commissions, charges and one thing or another. Burton offered to furnish money to lift these things, and offered ten thousand dollars. Mr. Urquhart advanced to thirteen thousand dollars, in the presence of Mr. Middleton, Front street. This was Urquhart's offer. The matter went on for some days, and I had an interview with Mr. Burton or Mr. Urquhart. I waited upon Mr. Myers. There was a correspondence going on between Messrs. Davis, Burton, Urquhart and Myers. Mr. Myers says "settle this thing, there will be difficulty." Myers and myself went to Mr. Guillou's office. (What took place between Myers and Guillou objected to.) Mr. Guillou said to me "settle this thing." I said I will call again. I afterwards saw Mr. Burton, Mr. Burton said to me, the mortgage is not worth a cent; you had better settle. I think the letter says the same thing. I think you have the letter, Mr. Browning. I think Mr. Browning has letters to the same effect. Then I settled for ten thousand dollars, when I was offered thirteen thousand dollars before, in the presence of Mr. Middleton. Mr. Myers marked the mortgage; that is, the assignment of the mortgage, "without recourse to us." Mr. Myers knew what he was doing.

Question. Did Mr. Burton state to you in that, or in any of his conversations, why the mortgage was not worth a cent?

He said that Mr. Urquhart had told him the mortgage was paid. Mr. Burton knows that.

Question. Did you then give your consent that Mr. Myers, should assign the bond and mortgage, and other collaterals to E. M. Davis?

I gave my consent to Urquhart and Burton that this should be done. I gave a written order.

Being shown a paper marked Exhibit, No. 22, says: This is a copy of the order. I saw the bond after it was assigned; after the writing was on the back of it. I was not present when the papers were handed over to E. M. Davis.

(*Note.* Mr. Dudley acknowledges service of notice to produce the assignment, and declines.)

Witness being shown a paper writing, marked Exhibit, No. 23, says; I remember these words, "without recourse to or reclamation upon me in any event, or upon any contingency whatever." Mr. Myers gave me a thousand dollars to have the matter set-

tled. I should say this paper is a copy of the assignment. I don't recollect whether the assignment was on the back of the mortgage or on a separate piece of paper.

Question. Did you learn from Mr. Burton, Mr. Wharton, or any other member of the firm of E. M. Davis & Co. the object of the assignment of that mortgage to E. M. Davis & Co.?

My conversations were principally with Mr. Burton. I said to Mr. Urquhart, I will give you five thousand dollars and let matters stand as they do. Mr. Urquhart said, no, give me ten thousand dollars and we will leave matters stand as they are, and you may use the collaterals as you please. This was an every day conversation for a month. Don't recollect whether this was before or after Mr. Burton went to Europe. I didn't care anything about it after I got the matter settled. What I understood was, that Mr. Burton was to stand precisely in my shoes; that is, in reference to these collaterals. He was to have them assigned to him on paying me ten thousand dollars.

Being shown Exhibit, No. 19, says: These notes crossed off were paid at maturity, and twenty-five hundred dollars beside. The proceeds were paid over to me when I called for them. When I called, they were paid; when I left it, and did not call, they gave me credit for them.

Question. At the time that receipt was given (No. 19) were you indebted to Mr. Urquhart; and, if so, in what amount, and how was that indebtedness evidenced? (Objected to.)

I was indebted to him in the sum of five thousand dollars. It was evidenced by two notes of mine to him, of twenty-five hundred dollars each. One of these notes was given to Myers, Claghorn & Co. as collateral, the other I kept myself. The note mentioned at the bottom of that receipt (No. 19) is one. I cannot remember how that note was settled. It was settled. It never laid over. It was either paid at maturity or was due me in some operation with them.

(*Note.* Mr. Dudley acknowledges service of notice to produce receipt of John B. Myers.)

Being shown a paper marked Exhibit, No. 24, says: (Objected to, because this is is not the original.) This is the copy of the receipt of E. Pilling to Myers, Claghorn & Co. Am well acquainted with handwriting of John P. Burton.

Being shown paper, (Exhibit, No. 25, being a letter from J. P. Burton to David C. Urquhart, without date, says: this is the handwriting and signature of Mr. Burton. (Objected to.) Being shown another paper marked Exhibit No. 26, being an agreement between Burton and Urquhart, bearing date August 21st, 1855, says: I know the signatures of J. P. Burton. This is his proper signature, and that under is the proper signature of D. C. Urquhart. That of the subscribing witness is the proper signature of William R. Gries. The body of the agreement is the handwriting of David C. Urquhart.

Being shown a mutilated paper, marked Exhibit, No. 26, says: This is the handwriting of J. P. Burton. (Objected to, being irrelevant and mutilated.) Witness hands Mr. Browning a memorandum with the words twenty-two thousand dollars, to Davis written upon it. Mr. Browning asks him what he means

by it. (Memorandum marked as Exhibit, No. 28, on part of complainants.) Witness says: I meant to say that Mr. Davis received a mortgage of five thousand dollars on Kensington property at the time of the assignment to him, and a mortgage for two thousand dollars on Kensington property, and a mortgage on a brickyard for five thousand dollars, and the paid mortgage of ten thousand dollars on Bloomfield. Those three mortgages were assigned over to E. M. Davis at the same time as the Bloomfield mortgage was assigned. And it was upon the assignment of all these securities that a credit of ten thousand dollars was given me by Myers, Claghorn & Co. The mortgages on the Kensington property were good and valid. I am prepared to find a party who will give more for the property than the mortgages call for. I cannot speak for the brickyard mortgage. I value the brickyard at from one to two thousand dollars.

Question. Have you any recollection of any conversation with Mr. Burton, or any member of the firm of E. M. Davis & Co. at or about the time of that assignment, respecting the value of the Kensington mortgages?

Yes; With Mr. Burton frequently; and we agreed as to the worth of the mortgages; we never disagreed about that; we agreed that they were worth the money; Mr. Davis agreed to that; that those two mortgages were worth the money; but not the Jersey mortgage. I told Mr. Urquhart I would allow him $10,000 for these mortgages, let them stand as they were; I mean the Kensington property. In my conversations I always impressed it upon Mr. Urquhart that the property was worth ten thousand dollars. I do not mean the Jersey property. By Jersey property I mean the brickyard property. The property in Kensington has parts of houses on it; cellars. I estimated the Jersey brickyard property at from one to two thousand dollars.

Mr. Dudley offers, in behalf of E. M. Davis & Co. to convey the property in Kensington to Mr. Pilling, or anybody whom he may furnish, for the sum of seven thousand dollars. Mr. Pilling accepts the offer, if a good title is made.

Being cross examined on the part of defendants, saith:

Question. What was the consideration that was paid by E. M. Davis & Co. to John B. Myers, upon the assignment of the bonds and mortgages in question.

Mr. Davis paid to Myers, Claghorn & Co. $10,500, and received a mortgage on Kensington property for $5000, a mortgage on Kensington property for $2000, a mortgage on brickyard for $5000, the $10,000 Bloomfield mortgage.

Question. When were the assignments made? and were you present at the time of these assignments?

(*Note.* The witness has a bundle of papers before him from which he refreshes his memory, and which Mr. Dudley objects to his using. Witness lays papers aside.)

I don't exactly remember the day. I know that the assignment was made, and the funds went to my credit. Exhibit, No. 23, explains all.

Question. What were those papers you had before you?

I do not know.

Question. Who has taken them away from you?

I say I do not understand your question. Mr. Browning picked them up from the table.

Question. Where was the assignment executed?

I saw it afterwards, as I said before.

Question repeated. Where was the assignment executed?

There is no doubt about its having been executed. You have the papers.

Question. Do you know where it was executed?

I was told it was executed in the office of Messrs. Townsend & Williamson, conveyancers; I saw it after it was executed. That is what I say. Townsend & Williamson are in Arch street. I know Townsend, and I know Williamson. I do not know their first names. I called on Townsend myself in reference to the matter, at the request of Mr. Claghorn. Mr. Townsend's office is above Eighth street; over 800 by the new numbers. Do not know whether he is Eli K. Price's son-in-law, or not. Mr. Townsend was out when I called.

Question. You speak of going to Mr. Guillou's office, in your examination in chief, about these matters between Urquhart and yourself, how many times did you go?

I said nothing of the kind. I said between Davis, Burton, Urquhart and Myers.

Question. How many times did you go to the office of Mr. Guillou, about Davis, Burton, Urquhart and Myers?

I called once with Mr. Myers. We had a talk. I can't say how many times more I called. I might have been there twice with Mr. Myers. I made up my mind the first call what I would do.

Examination adjourned till 3 o'clock P. M. of to-day.

3 o'clock, P. M. Solicitors and Counsel being present as this morning, the cross-examination of Mr. Pilling, the witness on the stand at the hour of adjournment this morning, was resumed.

Question. Do you recollect calling more than once at Mr. Guillou's office with Mr. Myers?

Yes; I think we were there twice together about these matters. No person went with me beside Mr. Myers. I met persons there in the office. I met Mr. Urquhart. There were other persons there, but nobody connected with this.

Question When was this?

Can't say the day, it was before we settled.

Question. What do you mean by settling?

Before taking $10,500, and assigning and ordering Mr. Myers to deliver to Mr. Urquhart, or any party he might name, one mortgage for $5000 on Kensington property, a mortgage for $2000 on Kensington property, a mortgage for $5000 on the brickyard, Jersey, and the $10,000 Bloomfield mortgage.

Question. Please state, as near as you can, the length of time that intervened between your calling the first time on Mr. Guillou with Mr. Myers, and the settlement?

Can't recollect the time. From the first when we began to settle, till the settlement, was a long time. Mr. Burton called frequently during that time, and I called upon Mr. Davis several times.

Question repeated. State the time, as near as you can.

It is utterly impossible for me to state the time. I cannot tell.

Question. Was the period of time as much as a year?
No.
Question. Was it as much as one month?
I can't say.
Question. Do you think it was as much as six months?
No.
Question. Do you think it was as much as three months?
I should think it wasn't three months.
Question. Would you think it was as much as two?
It might not have been two.
Queston. Do you think it was?
I think not.
Question. Do you think it was as much as one month?
I can't say whether it was a month or not. It might have been.
Question repeated.
It might have been a month or more. I don't think anything about it.
Question. Do you mean to say that you have no thought about the time that elapsed between these periods?
I mean to say it is a matter of fact that Mr. Myers and myself called upon Mr. Guillou, but I cannot tell what time elapsed between that and the settlement.
Question. According to the best of your recollection, can you state the period that elapsed between your calling at the office of Mr. Guillou with Mr. Myers, and the settlement, any better than you have already stated?
Recollect calling with Mr. Myers, but can't remember the time.
Question repeated.
Can't.
Question. When was this conversation that you state having had with Mr. Burton and Mr. Urquhart, at your store, in Jones' alley, detailed in your examination in chief?
Mr. Burton and I had many conversations; we had many conversations, and at various times.
Question repeated.
Witness asks—What conversation?
Mr. Dudley answers—The conversation which you detailed in your examination in chief, when Mr. Burton was at your store, No. 19 Jones' alley, after the notes had been paid; when Burton proposed to pay the money that you owed, and take the collaterals.
Witness answers—I cannot state the particular times and dates.
Question. Please state as near as you can, the length of time before the settlement?
It might have been six months from the time we first began to talk of these things; the conversations were frequent; most every day for a long time.
Question. You have detailed a conversation that took place at your store (in your examination in chief,) No. 19, Jones' alley, between Mr. Urquhart, Mr. Burton and yourself; in which Mr. Burton made a distinct proposition to you, in reference to these transactitons; state about how long this was before the settlement took place, as near as you can recollect?

Can't recollect, exactly, how long it was; at the commencement of our talk with Mr. Burton; there were other matters connected with the mortgages which we were talking about; I can't recollect how long it was.

Question. Have you any recollection about the time at all?

I recollect that it was in the year 1855; I recollect that much.

Question. Can you tell whether it was in the spring, in the summer, in the fall or winter of 1855?

It was not in the fall the first talk took place; I think it was in the warm weather; it was earlier; I should think it might have been in the early part of summer.

Question. To the best of your recollection and belief, was the conversation in the early part of summer?

I can't say, positively.

Question repeated.

I can't say positively, that it was in the early part of summer,

Question repeated.

Can't say positively.

Question. Have you no recollection or belief about the time?

I said it was in warm weather.

Question. What time in warm weather?

Don t recollect.

Question. Do you recollect whether it was in summer or in winter?

I said I thought it was in the early part of summer.

Question. This is what you think then?

I said so.

Question. Had Mr. Burton anything at all to do with the last transaction?

What transaction?

Mr. Dudley answers—I mean the transaction, when the ten thousand five hundred dollars were paid and the mortgages assigned.

Answer—I did not see Mr. Burton then; how could I say what he did, or what he did not do; Mr. Burton might have been there by power of attorney.

Question. Do you know of his (Mr. Burton's) having anything to do with this last settlement?

Witness says—I want to understand the question, and asks the question to be read again.

I say he was not there in person at the settlement.

Question repeated.

I answer that part of the papers were assigned to Mr. Burton, and part to Mr. Davis; the Bloomfield mortgage was transferred to Mr. Davis; I am certain of this; the two thousand dollar Hoster mortgage, Kensington, was transferred to Mr. Burton; I don't recollect particularly who got the other two; Mr. Burton may have got one, and Mr. Davis the other; I gave an order to Myers, Claghorn & Co. to assign the papers to any party Mr. Urquhart might name; I have said that Mr. Burton was not personally present at the settlement; he might have been there by power of attorney; I did not see him.

Question. Do you know of Jonathan P. Burton having any-

thing to do with the negotiations, or with the transactions connected with this assignment, other than what is detailed in your last answer?

Witness asks—What assignment or assignments; there were a number made.

Mr. Dudley adds, that he requests the witness to state what assignment, he having said there were a number of them.

There was a five thousand dollar mortgage on Kensington property, a two thousand dollar mortgage on Kensington property, a five thousand dollar mortgage on the Brick Yard in Jersey, and the ten thousand dollar mortgage on Bloomfield, assigned.

Question. Are these all the assignments you know of?

Witness asks—To whom?

Mr. Dudley replies—You have stated there are a number of assignments; you have enumerated four: I ask you now, were there any other?

Answer. There were no others assigned by my order at that time.

Question. Were these four assignments made at the same time, or different times?

They were all closed with me at the same time.

Question. The question is now repeated; do you know of Jonathan P. Burton having had anything to do with any or either of these assignments, other than what you detailed in the answer previous to the first propounding this question?

Mr. Burton disappeared before this matter was brought to a final settlement.

Question. How long before this final settlement did Mr. Burton disappear?

It might have been a month; can't say exactly.

Question. Do you know when the final settlement took place; will you please state the date?

I think it was about the 26th day of September, 1855, that the thing was closed; it might have been a few days either way; I mean when the funds were placed to my credit; an agreement was made to settle some days before;—I mean placed to my credit by Myers, Claghorn & Co. I mean the $10,500 and the $1,000 that he gave me to settle the matter; I made the last agreement with Mr. Urquhart; the last agreement was $2,500 less than the first offer.

Question. Was anybody present when you made this agreement with Mr. Urquhart?

The first talk we had together by ourselves; then we started for the office of Mr. Guillou, where the matter was settled; it was done by counsel; Mr. Urquhart was in one room, and I in the other, and the counsel were talking about the matter; I agreed to take $10,500, and one thousand from Mr. Myers, to settle; Mr. Guillou was present; Mr. Myers was there; Mr. Urquhart was there; there might have been others there; I rather think Mr. Townsend was there; he came in towards the end.

Question. Do you remember of anybody else being there, besides those you have enumerated?

At this moment I do not recollect.

Question. About how long was this before the money was paid?

It was some days; I called a number of times at the store of Myers, Claghorn & Co.: they told me to call in a few days and the matter would be closed; it was not a very long time before the money was paid; it might have been within two weeks; I think may be it was; I generally called every day to ask about it; this was one of the times that I refer to in my examination in chief, as being at the office of Mr Guillou with Mr. Myers; I think we were there once besides, together, by appointment; Mr. Townsend was to have been there, but did not come; this was not very long before this; I went, at the request of Mr. Claghorn to Mr. Townsend, and asked him to step down to the office of Mr. Guillou; but he did not come; it was not very long before.

Question. Do you think it was more or less than a month before this that Mr. Burton made his disappearance?

I can't say; I did not charge my memory with these matters; this ten thousand dollars I speak of, was not paid in cash to me, but merely placed to my credit by Myers, Claghorn & Co. my indebtedness to Myers was in the neighborhood of $14,000; that was my indebtedness at the time we closed; I think there were no members of the firm of E. M. Davis & Co. present at Mr. Guiltou's office when I closed with Mr. Urquhart.

Witness's attention being called to Exhibit No. 19, is asked in whose writing the receipt is, says: this looks like the writing of James L. Claghorn to me; it may be the handwriting of Mr. Durborrow; it is the handwriting of one of the firm of Myers, Claghorn & Co.; it is difficult to tell the handwriting of Mr. Claghorn and of Mr. Durborrow apart; the signature to this instrument I tore off myself; I could have told if I had seen that; this might be the handwriting of Mr. Potter; they write so much alike, it is difficult for me to tell, except by the signature; there is handwriting of Mr. Claghorn's upon the paper.

Question. I see by looking at the receipt (No. 19,) that all the notes are crossed, save the one marked *Pilling* at the bottom; does not this crossing indicate that they are paid? They were paid or returned to me, all that are on the paper; they were all paid in money except two, which were returned to me, and which I afterwards collected; the one "E. Pilling," at the bottom was returned to me; this was my own, given by Urquhart to them as security like other notes; I don't think the proceeds of all these notes were paid to me; a portion was placed to my credit; these notes I can't tell where came from; I don't know where Urquhart got them; the notes which were given to me by Urquhart to hand over to Myers & Claghorn as collateral security, exceeded $10,000, and I kept one of my own notes; the smaller one.

Question. In transacting this business for Mr. Urquhart, in what capacity do you act?

As a broker; I charged him 2½ per cent. for all operations I made for him,

Question. Has not this paper been mutilated (meaning exhibit No. 19.); I had this paper pasted in a book; Mr. Urquhart called upon me, and requested me to let him have it; after a long while I consented, and said to him, I will take off the name of Myers, Claghorn & Co. I do not like to let these papers go out

of my hands; I took off the name in his presence.

Question. Has there not been a piece taken out of the side?

That piece was blank; there has been no writing by Myers, Claghorn & Co.; none of their figures; the marks in lead are my figures; their figures are in black, designating the gross amount; mine in lead, designating the nett proceeds; theirs is perfect as received from them, except the signatures at the bottom; I have the signature in my possession, but it is not here.

Question. Which one of the firm of Myers, Claghorn & Co. did you make the contract for the loan of $10,000 that you have mentioned in your examination in chief?

With John B. Myers; Mr. M. consulted Mr. Claghorn.

Question. Were the negotiations and transactions carried on between yourself and Mr. Myers alone, or with Mr. Claghorn.

I went to Mr. Myers at the first interview; there was nobody consulted but Mr. Myers; at the second interview, Mr. Claghorn was called in, and the negotiation was closed instanter; Mr. Claghorn was present, assenting to it; I cannot tell what time this was; the matter was closed, and it took some days to prepare the papers; Mr. Urquhart was with me when the matter was closed; I was spokesman in the case; I stated the matter to Mr. Myers; I said the matter is all right; the property is worth the money; I think nobody else was present but Mr. Myers, Mr. Urquhart, Mr. Claghorn and myself; it is not usual for any other members of the firm to be present at such conversations; Mr. Urquhart was present when the note for $10,000 was made to me; this receipt (No. 19,) may not have been dated on the day when it was given; it may be three or four days out; Mr. Claghorn made the notes, and delivered them to me; Mr. Urquhart was with me when they were delivered; whether they were handed to me or to him I do not remember; if I have handled them at all, it was at his request as broker; the notes were made for him.

Question. You have stated in your examination in chief, that you paid your notes, amounting to $10,000 at their maturity; will you be good enough to state with whose money you paid those notes?

I paid them with my own money.

Question. Then Mr. Urquhart became indebted to you in some $10,000.

I can't say; I don't know how the account stood between us; I might have been indebted to Mr. Urquhart on that day; we were operating together then largely.

Question. Was it not for his benefit that you paid these notes?

Witness says—I do not understand the question.

Mr. Dudley replies, that he means these notes having been given for Mr. Urquhart's benefit to secure a loan for him; when witness paid them, was it not the same as if the money had been advanced for Mr. Urquhart?

Witness says—I will explain: I collected money out of Mr. Urquhart's securities, and I paid the money regularly at bank, like any other note; I did not consult Mr. Urquhart respecting the payment of the notes; I was in funds from Mr. Urquhart's securities.

Question. To an amount of $10,000 at that time?

I should say the balance was against me at that time; that I had more than sufficient, because I held two notes of $2500 each.

Question. This being the case, why did you not take up the mortgage for $10,000, and return it to Mr. Urquhart?

Because I did not feel like doing it; Mr. Urquhart did not call for it; I am not in the habit of doing such things.

Question. Was the reason you have given the only one why you did not do so?

There might have been a thousand reasons I had to myself, which I did not explain to the world; I always used the papers till called for.

Question repeated.

I will give you one reason; I thought I would get the mortgage eventually, by operating with Mr. Urquhart; I played for it, and missed it; that is one of the reasons why I did not hand it back to him; I supposed for a long time I had a right to hold it in the hands of Myers, Claghorn & Co. to base some new operation on it, until counsel informed me to the contrary.

Question. You have stated one of your reasons for holding on to this mortgage; be goed enough to state the other reasons?

I decline stating any other reasons.

Question repeated.

I assign another reason; that is, by holding on to the mortgage, it threw funds into my hands, capital for example; if Mr. Dudley was to give me his note for $1,000 for two months, and should pay at the end of one month, I should still have the note to raise money upon.

Question. Had you not pledged this mortgage for $10,000 to Myers, Claghorn & Co. for all your indebtedness to that house previous to the maturity of these notes?

I say no; I had nothing to do with that; it was pledged for Urquhart's transaction; I was the broker.

Question. You say you did not pledge this mortgage for any of your own individual transactions after January, 1854, and before the maturity of these notes?

No, Sir.

Question. Was the only pledging you made of this mortgage previous to the maturity of these notes, for Mr. Urquhart's benefit?

No. The operation was made, and that ended the matter; there could be no pledging after it was once pledged.

Question. Did you not in the month of February, 1854, sign an agreement to Myers, Claghorn & Co. that they might hold this bond and mortgage, and other collaterals, for any indebted ness you might owe them?

I don't know; if you have any paper of that kind produce it, and I will explain it.

Mr. Dudley answers that he will produce such a paper when he sees proper.

I am of the opinion that I would not sign such a paper.

Mr. Dudley states that he has not such a paper, but merely asks the witness the naked question.

Question. Did Myers, Claghorn & Co. at, or about the maturity of these notes, execute to you new notes, amounting to $10,000, or any other amount; and state the amount in the place of those which were first given?

About that time they did make me notes considerably over $10,000; a good deal over $10,000; the exact amount I cannot state.

Question. Did you not issue or execute notes to them as security for these new notes they issued to you?

I gave them notes in all instances when they made notes to me, and gave the collateral to back.

Question. These new notes, issued by Myers, Claghorn & Co. were they not discounted, and your notes paid out of the proceeds, (I mean the notes for $10,000?)

I answer—No sir; I had plenty of money, enough without it.

Question. Did you not represent to Myers, Claghorn & Co. or some of the members of that firm, that it was necessary for them to issue new notes to you, to the amount of $10,000 to be discounted, to enable you to take up your own notes which you had previously given, or words to that effect?

I answer No; I could get money out of the bank, or from my friends; I think that very week I had a discount at the banks of $9,000; I could have honored ten thousand dollars from Myers without saying anything about that operation.

Note.—Mr. Dudley acknowledges service of notice upon him to produce at the examination in this cause, before me, to-morrow, the following papers, viz.:

1. Check of E. M. Davis & Co. on the Farmer's and Mechanic's Bank, dated 10 mo. 13th, 1855, to Francis Lee, for $816.

2. Check of E. M. Davis & Co. on bank of North America, dated 10 mo. 11th, 1855, to Thomas H. Dudley for $450.

3. E. M. Davis & Co.'s books of account of debts and credits in the year 1855, against, and in favor of David C. Urquhart, J. P. Burton and Charles W. Wharton.

4. The bonds and mortgages; one of $5,000, and the other of $2,000 on the Kensington property; and also the bond and mortgage for $5,000 on the Brick Yard property in Camden county, New Jersey, mentioned and referred to in the receipt for collaterals of Myers, Claghorn & Co. to E. Pilling, of January 10th, 1854, marked Exhibit No. 19, on the part of complainants, and mentioned and referred to by E. Pilling in his testimony, both in his examination in chief, and in his cross-examination by you; and also the assignment of those bonds and mortgages to E. M. Davis & Co. or some one of the members of that firm, dated May 26th, 1857; said notice being signed by P. L. Voorhees, Esquire.

The further examination of witnesses was then adjourned to to-morrow (May 27,) at ten o'clock, A. M.

May 27th, 10 A. M.—Mr. Dudley and Mr. Voorhees present; cross-examination of Mr. Pilling, witness on the stand yesterday, resumed.

Note.—Mr. Voorhees acknowledges service of the following notice served upon him by Mr. Dudley, viz.: to produce on the examination in this cause before me, on the first day of June next, the day book, the cash book, journal and ledger, belonging to the complainants, or either of them, containing the accounts and dealings between themselves and David C. Urquhart, and Urquhart & Co. since 1850, showing debts, credits; also letters, copies of letters and agreements between said parties.

Mr. Voorhees offers to produce the books, &c. on Friday next, to which Mr. Dudley consents.

Question. (To witness); did not Myers, Claghorn & Co. on, or about July 13th, 1854, execute to you notes amounting in the aggregate to $10,000, payable in five months?

I answer no; not payable in five months.

Question. Did they issue notes amounting in the aggregate to $10,000 at, or about the time above mentioned, payable at any other time, and at what time?

In the month of July, I was operating with Myers, Claghorn & Co. extensively; I had some paper from them; I can't say positively what amount.

Question repeated.

I answer the question by saying, that at that time I might have had large amounts of their paper; don't recollect the amount; was constantly receiving paper from them; most every day had an operation with them; sometimes in notes, sometimes in loans —sometimes in cash.

Question. Have you any recollection of Myers, Claghorn & Co. issuing their notes to you, in July, 1854, amounting in the aggregate to $10,000?

Yes; in July, I have.

Question. When were they payable—at what time?

Don't recollect when they were payable; At that time I received numbers of notes, amounting to over $10,000 dollars; time not recollected. About that time was making operations almost every day with them. Did not keep a memorandum of all my operations with them. The operations were for myself and for others.

Question. For whom was this operation of $10,000 above referred to?

For myself.

Question. Did you not pledge or deposit as collateral security the mortgage for $10,000 on the Bloomfield farm, and the mortgage for $5000 on the Kensington property, for the payment of these notes?

I pledged a mortgage on my own property for $1866.66; a mortgage for $4000 on my own property; a ground rent for $1000; a large amount of bills receivable; a large quantity of merchandize; the $2000 mortgage in Kensington; the $5000 mortgage in Kensington; the $5000 brickyard mortgage, and the $10,000 Bloomfield mortgage. There might have been many other matters not at this moment recollected. A receipt was given to Myers, Claghorn & Co. covering the whole of those above mentioned. I was largely in debt to Myers, Claghorn & Co. a good many thousand dollars over the above named amount. All the property in their hands was covered by their further advance to me that day.

Question. You are right sure the receipt you gave to Myers, Claghorn & Co. specifies all these securities?

It does not specify them singly; covers the whole by agreement and receipt. And being shown a paper (marked Exhibit, C. on the part of defendants) says:

Question being asked—have you read the copy of that receipt?

Yes; I have.

Question. Is that the copy of the receipt you gave to Myers, Claghorn & Co.?

I don't recollect; can't say. It is not in my handwriting. This mentions a ground rent of $1000.

Question. Did you give a receipt to the purport of the one, a copy of which you now hold in your hand, to Myers, Claghorn & Co.?

Don't know; have given so many receipts, and signed so many papers, I can't recollect. If you have the original, I call for it, and I will explain.

Mr. Dudley answers—He has not got the original receipt.

Question. I now ask whether the notes mentioned in this paper were not executed to you by Myers, Claghorn & Co. (Exhibit, C. referred to.)

Witness answers—What paper?

Mr. Dudley hands him the paper. (Exhibit C.)

Witness answers—Never remember to have received any notes at five months, but have received paper at four and six months, in one batch, for $10,000.

Question repeated.

I never remember to have received such notes at five months.

Question. Do you remember to have received the notes that are mentioned in this paper (Exhibit, C.)?

I never remember to have received notes at five months; that is my answer. I remember to have received a batch at that time of $10,000. If they were marked at five months, I don't remember. My impression is they were six months. They might have been four months. Never remember receiving paper of Myers, Claghorn & Co. at five months, at any time.

Question. You have stated that Myers, Claghorn & Co. did issue to you a batch of notes, amounting in the aggreate to $10,000, in the month of July, 1854. Did you not execute to them your own individual notes for a corresponding amount?

It was usual for me to issue my notes on the receipt of their notes for the same amount.

Question repeated.

Yes, I answer.

Question. What time had your notes to run?

There would be a difference of about three or four days in the maturity of the notes.

Question. Was not this batch of notes, that was executed to you in the month of July, 1854, by Myers, Claghorn & Co. amounting in the aggregate to $10,000, executed to you for the purpose of being discounted to take up your own notes, which you had given them for the loan of $10,000 (mentioned in Exhibit, No. 19)?

I have stated I had plenty money. It made no difference to me whether Myers, Claghorn & Co. advanced the money to me or not. My notes would have been paid, and were paid at bank at maturity.

Question repeated.

I answer, no.

Question. Was not there a renewal of this last batch of notes of $10,000 upon their maturity—I mean the batch of July, 1854?

There was no renewal. My notes have always been paid at maturity, and I have had no renewals. The operations were always

on new, and commissions charged upon the operations anew. Sometimes the securities were diminished; sometimes added to, and changed.

Question. Was there any receipt, memorandum or agreement made by you upon the notes maturing, of July, 1854, to Myers, Claghorn & Co.?

I do not remember that there was; the notes will show it, if produced.

Being shown a paper (marked Exhibit, D. on part of defendants), the witness is requested to examine the paper, and say whether it is not a copy of a receipt given by him to Myers, Claghorn & Co.

Witness reads the paper and says: this is not in my handwriting. If you have a receipt, produce it, and I will explain.

Mr. Dudley answers that he has not the original receipt.

Witness says, this receipt reads four months and not five, and is marked November, 1854.

Question. Did you ever give Myers, Claghorn & Co. a receipt to the purport of the copy which has been shown to you? (Exhibit D.)

Don't know; I might have done so. I call for the receipt in my own handwriting; then I will explain.

Question. If, then, you gave such a receipt, will you be good enough to explain it now?

I say that I don't know I ever gave such a receipt. The only way I can tell is by having my own receipt before me in my own handwriting. I may have given such a receipt, and I may not. They can produce it, and I will explain.

Question. Have you any recollection of having given any such receipt.

I might have signed such a receipt; I don't remember. I never wrote such a receipt.

Question. But if you did give such a receipt, you have no recollection of it now.

I don't remember. I don't have any recollection of it now.

Question. Did not Myers, Claghorn, execute to you on or about the 15th of November, 1854, their notes at four months, amounting in the aggregate to $10,000, in renewal of those executed to you in July, 1854?

I answer, no. Their notes were paid at maturity, and so were mine. There was no renewal.

Question. Did not Myers, Claghorn & Co. execute their notes to you on or about November 15th, 1854, amounting in the aggregate to $10,000, payable in four months?

I don't remember the exact amount I had in that month from them. Their books will show the amount of paper issued to me in that month.

Question repeated.

Don't remember.

Question. Did you not in the month of November, 1854, execute to Myers, Claghorn & Co. your own notes, amounting in the aggregate to $10,000 for corresponding notes of theirs, executed to you in the same month, and if yea, were your notes thus executed paid at maturity?

My answer to the first part of the question is, that I might have done so and more; their books being produced will show the matter.

I don't remember to have done so. In answer to the last part of the question, I say, I don't recollect. There was a balance due to Mr. Myers that month on the whole of my operations with him, of fourteen and odd thousand dollars. I think this was so. The books being produced will show.

Question. You have repeatedly stated, during this examination, that all the notes you gave to Myers, Claghorn & Co. were paid at maturity. Do you still assert this?

I can't recollect what our last arrangement was. All my notes that passed through bank, and were so marked, were paid at maturity.

Question repeated.

There were none of my notes protested.

Mr. Dudley adds, I have not said one word about protest, and repeats the question.

Question repeated.

As far as I can recollect, my notes were paid at maturity. There may have been some arrangement at the closing point. Mr. Claghorn can explain. If they had been presented they would have been paid.

Question. From your last answer am I to infer then that there were some notes that were not paid at maturity?

I don't remember.

Question repeated.

I don't remember that any of my notes laid over.

Question repeated.

There were some notes, I think, that were put down to my account as cash.

Question. Then they were not paid at maturity?

If they were charged as cash, they were paid at maturity.

Question. By whom, by Myers, C. & Co. or you?

I don't understand your question.

Mr. Dudley says: You have stated that if they were charged as cash, they were paid at maturity. I ask you now, if they were so so charged, by whom were they paid?

Answer. If they were charged as cash to me by Myers, Claghorn & Co. the paper became mine, and was paid at maturity.

Question repeated—Mr. Dudley adding,

By whom were they so paid?

Answer. The notes were not in bank.

Mr. Dudley remarks that he has not said one word about *banks*, and repeats the question.

Answer. The notes were paid by me at maturity, if they were charged as cash.

Question. Then from this am I to understand that you paid all of your notes at maturity?

I don't know what you understand. I have explained the matter as I understand it.

Question. You have stated in your last answer, that you have explained the matter in reference to the payment of your notes at maturity. Mr. Dudley is anxious to know the single fact, whether the witness says he paid all of his notes at maturity or not; and requests the witness now to answer him the question,

whether he paid all of his notes that he gave to Myers, Claghorn & Co. at maturity?

Answer. I don't understand Mr. Dudley. I hold the payment of a note is the charging it on the book as cash, particularly in this business with Myers, Claghorn & Co. Their books will fully explain. If the notes are so charged on the books, they were not paid by me in cash.

Mr. Dudley adds, that he is unable to explain the question any more fully, that it is plain and explicit, and requires in his judgment, only a simple answer, yea or nay,—and has the

Question repeated.

Answer. I don't know.

The witness, after a pause, says: I fully explained my views above, of payment.

Question. Do you recollect the transactions in reference to the payment of the notes any more particularly than what you have stated?

No.

Witness being shown paper (marked Exhibit, No. 24, on part of complainants, and which is an exact copy of a paper, now marked Exhibit, E. on part of defendants) is asked

Question. You have stated in your testimony, that the notes mentioned in this receipt, were made to Myers, Claghorn & Co. for the accommodation of David C. Urquhart, will you be good enough to explain why you state in your own receipt that these notes were made for your own accommodation?

This paper is not in my own handwriting. If the original receipt is produced, I can explain.

Question repeated.

There is another receipt, an original receipt, which, if put into my hands, I can explain.

Mr. Dudley requests Mr. Voorhees to give the witness the original receipt, (Exhibit, No. 19.)

Exhibit No. 19 being handed to witness, he is asked if that is the receipt he refers to.

Witness says he calls for the original receipt of No. 24, as called for by Mr. Browning, yesterday.

Mr. Dudley says he has not got it in his possession or within his control, or he would produce it.

Witness now says, I think I can explain by the receipt, No. 19.

Mr. Dudley asks for the explanation.

Witness says, "read the question."

Question being read, witness says: at the request of Myers, Claghorn & Co. and Mr. Urquhart, I gave my notes for $10,000, and I gave them these (the notes mentioned in Exhibit, No. 19) as security, being the property of Mr. Urquhart.

Question. Is this the only explanation you can give?

I explain that I was employed by Mr. Urquhart to negotiate a loan for him of $10,000, that I did negotiate that loan with the house of Myers, Claghorn & Co. and gave them as security, the property of Mr. Urquhart. The Kensington mortgage for $5000, a mortgage for $2000, a mortgage for $5000, and a mortgage for $10,000, and sundry bills receivable, amounting to $8797.50. All the above were handed to Myers, Claghorn & Co.

as well as my notes for theirs of $10,000. This is the transaction entirely. I retained a note of $2500 that Urquhart handed me at the time. This is the best explanation I can give. I said nothing about a receipt. I gave them a receipt, I don't know in what words; if it is produced, I will explain.

Mr. Dudley adds, that in this long explanation the witness has evaded the question, and has utterly failed to say why he has stated in his receipt that he gave to Myers, Claghorn & Co. that the notes were for his own accommodation, and asks, if the witness has any further explanation to give.

Witness says—"Please read the original question." Question is read; after reflecting for some time, witness says, I can give no further explanation, not having the original receipt.

Question. Have you any knowledge whose the notes are, that are mentioned in No. 19? are they Mr. Urquhart's, I mean, or were they?

The notes were handed to me by Mr. Urquhart. I presume they were his property. I don't know how he got them, or where he got them, except one, my own, which was for money owed him.

Question. You have stated in your examination that you considered the mortgage of $10,000 on the Bloomfield farm, paid, upon your notes of $10,000, which you gave to Myers, Claghorn & Co. in 1854 being paid—did not the payment of those notes pay as well, the mortgage of $5000 mentioned in the receipt (No. 19) as well as the $10,000 mortgage mentioned in said receipt?

It did release the whole of these things as far as Mr. Urquhart was concerned. I have no farther answer to make to the question; it is a difficult question for me to decide. I am no lawyer.

Question. Do you know when, and by whom the two mortgages, one for $2000 on the Kensington property, and one for $5000 on the brickyard property, which have been referred to in your examination were placed in the hands of Myers, Claghorn & Co.?

They were placed in the hands of Myes, Claghorn & Co. by myself; do not remember the time.

Question. Where did you get them from?

I got them from Mr. Urquhart; I can't state when.

Question. For what purpose did he put them in your hands?

I presume to raise money, to be deposited, I suppose, for that purpose. I don't remember whether to be deposited with Myers, Claghorn & Co. or not. They got them.

Question. Do you know of whom Mr. Urquhart got the two mortgages on the Kensington property, one for $2000, and one for $5000.

I don't know where he got them; know how they read.

Question. Have you any knowledge when, or of whom he got them?

I have not.

Question. Did he receive the benefit of their being deposited —I mean the $2000 on the Kensington property, and the $5000 on the brickyard?

Mr. Urquhart brought the $5000 mortgage on the brickyard, and the $2000 mortgage on the Kensington property to me. I gave him money upon them, don't know how much. I pledged them with Myers, Claghorn & Co. for my own use, and not for the money I gave Urquhart.

The examination here adjourned to afternoon, at 3 o'clock.

3 o'clock, P. M.—Parties present as this morning, and cross-examination of witness on the stand, resumed.

Question. You have stated, Mr. Pilling, that some time during the negotiations that were taking place between the house of E. M. Davis & Co. and Mr. Urquhart, respecting the transfer of the mortgage on Bloomfield, that Mr. Urquhart's indebtedness to you was upwards of $18,000; will you state when that was, as near as you can recollect?

I footed Mr. Urquhart's bill up, and made it in the neighborhood of $18,000; Mr. Urquhart objected, and said he did not owe me $18,000; that he did not owe me $12,000; he wouldn't agree to pay my rate of interest; that was before Burton went away; the accounts were made out several times before Burton went away and after; the longer it was left, the larger it grew.

Question. How did this indebtedness accrue? Please state in as brief manner as you can.

It was for money lent to Mr. Urquhart by myself.

Question. About what time was it when Mr. Burton went away?

I can't recollect when he went away; whilst he was away we settled; I mean by the settlement, that E. M. Davis & Co. paid the money, and the mortgages were transferred.

Question. What year was it; do you recollect when Mr. Burton went away? please state as near as you can the year he went away.

He went away the year we settled; that year, as near as I can tell, about a month before we settled.

Question. How was your account reduced from $18,000 to about $14,000, Mr. Urquhart's indebtedness?

Mr. Urquhart's indebtedness was $18,000; he objected to paying; said he would not pay usurer's interest; said that he would settle with me for $13,000 in the presence of Mr. Middleton, if I would assign the bills receivable to the parties he would name; my answer was, "I decline; I will not accept, and I will fight you."

Question. Was you paid anything, and if so, in what way were you paid by Mr. Urquhart for his indebtedness to you?

I answer yes: I will explain; Mr. Davis paid to my credit with Myers, C. & Co. $1,500; Mr. Myers authorised the firm of Myers, C. & Co. to credit me with $10,000, making $11,500; I delivered the mortgages to one party, and the bills receivable to another party; the mortgages were delivered as per my order, to E. M. Davis & Co. (Exhibit No. 22); the bills receivable were delivered to another party.

Question. State to whom the bills receivable were delivered?

I delivered the bills receivable to Constant Guillou, Esq. Mr. Urquhart ordered me to deliver them to Mr. Guillou; I don't know to whose account they were delivered; there was a mort-

gage I delivered to him also; do not recollect the amount; it was on Jersey property; there was a large amount of the bills receivable; I do not know how many; there was quite a pile; this was done at the time of the settlement; all done in a moment; I mean Constant Guillou the lawyer, in Philadelphia; the amount of that mortgage handed to Mr. Guillou was over one thousand dollars, but not two; I don't remember to whom these were assigned; they were assigned; they were assigned by me; the returns were based upon that settlement; I don't know who has those bills receivable and that mortgage now; I have not seen them since; I received them from Urquhart; that mortgage was not made by Mr. Urquhart; I think it was made by a man named Pitfield; Pitfield's name was upon the mortgage; don't know to whom made; I think Pitfield assigned it to Urquhart, and Urquhart to Pilling.

Question. Can you tell what Urquhart's indebtedness to you was in July, 1854?

At our settlement before I negotiated the loan with Myers, I owed Urquhart $5,000; there was a disputed account in addition amounting to $1,600; he contended I owed it; I contended I did not, but he got it at last; at the maturity of the first loan, I was in Urquhart's debt; I don't recollect how much; it may have been two or three thousand dollars; we didn't count that much when we were operating; at the time of the maturity of these notes, I think I owed Mr. Urquhart $2000 or $3,000.

Question. Will you state now the amount of indebtedness in November of that year?

I can't tell; it might have been the other way; I can' remember how we stood; being shown a paper (marked Exhibit F on part of def'ts,) being a letter dated Feb. 19, 1855, says:

That is my handwriting; that is a letter from me to Mr. Urquhart.

Question. In this letter you state that you "will guarantee, with the right kind of assistance, to put all straight for you;" to whom did you refer when you said you would "put matters straight?"

Mr. Urquhart—I meant I was going to put it straight for myself and for all parties who had their fingers in this operation.

Question. Will you name the parties?

Myself, Myers, Claghorn & Co.

(All testimony under or in relation to the last Exhibit F. objected to.)

(Witness says—"I want to explain this portion of the letter.) About this time, Mr. Urquhart and Mr. Davis were negotiating to take the stock from Myers, Claghorn & Co. that came from the firm of Burton & Gries; or whatever the firm might have been; this note was written at the request of Mr. Urquhart, about the time he was negotiating with E. M. Davis & Co. for these goods that were under advances; has no connection with the mortgage, or anything that has been talked of here; it is separate and distinct; this note was written at the solicitation of Mr. Urquhart, that he might hand the note to E. M. Davis for that very purpose; this note I mean; that was the purpose Mr. Urquhart stated to me that he wanted it for.

Question. You have stated that this letter has no reference to any of the transactions that have been spoken of in your testimony previously; will you state what it has reference to?

It has reference to a large lot of goods in the hands of Myers, Claghorn & Co. that came from the firm of Burton & Gries, or Porton & Horton, or whatever their name may have been; the goods were taken from that store; brought to me on drays, and hypothecated by me with Myers, C. & Co., Mr. Urquhart received the money; I hypothecated the goods; Mr. Urquhart had nothing to do with it; Mr. Urquhart received all the money from the hypothecation of these goods; I transacted the business with Myers, Claghorn & Co. that note has reference to this transaction.

Question. When was this hypothecation of the goods?

Do not recollect; recollect writing that note; recollect Mr. Urquhart coming to me, and offering the notes of Burton for these goods; I don't know what became of the goods; I believe they were sold.

Question. By whom were they sold?

Myers, Claghorn & Co. there is where I left them, and there is where they were sold; they could not have got out of their possession without my order; Mr. Burton proposed taking them to Charleston at one time, but he did not do it.

Question. Did you give an order to Myers, Claghorn & Co. to sell these goods?

I do not remember whether I did or not; the goods would be sold, naturally, whether I would or not.

Question. What became of the proceeds of the sale of these goods?

They would first deduct for advances and charges, and if there was any balance, it would naturally fall to my credit.

Question. Was there any balance in this case from the sale of these goods?

I think not in this instance; I think the charges and advances were more than the sale of the goods, and the difference was charged to me.

Question. Please state what you mean by advance?

When these goods were deposited with Myers, Claghorn & Co. by me, they paid me an amount, either in money or notes, as an advance; that is what I mean by an advance; I cannot state what that advance was; I had so many invoices I cannot state; my operations were so numerous and various, I cannot tell; there were several invoices of goods there at the same time from the same house; I cannot state any thing more definitely in regard to the amount that was advanced to me on account of these goods.

Question. You say in your letter, Exhibit F. "I spent the whole of yesterday in looking over your operations through me." Be good enough to explain with whom those operations through you were with, that you refer to in this paragraph.

Cannot state anything more than I have said before; do not know that it refers to any others than I have named; I named myself, Myers, Claghorn & Co. it may have referred to Mr. Burton, to Mr. Davis; it was about goods.

Question. Do you say that Mr. Urquhart ever had any other operations through you with Mr. Burton or Mr. Davis about goods?

I never sold to Burton or Davis any goods for Urquhart.

Question. You state in this letter (exhibit F. that "this is the only operation laying open with them;" whom have you reference to by "*them.*"

Myers, Claghorn & Co.

Question. You say you received these goods; from whom did they come?

I received them from Mr. Urquhart; he is the only one I knew in the transaction; I cannot tell the quantity of those goods, or their value, without reference to my note book; that is the only way to come at it; for the advances that were made to me by Myers, Claghorn & Co. on these goods, I gave my notes; the advances were either in cash or notes; I gave them my notes for the whole advance that was made, whether in cash or notes; what they would realize from the sale of the goods, they would place to my account; if my notes were given in this instance, I paid them at maturity, and then I called for the sale, and they were paid to me in cash; if the goods were sold before the maturity of my notes, my notes were handed back to me, and the difference placed whichever way it happened to be; I am confident that my notes, if they were given, were paid at maturity.

And being shown Exhibit F. and the attention of witness called to the words, "you are aware that the notes advanced on the stock are all due, and that I have been begging off from day to day," he is asked.

Question. You have stated that if you gave notes for the advances, that they were all paid at maturity; will you explain this?

I presume this had reference to the notes of Myers, Claghorn & Co. being due, and would then come under cash advanced; I might have borrowed money from them, they holding the goods; it is perfectly business-like and mercantile; I don't say it was so in this case; the note was written at the solicitation of Mr. Urquhart, as he can explain; my notes were always considered as paid with Myers, Claghorn & Co. when I wanted money, I would take my check, &c.

Question. When notes were given by you for advances which were made by Myers, Claghorn & Co. with their notes, would not your notes be made to mature before theirs, and was not this so, in this instance?

This was the case generally; if my notes were given, it was so in this instance.

Question. Do you know anything about any shutters that Mr. Urquhart took from the Bloomfield farm?

Question. Do not know anything about any shutters taken by him.

(The above question objected to, as irrelevant and improper.)

Question. Do you know anything about any shutters taken by any body else?

I decline answering this question.

Question repeated. (Objected to.)

I decline answering the question.

Question repeated. (Objected to.)

I decline answering.

Question. Have you not now got in your possession or under

your control, a quantity of window shutters, and other personal property taken by Mr. Urquhart from the Bloomfield farm since the sale? (Objected to.)

I have not, nor never had.

Question. Will you be good enough to state what you know about Mr. Urquhart's taking these shutters and personal property from the Bloomfield Cottage Farm, from what Mr. Urquhart has told you, or otherwise? (Objected to.)

Mr. Urquhart never told me that he had taken any property from the Bloomfield Cottage Farm.

Question. Do you know anything about any property that was taken from the Bloomfield Farm? (Objected to.)

I answer. I know nothing about it.

Question. Do you know anything about any shutters that Mr. Urquhart has had?

I am directly opposite to Mr. Urquhart's; he is an auctioneer; he has various kinds of merchandise; witness requests that it shall be entered that he has seen brandy and port wine in his store; I thought you asked me what was in the store; if you asked such simple questions, I thought I would answer.

Question repeated. (Objected to.)

I have seen window shutters in Mr. Urquhart's store.

Question. When?

The last time I saw shutters there, was last Friday evening. They were then on the first floor, that is the last I have seen of them.

Question. Do you know where they are, or who owns them or pretends to own them? (Objected to.)

I do not know who owns them, where they are, or who pretends to own them.

Question. Do you know where those shutters came from, you saw in his store? or any of them?

There were several lots. I don't know whether these were the shutters that came from Bloomfield or not. Some of them might have came from Bloomfield; I never saw them come.

Question. Had you ever any conversation with Henry Lewis about his advancing money and taking up these securities that were with Myers, Claghorn & Co. including the mortgage of $10,000 on Bloomfield?

I remember speaking with Mr. Lewis. He is a very correct man about goods, and I remember taking him and one of his clerks to Myers, Claghorn & Co.'s, and showing him the goods. He declined. I don't remember when this was. Mr. Urquhart might have been with me at one time. I don't remember whether Mr. Urquhart was with me.

Question. Did you not on one of these occasions go to Mr. Lewis's with Mr. Urquhart, and request him to advance the money that was due Myers, Claghorn & Co. and take an assignment of these securities?

Don't recollect Mr. Urquhart's being with me. He might have been. Think my conversation was with Mr. Lewis. I made no request of Mr. Lewis of this kind.

Question. Do you recollect having a conversation in front of the "Times" office, in Third street, about, or just after the elec-

tion last fall, with William R. Gries, about the controversy between Mr. Urquhart and E. M. Davis & Co. which had been just settled by the chancellor?

I answer that I have no conversation with William R. Gries. I was advised by a friend not to have any conversation with Mr. Gries, that he was a bad man, and was seeking to trap; that he was in the pay of parties. I will state as to Mr. Lewis. I had forgot. I went with him to the office of Mr. Bullit, a lawyer, in Third street, They wished to make me a witness in a case with Gries and Parton, Horton & Co.

Question. Did you not tell Wm. R. Gries, in Third street near the Daily Times Office, just after the chancellor had made the decision upon Urquhart's petition, and just after the election, or very soon thereafter, that it was all d—n nonsense for Urquhart to contend in this matter, for there was no doubt but that E. M. Davis & Co. or Davis, had advanced the money for this $10,000 mortgage on the Bloomfield farm in good faith, and that Urquhart had better settle it and pay the expenses, or words to this effect?

I answer, no; it is a lie; I don't speak with him.

It being near the time of adjournment, ($\frac{1}{4}$ past 5 P. M.) and Mr. Voorhees requesting an adjournment with a view to examine the witness again in chief, the examination is adjourned to 10 o'clock A. M. to-morrow, May 28th, 1857.

Mr. Dudley objects to this adjournment, and insists that the examination shall proceed at this time.

May 28th, 10 o'clock A. M.—Examination resumed in the presence of A. Browning and T. H. Dudley, Esqs. Complainants object to Exhibits C. and D. of defendants.

Mr. Pilling, the witness on the stand, re-examined in chief.

Question. I observe in the course of the cross-examination you stated that the amount of your indebtedness in July, 1854, was between two and three thousand dollars—what did you mean by that?

I mean my indebtedness by the first operation. By the first operation I mean the $10,000 operation. I will explain. He gave me notes for $8797.50 which I deposited with Myers, Claghorn & Co. He gave me a note for $2500 of my own, which I kept, that would amount to $11,297.50. The disputed account of $1600. That would amount to $12897.50. Deduct $10,000, leaves the indebtedness referred to $2897.50.

Question. Did I understand you correctly at the time of the settlement, when the four mortgages were given to E. M. Davis, or some of the partners of that firm, and the sum of $11,500 were credited you by Myers, Claghorn & Co. that other securities besides those mortgages belonging to Mr. Urquhart, were given to Mr. Guillou for the use of E. M. Davis & Co.?

Other securities were given to Mr. Guillou belonging to Mr. Urquhart.

Question. Do you know for whose use, or for what purpose those securities were given to Mr. Guillou?

I only know what I have heard parties say.

Question. Were those third parties any of the firm of E. M. Davis & Co. or Mr. Urquhart?

I only know what I heard Mr. Urquhart say at the close of this

operation. I mean the time of settlement. I received these securities from Mr. Urquhart, and deposited them with Mr. Guillou at the settlement.

Question. For whose use or for what purpose did Mr. Urquhart then state the deposit was made? (objected to; anything that Mr. Urquhart told witness objected to.)

I will state. Mr. Urquhart and I walked out of Mr. Guillou's office together and drank a glass of ale. I remarked to him I was glad this thing was closed. Are you sure you are now right? "yes, I will trust Burton with my life," he said, "I will now get through, the matter is all right."

Question. Did he state any more definitely than that, for whose use, or for what purpose they were deposited?

He did not.

Question. If he did not, then what did you at that time understand from the conversation with him, and from what had been said by Burton and Davis in reference to this matter? (Objected to, as illegal and improper.)

That they would carry him through, so as to save Bloomfield to Urquhart. That was to be his part of the operation.

Witness being shown a letter signed J. P. B. to David C. Urquhart, (marked Exhibit, No. 29, on part of complainants) says: I know this letter is in the handwriting of Jonathan P. Burton. (this exhibit objected to.)

Question. As it is without date, I now put into your hands Exhibit F. of defendants, and ask you if you know about what time this letter of Burton's was written?

It was handed to me shortly after Feb. 19, by Mr. Urquhart, when the note marked Exhibit, F. was written.

Question. Can you state to what stock of goods Mr. Burton refers in that note?

It is the stock of goods I spoke of yesterday, deposited with Myers, Claghorn & Co. I will state the object of handing this note to me. It was handed me by Mr. Urquhart to induce me to take Burton's notes for a large amount, and which I did not take. I replied I would take Davis' note with Burton's endorsement on it. Mr. Davis refused that.

(*Note.* Mr. Dudley produces, on call, mortgage of David C. Urquhart and wife to John B. Myers, dated July 11th, 1854, with the bond secured by it of same date, which mortgage is marked Exhibit No. 30, and the bond, Exhibit, No. 31, on part of complainants. He produces also the assignment of that bond and mortgage, and also the bond and mortgage marked Exhibits, Nos. 20 and 21.

Mr. Dudley states that he has not got the bonds and mortgages on the Kensington property, but will produce them at a future day, but produces the assignment of the same to Jonathan P. Burton, dated September 26th, 1855, (marked Exhibit, No. 33, on part of complainants.)

Cross-examined.

Question. Be good enough to state the amount of cash that you received from Myers, Claghorn, & Co. on account of the notes mentioned in Exhibit, No. 19?

I received from Myers, Claghorn & Co. in cash or credits on

their books, which would be the same thing, $5858, 17 less a small commission for collections. They returned to me two notes, one of which was $276.10, and one for $104.10. They also returned to me my note for $2500. That will amount to the neighborhood of $8797.50. That is all the paper shows as being returned. The rest was cash. Where struck with a mark in the Exhibit, (No. 19) without the word *returned*, they were paid to me or allowed as cash. The E. Pilling note for $2500 was retutned to me.

Question. Was the note, the eighth one on the list, being a note for $812.30, paid?

It is marked as being paid to me or credited to my account.

Question. Was the note of Robert Jackson, for $136.79 paid?

It was paid to me by some parties. I got the money for the note.

Question. There is a note here of Thomas Morgan's, next to the bottom, was that paid?

Yes; I received the money for that. I received the money for the notes returned to me, except my own.

Question. Who did you receive this money from?

They are. If they were not paid to me, by Myers, Urquhart paid me for them. This receipt says only two were returned beside the $2500 one of Pilling's.

Question. Have you any recollection of Urquhart paying the two notes I have spoken of, Morgan's, and the one for $812.30?

If they were not paid to me by Myers, Claghorn & Co. they were paid to me by Urquhart, the drawers or their agents. I received the money for all the notes on that paper.

Question. How much of the money did you receive on that paper previous to July 13th, 1854?

I can't state precisely how much I received.

Question. State as near as you can?

I will state that I was in debt to Mr. Urquhart in July. I can't state the exact amount from this paper, how much had been paid. If the notes were in my possession, I held them as security against the drawers and endorsers. They were perfectly good to me.

Question. State as near as you can, if you please; you say you cannot state exactly?

If I had my notes and papers, and some correspondence books, &c. I could explain fully. There is no question about my having received this money.

Question. What correspondence do you refer to?

Some letters from Mr. Burton, Mr. Davis and Mr. Urquhart, and one letter from Burton in particular, in which my name is mentioned. If those papers could all be brought here, they would explain the whole matter.

Question. Have you got any letters from Mr. Burton, or Davis, or any member of the firm of E. M. Davis & Co. relating to this transaction?

I had in my possession some months ago, addressed to David C. Urquhart in the early part of the negotiation telling him to beware of Mr. Pilling. This letter came from Mr. Urquhart.

Question. Is the only letter that you have, either from Mr. Burton or Mr. Davis, relating to this transaction?

I answer I have some letters addressed to Mr. Urquhart, in a basket. They were not put into my hands by Mr. Urquhart. They were left there.

Question. Can you produce those ?

I think I can ; it has been a month since I saw them.

Question. Will you be good enough to produce all the letters from E. M Davis, Jonathan P. Burton, or any member of the firm, touching this transaction ?

Witness says he will if he can. This is the first time I have mentioned the matter. Mr. Urquhart does not know anything about them. A number of these notes were carried by myself.

Question. You have stated that your books would show the time when these goods were deposited with Myers, Claghorn & Co.

I have not said so, I think. The books of Myers, Claghorn & Co. will show. I am perfectly willing to furnish all the books, papers and correspondence that has reference to this subject.

Mr. Dudley calls upon the witness to furnish and to produce all his books containing the accounts between himself and David C. Urquhart, touching this transaction.

Question. These goods that you state you deposited with Myers, Claghorn & Co. were they so deposited previous to or since the closing of the first transaction ?

Witness asks—" What transaction ?"

Mr. Dudley answers—The transaction of the ten thousand dollars.

Witness says—The goods were received from Urquhart after the ten thousand dollar operation ; but can't say when they were deposited ; it could not have been otherwise ; the goods came from the store (as I have said before) of Gries, Parton & Horton.

Question. Was it before, or after July 13th, '54 ?

I don't remember.

Question. Did you make any entry of these goods in your books, when they were received ?

No Sir.

Question. Did you make any note or receipt of the money you paid Mr. Urquhart for these goods ?

I took his memorandum check.

Question. Did you make any entry or note of it at the time ?

No ; I put it in the drawer as cash.

Question. Do you say that you receive goods from persons, and you make no entry of the goods, or of the amount or quantity, in any book you have ?

No Sir ; I only make an entry of the notes or money I receive on the hypothecation of the goods.

Question. You have stated that these goods must have been received after the negotiation of the loan of ten thousand dollars in Jan, 1854 ; what is your belief as to July 13th, '54 ; did you receive them before or after that time ?

Cannot say ; the books of Myers, C. & Co. will tell the tale.

Question. My question is, to the best of your belief.

My operations are so numerous I cannot recollect ; I know it was after January ; I have no recollection or belief about it.

This disputed account of $1,600 that you have spoken of; of what did it consist?

It grew out of a long series of dealings with Mr. Urquhart; previous to this settlement of $5,000.

Question. Mr. Dudley adds—My question was, what it consisted of, not what it grew out of.

Mr. Urquhart claimed a balance of $1,600 over and above the $5,000, being, as he contended, due him on various operations; I can't state the particular operations; can state one; it was with a man named Sutherland; one was with a builder in Philadelphia.

Question. What builder?

I will furnish the name of the builder at the next meeting: I don't remember it.

It being now about the hour of adjournment, Mr. Dudley asks that this examination be adjourned to three o'clock, in order to enable the witness to go to Philadelphia, and obtain his books and letters, which he states are at his store there, in order that they may be produced.

The witness begs to say that the letters are in champagne baskets, mixed up promiscuously with others; and that it will take him several hours to assort them; Mr. Urquhart left those letters and papers there; he has forgotten it himself; but they are there.

Mr. Dudley then requests the witness to bring his books alone, to-day at 3 P. M. and says he may bring his papers any other day; and says that his reason for requesting this is, that the witness has stated frequently that his books and papers will explain matters that have been inquired about; and fixing the time, and giving the particulars of these transactions.

Witness says the time is not sufficient, and declines to bring his books at that hour.

Mr. Dudley asks an adjournment till four o'clock, to enable the witness to produce his books.

Witness says he cannot bring his books this afternoon.

The examination is therefore adjourned to half-past 2 o'clock to-day.

2½ o'clock, P. M.—The examination resumed in the presence of parties, as this morning.

Question. Have you got your books here?

I have not my books here; when I got over the river, it was five minutes past two o'clock; I did not go to my store; had mislaid my keys; my store is directly opposite Mr. Urquhart's; I had not time to eat my dinner.

Mr. Dudley adds that he has no further questions to ask the witness, until the books are here.

Question in Chief. Were the notes on Exhibit No. 19, paid, at or about the time of maturity, according to the best of your recollection?

Most of them were; I cannot specify which.

Question. Did the note of two thousand five hundred dollars which you kept, of yours to Urquhart, have a longer or shorter time to run than the last one mentioned here?

Shorter.

Question. At the time the two notes of five thousand dollars were given to Urquhart, by you, was not then an agreement between your-

self and him, that if he wanted the money before, you would get them discounted.

That was the first agreement.

(Signed) E. PILLING.

Affirmed and subscribed before me this twenty-eighth day of May, A. D. 1857.

CHARLES P. STRATTON,
M. C. C.

The defendants offer in evidence a handbill of sale of Bloomfield, being one of the extra handbills referred to in the examination of William P. Tatem, which were got out and circulated by (marked Exhibit B. on part of defendants,) Mr. Browning, and which he acknowledges to be one of the bills he got out.

Mr. Dudley produces upon call a bond, and mortgage of William R. Gries and Harry Parton to John Cater, on Kensington property, (marked bond, Exhibit No. 34, and mortgage, No. 35, on part of complainants,) dated Jan 10th, 1854.

(Objected to.)

He also produces a bond and mortgage of Washington Horton to John B. Myers, for two thousand dollars on Kensington property, dated Sept. 22d, 1854, (marked Exhibits No. 36, (bond) and mortgage No. 37.)

The above Exhibits objected to, and the assignment (Exhibit No. 33,) also objected to; also the Brick Yard mortgage, Exhibit No. 30, as irrelevant.

David C. Urquhart, a witness called on part of complainants, being duly sworn, saith—(the witness objected to by Mr. Dudley.) The witness being shown a deed of Bloomfield farm, (marked Exhibit No. 38,) to himself from J. W. Mickle and others, says:

That is the deed of the grantors within named, to me for Bloomfield Cottage Farm; The sum of $12,250 is the true consideration I gave for it; the sum mentioned therein. After I purchased, and while the owner, I made certain improvements thereon; I laid out in improvements while I was on it $7,000; the improvements that were in the farm, and those made by myself, cost over twenty-five thousand dollars.

(All this testimony objected to.)

Question, Whilst you owned the place had you any offer for it; and if so, who from, and what was the largest amount offered?

(Objected to, as irrelevant.)

I had several offers for it over twenty thousand dollars; I had twenty-two thousand dollars offered through Mr. Pilling; I believe the offer was made through Myers & Claghorn; I was offered twenty-two thousand dollars by a man named Mitchell, conveyancer, in Philadelphia, for a different party; that offer was made a second time by the same man, in the presence of Mr. Burton, at his office in Philadelphia; at the time he wanted the title to it immediately; I don't know the first name of Mitchell; Mr. Burton knows that I was offered this by Mitchell; I was offered twenty thousand dollars at another time by James Hamell; some time in January, 1854, or December, 1853, I employed Mr. Pilling as my broker, to negotiate a loan of ten thousand dollars; I was about going into business in Philadelphia; I had two of Mr. Pilling's notes,

amounting to five thousand dollars; he also owed me a balance of one thousand, six hundred and fifty dollars; I told him that I would like to raise ten thousand dollars; he said that if I would make a mortgage on Bloomfield for ten thousand dollars, and give his two notes of five thousand dollars, as collateral to Myers, Claghorn & Co. and also make it worth their while by doing business with them, that he could arrange it for me; this was likely in the end of November, or beginning of December; he saw Mr. Myers, he told me, and asked me to go with him to see Mr. John B. Myers about the matter; I went over with him, and went into Mr. Myers' private office; Mr. Pilling repeated there the arrangement I wanted to make to Mr. Myers; I think Mr. Myers called Mr. Claghorn, but that I am not very certain of; before he said it would be all right; Mr. Myers said the matter would be arranged; or that they would make the operation; a few days after this I was in Philadelphia, and Mr. Pilling told me (Objected to what Pilling said); I changed my mind about going into business; I had made an arrangement with Mr. Burton, then a member of the firm of E. M. Davis & Co. to get a partner to go into the firm of W. R. Gries & Co. to take the place of Gries; I got Mr. Pilling to negotiate the loan for me for that purpose, instead of going into business myself; I had not at that time fully changed my mind, but I had determined to loan the money to the person who was going into the firm of W. R. Gries & Co. this person was Washington Horter, my brother-in-law; I did loan it to him; I went with Mr. Pilling to Myers, Claghorn & Co. to complete the transaction.

The witness being shown Exhibit No. 19, proceeds—

The loan was negotiated on the securities mentioned in this Exhibit, and not as originally proposed; the notes were drawn up by Mr. Claghorn, or he was about drawing them up for ten thousand dollars, when he asked me, will you have these in your own name or Pilling's; presuming he wanted the operation in his name, I said Pilling's from his asking the question; as he turned round to hand the notes to Pilling (they were then drawn; four notes, as stated in this receipt No. 24,) the operation was on January 14th; this is the day the notes were made,) he remarked, "a strange transaction; Pilling's notes security for Pilling's notes," referring to Pilling's note at the bottom; I furnished all the securities mentioned in No. 19, as well as $2,500 beside in a note of Pilling.

Witness being shown the several mortgages marked Exhibits Nos. 21 and 35, says:

They are the mortgages mentioned in the receipt, No. 19 Exhibit.

The Brick Yard mortgage was not in this transaction; that was another.

Question. The mortgage on Bloomfield; what was the consideration for which it was made?

It was drawn up originally for the first transaction when I wanted the mortgage to go into business myself, but now delivered for this operation; I believe I delivered it myself to Mr. Myers; I am pretty sure I did so; the notes in that receipt, either Mr. Pilling or Mr. Claghorn got the cash for all of them; I don't

know that the parties themselves paid the notes; I mean the parties who made them; they furnished the means for paying Pilling's four notes; there was a surplus.

Question. Have you any recollection whether you were in Pilling's debt, or he in yours, in July, when Pilling's notes to Myers & Claghorn became due?

He was indebted to me over $2000; that is after the payment of the $10,000; I have seen Mr. Pilling's bank book; as far as I know, Mr. Pilling's notes were paid when they became due; I have no actual knowledge; no intimation was given to me by Myers, Claghorn & Co. that they wanted renewing, or that my collaterals were desired to be continued; the bond and mortgage of $10,00; I never inquired about, till I came to a general settlement with Mr. Pilling. It remained in Myers & Claghorn's hands so far as I knew about it; I was willing it should remain in the hands of Mr. Myers; I knew it was safe there; I never authorized the re-pledging or continuing of that bond and mortgage with Mr. Myers for any purpose? it was suffered to remain there from no other object than because I was not particular to take it up; being given as a collateral for Pilling's notes, I should think it was satisfied when the notes were paid; I so stated to Myers & Claghorn that it was valueless: at the time of my negotiating the $10,000 loan, I gave my notes (four of them) to to Pilling (the same afternoon, or next day,) for $2,500, maturing a few days before, or about the time of his notes to Claghorn; this was to secure him against paying the notes to Myers & Claghorn; after the notes of Myers & Claghorn were given as mentioned in Exhibit No. 21, we had Chris. Blackburn outside the door, (I don't know whether I can swear to this; I did not see him). They were discounted that day, and the money handed to me by Mr. Pilling for $9,200; I took the money to the store of Wm. R. Gries & Co. (Objected to as irrelevant,) and handed it to Washington Horter, my brother-in-law to receive it; I handed him $9,200, the whole amount; he showed me his bank book; he took it to the bank of North America, and deposited it to the credit of Parton, Horter & Co. That bond and mortgage remained in the way I have stated, in the possession of John B. Myers, till September, 1855; I never saw it until I saw it here to day, from the time Mr. Myers got it, to my knowledge; I may have seen the paper without knowing it, in the last suit.

Question. Did you afterwards, for any purpose, make an arrangement for the transfer of that mortgage to E. M. Davis, or any of the members of the firm of E. M. Davis & Co. or consent to it?

I consented on certain conditions. Let me explain this. There was an arrangement between Mr. Burton and E. M. Davis. These were the only two persons of the firm I have seen about it. I mean that I spoke to about it; I mean have seen about it up to the time that I wrote by Mr. Davis' request a letter to E. M. Davis & Co. stating.

(*Note.* Service of notice upon defendants to produce the letter referred to above, is acknowledged by Mr. Dudley, who says he does not know the letter alluded to, and requests counsel to specify letter that he has reference to. Mr. Browning says that the ex-

istence of such letter is just brought out, and that he cannot describe it any more clearly.)

Witness proceeds. The contents of this letter were, as near as I can remember, that if E. M. Davis & Co. would pay to Myers, Claghorn & Co. $10,500, that I would have transferred to them a judgment for $5000 against Marter, the money for which was in the hands of the sheriff. (This was a judgment of Wm. R. Gries, or Wm. R. Gries & Co. against Marter) bills receivable, and accounts amounting to about $10,000. I believe, as near as I can recollect, a mortgage on the brickyard in Delaware township, Jersey, for $5000, mortgages on property in Kensington to the amount of $7000, and the mortgage on Bloomfield for $10,000, also two mortgages of Pitfield's, which I held by assignment from Pitfield, (Benjamin H. Pitfield.) Pitfield was a quaker; son of president of Bank of Northern Liberties. He did keep store in Second St.) amounting to $1650. I don't remember that there was anything else. I wrote this letter at the request of E. M. Davis & Co. The object of it was to effect a settlement with Mr. Pilling, according to a previous arrangement I had made with Mr. Burton. I had just then come from the office of Mr. Guillou, where I had met Mr. Myers and Mr. Pilling in relation to this matter. Mr. Davis said he would have to borrow the money, that he hadn't it, and asked me to write and mention all the securities that went into the letter. I went to Thomas Williamson's office (Passmore's father) by request of Mr. Davis; and Mr. Williamson (I had been there several times about this) said Mr. Davis wished me to sign a paper. Mr. Williamson might have said sign the paper, but I think he said Mr. Davis wished me to sign it. I looked over the paper, found it was a list of these mortgages, with a writing underneath stating I had no offset against them. I said, I am not (presuming Mr. Davis had to make the papers right to get the money) afraid to trust Mr. Davis, and signed the paper. Both Mr. Burton and Mr. Davis did know that the $10,000 mortgage in Myers's hands had been satisfied, for we had been talking about it for several months. I had repeatedly stated to them how it was made, and how it had been satisfied. They knew as much about it as I did myself.

Question. For what object or purpose then, was this satisfied bond and mortgage procured to be assigned to E. M. Davis?

Well, I was then in treaty to sell Bloomfield, and I had made deeds for a number of lots, part of the farm, some of which were settled for, and some not; some of the deeds had been delivered; the deeds were executed. I wasn't able to carry out the idea I had. There were some judgments on the farm, and I had made arrangements with Mr. Burton to have the property sold under the Smythe judgment, so as to be able to make a title to the whole of it. If this mortgage had been cancelled, there was not enough incumbrances ahead to reduce the sale on the Smythe judgment. I do not say that I meant to defraud.

Question. Was there any arrangement made as to who should become the purchaser under the Smythe judgment?

No other arrangement, except that some of their folk (meaning the members of the firm of E. M. Davis & Co. or somebody about the store.)

Question. Was not the arrangement made, that this bond and

mortgage should be set up as a valid and subsisting mortgage, so as to reduce the price at sheriff's sale, so that the purchasers should hold it for your use?

Well, the fact of the mortgage being on record, without saying anything about it, the purchaser would presume that the mortgage was unsatisfied. If the property brought at the sheriff's sale some $20,000, I should have got them to collect the mortgage for me. There was enough of Smythe's and Lee's judgments to run up to $20,000 including the mortgage, that is, I controlled over $20,000 myself. I had no control over the Mickle mortgage and the Hall mortgage included in the $20,000, but I was to have control over this. In speaking of the Smythe judgment, I mean the judgment of John James Smythe, in N. Jersey Sup. Court. That was the first judgment after the Myers mortgage. The Smythe judgment had been assigned to Mr. Burton and settled for by me, He told me he gave $1000 for it, the real sum was $700, and Mr. Dudley's expenses $250, making $950.

Question. After the assignment to Mr. Burton did you, in any way, settle that judgment with Mr. Burton?

I did. I had a written agreement with Mr. Burton.

Being shown Exhibit, No. 26.

Before the date of this agreement, before it was drawn up, I was talking over these matters with Mr. Burton before he went to Europe. I said "Burton, the mortgage (Horter's mortgage) on that lot adjoining your Kensington lots will be valuable to you (I mean the $2000 mortgage.) I will tell you what I'll do. I will have that mortgage transferred to you in settlement of that Smythe judgment, (I was to pay him the amount he paid for it,) providing you will pay Frank Lee $816.00" The amount of a judgment he held against me. Burton said, "Well, I'll do it," at once, without any hesitation.

The further examination of witnesses is adjourned to 11 o'clock A. M. to-morrow, May 29th.

Mr. Dudley requests Mr. Pilling again to bring over his books at the examination to-morrow.

May 29th, 11 o'clock A. M.—Mr. Browning appears and produces a telegraphic despatch from complainants in New York, stating that the witness who was to have come on from there to-day with the books of account, &c. asked to be produced by Mr. Dudley, would not be able to leave.

As he was not prepared this morning to go on with the examination begun yesterday afternoon, the taking of testimony is adjourned to 3 o'clock this afternoon, there being no objection to such an adjournment.

3 o'clock, P. M.—Examination resumed according to adjournment, in presence of Abraham Browning, Esq. and Thomas H. Dudley.

Examination of David C, Urquhart, continued.

Question. Will you now state whether you entered into any agreement with Mr. Burton in regard to his paying the Francis Lee judgment and the Smythe judgment?

I did. I hold the agreement in my hand (marked Exhibit, No. 26). The two mortgages referred to in that agreement are

the mortgages for $2000 and $5000 on Kensington property, marked, as I believe, Exhibits 35 and 37. The claims in this agreement which Mr. Burton was to release, were the Smythe judgment and any other small claims he might have. The claims of E. M. Davis & Co. which Mr. Burton said were charged to him in his account, and which he was responsible for to E. M. Davis & Co. That was all the claim of E. M. Davis & Co. against Wm. R. Gries & Co. Parton, Horter & Co. and Washington Horter; also, to settle with Francis Lee for his claim against Urquhart for $816. That claim being a judgment offered in evidence here. This judgment was collateral. (Being shown exemplified copy, Exhibit No. 9, says: that is the one; shown Exhibit No. 8, says that is the Smythe judgment. The property referred to in this agreement (26) as Mr. Urquhart's property, in New Jersey, was the Bloomfield farm and the brickyard. (Objected to.)

Question. Was it in pursuance of this agreement, and of the subsequent arrangement made between yourself and E. M. Davis, after Mr. Burton had gone to Europe, that the settlement was subsequently made, and the Bloomfield mortgage, and other securities transferred as you have stated? (Objected to.)

It was; we had a further verbal agreement, Mr. Burton and I, which Mr. Davis was to carry out during Mr. Burton's absence.

Question. Was it also in pursuance of that agreement that the Francis Lee judgment was purchased and held by Mr. Burton?

It was paid, because the transfer was made to Burton before the Lee judgment was paid.

Question. What was the arrangement, if any, made between you and any of the firm of E. M. Davis & Co. in relation to the cancelling or not cancelling of the mortgage?

The arrangement was made that the Bloomfield and brickyard properties were to be so held that I could dispose of them.

Question. Will you now state, Mr. Urquhart, what was the real understanding and arrangement between you and Mr. Burton, or E. M. Davis, or any of the firm of E. M. Davis & Co. in regard to the Bloomfield property, at or before the time of settlement with Pilling, at which the $10,000 mortgage on Bloomfield and other securities were assigned? (Objected to.)

The understanding was, the property was to be sold when I ordered, so as to make a title, and that they were to hold it for me. The party who was to buy was not named. They were to procure a person to purchase and hold for me. Mr. Burton was to inform Mr. Davis about our agreement, which he did, for I asked Mr. Davis.

Question. Did any sale afterwards take place in pursuance of that arrangement?

There did. I was in treaty for the sale of the property; expected to have been able to sell it. I called on Mr. Davis in October, early, a few days before the 10th, when the property was advertised to be sold; there had been one adjournment. I I don't remember whether it was because Mr. Davis was not in, or not that I wrote him a letter, I say "him," but the letter may have been addressed to E. M. Davis & Co. stating that my agree-

ment with Mr. Burton was that he or they were to hold the Lee judgment, so as to enable me to make a title. These may not be the exact words, but they are to the same purport. There was something said about title. (I will give you about what is in the letter, so that there will not be much discrepancy if it is produced.) That I would arrange with Mr. Lee so that they would not have to pay out any more cash, Mr. Davis having told me that money was rather scarce then. This done, that I would then exert myself to convert the assets in cash, so that they would be reimbursed. The assets and real estate meaning the Kensington property, the assets meant the notes and a couple of mortgages handed to Mr. Guillou. There is another sentence in the letter, that if Mr. Hamell saw Mr. Cadwalader by Monday, that I would want the title made by the tenth, if not, I would have the sale postponed. This is the purport of the letter, as near as I can recollect. I don't know that I could find any copy of the letter. I have no copy, it was a confidential letter, of which I would not be apt to keep a copy.

(*Note.*—Mr. Browning here gives notice to Mr. Dudley to produce the letter above referred to, either now, or at any time before the examination of Mr. Urquhart is closed.)

Witness says: On the morning of the 10th of October I went to Mr. Davis to get his check, dated November 15th, for $816. I mean the check of the firm of E. M. Davis & Co. When I speak of Mr. Davis I mean the firm, in matters of that kind. Mr. Davis said he would give me a note to Mr. Lee, saying he would give me this check dated November 15th, which he had previously agreed to take, so as to be due after Mr. Burton's return from Europe. I had made an appointment with Mr. Lee, just before going to Mr. Davis's, to meet me in Mr. Dudley's office. I took the note written by Mr. Davis, as stated. I want to put in before this, I told Mr. Davis to send over Mr. Ackley or Mr. Earle, to buy in the property for me. Mr. Davis said, "let me look at your agreement with Mr. Burton again." I had shown it to him previously. I took out this same paper (No. 26), he looked over it and said, "I will send Charles." He then called Mr. Wharton to where I was standing, and told him to go over with me to Camden. Mr. Wharton asked how soon I wanted him to go over. I told him the sale took place at two o'clock, but I must go immediately, as I had to meet Mr. Lee at Mr. Dudley's office. He said, well, give him time to attend to some matters, and asked me where the sale was to take place, and I gave him the directions to English's Hotel, where the sale was to take place. I told him the ferry to cross, where the hotel was, and said that I would be there waiting for him. I then came over to Mr. Dudley's office to meet Mr. Lee. Mr. Lee was there. I handed him the note I had received from Mr. Davis for him, saying they would give their check. Mr. Lee said that was "all right," or words to that effect. I then said to Mr. Dudley that I would pay the expenses; as this was an honest debt, I wanted to pay the expense. Mr. Dudley said the expense was $100, and said that there was the expense on the Smythe matter which had better be settled at the same time. I said very well, Mr. Wharton is to meet me down at

English's, I will get him to give you his check for the money, and asked Mr. Dudley to meet us down there at 2 o'clock. I told Mr. Dudley not to mark the judgment satisfied, that the sale was to go on. I then went down from Dudley's office, accompanied by Mr. Lee, to English's Hotel. Mr. Graham Clark joined us at his office door, and walked down with us. We spoke about the matter, and I remarked that I was afraid Mr. Dudley would not take Mr. Wharton's check, as he was not acquainted with him. When I got down in front of English's, sheriff Tatem came up to me, and asked me if I was going to allow the property to be sold that day. I said I did not know. That my friend from Philadelphia, who was going to buy in for me, had not arrived.

(Objection made to all these statements made by other people.)

In a few minutes I saw Mr. Wharton coming up from the boat, I went and met him, and I think Mr. Clark went with me. About the same time, Mr. Dudley came from the other direction. Mr. Dudley and I walked up stairs by ourselves. Mr. Dudley said he wanted to speak to me. He said if we wanted him to attend to this matter he would have to charge a fee of $100. I said very well, I will get Mr. Wharton to include it in the check. This made $450. I called Mr. Wharton, and told him to give Mr. Dudley a check for $450. He said he did not draw checks, or had no check with him. I then said to Mr. Dudley, draw an order on E. M. Davis & Co. for $450, and Mr. Wharton will sign it. Mr. Dudley drew the order, and Mr. Wharton signed.

(*Note.* Mr. Browning here gives Mr. Dudley notice to produce the order just referred to, either now, or at any time during the examination of Mr. Urquhart.)

Witness continues. We then walked down stairs together.

(*Note.*—Mr. Browning now calls upon Mr. Dudley to produce two checks, the one drawn by E. M. Davis & Co. to his order for $450 on the Bank of North America, bearing date 10th mo. 11th, 1855, the other drawn by E. M. Davis & Co. on the Farmers and Mechanics Bank to the order of Francis Lee, for $816, bearing date 10th mo. 13th, payable 11th mo. 15th.)

Mr. Dudley produces the checks, which are marked Exhibits, Nos. 39 and 40 (Bank of North America for $450 marked 39, the other 40.)

Witness proceeds. At the bar-room door, we met the sheriff. Mr. Dudley and Mr. Wharton, I supposed, were right at my heels, close by me; we all came down stairs together. I said, "sheriff, go on with the sale. I have got the matter fixed and have had to pay pretty well for it." We went right into the room; the sheriff went in ahead of us, and the sale was opened. Mr. Wharton then spoke to Mr. Dudley. Mr. Dudley went further in to where the stove is. He said to me when he came back, I asked Mr. Dudley do I run any risk," and Mr. Dudley said, only for the amount you bid. One of the properties was put up, I can't say which it was, think the brickyard. As soon as the property was put up, I called out the amount of encumbrance aloud. If it was the brickyard, I called out for $5000. There was about 12 acres of the brickyard that had no encumbrance on it. I stated the encumbrance as if it covered the whole. Mr. Wharton then bid five dollars, and the property was struck down to him. I think

the next property put up was the Halzel field. I announced the encumbrance on that, amounting to about fourteen or fifteen hundred dollars. I stated the real encumbrance on that. I told Mr. Wharton to bid five dollars. The property run up by mistake of the crier, by mistaking the nodding of somebody's head for a bid up to $20. I told Mr. Wharton to bid $50 at once; the crier still went on, and I think it was knocked down at $75. The bids of Mr. Wharton were the only real bids. The others were a mistake; the man told me so; Esaias Hunt was his name. I told Mr. Wharton to bid. He made no bid without my telling him.

The Bloomfield property was put up; I called out the encumbrances against this property $17,000; I told Mr. Wharton to bid five dollars; he bid five dollars, and the property was knocked down; no other bid; next was my father-in-law's; I told Mr. Wharton, (or either I or Mr. Graham Clark spoke and told Mr. Wharton to put down his name for D. W. Carrell; this property was also struck down for five dollars; the sale being over, Mr. Wharton turned to Mr. Dudley and asked him, is there any thing to pay; Mr. Wharton repeated what he said as we were going out; I did not hear altogether; partially; Mr. Dudley said no, there was nothing to pay; he would fix all that; Mr. Wharton and Mr. Lee then went over the river together; shortly afterwards, or immediately afterwards, I went over to E. M. Davis & Co.'s I cannot be positive whether it was that evening, or the next forenoon; think it was that evening; I asked Mr. Wharton if he had seen these great properties, referring to the Jersey properties that had just been sold; I said, the probabilities are, parties will be calling on you to inquire about them; I said I have a fast mare; if you will go with me, I will take you there and back in no time, to see your new purchases; Mr. Wharton said he would like to go, so he accompanied me across the river, and I took him back again; (Objected to as irrelevant;) he had never seen the property before; I asked him; he said he had not; the day after the sale, I went into E. M. Davis & Co.'s; that was the day after the sale; Mr. Wharton called to me as soon as I got up to the top of the stairs, your friend Dudley has sent for his money already, and we have paid him; Mr. Davis called from behind the desk, "what made you give Dudley a retainer of $100."

I said—"Because Mr. Lee informed me that he spoke of the Myers mortgage, and wanted him to contest it," or words to that effect. I said—charge me with the whole amount, and when Mr. Burton returns, he and I can settle what is his, and what is mine; said this to Mr. Davis; I then went around to Mr, Lee's, and paid him the interest on his $816, or arranged to do so, from the time the note was given in May to that date; I felt bound to do this.

Note.—Mr. Browning calls upon Mr. Dudley to produce the books of E. M. Davis & Co. pursuant to notice served upon him and heretofore entered.

Mr. Dudley replies that he has not got them here.

Question. Did Mr. Wharton buy the Bloomfield farm at the sheriff's sale for himself, or for you?

He bought it for me ; the Halzel field he bought for Mr. Burton ; that was bought by my directions.

Question For what purpose, and under what arrangement, if any, did you make proclamation at the time of the sale that there were incumbrances amounting to $17,000 on the Bloomfield farm ?

So that no other parties might bid ; there had been no previous arrangement ; Mr. Wharton came over to act under me ; he did not know what he was doing at all, except to carry out the views of Burton. He did not know whether he was buying a lot of ground or a county ; I don't believe he did.

Question. Did you know at that time that the $10.000 mortgage was satisfied and discharged ?

I certainly did ; let me explain my understanding.

Question. Do you know whether Mr. Wharton knew at that time ?

That would be hard for me to say ; Mr. Davis did, Mr. Burton did ; Mr. Wharton was was merely put into it that day, so far as I knew ; I know most decidedly, that he knew he was acting for me in buying the property.

Question. What were the real incumbrances on Bloomfield at that time, previous to the judgments on which the sale was being made ?

(Question objected to, because incumbrances are matter of record, not of opinion.)

Two mortgages from Isaac W. Mickle to Sarah M. Hall, for $4,550, and one to Capt. Mickle by myself for $2,100, exactly the principal.

Question. Do you know at what time the check for $816 of E. M. Davis, was given to Mr. Lee ?

It might not have been given for three or four days after the sale ; it was not given on the day of the sale.

Question. Do you know how long it was before the sheriff's sale on the 10th of October, the settlement was when the bond and mortgage and other securities were assigned to E. M. Davis ?

It was before the sale ; I can't state exactly how long.

Question. What then, Mr. Urquhart, was the final result agreement and understanding of all this arrangement between E. M. Davis & Co. Mr. Burton and yourself, in reference to the sale of the Bloomfield farm, and of the assignment of the securities to which you have referred ?

(Objected to, because there are agreements in writing which explain themselves, and because the witness has explained in detail the whole matter already.)

Answer. The result has been that Mr Davis, Burton, or Wharton claim everything, and have sold out the Bloomfield property.

Question. What was the agreement ?

Your question referred to the disposition of the assets.

(Objected to.)

Question. You have now stated the result ; what was the final understanding and agreement between you and them, so far as the Bloomfield farm was concerned ?

(Objected to.)

That they were to pay Mrs. Hall and Capt. Mickle their mort-

gages, (that is, they were to get them and hold them, or get some other party to do so; I think Mr. Burton tried to get Mr. Dudley to negotiate that matter,) and hold the property for me, subject to their mortgages.

Question. What was the value of the Kensington property; on which those mortgages were assigned?

I can only say from hearsay.

(Mr. Dudley objects to any further answer, because the witness states that he can only speak from hearsay.)

I mean to say I don't consider myself a judge of real estate in Philadelphia; I have heard twenty people speak of the value of it.

Question. Did you estimate those mortgages valid for the amount they called for?

Yes, more.

Question. What did you estimate the Brick Yard mortgage at?

I had sold the entire field, twenty acres; this yard is only part of it, the most valuable; I sold it for $6,000 to a man of the name of Michellon, $500 to paid down, and $500 to be paid on a well-secured note in four months; about eight or nine acres of this was covered by that mortgage; the most valuable portion, where the brickyard was, I mean the $5,000 mortgage; the brickyard; the mortgage covered about eight or nine acres of the most valuable portion, that on which the bricks were made; the other portion nearly surrounded it; bounded it on three sides; at that time I would have had no difficulty in selling the mortgaged premises for that price; a fair value of the eight or nine acres mortgaged at that time, was four thousand dollars for brick making purposes.

Question. You mentioned yesterday, that at the time of the settlement a large number of securities were deposited with Mr. Guillou; for whose use, and for what purpose were they deposited there?

Nominally, for the use of E. M. Davis & Co. and J. R. Jaffrey & Son, but as I understand, in reality for Mr. Burton to reimburse for this $10,000; there was no definite interest of Jaffrey & Son in them, except that I had told Burton they had a judgment here against me, which I was bound to see paid; I had an understanding with Mr. Burton, that he was to have all the assets coming from these firms, after Myers, Claghorn & Co. were paid.

Question. In pursuance of that arrangement and understanding, did you draw an order on Charles Wharton after he had become the nominal purchaser of the farm, to pay Jaffrey & Son?

I did.

Being shown a paper, (marked Exhibit No. 41, on part of complainants,) says, that this is the order which I drew up on Charles Wharton. This Exhibit objected to.)

Examination adjourned to Monday, June 1st, 1857, 10 o'clock, A. M.

Monday, June 1st, 10 o'clock, A. M.

Solicitors and Counsel present as at last meeting. The ex

amination of D. C. Urquhart continued. The witness last on the stand.

Before the commencement of examination this morning, Mr. Dudley served the following notice upon Mr. Voorhees, which service was duly acknowledged, viz. :

To produce ; all the notes, mortgages and securities of every kind deposited in Constant Guillou's hands, and which have been referred to in E. Pilling's and D. C. Urquhart's testimony, and with all the agreements and assignments in any way connected with said securities.

Mr. Dudley asks Mr. Voorhees when he will have the books of E. M. Davis & Co. produced, as per notice served on him.

Mr. Voorhees or Mr. Browning answers that he will have them produced to-morrow or at any time before the examination of Mr. Urquhart closes.

Question. Was that order presented to Mr. Wharton, and if so, was it paid ? (Exhibit No. 41.)

After this order was given, (which was at or about the time of its date) ; how soon after I can't say ; I was in E. M. Davis & Co.'s store ; Mr. Burton said we received a letter from Mr. Guillou, and he turned round, and looked for the letter in the pigeon-hole, the pigeon-hole in the counting house at the top of the stairs ; he took a letter from one of the pigeon-holes, and showed it to me ; it was a letter from Mr. Guillou, with a copy of this order, notifying him of the fact that he held the order, of which this is a copy.

Note.—Mr. Browning gives Mr. Dudley notice to produce the letter here referred to, at any time during the examination.

He said—" What shall we do, (that is, Burton said,) I said there was no occasion to do anything further, that it was merely a notice from Mr. Guillou ; that I gave him this order to place Mr. Jaffrey in the same condition they were in before ; the property having been slipped from under their judgment that I told Mr. Guillou the property was all in Wharton's hands ; that Mr. Wharton held the property for me ; that the money for the property would pass through Mr. Wharton's hands ; all that they would have to do, would be to retain the $1,500 out of their hands for Mr. Jaffrey, and pay it over to Mr. Guillou for me ; Mr. Burton said he understood it, and put the letter back in the pigeon-hole where he took it from.

Note.—Mr. Dudley on call, produces a release from David C. Urquhart and wife, to Charles Wharton, bearing date October 31st, 1855.

(Marked Exhibit No. 42.)

Witness is asked—Is that the release executed by you to Charles Wharton ?

Says—This is my signature, and that of my wife ; I never read the paper, but I understood from Mr. Dudley what it was ; that it was to complete the title in Mr. Wharton.

Question. What was the object in completing the title to Mr. Wharton. (Objected to.)

So as to enable him to make a good title to the properties when I disposed of them ; neither I nor my wife received any

thing for this release; I considered Mr. Dudley my counsel at the time; it was executed in R. Graham Clark's office.

Question. Do you remember at or about the time of its execution, whether anything was said to your wife about the purpose of its execution? (Objected to.)

I told her that Mr. Wharton was holding the property in trust for us; and to enable him to make a good deed, it was necessary Mr. Dudley told me to complete the matter that there was a paper he wished me and my wife to sign; I brought her down next day for the purpose; I stopped at Mr. Dudley's office, got the paper, and went and had it signed.

Witness being shown Exhibit marked No. 1 and 2, says:

Those are my notes made at or about the time they bear date.

Being also shown exhibits Nos. 3, 4, and 5, says:

Those are also my notes made at or about the time they bear date; at the time of the execution of these notes, I was doing business under the name of Urquhart & Co. these notes were all given for merchandize bought of the parties, Henry Robinson & Co. or S. A. Cochran & Co. bought previously to the date of these notes; notes Nos. 1 and 2 are for merchandise bought by me of the house of Henry Robinson & Co.; notes 3, 4 and 5, are for merchandize bought by me of S. A. Cochran & Co.

Question. Have these notes been in any way satisfied?

There was a transaction in the spring of 1854; I endeavored to dispose of Bloomfield in lots; I also made a proposition to a number of parties to whom I owed money, to take a portion of these lots in settlement of their claims; to some of them I said I would dispose of their lots, so as to make the money out of them for them, and the understanding with all I believe was, that I should clear the lots; I don't know that this was always named, but it was always intended; accordingly, I had a number of deeds drawn up for the lots; I remember there were deeds; to Francis Lee, to E. M. Davis & Co. Henry Robinson, and, I think, to S. A. Cochran & Co. the agreement was never carried through; the way I remember deeds were given was that at the settlement, Francis Lee returned me his deeds. I presume deeds were delivered to Robinson & Cochran, but do not remember.

Note.—Counsel here handed witness a memorandum, which witness puts in his pocket; Mr. Dudley objects to this, and asks for the production of the memorandum.

Question. Do you recollect anything about giving deeds to Robinson and Cochran; and if so, what?

Only the general idea that I gave a number of deeds.

Note.—Mr. Dudley calls upon witness to produce the memorandum Mr. Browning handed to him: Mr. Browning says it has nothing to do with the case, and shall not be produced.

Question. Have not those notes, from the time they were given, been in the control of parties to whom they were given?

I have never seen them to my knowledge, till you handed them to me; I have no recollection of it if I have; they repeatedly sent parties to try and get a settlement from me.

Witness being shown Exhibit No. 18, says:

To the best of his knowledge that is a bill of the goods for which the notes were given to H. Robinson & Co. they were the same kind of goods; invoices are of same date, but as I bought about that time fifty thousand dollars worth of goods, I cannot specify the particular articles; to the best of my knowledge this is a copy.

Question. I observe in your testimony taken a few days since in examination, that you stated to E. M. Davis, that in getting up the Lee judgment, you would so arrange that he would not have anything to pay; state in what way that arrangemeet was effected—if effected.

(Objected to.)

I called on Mr. Lee and told him that Mr. Burton was in Europe. and that money was pretty tight with Davis & Co. (money was tight generally,) and showed him that portion of the agreement where Burton said he would pay Francis Lee's claim, (I mean Exhibit No. 26,) I doubled the agreement, so that he could only see "pay Francis Lee's claim against Mr. Urquhart," and showed him the signatures; I asked him if he wouldn't take E. M. Davis' agreement to pay, when Mr. Burton came home from Europe; I said he would be back early in November; he said, "no, get Mr. Davis to give me their check dated middle of November; Mr. Burton will be back by that time; I said I would get the check of $816; as that was all Mr. Burton agreed to pay, and I would pay the interest; in pursuance of that arrangement, the check was given, payable on the 15th of November.

Question. Will you be kind enough now, to explain in connection with this, precisely how the Smythe and Lee judgments were paid by you.

The payment of those two matters was arranged as I said before, by my agreement to transfer to Mr. Burton the $2,000 mortgage on the Kensington property, as well as by verbal agreement connected with the final settlement, a statement of which I put in a note to Mr. Burton.

Question. Please state as nearly as you can, what that note was, how you came to write it, where you were when you wrote it, and what occurred immediately after, in reference to the agreement—(marked Exhibit No. 25.)

Note.—Mr. Dudley objects to all the testimony in reference to this agreement, and to all testimony explaining the agreement.

Answer. A day or two before this agreement was drawn up in Davis's store, I received a note from Mr. Burton in New York.

Mr. Browning asks where is this note?

Witness says—I think you (Mr. Browning) have it.

Mr. Browning produces a note, bearing an exhibit heretofore produced, and marked No. 25.

Witness says—This is the one; in accordance with this note, I met Mr. Burton; I met him at E. M. Davis's store, and after seeing this Mitchell, who made an offer for the Bloomfield property, it might have been the day before the note was written that we saw Mr. Mitchell; Mr. Burton was then just getting ready to go off to Europe; I said I would write him a letter, explaining the matter; I

would write to him there in the store; we would exchange notes; I did write a note addressed to Mr. Burton, that if he would have paid off the amount of advances due Myers, Claghorn & Co. through Pilling, and buy in for me these properties at the sheriff's sale (meaning the Jersey properties) and pay Francis Lee $816, and release me from Smythe's judgment, and all other claims and transfer to me all claims against Wm. R. Gries & Co. Parton, Horter & Co. Washington Horter, that I would have transferred to him all the assets in the hands of Pilling and of Myers' that came from any of the above parties, that is, those firms as well as the judgment against Marter for $5,000, and also it would be in full for that field; the Halzell field for which, up to that time, I had received nothing; it was expressly stated in the letter that he was to buy in these properties for me, and he was to hold the Smythe and Lee judgement for the purpose of selling the property; Mr. Burton, on reading over the letter said it would never do to put his name to anything of that kind, that it would get us into trouble; I answered, all that is necessary to do is to show that when the property is sold it belongs to me; I want something to show; I then drew up this agreement (Exhibit No. 26,) William R. Gries witnessed the agreement; he was standing by when this was read; when the first one, the letter was read; I took Burton on one side; the letter was returned to me; I destroyed it; I read this agreement over to Mr. Burton; Mr. Gries said "transfer and cancel." Mr. Burton replied, I don't want you to interfere in this matter at all, Gries, this is a private arrangement between Mr. Urquhart and myself; Mr. Burton then gave Mr. Gries a note to Mr. Dudley, directing Mr. Dudley to do whatever Mr. Gries directed; he proposed giving me that note, but I said he had better give it to Gries; then he told Gries to do whatever I directed him in the matter.

Note.—Mr. Browning requests Mr. Dudley to produce the note just referred to, either now or at any time during the examination.

Mr. Dudley objects to the whole of the above testimony.

Mr. Browning asks Mr. Dudley to produce the order drawn by Charles Wharton on E. M. Davis & Co. for $450, on the day of the sale of the Bloomfield farm for five dollars. Mr. Dudley answers he has no such order.

The complainants having rested their examination, Mr. Dudley requests an objection to be entered:

That he objects to all hearsay evidence and conversations with third persons; and all testimony, contradicting, varying or explaining written contracts and agreements, and all the irrelevant testimony detailed in the above examination in chief, whether objected to specially or not, and he makes his cross-examination subject to these objections.

Examination adjourned to 3 o'clock this afternoon.

3 o'clock, P. M.—Examination resumed according to adjournment, in presence of Solicitors and Counsel. Defendants commence the cross-examination of David C. Urquhart.

Being cross-examined, witness saith: I live in the city of Camden, Market street, Kaighn's Point, above Fourth. I am an auction-

cer in the city of Philadelphia, at No. 1, Jones' Alley. I have sent the money for my license. It has not arrived yet. I have lived where I now live; my rent commenced on the eighth of April. I think I moved into the house the Monday or Tuesday following. I moved there from Bloomfield, on the Marlton road, the farm in question. I can't exactly tell when I finished moving in from Bloomfield. There were a few things left after the sale. I think it was after; I know it was after the sale; I mean the last sale under the foreclosure suit, made on the 29th of April last. I did not move anything myself after, but I believe there were some things taken away. These were a bed, some chairs, a table.

Question. Did you remove the window shutters from the house? (Objected to.)

I will tell all I know about the shutters. They were moved and sent to me. I can't tell who moved them, upon my word. I was pretty busy in the store. They were brought to me as part of the personal property that did'nt belong. They were on the house when I left. They were brought to me before the sale. I don't remember the exact date. I might have been there when the shutters were removed, but not the sash.

Question. Did you not cause their removal from the house?

I can't say that I did. They were spoken about being removed by several parties. Can't say who. A carpenter, named Montgomery. He said they were no part of real estate. They were Venitian blind shutters. There were no other shutters but Venitian blind shutters brought to me, there were others on the house.

Question. Do you not know who brought them to Philadelphia to you, and who took them from the house?

Can't say who it was.

Question. Am I to understand you then, that you do not know who it was that took the shutters from the house?

I don't know which drayman brought them. I was not at the house when they were removed. I don't believe I told the drayman to remove the shutters. I told them to bring what was left. Said nothing about bringing the blinds or shutters before they were removed. Those shutters now are in my possession. I have not sold them. They are at my store in Philadelphia, I believe. I have not seen them for two weeks. I sold some loose rails that I bought of Halzell, to Hewling Haines, but no portion of the fence. They were not in any fence. Some of them might have been used, but not for a year. I really forgot how many of these rails there were. I sold a lot of loose stuff to him, including the rails that were removed, for forty dollars. I did not sell the rails separate. I did not take any water pipe from the house, there was some lead pipe brought from there which I sold. I put them there myself. It was used for a force pump. There was some sash brought from there out of the bar from the porch. I was not there, nor have not been there since. Anything that I have removed that I have not a right to remove, I will return or make good.

Mr. Dudley says: will you return the shutters?

Witness says: if they belong to the real estate. The range was taken out, and I got it. It was taken out several months before. I owe the man for the range and for the pipe. I pre-

sume from the quantity there is, the shutters have been removed from up stairs and down.

Question. Did I understand you to say there were one, two or three papers drawn at the time this agreement (No. 26) was executed?

There was but one besides this. A letter to Mr. Burton that I have spoken of. There might have been a copy of this. That agreement was drawn up in E. M. Davis' store, in the back room fronting on Strawberry street. Wm. R. Gries was the only person present I saw. The young men of the store were about, but there was none of them in the room I saw.

Question. At the time this agreement was entered into, were you not interested as owner, or having some interest in a property in Delaware township, called Troth's Mills?

Yes, I was.

Question. Is it not the Troth's Mills property that is referred to in the latter part of this agreement, that you was to be allowed to dispose of in New Jersey?

No Sir. The agreement was that Mr. Davis was to take up the mortgage on the mill property. Mr. Davis was to advance the money and take and hold it, not pay the money.

Question. Was it under and in pursuance of this agreement (Exhibit 26) that the two mortgages on the Kensington property, one for two, and one of five thousand dollars, were assigned to Jonathan P. Burton?

Yes, I presume so. Burton, I understood, was the real owner of the ground rents.

Question. Did the $5000 mortgage embrace and cover the same tract as the $2000 mortgage?

Yes; the $5000 mortgage covered the same land, and a part that was not covered by the $2000 mortgage.

Question. Do you know the amount that was due E. M. Davis & Co. by Wm. R. Gries, Wm. R. Gries & Co. Parton, Horter & Co. and Washington Horter, at the time when this agreement was entered into? (Objected to.)

I cannot say at that particular time. There was a complete settlement before. I believe they were bound to clear off the $5000 mortgage; that is, Parton, Horter & Co.

Being shown a deed marked Exhibit G. on part of defendants, says: that is a deed from Halzell to me for the twenty acre tract, which includes the brickyard. The consideration mentioned in the deed, is $1,239, which I paid Mr. Halzell for this land.

Question. Will you be good enough to state the time when you sold this tract of land to James P. Michellon?

I cannot remember the date exactly, not having looked at it for some time. It was after the Smythe judgment was got; it was before the Smythe judgment had been assigned to Mr. Burton. That sale was near consummated to Michellon. He had possession some time. It was delayed on account of that Smythe judgment, and my never being able to make a title till I got that fixed.

Question. Why did you not get the money and pay off the Smythe judgment?

Because I did not owe the money. I believe the matter was in suit, on the other side at the time.

Question. Was it not in the spring of 1855, that the sale to Michellon was made?

I think likely it was. It was in the spring. Either Mr. Clark or Mr. Dudley has the deed at the present day.

Question. Do you pretend the Smythe judgment was in dispute at the time of this sale?

I think it was; the record will show.

Question. Is the reason you did not get the money and pay off the Smythe judgment the one you have given?

I afterwards endeavored to arrange the matter; it was the only reason at that time. After the judgment was transferrred to Burton, I tendered Michellon the deed. He said my not having given him the title before, was the means of breaking him up. I tendered it in the presence of Alfred Haines. He was then unable to comply; to take the place.

(*Note.*—Mr. Dudley now calls on the counsel to produce the securities that were handed over to Mr. Guillou.)

Counsel of complainants say they have waited on Mr. Guillou, but have been unable to obtain said securities; will produce them if they are able to obtain them.

Question. Where is the Marter judgment that has been spoken of for $5000?

I believe it is in the District Court of Philadelphia. I do not know that anything has been realized on it. Let me explain. There is $14,500 in the sheriff's hands, or was, proceeds of sale of stock under judgments given to Gries, or Gries & Co. to secure the payment of $21,000 to a man by the name of Leib, and $5000, this judgment referred to. I don't know whether this is Gries or Gries & Co. This $5000 judgment Leib agreed to take $10,000, or Judge Mallory did for him, which left $4,500 to go on the Marter judgment. Marter's creditors dispute even the paying $10,000 to Leib.

Question. Isn't this $5000 judgment in dispute?

I cannot say. It is so far up; I mean by "far up," the $21,000 judgments ahead of it.

Question. If there is so much ahead of it as this, is there any probability that it will ever be paid?

Yes, I think so.

Question. Is it not disputed, this $5000 judgment?

I can't say that it is. I will ascertain to-morrow, and let you know. It is all on record. Now I think of it, Mr. Buck told me it was. He was the book-keeper engaged by some of the parties.

Question. Who signed this judgment to John Cater; and for whose purpose?

Wm. R. Gries; and for my use; and I expected to get the cash for it a few days after it was signed. I consider that it belongs to Mr. Burton now. It has been as everything else has lain. It has never been assigned. It has never been transferred on record to E. M. Davis, or Mr. Burton. I believe Mr. Davis has a paper in his possession that has some reference to the assignment, showing that it was to be assigned to them.

Question. Have you not made efforts to get the money on this judgment?

No sir; not since the spring of 1854. I have made inquiry about it.

Quesiton. Of whom have you made inquiry about it, and when?

Of Mr. Guillou, or Mr. McElroy.

Question. Have you not called on Judge Mallory about it?

I believe not within that time; since that agreement was entered into with Mr. Burton. (Exhibit, No. 26.) This judgment belonged to William R. Gries. I think he said it was a personal matter, outside the firm of Wm. R. Gries & Co.

Question. What did you give Mr. Gries for it?

I don't know that I can state the whole consideration. In the first place, Gries said if I could get Leib to settle for $10,000 I might have all I could get over. I saw Leib and Judge Mallory, and they agreed to take $10,000. The goods amounted to $14,500. This was the amount of money paid to the sheriff.

Question. What did you pay Wm. R. Gries for this judgment?

I can't say exactly what I paid in money. I gave him a great deal of time and a great deal of service; attended to business for him. This is my answer. That was the agreement I made with Gries.

Question. Who deposited, and when, the two mortgages on the Kensington property with Myers and Claghorn?

Mr. Pilling deposited the two thousand dollar one. He also deposited the other, as appears by that agreement. They were deposited there for me. I think I carried the five thousand dollar mortgage there myself from Mr. Townsend's.

Question. Where did you get it?

It was given by Wm. R. Gries & Co. for a farm in Evesham.

Question. Who prepared the deeds for the lots on Bloomfield farm that you spoke of this morning, to E. M. Davis and others?

Edward H. Saunders.

Question. Previous to the sale, on the 10th of October, 1855, had you not transferred the twenty-two acre tract that was sold at said sale, and which you have called the Halzell tract, in your examination in chief, to Jonathan P. Burton.

I made him a deed for it, but I was never paid for it. It was included in the verbal agreement that was made at the same time that No. 26 was drawn up.

Question. How long before that time was the deed made by him to you?

I'll give you as near as I can remember. It was after his return from Europe in 1854. I think he returned about the end of June. Can't tell exactly how long after. Have never seen the deed since, Mr. Burton was to have given me $7000 in the paper of Parton, Horter & Co. for this field. That paper has never been given to me, and the parties dispute the payment. But the whole matter was arranged at the time of that agreement. There was an incumbrance on the field of fourteen hundred and some odd dollars.

Question. Was not this land to be clear of encumbrance?

If I remember right, the deed shows it was to be subject to encumbrance.

Question. My question was, whether the agreement between you and Mr. Burton was that this tract should be conveyed clear of incumbrance?

I think not, and I think it is so expressed in the deed.

Question. How much did you give for that field when you purchased it of Mr. Halzell?

I think something less than $2500. Don't remember how much I paid per acre. Bought that and the brickyard lot for a stipulated sum. Presume the consideration is mentioned in the deed.

Question. Where did Mr. Pilling get the mortgage for $2000 on the Kensington property that he deposited with Myers, Claghorn & Co.?

He got it from me.

Question, Where did you get the two mortgages on Kensington property, one for two thousand, and one for five thousand dollars.

I got the two thousand from Mr. Horter, and the five thousand from Mr. Gries; the two mortgages belonged to me when I got them; the five thousand dollar mortgage was given to me for a farm in Evesham, the title of which was in John Cater; the mortgage was not given to me; it was given to Mr. Cater; it was given to him by Wm. R. Gries & Co. and Harry Parton; Parton had the title to the farm, he or his wife; I never saw the deed; the mortgage was made to Cater by Gries and Parton; it was in his hands of course; I don't know whether I got it from Cater or from Gries, or whether Pilling got it?

Question. What did you give for it?

They got the farm for it; I had an interest in the farm; it was given to me for that.

Question. What was your interest in the farm?

The farm was bought of a man named A. Olwine; I contributed (it was a joint operation with Mr. Pilling,) a house in Wilmington, for which Olwine got $1,200 in cash; there were other articles of trade given, enough to make up the price of the farm to $6,000; there was a lot of dry goods, a lot of liquors, enough, including the house, to make $6,000; less incumbrance on the property, amounting to some $2,200; what became of the farm I only know from hearsay; I heard it was sold out under the mortgage; I don't know whether there was any surplus; I certainly do not know, nor did not hear even whether it brought enough to pay the incumbrance.

Question. Did Parton ever get posssession of that farm?

I don't know what legal possession is; a man named Robert Godfrey lived on the farm, and had control.

Question. Did you say Mr. Parton ever got possession of that farm?

He had a notion of going there to live at one time; as far as I had anything to do with it, he had possession; he went out there to sell it to Mr. Lewis.

Question. Did he look at it before it was bought?

Yes sir, it was bought before the 14th of January; I presume as

a legal deed was given for it; Mr. Cater can answer that; I heard there a deed for it; I got this $5,000 mortgage for my interest in that farm, or Mr. Cater did; the mortgage was made to Cater, because he held the deed for the farm; perhaps he had some interest in the goods.

Question. What did you give for the two thousand dollar mortgage?

Mr. Horter was largely indebted to me for moneys that I had obtained for him, or more properly speaking, for Mr. Burton; to pay this debt of E. M. Davis & Co. for which Burton was responsible, or for which he told me he was responsible, as well as to pay his other creditors.

Question. Were you a partner in the firm of Parton, Horter & Co.?

No sir; I represented the house of E. M. Davis & Co. in my dealings with them as well as Mr. Gries, in other words, I was Burton & Gries, helping E. M. Davis & Co. to get their money.

Question. Do you know the amount of the indebtedness of Wm. R. Gries & Co. and Parton, Horter & Co. to E. M. Davis & Co?

I know nearly; I think the indebtedness was $32,000, including Parton, Horter & Co. and Wm. R. Gries & Co.; Mr. Burton claimed that Wm. R. Gries & Co. owed him fifteen thousand dollars, independent of the above, for notes that had been renewed several times.

Question. How much of this has been paid, of the amount owed to E. M. Davis & Co. and to Jonathan P. Burton?

The $15,000 of Burton's account was disputed by Gries, and was referred by him and Burton to me; supposing the assets to be be in a much better condition than was represented to be; I decided that Burton should have $7,000 out of the $15,000 worth of paper of the new firm that was in my hands, until it was seen how the assets of the new firm stood; that was the $7,000 that Burton was to have given me for the Halzell field, but the assets not having turned out as was represented, Parton, Horter & Co. both disputed the validity of the notes; denied receiving value for them; Mr. Burton has got the notes; I have never received them; I am entitled to receive them alone with those other matters.

Question. Have they ever been paid?

No.

Question. Was not the twenty-two acre tract of land that you conveyed to Jonathan P. Burton at the time of the conveyance, not only incumbered with the $1,400 and upward mortgage held by Halzell, but by the John James Smythe judgement also?

Yes Sir.

Question. Did not Jonathan P. Burton purchase this John James Smythe judgment to protect himself as far as he could in the purchase of this Halzel tract of twenty-two acres?

He told me in Pilling's store; I had just come in from the country and met him there; he said he had heard the sheriff was on me for this claim of Smythe's, and that he had bought the judgment of Smythe, for $1,000; I answered, "Burton, I did not owe that money, but as you say you have bought it, I will allow

you what you paid for it." He said—"Very well, that is all I want."

Question. Has he ever been paid anything for it, and if, so how and when!

A short time before agreement (No. 26) was drawn up, within a day or two of that time, I said to Burton that I would have the $2,000 Horter Kensington mortgage transferred to him, if he would pay Frank Lee $816, being the amount I owed him on a judgment in this court over here; and in settlement of the Smythe judgment, and any other smaller matters that might be between us; it was then included in agreement in No. 26; this is the way it was paid.

Question. You have stated the firms of Wm. R. Gries & Co. and Parton, Horter & Co. were indebted to E. M. Davis & Co. or said to be, to the amount of $32,000; how much of this indebtedness has been paid?

It has all been paid by this agreement, No. 26; they have no claim now against the parties; that claim belongs to me.

Question. Whose notes were they that were deposited with Mr. Guillou?

I believe I received most of them as collateral security from Parton, Horter & Co. or Washington Horter?

Question. Were they not part of the assets belonging to those firms?

I presume they were; they gave them to me to raise money for them, as collaterals, or as security for money I had raised for them.

Question. What has been realized from the notes that are in Mr. Guillou's hands?

I do not know; they were handed to Mr. Guillou by Mr. Pilling; I have not had them in my possession since.

Question. Do you know whether any thing has been realized on them?

Yes; I know of fifty dollars that was collected; Mr. Horter told me a party had called on him, wanting to pay; Mr. Guillou has received about fifty dollars; that is all that I know of.

Question. Were they all due when they were deposited with Mr. Guillou, or were they not?

I do not know; if the accounts for which the money was owing had been paid, they would have been due; I don't know whether the notes were all due; I think there is about $10,000 in notes there?

Question. What has been realized on the Pitfield mortgage deposited with Mr. Guillou?

Nothing at present; the matter stands; Mr. Pitfield has given a guarantee for that money; there are two mortgages of eight hundred and twenty-five dollars each; I have not heard of anything being realized; I presume they are lying in Mr. Guillou's hands.

Question. How are those mortgages held?

They were marked at the time they were handed to Mr. Guillou, in lead pencil, to be transferred to E. M. Davis & Co. or E. M. Davis; whether there has ever been any other transfer I do not know.

Question. To whom did the goods belong that were deposited with Myers, Claghorn & Co.

They were the balance of the stock of Washington Horter.

Question. Did they belong to Washington Horter at the time they were deposited by you?

They were sent to me by Washington Horter.

Question. What did you do with the money realized upon them?

E. M. Davis & Co. got two-thirds of it, or about that; I paid it to them on account of Horter; the goods were afterwards sold at Myers, Claghorn & Co's.

Question. How much did you get on the goods?

I think the last lot was two invoices; one lot purported to cost about $10,000, and one about $5,000: there was got on them over $4,000; they were sent through me to Mr. Pilling, I mean he deposited them; I think I got between four and five thousand dollars for them; not five; but over four; the balance of the money that did not go to E. M. Davis & Co. I accounted to Horter for?

Question. When were the goods sold?

They were sent either in August or September, and, I think, sold the following spring; after the negotiation between Mr. Burton and Mr. Davis, Mr. Pilling and myself, for the sale of those goods, fell through.

The further taking of depositions in this cause is adjourned to June 2d, 10 A. M.

June 2d, 10 o'clock, A. M.—Examination resumed, in the presence of Socitors and Counsel, pursuant to the above adjournment.

It is here agreed that the journal of E. M. Davis & Co. shall be considered as Exhibit No. 48 of complainants without being marked; the ledger Exhibit, No. 49; the cash book, No. 50; the bill book, No. 51; the check book. No. 52; (the firm not desiring their books to be marked.) Also the receipt book of the firm, as No. 53.

Question. You say these goods were a part of the stock of Washington Horter now; who deposited those goods with Myers, Claghorn & Co?

Mr. Pilling.

Question. To whom did Myers, Claghorn & Co. make the advances that were made upon these goods so deposited?

To Mr. Pilling.

Question. How were these advances made; in cash or in notes?

That I do not remember; they might have been made in cash, and then in notes after; I know they were charged in Mr. Pilling's account against me, as notes, and the discount taken off.

Question. What was the amount of the advances that were made on account of these goods, by Myers, Claghorn & Co?

I think that the amount that Pilling advanced to me was between four and five thousand dollars; I don't know what he might have got from Myers, Claghorn & Co.

Question. You have said that there were two lots of goods purporting to cost, one $10,000 and the other $5,000, deposited in Myers, Claghorn & Co.'s hands; were both these lots of goods of the same stock of Horter's?

Yes; they were.

Question. Were they both deposited about the same time?

About the same time, and they were both included in the advance of between four and five thousand dollars, which I got from Pilling.

Question. Can you state about the time they were deposited; what year?

It was between July and September; I think it was in August or September of 1854.

Question. Your only connection with these goods, and their being deposited with Myers, Claghorn Co. is through Mr. Pilling, is it not?

I had no dealings or accounts with Myers, Claghorn & Co. on account of these goods that I remember; the transactions about these goods were all between Pilling and Myers and Claghorn, and not between me and Myers and Claghorn; I don't know that I could swear the goods went there, although I am perfectly satisfied of the matter.

Question. When were these goods sold by Myers, Claghorn & Co?

In the spring of 1855; after that negotiation with Mr. Burton failed. I do not remember what time in the spring, but it was in the spring of 1855. I think from those two lots of goods, about $5000 were realized. There was another lot deposited by Pilling, the balance, I think of Horter's stock, or of some stock that belonged to him, purporting to cost about $3000, and which sold for about $1100. I think about $1100 was realized out of this last. I think the gross sales amounted to about $6000.

Question. How much was advanced on this last lot by Myers, Claghorn & Co?

Pilling advanced the whole amount to me, which, I think, was six thousand, eight hundred dollars. This was on all three lots. The three lots purporting to cost ten, five, and three thousand dollars. In all, about $18,000. The whole three lots brought over six thousand dollars, as returned by Pilling to me, as the sale of Myers, Claghorn & Co.

Question. Then the goods did not sell for enough to pay for the advances Mr. Pilling had made to you on their account?

Not quite.

Question. Whose notes were given to Myers, Claghorn & Co. on account of the advances?

I don't remember that any notes were given at all. I don't know how that was arranged. The operation was made by Pilling, and I don't know anything about the operation with Myers.

Question. Did you not direct Myers, Claghorn & Co. to sell these goods?

I might have directed Pilling. I had nothing to do with Myers, Claghorn & Co. about the matter. I think I did tell Pilling to have them sold, as they would be all eaten up with interest and charges. I don't remember having anything to do with Myers,

Claghorn & Co. I have no idea I said anything to them. My answer to the question is, no, so far as I remember.

Question. This twenty acre tract upon which the brickyard is situated, is not part of this bush land?

Part of, is. I cannot tell the number of acres now cleared and now bush land. If I had the map here, I could tell. I should think eight or nine acres. I should not think ten are covered by bushes. The mortgage, I think, is bounded by the other portion on three sides; does not adjoin Bloomfield; does not run up to that tract. I said you would find the true consideration of the Halzell tract mentioned in the deed—twenty-two hundred and fifty dollars. I know that is about the amount of consideration I paid or was to pay. The mortgage is about the fourteen hundred dollars, not fifteen.

Question. What time was it, in the summer or fall of 1855, that Mr. Burton went to Europe?

On the 22d of August. He went a few minutes after signing that agreement (No. 26), to New York, or told me he was going to leave; of course I did not see him.

Question. You have stated in you examination in chief, a conversation which you had, in the store of E. M. Davis & Co. with Jonathan P. Burton shortly after the order was given to Mr. Guillou for the payment of the Jaffray judgment, who was present at that conversation?

It occurred at the desk near, the entrance from Bank street, where Mr. Davis and Mr. Burton generally write or sit. No one that I know was present. Mr. Davis was not. The desk where the bookkeepers are, is further in.

Question. Who is the attorney for John R. Jaffray & Son, in Philadelphia.

Constant Guillou.

Question. You have stated in your examination in chief, that you considered Mr. Dudley as your counsel at the time this release was executed by yourself and wife to Charles W. Wharton, will you please state why you considered him as your counsel?

On account of having given him a retaining fee of one hundred dollars included in that check of $450, as well as the charge of twenty-five dollars for attending the sale, thirty-five altogether for the deed and attending the sale, charged by Mr. Dudley.

Question. Who paid the money to Mr. Dudley?

It was paid by my direction by E. M. Davis & Co. and charged to my account.

Question. Have you ever paid E. M. Davis any of that money?

Yes sir; it is included in my settlement. A portion of that money charged that day, is charged in my account. It is settled as far as E. M. Davis & Co. are concerned.

Question. Have you ever paid any portion of that to E. M. Davis & Co. or Mr. Burton?

I don't remember how Mr. Burton and I have fixed that.

Question. My question is not how you have fixed it, but whether you have paid it?

I owe E. M. Davis & Co. nothing, except an unsettled claim of Urquhart & Co.'s, and that was to a former firm, not the last firm.

Question. I repeat the question, whether you have ever paid E.

M. Davis & Co. or Jonathan P. Burton, anything on account of this $450, or the one hundred dollar fee to Mr. Dudley, or the one hundred dollars expenses of the Lee judgment?

There is something open between Mr. Burton and I. Our account has never been settled since that agreement. The two hundred and fifty dollars I have paid, and was included in that agreement, (No. 26.) The one hundred dollars to Mr. Dudley, the thirty-five dollars, and $29.97 sheriff's expenses, as well as thirty dollars I drew, forms part of an unsettled account between Mr. Burton and myself.

Question. Have you paid anything on account of it?

I think I may have claims that more than balance it. I attended to some matters for Mr. Burton.

Question. Then am I to understand that you have not paid him anything?

No sir; I say it forms part of an unsettled account between us.

Question. What are your claims against Mr. Burton that you speak of, the services that you have performed?

I have attended to some matters of business for him; can't remember particulars. The transfers mentioned in No. 26, of the claims of Gries, Parton and Horter, have not been transferred to me yet. I don't know whether or not I did not pay the interest money on that field for him. I don't remember this, though, I can't refer to the time when I paid it. It merely occurred to me just now. This is the explanation which I have to give, I believe. The seven thousand dollars of Parton, Horter & Co. which was to have been given me in payment of that field, I have not received. I consider the balance very much in my favor, and that Burton owes me a large amount.

Question. Will you be good enough to explain for what Burton owes you a very large amount?

I mentioned one item there of seven thousand dollars.

Question. Will you explain how he owes you that?

My explanation is, Parton, Horter & Co.'s paper for seven thousand dollars, which was to have been given me in payment for that field, and which I have not received. As I have not made out my account against Mr. Burton, I consider that that is sufficient. Also damages for non-fulfillment of contract of that agreement, August 21st. It was not fulfilled on his part, it was on mine.

Question. Then according to your ideas, the failure of Mr. Burton to hand you over the notes for $7000, which you say he was to give you on account of that field, constitutes him your debtor to the amount of $7000?

I should certainly say so till the notes are handed over.

Question. And this is the way you figure out the balance in your favor to a large amount?

I figure out the balance to be in my favor for a large amount, as I have not received anything, as far as I remember, except those different sums of money on account of all that he was to have done, according to our agreement.

Question. Please to be good enough to state what Mr. Burton was to do on account of this agreement, No. 26, and which he has not done?

He was to get Mr. Davis to take the mortgage of $4000 on the

mill property. He was to get Mr. Davis, or some else, to take Mrs. Hall's two mortgages of $4550. He was to pay Francis Lee $816 for his claim against me. He was to pay Myers, Claghorn & Co. about $10,000 for the advances I owed Pilling, on account of the Gries business. If the master will read over, I will see whether it is correct.

Which being done, witness says. It was also to transfer all claims which he held, being his own claims and those of E. M. Davis & Co. against William R. Gries & Co. William R. Gries, Parton, Horter & Co. and Washington Horter, and release me from all claims in this matter. The above is the agreement of which No. 26 is part. That No. 26 was drawn up to show, in case of death, that Bloomfield belonged to me That was the agreement referred when Mr. Gries said put in the word cancel, and Mr. Burton said, "don't interfere, this is a matter between Urquhart and myself."

Question. By Mr. Burton's failure to do all these things you have enumerated above, you figure out a large bill, and that he owes you a large amount?

Yes, sir; I released him from the obligation to take up the mill mortgage, and substituted instead Capt. Mickle's. It was after I was defeated in obtaining the charter for Bloomfield at Trenton, winter before last, that I released him.

Question. Will you be good enough to state the consideration Mr. Burton was to receive from you, for all the above matters you have mentioned in your agreement which he was to do and perform?

He would have the Kensington ground clear, worth from ten to twelve thousand dollars, the mortgage on the mill property four thousand dollars. Mrs. Hall's mortgage, or two mortgages, worth four thousand five hundred dollars, all the residue of the Gries and Horter assets, hypothecated by Pilling with Myers, Claghorn & Co. amounting to from nine to ten thousand dollars. He was to receive the two Pitfield mortgages $1650, the Marter judgment $5000 (this was part of the assets spoken of, belonged to me in a kind of mixed-up way) and the Halzell field.

Question. This was the consideration he was to receive, was it? Yes, sir.

Question. How could you make it out that you were to have the Bloomfield property clear of incumbrance, and in what better condition would you be when Mrs. Hall's two mortgages should be assigned to Jonathan P. Burton?

Did not say to Jonathan P. Burton, but to whom he might get to hold them. The Bloomfield property would be subject to $4,450, and the brickyard would be clear of incumbrance. And I would have been able to dispose of the property to advantage at private sale.

Question. Was any, and if so, what part of the above agreement set out and mentioned in the agreeement or letter which you state you drew up at the time when Exhibit 26 was executed, and which, you state, you destroyed?

I stated I believed I destroyed the letter. The letter, as near as I can remember, stated in plain terms that they would hold these two mortgages and buy in the property under them. How

much more of the full agreement was in there I can't state. The letter was not used on account of its bearing on its face an illegal arrangement about the sale of Bloomfield, and it was from that I destroyed the letter at the time.

Question. Is this all that you can remember of the contents of this letter?

It is all I can remember.

The witness says: I would like to explain.

Mr. Dudley replies that he don't want the explanation of the witness, and objects to these explanations; but if the witness desires it he has no objection to his explanation.

Witness waives the explanation, and says he has no desire to volunteer.

Question. What became of the mill property?

Was sold by sheriff Garrett, to pay that very mortgage and other claims.

Question. Had you paid anything on account of that property?

I had, sir. I believe $3000 was the exact amount paid, for which I got the mill and the stock of lumber. It was sold after I was defeated in obtaining the charter at Trenton the first winter I applied. It must have been in '56. I sustained loss by that sale. I did so, because it did not pay the first mortgage. I lost all I paid on it except what I got for the lumber. I made an effort to save the property. Mr. Davis offered his notes to Mr. Hopper to pay the mortgage, or for it. I forget the date, don't remember whether it was in the forepart of '55. I remember the fact. The mortgage on the mill property was hanging for some time. I did not pay the mortgage in '55, because it was all I could do to raise money for this Gries business and other matters. Everything I could raise went in there.

Question. Did you consider it an important matter to you to save that mill property?

Yes, I did.

Question. Why so?

Because I consider the property worth this day ten thousand dollars, providing the mill has been kept in as good order as it was. There was a little over $6000 against it, independant of what I had paid.

Question. You have stated that this mortgage for $10,000 on the Bloomfield farm was paid, and lying in Myers, Claghorn & Co.'s hands after the original transaction (I mean by Pilling for you) until it was assigned to E. M. Davis, in October, 1855. If, then, it was a matter of so much importance to you to save this mill property, why did you not raise money on this mortgage which was in their hands, and lying idle there, as you have stated?

Because I could not get a settlement with Pilling. He is one of those men who hold on to everything as long as they can.

Question. Did you ever call on Myers, Claghorn & Co. for this mortgage, or request them to make any more advances on if?

In regard to more advances, I don't remember having said anything to them till the dispute with Pilling, when I notified them the mortgage was valueless. With regard to further advances I have no recollection of anything being said about it until I notified them as above.

Question. Did you ever ask Myers, Claghorn & Co. during

this period for this mortgage, or request them, or either of them, to give it to you?

No; I want to explain; not till the time I spoke of above.

Question repeated.

I believe not.

Question. You state in your examination in chief that you stated to Myers, Claghorn & Co. that this mortgage for $10,000 was valueless; be good enough to state when, and to which of the firm you made this statement?

A written notice was addressed to John B. Myers, and to Myers, Claghorn & Co?

Question. Am I then to understand from the answer you have given, that the only information you gave them of this mortgage being valueless, was in the written communication you addressed to them?

I saw them both personally. How often, I don't know. I mean John B. Myers and James Claghorn. I saw them both personally in regard to the matter. I told them not to hand to Pilling any securities they had. Their reply was, they did not have any dealings with me in the matter.

Question repeated, and Mr. Dudley adds, the question was, whether witness gave them any other information than that spoken of about this mortgage being valueless.

Answer. I have answered already that I called upon them, and saw each of them personally about the matter.

Question. Did you tell them when you called that this mortgage was valueless, or words to that effect?

I have no doubt that I did.

Question. Have you any recollection of telling them so? that the mortgage was valueless?

Yes sir.

Question. Which one?

Both, I believe.

Question. Was this before or after you addressed this communication to them?

I don't remember; the quarrel of Pilling extended over time; it was during that time.

Question. Did you as much as intimate to Myers, Claghorn & Co. or to John B. Myers or Claghorn, or either of them at any time, before this mortgage was assigned to E. M. Davis that the same had been paid?

I forget the particular language I used, but such was my intention when I called upon them, and for that very purpose I called upon them,

Question repeated.

I will add that I offered to leave my dispute with Pilling to Myers to decide.

Question. Mr. Dudley adds that he has not said one word about a dispute with Pilling or referred to it; his question is, whether the witness ever pretended to Myers, Claghorn & Co. or either of them, that this mortgage had been paid; and requests the witness to answer.

I certainly informed them I did not owe the money.

Question. Mr. Dudley adds, that is not my question; did you ever pretend to them the mortgage was paid?

I want to say neither yea nor nay direct, but I certainly informed both Mr. Claghorn and Mr. Myers, that those two mortgages were settled for.

Question. With whom?

With Pilling.

Question. You have said you did not owe the money; what money?

The money that was obtained on each of those mortgages.

Question. Did you not say to Mr. Claghorn on this occasion, that Pilling claimed more than was due him, and you did not wish the mortgages to go back to him, as he would hold them for more than was advanced?

No Sir; I could not have said that; I should have held them responsible for the whole amount if they had transferred to Pilling, as the mortgages were made directly to John B. Myers, and one of them ($10,000) delivered myself.

Examination adjourned to 2½ o'clock, P. M. to-day.

2½ o'clock, P. M,—Examination resumed in the presence of Mr. Voorhees and Mr. Dudley pursuant to adjournment this morning. The cross-examination of David C. Urquhart continued:

Question. Did you state in the communication which you addressed to Myers & Claghorn in reference to this $10,000 mortgage, and which you have spoken of above, that the mortgage had been paid?

As near as I can remember, I specified only mortgages and other securities, without specifying particularly.

Question. That the mortgages and other securities had been paid?

I think I stated that I could not get an account or settlement with Pilling; I did not suppose that Mr. Myers could transfer either of these mortgages without a written authority from me.

Question. Did you state in that communication that this $10,000 mortgage had been paid?

I did not mention the $10,000 mortgage by itself, consequently could not have said that it was paid.

Question. Did you state the mortgages and other securities mentioned in that letter, had been paid?

I think I stated that they were valueless, or that no value could attach to them.

Mr. Dudley answers that this does not answer his question; that a thing may be valueless and yet never have been paid, and he repeats the question whether this mortgage, or the securities that he mentioned had been paid?

Witness says—If you have the letter, I would like to see it; it would show; I don't remember all that was in it.

Mr. Dudley answers—That he has not the letter in his possession or control, and cannot therefore show it to the witness; and desires the witness to say whether in this communication he said the mortgages and securities had ever been paid?

I think I said they were valueless, but don't remember whether I said they were paid.

Question. Do you remember ever having told either Myers or Claghorn that this mortgage for $10,000 was paid previous to its transfer to E. M. Davis?

I can remember no nearer than I stated was expressed in the letter; I remember distinctly stating in the letter the mortgages were valueless; I do not remember saying to them it was paid.

Question. Do you mean to say in your testimony that this mortgage for $10,000 was assigned to Mr. Davis, and a sale made October 10th, '55, and the property purchased by Mr. Wharton for the purpose of hindering or defrauding your creditors?

I mean to say that the mortgage was transferred to Mr. Davis, and the sale made for the purpose of enabling me to get a good price, and make a good title, more to benefit my creditors than to defraud them; neither Mr. Davis nor any of the parties had any idea of fraud; I believe all parties at that time were actuated by making the most of the property for me; such was my understanding at the time; I did not understand until afterwards, nor did not know that such a sale would be fraudulent; I don't know now that it is; they merely say so.

Question. The notes mentioned in No. 19 (Exhibit,) where did you get them, and for what purpose?

I got $6,200 worth of that paper from Wm. R. Gries, I think; the note for $2,500 I got in part settlement from Ellis Pilling; those I got of Gries were his; some of them were the assets of Wm. R. Gries; I got them from himself; these notes were my own after I got them into my possession.

Question. What did you give Wm. R. Gries for them?

I had lent him about $2,500, and I got those notes from him as security till the money was paid, and also in making that new arrangement, till the matter was completed with the new firm; I was going to give them the money that afternoon, and wanted some little hold; the new arrangement I mean; the loan of $9,200 to Horter, spoken of in my examination in chief, which I call the $10,000 loan; after that matter was completed, after the $2,500 was paid, I considered the notes the property of the new firm; there were other parties that held notes as collateral security for money lent to Wm. R. Gries & Co. which, in the same manner, became the property of the new firm, when they paid the money owed them by Wm. R. Gries & Co.; the banks held notes in the same way, collateral for discounts.

Question. Did Gries put in his list that he sold to Parton, Horter & Co. these notes?

He did, sir, and I accounted to them for them; I accounted for the whole amount; there were $6,200 and upwards, after taking out my own note; that new firm paid me the $2,500 owed me by Gries, and I accounted to them for the $6,200 and odd dollars in this way; such notes as were paid by the parties themselves, or their agents I gave them the money for, or gave them credit on the advances I was making to them; the notes that were not paid, I paid to Mr. Pilling, and returned the notes to the new firm.

Question. How many notes, and to what amount did you return them?

I cannot remember ; I returned Ramage & M'Quisen for $376 10, I returned that to them, and gave Mr. Pilling another note in place of it ; W. Burton's note for $433.8 was renewed for him ; I say this from the best of my recollection ; Mr. Pilling got the renewed note discounted for me ; Yerby, Tebs & Yerby was returned to Parton, Horter & Co. amount $872.30 ; I think there were some more, but I am not sure ; the two notes I held against Pilling for $2,500, were given me in settlement with him for cash in November '53 ; they would both come due after this $10,000 came due ; I think they were given for twelve or sixteen months ; I don't know when the brick yard mortgage was deposited with Myers ; I did not get any advance on it when I gave it to Pilling ; it was made for the purpose of making capital, and also with the idea of selling the brick yard, subject to the mortgage, as parties on the other side sell land subject to ground rent ; I do not remember of getting any direct advance on the brick yard mortgages I will say ; I gave it to him for the purpose of having capital in reserve.

Question. You have stated you loaned Parton, Horter & Co. a large amount of money ; how much did you loan them—and when ?

I lent them, I suppose, in the aggregate perhaps over $30,000 ; I will answer the question in this way ; the $10,000 only lasted them a few days, and I had almost immediately to commence raising money for them ; every two or three days I would raise one, two or three thousand dollars and so on ; when they had paid $23,000 of Wm. R. Gries's debts, they had only collected three thousand dollars out of the assets ; I had raised all the balance for them.

Question. Was this or any part of it returned ?

Oh, yes ; I had got from them notes and goods, which I deposited with parties, from whom I got the money ; these parties were Pilling, Wilmerding and Mount of New York, and Hoffman of Baltimore, and there might have been others.

Question. Did you raise any of this upon your own security, this large sum of money ?

I don't know that I did upon my own security ; my name backed them.

Question. Do they still owe you anything upon these transactions ?

Yes sir ; I cannot say how much ; it is a long account, covering a good many thousand dollars ; amongst these things is the balance of E. M. Davis's account and the $7,000, and the balance of the monies advanced ; I cannot say what the balance of the monies advanced is.

Question. Did you ever loan that firm anything at all beside the nine thousand two hundred dollars, which you call the ten thousand dollar loan ?

I did loan the firm, but the money was credited on the books to Washington Horter ; but the money was used by the firm.

Question. If you loaned them any, was it not raised upon their own assets which you had ?

Almost invariably ; I let them have the money first, and got the securities afterwards.

Question. Then, if that was so, you had security for what you loaned ?

Provided the notes had been paid, and the goods brought first cost, I should have had plenty of security.

Question. Where are the notes that have not been paid?

I believe I handed the assignee of Washington Horter some $29,000 of unpaid notes and other matters; those were not all placed in my hands as security; they were left in my hands by Mr. Horter; the notes that are in the hands of Mr. Guillou, also were part of the security; those that are in the hands of Mr. Guillou and those I handed to the assignee, and some I had given to Mr. Burton, constitute all that I had.

Question. You state in your examination in chief, that at the time of negotiating the loan from Myers, Claghorn & Co. on the same afternoon or next day, you made Pilling four notes for $2,500 each, maturing a few days before his notes to Claghorn became due; what became of these four notes?

I presume they were returned to me; I have no doubt they were returned to me by Pilling, I presume before they were due.

Question. You say you have no doubt; have you any remembrance about it?

I know I was never asked for the payment of them; I have a remembrance of it; I remember settling for them; I think in the month of May and June; and I believe they were returned then; my impression is, they were returned at that time.

Question. Did not Myers, Claghorn & Co. notify you that they were going to sell the bond and mortgage on Bloomfield and the other securities deposited with them, and was not that the reason of your writing to them the letter you have spoken of?

No sir, they did not, but I heard from them or Mr. Pilling, that Mr. Pilling wanted them to sell the mortgages, but they said they did not dare to do it; I did not hear this till after the settlement with Pilling.

Question. Why then did you write to Myers, Claghorn & Co. and notify them not to sell?

The reason for that is given in the communication; I endeavored to get an account either from them or Mr. Pilling, so as to effect a settlement with Pilling, and enable Mr. Burton to get possession of the balance of the Gries' assets, and myself of my property.

Question. What is the amount of J. R. Jaffrey & Son's claim against you!

It is over $3,000.

Question. Did you not cause a petition to be filed in the court of chancery, to open the decree in the foreclosure case brought by Mrs. Hall against you for the Bloomfield farm?

Yes.

Question. Did not John R. Jaffrey & Sons come in and take part in that suit?

I can't understand whether they did or not.

Question. Do you not know that all the testimony was taken in their names as well as in yours, and that was the constant subject of conversation?

I don't remember.

Question. Was not you examined in that suit, in behalf of John R. Jaffrey & Sons?

I was.

Mr. Dudley calls on complainants to produce the petition that was drawn and prepared for Jaffrey & Sons, in the Sarah Hall case.

Mr. Voorhees acknowledges notice, and says he will produce it in the morning, if possible.

Question. This mortgage for ten thousand dollars having been paid and satisfied as you have stated in July, 1854, why did you not state in your petition that you filed, above referred to, that this mortgage was paid and satisfied?

(Objected to.)

I stated the facts of the matter to Mr. Wilson my counsel, and he drew up the petition that I signed; I don't remember now, what the petition set forth; the petition was read to me by Mr. Wilson, certainly I did swear that the contents were true; being referred to the passage, "I think Myers will be willing to place the securities in our hands, provided we agree to pay the amount he has advanced," in Exhibit No. 25 (letter) witness is asked.

Question. What securities were referred to in this paragraph?

The very securities that were afterwards transferred; the four mortgages; the amount that is referred to there is fifteen thousand dollars. Being shown a letter dated Feb. 19th, 1855, from D. C. Urquhart to J. P. Burton (marked Exhibit H. on part of defendants,) witness says:

This is a letter from me to Jonathan P. Burton; and his attention being called to a paragraph in the letter, viz:—"I have just had a conversation and overhauling the affairs," is asked what this refers to?

"Overhauling the affairs" is overhauling the securities, and this refers to all the securities, as well in Myers and Claghorn's hands as Pilling's; and his attention being called to "M. C. & Co.'s paper for $4,700 is due, and ought to be put in shape at once."

Question. Whose paper is this referred to?

Myers, Claghorn & Co.'s paper advanced upon those goods to me, through Mr. Pilling; it was seldom paper was handed to me; merely the proceeds of paper.

Witness's atention being called to the passage in the letter (Exhibit H.) "the goods will enable me without any kind of doubt to clear the mortgage on the lots and carry out my other operations," says; Kensington lots are the lots referred to, and the mortgage referred to, is the $5,000 one.

Question. Why do you refer in that paragraph to the mortgage and the lots?

Mr. Burton had an agreement with me, the purport of which, as near as I can remember, was that if he would pay the monies due Myers, Claghorn & Co. or Pilling (I don't know which name is used) the amount due for advances, that he could have the balance of the assetts in my hands, or if enough was collected out of them to pay, that he could have the Kensington mortgage. Do not know when this was made. The letter refers to the same matter.

Being shown a letter (marked Exhibit 23), from Urquhart to

Burton, witness says: "This is a letter from me to Jonathan P. Burton," and his attention called to a paragraph "this matter must be settled without delay." I have begged off from day to day, and can't ask for longer time," is asked the question,

Question. What matter is this referred to?

Myers, Claghorn & Co.'s notes for advances on the goods. When an advance is made on goods that way, and the notes become due, and are taken up by the party advancing, a new arrangement has to be made, or the goods sold. This has reference to the sacrifice that would be made if the goods were sold at auction.

Question. With whom has the "*begging*" been referred to here?

I have reference to Myers, Claghorn & Co's notes; but the matter was done through Pilling.

And being shown another letter, dated February 23d, from the same to the same, marked Exhibit J. on the part of defendants, is asked:

Question. Is this a letter from you to Jonathan P. Burton?

It is.

The attention of the witness being called to the words "will you take all the assets that are in my hands or in my control, and pay the amount I owe on account of Horter to M. C. & Co." is asked:

Who are "M. C. & Co." referred to there?

Myers, Claghorn & Co.

Question. What amount did you owe them?

When I speak of owing them, I mean the same amount that was owing through Pilling. It might have been at that time $18,000. It means the entire amount I owed Pilling. This amount was reduced by the sale of goods afterwards. The goods produced somewhere near $6000 reducing the sum to about $12,000.

Question. Will you be good enough to explain the language in the letter, "amount I owe on account of Horter, to M. C. & Co?"

Mr. Burton was aware how these operations were carried on, and I always spoke of Myers, Claghorn & Co. We always spoke of the money due Myers, Claghorn & Co.

Question. Why do you say that you owe that money to Myers, C. & Co. in the letter?

Because I got all this money from Pilling, and handed it to the parties. I mean Horter, or Parton, Horter & Co.

Question. How was the balance of this $12,000 paid to Myers, Claghorn & Co.?

The money that was paid by E. M. Davis to Myers, Claghorn & Co. for Mr. Burton, was the finishing of these operations. I mean the $10,500 that was paid by E. M. Davis at the time of the transfer of the bonds and mortgages &c. to E. M. Davis & Co.

Question. You state in the letter, "telegraph to me to-morrow, and Ellis and I will meet you;" what "Ellis" do you mean?

Ellis Pilling.

Being shown a letter dated February 27th, 1855, (marked by

defendants, Exhibit K.) from Urquhart to Burton, you state, "Ellis and myself have been with E. M. Davis for the last three hours," what "Ellis is referred to?

Ellis Pilling.

Question. What was your business there?

I had promised Mr. Burton to do my utmost to save enough out of these assets to clear that Kensington mortgage for him. The object to be attained was to pay Myers, Claghorn & Co. and have the goods sold at private sale. Whenever I speak of Myers, Claghorn & Co. I want it understood I speak of them through Pilling. The goods referred to there are the three lots purporting to cost $18,000. The letters M. C. & C. there in the letter have reference to Myers, Claghorn & Co.

Question. You say "you can take the goods to any commission house, and get $7,700 for them; why should I beg him to make the operation except for your advantage? there is abundance to secure me, and with your assistance, as you propose, you can secure yourself. I have seen Mr. Claghorn, and he says the matter must be arranged somehow;" what Mr. Claghorn is this referred to?

Mr. Claghorn of the firm of Myers, Claghorn & Co. I presume Pilling spoke to him. I never saw him till after my dispute with Pilling; I mean, never spoke to him about these matters.

Question. Your letter states that you have seen Claghorn, and the matter must be arranged; do I understand you now as saying that the letter states a falsehood on its face?

I mean nothing of the kind. Mr. Burton knew as well as I did how these operations were carried on with Pilling, and knew what I meant when I said I had seen Mr. Claghorn, because he was around with me to Pilling's place almost every day that he was in Philadelphia, talking over these matters.

Question. Do I understand you to say that you did not see Claghorn?

If I saw Mr. Claghorn about the matter personally, it would have been along with Mr. Pilling, and Mr. Pilling would have been the spokesman.

Question. Did you see him along with Mr. Pilling?

I do not remember; it is probable. I did or else the letter would not have stated so.

Question. You say "beg him to make the operation," to whom do you refer?

E. M. Davis & Co.

Question. You state further in this letter, that "if you take the goods, the matter is reduced to this; will Mr. Davis advance $7,700 to save you on good and ample securities, or shall I order the sale of all the securities; answer at once." What securities do you refer to in this paragraph?

The goods, notes, accounts, and the two thousand dollar mortgage; those are all the securities that I had.

And being shown a letter marked Exhibit L. on part of defendants) from Urquhart to E. M. Davis, dated March 1st, 1855, witness is asked,

Question. Is that a letter from you to E. M. Davis?

Yes.

Witness' attention being called to the paragragh, "I have now $4,700 laying over; on the 7th I shall require $3000 due on that day, in all $7,700," he is asked,

Question. Where was this $4,700 that was laying over?

That is the same $4,700 so often referred to. It means that the advance would be due that day.

Question. Question repeated.

From me it would be laying over with Pilling; it was one from me to Pilling that day. The rule is, that when money is due, the securities come under the hammer; that is, with auctioneers; their agents, or parties operating through them.

Question. Do you mean me to understand that that $4,700 was laying over in Pilling's hands?

Yes; as far as I was concerned. It was due from me to Pilling.

Question. You state in this letter (L.) "that as soon as an arrangement can be made for the money I owe on their account" (referring to Gries and Horter) you will transfer certain securities mentioned in the letter. What money do you refer to there as your owing on Gries and Horter's account?

It has reference to the whole amount that was due to Myers, Claghorn & Co. and which at the time amounted, I think, to about $18,000.

Witness being shown a copy of a lettter (marked Exhibit M. on part of defendants) dated 3d mo. 1st, 1855, says: This is an answer of E. M. Davis to me, of my letter Exhibit L. just produced, I believe it is, honestly.

The further taking of depositions in this cause, is adjourned to to-morrow, June 3d, 1857, at 10 o'clock A. M.

June 3d, 1857.—Examination continued, in the presence of Mr. Dudley and Mr. Voorhees.

The cross examination of David C. Urquhart resumed.

Being shown Exhibit F. on part of defendants;

Question. Did you not send that letter, Exhibit F. together with Exhibit H. at the same time?

I don't know that they were sent together; they evidently refer to the same operation. My impression is, I carried that letter to Mr. Davis myself.

Question. You have referred to an agreement in explaining a letter yesterday afternoon bearing date about February 23d, 1855, which you had entered into with Mr. Burton, previous to this time, in reference to the transfer of the $5000 mortgage on Kensington property, is not that the agreement?

(Being shown a paper marked Exhibit V. on part of defendants,) witness says: This is the only agreement, and is, no doubt, the one I refer to. I am not sure whether it was written before or after.

Question. Must it not have been before, or how could you have referred to it?

I know that I was willing to make such an arrangement before, and it might have been written before. I don't know that

it was. The agreement was made before, but I don't know that it was reduced to writing.

Being shown a letter dated March 2d, 1855, (marked Exhibit N. on part of defendants,) witness says: That is my writing. It is a letter from me to E. M. Davis.

His attention being called to the passage "the securities I will transfer on payment for money borrowed to the amount of $16,700 are as follows;" he is asked?

Question. What $16,700 is referred to?

It is $16,700 of the money before spoken of due Myers, Claghorn & Co. borrowed by Pilling for me, for these advances.

Question. What mortgage of $5000 is this referred to?

That on the Kensington property. The two thousand dollar mortgage is also on the Kensington property, the "merchandise $18,000 at cost." This merchandise is the same referred to in my testimony above; the three invoices; the judgment for Marter for $5000 mentioned in the letter is the same judgment referred to in my testimony before, which was assigned to John Cater for my use, and is laying "bills receivable and book debts about $8000;" this is a portion of the same assets in the hands of Mr. Guillou.

Question. Do you say now that Mr. Guillou has in his hands bills receivable to a larger amount than $8000?

Yes, I believe so.

Question. You state in that letter, Exhibit N. that the book debts, bills receivable, and Marter's judgment will clear the lots, and leave a margin for the building;" what lots does that refer to?

The Kensington lots.

Question. Will you explain that passage; its meaning?

One of the objects I was endeavoring to attain, if possible, was to make the most of the assets, so as to leave me a margin to enable Mr. Burton to clear that ground, and if possible build the houses. I mean clear the ground of that five thousand dollar mortgage that I held, that was in the hands of Myers, Claghorn & Co. I had not previously agreed to transfer that mortgage to Mr. Burton, unless enough was made out of the assets. I will add that I was informed by E. M. Davis and Mr. Burton, that Mr. Burton was responsible, in fact, that all this Gries business was charged to his account.

Question. Was this Kensington ground good for anything with this mortgage against it?

Yes, sir.

Question. What "buildings" does this refer to?

They are those Parton, Horter & Co. were to have erected; the same buildings the contract for which with Rogers, was made in my name as standing between the two parties.

Question. Did you not agree to erect these buildings either personally, or out of the assets belonging to the firms you have referred to, Parton, Horter & Co. Wm R. Gries & Co. &c?

There was no agreement, or consideration for such agreement, except that I was to endeavor to get it done for Mr. Burton, provided there was a surplus after paying the advances.

Question. Did you not undertake and agree to erect them with E. M. Davis & Co. or Parton, Horter & Co. or any of them?

No sir; all the money advanced to Rogers I got from Parton, Horter & Co. and it is charged on their books. I was merely an agent for E. M. Davis & Co.

Question. Did you not inform the firm, or some of the members of E. M. Davis & Co. that you were to erect them, and had security for their erection, or words to that effect?

I might have said at one stage of these proceedings, provided they did certain things, margin might be saved to erect them. I have no remembrance of such conversation. I have no remembrance of informing them in any way.

Question. Then if you ever have given them such information in writing, that you had security for the erection of those buildings, am I to understand you now, that such information was false?

(Question objected to, as witness has stated before, (which is not put down upon the record) that if there is any evidence of such thing in writing, he will explain it if produced, and that it is unfair and illegal to examine a witness as to the contents of a paper when it is not produced.)

Mr. Dudley says in reply:—That he has not said there was any such paper, but the witness has said there is no such paper, or at least he did not think so, and that he is not examining him as to the contents of any paper at all.

Answer to the last question—I say there is no such paper, but that be easily explained, and I will explain if it is produced. One of the objects in bolstering up the concern, was to get E. M. Davis & Co. and Burton out safe.

Question. If you ever gave E. M. Davis & Co. or any of the members of that firm, information that you had security for the erection of those buildings, was such information true?

I repeat I never had security for that purpose, and I never could have given them information; as that firm never authorized me to appropriate the securities in my hands to that purpose, I could not have given them any such information; nor had I ever securities placed in my hands for that purpose; I was acting as the agent of E. M. Davis & Co. in that matter, and I might have told them I thought I could apply some of those assets to that purpose; but I must first have got the consent of Parton and Horter.

Mr. Dudley adds, that in this long explanation volunteered on the part of the witness, he has studiously avoided answering the question, and has the

Question repeated.

Witness says further; since this suit has (Mr. Dudley objects to any further explanation which may be volunteered by the witness, till he has answered the question,) been commenced, he met Wm. R. Gries in Front street, opposite E. P. Middleton & Co's store; he addressed me by saying:—

(Mr. Dudley objects to any conversation that took place between witness and William R. Gries, and objects to his repeating such.)

Witness here asks Mr. Voorhees whether he has a right to make explanations.

Mr. Voorhees tells him he has a right to do so.

Mr. Dudley objects to the witness making any explanation, because it is irrelevant and illegal testimony, and has nothing to do with the question that has been asked.

Witness proceeds—He addressed me by saying: you know you got that money from E. M. Davis ($10,500).

I answered you know nothing about it; Mr. Burton told you so before.

He then said—I heard you say you had money enough to clear that mortgage, or "build the houses."

I don't know which, I replied, "if you say you heard me say so, you know you say what is untrue; and as you seem to have engaged in a new business, I want nothing more to say to you."

I now say again, that as I never had securities put in my hands for the purpose, I could never have made such a statement without first getting the sanction of parties who placed such securities in my hands.

Mr. Dudley adds—That the witness has again refused to answer the question he put, which was whether such information if given, was true or false, and which requires a very simple answer, and has the

Question repeated.

I never gave them any false information.

Question repeated.

Any information I gave them was correct at the time; if I gave them such information, it must have been with qualifying circumstances; I gave them no false information, I say.

Question. Am I to understand that it was true then?

Under the circumstances, whatever information I gave them, was true.

Question. Were the buildings on these lots ever erected?

The lots I never saw; the lots were attached by the creditors of William R. Gries & Co. and the man who was building stopped his work; I presume the buildings were never put up, except the cellars, and first row of joists.

Question. Did the builder stop erecting the houses because the lots were attached by the creditors of Wm. R. Gries & Co?

I do not know; I had no personal interest in the matter.

Witness being shown copy of letter (marked Exhibit G, on part of defts,) dated 3d mo. 2d, 1855, says:

I presume this is a letter from E. M. Davis to me, in reply to Exhibit No.—And being shown a letter (marked Exhibit P. on part of defendants) dated March 2d, 1855, says:

This is a letter from me to E. M. Davis.

Witness's attention being called to the paragraph in the same, "what I propose doing is to assist you in disposing of the goods to the best advantage for cash; collect the accounts, so as to release the mortgages; have the ground covered by the $2,000 mortgages disposed of, and sell your ground rents, so as to make the most of all the assets for Mr. Burton," says:

The mortgages referred to there, are the two mortgages on the Kensington property; Mr. Jonathan P. Burton is above alluded

to; the ground rents were on the Kensington property, and were held by E. M. Davis, or one of the firm.

Being shown a copy of letter (marked Exhibit 2, on part of defendants,) dated 3d mo. 2d, 1855, says:

This is a copy of letter of E. M. Davis, in reply to my last letter exhibit P. Being shown a letter (marked Exhibit R, of defendants,) says:

This is a letter from me to E. M. Davis; and his attention being called to the paragraph—"provided the amount due Myers, Claghorn & Co. is paid, I agree to hand you every dollars worth of securities that have been placed under my control"—witness is asked—

Question. What money is referred to there?

It is the same $16,700, or part of the money so frequently referred to as due Myers, Claghorn & Co. through Pilling; the securities I speak of there, are the same securities, goods, judgments, debts, and the two thousand dollar mortgage on Kensington property, already referred to, "book debts and bills receivable," I say the value of is $5,000.

Question. Are these the same "book debts and bills receivable," referred to in Exhibit N, and which are there put down as amounting to $8,000.

I presume so; these are the same "bills receivable and book debts" or a portion of them, that are now in the hands of Mr. Guillou; placed there by Mr. Pilling.

Attention of witness being called to "Due M. C. & Co. $16,700," says:

"M. C. & Co. here means Myers, Claghorn & Co. the $16,700 is put down there as the amount due them along with those securities; this is a part of the same money I loaned Parton, Horter & Co.

Attention being called to the words, "I agree to hand you every dollars worth of security that has been placed under my control, but which, I think, are all embraced in the list I sent you," is asked,

Question. Which is the list referred to?

I think it is the list embraced in the letter Exhibit N.

Being shown a copy of Letter (marked Exhibit S, of defendants,) dated 3d mo., 2d, 1855, says:

This is a copy of the letter of E. M. Davis to the last (Exhibit R.)

And being shown a letter (marked Exhibit T, of defendants,) from Urquhart to Davis, says:

This is a letter from me to E. M. Davis, dated March 3d, 1855.

Attention being called to the words, "provided you paid $16,700; to M. C. & Co." he is asked,

Who is M. C. & Co?

Answers—Myers, Claghorn & Co.; and this sum is the indebtedness spoken of throughout this series of letters, and which I have explained before.

Attention being called to the words, "book debts and bills receivable, that I value at $5,000;" says:

These are the same book debts and bills receivable referred to in Exhibit N.

Question. Can you state the amount of "bills receivable," embraced in the item of $8,000 in Exhibit N, and what amount of that sum is in book debts?

I cannot, as there seems to have been another lot of book debts and notes, collateral for something else which have become mixed together; I cannot state about the amount.

Question. What other lot of book debts and bills receivable was there?

I forget how they were placed at that time; I do not remember what other lot there was; these seem to have been about all that were in my hands or under my control at that time.

Being shown a copy of letter (marked Exhibit U, of defendants,) dated 3d mo. 3d, 1855, says:

This is a copy of a letter of E. M. Davis to me, in reply to the last.

Question. You have stated in your answer, that this sum $16,700 mentioned in the letters just referred to, was your indebtedness to Myers, Claghorn & Co. through Mr. Pilling—is this correct?

Yes, this is correct; but there was still more I owed Myers, Claghorn & Co. through Pilling, at this time when these letters were written.

Question. Was not this other amount of $1,500, about that sum which makes up your indebtedness to $18,000, as you have stated Pilling's own individual indebtedness to Myers, Claghorn & Co?

No, that I know; the whole of this amount was my own individual indebtedness to Myers, Claghorn & Co. on account of Parton, Horter & Co. &c. All of this indebtedness of my own had been obtained for me through Pilling.

Question. Will you be good enough to state how this indebtedness is made up, and from what amounts?

That I can't possibly do now; there were different amounts; I remember there was an amount of $1,500, and there was also several amounts together, which came to ten thousand, three or four hundred dollars; I recollect this from seeing a memorandum among some papers; there was an amount of $4,700 that was the advance upon those goods.

Question. Was not this loan of $10,000 to Washington Horter embraced in this $18,000 you speak of?

No Sir, it was no portion of that.

Being shown a letter marked Exhibit W, of defendants, dated October 6th, 1855, from Urquhart to Davis, says:

This is a letter from me to E. M. Davis; it is the letter referred to by me in my examination in chief; and his attention being called to the words, "If Hamell sees Gen. Cadwalader by Monday, I will probably want to make the title by the 10th; if not, I will have to postpone four weeks longer.

Question. To what title do you refer in this paragraph?

The Bloomfield property.

Being shown a letter (marked Exhibit X, on part of defendants,) dated Aug. 9th, 1855, says:

This is a letter from me to Jonathan P. Burton.

Being shown a letter dated January 22d, 1856, (marked Exhibit Y, on part of defendants,) says;

This is a letter from me to Burton.

Being shown a letter (marked Exhibit Z, on part of defts,) says:

This is a letter from me to Burton; this was before the settlement; it was written before Burton went to Europe in August, 1855: this attention being called to the paragraph in the letter; "how would it do to leave the settlement to Mr. Myers and Mr. Davis, this would be fair, as I owe Mr. Davis, and Pilling owes M. C. & Co." is asked,

What Mr. Davis is referred to?

E. M. Davis, of the firm of E. M. Davis & Co. and M. C. & Co. means Myers, Claghorn & Co.

Question. "I owe Mr. Davis," what does this refer to?

I owed Mr. Davis an old account of Urquhart & Co's, amounting to about $400; I am not aware of any other liability. At the time; it must have referred to that certainly.

Being shown a letter (marked Exhibit A A, of defendants, from Urquhart to Burton, without date, says:

This is a letter from me to Burton; don't remember the date.

Being shown a deed (marked B B, on part of defts,) from Urquhart to Burton, dated 7th December, 1854, says:

This is a deed from myself and wife to Mr. Burton, for the twenty-two-and-a-half acre tract.

Mr. Dudley calls again for the petition prepared for Jaffrey & Son, which he gave notice to produce yesterday.

Mr. Voorhees answers, that the petition was prepared by Mr. Guillou, and he has been unable to produce it at this examination, and does not suppose he will be.

Mr. Dudley offers a copy of said petition (marked Exhibit C C, on part of defendants,) and the affidavit to the same.

Mr. Voorhees objects to this Exhibit, the original being in existence, and its production not being accounted for, other than above; and if a matter of record, the record will show.

Examination adjourned to 2½ o'clock this afternoon.

2½ o'clock, P.M. continued, according to adjournment.

Question. What is your father-in-law's name?

David W. Carrell.

Question. Can you state the reason for the delay between the execution of the assignment of the mortgage on Bloomfield, the $10,000 mortgage, and the payment of the money?

I can only state by hearsay.

Question. Did you not procure the searches and certificates for Thomas Williamson in making this transfer, and hand over to him all your searches and certificates?

I did; because Mr. Davis told me he had to borrow the money.

Question. Did you not sign a certificate that no part of this mortgage of $10,000 had been paid?

That is the certificate I refer to in my examination before; if you

have the certificate, I will explain how I came to do it; I do not know that the words "there was no part of the mortgage paid," were in it, but I know the purport of it was there was no offset: if those words had been there, I should not have objected to signing it under the circumstances?

Question. You have stated that the mortgage was paid, and you say you would have had no objections to signing a certificate that it was not paid; am I to understand you, then, that you would sign a certificate certifying to a falsehood on its face?

In the same way that parties in giving accommodation paper, say received value, in signing a note; if you make that a falsehood the other would be.

Being shown a paper (marked Exhibit D D, of defendants,) says:

This is the paper.

Question. State the circumstances under which this was signed, and where?

At Mr. Williamson's office, as has been fully explained in my examination in chief.

Question. Do you mean to intimate in your examination in chief, that you informed Mr. Williamson, or gave him to understand that this mortgage on Bloomfield had been satisfied?

I remember saying nothing, except that I was not afraid to trust Mr. Davis; I did not do that by way of giving him notice, for I fully trusted in Mr. Davis and Mr. Burton.

Question. Did you not go back and forth to his office, to get searches and certificates for him connected with this business?

I did.

Question. Do you know Passmore Williamson?

I do Sir.

Question. Do you recollect going to his office in Philadelphia, about the time or a few days after you served your first injunctions, staying the sale in the foreclosure suit?

I do.

Question. Did you not on this occasion admit to Passmore Williamson, that the whole amount of principal and interest was due on this mortgage, and that Mr. Davis' claim was just?

It is not probable that I did, from my catching him with his ear listening at the side door at English's the day before; my answer is, no Sir.

Question. Did you not on this occasion, tell him that Mr. Davis' claim against the premises was a just one—or words to that effect?

No Sir.

Question. Did he not ask you what your defence was under this petition you had filed in the court of chancery, and did you not say that your object was to gain time, and that you would settle, and pay to E. M. Davis & Co. their claim, or words to that effect?

I did not, Sir.

Question. Did you not on that occasion, say Mr. Davis was unreasonable, that all you wanted was a little time, and you would be able to pay him, or words to that effect?

I don't remember making any such statement.

Question. You say in your examination in chief, that Mr. Dudley

said, "if we wanted him to attend to this matter, he would have to charge a fee of $100;" what matter was it that Mr. Dudley was to attend to for this $100?

Well, to attend to legal business, for making sale, collecting mortgage, &c. I don't believe there was any specification made.

Question. Making what sale?

Bloomfield, on that day, and giving advice and attending to other matters connected with the mortgage. At that time nothing was said about any particular business.

Witness desires to say what his understanding was (Mr. Dudley objects to the explanation.) When I came down the stairs, I told Graham Clark Mr. Dudley was to attend to the matter. (Mr. Dudley objects to what the witness told Graham Clark, and made the objection previously to his stating it, because the witness has no right to detail here the conversation between himself and others.)

Question. When Mr. Wharton at the time of the sale, said to you in the bar-room, that he had asked Mr. Dudley if he ran any risk in purchasing the property, did he not confine it to the purchasing of the last tract that was sold, and which he bid for Mr. Carrell; in other words, was it not that "I have asked Mr. Dudley if I run any risk in purchasing this property for Mr. Carrell?"

As neither he nor Mr. Dudley knew anything about who was going to buy in Mr. Carrell's property at that time, he certainly could not have asked about that.

Question. Did you not ask Mr. Wharton to purchase the fourth tract advertised, for Mr. Carrell, while you were up stairs, before the sale came on, the time you have spoken of being up stairs?

There never was a word spoken up stairs about the property, except that I said come down now, and we will sell the property.

Question. You have stated that when the property was sold, you gave directions to Mr. Wharton every time when each property was put up, what was he to bid upon it? did you give him those directions openly, so that other persons could hear, or privately and secretly?

I gave him the directions in the customary way, as bids are suggested to a person buying for another at public sale. I stood close beside him all the time of the sale, except when Graham Clark beckoned me to speak to him, before my father-in-law's property was put up. And then I think it was Mr. Clark who told him how to buy my father-in-law's property. I told him how much to bid on it.

Question. Did you not give your father-in-law as security on the note to Mr. Lee for $816, being part of his judgment?

The note for $816 was a joint note of myself and father-in-law. The judgment was given to secure it, and at my suggestion was given to secure it, and at my suggestion was made for the full amount of the original claim.

Question. What was the original claim?

About seventeen hundred dollars, interest and all. The note was for $816.

Question. When was that note delivered up?

I don't know; it was given up to my father-in-law.

Question. Did you not, in the room at English's Ferry, just before the sale commenced, in order to induce Mr. Wharton to ad-

vance the money on this Lee judgment, and the expenses that were on it and on the Smythe judgment, represent the Bloomfield property as being worth $26,000, and state to him that there would be amply enough to pay the ten thousand dollar mortgage to the firm, to pay the amount due Mr. Burton on the Smythe judgment, and all that they would have to pay Lee, or words to that effect?

What room do you mean, Mr. Dudley?

Mr. Dudley answers—I mean the room up stairs, at English's Hotel.

The witness asks—When you were present, Mr. Dudley?

Mr. Dudley answers—Yes.

Answer of question. Mr. Dudley was present, and knows all that was said about that money, after I called Mr. Wharton up stairs. I asked, Mr. Wharton, without telling him what the money was for, to give Mr. Dudley a check for $450, that Mr. Burton and I understood about it. Mr. Wharton replied, he had no check with him, or he did not draw checks, I think the first. I then directed Mr. Dudley to draw an order on E. M. Davis & Co. for $450, which he did, and I then directed Mr. Wharton to sign it. I made no such statement as is contained in the question. This is my answer, and Mr. Dudley knows I did not.

Question. On this occasion, did you not say to Mr. Wharton, that if he would advance this money that you would sell the farm for him, or words to that effect, in order to induce him to advance these monies?

I answer most decidedly, that there was no such conversation. I say, again, Mr. Dudley knows there was not.

Question. Did you not say on this occasion, that if Mr. Wharton would do this, you would do every thing to perfect the title to Bloomfield farm, or words to that effect?

I say no; Mr. Dudley knows that there was no such conversation.

Question. After the sale of this property, and after Mr. Dudley had been retained as counsel for the firm of E. M. Davis & Co. do you recollect having a conversation with him about the $10,000 mortgage on the Bloomfield farm?

I never had but one conversation about that mortgage, that was before the sale, at his office, in the presence of Francis Lee, when he said that he knew about the mortgage, and could have made the whole amount of Lee's judgment as he could have set the mortgage aside. I think it likely, I replied; it is doubtful if you could.

Question. Did you not say that the mortgage was all right, and could not have been done so, or words to that effect?

I did not. My reply was made in a jocular manner; it was after I had appointed with Mr. Dudley to meet me down at English's.

Question. Do you not recollect, a very few days after this sale, in conversation with Mr. Dudley, he asked you if some part of that mortgage had not been paid off and satisfied by Myers, Claghorn & Co. and whether the whole amount for which it was given was due thereon, or words to that effect; and whether you did not reply to him that no part of it was paid off it was paid off or satis-

fied, and that E. M. Davis & Co. had paid in good faith, the full amount that was due on it, or words to that effect?

I never had any other conversation with Mr. Dudley than I have stated about the mortgages.

Question. At the time you have spoken of, when you saw Mr. Gries in front of Middleton's store, did you not admit to him that E. M. Davis had advanced $10,000 on this bond and mortgage on the Bloomfield farm?

He never mentioned the Bloomfield farm, or mortgage either.

Question. Have you never admitted to him that they paid it on account of these two mortgages; one on Bloomfield, and one on the brickyard, or one of them?

No Sir, to him nor to any body else.

Question. Have you not been here in attendance upon this examination everyday since it commenced? (Objected to.)

I have, Sir, at the request of Mr. Browning.

Question. Have you not assisted in getting up this case? (Objected to.)

I have explained some matters to Mr. Browning.

Question. Do you recollect seeing Remington Ackley, on or about the last day of April, in the present year, near your store in Jones' Alley?

I do Sir.

Question. Did you not say to him on that occasion, that you were going to fetch E. M. Davis for eight or ten thousand dollars, or words to that effect?

I never said so, that I was going to fetch him. I think there were others present. It was a jocular remark. I never made use of any such remark as that I was going to fetch Edward M. Davis. There was a jocular remark made; I forget what it was.

Question. What parties were present?

I forget who they were.

Question. Can't you remember the name of anybody who was present?

I do not.

Question. When you moved from the Bloomfield farm, or about that time, did you not tear up the ten-pin alleys?

The alleys were removed by my direction, being personal property and not fastened in the building. I had removed them as personal property from Cooper's Point to there, before. I was told that the building which I also removed from Cooper's Point did not belong to the real estate, but as some of the posts run into the ground, I would not move it.

Question. Who told you that?

Mr. Voorhees replies—I told him so, if it was on blocks, and not attached to the real estate.

Witness says—There were others told me. I did not refer to Mr. Voorhees. I forget who the others were.

Question. You have stated that you made improvements on the Bloomfield Cottage Farm to over $7000; will you please enumerate what those improvements were that cost you over $7000?

The property was two-thirds of it a swamp when I got it, with a large pond alongside the house, and close by the house briars and wild brush that you could not go through at the time I bought

the property. At the rear of the house, the garden was full of stumps. The clearing, ditching and fencing cost me fully two thousand, five hundred dollars. I built sheds in front of the house, opening an avenue through the centre of the place. I paid over $350 for painting the house. The building that the bowling alleys were in cost—I forget what. I remember the carpenter's bill for that and the sheds was over $300. I built two houses, and as I forgot these, likely there are other matters I forget. The houses cost a thousand and fifty dollars, without back buildings, or fences or cellars.

Question. Did you not direct Edward Waterman to sell the Bloomfield farm, in 1855, for $22,000, subject to a $10,000 mortgage, and the other mortgages that were on it?

I don't know that I directed him to sell it, but I would have sold it that way to a good man, as I could have easier converted the $10,000 mortgage, so as to enable me to make a settlement with my creditors, for my own use, provided the property was held by a strong man.

Question. Did you ever offer this farm at public sale?

I did Sir.

Question. When?

I forget the time. It was in the summer. I forget the year. It was offered by Thomas & Sons. There were several parties at that time in treaty to buy the farm, and I thought by putting it up in that way I would bring them together in direct competition. It might have been in the fall of '54; it was warm weather; I mean it was a fine day. I do not know that it was in the fall of '54. I have not thought about the matter; it did not amount to anything.

Question. How much was the farm bid up to?

I really forget. The impression got among the buyers there, that it was to be run up to a high price. I forget to whom it was knocked down. I think Ellis Pilling. He did bid at it in the sale for me.

Examination adjourned to June 4th, at 10 o'clock A. M.

June 4th, 10 o'clock A. M.—Examination continued, pursuant to adjournment. Mr. Voorhees and Mr. Dudley present. Cross examination of David C. Urquhart resumed.

Question. Was not the property bid up at this attempted sale you made, to about a hundred and thirty-four dollars per acre?

I certainly forget, but it was somewhere about that amount.

Question. When E. M. Davis & Co. accepted the ground rent deeds for the Kensington lots, was it not expressly understood and agreed, that the ground should be cleared of the mortgage, and the houses built?

As those ground rents were taken by E. M. Davis, & Co. on account of a very doubtful debt, I, acting as their agent, got the parties to agree to advance the money, build the houses and clear the ground rent. That is, clear the mortgage. My answer then is, yes; they, Parton, Horter & Co. agreed to this?

Question. Did you not agree to this?

Certainly not. I was to get it done for them. I was acting as their agent, between parties. The agreement with Rogers to

build the houses was put in my name, to prevent trouble and litigation on the part of the builders and mechanics.

Question. Was it not the understanding that the ground should be clear when the houses were built?

Yes; the understanding was so between E. M. Davis & Co. and Parton, Horter & Co. I was merely between the two parties.

Question. Do you say this was the understanding between E. M. Davis and Parton, Horter & Co?

Yes, through me, as near as I remember.

Question. How many houses were there to be built?

Twelve.

Question. What was to be the price of these lots after the houses were built and the incumbrances removed? What were they to be rated at to E. M. Davis & Co?

Rising twelve thousand dollars.

Question. When did Parton, Horter & Co. fail?

That divides itself into so many points. I think they stopped paying W. R. Gries & Co's paper in April, 1854. They had given a bond to Wm R. Gries to pay certain indebtedness of Wm. R. Gries & Co. They stopped paying their own paper the same year. I don't know whether it was before I deposited those goods with Pilling or not. I can't remember whether it was shortly after they stopped paying Wm. R. Gries & Co's paper, or not. They commenced business on or about the 14th of January, 1854, at the time the money borrowed of Myers, Claghorn & Co. was given. Washington Horter did business by himself. Parton went out soon after stopping, paying the paper of Wm. R. Gries & Co. Horter did not go on many months. The whole affair got into litigation.

Question. The bills receivable in Mr. Guillou's hands, which you have referred to in your examination, were they all placed there by Mr. Pilling?

Yes, I believe so.

Question. Were they placed there at the time the $10,500 was paid by E. M. Davis to Myers, Claghorn & Co?

They were placed there rather before, but it was all on the same transaction. There have none been placed there since that I know of. The settlement was in Guillou's office. The next day Pilling came up with the bills receivable, &c. There may have been two or three out that were sent in a few days afterwards. Those are all I know of. There were some book debts, that were transferred in my name in consequence of Mr. Davis' saying he did not want the trouble of collecting them.

Question. In whose names do the Pitfield mortgages stand? To whom were they last assigned?

The mortgages were assigned by Pitfield to me, from me to Pilling, and at the time they were deposited with Mr. Guillou, Mr. Guillou wrote on the back of them, to be assigned or transferred to E. M. D. or E. M. Davis, in lead pencil, and Pilling signed it. It was written by way of memorandum.

Question. The mortgage on the 22½ acre tract sold to Burton, was it not executed by you and wife to Halzell, to secure a part of the purchase money?

It was.

Question. Have you not within the last three months requested William R. Gries to assist you in getting the money on the Marter judgment?

No Sir, not in that sense. Mr. Jones has always claimed an interest in that matter; and I have never told him how it was, for the very reason that he would be displeased about it; the judgment was absolutely transferred to me, confirmed several times, but he seemed always to have the expectation that he would get something from it if it was paid; I believe the documents connected with that judgment are in the hands of Mr. Guillou, among other papers placed there by Mr. Pilling; I say that is my belief; I will not be positive.

Question. In point of fact has it ever been assigned?

It has never been transferred on the record; I don't remember that it has been transferred, except as going with other securities; it has never been transferred by me in writing to Mr. Davis, as I remember.

Question. Did you not retain Mr. Guillou in December last, to stay the proceedings that were begun by Mr. Wharton in ejectment, for the recovery of the Bloomfield farm?

I do not remember how that was; letter being shown witness marked Exhibit E E, on part of defendants, he answers to the above question, yes.

Question. This is a letter from Guillou, is it not?

Yes.

Question. Was not this letter written at your instance?

I don't know what he did in the matter; I did not know he was going to write to Mr. Wharton

Question. Did you not procure a bill to be filed in the city of Philadelphia. against Mr. Wharton last winter, for an injunction to stay Mr. Wharton from his ejectment to turn you out of Bloomfield farm?

I knew of the bill being filed, but I did not get it done, nor pay a copper towards getting it done.

Question. Was it not procured to be filed by Mr. Guillou, your counsel?

It was done by Mr. Guest, counsel for George Pearce & Co. I say, not that I know of, in answer to the question.

Question. Did you not procure Mr. Guest or the plaintiffs' to file that bill.

If I remember aright, I was sent for by Mr. Guest, and he asked me how matters stood in regurd to this business; I cannot remember whether I procured them to file the bill or not.

(All the questions in reference to the proceedings in Philadelphia, objected to.)

Being shown a paper (marked Exhibit F F, of defendants, is asked,

Question. Is not this in your handwriting?

Yes, Sir, this is in my handwriting.

Question. When was this written?

It was before the goods were sold by Myers, Claghorn & Co. in March, or in the spring of 1855; it appears to have been written about the time those letters written about the first of March,

and marked as Exhibits here, were written? I mean, about the first of March, 1855.

Question. To whom was this paper written and delivered?

I cannot remember, but it looks as if it had connection with those other matters with Mr. Davis.

Attention being called to the words—

"Urquhart's mortgages for $15,000, say on Bloomfield and brick yard,

Witness says:

This is the $10,000 mortgage on Bloomfield, and the $5,000 mortgage on the brickyard.

Adjournment to 2½ o'clock, P. M.

2½ o'clock, P. M. Examination continued.

Question. Were you not a member of the firm of Parton, Horter & Co?

No; the members of the firm were Harry Parton and Washington Horter.

Question. You have stated that you were examined as a witness in the petition case (filed to open the decree in the case of Hall against Urquhart,) on the part of J. R. Jaffrey & Sons, in that communication, did you say one word about this $10,000 mortgage having been ever paid or satisfied?

I do not remember being questioned in reference to it, and of course cannot say that I did.

Question. In the petition case, (I mean the petition which you filed to open the decree in the case of Hall vs. Urquhart, and others,) did you not make an affidavit before F. Kingman, a Master in Chancery, about the 5th day of Sept. 1856.

(These questions objected to.)

I made an affidavit in reference to that petition, but do not remember the date, nor who it was before.

Question. Did you in that affidavit state that this mortgage had been paid and satisfied,

(Objected to.)

I don't remember the words that were used in reference to the mortgage; I can't remember whether I did or not.

Being shown a paper (marked Exhibit G G, on part of defendants) witness is asked,

Question. Is not this a copy of that affidavit?

(Objected to.)

I believe I did make affidavit to a paper something like this? I can't say positively that this is a copy.

Question. Did you not bring this paper down from Trenton yourself for the purpose of being served on Mr. Dudley. (Objected to.)

That I cannot remember; I remember making affidavit to a paper of which that looks like a copy.

Question. Do you believe this to be a copy?

(Objected to.)

I think so, as near as I can remember.

Question. Will you be good enough to name the persons, or some of the persons who helped you move from the Bloomfield farm;

(Objected to.)

Alfred Haines, his brother Josiah Haines, Charles Curts' man, don't know his name; those are all the names that I remember.

Re-examined in chief.

Mr. Voorhees calls on Mr. Dudley again to produce the order of Charles Wharton in his favor, on E. M. Davis & Co. for $450.

Mr. Dudley answers that he has not got any such order.

Question. In the ledger of E. M. Davis & Co. at the account of David C. Urquhart, under the date of 10th mo. 31st, 1855, there is a charge to cash for $11,014.97; can you state of what items that charge is made?

It is made up of $514.97, charged me on their cash book on the 11th October, and $10,500 money paid to Myers, Claghorn & Co. at the time of settlement; the $514.97 is made up of $450, the amount of the order I got Mr. Wharton to sign for Mr. Dudley, $35 additional charges of Mr. Dudley, and $29.97 sheriff's expenses for sale, and making out deeds.

Note.—Mr. Voorhees calls on Mr. Dudley to produce a letter sent by Mr. Guillou to E. M. Davis & Co. at the time of drawing the order by Mr, Urquhart upon Charles Wharton in favor J. R. Jaffrey & Son.

Mr. Dudley answers that he has no such letter.

Mr. Voorhees calls again for the letter of Mr. Burton to Mr. Dudley, spoken of on page 127 of examination, written at the time agreement No. 26 was entered into.

Mr. Dudley answers—Had any such letter ever been sent to him, it would be his own private matter, and that he should not produce it; but he states most emphatically, that he never received or heard of such a letter till it was testified about here on the stand, by the witness, Mr. Urquhart.

Question. You state in your cross-examination, that you were not at the farm when the shutters were removed; do you still state that to be a fact?

I had reference to the sashes when I stated emphatically, that I was not there; I might have been there at the time when some of the shutters were removed, or being removed; those shutters I delivered this morning to a young man from Davis, Burton & Co's named Shreve Ackley; he gave me a receipt for them.

(Being shown a receipt marked Exhibit No. 57, on part of complainants,) says;

This is the one; the young man came back immediately after, and said he had made a mistake in signing the name of Davis, Burton & Co. to the receipt, and desired it back; I did not give it to him for I had sent it to Mr. Voorhees; he wanted to give me a receipt signed in the name of Mr. Wharton; the shutters that came from Bloomfield were delivered by me this morning; they are all I ever saw, and were removed by me under the impression they were personal property; the windows at Bloomfield on the back porch have panel shutters; these I did not remove; in my examination, I did not mean to say that Venetian blind shutters were the only ones on the house, but were the only ones removed; the panel shutters that were not removed, were on the

frame part of the building that stands back; the sash that were removed from that building were in the temporary enclosure made about the porch; around the frame building spoken of, I put those sash there; I have not paid for them to this day.

Mr. Voorhees calls upon Mr, Dudley to produce the paper spoken of by the witness as in the hands of E. M. Davis, showing that the Marter judgment was among the assets of William R. Gries & Co. to be transferred.

Mr. Dudley answers, that E. M. Davis & Co. have not now, nor ever have had, any such paper.

Question. You say that the moneys advanced by E. M. Davis & Co. is settled as far as you are concerned, (page 153,) will you explain what you mean by this?

On Mr. Burton's return from Europe, (Mr. Dudley objects to this explanation, on the ground that it was re-opening the examination in chief, and on the ground that the witness has only a right to state the facts, and not to give his opinion in regard to them,) the amounts of $514.97, so much of that money as he was to pay, amounting to $250, also the $10,500, also the $816 of Francis Lee's claim; all that was arranged with him before he went away at the time agreement No. 26 was drawn up; the balance of $264.97 is outside of that agreement, and comes into my open account with Mr. Burton, and which I am ready to settle, whenever he complies with his agreement; it was paid to E. M. Davis & Co. by being charged to Mr. Burton, according to the agreement I made with him; this is what I mean when I say the account is settled so far as E. M. Davis & Co. is concerned with me. (Mr. Dudley objects to all this testimony which shows the written agreement.)

Question. Did you ever pay any interest on the Halzell mortgage after the conveyance to Mr. Burton, and on whose account did you pay it?

I did; but that, I should think was included in our agreement, when we settled, or would be.

Mr. Voorhees gives Mr. Dudley notice to produce the letter of David C. Urquhart to Myers, Claghorn & Co. and John B. Myers, bearing date July 2d, 1855.

Mr. Browning now calls on Mr. Dudley to produce this letter.

Mr. Dudley answers that if they want that letter, they must give notice to the person that has it; that the letter was never addressed to him or his clients, and that he, nor they have the letter in their possession or control, and never have had.

Witness proceeds—Myers, Claghorn & Co. live in the city of Philadelphia; their place of business is there; so far as I know, they all live there.

Being shown a paper (marked Exhibit No. 59, on part of complainants,) witness says:

This is a letter received by me from Jonathan P. Burton, received about the time it bears date.

Being cross-examined, saith—

Question. Have you not called on Benjamin H. Pitfield since October 6, 1855, and offered to take from him $600 in goods, or some other sum in goods, for the two mortgages which are now in

Mr. Guillou's hands, amounting in the aggregate to about $1,600, and which have been designated here as the Pitfield mortgages?

I did not agree to take $600 in goods, but I called on Mr. Pitfield in conformity with the desire of E. M. Davis & Co. and asked Mr. Pitfield if he wouldn't make some settlement; he offered to give goods, I was not aware at that time that there was a guarantee belonged with those mortgages, or I should not have proposed it; the negotiation with him was stopped, because Mr. Davis would not agree to it; that is the reason I gave Mr. Pitfield for it; I think he will state so if he is brought here.

Question. Do you pretend that Mr. Davis ever said one word to you about going to Mr. Pitfield and negotiating these mortgages?

I was asked to endeavor to convert the securities for them. This was after that settlement was made.

Question. When was this?

Mr. Burton repeatedly spoke to me about getting a purchaser for the Kensington property.

Question. When was it you went to Mr. Pitfield to negotiate these mortgages?

I can't remember.

Question. How many years?

It is not years. It was since this settlement with Burton. I can't remember the time nearer.

Question. Can't you remember the year?

I do not remember the year.

Question. Do you say, upon your oath, you cannot remember whether it was in the year '55, '56 or '57?

No; I do not say anything of the kind.

Question. Do you then say that you can remember which one of the above years it was in?

I cannot say when it was. All I know, Mr. Pitfield has repeatedly asked me since then, to try to get the matter fixed, to get the trade made.

Question. What trade?

To get goods for the mortgages.

Question. What amount of goods?

I really forget. I knew it was over seven hundred; how much I forget. At that time I was not aware of the existence of this guarantee.

Question. Who has this guarantee?

I presume it is among the other papers, in Mr. Guillou's hands. I have not seen it since. Mr. Pilling said it was in existence.

Question. You have stated that you paid some interest on the Halzell mortgage, which is on the 22½ acre tract, what was the amount?

It was over one hundred dollars. Mr. Burton's proportion of that would date from the time we made the bargain, which was before he went to Europe, in the spring of '54. The interest was paid up to the following January, but I cannot tell at what time. It was paid to Mr. Halzell.

Question. Did not Myers, Claghorn & Co. write you an answer to the letter which you wrote to them, a copy of which is marked Exhibit No. 58?

Yes, Sir.

Mr. Dudley calls on Mr. Voorhees to produce this answer, which is done on call, and is marked Exhibit H H, of defendants.

Witness says—This is the answer I received from them.

Question. You say that this account was settled so far as E. M. Davis & Co. were concerned, including this $10,500 by reason of the same being charged in the books of the firm to J. P. Burton with other moneys, does not the fact that Burton has credit at the same time on the books for these mortgages, leave the indebtedness stand just as it was?

After Mr. Burton's return from Europe, we had a conversation (Mr. Burton and I) about the matter, and he informed me, that the whole amount was charged to him. So far as I was concerned, I understood him to refer to $100 paid to Francis Lee on my account for the expenses on his judgment; $100, Mr. Dudley's fee; $35, charges for attending sale and looking over deeds; $29.97, the sheriff's bill and charges. This, of course, I understood to be open between him and me. The balance was for his own account, in accordance with our prior agreement. The mortgages were, so far as the Bloomfield mortgage and the five thousand dollar brickyard, I should say were credited to him as my trustee, to await the disposition of the property. I never authorized E. M. Davis to credit him with those mortgages.

Question. Did you remove some doors from this Bloomfield farm?

I did not Sir.

Question. Who did?

I do not know Sir. I never authorized any body.

Being shown Exhibit No. 54, is asked to explain whether there are not four doors mentioned in that receipt?

I explain that by saying, these are outside Venitian shutter doors. I thought you had reference to panel doors. Moreover, I did not remove them. They were not removed at my instance. I might have been about there.

Question. Were you not at the Bloomfield farm when these doors were removed?

I do not know that I was. I might have been there when there were cars there.

Question. Who unhung them?

I do not know Sir. I did not.

Complainants here offer in evidence a letter, marked Exhibit No. 60, which being shown witness, he says:

This is a letter received by me from Jonathan P. Burton, at or about the time it bears date.

(Signed) DAVID C. URQUHART.

Sworn and subscribed before me this fourth day of June, A. D. 1857.
CHARLES P. STRATTON,
M. C. C.

Robert Graham Clark, a witness produced on the part of complainants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I am a practising attorney of this state, and reside in the city of Camden. I was at sheriff Tatem's sale of the Bloomfield farm, in the fall of 1855. At the request of Mr. Urquhart I attended that sale, in the afternoon of that day. When I first went there, Mr. Urquhart and Mr. Lee were present; that is, to the West Jersey Hotel. Mr. Dudley came shortly afterwards. After some conversation, they, Mr. Dudley, Mr. Lee and Mr. Urquhart, went up the main staircase of the hotel, towards the second story. After some time, Mr. Urquhart came down and came in the bar-room of the hotel, where I was. He appeared greatly agitated at the non-appearance of Mr. Wharton. At my suggestion, he walked (Mr. Dudley here objects to the witness detailing conversations between himself and Mr. Urquhart, and what Mr. U. said and done,) he walked towards the ferry from the hotel, in which walk, he met Mr. Wharton coming from the ferry. Mr. Urquhart and Mr. Wharton then went up stairs. Shortly after their coming down the sale proceeded. Mr. Urquhart informed me that the matters had been settled up stairs. (what Mr. Urquhart said objected to.) Mr. Wharton was to buy in the property for him, Mr. Urquhart. The sale then proceeded. At the time of the sale, Mr. Urquhart and Mr. Wharton stood by each other, leaning against the bar opposite to the sheriff. When Bloomfield property was put up, Mr. Urquhart proclaimed that there were mortgages on said property, amounting to between sixteen and seventeen thousand dollars, together with arrears of interest. Before each of the properties was struck off, and during the whole sale, Mr. Urquhart and Mr. Wharton were conversing together. When the sheriff was reading the description of the Carrell property, Mr. Urquhart came over to me, and requested me to buy the same. I told him that as Mr. Wharton had purchased the others, he had better purchase that for him, for Mr. Carrell, Mr. Urquhart then went over to Mr. Wharton, and conversed with him, after which Mr. Wharton purchased said property. I saw Mr. Wharton sign the conditions of sale for the last piece of property, which he signed as attorney for Mr. Carrell, at my suggestion. I have no recollection of seeing Mr. Wharton cross over from the bar where he and Mr. Urquhart were standing, and speak to Mr. Dudley by the stove. At the request of Mr. Urquhart I went down to the hotel on that occasion, to draw up some papers between Mr. Urquhart and Mr. Wharton. I did not draw them up. Mr. Urquhart informed me that they were not necessary.

Question. Did Mr. Urquhart, upon his, and Mr. Wharton and Mr. Dudley's coming down stairs, state anything about what they had done up stairs, and if so, what?

Mr. Dudley objects to the question, as it is illegal and incompetent for the witness to state anything that Mr. Urquhart stated to him.

Answer. Mr. Urquhart informed me that Mr. Wharton had settled the claim of Mr. Lee. He also told me that he had had to pay some four hundred dollars to settle the same. He informed me, also that he had employed Mr. Dudley as his counsel.

Witness being shown Exhibit No. 42, says:

I am the subscribing witness to that instrument. It was acknowledged at the date of the same in my office.

Question. Did anything occur at the time of its execution and acknowledgment, by which you learned its object? If so, what?

(Objected to, as illegal and incompetent.)

Answer—I do not recollect anything at present.

Question. Do you recollect anything that was said by Mrs. Urquhart, if so, what?

(Objected to, as illegal and incompetent testimony.)

Answer. Mrs. Urquhart said that Mr. Wharton had purchased it for Mr. Urquhart, or else she would not sign it, or words to that effect.

Mr. Dudley objects to all the above conversations with Mr. Urquhart and Mrs. Urquhart, and to all third parties, and makes his examination subject to this.

Cross-examined, says:

Mrs. Urquhart told me she understood this from her husband, I believe. I do not mean to be understood as saying that Mr. Dudley stood by the stove. I do not recollect where he stood.

(Signed) R. GRAHAM CLARKE.

Affirmed and subscribed before me, this fourth day of June, A. D. 1857.

C. P. STRATTON,
M. C. C.

The further taking of testimony in this cause is adjourned to Saturday, June 6th, 1857, at 10 o'clock A. M.

June 6th, 10 o'clock A. M.—Examination was continued pursuant to adjournment. Mr. Browning and Mr. Dudley present.

George Carter, a witness produced on the part of complainants, being duly sworn, saith:

I reside in North Fifth Street, Philadelphia, No. 90. My business is that of a real estate broker. It has been my business for seven or eight years.

Witness being shown the mortgages marked Exhibits 35 and 37, and the descriptions in each being read to him, and being shown also, a map marked Exhibit No. 61, on part of complainants, says: I am acquainted with the property described in those mortgages. I drew that map. It is a rough representation of the property described in the mortgages. I am acquainted with the value of property in that neighborhood. I estimate the value of the property (there is one thing I do not know, how deep they are; there are two gores, in the rear of the lots; when the owners divide these if they do, it will make the lots deeper; these lots then, I presume, would be about a hundred feet deep.) I calculate that ground 100 feet deep at three and a half dollars a foot, amounting in all to eleven thousand, five hundred dollars; the cellars are worth a thousand dollars additional, making $12,500 altogether. The figures on the map are mine. I speak now as though the lots were 100 feet deep. Say the lots are 90 feet deep, I estimate them at three dollars and a quarter per foot, amounting in all to $10,000. The cellars I do not think would be worth anything more than the stone. Taking the property just as it is, and taking the advantages and disadvantages of the gore into consideration, I estimate the property to be worth three dollars and a half per foot.

Mr. Dudley objects to all the above testimony, as being irrelevant, and makes his cross-examination subject to this objection.

Being cross-examined, says:

I was called on by Mr. Urquhart, and requested to go up and look at this property. I am not intimately acquainted with him, but went there to accommodate him altogether. He called on me yesterday for this purpose. Nobody was with him. I went up there this morning. No person was with me to show me the property. Mr. Urquhart told me exactly how the property lay. I recognized it from the twelve houses commenced there. It is on the east side of Fifth Street, eighty feet north of Wager and fifty feet south of Norris street. This map (No. 61) is the map of my measurement of the property. The cellars are fifteen feet front, by thirty deep. The curb is already set and pavements laid.

Question. Who accompanied you over here this morning?

I came over with Mr. Hoskins and Mr. Pilling. I had other business here. I mean *Ellis* Pilling, the man sitting there. I came down by Mr. Urquhart's store to come over here, this morning, at his request, and Mr. Pilling was at the store, and Mr. Hoskins was at the store. I know almost every foot of ground in the consolidated city of Philadelphia, and nearly all the prices. I think you will find that property in the Nineteenth ward. There is but very little water there, most of the cellars are dry, and a little gravel would make them all so. Two years ago, the property was worth nearly as much. If I was buying property I would not mind giving $10,000 for this property. Two years ago, my impression is, it was worth rather more than it is now.

Note.—Mr. Dudley here offers the witness three thousand dollars, if he will sell the property for $10,000.

I do not know whether there is a front of this property on Wager street. If there is, it is worth more money. I have known Mr. Urquhart to speak to him as we pass, for two or three years. I seldom met him at Mr. Pilling's store. I was not there. Do not think I knew Mr. Urquhart, in 1855, to speak to him.

There is a little contradiction above, I would like to correct. I mean to say the property would be worth a thousand dollars additional, providing the cellars were in good condition, which they are not. The walls are falling down, and could only be used now to rebuild.

(Signed) GEORGE CARTER.

Sworn and subscribed before me, this sixth day of June, A. D. 1857.
CHARLES P. STRATTON,
M. C. C.

Anson W. Hoskins, a witness called on part of complainants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I reside in Philadelphia. Am a dealer in real estate; a conveyancer.

Exhibits Nos. 35 and 37, being shown, witness says:

I am not particularly acquainted with the land described in these mortgages, but know the land all around there. I know the value of property in that vicinity, and pretty much in all the city.

Being shown a map (marked Exhibit No. 62, of complainants,) says:

This property is situated in the 19th Ward. If this land was entirely squared up here, this second description, here, it would be worth fully $3 a foot. Running the whole depth at the alley, it would be worth from three dollars and a half to four dollars; that is, if it run from Fifth to Apple street, two hundred and nine feet three inches, what the mortgages read.

I have never had my attention particularly drawn to this property. I know of parties who own property in that same neighborhood (Mr. Dudley here objects to testimony with regard to other parties, or what other parties told the witness; they must be brought here to testify.) of even less than two hundred and nine feet depth, who ask five dollars per foot. I should judge of those lots as they are now I can't judge certainly of them without a complete map, there is no depths on this map, No. 61; it is a hard job.) would be a pretty hard matter for me to say. The whole property as described in the mortgage I should value from 3 to 3½ dollars a foot.

Mr. Dudley objects to all the above testimony as being irrelevant and inadmissible, and makes his cross-examination subject to such objection. Witness says:

I have been at this business about ten years. Reside at S. E. corner of Tenth and Filbert streets. The distance from this land to where I live, is about two and a half miles. I should judge about that, perhaps a little less. I do not own any land in the vicinity of this property. Fifth street has been laid out, but has not been opened yet. It strikes me there is curbing, but I won't be positive about paving. I don't think the street is paved, but the sidewalk is; I think it is. I have not been there in four months. I have never examined this property particularly. It is flat there. I can't tell whether there is a pond on part of this or not; ponds are prevalent up there at this time of year. Mr. Carter called at my house last night to know if I would go up with him to see this property. I did not go, but made an engagement to meet him this morning. I met him at Mr. Urquhart's store. Mr. Pilling came over with us.

(Signed) A. W. HOSKINS.

Sworn and subscribed before me, this sixth day of June, A. D. 1857.
CHARLES P. STRATTON,
M. C. C.

Anna C. Urquhart, a witness produced on part of complainants, being duly sworn saith:

(Mr. Dudley objects to this witness being sworn.)

I am the wife of David C. Urquhart; being shown Release, Exhibit No. 42, says:

I remember the execution of this release, but not the day of it.

Question. Will you be good enough to state how you came to execute this release, and what was your understanding about it at the time of its execution?

Mr. Dudley objects to the question as being illegal and incompetent, and to any inquiries as to the consideration of the release, or to any testimony that goes to contradict or explain it.

Answer—Mr. Urquhart brought it home to me the evening before it was executed, and told me the next morning I was to go down and sign that paper; I said I was not willing, that the agreement I had in my box, drawn up with Mr. Burton, he said; would show that all things were right; that Mr. Wharton had bought in all the property for us in trust, or I never would have signed it; I told Mr. Clark I would not have signed that, only there was an agreement with Mr. Burton, and that Mr. Wharton had bought in the property for us; I told Mr. Clark this, after I signed the paper, at the time of its execution here in Camden; I had a conversation with Mr, Burton about it at the time Mr. Urquhart was taken sick; he was so out of his head, and I said as he was going to Europe, I was afraid matters would not go on right.

He said—Mr. Davis would be just as well as he would, if he was at home; he did not say any thing about the farm; this was all he said.

Question. Do you recollect Mr. Burton telling you anything about himself and Mr. Urquhart having been to see a man who wanted to buy the farm for $22,000?

I knew that they had been to see Mr. Mitchell about buying the farm, and on their way back Mr. Urquhart was taken sick; that was the time to which I have referred having had conversation with Mr. Burton; I think Mr. Burton started for Europe a few days after that, in 1855.

Question. What did you mean by saying to Mr. Burton that you were afraid matters would not go on right?

(Objected to.)

I thought Mr. Davis, perhaps, would not act as Mr Burton would if he was at home; I was speaking of our own property—the Bloomfield property.

Question. What was there in that property, or its condition, that you were apprehensive would not turn out right?

I had reference to the dealings between Mr. Burton and my husband.

Question. What dealings?

I referred to this Burton and Gries concern.

Question. Did you know of any arrangement at that time between your husband and Mr. Burton, in reference to the Bloomfield farm?

I knew they were making some arrangements, but do not know what they were.

Question. Have you any recollection of Mr. Wharton riding out to the farm on the evening of the sale?

Yes Sir, Mr. Urquhart brought a gentleman to the house: he said this is Mr. Wharton, Mr. Burton's partner, who has bought the property in for me.

Mr. Wharton said—It is a very pretty place.

I said, yes Sir.

Question. Did you, at the time of the execution of this release-deed understand for what purpose they wanted that deed?

So that Mr. Wharton could make a title for it, if Mr. Urquhart wanted to sell it. Mr. Dudley said it was requisite for that to be drawn.

(Objected to.)

Mr. Dudley was then Mr. Urquhart's counsel, I understood; Mr. Urquhart told me so; I saw Mr. Wharton the day before the second sale again; I mean the sale Mr. Urquhart got the injunction on; Mr. Wharton and Mr. Davis came out to the place; they asked me if this was the place that was to be sold to-morrow; I said I believe it was; Mr. Davis and I went through the house; Mr. Wharton remained at the door; he said it was a very nice place? if it was over in the city it would bring twenty thousand dollars; I said it would bring $20,000 over here; that we had been offered $22,000 several times; I said it was a very nice place till Mr. Urquhart got into the Gries and Burton concern: Mr. Urquhart was taken sick in Strawberry street; he was taken to a hotel; I was sent for to come over there; they did not expect he would live, and the conversation to which I referred first with Mr. Burton, took place there.

Being shown Exhibit No. 26, says:

That is the agreement I referred to, as being in my box; I had that for a long time; I thought while I held on to that all was right; I never received any money, or other valuable thing for executing that release.

The whole of the above testimony objected to as irrelevant and illegal, and the cross-examination made subject thereto.

Being cross-examined, says:

Question. Was this conversation you have detailed with Mr. Burton in Strawberry street, after this paper (No. 26, was executed?)

No, before; that was executed the next day.

Question. Did you ever see Mr. Dudley about the execution of this agreement?

Never saw him till to-day, and therefore never had any conversation with him; Mr. Urquhart did not bring me up to-day; I came up myself; Mr. Urquhart was able to have that agreement signed the day after he was taken sick; we took him away in the evening of that same day.

(Signed) ANNA C. URQUHART.

Sworn and subscribed before me this sixth day of June, A. D. 1857,
C. P. STRATTON,
M. C. C.

Complainants offer in evidence, a letter from J. P. Burton to D. C. Urquhart, dated April 4th, 1856, marked Exhibit No. 63, of complainants. Admitted by Mr. Burton to be his handwriting; also a deed from David C. Urquhart and wife to James P. Michellon, being the same referred to as having been made, in the testimony of David C. Urquhart, marked Exhibit No. 64, of complainants.

Mr. Dudley objects to the above Exibits.

John Smith, Jr. a witness, produced on the part of complainants, alleging himself to be conscientiously scrupulous of taking an oath, being duly affirmed, saith :

I was superintendent of the West Jersey Hotel for Mr. English, in the fall of 1855 ; I recollect a sale at that time by sheriff Tatem, of the Bloomfield farm and other property. I saw Mr. Urquhart there, I also saw a young gentleman I was told was Mr. Wharton ; I remember standing myself, at the corner of the bar, over by the closets ; Mr. Urquhart stood a few feet in front of me, opposite the sheriff most part of the time, near the centre of the room ; centre of the room, lengthwise, I mean ; this other gentleman, I mean Mr. Wharton, stood rather beyond Mr. Urquhart, rather leaning against the bar ; what made me notice particularly the position of the parties was, that when the sheriff would put up a piece of property, Mr. Urquhart would state the mortgages against it, and look towards this other gentleman, and, he would bid ; the idea occurred to me, that he was buying in for Mr. Urquhart, and I was interested in watching their manœuvres ; I don't know that I can remember anything more ; they appeared to be acting together ; I think, if my memory serves me right, I saw them coming down from the head of the stairs before the sale ; can't say I observed any conversations between Mr. Urquhart and Mr. Wharton during the sale ; I do not remember. I was examined as a winess before Mr. Howell, in an examination touching this matter ; I there saw this gentleman I have described as Mr. Wharton, and pointed him out.

(Objected to as irrelevant, &c. and cross-examination being made subject thereto.)

(Object to ideas and opinions of witness, or anything but facts.)

Being cross-examined, says :

I think I saw Mr. Dudley there at the time of sale ; not positive about that.

Question. Did not Mr. Dudley and Mr. Wharton stand together by the bar during the sale ?

I think not ; I think Mr. Dudley stood back by the stage boxes, with one foot on a chair ; this is my impression ; I do not remember exactly.

(Signed) JOHN SMITH, Jr.

Affirmed and subscribed before me this sixth day of June, A. D., 1857.
C. P. STRATTON,
M. C. C.

The further taking of testimony in this cause is adjourned to Monday next, June 8th, at 10 o'clock, A. M.

Monday, June 8th, 1857, 10 o'clock, A. M.

Parties appeared. At the request of Mr. Voorhees and Mr. Browning, on part of complainants, the taking of testimony in this cause, is further adjourned to June 10th, at the same hour and place.

June 10th, ten o'clock, A. M.

Examination resumed on part of complainants, in presence of Mr. Browning and Mr. Voorhees for complainants, and of Mr. Dudley.

Mr. Browning offers in evidence, a letter from Mr. Beare or Mr. Green, partner or clerk of Francis Lee, stating that Mr. Lee is absent from home at present, and will not be back for a week, and therefore cannot be produced as a witness; marked Exhibit No. 65, on part of complainants.

Also, an exemplified copy of judgment of Wm. R. Gries & Co. against Isaac Marter and Emerson Marter, trading as Marter & Son, in the district court of the city and county of Philadelphia, marked Exhibit No. 66, on part of complainants.

(Objected to.)

Harry Parton, a witness, produced on the part of complainants, being duly sworn saith:

I reside No. 2220, Callowhill street, Philadelphia; was one of the members of Parton, Horter & Co. Philadelphia; that firm was composed in January, 1854, of Washington Horter and myself.

Mr. Gries withdrew from the firm one day, and Washington Horter came in his place the next day; It was about the 14th or 16th of January, 1854, somewhere in that neighborhood; Horter put into the firm $10,000 when he entered; there was nine thousand some odd hundred dollars of that cash, and two notes—one of Mr. Horter's father, and one of some other names, I forget what, given for goods, while Mr. Horter was in Spruce street—making, in all, nearly $10,000, being some sixty or seventy dollars short of it; when he entered the firm, the cash which he brought was deposited in the name of Parton, Horter & Co. in the bank of North America, Philadelphia; Mr. Horter resides at the corner of Eleventh and Locust streets, Philadelphia; do not know whether he has been applied to to come over here as a witness.

(The above testimony is all objected to, as being irrelevant and illegal, and the cross-examination is made, subject to this objection.)

Being cross-examined, saith:

Question. Was you not examined as a witness before the district court of Philadelphia, about the twenty-fifth of November, 1854?

Yes, Sir, about that time before Judge Hare.

Question. In what case?

Connected with Wm. R. Gries & Co's old affairs.

Question. Did you not on that occasion, swear that David C. Urquhart was a member of the firm of Parton, Horter & Co?

I did, but he was not a member at the time when the partnership was first formed?

Question. How long after did he come in?

Some short time after Parton, Horter & Co. started, Mr. Urquhart showed me a paper, and asked me to sign that; I signed it, which I took to be (I did not read it over) an agreement between Urquhart, Washington Horter, and myself, that he was to have one-third, Washington Horter one-third, and myself one-third of the profits; I do not know how soon after the partnership was formed

this was ; I think I went out of the firm in April of same year, 1854 ; that was the way I understood the paper ; I have since understood that it was, that if the firm answered, he was to come in at the end of a year ; I asked him (Urquhart) some time after, (Mr. Dudley objects to witness stating what Mr. Urquhart has told him since the execution of that paper,) to tell me the truth what that paper was ; whether he was a partner, or whether he was not ; he said if the firm answered, after he got his affairs straightened up, he was to come in at the end of the year ; any papers that Urquhart or Horter brought to me, I just signed ; I don't know whether that paper was signed by Mr. Urquhart or not ; I think not ; I had no copy of it ; it was in Mr. Urquhart's hands when I signed it ; I suppose he took care of it.

Question. Did you give the above explanation when you were before the court ?

No, Sir, it was not asked me ; the whole concern was cut off short ; I was told they did not want any more testimony. Mr. Bullett said—that will do Mr. Parton, we don't want any more.

Question. Have you not told Henry Lewis, Jr. that Mr. Pilling and Mr. Urquhart were great rascals, that they had got all the assets of that concern, or words to that effect ?

I think very likely I have.

Question. Have you not said the two individuals above named were great rascals, to other persons besides Henry Lewis, Jr ?

I don't know ; I may have said so a dozen times, or may not have said so more than once or twice.

Witness desires to explain ; that the money spoken of in my examination in chief, the nine thousand and odd hundred dollars, Mr. Horter took down to Mr. Davis' office, and Mr. Davis took him round to the Bank of North America, and introduced him to the President, where he deposited the money.

(Mr. Dudley objects to the above explanations as irrelevant,)

Witness further explains :

The question was put to me, whether Urquhart and Pilling had not got all the assets of that concern ; I could not have said all ; or did not mean all that Edward M. Davis got.

(Objected to as irrelevant and illegal.)

Mr. Dudley asks—

Question. What did the assets consist of that were assigned to E. M. Davis & Co ?

There were some $15,000 of accounts.

Question. Whose accounts were these ?

They belonged to Washington Horter, because I was out of the concern ; the balance of the thirty odd thousand dollars assigned to Mr. Davis, I mean ; I know nothing of this but by hearsay ; I know about the accounts, for I helped look them out ; the best in the books ; I can't tell whether they were Parton, Horter & Co's accounts, or Wm. R. Gries' accounts.

Question. What did they consist of ?

Accounts against the customers of the firm.

Question. What firm ?

They were accounts that were on the books, either of Parton, Horter & Co. or Wm. R. Gries & Co. I can't tell which.

Question. You have said you helped select these accounts; who else helped?

I think Washington Hall; I won't be sure; I think Mr. Burton was up stairs at the time; I won't be sure of that either.

(Mr. Browning objects to all the cross-examination of this witness as improper and illegal.)

In Chief.

Question. Did Mr. Burton ever request you to continue in the firm of Parton, Horter & Co. and if so, when, and what reason did he give?

(Mr. Dudley objects to the above question, as re-opening the examination in chief, and being irrelevant and improper.)

Mr. Burton never requested me to remain in the firm of Parton, Horter & Co. I was in at E. M. Davis & Co's one day, before the dissolution of Wm. R. Gries & Co. and I asked Mr. Burton, if he saw anything outside that would suit me, or words to that effect, to let me know, as I was tired of Mr. Gries, and meant to get out of it; after considerable deal of talk, I don't know all that passed, Mr. Burton said they were largely interested, and asked me to stay in the concern to look after their interests; I don't remember the exact words; that was the substance, I said I would; I will stick to the ship till she sinks; I think that was the expression I made use of.

(Mr. Dudley objects to the whole of the above examination, as being illegal and irrelevant.)

(Signed) HARRY PARTON.

Sworn and subscribed before me this tenth day of June, A. D. 1857.

C. P. STRATTON,
M. C. C.

Mr. Browning now offers in evidence Mr. Pilling, with such books and papers, relating to this matter, as he has been able to find, pursuant to the request of Mr. Dudley.

Mr. Dudley answers—That he desired the books of Mr. Pilling in reference to Mr. Urquhart's examination; that that examination being now over, he does not desire them; that they are irrelevant testimony.

Mr. Dudley declines any further cross-examination of Mr. Pilling.

Ellis Pilling being produced and re-affirmed on part of complainants, saith:

(Mr. Dudley objects to Mr. Pilling being affirmed and examined again in chief in this cause.)

In pursuance of the request of Mr. Dudley, made while I was on the stand, I have hunted up the books and papers relating to the matter upon which I was examined; I have them here.

Witness being shown book (marked exhibit No. 67, of complainants), this exhibit objected to, says: This is my book of original entries. The entries made in it were made by me at or about the time they respectively bear date.

Being shown entries on page 159, the first two entries, witness is asked, to what transaction these entries refer? says:

They are a memorandum of an operation made with Myers, Claghorn & Co. for ten thousand dollars, for Mr. Urquhart as related in my examination before. Those entries were made about the time they bear date, by me. They are true. The memorandum of tin box in the margin of the second entry, has reference to the Exhibit No. 19.

Being shown a book marked Exhibit No. 68, on part of complainants, says:

This is my ledger.

Being shown page 224 of No. 68, says:

The item of the 23d of November, of two notes, amounting to five thousand dollars, refers to two notes given by me to Mr. Urquhart, as a settlement in full to the 23d of November, 1853, except a disputed account of sixteen hundred dollars, which settlement is mentioned on page 150 of blotter, marked Exhibit No. 67. Those are the two notes referred to by me in my previous examination, as being given to me by Mr. Urquhart when I negotiated the loan with Myers, Claghorn & Co. one of which I deposited with them, and one of which I retained. The former is mentioned in Exhibit No. 19.

Being shown a receipt (marked Exhibit No. 69,) says:

That is the original receipt given by David C. Urquhart to me at the time the two notes for $5000 were given.

Being shown a book (marked Exhibit No. 70) says:

This is my journal; it comes down to September 1st, 1852. At the time of the negotiation of that loan, I did not keep any journal. The ledger and the blotter are the only books which refer to the transaction with Urquhart.

Witness being shown bank book (marked Exhibit No. 71, of complainants,) says:

This is my bank book of my business with the Tradesmen's Bank of Philadelphia, at the times mentioned in the book.

Being shown item under date of January 16th, 1854, says:

That is a memorandum of the money I procured from Myers, Claghorn and Co. for David C. Urquhart. It is the proceeds of the note. That, less the commissions, is the amount I paid over to David C. Urquhart.

Witness being shown a paper (marked Exhibit No. 72 of complainants) says:

That is an account rendered to me by Myers, Claghorn & Co. of my transactions with them at the time it bears date.

Being pointed to two items of dates of October 5th on the credit side of account, one of a thousand dollars, and one of ten thousand, five hundred, says:

These are the items referred to by me in my previous examinations, credited by Myers and Claghorn at the time of the settlement with Urquhart and E. M. Davis. The item of one thousand dollars is that allowed me by Myers, Claghorn & Co. for making the settlement; the other is the money paid by E. M. Davis & Co.

Witness being directed to the debit side of the account, between dates of May 17th and August 4th, 1854, is asked whether any advances of ten thousand dollars or more were made to him by Myers, Claghorn & Co. in the month of July, 1854?

Answer. No.

(Mr. Dudley objects to the whole of this examination, and to all the exhibits produced, and makes his cross-examination subject thereto, as being illegal and irrelevant.)

Being cross-examined saith:

I have no account with Myers, Claghorn and Co. in my books, later than September 24th, 1852, this account is on page 44 of ledger.

Question. Have you no book or books containing the accounts of Myers, Claghorn & Co. since September 22d, 1852?

I have none that I recollect. My books are all here, except a note book, and other bank books. I have some account sales of theirs. They are in Philadelphia. They were not called for.

Question. Will you be good enough to tell in whose handwriting the account on page 224 of ledger is?

Part in the handwriting of Sutherland, part of David C. Urquhart, and part is my own handwriting.

Question. Point out Mr. Urquhart's?

From September 5th to November 12th, on debit side, including the heading of the page, and credit September 27th.

Question. On the opposite page 223, is that Mr. Urquhart's account?

That is his account too. The sixteen lower items on that page are David C. Urquhart's handwriting. On the 221st page of ledger, from October 27th to December 13th, on the debit side are in Urquhart's writing, the year 1852. On page 222, the fifteen items at the bottom of the page are in the handwriting of David C. Urquhart. On page 225, is Mr. Urquhart's account again. This is his account; there are several of his accounts here. I don't know which this is. This is a continuation of his account, I find on examination. This account closes December 23, 1854. It begins July 1st, 1854, on page 225. On page 224 it begins September 5th. There is a blank space near the middle of the page, with a lead mark drawn across the book from November 23d to December 28th. It begins at date December 28th, 1853, and goes down to cash at the bottom of the page, $7.25. The reference 171, and also the reference 158, on the same page, 224, in lead pencil, is for commissions. the reference 219 on page 225 in lead pencil is for Aker's note in favor of Sutherland, and note of Urquhart's.

Question. Is there any further continuation of Mr. Urquhart's account?

Not that I know of. I have no further continuation of these accounts. This account on page 225, closes exactly as mentioned in the book.

Question. In what other book is the continuation of his account continued?

I have no other accounts against Mr. Urquhart, but what are in these books, and which have been offered.

Question. Are the accounts of Mr. Urquhart in the ledger that you have referred to, true and correct accounts of the dealings and transactions between Mr. Urquhart and yourself?

They are. We have had other dealings that are not recorded in those books.

Question. You have stated that there have been other deal-

ings between Mr. Urquhart and yourself not recorded in these books, during the same period of time that is covered by your books? Were these dealings and transactions not recorded in these books?

They were before, during and after.

Question. Then am I to understand from you that your books only record a part of the transactions between Urquhart and yourself?

I answer yes, and with all other parties.

Question. When was the Exhibit No. 72, furnished you?

It was furnished me by Myers, Claghorn & Co. about the time the settlement took place. Mr. Claghorn furnished it. I should say the writing on the left hand page of this exhibit is all Mr. Claghorn's on the credit side, from July '54, to June 11th, '55, is in the handwriting of Mr. Claghorn. On close inspection, I think the whole of this is in the handwriting of Claghorn. It is difficult for me to tell his from Durborrow's, but I think this is his.

Question. When did the settlement take place mentioned in this paper.

There is no settlement marked upon this paper. It is an account current rendered by Myers and Claghorn to me; shows July, '56, a balance to my credit.

Question. You have stated that this paper was rendered to you about the time of settlement; please state what settlement you have reference to.

I don't understand. About the time the money was paid to Myers, Claghorn & Co. by Davis & Co. that was what I meant by settlement. This was my account current furnished me about October 5th, 1855, at the time when the ten thousand, five hundred dollar credit was given, and the one thousand dollars. My other bank books, later than Exhibit No. 71, are at my store; I I will produce them here with pleasure. The last entry to my credit in this book, is April 27th, 1854, $315.00.

(Signed) E. PILLING.

Affirmed and subscribed before me, this 10th day of June, A. D. 1857.

C. P. STRATTON, *M. C. C.*

Mr. Dudley gives notice to Mr. Browning to produce an agreement referred to by Mr. Parton, between Parton, Horter & Co. and David C. Urquhart. Mr. Browning admits notice, and says he has never seen or heard of such notice, but will produce it, if he can do so.

Mark Ware, a witness produced on part of complainants, being duly sworn, saith:

I am now surrogate of the county of Camden, and have been for three years. My office is in the same building, and the door a few feet from that of the clerk's office of the county. I saw a deed which had been left for record in that office from, or purporting to be from Charles W. Wharton, or Wharton and wife to Benjamin W. Cooper, for Bloomfield Cottage Farm. I saw it in my office. My impression is, that William P. Tatem brought it in. Some person else was in my office at that time.

I don't remember who. His brother Sam and Firth were there for certain. I am inclined to think this was the first of this year or the last part of last. It was about the time that one injunction was served on Tatem, restraining the sale. Can't say whether it was before or after. Can't say whether the deed was by Wharton alone, or Wharton and wife. My impression is, the consideration mentioned in the deed was fourteen thousand, three or four hundred dollars. I made an estimate of how much it was per acre; it amounted to $130 per acre. It was taken back to the clerk's office. I have never seen it since. I am under the impression it was acknowledged before Mr. Miller. I mean Lindley H. Miller, in Mr. Dudley's office.

Mr. Dudley objects to all the above testimony, as illegal and irrelevant, and because Benjamin W. Cooper resides in the county of Camden, and within two miles of the city of Camden, and is the best evidence; and makes his cross-examination subject to this objection.

Being cross-enamined, says:

I know Benjamin W. Cooper. He lives in this county, in Delaware township, within two miles of this place.

(Signed) MARK WARE.

Sworn and subscribed before me, this tenth day of June, A. D. 1857.
C. P. STRATTON,
M. C. C.

Benjamin Browning, a witness produced on part of complainants, alleging himself to be conscientiously scrupulous of taking an oath, being affirmed, says:

I am clerk of the county of Camden, and have been six or seven years. I have a recollection of a deed for Bloomfield Cottage Farm, being brought to my office for record. It was brought by Benjamin W. Cooper. It was a deed to him. I think from Charles M. or Charles W. Wharton. This must have been four or five months since. I should think it was about December last. I suppose I made the usual mark, that it was received for record. I recollect I gave Mr. Cooper a receipt for the deed. The deed was brought in the early part of the morning, I think, in the neighborhood of nine or ten o'clock. It was taken out in the afternoon of the same day. I can't say who took it out. I have a memorandum by which it was taken out. It was given up upon this order. (Order marked Exhibit No. 73, of complainants.) I filed this order because the receipt was not returned. The body of this order is in the handwriting of Thomas H. Dudley. The signature is the handwriting of Benjamin W. Cooper. The deed has never been returned.

(Mr. Dudley objects to all the above testimony of Mr. Browning, as illegal and irrelevant; also, because Benj. W. Cooper resides within two miles of the city of Camden, and is the best evidence of the matters inquired of this witness.)

(Signed) B. BROWNING,

Affirmed and subscribed before me, this tenth day of June, A. D. 1857.
C. P. STRATTON,
M. C. C.

William J. Mullen, a witness produced on part of complainants being duly sworn, saith:

I am a member of the bar in the city of Philadelphia. I am in the same office with Constant Guillou, Esq. I am his assistant. I have been there two years last December. I think I was there at the time a settlement took place between David C. Urquhart and Ellis Pilling, having seen their papers, and had charge of them. There were papers deposited at that time with Mr. Guillou, as securities. These papers consisted of notes, bills, drafts, and I think, two mortgages.

Being shown papers marked Exhibits Nos. 74, 75, 76, and 77, says:

These are the two bonds and mortgages to which I refer. I have made diligent search for the other securities in the office of Mr. Guillou; for three or four days last week, I searched for hours a day, and yesterday afternoon and this morning. I can find none of them besides these bonds and mortgages. I am familiar with the papers of Mr. Guillou. I know more respecting where they are placed than he does himself. Mr. Guillou has assisted me in this search. These bonds and mortgages were not tied with the others: the notes and drafts were tied up separately, labelled "settlement" and put away carefully. I am familiar with the appearance of the package of notes and drafts. I think I have seen it certainly within two months. The papers are now lost or mislaid, so I cannot find them.

The assignments in pencil mark, on the backs of Exhibits No. 75 and 77 were, made by Mr. Pilling I cannot tell the nominal value of all the securities left with Mr. Guillou. It was a large amount.

(The above testimony objected to, as illegal and irrelevant, and cross-examination made subject thereto.)

Being cross-examined, says:

The securities I have mentioned, including the bond and mortgage, were deposited with Mr. Guillou; I can't say positively, whether I was present at the time or not; my office is back; they were given to me afterwards to put away; there was no copy or memorandum of them made by me; I cannot recollect the amount of bills receivable or notes, there were quite a large amount; I can't say whether they were due at the time

Question. For whom were they deposited?

There was a settlement between the parties, and Pilling deposited what he held against Urquhart, and Urquhart on the other hand against Pilling; it was a settlement between those parties, and I do not know for whose use they were deposited; I did not hear the conversation between them in reference to depositing.

(Being shown a paper marked Exhibit I I, on part of defendants,) says:

This is the writing of Mr. Guillou.

(Exhibit objected to.)

I think this is in reference to those securities; I have no recollection of a Marter judgment.

Both Mr. Browning and Mr. Dudley have been at our office, frequently, endeavoring to have these papers found.

I do not know whether Mr. Guillou is counsel for Mr. Urquhart in the city of Philadelphia now or not; he was some time ago; I do not know whether he has been attending to business for Mr. Urquhart within the last six months, or not.

(Signed) WM. J. MACMULLAN.

Sworn and subscribed before me this tenth day of June, A. D. 1857,
C, P. STRATTON,
M. C. C.

(*Note.*—The subjoined testimony, that of the witnesses Edward H. Saunders, John Newman and Erastus F. Hornblower, was taken irregularly during the progress of the examination by the consent of the parties, and inserted subsequently.)

Edward H. Saunders, a witness called on part of complainants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

Being shown bond of David C. Urquhart to John W. Mickle, (Exhibit No. 10,) says:

That is my handwriting as subscribing witness, and I have no doubt I saw it executed.

Being shown the mortgage to secure above bond (Exhibit No. 11,) says:

That is my signature as subscribing witness; have no doubt I was present, and saw the same executed.

(Signed) EDWARD H. SAUNDERS.

Affirmed and subscribed before me, this twenty-sixth day of May, A. D. 1857,
C. P. STRATTON,
M. C. C.

John Newman, a witness, produced on part of complainants, being duly sworn, saith:

I am acquainted, or was acquainted with the books of H. Robinson & Co. at the time of these transactions; I was assistant book keeper; I have those books here now; the book which I hold in my hand is their ledger, (marked Exhibit No. 43, of complainants,) this I hold, is their day book No. 1, (marked Exhibit No 44,) this is day book No. 2, (marked Exhibit No. 45,) this is day book No. 13, (marked Exhibit No. 46, of complainants,) this is their day book No. 14, (marked Exhibit No. 47, of complainants.) Those daybooks are the books of original entry of H. Robinson & Co. containing their account against David C. Urquhart, or Urquhart & Co. that ledger is the book into which those accounts were transferred.

Cross-examined.

This is not the present current ledger of the firm, this ledger was closed January, 1852; the account of David C. Urquhart & Co. is carried into the next ledger; I mean the ledger commenced in 1852; it is not here.

Note.—Mr. Dudley calls upon complainants to produce the ledger begun in 1852.

I can't tell when the ledger of 1852 was closed, or whether closed at all; I am not the book keeper now; to the best of my recollection, it is about four years since I had anything to do with the books of the firm; E. C. Hornblower is the book keeper now; he has been book keeper ever since I came there; it is probably between four and five years; I can't say exactly; the firm kept a cash book, but no journal at this time; they keep a journal now; they have kept a journal I think since January, 1852; will not be positive; I have had nothing to do with the books since 1852, consequently, I cannot say anything about in which book the cash receipts are kept; I do not know whether this indebtedness is put down on our balance sheets for 1852, '53, '54, '55, '56, & '57; I should say from the fact of the account being charged to the personal account of Mr. Robinson and Mr. Parsons, that it is not; I can't give you the date when this was charged to their personal accounts.

Question. On the ledger. page 624, Nov. 25th, 1851, are these words, by credit of J. P. Stout's account $1,973.76; what is the balance that is left at that time?

The balance on the ledger, after deducting this, is $89.94; all but this balance was settled by note.

Question. Immediately under this do you not charge Stout with this credit of $1,973.76?

Yes, certainly; we must charge it.

Note.—Mr. Dudley calls upon complainants to produce cash books, journals, and the ledgers from this ledger down to this day.

Re-examined—After giving Urquhart credit for Stout's account, nineteen hundred dollars and odd, the amount due, there still remained eighty-nine and odd dollars, over and above the two notes and including them, $1,900.89 from Urquhart.

Question. Does not the credit of J. P. Stout's of $1,973.76 pay the whole of Urquhart's account, including the notes. except $89.94?

No Sir; if the notes had been paid when they matured, probably it could.

(Signed) JOHN NEWMAN.

Sworn and subscribed before me, this first day of June, A. D. 1857,
C. P. STRATTON,
M. C. C.

Erastus F. Hornblower, a witness produced on part of complainants, being duly sworn as a witness says:

I am the present book keeper of Henry Robinson & Co. and have been, since 1852; I am acquainted with the books of account of that firm from that period.

This is the ledger of the firm since 1852, (marked Exhibit No. 54, of complainants;) this is the journal.

(Marked Exhibit No. 55,) that goes with the ledger; these are the only books of account except those that were produced here by Mr. Newman of that firm, in which there is any account

posted as against David C. Urquhart or Urquhart & Co. The account of Urquhart & Co. is on page 546 of this ledger; the amount of money due that house from Urquhart & Co. according to this ledger, is $1,900.89; that balance is carried from the ledger to suspense account, on page 42 of the journal; the date of this is December, '53; and from the journal it is carried, amongst other similar accounts, to Henry Robinson's private account, and the private account of Wm. H. Parsons, on pages 318 and 33 of the ledger; these individual accounts are carried in December, 53; the object in carying it this way was to dispose of it somehow; that balance with the interest on it, is now due from Urquhart & Co.

Cross-examined—

The journal does not quite keep pace with the ledger; it closes in July, '56; there has been no account whatever open with Urquhart since.

Question. Have you any knowledge of any transactions between Henry Robinson & Co. and David C. Urquhart, within the last two years?

None whatever.

(Signed) E. F. HORNBLOWER.

Affirmed and subscribed before me, this second day of June, A. D., 1857.
C. P. STRATTON,
M. C. C.

Complainants produce a copy of account in ledger, produced yesterday, as agreed upon yesterday, with the affidavit of Mr. Newman thereto, (marked Exhibit No. 56, on part of complainants.)

Complainants offer in evidence a copy of the account of David C. Urquhart from the ledger of H. Robinson & Co. marked Exhibit No. 78, on part of complainants.

The counsel of complainants state they have no farther witness to examine for the present, and rest the case.

Mr. Dudley offers in evidence an exemplified copy of judgment of Charles W. Wharton against David C. Urquhart in New Jersey Supreme Court (marked J J, on part of defendants.)

Also, an exemplified copy of bill in equity, marked K K, on part of defendants.

The further taking of depositions in this cause is adjourned to to-morrow, June 11th, 10 o'clock, A. M.

June 11th, 10 o'clock, A. M.

The examination of witnesses continued, according to adjournment. Present, Mr. Voorhees and Mr. Dudley. Commencement of examination on part of defendants.

Harry M. Day, a witness produced on part of defendants, being duly sworn, saith:

I reside in Philadelphia; I am thirty-four years of age; I know Ellis Pilling; have known him eight years; I have known

David C. Urquhart eight years; as long as that; I have talked with David C. Urquhart, since July, 1854, about a mortgage on Bloomfield farm; he spoke to me several times about a mortgage held by John B. Myers for $10,000; the reasons for his speaking of this has been from the fact of transactions connected with William R. Gries & Co. who failed some two or three years ago; he owes me some little money; he told me to be easy; he was in trouble; not to be hard with him, that there had been $10,000 got from John B. Myers, as I understood, or it may have been Myers and Claghorn, at which time he placed with Parton, Horter & Co. this was since Parton, Horter & Co. stopped; for that brought out the facts.

Question. What are the characters of Ellis Pilling and David C. Urquhart, for truth and veracity?

(Objected to.)

I think rather bad as a general thing; from the experience I have had with Pilling, I should not believe him on his oath; I have not had experience with Urquhart; from general reputation I would not believe either on his oath, I mean either Pilling or Urquhart; I will explain the $10,000; Parton & Horter owing us, which caused Urquhart to make his statement that he had been a great loser by them, as the $10,000 which was obtained from Myers, Claghorn & Co. or John B. Myers, was placed with Parton, Horter & Co. as a portion of their capital; he assigns as the reason of not paying our debt at the time; that he was a great loser by them, as he had given a mortgage for this $10,000 to said John B. Myers, or Myers, Claghorn & Co. on his farm in New Jersey, by the name of Bloomfield; he told me he had gone to see Burton, to try and get this mortgage out of John B. Myers' hands, Burton or E. M. Davis; he generally used Burton's name, this was since July, 1854; I have no doubt about that.

Being cross-examined, saith:

I know that my conversation has been of such a character with Mr. Urquhart, that this matter has been referred to; that is the way I know it has been since July, 1854; it must have been since the failure of Parton, Horter & Co. could not have been before; I don't suppose any body has had better knowledge of the affairs of Parton & Horter, Wm. R. Gries and Urquhart's affairs than I have from Urquhart, that is, his affairs relative to us; I think it was three or four years ago this summer that Parton, Horter & Co. stopped: might have been five, more likely four; this firm organized in the spring of the year, in '53 or 54; I can't tell exactly which; they did business about six months; not over that; probably less; these conversations with Urquhart relative to the mortgage, were very frequent; the purport of these conversations was the same as I have related above.

(Signed) HENRY M. DAY.

Sworn and subscribed before me, this eleventh day of June, A. D. 1857,
C. P. STRATTON,
M. C. C.

James S. Gibbons a witness, produced on the part of defendants, being duly sworn, saith :

I know David C. Urquhart; I have been acquainted with him seven years at least; I am 31 years of age; reside in Philadelphia; am a merchant; my firm is Cottinger, Boyd & Gibbons; I know Ellis Pilling; have known him since 1844.

Question. What is the character of Mr. Urquhart and Mr. Pilling for truth and veracity?

Very bad.

Question. Would you believe either on his oath?

Decidedly not; either Mr. Urquhart or Mr. Pilling.

(Objected to.)

Being cross-examined, saith:

Mr. Urquhart or Mr. Pilling are neither creditors of our firm, or never have been.

(Signed) JAMES S. GIBBONS.

Sworn and subscribed before me, this 11th day of June, A. D. 1857,
C. P. STRATTON,
M. C. C.

Augustus Stutzer, a witness produced on the part of defendants, being duly sworn, saith:

I am a brickmaker by trade; I live in the city of Camden; I am upwards of forty years of age; brickmaking has been my business all my life; I have looked at and examined the clay on the brick yard tract adjoining the Bloomfield farm, Delaware township; the clay is not good for bricks; I made a thorough examination; I saw bricks that were burned there, and examined the clay; I consider the clay has got a portion of marl in it, and the bricks would crack drying, and crack burning; it has some pebble stones in it also; I do not consider that tract of land of any value as a brick yard; I mean the part of the land where the yard is situated; I never examined any further.

(Objected to all the testimony above, as irrelevant and improper. No cross-examination.)

(Signed) AUGUSTUS STUTZER.

Sworn and subscribed before me, this eleventh June, 1857.
C. P. STRATTON,
M. C. C.

Edward H. Saunders, a witness produced on part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I drew up some deeds for David C. Urquhart, one to John Cochran of the city of New York, and also one to Henry Robinson of the city of New York; I presume they were dated March 30th, 1854, that is the time they were executed; they were executed by David C. Urquhart and wife before me; I took the ac-

knowledgment as commissioner, in John Cochran's deed, the consideration mentioned was $2,525; the consideration in Mr. Robinson's deed was $1,425; it was part of the Bloomfield tract conveyed; Mr. Cochran's lots, Nos. 140, 142, 144, 146, 148, 150, 161, 162, 163, 164, 165, 166, 225, and 226.

Mr. Robinson's was lots Nos. 102, 103, 104, 105, 106, 107, 108, and 109. (Objected to.)

Cross-examined, saith:

I kept a memorandum of these deeds; that memorandum is at my office.

Witness produces a memorandum book, (Exhibit No. 79.)

This is the book in which I entered all matters of conveyancing at that time.

Referring to page 90 of this book (No. 79) witness says:

This is the memorandum to which I refer; I drew all the deeds just as they are mentioned there, and according to the entries; I drew deeds also to Edward M. Davis, as appears on page 91 of this book, for lots Nos. 25 and 44, for the consideration of five hundred and fifty dollars; also to Henry M. Day of Philadelphia for lots Nos. 59, 57, 23, 21 and 19; consideration $1,095; also to Francis Lee, of Philadelphia, for lots Nos. 62, 64, 66, 68, 70, 72, 90, 91, 92, 93, and 94; consideration $2,200; also to Robert S. Ross, Washington Horter; Robert S. Ross, was executed, but not Horter's; also deed to Harry Parton, but no memorandum of being executed; I delivered all these deeds to Mr. Urquhart; in no case were any of the parties to whom these deeds were to be delivered present, and I saw none of them; I drew all of those deeds at the request of Mr. Urquhart, and by his direction; I know nothing of what has become of any of those deeds which were executed; some of those which were not executed remain in my office yet.

(Cross-examination objected to.)

(Signed) EDWARD H. SAUNDERS.

Sworn and subscribed before me this eleventh day of June, A. D. 1857.

C. P. STRATTON,
M. C. C.

John W. Mickle, a witness produced on the part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, being duly affirmed, saith:

Being shown Exhibit No. 12.

I executed this paper, and assigned the bond and mortgage; Mr. Urquhart and somebody else, accompanied by Mr. Browning, waited on me in reference to this; they were all together, I mean David C. Urquhart, that is when they actually purchased of me; it was all done at one time; it was some time in the evening, not late.

Being cross-examined, saith—

The gentleman who was with Mr. Browning, I understood to be Mr. Robinson; he was introduced to me as such; he was the same man who gave me a check for the money, which check was paid.

(Signed) JOHN W. MICKLE.

Affirmed and subscribed before me, this 11th day of June, A. D. 1857.

C P. STRATTON,
M. C. C.

Remington Ackley, a witness produced on the part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I am in the employ of E. M. Davis & Co. and have been since 1848; I had a conversation with David C. Urquhart in April last, in Jones' alley near his store; I was sent out of the store by Edward M. Davis on business, which called me through Jones' alley; as I was passing opposite the store of Mr. Urquhart, being in the habit of speaking to him, we spoke, and he beckoned me over; our conversation commenced in reference to ten pin alleys lying on the side of the street; after exchanging words about them, he says—Mr. Wharton has purchased Bloomfield; I said I knew nothing about the matter; he made an insinuation, as much as to say, he thought better; he then said, I am going to fetch, or will fetch Edward for eight or ten; the Bloomfield property being in question, I understood him by Edward to mean Edward M. Davis. (Objected to.)

Being cross-examined, saith:

This conversation took place in the morning before ten o'clock. Mr. Davis had just come from the cars. There was some one standing in the door at the time. I do not know his name. I did not make make any memorandum of the conversation, as I thought the matter was settled. I spoke to Mr. Burton about it afterwards; in the course of a week, I should think. To my memory I did not speak of it to any one else. I did not know at the time of the suit commenced by Henry Robinson against E. M. Davis and others. When I said the matter was settled, I referred to a difficulty there was with Urquhart. I am in the employment of E. M. Davis, in the capacity of entry clerk, or or assistant book-keeper. I have been acting in that capacity, off and on, for five years. I have been engaged in copying this testimony; for whom I don't know. I was requested by Mr. Davis, to come over here, that there was some writing to do Edward M. Davis, Jonathan P. Burton, John Durborrow, Henry Earle and Godfrey Steinbrenner, as I understand, now compose the firm of Davis, Burton & Co. My impression is, the name of the firm was changed the first of May this year. Charles W. Wharton then retired from the firm. Mr. Wharton resides in the country now, I believe, a short distance from the city of Philadelphia. I understand he has a country seat, and resides there. I have been here during the progress of the taking this testimony, copying at Mr. Dudley's office. To the best of my knowledge, I last saw Mr. Wharton about three weeks ago. I have not seen him over here. Jonathan P. Burton, of the firm of Davis, Burton & Co. has been here, giving personal attendance to this examination.

In Chief.

Question. Do you remember when you came to Mr. Dudley's office to copy testimony?

It was on Monday afternoon, the first day testimony was taken, two weeks and some days ago. I have been there every day since from as early in the morning as half past eight, till half past six and seven in the evening. I have not seen Mr. Whar-

ton at the store regularly since the first of May. He calls and stops in every three or four days.

(Signed) REMINGTON ACKLEY.

Affirmed and subscribed before me, this eleventh day of June, 1857.

C. P. STRATTON,
M. C. C.

Mr. Dudley offers in evidence an assignment of a judgment from John James Smythe to Jonathan P. Burton (marked Exhibit L L, on part of defendants.) The signature of witness to which, is admitted by Mr. Browning. Also, an assignment of judgment from Francis Lee to Charles W. Wharton, (marked Exhibit M M, of defendants) signature of witness to which, is admitted. Also, copy (certified) of petition filed by David C. Urquhart in the case of Sarah M. Hall, complainant, against David C. Urquhart and others, defendants (marked Exhibit N N, of defendants.) (This exhibit objected to.)

Examination adjourned till this afternoon at 3 o'clock.

3 o'clock, P. M.—Examination resumed according to adjournment. Present Messrs. Browning and Voorhees, and Thos. H. Dudley, Esq.

Thomas Williamson, a witness produced on part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I am a conveyancer in Philadelphia, and have been since the autumn of 1832, and before that time at Westchester:

Being shown two papers marked Exhibits 32 and 33, says:

Both of these documents are in my own individual handwriting. With regard to the particular mortgages, I can only speak with reference to the assignment. The assignments were prepared by me, at the instance of Edward M. Davis, under circumstances which I will detail. Edward M. Davis, who has for seven years past been a customer of mine, as conveyancer, brought the several mortgages to my place that are specified in these two assignments, and presented them to me, and stated that they had been offered to him upon terms he was willing to accept; that he had seen the property, was satisfied with the security, provided the matter was all right; requested me to examine them specially, be particular, see that they were all regular, and satisfy myself, as it was a matter he knew little or nothing about. I as soon as convenient went into an examination of them, and upon the examination I found the papers deficient in furnishing all the evidence necessary to judge of the situation of them as regarded prior liabilities of the mortgaged premises. This remark should apply particularly to the Jersey securities. If my recollection serves me, I had to procure searches in Jersey, and moreover, in looking back, there were some old apparent incumbrances that I did not feel myself able to judge of their position, but which were said at the time to have no validity as liens. I directed the evidence to be furnished in regard to them. In respect to the matters here, I referred to counsel here. Richard W. Howell was one.

Being referred to paper (marked Exhibit O O, on part of defendants), says:

This is a letter from Mr. Howell to me.

Being shown a letter (marked Exhibit P P, on part of defendants), says:

This may have been enclosed in the other letter, O O. I cannot say. On refreshing my memory, I think I remember a letter being brought me from counsel here (my impression is, brought by Urquhart; in that, however, I may be mistaken), detailing facts in regard to the title, which I was not willing to take in that form, but which gave rise to another paper, which I sent to be signed by those gentlemen.

Being shown a paper (marked Exhibit Q Q, of defendants), says:

The letter I have spoken of gave rise to the paper now before me. The paper attached to this certificate is in my handwriting. I stated to the party who brought the letter, that if the counsel would sign this certificate, I would be satisfied. My impression is, that this was Urquhart. My memory is not very tenacious; and and when matters are brought to my office, I attend to them, after which I dismiss them from my mind, and think no more about it. I am always satisfied that they are right before they pass from my hands.

Being shown a bundle of papers containing ten certificates (marked R R, on part of defendants,) says:

There is one paper here, which I think was not before me; the certificates of the clerk of Gloucester county, dated March 14th, 1856. The others, I think were all before me. Most of them have my mark upon them. They were brought to me; they were before me. Such as I needed, and were not brought to me, I gave orders to have brought.

Being shown papers, being a covenant (marked Exhibit S S) and agreement marked T T,) says:

Both these papers were before me.

Mr. Dudley also offers a letter from Mr. Browning to John B. Myers, dated January 14th, 1854, which Mr. Browning acknowledges to be his handwriting (marked Exhibit U U, of defendants.)

Also, a statement, acknowledged by Mr. Browning to be in his handwriting, (marked Exhibit V V, of defendants.)

In carrying out my instructions, I prepared a certificate, or rather a declaration for Mr. Urquhart to sign.

Being shown a paper (marked Exhibit D D, of defendants), says:

This is the paper. I had talk with Mr. Urquhart about signing this paper. It was signed at my office. An explanation on my part took place in regard to it. He appeared not to be familiar with the requisitions of such a paper. I explained to him the necessity, and told him that it was our uniform practice in Philadelphia, to take such papers, for that in equity we would be liable to a set off without. As a legal principle, I explained to him, that the assignee would always take subject to the equities that existed between the previous parties, and it was therefore a necessary matter on the part of the assignee to guard himself. He then, upon the explanation, made no hesitation about signing it, which when done, my duties were at an end.

(All the examination and exhibits offered under this examination objected to.)

Question. Did Mr. Urquhart state to you on that occasion, when this paper was signed, (Exhibit D D,) that he was not afraid to trust Mr. Davis, and would sign the paper, or words to that effect?

I answer no.

Question. Did you state to him on that occasion, that Mr. Davis wished him to sign the paper, or words to that effect?

No. I would add to that, in addition, that if Davis knew of the paper at all, he only knew of it by my requiring it to be done.

Question. Did Mr. Urquhart, on this occasion, or on any other occasion, ever so much as intimate, either by word or act, that this mortgage for ten thousand dollars, had been paid or satisfied? (Objected to.)

No; and to that I will add, that independent of this paper, he, orally, more than once stated to me, that it was a valid, subsisting mortgage. This was at or about the time of this assignment. Before we depart from this paper (D D,) I would wish to add a word. Had I caught any thing which by implication would have indicated that there was anything of trust or confidence outside, I would have stopped, and forbid any further proceeding until I had full explanation.

Question. Did Mr. Davis, at the time when he employed you in this matter, mention anything about his relying chiefly upon this Bloomfield property in New Jersey?

He did state, that he relied essentially upon a particular property, which, according to my recollection, was the property upon which the ten thousand dollar mortgage was. I do not recollect his saying he had no confidence in Urquhart; do not recollect his expressing himself in that way. He said he did not know anything about Urquhart. His instructions were, to me, to be careful, and to look into it thoroughly; to see that the securities were what they purported to be.

(All the above testimony objected to, except one, touching the contradiction of Urquhart; and

Cross-examination declined, except one question.

I made no memorandum of anything I said to Mr. Urquhart, or anything that was said by Mr. Urquhart. I am the father of Passmore Williamson.

(Signed) THOS. WILLIAMSON.

Affirmed and subscribed before me, this eleventh day of June, A. D. 1857.

C. P. STRATTON,
M. C. C.

Edward H. Weil, a witness produced on part of defendants, being duly sworn, saith:

I am a student at law, in the office of Henry M. Phillips, Philadelphia: have passed my examination, but not been sworn in yet. On or about the fifth day of June, I served a letter or notice upon Constant Guillou. There was another paper accompanying it.

Being shown another paper (marked Exhibit W W, of defendants,) says:

This is a statement handed me by Mr. Phillips, a copy of

which, together with a letter of which this exhibit is a copy, I I served upon Mr. Guillou, or at the office of Mr. Guillou. I think it was about the fifth day of June, 1857. The copy of this letter is my handwriting. The initials E. H. W. are mine.

Being shown another paper, heretofore (marked Exhibit J J,) says:

Do not know whether this is the letter received in reply, but believe this to be the handwriting of Mr. Guillou. Also the address to be in his handwriting.

(Signed) EDWARD H. WEIL.

Sworn and subscribed before me, this eleventh day of June, A. D. 1857.
C. P. STRATTON,
M. C. C.

Thomas D. Smith, a witness produced on part of defendants, being duly sworn, saith:

I reside in the city of Philadelphia; am an attorney at law, and at present act as deputy sheriff of the city of Philadelphia. I have been acting as deputy sheriff since November, 1855.

Being shown a paper (marked X X, of defendants,) being deed dated April 19th, 1856, says:

This is a deed from sheriff Magee to Charles W. Wharton. The signature of the subscribing witness to this deed is in my handwriting, and is my signature. There was a writ of levari facias placed in the hands of sheriff Magee from district court Philadelphia, March term, '56, No. 462, at the suit of Jonathan P. Burton, assignee, against Wm. R. Gries and Harry Parton. Under this writ the sheriff sold certain premises on the 7th April, '56, to Charles W. Wharton, for one thousand dollars purchase money. On the 19th April, 1856, he executed a deed for the premises, which are the same I referred to. There are two separate lots. This was a public sale, held as sheriff's sales usually are, once a month. This sale was a very large sale. The publication given in our state, is once a week for three weeks in two daily papers, and by handbills posted on the premises, and in the vicinity.

Being shown a paper heretofore (marked Exhibit 35,) says:

This is the same mortgage under which the sale was made.

Attention of witness being called to an endorsement on the back of mortgage, signed T. D. Smith, says:

There is an endorsement on this mortgage, that the sum of $849.78 has been paid on the mortgages out of the proceeds of the sale. This was the balance after deducting costs and taxes. This endorsement is in my handwriting. The signature T. D. Smith is my proper handwriting. I have the original sale book here (marked Exhibit Y Y, on part of defendants.)

Mr. Dudley offers in evidence, an exemplified copy of proceedings in this case (marked Exhibit Z Z, on part of defendants.)

(All the testimony of this witness objected to, and the exhibits produced during the course of it, and cross-examination made subject thereto.)

Being cross-examined, says:

This book I produce here is the sheriff's book, prepared by me for the sale. I was present at the sale, although I have no recollection as to this particular property. I speak of the sale,

from refreshing my memory from this book; and with regard to the settlement, from the sheriff's book; the settlement was made by me. I have no personal recollection of the matter beside what the book states. From this book I have no doubt the bid was signed at the time of sale by Jonathan P. Burton. I don't know whether he signed it or not. I cannot say when "*Charles W. Wharton per*" was interlined with a different colored ink. It was before the deed was acknowledged. The deed has been recorded in the prothonotary's office of district court. By act of assembly sheriff's deeds are recorded at length in the office of the clerk, out of which process issues.

I have no knowledge of myself who bought this property. The only knowledge I have is from Mr. Coleman, who bid on it. Don't know Jonathan P. Burton, or his signature. Mr. Coleman informed me to day that the name of Jonathan P. Burton here, was signed by him at the time of the sale. He has put his initials here, H. T. C. I cannot tell how many properties were sold that night without counting. On counting I find by the sale book on the night of that sale, April 27th, the sheriff had one hundred and eighteen writs that he was selling. There were a number of properties under some of the writs.

(Signed) THOMAS D SMITH.

Sworn and subscribed before me, this eleventh day of June, A. D. 1857.
C. P. STRATTON,
M. C. C.

Examination adjourned to June 12th, at 9 o'clock A. M.

June 12th, 9 o'clock A. M.—Examination resumed on part of defence. Present, Messrs. Browning and Voorhees for complainants, and Thos. H. Dudley for defendants.

John Clement, a witness produced on part of defendants, being duly sworn, saith:

I am one of the judges of the court of common pleas of the county of Camden. I live in Haddonfield, in Newton township. I know David C. Urquhart. I am not socially acquainted with him. I have known him some three years at least.

Question. What is his character for truth and veracity?

So far as I know, I consider it bad.

Question. Would you believe him on his oath?

That would depend very much on circumstances. The prejudice of my mind is very much against the man. If I knew nothing of the circumstances except him to be interested, I am inclined to think I would not.

(The above testimony objected to.) Cross-examination waived.

(Signed) JOHN CLEMENT.

Sworn and subscribed before me, this 12th day of June, A. D. 1857.
C. P. STRATTON,
M. C. C.

William Bettle, Jr. a witness produced on part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I reside in Newton township, Camden county. I am a farmer. I am 28 years of age. Newton township joins Delaware. I know David C. Urquhart. I have not known him quite two years. I have known of him longer than that, but have known him personally.

Question. What is his character for truth and veracity?

It is bad, so far as I know.

Question. Would you believe him on his oath?

Not where he was personally interested. I have known a good deal about him for the last two years. Where he was interested, I should have no confidence in his statements under oath, or otherwise.

(The above testimony objected to.)

Cross-examined.

I have never had any business transactions with Mr. Urquhart.

(Signed) WILLIAM BETTLE, Jr.

Affirmed and subscribed before me, this 12th day of June, A. D. 1857.

C. P. STRATTON,
M. C C.

Jehu Shivers, a witness produced on part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I am a farmer, live in Delaware township, Camden county; I am 36 years of age; my farm lies about half a mile from the Bloomfield farm; I know David C. Urquhart; I have known him about three years.

Question. What is his character for truth and veracity?

I should think it was not very good.

Question. Would you believe him on his oath?

That would depend upon whether he was interested or not; if he was interested in any way I think I would not believe him on his oath; I know the twentyacre tract adjoining Bloomfield, called the brickyard tract; it is worth, in my opinion, something like seventy or eighty dollars per acre; I should not put a higher valuation than that upon it.

(Objected to.)

Being cross-examined, saith:

Question. Do you know about brickmaking?

No, I do not; I do not know anything about the value of land within three or four miles of Philadelphia, for brick making purposes; I value my land in that neighborhood, at $150 per acre, for agricultural purposes alone.

In chief.

Part of this brickyard, or nearly one-third of it, is a thicket or swampy; there is no buildings, and very little fencing; it would require a great deal of draining; there is a pile of bricks there or a batch, all crumbled to pieces.

(Signed) JEHU SHIVERS.

Affirmed and subscribed before me, this twelfth day of June, A. D. 1857,

C. P. STRATTON,
M. C. C.

Edward Bettle, a witness produced on part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I reside in Newton township, Camden county; I am a farmer; I am 30 years of age; I know David C. Urquhart; I have known him 18 months. I mean personlly; I have known of him longer.

Question. What is his character for truth and veracity?

I should say bad.

Question. Would you believe him on his oath?

I would not, especially if he were interested in the matter about which he was sworn.

(Objected to.)

Cross-examination subject thereto.

My residence is about two miles from Bloomfield now by the most direct road; it is nearer four by the old way; I never had any business transactions with Urquhart; spoke to him when we met, conversed with him, I do not visit much in the neighborhood where he lived; I have visited there; I visit Isaac Nicholson; I should suppose he lives about a mile or perhaps more from Bloomfield; Isaac Nicholson has lived there three years.

Question. Have you not, and your cousin, and Mr. Shivers, and others, had a controversy with Mr. Urquhart at Trenton last winter, and the winter before, respecting his getting a charter for an agricultural park at Bloomfield?

We were at Trenton winter before last, opposing the getting a charter for a race-course up on the farm, then occupied by David C. Urquhart, Bloomfield farm; the controversy was against granting the charter which Urquhart and others were trying to get; Mr. Urquhart was the active man in the matter; the active persons there opposing the charter, were John Clement, Chalkley Albertson, Isaac Nicholson, William Bettle and myself, and Jehu Shivers; I don't recollect whether there were any of the Troths or other Shivers.

Question. Did not your first knowledge of Mr. Urquhart arise about that time?

It did, and it was from my acquaintance with him then, that I formed an opinion as to his truth and veracity, and from that acquaintance alone; all the intercourse between myself and Mr. Urquhart has been directly or indirectly connected with that.

Question. So far as you know has not all the intercourse of your cousin, Wm. Bettle and John Clement, with Mr. Urquhart been directly or indirectly connected with that?

(Objected to as illegal, counsel having no right to ask witness where other persons obtained their knowledge and information of Mr. Urquhart from.)

Answer. So far as I know, my cousin Wm. Bettle's has; of John Clement's I know nothing.

Question. Did not feelings of an unpleasant and angry character between Mr. Urquhart, as the applicant for that charter, and those who were in Trenton opposing it, arise?

(This question objected to, for the same reasons as the last?)

I decline answering as to the others, for myself, there did not towards Mr. Urquhart; I confined my hostility to the application,

and not the applicant, and should have been equally hostile from whomever the application came; the act of incorporation was asked for, as the Bloomfield Park and Agricultural Association, but from the sections of the charter, its true object could be ascertained, which was a race-course.

Question. Was horse-racing expressly authorized by any section of that act, or is that a mere inference of yours?

(Objected to.)

Not in terms, because that would have been in direct opposition to the statute already existing; but it was so framed as to evade that.

In chief.

Question. Was not trials of speed authorized in the original charter?

It was; I might further state that an association composed almost exclusively of what are known as sporting men, and keepers of public houses, was already in existence under that title; with a printed constitution and by-laws, and list of officers, many of them citizens of Pennsylvania, who were to use this farm, provided the charter was obtained as a race-track; and, had the charter been obtained, the property would have been sold had it been gained according to common report; I know there was such an association in existence as I have described above; I do not know anything about any angry feelings existing towards Mr. Urquhart, by any of those who were at Trenton, opposing this charter; I decline to speak of them, because I did not wish to speak for others; both myself and cousin were in the habit of talking with Mr. Urquhart while there and since; and our personal intercourse has been polite and friendly; I do not know of Judge Clement being at Trenton more than once last winter; I think he was there on other business; I did not meet him there at all; I believe he did not stay there more than one day; I don't know of his being there more than one day.

Question. Do you know of there being any angry or unkind feelings between Judge Clement and Mr. Urquhart?

I do not.

Question. Of any between Mr. Urquhart and Mr. Shivers?

I do not; both of those gentlemen were in the habit of conversing freely and sociably with Mr. Urquhart whenever they met; I mean anywhere and everywhere; and so far as I know, they do now; the last interview I had with Urquhart, he invited me to come and see him.

Question. Do you mean to say in your cross-examination, that your only knowledge of the character for truth and veracity of Urquhart, grew out of your acquaintance with him while opposing this race-course at Trenton?

I formed my opinion of his veracity and truth in Trenton and elsewhere, mainly in connection with that affair, and also by common report.

The farms oocupied by myself and cousin William at this time, were formerly part of the ground occupied by the Camden race-course; the race-course was broken up some two years before we purchased, and is now used exclusively for farming purposes.

In chief.

Where I say in my cross-examination, that I formed my opinion of the truth and veracity of David C. Urquhart, from my acquaintance formed with him during the controversy at Trenton, respecting the charter, and from that alone, I mean to say that my acquaintance with him was formed exclusively in connection with that affair; but my opinion was further influenced by common report from others in the neighborhood, amongst those who knew him.

(Signed) EDWARD BETTLE.

Affirmed and subscribed before me, this 12th day of June, 1857.
C. P. STRATTON,
M. C. C.

George Stockham, a witness produced on the part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I live in Philadelphia, 19th Ward, Kensington; I am in the timber and lumber business, saw-milling, &c. I am nearly fifty years of age; I know David C. Urquhart; I have known him going four years; I know a man by the name of Ellis Pilling; they run together; I have known him some six or ten months less than my acquaintance with Urquhart.

Question. What is the character and reputation of David C. Urquhart and Ellis Pilling, for truth and veracity?

In monetary matters very bad; I never knew men to promise better and perform less; in a money point of view it is really bad; I know nothing else; that is their character among all people who have had dealings with them, so far as I know.

Question. Would you believe them on their oath?

In regard to dealing in money matters I would not believe either Pilling or Urquhart on their oath.

(Objected to.)

(Signed) GEORGE STOCKHAM.

Affirmed and subscribed before me, this 12th day of June, A. D. 1857, C. P. STRATTON,
M. C. C.

Abraham H. Capper, a witness produced on the part of defendants, being duly sworn, saith:

I reside in the city of Philadelphia; am in the umbrella and parasol business, 246 Market Street; I am between twenty-eight and nine years of age; I know Ellis Pilling; I have been acquainted with him about five years; I know David C. Urquhart; have known him seven or eight years.

Question. What is the character and reputation of David C. Urquhart and Ellis Pilling, for truth and veracity?

It is bad.

Question. Would you believe either of them on their oath?

No, I would not.

(The above testimony all objected to.)

Cross-examination subject thereto.

I have been doing business for Mr. Urquhart and Mr. Pilling; some two years ago, as near as I can recollect; neither of those men—Pilling or Urquhart—owe me anything; it depends upon circumstances whether Urquhart owes me or not; if he was one of the firm of Parton, Horter & Co. he does owe me.

In chief.

Question. Have you not understood always that Mr. Urquhart was one of the firm?

I have, and looked upon him as the whole firm; the reason I did so was, because the business of Parton, Horter & Co. seemed to be under his supervision; he was consulted in reference to everything that was done; Mr. Parton, one of the firm, told me David C. Urquhart had signed articles of agreement; this, also, made me think he was one of the firm.

(Signed) ABRAHAM CAPPEP.

Sworn and subscribed before me, this 12th day of June, A. D. 1857, C. P. STRATTON, *M. C. C.*

Passmore Williamson, a witness produced on part of defendants, being duly sworn, saith:

I live in Philadelphia; am a conveyancer; Mr. Urquhart came to my office in July last; it was the next day, or next but one, after the proposed sale of Bloomfield, which was stopped by injunction; it was about July last; after introducing himself to me, he stated his object in coming to be, to obtain my services in influencing Edward M. Davis to stay further proceedings upon his mortgage on the Bloomfield property; this was the day after, or the day after but one that the injunction had been served by Mr. Urquhart; he stated that if the property had been sold or had been a forced sale, it would have been a great sacrifice; he knew the parties who were there prepared to bid for it, and the prices they proposed bidding; I asked him the reason upon which the injunction was founded; he said it was the irregularity or informality of the proceedings; that if the sale had gone on, the property would have been sacrificed, his family turned out of house and home, and his debts unpaid.

Question. Did he pretend or intimate on this occasion, that the mortgage for $10,000 on Bloomfield farm, held by E. M. Davis & Co. had been paid or satisfied?

Not in the least, but expressed a desire to pay E. M. Davis and his other creditors in full. That he desired to pay Mr. Davis and his other creditors. I understood him as referring to the claim that was pressing a sale of the farm. He stated the object of the injunction was to gain time, or words to that effect; that if he could sell at private sale, it would realize enough to pay all and he have something left. He wanted me to see Mr. Davis for that purpose. I told him Mr. Davis' mind was made up. I declined to see Mr. Davis on these grounds.

Question. Were you, on the occasion of this sale, at Eng-

lish's hotel, on the day before this conversation, or the day but one?

I was there.

Question. Did you listen at the side door to anything that was going on with Urquhart, or anybody else? Were you listening at all?

No Sir. I was a stranger to all there except Mr. Wharton. Did not know Mr. Urquhart at the time. He made an apology to me the day he came into my office, for not having spoken to me; said he did not know my connection with Mr. Davis or Mr. Wharton, or he should have spoken to me.

Cross-examination, saith:

Question. Are you the Passmore Williamson who was committed by Judge Kane for contempt of court, in reference to the habeas corpus to produce the slaves of Mr. Wheeler?

(Objected to as irrelevant and improper.)

I am.

Question. Have you since commenced an action against Judge Kane, for damages for unlawful imprisonment?

(Objected to for the reasons above.)

I have, and the action is now pending. I can't say I have known Mr. Urquhart at all. I saw him serve the injunction upon the sheriff the day of the sale, and he came into my office the day after, or day but one. Do not know that I should know him if I should meet him. I made no memorandum of the conversation I had with Mr. Urquhart, at the time. I spoke to Edward M. Davis about this conversation a few days after. I spoke to him first. I have recited the general purport of my conversation with Mr. Urquhart, and the object of the interview. I don't pretend to remember the language, or the order. I remember the facts. I only state from memory. I made the inquiry upon what ground the injunction was obtained. It had been a matter of some speculation and wonder. I remember he made the reply that it was for some irregularity or informality of proceeding, but did not give the specific ground. He did not state more particularly, except that it was to prevent the property from being sacrificed, as he knew it would have been if sold at that time. I never had but one interview with him. I saw Mr. Urquhart in conversation with Mr. Wharton at the hotel at the sale in the same room that I was. I walked through the room. I was hunting for Mr. Wharton. After the sale was stopped, Mr. Urquhart called Mr. Wharton one side. After waiting some little time I went to hunt for Mr. Wharton, and found them talking together. I am doing busines with my father. The firm of E. M. Davis & Co. are customers of ours, and have been for years. My father is Thomas Williamson. I came here at Mr. Dudley's request.

In chief.

I remember the conversation with Mr. Urquhart, because it made a stong impression on my mind.

(Signed) P. WILLIAMSON.

Sworn and subscribed before me, this 12th day of June, A. D. 1857.

C P. STRATTON,
M. C. C.

Adjourned to three o'clock P. M.

Three o'clock P. M.—Examination resumed, according to adjournment.

Washington Horter, a witness produced on part of defendants, being duly sworn, saith:

I was a member of the firm of Parton, Horter & Co. The indebtedness of Wm. R. Gries to E. M. Davis & Co. I think was about $30,000 at the time Parton, Horter & Co. commenced business in the place of Wm. R. Gries & Co. and which they agreed to pay. The debt was increased by Parton, Horter & Co. about $5000, making the total in the neighborhoood of $35,000. E. M. Davis and Co. agreed to take some ground rents on property in Kensington, to the amount of $12,800. That is the price at which they agreed to take it in part payment. Mr. Urquhart agreed to build those houses for us; we were to supply him with funds to enable him to carry out that agreement. We gave him a paper, authorizing him to appropriate money in his hands to enable him to advance to J. C. Rogers to build the houses. I suppose he had at that time assets of the firm in his hands sufficient to enable him to build these houses. The mortgages on the property were to be cleared off. The price of this land was to be $12,800, with the houses built, and the incumbrances cleared off. Mr. Urquhart agreed on his part, to erect these houses out of the assets in his hands. He held the mortgages at that time. He was to have them cleared with our assets, for the purpose of giving the ground clear to E. M. Davis.

Being shown a paper marked (Exhibit A3, of defendants,) says:

That is my signature as subscribing witness. Mr. Urquhart did not build those houses. I think Mr. Urquhart was a partner of the firm of Parton, Horter & Co. He supplied me with ten thousand dollars, I put in the firm. Parton was to have one-third, Urquhart one-third and I one-third; and out of mine was to come the salary of a clerk. The $10,000 put in by Mr. Urquhart was at the risk of the business. It was not a loan direct to me. It was understood to be my capital. I think the amount of bills receivable and accounts put in Mr. Guillou's hands, was about $9000. I should suppose them to be worth two or three thousand dollars. They are bad debts and suspended accounts. Mr. Urquhart told me late in last fall, I was anxious to get released from my creditors, and thought if Mr. Urquhart would consent to add the assets which he held in Mr. Guillou's hands to those which my assignee, Mr. Bosbyshell held, I might, by offering them to the creditors, obtain a release. I accordingly called on Mr. Urquhart and stated my desire, to which he most willingly assented, saying, in effect, that these assets in Guillou's hands, were entirely under his control, and he would be ready any moment to have them transferred to my creditors, when they saw fit to accept my proposition. I called a meeting of creditors accordingly, and stated to them from my assignee, that if they would release me from any further liability, my assignee and Mr. Urquhart were ready to have these assets

handed over to them. They declined. Nothing more has been done since. Mr. Urquhart is a brother-in-law of mine.

Question. Has Mr. Urquhart ever told you that E. M. Davis & Co. were to be paid the $10,500 they advanced to John B. Myers & Co. on account of the mortgages on the Jersey property. Out of the Jersey property; I mean the Bloomfield property?

He has. I can't remember distinctly how lately. About the time the negociation was pending between Mr. Urquhart and Mr. Davis, He told me that in consideration of their helping him out of this dilemma he was placed in with Ellis Pilling and John B. Myers & Co. he was to hand E. M. Davis & Co. the two mortgages on the Kensington estate, and they to hold as security for the $10,500, the securities then held by John B. Myers and Ellis Pilling.

Question. Do you mean the mortgages on the Jersey property?

Yes. I do not remember that the mortgages on the Kensington property were to be credited to Parton, Horter & Co. Those mortgages on the Kensington property naturally belonged to E. M. Davis & Co. on account of the previous transaction. Those mortgages were in thehands of Mr. Urquhart at that time; and I supposed he had sufficient funds of the firm to make them clear to E. M. Davis & Co. After we stopped payment, David C. Urquhart got possession of all the most valuable of our assets. I think it was in April or May, 1854, we stopped paying the notes of Wm. R. Gries & Co. Our first paper did not mature till October. It was not paid. think it was in the neighboorhood of July or August that Urquhart got possession of the securities and stock. The stock that Urquhart got possession of, at cost, was worth $16,000, or in that neighborhood.

Question. Had he not ample in his hands to put up those Kensington buildings and clear the ground of incumbrance?

I suppose he had.

Question. What is Mr. Urquhart's character and reputation for truth and veracity?

(Objected to.)

I prefer not to answer. Mr. Dudley does not press an answer.

(All the previous testimony objected to as incompetent and illegal and cross-examination made subject thereto.)

Cross-examined, says:

The feelings between Mr. Urquhart and myself are friendly so far as I am concerned; cannot tell about him. We have had no quarrel. I have had no talk with him since last winter; have not seen him since; we met at Mr. Carrell's on account of the sickness of our mother-in-law; there our intercourse was friendly. It was considerable time previously since I had seen and talked with him. There has never been any misunderstanding between us in relation to any matter. I have seen and conversed with him within two years, besides the time we met at our mother-in-law's. I saw him several times when we were trying to make that arrangement with my creditors. I think that was last fall. I saw him at Bloomfield and in Philadelphia. I live in Philadelphia. All I know about the securities left in the hands of Guillou by Urquhart is, that they were open accounts and bills receivable. They were

those that had belonged to the firms of Wm. R. Gries & Co. Parton, Horter & Co. and Washington Horter. I know nothing about the Marter judgment, or the two Pitfield mortgages. When I refer to the accounts left there being worth two or three thousand dollars, I refer to the book accounts and bills receivable.

It was about the time the matter was negotiating between E. M. Davis & Co. and Urquhart, that Urquhart told me he was to pay E. M. Davis the $10,500 out of the Jersey property. I do not know whether this was in Philadelphia or at Bloomfield. I can't remember whether it was at either of those places or at Camden. I do not remember any body being present but Mr. Urquhart and myself. I do not remember anything else that was said; our conversation was general. I do not remember anything particular he said at that time. I do not remember whether the conversation was morning, noon or night. Think it was in the day time. Made no memorandum of it. Do not know that I have ever related the conversation to anybody before. I cannot explain how it was found out that I had had this conversation. I speak of this conversation from memory, not having related it to anybody till now. I think it was ten days or two weeks since I was applied to, to be a witness here, by Mr. Burton. Mr. Burton told me what he wanted me to prove. He told me he wanted me to prove what I have now stated here. He came up and had a conversation with me and asked me questions in regard to what I knew. It was in that way I came to be here. Nobody else had applied to me. I am in the dry goods business. Mr. Urquhart furnished me with $10,000; do not remember the amount of cash; in the neighborhood of $9,000; there were two notes. With the cash and the notes, I think it fell a little short of ten thousand. Our firm was organized in Jannary, 1854. We gave eight months paper for our goods. We paid none of them. I can't tell how much money Mr. Urquhart furnished the firm beside the ten thousand dollars. Our firm made arrangements to pay the liabilities of Wm. R. Gries & Co. I knew of some four or five thousand dollars of notes of Gries to E. M. Davis & Co. that our firm paid. We assigned to E. M. Davis some $15,000 worth of accounts, beside the Kensington property, (which was to be clear of incumbrance and houses put up.) When I went into the firm I found some old and very bad accounts; can't say it was insolvent. The stock consisted of stock, accounts and real estate. When I went into the firm the assets were not sufficient to discharge the liabilities.

In Chief.

Question. Did you go into this firm on Mr. Urquhart's representations?

I did.

Being shown two papers (marked B3 and C3, of defendants,) says:

This is a list of the $15,000 of securities or accounts I have mentioned transferred to E. M. Davis & Co. The securities in this paper are all I know of transferred to them. I do not mean to say respecting the conversation I had with Mr. Urquhart, that I had never mentioned it to Mr. Dudley or Mr. Burton. The signatures to those papers, (Exhibits B3 and C3,) are mine. I think it was

about four or five thousand dollars our firm paid to E. M. Davis & Co. of Wm. R. Gries and Co's notes. I can't be certain.

(Signed) WASHINGTON HORTER.

Sworn and subscribed before me, this 12th day of June, 1857.

C. P. STRATTON,
M. C. C.

The examination of witnesses adjourned by request of Mr. Dudley and consent of the opposite party, to Monday next, 15th June, instant, at ten o'clock A. M.

Monday, June 15th.—Examination proceeded according to adjournment. Mr. Voorhees present on part of complainants and Mr. Dudley on part of defendants.

Benjamin W. Cooper, a witness produced on the part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I purchased the Bloomfield farm of Charles Wharton, in December last.

Being shown a paper (marked Exhibit D3, on part of defendants), says:

This is the deed from Wharton to myself. I took it to the clerk's office, and delivered it to Browning, clerk.

Being shown a paper (marked heretofore Exhibit 76,) says:

This is the order I gave to you (Mr. Dudley) to get the deed. This is my signature. The reason for my giving this order was, that I heard of an injunction being granted, staying the sale by the sheriff, which I knew nothing of when I accepted that deed. Thos. H. Dudley gave me that knowledge in the streets of Philadelphia the same day the deed was left for record. The negotiations for the purchase of this farm had been going on for three or four months at least before this. The sale was a bona fide one. It was a bona fide purchase on my part. The property was afterwards conveyed back to Wharton by myself and wife.

Being shown a paper (marked Exhibit E3, of defendants,) says:

This is the deed conveying the property back to Wharton; my recollection is, it was executed about a week after the execution of the other deed; the conveyance of this property back was on account of the bill being filed in this case, and injunction being granted; it was for that cause alone, and for no other; I did not wish to be involved in any law-suit; I never had been; I know the twenty acre tract known as the brick yard tract, adjoining the Bloomfield farm; I would not be willing to give more than $75 per acre for that tract, in any case; I do not think it is worth anything more; I refused to buy that in connection with the other, for I did not think it worth the amount asked for it.

(The whole of the above testimony objected to, together with the exhibits under it, and cross-examination made subject thereto.)

Cross-examined.

I am a farmer; have never engaged in the business of brick-making; I am not acquainted with it at all; when I speak of the

value of land, I speak of it for agricultural purposes; I should not like to make an estimate of that land for brickmaking purposes; do not think I am competent to do that.

In chief.

Do not know whether the clay there is fit to make good brick; I know where the Halzell field is; I am acquainted with that 22 acres; there can be no buildings on it.

(Objected to.)

(Signed) BENJ. W. COOPER.

Affirmed and subscribed before me, this 15th day of June, A. D. 1857. C. P. STRATTON, *M. C. C.*

Joseph D. Folwell, a witness produced on the part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I am the agent for the Delaware Mutual Safety Insurance Company of Philadelphia for Camden county; I am acquainted with the seal of that company, and with the signatures of the president and secretary.

Being shown a paper (marked Exhibit F3, of defendants,) says:

That is a policy out of the office of that company; the signature W. M. Martin as president, and of Henry Lylburn as secretary, are the proper signatures of those officers; the seal upon this policy is the proper corporate seal of the company; Mr. Martin and Mr. Lylburn, both live in Pennsylvania; the signature to the renewal on the back, I knew; it is that of W. D. Cowan; the Bloomfield villa therein described, is on the Bloomfield farm; the company above is located in Philadelphia.

(The whole above testimony objected to, and the Exhibit under the same.)

Cross-examination waived.

(Signed) JOS. D. FOLWELL.

Affirmed and subscribed before me, this 15th day of June, A. D. 1857, C. P. STRATTON, *M. C. C.*

Adjourned to three o'clock, P. M.

Three o'clock, P. M. Examination resumed according to adjournment. Parties present as this morning.

James Lanning, a witness produced on the part of defendants, being duly sworn, saith:

I reside in the city of Philadelphia; am a merchant; I am thirty-two years of age; I know Ellis Pilling; have known him about eight years; I know David C. Urquhart; have known him nine years.

Question. What is the reputation of Mr. Urquhart and Mr. Pilling, for truth and veracity?

Bad.

Question. Would you believe either of them upon his oath.

I would not.

(The above testimony objected to.)

Cross-examination waived.

(Signed) JAMES LANNING.

Sworn and subscribed before me, this 15th day of June, A. D. 1857, C. P. STRATTON, *M. C. C.*

Thomas B. Atkinson, a witness produced on the part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I reside in the city of Camden; am about 43 years of age; I represent the city of Camden in the legislature of the state of New Jersey at the present time; I know David C. Urquhart; I have had some little acquaintance with him since he took possession of Bloomfield farm about two years since; I think I have been acquainted with him about two years.

Question. What is his reputation for truth and veracity:

I should think it bad, as far as I know, and can hear of him.

Question. Would you believe him on his oath?

I should hardly be willing to.

(The above testimony objected to.)

Cross-examination waived.

(Signed) T. B. ATKINSON.

Affirmed and subscribed before me, this 15th day of June, 1857. C. P. STRATTON, M. C. C.

Examination adjourned to Wednesday, June 17th, at 10 o'clock, A. M.

Wednesday, June 17th, 10 o'clock, A. M.

Examination resumed according to adjournment. Messrs. Voorhees and Browning present on part of complainants, and Dudley of defendants,

John B. Myers, a witness produced on the part of defendants, being duly sworn, saith:

I am a member of the firm of Myers, Claghorn & Co. that firm is in the city of Philadelphia, where I reside; we are auctioneers and commission merchants; I have no interest whatever in this suit.

Being shown papers marked (Exhibits 21 and 20,) being bond and mortgage on Bloomfield farm, says:

This bond and mortgage is executed to me; they were handed to us by Ellis Pilling; the first advance we made on them was January 14th, 1854; I suppose they were placed there before; it was placed in our hands by Ellis Pilling, upon which we made an advance of our note of that date, at six months, for ten thou-

sand dollars; we also received at the same time, a mortgage from him of Cater's, of five thousand dollars; this mortgage was from Gries to Cater.

Being shown papers (Exhibits 34 and 35,) says:

This is the bond and mortgage last referred to, for which we received from Mr. Pilling a receipt, as for his accommodation; this receipt we have in our possession, and have had ever since; in addition to the two mortgages above specified, we received 29 notes, amounting to $8,792.50; this receipt signed by E. Pilling, has been in our possession ever since.

Being shown a paper, marked before (Exhibit E,) says:

This is a copy of the receipt referred to; these two bonds and mortgages, and twenty-nine notes, were placed in our hands as security for our advances in notes; I think there were more notes than one; I think there were four, of $2,500 each; we received four corresponding notes from Ellis Pilling, falling due a few days previous to ours; our notes were payable in six months; at the end of six months we paid our notes; on the 13th of July, Mr. Pilling made application to us for a renewal of the transaction; we had in our possession at that time the securities mentioned above; and he gave us, in addition to these, a ground rent of a thousand dollars; a mortgage of Urquhart's, for five thousand dollars, bond and mortgage.

Being shown Exhibits 30 and 31, says:

These are the ones; we issued to him our notes for $10,000 again, payable in five months, dated June 17th, in renewal of the first ones we had issued: he executed his own notes again to us at that time, for the amount of $10,000 which were to come due a few days before our own; Mr. Pilling gave us another receipt, dated July 13th, 1854, which I now hold in my hands; this receipt we have had in our possession ever since.

Being shown paper, (marked Exhibit C,) says:

This is a true copy of the receipt last above referred to; when our notes given in July, came due, they were paid; Mr. Pilling's which were given at that time were collected through bank; in November there was a renewal of the same transaction; that is new notes were given in renewal of the other ones; November 15th, this transaction was renewed for four months again; we issued our notes for $10,000 payable in four months; and Pilling issued his for the same amount, payable a few days before ours became due; Mr. Pilling gave us another receipt, November 15th, 1854; I now hold it in my hand? this receipt is in our possession, and has been ever since it was given.

Being shown a paper (marked Exhibit D, of defendants,) says:

This is a copy of the receipt last above referred to; the last notes above mentioned, would come due March 18th; our notes last above mentioned were paid; Mr. Pilling's, that were given, were not paid; they remained unpaid until the bond and mortgage on Bloomfield farm were assigned to E. M. Davis.

Question. Was this bond and mortgage for $10,000 on Bloomfield, together with other securities repledged to you in February, 1854, by Mr. Pilling?

They were already in our hands you know; so far as stating

any collaterals held in our hands securing us against any indebtedness of Mr. Pilling, they were so repledged; and I have the agreement in my hands; I don't say they were repledged; they were already in our hands, and by his agreement we already held them as security against indebtedness of E. Pilling; I hold the original agreement in my hands, dated February 17th, 1854, signed by E. Pilling, Charles Murphy and D. C. Urquhart witnesses; the signature of D. C. Urquhart there, it is my impression, is the proper handwriting of Urquhart; this is Ellis Pilling's signature to the best of my knowledge.

(Being shown a paper marked by defendants Exhibit G, 3,) says:

This is a true copy of the agreement above referred to.

(This Exhibit objected to.)

Being shown two papers, marked Exhibits 32 and 33, on part of complainants, says:

These papers were executed by me, transferring the two mortgages on the Jersey property to E. M. Davis, and the two on the Kensington property to Jonathan P. Burton; I had authority, or we had, to transfer the bonds and mortgages therein named; the original of this authority I hold in my hand, signed by E. Pilling; this is in our possession now, and always has been.

(Being shown a paper marked Exhibit 22, of complainants,) says:

That is a true copy of the paper or order last above referred to; under this authority we executed the assignments above spoken of; on account of this assignment we received from Edward M. Davis & Co. $10,500; this money was paid about the time the assignments were executed, probably a few days after; It was paid however by E. M. Davis; the exact date I do not remember, and that amount credited to E. Pilling; the amount of Pilling's indebtedness at the time this transfer took place was several thousand dollars over and above the $10,500 received from E. M. Davis; Mr. Pilling states it in this transfer, which I have no doubt is right, forty-seven hundred and twenty-three dollars, ninety cents ($4,723.90.)

Question. Was the loan of $10,000 made by you in January, 1854, included by you in the amount which was due and owing to you by Mr. Pilling, when this transfer took place?

Yes; at the time when this transfer was made to E. M. Davis, the notes of E. Pilling given in November, 1854, were remaining due and unpaid; the notes for $10,000, we then held the notes at that time in our hands unpaid; prior to this we had notified Mr. Pilling we wanted the account paid by a letter, a copy of which I hold in my hand, (this copy, marked Exhibit H 3, on part of deft's. dated May 17th, 1855,) the letter of which this Exhibit is a copy, we sent to Mr. Pilling; when this mortgage on the Bloomfield property was thus transferred; it had never been in any manner paid or satisfied; we looked upon that as one of the most valuable of the securities; many of the bills receivable we were not well acquainted with; we never received anything on account of this loan we made to E. Pilling of $10,000 till we were paid the $10,500 by E. M. Davis & Co. although the notes given by Pilling in exchange for our own were paid, yet I consider he got others from us in renewal of

the same until the last became due; these last were charged in account against Pilling, and we gave him credit for the money received of E. M. Davis & Co.

Question. Did either Mr. Pilling or Mr. Urquhart ever pretend to you before this mortgage was assigned to E. M. Davis, that it was in any manner paid or satisfied.

No; he (Urquhart,) sent us a letter which may be construed, or may not, to mean that it was paid; I do not construe it so; the original of that letter, I now hold in my hand.

Being shown a copy of letter, marked Exhibit No. 58, of complainants, says:

That is a true copy of the letter referred to; this information was in consequence of something that had taken place between Urquhart and Pilling.

Being shown a letter marked H, H, says;

This is the letter we sent in reply to the one above mentioned, (Exhibit 58.)

Question. Did you ever receive any other information either from Urquhart or Pilling, except what is contained in this letter, (58,) about this mortgage being paid, satisfied or worthless, either verbal or in writing?

No.

Question. Did Mr. Urquhart state to you, in any conversation you ever had with him, that this mortgage was valueless?

I have no knowledge of any such conversation; there was no other correspondence between myself and Urquhart and Pilling in reference to this transaction, except what I have mentioned; I know of none besides; there was never any correspondence, to my recollection, between me and E. M. Davis, or Burton, in reference to this transaction; I met Mr. Pilling and Mr. Urquhart at Mr. Guillou's office; the exact date I do not remember, but have no doubt it was about the time of the date of the order for the transfer of Pilling's, which is dated about October 5th, '55; I have no recollection of more than one visit at the office of Mr. Guillou with Mr. Pilling, and that was the time above referred to; I do not know whether I went with him there; I met him there at any rate; whether I proceeded there with him I am not certain.

Question. I see by looking at the assignments, the two deeds of assignment; the words "without recourse or reclamation to me in any event or contingency whatever," are used; why is that used?

It is usual for us to do so; that is our custom in assigning bonds and mortgages in such instances, instances where we make advances; it was not because I had any doubts.

Question. Do you intend to convey the idea, by putting in those words, that there was any thing wrong about the bond and mortgage?

Far from it; I had no idea but it was all right and straight; there were one or more mortgages deposited with us as security, besides the two Kensington mortgages, the Brickyard and the Bloomfield, I think; that is my impression; but this is more particularly Mr. Claghorn's department; he will know about it; I

have no recollection that Mr. Urquhart ever told me he had settled with Pilling for the mortgage of $10.000 on Bloomfield; I think I obtained my first information of the suit of Hall vs. Urquhart from you (Mr. Dudley,) in the matter of the foreclosure; I was never served with process; we had merchandize deposited with us by both parties, by Urquhart and Pilling; in August, 1854, we had an invoice of goods deposited with us by D. C. Urquhart, as attorney, upon which we made him an advance; we made him an advance in our notes of $4,700, made him on three distinct days, the 3d, 4th, and 5th of August, 1854; we had no other transaction about that time with Urquhart; we sold the goods deposited with us as above, on the 25th of March, by order of Mr. Pilling; Mr. Urquhart having given us notice of transfer of them to Pilling; on the 10th of March, 1855, we received such notice; I will furnish a copy of this paper; (said copy, marked Exhibit I 3, on part of defendants,) the aforesaid notice of transfer is in the handwriting, and the signature is that of Mr. Urquhart.

Being shown a paper (a copy of which is marked Exhibit J 3, on part of defendants, dated March 16th, 1855,) says:

This is the order of Pilling to sell the merchandize consigned by Urquhart to us.

Note.—It is agreed between the parties, that *copies* of the papers produced here this morning by Mr. Myers, and offered as exhibits may be used before the chancellor, but that the *originals* shall be used before the master for the purposes of the examination.

Witness proceeds.

We sold these goods under this order. The goods were sold March 26th, 1855, netted fifty-two hundred and two dollars twenty-seven cents. Pilling was debited with the amount of notes advanced to Urquhart, and credited with the amount of the sales. This was after we received notice of assignment. I have no doubt Urquhart was credited at the same time with the amount. We took no notes from Urquhart, or for Mr. Pilling either, on account of this transaction of the goods.

The whole testimony of Mr. Myers is objected to, and the cross-examination made subject thereto.

Cross-examined.

I am now, and was, at the time of these transactions, very extensively engaged as an auctioneer in the city of Philadelphia. In that business we are now and were then in the habit of making very large advances upon notes and goods deposited with us as collateral. Our business is about the largest of that kind in Philadelphia. We keep books of account and memoranda of all our transactions. When matters of business with us are closed, I rely upon our books and my recollection, for my knowledge of them. I have six partners besides myself. Mr. Claghorn and Mr. Durborrow are confined more particularly to the books as their department. Mine is a general supervision. I am chief salesman; write most of the letters. I think I have some recollection aside from our books of this original transaction of the $10,000. I do not recollect that the application for $10,000 was for Mr. Urquhart to go into business in Strawberry street, but I remember that Mr. Pilling called to get an advance upon this Bloomfield

farm. I remember that Mr. Pilling was accompanied, in one instance at least, by Mr. Urquhart. That was previous to the consummation of the transaction which took place with Mr. Pilling. The bond and mortgage were executed before the transaction was consummated. I do not know why this was done. My counsel was usually Joseph B. Townsend. The transaction was with Mr. Pilling, and my impression that the mortgage was handed to me by him, is only because the transaction was with him. It might have been our attorney; it could not have been Mr. Urquhart; I should have remembered it. I cannot tell why David C. Urquhart and wife executed a mortgage direct to me, to secure Ellis Pilling's notes. They were very intimate. I received that mortgage simply as a collateral for the notes we gave Pilling. That was the only consideration we gave for it. We advanced our notes and took the mortgage with other securities as collateral security for them. After Mr. Urquhart's letter, Mr. Pilling and Mr. Urquhart spoke to me about this matter. Before that time I have no recollectton that Mr. Urquhart had spoken to me about the subject. I mean the letter I now hold in my hand, a copy of which is marked Exhibit No. 58. Everything relating to that bond and mortgage until after I received this letter was between myself and Mr. Pilling. Mr. Urquhart was present at the time it was agreed to transfer to E. M. Davis & Co.

Being shown Exhibit No. 19, of complainants, says:

This is the writing of some of our people. There is no doubt but this is the writing of some of our concern. I can't tell who wrote this; two of our men write so much alike. This is legitimate. I have not our books here.

Witness being shown Exhibit 72, of complainants, says:

That looks like Mr. Claghorn's writing. It is my impression it is an account current rendered Mr. Pilling.

Being directed to the items on the credit side, of October 5th, 1855, says:

I have no doubt the $10,500 there is the money received from E. M. Davis, and the $1000 above the money we allowed Pilling. Mr. Townsend was our counsel at that time—Joseph B. He was at Mr. Guillou's office when this thing was consummated. Came in shortly after. This is the only time I remember being there. The conference between the parties took place there, but no papers were drawn up there. The parties were, Mr. Townsend, Mr. Guillou, Mr. Urquhart, Mr. Pilling and myself. We were there; the agreement we made there was afterwards carried out by the execution of the proper papers. The inducement to us to allow Pilling a thousand dollars, was to have the matter amicably settled; to get rid of it. This account current (No. 72) I have no doubt gives a true account of matters between those dates. I have no doubt we have the bank book acknowledging the payment of the notes of Pilling, in July, 1854. According to my recollection, the original notes of Pilling given, and which became due several days before ours, were paid at maturity. At any rate they were collected though bank, but at the same time, or about the same time he received others from us, in the place of those. My impression is, they were given to him the same day his own became due. Our books would contain an account, or memorandum of this. If notes were given they would be carried to

Mr. Pilling's account; he would be debited with them. I presume our receipt book would show the notes given to Pilling. The subsequent notes given to Pilling were given as a continuation or renewal of this transaction. The renewed notes were given for ten thousand dollars. That $10,000 would be carried to Mr. Pilling's account. I do not see that the $10,000 appears in this account current. I mean the ten thousand dollar transaction in July, 1854. I can only account for it by supposing that one balanced the other, and that the old notes were given up, and new ones taken in their place. If the notes were given up in place of others, there would be no credit for them in the bank book. I have a receipt, of July 13th, 1854, of Mr. Pilling, for our notes of $10,000. I hold the original in my hand (copy is Exhibit C.) This receipt says nothing about renewal, but a subsequent one does. This receipt, I presume, is in the handwriting of Mr. Potter, one of our clerks. I wish to state that in this account current I see no debit or credit of the ten thousand transaction, until March 16th, 1855, when the advance we made of $10,000 became due, he was debited with it; and on the 5th of October he was credited with the ten thousand five hundred from which, I presume, the previous transactions closed each other up to the time the renewal was made, and it was charged to him, and became due and remained unpaid March 16th. The receipt December 7th, 1854, is an entirely different transaction. Our transactions were very numerous. My impression is, we held a bond and mortgage from Pilling himself to me. The receipt November 15th is in Mr. Claghorn's handwriting.

Adjournment to 3 o'clock P. M.

Three o'clock P. M.—Examination continued according to adjournment. Parties present as this morning. Cross-examination of John B. Myers resumed.

Being shown a paper (marked Exhibit No. 80 of complainants,) says:

This is an account rendered by our house to Ellis Pilling. It is my impression it is the handwriting of Mr. Claghorn. We collected a part of the collaterals mentioned in No. 19, and passed them to Mr. Pilling's account. By this account it appears he got $3000 February 17th, 1854. That $3000 I presume was paid out of part of the collateral notes mentioned in Exhibit No. 19.

Question. When the notes of November 15th, 1854, came due in March, did not Mr. Pilling give his check for $10,000?

That is more than I can tell. The charge of March 16th is for these notes unpaid in our hands, I presume. At this time it became a cash advance. He got no extension of the notes on the transaction which probably arose from our desire to bring this transaction to a close. I have no doubt that such transactions did occur as our keeping Pilling's check as cash. This is more in Mr. Claghorn's department. I have no recollection or memorandum of what the third invoice of goods brought. I am not aware of any invoice of goods of the first of August. Mr. Claghorn can answer that. I cannot state whether the notes of Pilling given in July were collected through bank. If so, our bank book will show.

Note.—Mr. Dudley accepts notice from Mr. Browning to produce the bank books of Myers, Claghorn & Co.

These receipts of Pilling to which I have referred were in most instances received by Mr. Claghorn. My information is mostly derived from these receipts, and from Mr. Claghorn. I am positive in my assertion. My knowledge of these transactions arises as well from the conversations Ihave had with Mr. Pilling as from the papers and conversations I have had with my partner, Mr. Claghorn.

Question. Can you remember any conversation you ever had with Mr. Pilling, in reference to these matters, with sufficient accuracy to state it?

The conversation we had at the time he made application for the advance, and also at the time when he had the transaction renewed in July, 1854. The conversation I had with him was first when he made application for an advance on this Bloomfield farm, and when he applied for renewal, on or about the 13th of July. There might have been other periods. At the first time he made a statement in regard to the securities offered. He might have made other observations. I have no question he stated the collaterals were good, and spoke of the value of the property. That was the amount of the conversation. I do not remember the particulars of the conversation. Aside from the application for the loan, I do not remember anything else he said. It took some time after the matter was talked of, before it was consummated. I recollect being examined previously before Mr. Howell.

Question. Did you not state on that occasion, that you had no other knowledge of these transactions, than what you gathered from the receipts?

I might, but I suppose I had stated previously that an application had been made for the money by Mr. Pilling. I stated this morning that my first knowledge of the foreclosure suit of Hall was from Mr. Dudley. That is my impression. He stated suit had been begun in my name. That they had to use my name. This was after the reference was taken. At the time he called on me I had transferred the bond and mortgage to E. M. Davis. I can furnish you with the whole account of Urquhart and Ellis Pilling from January 1st, 1854, and will do so.

(Mr. Dudley objects to any such statements being furnished to complainants, as being irrelevant.)

We never since this time had any account current with David C. Urquhart, it was only a single account.

In chief.

Question. Did you not know that these transactions that you have spoken of above were going on at the time, and were you not consulted by your partners in reference to them?

Oh yes. In reference to matters where advances were to be made, I was always consulted, and therefore knew that these transactions were going on with our house.

(Signed) JOHN B. MYERS.

Sworn and subscribed before me, this 17th day of June, A. D. 1857.

C. P. STRATTON,
M. C. C.

Adjourned to to-morrow, June 18th, 9 o'clock A. M.

June 18th, 9 o'clock A. M.—Parties present at hour and place of adjournment. Examination continued on the part of defendants.

Washington Hall, a witness produced on the part of defendants, alledging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I live in Camden. I am 45 years of age. I am acquainted with E. M. Davis & Co. and was acquainted with the firm of Parton, Horter & Co. I was in their employ. Mr. Urquhart took an active part in the affairs, and business of Parton, Horter & Co. Cannot say he took a leading part. I was there when they failed. I was there when the goods were removed. The goods were removed, most of them, while I was away at dinner. I can't say who took them from personal observation. I did not see any of them go.

Question. Did you undertand at the time who took them? (Objected to.)

Yes, I did; it was a young man in the employ of Mr. Urquhart, I understood; do not know his name; I know of some bills receivable and accounts being assigned over by that firm to E. M. Davis & Co.

Being shown Exhibits B3 and C3, says:

One of these was witnessed by me, the other not by me. One of the assignments for a part I witnessed (Exhibit C3). The other assignment (B3,) is for the other part. I know John Demuth, the subscribing witness to B3. He is in Iowa. E. M. Davis & Co. placed some of these accounts, all those that were in the city, in my hands soon after for collection.

Being shown a paper (marked Exhibit K3,) says:

This is a statement of those accounts and bills receivable. It is correct, I think; it is a list of the papers, &c. mentioned in the two assignments. I have more or less knowledge of all those accounts in the city and country. I knew of all those in the city; they handed me these accounts for collection, for which they paid me a commission. They handed them to me soon after; some few weeks; they were transferred.

Referring to a memorandum, witness says:

The date is 8th month 9th, 1854. I can speak of the city accounts in this list, from my own knowledge, and some of the country ones, but not all. J. W. Elliott, of Pittsburg, (No. 1 of list,) has failed. No. 2, J. B. Haines, I don't know about. No. 5, don't know. No. 11, don't know anything about. I know that Phillip Graff had a note which he held as an offset; do not know what disposition was ever made of it. No. 12, Davidson, two hundred and forty dollars has been paid on, which was all that was due on this account; the balance was not due; she did not owe it. No. 13, Morris, the $200 was here paid, and the balance thrown off as a compromise. No. 14, one hundred and forty dollars is all that has been collected here that I know of. The following accounts were in my hands: Nos. 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 38 and 39. No. 15 was not settled by me; the money was paid to Mr. Davis. Mr. Fanning stated he had a small offset; do not remember how much.

Question. Are the amounts in the column received opposite the above numbers that you have mentioned, the amounts that have been paid on those accounts?

Those are the amounts, and the amounts opposite in the column marked due, are the amounts that remain unpaid. Mr. Pilling got a note for account No. 38. I was told by the parties that Mr. Pilling had got a note for No. 39. I called on both partes. I know that accounts No. 36 and 37, Hall, Peoria, have not been paid. The parties failed, except a hundred dollars, which has been paid. The city accounts which remain in my hands, but little can be got out of. Kehoe, No. 19, has given up business, and there is no probability account will ever be paid. I have had charge of the accounts placed with me, from the time they were put in my hands till now.

(The above testimony and exhibits objected to, as illegal and irrelevant; and cross-examination made without waiving the same.)

Cross-examined.

Mr. Urquhart had an office in the back room, up stairs, in the building where the store was kept, at the time I speak of his taking an active part in the business; he had frequently persons calling to see him there on business; that was his place of business; his books were there; there was an account of stock taken of the goods removed from the store; it was taken by the young men of the store; Mr. Horter was there; I was there, and assisted; there was an account of stock taken; Mr. Horter was there, and I presume, approved; I do not remember that Mr. Horter assisted; do not remember seeing him do any thing in the matter; the transfers, Exhibits C 3, and B 3, were drawn up at the store in the counting room; I think they were selected from the books of Horter & Co. as the best accounts; I do not remember whether Mr. Burton was present; they were handed to me made out; they were considered good at the time; at the time these goods were removed, Mr. Urquhart still had his office at the store; he removed to Jones's Alley, shortly after the goods were removed; can't tell the date; the statement (Exhibit K 3,) is in the handwriting of Henry Earle, at present, I believe, one of the house of E. M. Davis & Co. I have compared it with a memorandum of my own, to know of its correctness; I can speak from memory as far as the round numbers are concerned; I did say the 2d column in this Exhibit K 3, marked "received," indicated the amounts paid, so far as I am acquainted with the accounts; the third column marked "due," shows the amount still due so far as I am acquainted with them; there was one account there, compromised for less than the amount calls for; Morris No. 13; the amount thrown off, was thirty-five dollars; I only speak, concerning these accounts, of those I have specified; in all cases where there was a compromise, and the amount is put down as still due, the whole is settled; I don't know of but one compromise, that of Morris No. 13; the case of Fanning was settled by Davis; I do not know of any other accounts, either of Washington Horter or Parton, Horter & Co. being assigned to E. M. Davis; do not know of any accounts being placed in the hands of Hyatt of Cincinnati, for collection.

In chief.

The handwriting of the Exhibits B3, and C3, I believe to be that of Mr. Urquhart; he was frequently consulted in matters of importance by the firm; I can't say that he was always; Mr. Urquhart attended to that part of the business which was transacted in the counting room, the financiering; he never came into the store, or gave directions there.

(Signed) WASHINGTON HALL.

Affirmed and subscribed before me, this 18th day of June, A. D. 1857.
C. P. STRATTON,
M. C. C.

William R. Gries, a witness produced on the part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I live in Philadelphia; I was a member of the firm of Wm. R. Gries & Co. I left that firm in January, '54; that firm was succeeded by Harry Parton and Washington Horter; I transferred to them all the property belonging to the firm, and they assumed to pay the indebtedness.

(Objected to.)

Being shown a bond together with a list of liabilities, (a copy of which is marked Exhibit L3, on part of defendants,) says:

This is a bond that was given by the new firm to me; the amount of indebtedness on this paper to E. M. Davis & Co. which they assumed to pay, was upwards of $30,000, a little more; there were some little floating bills not included here, which they agreed to pay, among others, was one to E. M. Davis & Co. of $345; there was one note on this list of $1483.65 due to E. M. Davis, paid by Parton, Horter & Co. also one of $1424.13; those are the only two notes I am positive they paid; they paid in amount about forty-five hundred or five thousand dollars; I am not certain of the particular notes paid.

Being shown (Exhibit No. 26,) says:

The name of William R. Gries, there, subscribing witness, is my proper handwriting; I was present at the execution of this paper; I was there at the store of E. M. Davis & Co. on that day, before Mr. Urquhart came, and till after he went away; the paper was executed at the store of E. M. Davis & Co. I don't think anything was said on this occasion I did not hear; I was there in consultation with them the whole time Mr. Urquhart was there; I remained there till after he went away; on this occasion I heard no verbal agreement made outside of this paper (No. 26,) there was none made between Mr. Burton and Mr. Urquhart; not a word was said on this occasion, about the Smythe judgment; the Bloomfield property was not mentioned; nothing was said about E. M. Davis & Co. or Mr. Burton paying Myers, Claghorn & Co. $10,000, or any other sum, for advances Urquhart owed Pilling; nothing at all was said on this occasion about the advances of Myers, Claghorn & Co. to Pilling or to Urquhart; nothing was said about E. M. Davis, or any

member of that firm purchasing the Jersey property at the sheriff's sale; Bloomfield was not mentioned; I mean Bloomfield when I speak of the Jersey property; nothing was said on that occasion about Mrs. Hall or her mortgages; I never heard her name mentioned till here lately.

Question. What property did you understand them as referring to in the latter part of that agreement?

The property that was about to be sold then was the mill property; Mr. Urquhart told me he had an offer for it then, and the nine acres adjoining; that is all the property I understood him as referring to; I knew nothing about Parton, Horter & Co. agreeing to convey to E. M. Davis & Co. some ground rents or Kensington property in part payment of their claims, till July or August, 1854; Mr. Urqunart then told me he had settled with E. M. Davis & Co. that he had paid them in twelve ground rents and bills receivable and accounts; I then asked him whether E. M. Davis & Co. knew of the existence of the $5,000 mortgage on the Kensington property, knowing that Urquhart had no right to it; he said E. M. Davis did not know it, but that it was to be quietly removed; that he had deposited the mortgage as collateral, which could not be removed just then; he told me at the same time; I remarked to him the ground rents would not be worth that sum, unless the houses were put up; he said he had reserved enough of the assets of Parton, Horter & Co. to enable him to put up the houses; this conversation was previous to this agreement being signed, a year, the conversation occurred a year before; he told he had reserved a sufficient amount of the assets of Parton, Horter & Co. to enable him to put up the buildings, and it occurs to me now, that he said he had assured Mr. Davis he would do it; he told me several times afterwards, that he had agreed to put up these buildings for E. M. Davis on the ground; and I asked him why he did not do it, or give the assets he had reserved to E. M. Davis; the houses were never built; the ground rents were good for nothing with that mortgage of $5,000 standing out against the property; they were not worth a cent; in the creation of these ground rents, it was necessary to incorporate the buildings, in order to make the ground rents available at all; I purchased the judgment of John James Smythe for Mr. Burton; I conducted the negotiations and made the bargains between them; Mr. Burton bought this judgment of Smythe's because it was the only judgment which bound a certain field he had bought of Urquhart, and he wanted to get it out of the way; this was the 22 acre field, on the Marlton road, adjoining Halzell; Mr. Burton bought the judgments to protect himself; he so stated at the time; I waited upon Mr. Smyth, and bought it for him; I gave Mr. Smythe $1,000, for the judgment $750 of this was paid to Mr. Smythe, Mr. Burton assuming the payment of attorney's fees; all that Smythe was to get was the $750; Mr. Urquhart had nothing to do with the purchase of this judgment, nor was it for his benefit in any way; at the time Burton charged me not to let Urquhart or Pilling know what I was doing; he feared, if they knew it, they would turn in and buy it themselves, and thereby get the only thing that bound his fields; Smythe told me Pilling was trying to buy it, and told him it was not worth a stiver; but that

other people told him he could make the whole amount; the object in purchasing it was to save Mr. Burton's field; it was purchased for Mr. Burton alone, individually, and outside the firm of E. M. Davis & Co.

(Objected to.)

Mr. Urquhart told me on several occasions, that he had sold this field to Burton individually, and outside the firm; Mr. Urquhart told me, (I know nothing myself,) after the sale was made, that it was sold for $7,000: he said nothing about its being clear of incumbrances.

The $7,000 was to be a portion of the settlement they made with me; they (Parton, Horter & Co.) were to give me $15,000, and $7,000 of this was to go to Burton in payment for the field; Mr. Urquhart has got the whole of this $15,000; Wm. R. Gries individually, was indebted to Jonathan P. Burton; when the firm of Burton & Gries was dissolved in 1851, the balance sheet showed $21,000 due Jonathan P. Burton, for which he agreed to take $15,000, and for which I became responsible; of this $15,000, Mr. Burton had withdrawn in merchandise, some $4,000, so that the actual amount for which I settled and gave him notes was $11,000; all that Mr. Burton got for his $11,000 was $7,000, and that was given for the field; all that he has received, it appears, is the field; I had a judgment against Marter & Son, for $5,000; that was assigned by me to Urquhart; I never saw Cater, and I understood at the time it was assigned to D. C. Urquhart, and to no one else; he never paid me anything for this assignment; the consideration for the assignment was, I had three judgments to the amount of twenty-one or two thousand dollars; I assigned all my interest in these judgments, on condition that he would get me a release from these endorsements, which he has never done; he has never given one cent consideration; the consideration was, that he was to get me released; he (Mr. Urquhart) had seen the holder of these notes, and said he could buy him off for less than $10,000; he said Leib (who held the notes) had agreed to take $10,000, and he thought he could get him off for less; services or labor done for me by Urquhart, was to constitute no part of this consideration; the condition there was the services to be rendered, and which have never yet been done; to my knowledge, nothing has ever been paid on that judgment; Urquhart told me some money had been paid, I think, he said to Mr. Mallery; I told Urquhart at the time I did not care what he made out of the judgments, providing he got me released; this $5,000 was one of the judgments; at the sale under the judgments, Mr. Urquhart told me the gross amount, was between fifteen and sixteen thousand dollars, but that when the auctioneer's commissions were taken out, it would be reduced to below $15,000; I frequently talked during the last year with Mr. Urquhart about the $5,000 judgment; we had a conversation about this very matter, early this spring; he then desired me to make a direct application for those notes containing my endorsements, and I with that view, he would immediately go and see his attorney, Mr. M'Elroy, and see whether such an application could not be made, thereby hurrying the case up, so that he could get that money; Mr. M'Elroy is a young man, brought up in Mr. Guil-

lou's office, and has his office there; do not know whether he is his partner; he did not say for what purpose he wanted the money; he said "Gries," and shook his head significantly; I said I would like to have a little money, as I was short; we were endeavoring to get a meeting of creditors of William R. Gries & Co. and Parton, Horter & Co. During this time Mr. Urquhart told me frequently there were some assets in the hands of Mr. Guillou; I think he said some $10,000, together with this judgment of $5,000, that he intended to put these in with the other assets, as an additional inducement to the creditors to give us a release; I can't specify any particular time; it was between January and November, while we were trying to get a meeting of the creditors; it was in the very early part of the spring, when Urquhart spoke to me about this Marter judgment; it was cold weather.

Exhibit 35 being shown, witness says:

That was executed for the purpose of enabling Urquhart to obtain a temporary loan upon it.

Being shown Exhibit No. 19, says:

These bills receivable Mr. Urquhart obtained from me on the same representations; that he wished to obtain a loan; not at the same time the mortgage was obtained; the mortgage was got first.

I was seated at my desk one day; Urquhart came in, in a great hurry; said he, "Gries, Townsend, who is Myers' scrivener, has not been able to get out the papers against my Bloomfield farm, and I have a mortgage here of $5000, which I wish to deposit with Myers temporarily, until Townsend gets out those papers upon which I wish to raise this sum of $5000, when I will return it to you. Mr. Urquhart represented to me that he intended to raise $10,000 on his Bloomfield property, which $10,000 he intended to put into the new concern of Parton, Horter & Co. It was in reference to this matter he spoke, when he said Townsend had not got out the papers, and that this $5000 mortgage was merely intended till he got this loan. That it was only intended as a temporary affair. I was busy when he came in, and paid no attention to whom this mortgage was given, relying upon Mr. Urquhart's statement, and executed the mortgage without any further thought of the matter. Mr. Urquhart left the store. He came in some time afterwards and said he had not been able to complete some arrangements that he had calculated upon, and asked me to give him some bills receivable; some six or seven thousand dollars, upon which he wished to raise the balance of the 10,000; also, a temporary loan. He remarked at the time that it was very important the $10,000 should be put in. The bills receivable mentioned in No. 19, are the bills I gave him at that time. I recognise every one of them. They were given to raise the additional $5000. Except the note of Pilling's at the bottom. I except that. This was the sole purpose and object upon which his mortgage and these bills receivable were handed over. Just as I have stated above. Nothing else was stated in reference to them. I did not, nor did Wm. R. Gries & Co. owe Mr. Urquhart $2500, and the notes and mortgage were not advanced

to him on any such account. Urquhart knows this. Individually, I did not owe Urquhart a cent. The firm owed him the second item in the schedule in Exhibit L3, the sum of $1200. I obtained the money from Mr. Urquhart, and the money is put down there to Washington Horter at Mr. Urquhart's suggestion. I will now say, I did a great many things at this time I would not have done upon more reflection. I then had the most implicit confidence in Mr. Urquhart. I did not know when that mortgage was executed, in whose name it was, nor for what purpose it was done. I supposed it would be used in good faith. I certainly never would have executed it if I had had the remotest idea it would be put to the use it was.

These bills receivable were not handed over on account of this indebtedness to Mr. Urquhart, nor for any other indebtedness to him, neither was the mortgage. This mortgage was not made for any interest Mr. Urquhart had in a farm in Evesham, New Jersey; there was no farm mentioned. This was one of the contemptible dodges I alluded to. If I had known such use would have been made of it, I never would have executed it. Mr. Urquhart knew this three weeks afterwards. David C. Urquhart, nor John Cater, nor anybody else ever gave me anything for this bond and mortgage. It was made solely for the purpose of obtaining a temporary loan, as I have stated. The bills receivable were obtained in the same way, and under the same representations.

Adjourned to three o'clock P. M.

Three o'clock P. M.—Examination continued, according to adjournment.

Neither I, nor the firm of Wm. R. Gries & Co. had any interest in the Evesham farm, in Evesham. Neither I nor the firm owed David C. Urquhart a stiver on account of that farm. I I have had frequent conversations with David C. Urquhart about the $10,000 mortgage executed by him to John B. Myers, upon the Bloomfield farm. Those conversations have been both before and since the assignment to E. M. Davis. Mr. Urquhart has told me that the $10,500 paid by E. M. Davis to Myers, Claghorn & Co. was paid on account of the $10,000 Bloomfield mortgage. He has told me this since the assignment to E. M. Davis & Co. He has told me this more than once since the assignment. I met Urquhart on one occasion in Chestnut street, in front of the Western Bank, Philadelphia. This was last November. He said he had just passed Mr. Davis, and that Davis looked very pleasant. He remarked that Davis would look rather pale before long; that if they didn't settle with him, he was about to do something which would make Davis look very pale, that he had not done it yet; that the papers were all drawn up, and when he once put his name to it, there was no withdrawing it. I then remarked to him, "you don't deny that Edward M. Davis & Co. advanced the money to Myers, Claghorn & Co. in good faith for the mortgage against your Bloomfield property," and he replied, "No, I do not, but they have got to settle, or else I'll do that," meaning what he said before. He said they had not done things regularly in reference to the trans-

fer, that he had them, and they did not know it. After July, 1854, and before the assignment, Mr. Urquhart frequently told me that John B. Myers held a mortgage against him for ten thousand dollars. I was trying to get a statement of the affairs of Wm. R. Gries & Co. out of Mr. Urquhart. He would turn me off by saying: "Isn't it enough that I am losing $10,000 by John B. Myers? He holds a mortgage against me for that amount." This was said a dozen times. I have never been able to get a statement from him of his affairs with W. R. Gries & Co. Mr. Urquhart had every thing in his hands: there was no use of talking to Horter anything about it. Urquhart seemed to have every thing in his control. He promised me a statement frequently but has never furnished me with one, nor has rendered any account. Mr. Urquhart has never pretended to me, in any of our conversations, that this mortgage on Bloomfield was paid or satisfied. He has always admitted its validity and binding force. He has never refused to say so but on one occasion. That was just previous to the commencement of this present examination, some two months ago. I had occasion to go into Jones' alley to see a person who has his office there. I did not know Mr. Urquhart had commenced business in Jones' alley at the time I went there. I found him standing at his door. I enquired of him whether he knew if Mr. Crooker was in his office; the gentleman I called to see. He did not think Mr. Crooker had been there that day. We engaged in conversation about some matters, and finally got on the subject of matters connected with this present suit. Pilling's office is right opposite to Mr. Urquhart's store. He came over from his office into Urquhart's store, and that somewhat interrupted our conversation. Mr. Urquhart was then going to dinner, and on our way from the store to Second street he commenced to talk about these matters again; about E. M. Davis & Co. and I asked him the question I had frequently asked him before, "Why Urquhart, you don't deny that Edward M. Davis & Co. advanced that money to Myers for the mortgage of $10,000 in good faith?" and the reply he made, was by putting his fingers over his mouth, and saying, "Gries, my mouth is sealed about that now. I can say nothing further about that." I have always spoken to Ellis Pilling when we met face to face. I had a conversation with him last fall, about election time, right in front of the Daily Times office, in Third street. This was immediately after the decision of the chancellor in this case, last fall. Said I, "Pilling, that appears to have gone against Urquhart." He said "yes, it was all d—d nonsense for Urquhart to contend in the matter; that Davis had advanced the money to Myers on the $10,000 mortgage in good faith, and that he was about to advise, or had advised Urquhart to pay the costs and be done with it. He said several times in that conversation, that no doubt Davis was right in the matter.

Several times previous to the $10,000 mortgage being assigned to E. M. Davis & Co. Urquhart had desired me to use my influence to get that house to take the mortgage, and get him out of Pilling's hands. He said he was so locked up with Pilling he could not make a statement. At the time when the agreement, (No. 26,) was executed, there was nothing said about this mort-

gage being assigned to E. M. Davis & Co. that was an after thing altogether. I never understood David C. Urquhart to be the agent of E. M. Davis & Co. in any negotiation between Parton, Horter & Co. and William R. Gries & Co. and them; or as being connected with the house of E. M. Davis & Co. in any way.

Witness desires to explain.

I am made to say in the testimony, that Mr. Urquhart told me he had had an offer for the mill property (page 347,) and the nine acres adjoining, I mean to say that he only told me he had an offer for the nine acres, and that the money was awaiting for him,

In reference to the assignment of those judgments against Marter, I signed an agreement, and, at the time, I supposed it was to D. C. Urquhart; if the assignments appear in any other name I did not know it at the time; as I before stated, I had the most implicit confidence in Mr. Urquhart; the only arrangement I made was with Urquhart; the assignment was made purely and alone for the purpose of getting me released from my endorsements, I did not know Cater, had never seen him; the releases he was to obtain for me were releases from my endorsements to George D. Leib of Pottsville; the assignments, I understood, were solely to Urquhart, or for his benefit; I say they were entirely for Mr. Urquhart; I knew nobody in the matter but Mr. Urquhart; I do not say they were to him.

(All of the above testimony objected to, except so far as it goes to contradict the testimony of Mr. Pilling and Mr. Urquhart.—Cross-examination made subject thereto.)

Cross-examined.

The agreement, (No. 26,) was executed soon after dinner in the afternoon, in the neighborhood of two o'clock: it is in the handwriting of D. C. Urquhart; I saw him write it; at the time of the execution of this agreement, I had been a very little while at E. M. Davis' store before Urquhart came; I don't remember how long; Mr. Burton and Mr. Urquhart did not come together; Mr. Burton and I were standing in the back store when Mr. Urquhart came up the Strawberry street steps; there were no other persons present beside us there; it was probably fifteen or twenty minutes after Mr. Urquhart first came, that the agreement was signed; this is not the original draft; Mr. Urquhart came in with one drawn up; Mr. Burton would not sign that; I drew up one; Burton would not sign, then Urquhart drew up the present one; there were no properties spoken of at that time outside the agreement; nothing was said in reference to the claim of Francis Lee; nothing was said about releasing the claims of Washington Horter, and Parton, Horter & Co; nothing was said at that time, outside the agreement; I spoke of the Kensington mortgage; I said Urquhart had no right to it; nothing was said by the parties about it, outside the agreement; nothing was said that afternoon but what I heard; I was present all the time; I don't think a word passed between Burton and Urquhart that I did not hear; there could not have been much said, for Burton was on the eve of going to Europe, and said his time was precious; I think he left Philadelphia that very afternoon; I think there was a copy of this agreement made; I did not pay the money to Smythe on the judgment he assigned to Burton; I know the mo

ney he actually received; it was $750; Mr. Smythe was to pay me $50 for selling this judgment for him; he received a check for $700, and I one for $50; I worked about three hours in his room to get him to sell the judgment; he told me he was afraid of Urquhart and of Pilling; Pilling told him he would never get a cent out of it, he told me others had told him he could make the whole of the judgment; he told me Pilling had told him there was a mortgage of $6,000 and one of $10,000 on it; that interest would run it up to $18,000, and that Bloomfield would never bring that; he said Urquhart had shaved him once; he had given him a claim to collect in Charleston, South Carolina; that Urquhart had collected the money and never given it to him; he asked me whether I knew it to be a fact that those mortgages were against the farm; I told him it was a fact, and told him what the $10,000 mortgage was for; I presented the case as well as I could for Mr. Burton; Mr. Burton had not offered me any thing; he merely asked me to do this as a friend; when I found there was something to be made out of Smythe, I thought I might as well make it; there were three judgments against Marter & Son, amounting to in all between twenty-one and two thousand dollars; this comprised my entire claim against Marter; my impression is there were three judgments; my entire claim was assigned at the same time, my entire claim against Marter & Son; this was a matter of my own, not Wm. R. Gries & Co. they were my own endorsements; it strikes me there was a judgment of the firm or assignment of accounts for merchandise, for the indebtedness of Marter & Son to the firm; but it has been so long, and the matter has been so sickening to me, that I have left it in Mr. Urquhart's hands, and cannot speak distinctly about it; the $5,000 judgment, it strikes me, was an individual affair; I will not be positive; Mr. M'Elroy's office, to the best of my knowledge, used to be in Mr. Guillou's office; I have not seen him for two years; it was there then; I have not been to see him; if I have seen him in reference to these matters, it was at the instigation of Mr. Urquhart.

The $5,000 mortgage (Kensington,) was executed about January 10th, 1854; the notes were given to Mr. Urquhart (in No. 19,) probably a day or two after, on or about the same time; it was all done previous to the sale; Harry Parton was in the firm of Wm. R. Gries & Co. he remained in the firm of Parton, Horter & Co. I don't know of my own personal knowledge that Mr. Townsend drew up the $10,000 mortgage; Urquhart told me he was going to do so.

I never knew anything of the Evesham farm; I only know that Mr. Urquhart some time subsequently, told me he had made a deed to Parton's wife for this farm; some three weeks after this mortgage was executed, Mr. Urquhart and I were together in the second story office of the store, and he told me he had obtained this mortgage of $10,000 on the Bloomfield farm; that is had obtained the money on it from Myers; I then said to him you will now cancel that mortgage on the Kensington property; my bond is attached to it, and I don't want that thing to appear against me; he then said that that mortgage was given for the Evesham farm; that he had made a deed to Harry Parton's wife, and this was intended to be in payment for it; I was perfectly amazed at what he said; I replied Urquhart, you know that is not the fact; that you got that mortgage

from me on the representation that you wanted to get a temporary loan of $5,000.

Witness wishes further to explain.

(Mr. Voorhees objects to the explanation.)

I remarked that Harry Parton was directly interested in this matter, the deed having been made directly to his wife, as Urquhart alleged; he knew there were no friendly feeling existing between us (Parton and I,) that I would submit the case to him, and as he understood it, I would abide by it; Urquhart agreed to this; I called Parton up into the office, and asked him for what purpose this mortgage of $5000 was given; Parton replied that it was given to raise a temporary loan of $5,000 upon; that mortgage was not given by me individually, but by Parton and I, before our dissolution; that was given on the 10th; the dissolution did not take place till the 14th; the lands upon which it was given, was part of the assets of the firm; the Kensington land was after conveyed, with the assets of Wm. R. Gries & Co. to Parton, Horter & Co. the bills receivable mentioned in this (Exhibit No. 19,) were assigned as part of the assets; I had no interest in those bills after the 14th of January, '54.

About the time of the election last fall, Mr. Urquhart, before the Western Bank, Philadelphia, admitted to me that E. M. Davis & Co. had paid the $10,500 to Myers, Claghorn & Co. on account of the $10,000 mortgage; he never disputed it; he admitted it to me in the Exchange; I can't specify the time particularly; he has admitted it, I was going to say, two dozen times; and he has never refused to admit it, but on one occasion, referred to in my examination in chief; he always admitted it upon my asking him the question; he never said there were any other securities assigned, except the Bloomfield mortgage; immediately after this money was paid, he did tell me E. M. Davis had advanced the money on the Bloomfield mortgage; he appeared delighted to have got out of Pilling's hands; the time I speak of now, was just after Mr. Davis had advanced this money to Myers; I think it was in the fall of '55; it was probably in November; I know Mr. Urquhart was never agent or attorney for the firm of Wm. R. Gries & Co. I don't know what he may have been for Parton, Horter & Co. He was to become a partner of Parton, Horter & Co. at the end of a year, so he told me; he was my attorney in this matter of Marter's, and nothing else; I will say I gave him a power of attorney with special reference to this case; after the concern ceased paying Wm. R. Gries & Co's liabilities, matters transpired which made me exceedingly suspicious of Mr. Urquhart; I could not get any statement out of him whatever; I feared he might make use of this power of attorney to my disadvantage; I asked him to give it to me, and I believe he could not find it; he said you know we understand the matter; it will make no difference, and I have not got it to this day; this power of attorney was given about the time I made the assignment of the Marter judgment, and specially in reference to those judgments; I remember stating to Mr. Urquhart, that it was to be used for no other purpose; I cannot fix the particular date of this power of attorney; I cannot fix the date of the Marter judgments; I demanded the power of attor-

ney back some time after they ceased paying my notes; and after I had been unable to get a statement from Urquhart, they stopped paying the paper of Wm. R. Gries & Co. some time in March, I think the 7th or 8th; P. Brady's note was the first they suffered to go to protest; I do not know whether Mr. Urquhart ever acted as the agent of E. M. Davis & Co.

(Objected to as illegal and irrelevant.)

I never understood from Mr. Urquhart that he was acting as their agent; Mr. Urquhart first became connected with these affairs of Parton, Horter & Co. and the judgment, some time in the early part of December, '53; Urquhart became acquainted with these matters, and represented he had made a settlement with Pilling, that he had cut himself entirely loose from Pilling, that he was going into business on his own account, and said that I would be doing him a service, if I would allow Myers, Claghorn & Co. to sell these goods of Marter's; I agreed to this, that Myers should sell the goods; this matter brought us into a friendly relationship, and I told him that these heavy endorsements for Marter would ruin my credit, and compel me to stop. Urquhart replied:

"Don't think of that; I have a friend who will buy you out, and put in $10,000 cash, provided everything is right." Said he, "take an account of stock, and have all the accounts made out, and I will examine them, and if I find all right, I will find a man who will buy your interest, and form a new concern." He did not give me the name of the person to go in at the time; after the stock was taken, and the accounts made out, Urquhart examined them, and said all was right, mentioned Horter, his brother-in-law, as the man, and he himself as furnishing the $10,000 cash capital.

I came here as a witness at the request of E. M. Davis & Co. Mr. Burton came after me; he told me to state the truth—the whole truth—whether it bore for or against them; I have seen part of the testimony taken in this case; I have seen a portion of it; Mr. Burton told me he wished to state the truth; he told me on several occasions, he did not care whether it bore for or against him.

Adjournment to June 19th, at 9½ o'clock, A. M.

June 19th, 9½ o'clock, A. M. Examination continued. Solicitors and Counsel present on both sides.

This is the same power of attorney I gave Mr. Urquhart—(marked Exhibit No. 81, of complainants.)

(Objected to as irrelevant.)

Mr. Urquhart told me on several occasions this was lost.

In Chief.

Re-examined.

There were two copies of agreement No. 26 executed; but one was a press copy taken from another; when I say the Francis Lee judgment was not talked about in my cross-examination, I do not mean to say it was not mentioned in the agree-

ment; the portion of testimony in this case was a portion on a half sheet relating to securities; which Mr. Urquhart alleged he had put in the hands of Mr. Guillou some ten thousand dollars worth of securities; I always understood that the brickyard and Bloomfield farm were one and the same thing.

(Signed) WM. R. GRIES.

Affirmed and subscribed before me, this 19th day of June, A. D. 1857, C. P. STRATTON, *M. C. C.*

James L. Claghorn, a witness produced on the part of defendants, being duly sworn, saith:

I am a member of the firm of Myers, Claghorn & Co. Philadelphia, auctioneers and commission merchants; we made an advance to Ellis Pilling in notes, in January, 1854; we received these securities named in Exhibit No. 19; we received these securities from Ellis Pilling; the advance was made to him for his accommodation, so specified in his receipt for our notes, and the securities deposited by him were so deposited; that advance was made in Myers, Claghorn & Co's notes, payable in six months from January 14th, 1854, amounting in the aggregate to ten thousand dollars; we took notes from Pilling for an equal amount, falling due July 13th, the same year; the paper which I hold in my hand, of which Exhibit E, is a true copy, is the receipt Mr. Pilling gave us at that time; on the 13th July, 1854, we made a renewal of that transaction in our notes dated June 17th, at five months for the same amount, receiving some additional securities; the paper which I now hold in my hand is the receipt Mr. Pilling gave us for the renewal which took place in July '54, of which Exhibit C, is a true copy; we took at that time the additional security of a bond and mortgage on the brickyard for five thousand dollars, and a ground rent for one thousand dollars; our notes in July were to be used to pay Mr. Pilling's notes due July 13th; that is the proceeds of our notes; this transaction of ten thousand dollars was again renewed in November 15th, 1854, by an issue of our notes (Myers, Claghorn & Co.) dated same date at four months, we taking Mr. Pilling's notes for like amount, falling due March 16th, '55, the notes of Mr. Pilling falling due 16th March, were not paid on that day; they were charged to him in his general account; we were not placed in funds for this advance of ten thousand dollars, until the 5th October, 1855, at which time we received ten thousand five hundred dollars from Edward M. Davis, which amount was credited to Mr. Pilling in account; the notes of our own, advanced in January, July and November, were taken up at maturity; this loan or advance to Pilling, remained due till October, 1855, when we were placed in funds; we were not out of cash funds, only from the 16th of March till the 5th of October, the advances having been made in our notes, and renewed from time to time; the last renewal was November 15th; I have in my hands the original receipt of Mr. Pilling, given November 15th, when the last renewal took place. Exhibit D is a true copy of that receipt. In the month of February, we received from Mr. Pilling an agreement that all collaterals (the date of this was February 17th, 1854,) now deposited, as well as those that may

hereafter be deposited, should be held as collateral for any indebtedness whatever, either by advances or for notes, bonds, mortgages, goods purchased, or for endorsements, or any other liability on the part of him to us; we held, at that time the ten thousand dollar mortgage on Bloomfield farm, and it was included among those mentioned, and intended to be covered by this agreement. The agreement referred to was executed by Mr. Pilling; I hold the original now in my hand, Exhibit G3, is a true copy of that agreement; the subscribing witnesses to that agreement are Charles Murphy and D. C. Urquhart, that is David C. Urquhart, on or about the 17th of May, 1855, we wrote a letter to Mr. Pilling respecting his indebtedness.

Being shown a copy of letter (marked Exhibit H3,) says:

This is a true copy of the letter we wrote to Pilling.

His attention being called to the words "the delay in paying the advances made by us, on the property in this city and Camden," is asked,

What advances are referred to?

Answer—All moneys due from him at that time, the $10,000, as well as the rest, and which was due March 16th, 1855.

Attention being called to the words "realize under the mortgage," says:

This refers to any and all of the mortgages in our possession, and Bloomfield was at that time in our possession.

Being shown the bonds and mortgages (marked Exhibits 21 and 30, and 31 and 20,) says:

These are the bonds and mortgages that were deposited by Mr. Pilling with us, and that are referred to in the receipts advanced in January, 1854; 30 and 31; were deposited by Mr. Pilling in July, and 20 and 21 are the ones deposited by him in January, '54. They are the same assigned to E. M. Davis by Mr. Myers at the time the $10,500 were paid to us, and mentioned in the assignment (Exhibit No. 32.)

Being shown the bonds and mortgages on Kensington, (Nos. 34, 35, 36 and 37,) says:

They are the same bonds and mortgages assigned to Jonathan P. Burton at the time the $10,500 were paid, and mentioned in Exhibit No. 33. The words "without recourse or reclamation upon me, in any event or contingency whatever," put in the assignments above mentioned, were put in because it is the custom of our house to put in such words. They were not put in because there was any doubt about the validity of the mortgages; we had not the least idea there were was anything wrong about them. If there had been any doubt about it, we should not have transferred them. We had authority from Ellis Pilling to transfer these papers. I hold that authority in writing in my hand. It was executed to me by Mr. Pilling.

Being shown a paper (marked Exhibit M3, already marked Exhibit 22, of complainants,) says:

This is a true copy of that order or authority above mentioned. The bond and mortgage on Bloomfield, was in no way paid or satisfied by Mr. Urquhart or Pilling before we assigned them. Mr. Pilling nor Mr. Urquhart never pretended to us before the mortgage was assigned that it had been paid. Mr. Urquhart, never made any such remark to us, as that he had settled with Pilling

for this mortgage. In any verbal conversation that I had with Mr. Urquhart, he never stated to me that this mortgage was valueless.

The mortgage of $5000, on the brickyard was deposited as an additional security for advances to him. It was on the transaction of the renewal of the $10,000 advance in July, 1854. In consideration for the assignments of these mortgages to E. M. Davis and Burton, (the ones mentioned in Exhibits 32 and 33) we received $10,500. When the notes were given, in January, 1854, I don't remember at all that I asked Mr. Urquhart whether the notes should be made to him or Pilling. I should say there was nothing said at the time about making the notes to Urquhart. The transaction being with Pilling, we only knew him in it.

I remember of no offer being made through me, or by me, or through our house, to my knowledge, for the purchase of Bloomfield farm for $22,000. If it had been made through our house, or by the house, I should probably have known it. There were no mortgages deposited with us, except the $5000 one on the brickyard, and the Kensington mortgages for $2000 and $5000 between January, 1854, and October, 1855, by Ellis Pilling. I mean mortgages for the same amounts.

Pilling's notes, which came due in March, '55, the last ones, remained in our hands till the mortgage was assigned over to E. M. Davis. They may be in our possession yet, though I consider them settled by this transaction. The payment of $10,500 settled those specific notes. The five hundred dollars of course going to the credit of any other debit of his. Mr. Pilling's indebtedness to us from February 19th, 1855, to March 1st of the same year, his whole indebtedness, was between twenty-seven and twenty-eight thousand dollars in all his numerous transactions. That, of course, embraces this advance. I believe it covers his entire indebtedness for advances of all kinds, as well as his indebtedness for any purchases he may have made.

On account of the collaterals received from Mr. Pilling, (the promissory notes referred to in Exhibit No. 19,) we collected and paid over to Mr. Pilling $2,896.76; the balance of the notes referred to in that exhibit were returned back to Mr. Pilling at various times. There was no correspondence going on between our house, or John B. Myers, and the house of E. M. Davis & Co. or with Mr. Burton, or with E. M. Davis, in reference to these matters. I should have known of any such correspondence. D. C. Urquhart, attorney, (so called in the invoice,) deposited with us, or rather consigned to us, merchandise, dated August 3d and 5th, 1854. We made him advances upon this merchandize. We advanced him on the 3d, 4th and 5th of August, our notes for $4,700. No notes were taken by us on account of these from Urquhart. The goods were sent to us to be sold, and in such cases we are not in the habit of taking from the parties who deposit their notes. These goods were sold on the 26th of March, 1855. The proceeds of sale were credited to Ellis Pilling; we having received previously an order from D. C. Urquhart, attorney, transferring to Ellis Pilling the merchandise, and on the 16th of March, '55, we received instructions from Ellis Pilling to sell the goods. I have the original of the transfer from Urquhart to Pilling before me, Exhibit I is a true copy of that. I also have before me the ori-

ginal of the order from Pillling to sell the goods. A true copy of that order is marked Exhibit J3, of defendants. After deducting expenses, those goods realized about $5,200. Mr. Pilling did not give us his notes for the notes advanced to Urquhart upon these goods. The only transactions we had with Urquhart between January '54, and October '55, was this merchandize transaction, above referred to by me. We had no other account against him, either notes or anything else, during that time, except this merchandize account.

Being cross-examined, says:

Being shown paper, (marked Exhibit No. 82, of complainants,) (Objected to,) says:

This is a copy of Ellis Pilling's account with the house of Myers, Claghorn & Co. between the dates specified, as taken from their ledger. I have here what we term our bank blotter, containing the accounts of collections of our various notes deposited in the banks of the city. This is the book (marked Exhibit No. 83, of complainants,) marked "blotter No. 9." The four notes of Ellis Pilling, bearing date January 10th, 1854, for $2,500 each, were deposited by our house in bank; two of the notes were deposited in the Western Bank, one of them in the Philadelphia, and another in the Mechanics. They were paid at maturity by Ellis Pilling, in the several banks in which they were deposited, and marked to the credit of our house. They are so entered in this blotter. I was present at the time of the first advance, on the 14th of January, 1854. I cannot recollect whether David C. Urquhart was there at the time. To my knowledge, nothing passed between our house and David C. Urquhart, until after receipt of the letter No. 58.

Being shown No. 19, says:

That is a receipt given at the time of the advance on January 14th, 1854. All the notes mentioned in that Exhibit, (No. 19,) were either handed back to Mr. Pilling, or collected by us, and the money paid to Mr. Pilling. We have a memorandum of these notes that were paid to us, and of those that were returned to Pilling. (Memorandum marked Exhibit No. 84, of complainants. (Objected to.) The amounts collected and paid over to Mr. Pilling, that is the amount accounted to Mr. Pilling, was $2896.76. The amount of notes returned was $5895.74.

I do not recollect of ever having any verbal conversations in reference to this matter with Urquhart. I cannot call to mind any time. I mean to say that I never recollect Mr. Urquhart having had any conversation with me about the bond and mortgage at all; the property had one mortgage. Mr. Pilling did pledge a mortgage with us on his own account for $1,866.67. It was Jos. Montgomery's mortgage assigned, also one for four thousand dollars. I have no memorandum with me of the time they were pledged.

I do not recollect at the time the advance was made, January 14th, of holding receipt No. 19 in my hand, and saying, referring to the collateral at the bottom, "a strange transaction. Pilling's note for Pilling's note." The balance on the 16th of March, as it appears from this Exhibit, (No. 84,) of Ellis Pilling, after the ten thousand dollars was charged, shows him to be indebted to us in cash, $17,760. On the 5th of October the amount was $4,726.90 after

receiving the ten thousand, five hundred dollars, and allowing him the one thousand dollars by our firm.

In chief; re-examined.

I stated in my cross-examination that the notes of Ellis Pilling maturing in July, were paid at maturity, but our notes were given him on that day, the proceeds of which were to be applied to paying those notes. The new notes were a renewal of the original transaction. It was not an unfrequent occurrence for Mr. Urquhart to accompany Mr. Pilling to our house.

The reason why the ten thousand dollars advanced does not appear in our ledger till March, 1856 is, we were not out of cash for the said advance till that time.

Being shown Exhibit 84, says:

This is merely from our ledger. It does not show all our transactions with Mr. Pilling, by any means. It is devoted more particularly to our cash transactions, and not to notes. Transactions of notes would not appear, unless they remained unpaid, and then they would be carried into the ledger.

Being shown Exhibit, No. 72, says:

This is merely a statement of cash due us at various times; does not pretend to be a copy of our book.

Being shown Exhibit No. 80, says:

This is a statement of cash credits, which amounts were paid to Pilling, May 17th, 1854.

The notes of No. 19, when collected would go into No. 82.

The cash item of $17,750, due in March, spoken of above, embraces this amount of ten thousand dollars, advanced to Mr. Pilling.

We have another account, containing the note accounts of Pilling, and is not embraced in the account No. 82.

(Signed) JAMES L. CLAGHORN.

Sworn and subscribed before me, this 19th day of June, A. D. 1857.

C. P. STRATTON,
M C. C.

Adjournment to three o'clock P. M.

Three o'clock P. M.—Parties appeared according to adjournment.

Defendants offer in evidence, a certified copy of the judgment execution, return, &c. in the case of John R. Jaffray and others against David C. Urquhart, in the circuit court of Camden county, (marked Exhibit O3,) of defendants.

Also, a certified copy of judgment, execution, return, &c. in the circuit court of Camden county, in the case of John R. Blackiston and William C. Cox, against David C. Urquhart.

Adjournment to June 20th, 10 o'clock A. M.

Saturday, June 20th, ten o'clock A. M.—Parties appeared, according to adjournment. Defendants continue their examination.

Richard Fetters, a witness produced on the part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I reside in the city of Camden, and have done so for 35 or 40 years. I am well acquainted with property in the city of Camden, and am a large landholder there myself.

Being shown one of the Pitfield mortgages, (marked Exhibit No. 75,) says:

I am well acquainted with the property described in this deed of mortgage. It has depreciated very much in value from what it was a few years ago. I should suppose seventy-five dollars is as much as this lot would bring under a sale for cash. There are no improvements whatever upon this property.

Being shown the other Pitfield mortgage, (being Exhibit No. 77,) says:

I am acquainted with the property described in this mortgage. I should think this, being a corner lot, is worth a hundred and fifty dollars. There are no improvements upon this lot. The above is the value I would place upon those lots at a cash sale. At a sale upon credit I think the first lot would perhaps be worth a hundred, and the last, two hundred dollars. I mean by taking bond and mortgage.

Being shown a paper, being a certified copy of abstract of mortgage (marked Exhibit P3, of defendants,) says:

This property herein described, covers both of the lots mentioned in the above Pitfield mortgages. This land has no improvements on it. I know its situation well. I should think on a moderate calculation, taking that whole land together, on the rough, that it is worth three thousand dollars. I should be willing to give that. Taking the whole tract, I should say it is worth $3000. On making a calculation, I should think the whole of this land to be worth $4000, for I find there is more of it than I thought there was. (The whole of the above testimony objected to and cross-examination waived.

(Signed) RICHARD FETTERS.

Affirmed and subscribed before me, this 20th day of June, A. D. 1857.

C. P. STRATTON,
M. C. C.

Adjourned at Mr. Dudley's request, and by permission of the other party, to June 22, ten o'clock A. M.

Monday, June 22, ten o'clock A. M.—Examination continued, on the part of defendants. Mr. Voorhees and Mr. Dudley present.

Shreve Ackley, a witness produced on the part of defendants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I am assistant book-keeper for E. M. Davis & Co. The statement in Exhibit K3, of accounts, is a statement of the accounts mentioned in C3 and B3. The second column in that statement, represents the amount that has been collected on those accounts up to this time. The statement K3, is in my handwriting. The first column of figures in that statement represents the amount that was transferred to us by B3 and C3. The second column of figures represents the amounts received on these accounts. The third column represents the amount still due, which has never been paid.

Being shown paper (marked Exhibit Q3, of defendants) says:
(Objected to, because the books themselves are not produced.)
This is a statement representing the amount still due to E. M. Davis & Co. from Wm. R. Gries & Co. Washington Horter & Co. and Parton, Horter & Co. This statement is in my handwriting. I have gone carefully over the books, and made out this statement. This statement is just as appears from the books.

Being shown twelve promissory notes numbered from 1 to 12, (marked together as Exhibit R3, of defendants,) says:
These are Wm. R. Gries & Co's notes. I received them myself, of Wm. R. Gries & Co. and know these to be their signatures.

Being shown three other notes, (marked S3, of defendants, and numbered from 1 to 3,) says:
These are Parton, Horter, & Co's notes. These are the notes given for their account. These are their signatures.

Being shown two checks (marked Exhibit No. 85, of complainants,) says:
These are checks given for the Smythe judgment. The item of $22,000 carried into Burton's account, on the books, is made of the $2000 and $5000 on Kensington property, the $5000 on the brickyard, and the $10,000 on Bloomfield. The notes in Exhibit Q3, are part of the notes mentioned in L3, and marked as E. M. Davis & Co's notes. In Exhibit Q3, the amount at the bottom is the true amount due E. M. Davis & Co. $20,629.66.
(The whole of the above testimony and exhibits objected to, and cross examination made subject thereto.)
Cross-examined, says:
Being shown Exhibit S3, says:
I cannot tell why these notes are made on different styles of paper. It very often occurs that they are made so.

(Signed) SHREVE ACKLEY.

Affirmed and subscribed before me, this 22d day of June, A. D. 1857.
C. P. STRATTON,
M. C. C.

Henry M. Phillips, a witness produced on part of defendants, being duly sworn, saith:
I am the counsel for E. M. Davis & Co. in Philadelphia. As such, on the 5th of June, '57, I addressed a letter to Constant Guillou, Esq. who I knew had been counsel for Mr. Urquhart and Pilling, of which letter I believe this to be a true copy which I hold in my hand, (which copy is marked Exhibit W W, of defendants.)
I received an answer from him to my communication.
Being shown a paper (marked Exhibit I I, on part of defendants,) says:
This paper is in Mr. Guillou's handwriting, and I believe it to be the letter I received in reply to mine of June 5th, my letter of June 5th enclosed to Mr. Guillou an extract of testimony copied from Exhibit W W; I am a member of the bar of the city of Philadelphia.

(The above testimony objected to, and cross-examination waived.)

(Signed) HENRY M. PHILLIPS.

Sworn and subscribed before me, this 22d day of June, A. D. 1857. C. P. STRATTON, *M. C. C.*

Adjourned, by request of Mr. Dudley and consent of Mr. Voorhees, to June 23d, at 10 o'clock, A. M.

June 23d, 10 o'clock, A. M.

Examination continued. Mr. Voorhees and Mr. Dudley present. One witnese examined on part of defendants.

Henry T. Coleman, a witness produced on part of defendants, being duly sworn, saith:

I am a member of the bar of the city of Philadelphia; I attended the sheriff's sale for the plaintiffs, made upon a mortgage, where Jonathan P. Burton was plaintiff, and Wm. R. Gries and Harry Parton, I believe, were defendants; that was the property sold, which is specified in the sheriff's sale book; I examined the sheriff's sale book; I bid off the property and signed the sheriff's sale book for Jonathan P. Burton, who was the plaintiff in the sheriff's execution. I signed his name because he was plaintiff; I should not have done this unless with instructions. Mr. Phillips was counsel on the writ, but I had the management of the matter; I was not employed by Burton; that is the way I came to have any thing to do with it; I do not remember that Burton was present at the sale; I have examined the records in the district court of the city and county of Philadelphia of some judgments against Marter; I examined them a few days ago, and again this morning.

(*Note.*—Objection made to any statements from the records, without a certified copy being produced.)

I found three judgments in the name of Wm. R. Gries, et al, against Marters; there were two Marters; these judgments were all against them; the names of the Marters are, Isaac and Emerson M. The first judgment was for $8180; conditioned for $4090. Entered December 5th, '53, execution issued December, 5th, '53. The second judgment between the same parties, entered same day for $34,122.78, conditioned for payment of $17,-061.39; execution issued same day. The third judgment, is the one numbered as Exhibit 66, of complainants. This is the order of the priorities of these judgments; execution on the last judgment issued on the 13th of December, '53.

On the 14th of February, '55, by writing filed, the first judgment was marked to the use of Garrick Mallery, Esq. The second judgment is marked the same way at the same time. The third is seen by Exhibit No. 66. Garrick Mallery is always known as Judge Mallery. The order of priority is determined on executions upon personal property in our state (Pennsylvania,) according to the time at which they are issued, providing they are executed; the first execution lodged with the sheriff has

priority; with regard to real estate, the first judgment binds that, whether execution be issued or not.

Note.—It is agreed that Purdon's Digest shall be used as evidence in this cause.

(The above testimony all objected to, and cross-examination waived.)

(Signed) HENRY T. COLEMAN.

Sworn and subscribed before me, this 23d day of June, 1857.
C. P. STRATTON,
M. C. C.

Adjourned, by request of Mr. Dudley and consent of Mr. Voorhees, to Friday next, June 26th, instant.

June 26th, 10 o'clock, A. M.

Examination resumed this morning by the consent of parties. Messrs. Voorhees and Browning present for complainants, and William L. Dayton, Esq. and Dudley, for defendants.

The defendants offer in evidence a certified copy of the proceedings in the foreclosure suit of Hall against Urquhart, upon the Bloomfield farm, (marked Exhibit T3, on the part of defendants.)

Thomas H. Dudley being produced as a witness on the part of defendants, and alleging himself to be conscientiuusly scrupulous of taking an oath, and being duly affirmed, saith:

I was applied to by John James Smythe, to sue David C. Urquhart upon a judgment that had been obtained in the United States Circuit Court for the Eastern District of Pennsylvania; I brought a suit upon the judgment; the paper I hold in my hand is an exemplified copy of the judgment upon which I sued; this copy is marked Exhibit U3, of defendants. I obtained judgment against Urquhart, and he applied to court and had it opened; the matter was litigated for some time, and finally judgment was affirmed for the amount of the claim of John James Smythe. Exhibit No. 8, is a certified copy of the judgment I obtained; I have looked over it; some time after, Francis Lee, as the agent of Stegman, Brothers & Co. applied to me to bring a suit against Urquhart, on a judgment which Stegman, Brothers & Co. had against Urquhart in the city of Philadelphia, in the district court. the paper I hold in my hand is an exemplified copy of the record of judgment and proceedings against Urquhart in the city of Philadelphia, which paper is marked Exhibit V3, of defendants; the suit was litigated (I brought suit,) Urquhart made defence; Lee, after the suit had been pending for some time, took a joint note of David C. Urquhart and David W. Carrall, his father-in-law, for $816; Lee took also, being the agent of Stegman, Brothers & Co. a judgment from Urquhart for the full amount of the claim of Stegman, Brothers & Co. This judgment was in the name of Lee; he took a bond and warrant, on which judgment was entered; Exhibit No. 19, is a copy of that judgment; this bond and warrant was taken with this express understanding and agree-

ment, that in case the note he had given was not paid at maturity, that Lee should have a right to make the whole amount of the judgment; this was done by me; I insisting upon it, as the attorney of the other party, and was not done at the instance of Mr. Urquhart; I would not do it any other way; the note was not paid at maturity, and the property was advertised (Urquhart's property) by the sheriff upon this judgment as well as upon that of Smythe, Jaffray & Sons, and Blackiston & Cox; the property had been adjourned once by the sheriff, and the sale was to take place, the adjourned sale, on the 10th of October, '55, at English's hotel; the advertisement of the sale was at my instance, as the attorney of Lee, Smythe, Blackiston & Cox. The sale came off on the 10th October; previous to the sale, on the day of the sale, Mr. Lee came to my office; while we were there at the office, Mr. Urquhart came there, and said E. M. Davis & Co. were going to advance the amount of the note of Lee, which he (Lee) was willing to take, he considering his claim somewhat doubtful, together with the expenses, all expenses, including his lawyer's fees; the amount of the note he was to take, was $816. He said (Urquhart) that the judgment was to be assigned to E. M. Davis & Co. and this assignment was talked about afterwards at the hotel, in the room up stairs with Urquhart and Wharton; and I understood that E. M. Davis & Co. were to stand exactly in the shoes of Lee, and hold the judgment to reimburse themselves; I understood this from both Urquhart and Wharton; there was some talk at the office before we went down, about the mortgage on Bloomfield farm, and about its validity; I understood Mr. Urquhart to say, that the mortgage on Bloomfield was a valid mortgage, that it had never been paid or satisfied, and that every thing about it was right. Before going down to the hotel, I told Urquhart I wanted them also to settle for me, my expenses on the Smythe judgment, which had been assigned to Burton; this had been litigated, and I said I should charge a fee of $250. The Smythe judgment was assigned while I was in Europe, and I had left word that if that judgment was settled while I was away, my fee would be $250. Up to this period, I had been acting as attorney of Francis Lee and John James Smythe, and as a matter of course, after the judgment was assigned, I considered myself as the attorney of Burton, although I had never seen Burton or any of the firm of E. M. Davis & Co. to my knowledge; Burton was in Europe when I returned, and I had no communication with him; I ordered the property advertised myself, and, so far as I know, no member of the firm of E. M. Davis & Co. had any thing to do with the advertising or selling. I went down to English's hotel to attend the sale for the persons I represented; I was introduced there to Mr. Wharton; he came there some time afterwards; I think Urquhart introduced me; I had never seen him till that day; Mr. Wharton, Urquhart and myself went up into a room; when Mr. Wharton came into the room, nearly the first thing he said, was—"If we advance this money to Mr. Lee, and take an assignment of the judgment, can the sale be postponed?" I asked if he meant an indefinite postponement; or one for a month; he said an indefinite postponement; I said it could not be postponed indefinitely, that it might be for

a month, but that if the property was to be sold, it had better be sold at once, for I had other judgments I felt bound to press; I stated distinctly to him that I should sell the property. Mr. Wharton said he supposed that if they paid the money, and took an assignment of the judgment, in the place of Lee, the sale could be postponed indefinitely; I told him this was not so, and I told him at the same time, that I not only wanted them to advance the money on the Lee judgment, but my fees on the Smythe judgment; it surprised him very much that I had fees on the Smythe judgment; I told him that I had understood from my client that Burton, to whom the judgment was assigned, was to pay my fees, which were $250; Wharton hesitated about making the advance; Urquhart persuaded him; told him they could do it with entire safety, that the farm was worth at least $26,000. He said he had been offered $22,000 for the farm, and that the farm was ample to pay the $10,000 mortgage against it which the firm held to pay Burton the Smythe judgment, and to pay what they would have to advance to Lee, and the expenses. He was very urgent, and talked to, and persuaded Mr. Wharton, some time in this matter; I had told Wharton I should charge a fee of $100 on the Lee judgment, and that Urquhart had told me previously, that E. M. Davis & Co. had said, if they took an assignment of the Lee judgment, that they would want counsel on this side of the river, that they were business men, and confined closely to their business, and wanted some one to attend to their affairs; they held the mortgage of $10,000 on Bloomfield he said, which had been assigned them by John B. Myers; I told Wharton while down there, that if the firm of E. M. Davis & Co. wanted me as their counsel, (he was one of the firm,) that I should charge them a general retaining fee of $100, making an aggregate of costs and expenses of $450. Wharton hesitated a good while; finally, he asked me what title he would get if the sale went on, and he purchased the property; this was while we were yet up stairs, and in the presence of Mr. Urquhart; who was urging him to advance the money; I told him that he would get all the interest that Urquhart had in the property at the time judgment was entered against Urquhart; that he would get this interest and nothing more. He asked me whether it would divest the wife of dower; I told him that it would not. Urquhart said, that if he made the advance, he would do everything he could to perfect the title; that he should have a perfect title. At this time the note against the father-in-law was not settled (for $816,) it was in my hands, and I intended to bring suit upon it. The taking up of that note depended upon the making of this advance at this time; I considered Carrall, the father-in-law, good at that time, and so consider him now. After talking about the matter, Wharton finally said he would make the advance, and told me to draw an order on the house of E. M. Davis & Co. for the $450. Of the $100 retaining fee of E. M. Davis & Co. none of it was advanced by Urquhart, or on behalf of Urquhart. The understanding was, that it was to be a retaining fee for E. M. Davis & Co. individually and collectively. I so understood it, and so regard it; I did not consider it as retaining me for any body else at all; there was not a word said by Mr. Urquhart or by E. M. Davis & Co. about its being a retaining fee for Urquhart; in the conversation up stairs, when Urquhart was per-

suading Wharton to make this advance, and after he had stated there was ample property to pay all the claims above mentioned, he said he would sell the property for him if he desired it, that is, he, Urquhart, would sell for Wharton; after Wharton had made up his mind to purchase the property, and so announced himself, Urquhart asked me if he should announce the incumbrances against the property, asking whether it would affect the sale in any way, or whether it was proper to do it; he was very much gratified that Wharton had concluded to take the judgment and advance the money, and so expressed himself; I told him he might do so if he liked, that it would not affect the sale in any way if he only told what was true; he asked me how it was to be done, and I told him that when each piece of property was put up, he could state what the amount of incumbrance was against it, and that there was nothing improper about it. Before we started down stairs (Mr. Wharton was only going to purchase the first three tracts, the Bloomfield farm, the Brickyard tract, and the Halzell field, containing 22 acres.) Mr. Urquhart told Mr. Wharton he wanted him to buy in the fourth tract for his father in-law, Mr. Carrall, and asked him if he would not do it for him; Mr. Wharton said he did not want to get into any difficulty about it and asked me up stairs if he would get into any difficulty if he bought it in for him; there was no definite understanding arrived at about his buying it in for him. The time had nearly arrived for the sheriff to sell, and we went down stairs. When we got down stairs, the sheriff commenced to sell the property, and Mr. Urquhart, when the first tract was put up, stated the incumbrance that was upon it, and it was sold, Mr. Wharton buying. He stated the incumbrance in the ordinary way, as I have always heard incumbrances stated, and stated them correctly. Before the fourth tract was sold, Mr. Wharton said to me that Urquhart wanted him to buy this fourth tract for him. He said he had rather not, that he was afraid of difficulty; and he asked me what risk he would run in purchasing the Carrall property. His inquiry related to that tract alone. He asked nothing about the risk in relation to the other properties, up stairs or down; I told him in reply to his question, that the only risk he ran was the amount of the bid he made. Upon this assurance he made up his mind to bid it off, and did so, and signed the conditions for Carrall; I did not at any time hear Urquhart give any instructions to Wharton as to the amount he should bid; Wharton himself asked me up stairs respecting bidding, and I told him our usual method of bidding at sheriff's sales; a part of the time down stairs, I stood immediately beside Mr. Wharton. I understood that Mr. Wharton purchased that property in his own name, and for himself. I understood this from the conversation up stairs between Urquhart and Wharton, and from all their subsequent conversations and conduct; and I heard nothing and saw nothing which led me to suspect he was buying for Urquhart. Wharton wanted me to see particularly that all was right, and told me that he was buying for himself, and he told me after the sale was over, privately, that he had no confidence whatever in Urquhart, and be very particular; I might add, that Mr. Wharton called the day after the sale, and told me to be careful that everything was right about the conveyance, that he had no confidence in Urquhart, and it was in consequence of these instructions, and what had taken place up stairs that I prepared the

release afterwards ; I mean by this the offer to perfect the title which Urquhart made up stairs ; this release was prepared for the purpose of perfecting the title, and for that alone, and not to enable Wharton to sell the property for Urquhart's benefit. It was so understood at the time it was delivered to me. I prepared the release ; Urquhart took it, and with his wife had it executed before his counsel Graham Clarke. He then re-delivered it to me for Wharton. On the day of the sale, immediately after, Mr. Wharton handed me a hundred dollars, and told me to pay all the expenses and the purchase money. I was attorney for Burton and Mr. Lee, the two first judgments, to whom the money on the bids were coming ; and when the deed was delivered to me, I paid the sheriff's expenses, retaining the money that would have been coming to my clients in my own hands, as was always my custom where I represented the buyer and the judgment creditor to whom the money was coming. I never paid money to the sheriff, and had it repaid to me immediately by him ; I did not charge $25 for attending that sale nor received anything except the $100 fee ; I never made any charge for attending the sale.

I informed John B. Myers, and E. M. Davis & Co. in December, '55, after the reference had been taken, of the bill of Hall against Urquhart. I did not know of it before, nor did they.

I had several conversations about the $10,000 mortgage on Bloomfield with Mr. Urquhart. In all of these conversations Urquhart stated the mortgage was valid and binding. He never pretended to me that it was paid or satisfied. These conversations were both before and after the sale. A few days after the sale I asked Urquhart if some portion of this mortgage had not been paid. I told him that I was counsel for E. M. Davis & Co. and that no advantage could be taken of it, but that I felt curious to know. His response was no ; that no part of it had been paid or satisfied. He said in referencs to this mortgage, that E. M. Davis & Co. had advanced their money in good faith upon it. In one or two of these conversations that I had with him, he stated that the $10,500 paid by E. M. Davis & Co. to Myers, Claghorn & Co. were on account of the Bloomfield mortgage and the brickyard mortgage.

Note.—The entire testimony of Mr. Dudley, together with the exhibits produced, objected to, as irrelevant and incompetent, and the cross-examination made subject thereto.

Cross-examined.

I think in the first instance, I was spoken to by a third person to prosecute the Smythe judgment. I am not positive about it. I am rather inclined to think Mr. Smythe came to me, with a letter, in the first instance ; am not positive whether Mr. Gerhard sent me the letter, or Mr. Smythe brought it. I think I did not originally receive any retainer in this cause before the $250. I do not remember whether I received a fee before, or not ; my impression is I did not.

Note.—Mr. Browning calls on Mr. Dudley to produce his books relating to the judgments of Smythe and Lee.

Mr. Dayton, his counsel, says he will examine the books, and produce them hereafter if he sees proper.

Witness proceeds :

I keep no cash book and never have. I think no fee was paid me by Mr. Lee, previous to the $100. I have now no recollection of being paid by Lee a fee of forty dollars.

Note.—It is agreed that everything connected with the suits of Smythe, Lee, and Stegman Brothers & Co. shall be considered in evidence by the parties.

Witness proceeds:

My recollection is, that the day after the sale, I sent over one of my clerks to the store of E. M. Davis & Co. for the $450. I had the day before, received an order or memorandum from Mr. Wharton, on the house of E. M. Davis & Co. to pay this $450. My impression is, that Mr. Wharton handed me the $100 on the day of the sale, in notes. It was either in the bar room, in the hall, or the room back of the bar-room; it was not up stairs. I incline to think it was in the bar-room. It was a roll of notes he handed. I paid the balance of the money back to Wharton. I can't tell how much I appropriated to the expenses. I paid the sheriff, and I think, the court charges. I don't know what the other items in the charge of $514.97 are, than the $450. The taxed costs in the Smythe judgment, as appears by the record, are $29.99. I have no recollection of retaining the taxed costs out of this $100, but it is probable I did. I have no memorandum of the one hundred dollar retainer from E. M. Davis & Co. The $100 I considered a retaining fee generally and collectively, of the firm of E. M. Davis & Co. in this state, for any thing and every thing. I stated to the chancellor, on the argument of the petition cause, that I procured the release for Charles Wharton at my own instance and because he told me to be particular, and did it to cut off the wife's right of dower. Do not remember to have said that I did it because Mr. Urquhart was litigious. I might have said Mr. Urquhart was litigious. I knew him to be so, but I do not remember the exact words I used. Do not remember receiving any note from E. M. Davis & Co. by the hands of Mr. Urquhart on the day of sale, that they would give a check for or would pay the $816.00. I don't remember that Mr. Lee, when he called, brought any letter. He stated he had had communication with the house of E. M. Davis & Co. I got the information that Mr. Burton was to pay my fees in the Smythe judgment, either from Mr. Smythe or George or Robert, my clerks. I may have got it from both. I did not see Mr. Wharton on the day of sale, until I went to the hotel.

Mr. Urquhart, in my office, that day, said one of the firm would be over, and that he would advance the money on the Lee judgment, and he might have said the expenses also. I do not remember particularly about the expenses. My impression is, that Mr. Lee arrived at my office before Urquhart. I do not remember that Lee inquired what my fee would be, and that I told him $50. I think before we went down to the hotel I told Urquhart both what my charges would be on the Lee and on the Smythe judgment. I don't remember whether anything was said about the retaining fee of $100, of E. M. Davis & Co. at my office, or not. I think I have known incidents where the defendants attended the sales of their property, and proclaimed the

amount of incumbrances against their property. I cannot recall any particular instance. I have attended myself and made such announcements, and the announcement at this sale was in the way that I have usually done. I do not remember any instance now of attending for any defendant, but I have attended for incumbrancers, and I have stated the incumbrances at sheriff's sales where I attended for the plaintiff.

In Chief.

When the judgment was assigned over, I retained the $816 note, at Urquhart's suggestion, not giving it up to Carrall. When Carrall called I declined to give it to him, because it would be used as evidence of the payment of the judgment, and it was not designed to be so; the judgment was to stand against Urquhart, and it was so understood between the parties, and not to be considered in any way paid or satisfied.

Explanation by Mr. Dudley.

Where I say in my cross examination that I do not know what the other items in the charge of $514.97 than the $450, I do not mean to say that I know the $450 was any part of that charge. I do not know anything about the books of E. M. Davis & Co.

(Signed) THOMAS H. DUDLEY.

Affirmed and subscribed before me, this 25th day of June, A. D. 1857,
C. P. STRATTON,
M. C. C.

Adjournment to Friday, June 26th, instant, at 10 o'clock, A. M.

Friday, June 26th, ten o'clock A. M.—Examination resumed according to adjournment, in the presence of Mr. Voorhees and Mr. Dudley.

John A. Curtin, a witness produced by the defendants, being duly sworn, saith:

I reside in Brooklyn, state of New York. I know Mr. Urquhart, who sits here in the room. I had very late last fall, a conversation with Mr. Urquhart respecting E. M. Davis & Co. This conversation was in the store of Henry Robinson & Co. in New York city. Mr. Urquhart was there in the store. This was in the fall to the best of my recollection, after the presidential election, the fall of 1856. I was standing in the store waiting for an interview with Mr. Robinson, to make a sale of merchandise to him. While I was waiting, Urquhart came out of the counting room, and after the usual salutations, he opened up this matter of E. M. Davis & Co. to me, with considerable feeling and with what looked to me like bitterness towards them, saying, that he was preparing for them, and would fight it to the last, and that he had rights as well as others, he would show them. It attracted my attention for the gentleman to speak to me in that way upon a matter I had no interest in, and could have no interest in. It was unpleasant to me, I had kind feelings towards all the parties, and it was annoying to me that he should go on speaking of them where I had no interest. I tried to turn the conversation to matters of business, as I knew nothing of the merits of the case one way or the other.

(All the above testimony objected to as irrelevant and illegal. Cross-examination made subject thereto.)

Cross examined.

I can't come nearer the time of this conversation than what I have said. Nobody else was present to listen; others were in the store; possibly a good deal more may have been said than I have recounted for, but I forget. I made no memorandum of this conversation. I remember this particular part of the conversation I have related, because the words were spoken with so much point and there was so much feeling displayed that it made an impression on my mind. I am employed by the house of E. M. Davis & Co. as salesman, and was at the time of the conversation. I was employed in the house in New York; the house of E. M. Davis & Co. in that city. I can't remember anything else that was said, except that "he was preparing for them," that was said with the same point and feeling. Mr. Urquhart said "was preparing," or "was prepared," in this conversation with me. I can't tell which.

In chief.

I fix the time that this conversation was after the presidential election, by some entries on our books. We were trying to make sale of some goods at that particular time, which were on the wane. The feelings that I spoke of Urquhart's displaying, were bitter towards E. M. Davis & Co. E. M. Davis & Co. have two houses, one in New York, and one in Philadelphia. Their business is that of importers of European and India silks. The firm of E. M. Davis & Co. by which I was employed, is now changed to Davis, Burton & Co. and I am still in the same employ. The firm was changed about the first of May last. I may know Mr. Hornblower, the book-keeper of Mr. Robinson, by sight, perhaps. I am not sure. I know Mr. Newman. I think I saw him there on the day of this conversation. I am not positive about that. I have no doubt I should know Mr. Hornblower if he were to come in here, by sight, but I could not name him.

(Signed) JOHN A. CURTIN.

Sworn and subscribed before me, this 26th day of June, A. D. 1857.

C. P. STRATTON,
M. C. C.

Wednesday, July 1st, 1857, ten o'clock A. M.

Was attended by Messrs. Voorhess and Browning, and Mr. Dudley, in pursuance of last adjournment. The defence having rested, the complainants commenced this morning with rebutting testimony.

Complainants offer in evidence, a map of the county of Camden, (marked as Exhibit No. 86, of complainants.) (Objected to by Mr. Dudley.)

Samuel Halzell, a witness produced on part of complainants, being duly sworn, saith:

I reside in Camden county, three miles up the Marlton road, adjoining Bloomfield farm on the north west. I know David C Urquhart. Have known him four or five years; during all the time he resided on Bloomfield farm. Was his nearest neighbor. I know his character for truth and veracity in that neighborhood; it is as fair as any other man's that lives in the neighborhood,

so far as I have heard. I am on terms of intimacy with him and his neighbors. I never heard his integrity questioned by them until this present question arose. I mean by this present question this attempt to defame his character.

Question. What have you heard said by his neighbors in regard to that? (Objected to, as an improper question.)

Answer. It has met with general disapprobation.

(All the above testimony objected to.)

Cross-examined.

My residence has been permanently there for the last four years, except last winter, when I resided in the city. It has been about three or four weeks since I heard of this attempt to question his veracity. I never heard anything said against his character till within three or four weeks. I would wish to correct what I there said. I have heard objections made to him, but by yourself, (Mr. Dudley.) That was the first. It has been within three months time. My principal occupation now is conducting a farm. Urquhart has paid me interest on the mortgage on the field he purchased of me. He paid me interest for one year, near $90; the first year that came due. This was all that he ever paid me on account of the mortgage; it was a few cents less than $90 he paid. The amount of the mortgage was fourteen hundred and eighty-nine dollars. It was the interest on this.

(Signed) SAMUEL HALZELL.

Sworn and subscribed before me, this first day of July, A. D. 1857.

C. P. STRATTON,
M. C. C.

Joshua Barton, a witness produced on the part of complainants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I live on Cooper's creek, adjoining the Bloomfield Cottage Farm on the south. I know David C. Urquhart. I have known him ever since he moved on that place, or pretty soon afterwards; can't say how many years that has been. I was his nearest neighbor but two. I never heard anything against the character of David C. Urquhart, in that neighborhood, for truth and veracity. I was intimate with him and his neighbors when we met. I never heard anything said by his neighbors against his character for truth. So far as I know or have heard, his character is good. I am in my eightieth year of age.

(The testimony above objected to.)

Cross-examined.

I was as intimate with Mr. Urquhart as any of my neighoors. Some of them I saw oftener than him. I have had dealings with Mr. Urquhart not to any great amount, but he dealt as fairly with me as any other man. I can't say that I ever heard anything said by his neighbors about his character for truth and veracity, one way or the other, either for or against.

(Signed) JOSHUA BARTON.

Affirmed and subscribed before me, this first day of July, A. D. 1857.

C. P. STRATTON,
M. C. C.

Charles Curts, a witness produced on the part of complainants, being duly sworn, saith:

I reside three miles from Camden, next the Bloomfield farm, on Mr. Halzell's place. I have lived there the last year. I have lived in the neighborhood on a farm of Mr. Browning and brothers, for five or six years. I have known David C. Urquhart ever since he came into the neighborhood. I have been on terms of intimacy with him and his neighbors. I never heard his character for truth and veracity questioned in any way. His character is good.

Question. Have you heard anything of this attempt to defame his character, said by his neighbors? (Objected to.)

Yes; they consider it an outrage.

Cross-examined.

I was not one of the incorporators of David C. Urquhart's bill for a race-course, but I signed a petition for it. I live with Mr. Halzell, the witness just examined here. I am his son-in-law. I live in the same house. I don't know whether Mr. Halzell was one of the incorporators named in that bill or not. I am unable to say. Mr. Haines was one of the neighbors I heard speak of this attempt to defame Mr. Urquhart's character. I cannot name others. There were some three or four I have heard speak of it. Don't know whether I have heard Mr. Halzell. There are some three or four I have heard talk of it. Mr. Haines lives opposite to me. I have heard that Mr. Haines moved some rails off Bloomfield farm. I never saw any moved. Did not see his teams moving them. I heard Mr. Haines say he bought some rails of Mr. Urquhart. I do not know whether Mr. Haines moved any rails off Bloomfield farm or not; you are to understand me that I say this. I told Mr. App the same that I tell you. I never saw any go from there. My team helped move Mr. Urquhart. I was there at the time. I was not there when he moved the window shutters from the house, nor when the cupboard was torn from the house, nor when the range and the pipe were taken out. I do not know who did these things. I have no knowledge about it, except that I heard the things were gone. I never heard Mr. Urquhart say any thing about it, nor the neighbors, except that they were gone. I know nothing about it. Besides my team, Alfred Haines' team and Hewlings Haines' team, helped move Mr. Urquhart. My man went with the team. His name is Michael; that is all I know. He was only there one afternoon; went one load. I know nothing about Mr. Haines' taking rails from the Bloomfield farm, and I wish you so to understand me. I heard Mr. Haines say he bought rails of Mr. Urquhart. I think Alfred Haines is a brother-in-law of Mr. Urquhart. He is the son of Hewlings Haines.

(Objected, the above cross-examination.)

(Signed) CHARLES W. CURTS.

Sworn and subscribed before me, this 1st day of July, A. D. 1857.

C. P. STRATTON,
M. C. C.

Josiah Shivers, a witness produced on the part of complainants, alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

I am a justice of the peace, and reside in the city of Camden; I am acquainted with David C. Urquhart, and have known him—I should think—from three to four years. For the last two years I I have been quite intimate with him. So far as I know, his reputation is good; I know nothing to the contrary. So far as I know his reputation is good among his neighbors and friends, To my recollection I have never heard anything said against his character for truth and veracity.

Question. Have you heard anything said by his neighbors and friends of the attempt io defame his character in this suit?

I do not think I have.

Cross-examined.

I know nothing more about Mr. Urquhart's character than what I know about any other neighbor. I live in Camden, and have lived here for thirty years. I heard Urquhart say he lives now in Camden, but I do not know of my own knowledge that he does. I I know nothing for or against the man, except as I meet as other men.

(Signed) JOSIAH SHIVERS.

Affirmed and subscribed before me, this 1st day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

James M. Cassady, a witness produced on the part of complainants, being duly sworn, saith:

I reside in the city of Camden; am one of the proprietors of the Camden Democrat. I am acquainted with David C. Urquhart; have known him in the neighborhood four years; I have been in the habit of meeting him frequently and intimately, and of doing business with him. So far as I have heard, his character for truth and veracity among his friends and neighbors has been good. I have never heard anything said against his character for truth, except by some of those persons who were opposing the organization of the Bloomfield Park. Some of them I may have heard; the strongest that perhnps I ever heard, was by Mr. Dudley, in a conversation between him and myself; that was not very strong.

(All the above testimony objected to.)

The time I mean, when the conversation with Mr. Dudley was, was about the time of the examination before Mr. Howell; do not recollect exactly the date. I never have, to my knowledge, heard Mr. Urqunart tell any falsehoods when trying to push his bill through the legislature. Do not remember to have heard him say that he had all the judges of the common pleas of Camden county among his petitioners. I was assisting him in getting his bill through. I reside in the city of Camden, and have for twenty years; never lived in Delaware township. What I have seen of Mr. Urquhart has been principally here, when he has come down to Camden, and in Trenton. I think I was at his place at Bloomfield once. I do not remember to have seen him there oftener. Sel-

dom went out there. Sent for him if I had business with him.

(Signed) JAMES M. CASSADY.

Sworn and subscribed before me, this first day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

William Stone, a witness produced on the part of complainants, being duly sworn, saith :

I reside between five and six miles from Camden on the Marlton turnpike, between two and three miles from Bloomfield. I follow farming. I am not a great deal acquainted with David C. Urquhart ; I just know him cleverly ; have not much acquaintance with him ; have known him by sight three or four years, I guess ; I never heard any of his neighbors speak against him ; so far as I know, I have not heard his neighbors speak of him a great deal ; I have never heard any one speak against his character for truth and veracity.

(Objected to.)

Cross-examined.

I never had much acquaintance or dealing with Mr. Urquhart ; so far as I know, he bore a good character. I do not know a great deal about him ; he always used me well ; have never made any inquiry as to his standing for truth and veracity among his neighbors, or any body else ; I never heard any body complain about him, I never heard his neighbors speak about his character for truth and veracity any way ; was never out much where he was. I live near Ellisburg, at Coopertown.

(Signed) WILLIAM STONE.

Sworn and subscribed before me, this 1st day of July, 1857.
C. P. STRATTON,
M. C. C.

Joseph C. Willis, a witness produced on the part of complainants, being duly sworn, saith :

I am a farmer ; I reside at Coopertown, Delaware township, Camden county, about two miles and a half from Bloomfield. It is on the Marlton Turnpike. I am acquainted with David C. Urquhart ; I have known him since I lived in the country ; that was in 1852 ; I believe he was living at Bloomfield when I came. I have been in the habit of meeting Mr. Urquhart during that time frequently, as I do my other neighbors. I never heard his character for truth and veracity questioned among his neighbors. I say his character for truth and veracity is good ; I never heard anything against it.

(Objected to.)

Cross-examined.

I was one of the incorporators of the Bloomfield Park Associa-

tion, got up by Mr. Urquhart, or by whatever name it was called; I forget at present.

(Signed) JOS. C. WILLIS.

Sworn and subscribed before me, this 1st day of July, A. D. 1857. C. P. STRATTON, M. C. C.

Charles D. Hendry, a witness produced on the part of complainants, being duly sworn, saith:

I am a practicing physician, and reside in the village of Haddonfield; I am acquainted with David C. Urquhart; have been his family physician while he resided at Bloomfield and in the vicinity.

Question. Are you acquainted with his character among his neighbors and friends, for truth and veracity?

(Objected to.)

I never heard it questioned. He always passed among his neighbors and friends as a gentleman, so far as I know.

Question. Did you ever hear anything said against his character for truth and veracity?

No Sir, not on those points. There has been a prejudice against Urquhart in the community, among a certain class.

Cross-examined.

I live at Haddonfield; I never heard anybody say Mr. Urquhart would tell untruths.

(Signed) CHARLES D. HENDRY.

Sworn and subscribed before me, this 1st day of July, A. D. 1857, C. P. STRATTON, M. C. C.

Alfrd Hugg, a witness produced on the part of complainants, being duly sworn, saith:

I am a member of the bar of this state, and reside in the city of Camden. I am acquainted with David C. Urquhart; have known him three or four years. During part of that time, I have transacted business for him, and have been intimately connected with him; I have been intimate with him for the last two years.

Question. Are you acquainted with his character for truth and veracity among his neighbors and friends?

I am; it is good.

Question. Have you ever heard anything said against it?

I never heard anything, till I heard it was questioned in this cause. I have heard some of his neighbors or friends in Camden speak about it. They expressed a great deal of surprise—for they always believed him to be a man of truth and veracity.

(Testimony objected to. Cross-examination subject thereto.)

Cross-examined.

The friends in Camden I heard speak of it were Sheriff Garrett, James M. Cassady, R. Graham Clarke, William Hanna, and, I think, Isaac W. Mickle and Samuel Hanna. There were a number present; it was under Woolston's shed. Urquhart had told me of it in the street, and I mentioned it there; these persons I have named, all live in Camden. The business I have had with Mr. Urquhart during the last two years, was professional business, matters of law, nothing to do with the race-course; I had no connection with that; I never resided in Delaware township; I have seen Mr. Urquhart here in Camden, and at Bloomfield, where he resided; Mr. Voorhees called on me to come here; Mr. Urquhart called on me since the examination of Atkinson and those, and said that I might be wanted to testify to his character.

(Signed) ALFRED HUGG.

Sworn and subscribed before me, this 1st day of July, 1857.
C. P. STRATTON,
M. C. C

Edmund Brewer, a witness produced on the part of complainants, being duly sworn, saith:

I am sheriff of the county of Camden at this time, and have been since November last. I know David C. Urquhart. It is between eighteen months and two years since I became acquainted with him.

Question. Do you know anything about his character and veracity among his neighbors and friends?

Nothing more than I have heard, unless from what little business transactions I have had with him myself.

Question. Is his character for truth and veracity good or bad, from what you know?

I believe it to be unquestionable, so far as I know.

Question. Have you ever heard anything said against it?

Never, until this suit came up.

(Objected to.)

Cross-examined.

I do not know that I ever heard any of his neighbors say anything about his character for truth and veracity; I have heard Hewlings Haines, Ralph V. M. Cooper, and Benjamin Martin say he was a first-rate man; I have travelled through the neighborhood some during the past year; before I moved to Camden, I lived in Gloucester township, between Blackwoodtown and Chew's Landing; I moved to Camden on the 24th of March last; where I lived, by the most direct road, must be nine miles from Bloomfield; but I visited all parts of the county last year, when I was canvassing for sheriff. I don't know about his character for truth and veracity among his neighbors, as I have never heard them speak about it, only so far as I know myself. I know nothing myself, only my mere business transactions. I arrested him with a capias, some ten days or two weeks ago. He told

me I should have the money on the following Saturday, and at that time it was forthcoming. This is about the extent of my business transactions with him; what I have stated here is about all I know about him, or about his character either.

In chief.

Re-examined.

The capias was issued out of the Supreme Court. Mr. Dudley was the attorney; it was a capias for costs. I served it at the request, and under the directions of Mr. Dudley.

Cross-examined.

It was given to me to serve since this examination was begun; and with directions to have it served forthwith, and I paid the amount over to Mr. Dudley. I think Mr. Voorhees paid me the money last Friday or Saturday was a week; I paid the money to Mr. Dudley the same week I got the capias, I think the same day I got it from Mr. Voorhees. It seems to me this capias was in an ejectment suit; I do not know whether any thing can be made out of Mr. Urquhart or not.

(Signed) EDMUND BREWER.

Sworn and subscribed before me, this 1st day of July, A. D. 1857. C. P. STRATTON, *M. C. C.*

John K. Roberts, a witness produced on the part of complainants, being duly sworn, saith:

I reside in Newton township, village of Haddonfield; I now represent the county of Camden in the Senate of New Jersey, and have for three years. I am acquainted with David C. Urquhart. I have known him, I think about three years; within the last eighteen months I have met him frequently—have been at his home twice.

Question. Are you acquainted with his character for truth and veracity among his neighbors and friends?

I am, Sir; it is good.

Question. Have you ever heard anything said against it?

I never heard any thing said against his character for truth and veracity in my life.

(All the above testimony objected to.)

(Signed) JOHN K. ROBERTS.

Sworn and subscribed before me, this 1st July, 1857. C. P. STRATTON, M. C. C.

William R. Lord, a witness produced on the part of complainants, being duly sworn, saith:

I reside on the Marlton 'pike, four miles from Camden, in Delaware township; I am about a mile and a half from Bloomfield farm. I have lived in that neighborhood for twelve or fourteen years. I am acquainted with David C. Urquhart; have been ac-

quainted with him I think, about four years, ever since he moved to Bloomfield.

Question. Are you acquainted with his reputation for truth and veracity among his neighbors and friends?

I don't know any thing about his neighbors and friends. I have had some dealings with him; he always acted like a man with me.

Question. Did you ever hear his character for truth and veracity questioned:

(Objected to, as leading.)

I never have; he is a stranger to me any more than a neighbor; have never heard any thing said against him; he always acted right with me.

(All the above testimony objected to, and the cross-examination made subject,)

Cross-examined.

Never heard Mr. Urquhart's character for truth and veracity talked about among his neighbors at all.

Question. You then don't know whether it is good or bad?

I do not.

In chief.

Question. Do you mean to say then his character is bad?

I do not. I do not mean to say what I do not know.

Question. Is it good so far as you know?

(Objected to as leading.)

Yes, so far as I know.

Cross-examined.

Question. But your knowledge is not such as to say whether it is good or bad?

I can't say; so far as we have had any dealings, he has always acted right with me.

Question. What you mean to say then, is that you do not know anything about his character for truth and veracity, one way or the other?

No, I don't know.

(Signed) WILLIAM R. LORD.

Sworn and subscribed before me, this 1st day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Adjournment to July 2d, ten o'clock A. M.

John W. Mickle, affirmed:

I know David C. Urquhart. I reside in the city of Camden. Have known him since a few months before I sold him Bloomfield, the date of which is on the deed. I know most of the people within some miles around Bloomfield. I still own 100 acres of land, adjoining Bloomfield.

Question. Do you know the character of Mr. Urquhart for truth and veracity?

I know nothing derogatory. His business transactions with me were always fair enough.

Question. Have you ever heard his integrity or character for truth and veracity questioned by any of his neighbors?

(Objected to, as leading and irrelevant.)

I never have. Mr. Dudley asked me if I knew what Mr. Urhart's character was for truth and veracity. I told him I knew nothing against it. This was within a few days of the time I was here before; the same time Mr. Duley asked me to come before.

Being cross-examined.

He never asked me but the one time. It was before I was examined here before. I never saw him but once, when he called on me to be a witness before. I came around and was examined at the time you (Mr. Dudley) requested me to call. I have come around in this instance, at the request of Mr. Browning. He called on me. Nobody else called on me. I have not been intimate with Urquhart. I am not intimate with any body. I have been at his place several times. Have had business transactions with him. Have lived in Camden twenty years: so long I have forgot when I came.

In Chief.

When my nephew was about to foreclose the mortgage on Bloomfield, Mr. Urquhart called on me, and requested that the mortgage should be foreclosed, and also that my neice should do the same; my niece, Mrs. Hall. This was before the foreclosure was commenced. He said his reason was, some parties were trying to defraud him, and he wanted the matter brought to an issue. Do not remember that he said what parties, but he said some parties. I don't recollect how long this was before the foreclosure was begun. It was not long, however.

(Signed) JOHN W. MICKLE.

Affirmed and subscribed before me, this 2d day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Josiah A. Shivers, sworn.

I reside up the Cooper's creek road, Marlton 'pike, about half a mile below Bloomfield, west of Bloomfield. It is the next farm but two, I believe. I was born and brought up in that neighborhood. I know David C. Urquhart; have known him about four years.

Question. Have you been intimate with him and his neighors during that time?

(Objected to.)

Oh yes.

Question. Do you know his character for truth and veracity in the neighborhood?

(Objected to.)

I always took him to be an upright, honest, worthy man. I have never heard anybody speak against his character for truth.

(The whole of the above testimony objected to, and cross-examination made subject thereto.)

Cross-examined.

I always took Urquhart to be a worthy, honorable man; never knew anything to the contrary.

(Signed) JOSIAH A. SHIVERS.

Sworn and subscribed before me, this 2d day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

John C. Shreve, affirmed.

I reside about four miles from Camden, up the Marlton 'pike, about a mile above Bloomfield, on the Archer place. I have resided there three years the 28th of last March. This was the first of my residence in that neighborhood. I know David C. Urquhart. I have known him ever since I lived there. I saw him directly I moved there, and made his acquaintance by purchasing some lumber of him. I have had frequent dealings with him. I know most his neighbors and the people resident in that neighborhood. I have been on terms of intimacy with him and them since my residence in that neighborhood.

Question. Do you know the character of David C. Urquhart for truth and veracity in that neighborhood.

I know nothing against his character.

Question. Have you ever heard it questioned by any one?

(Objected to.)

No Sir; I have not. Mr. Dudley asked me yesterday what I knew about Mr. Urquhart.

(Signed) JOHN C. SHREVE.

Affirmed and subscribed before me, this 2d day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Joseph C. Stoy, affirmed.

I reside at Stoy's Landing, Newton township, on Cooper's creek, about two miles southerly from Bloomfield. I have resided in that neighborhood pretty much all my life. I own a farm nearer to Bloomfield than where I live, about a mile and a quarter I should think from there. I cultivate it myself. I keep a store besides farming, cut some lumber and so on. I know David C. Urquhart; have known him in the neighborhood of four years; ever since he came in that neighborhood. I know his neighbors intimately. He has been to my house often, backwards and forwards.

Question. Do you know his character for truth and veracity in that neighborhood?

It is good, I believe. I know nothing against it.

Question. Have you ever heard it questioned by any body?

I have not. I have had dealings with him more or less, for three or four years. He has always dealt uprightly with me; never discovered anything to the contrary.

Question. Do you know whether he is held in high or low esteem by his neighbors?

(Objected to, as illegal and improper.)

He is held in high esteem among his neighbors.

(All the above testimony objected to, as illegal and irrelevant, and cross-examination waived.)

(Signed) JOSEPH C. STOY.

Affirmed and subscribed before me, this 2d day of July, A. D. 1857.

C. P. STRATTON, M. C. C.

Josiah S. Rudderow, sworn.

I reside near Joshua Barton's, on the Marlton turnpike, adjoining farm on the Hampton place; it is about a quarter of a mile from Bloomfield farm. I have resided there eight years. I know David C. Urquhart and have known him ever since he came there to live. I have been pretty intimate with him.

Question. Have you been intimately, or slightly acquainted with his neighbors during that time?

(Objected to.)

Intimately.

Question. Do you know his character for truth and veracity in that neighborhood?

I never knew anything to the contrary. He always was upright with me. We have had a good bit of dealings.

Question. Did you ever hear his integrity questioned or impugned by any one?

(Objected to)

No, I have not.

(The whole of the above testimong objected to, as illegal and irrelevant, and cross-examination made subject.)

Cross-examined.

Do not own the farm where I live. I rent the farm.

(Signed) JOSIAH S. RUDDEROW.

Sworn and subscribed before me, this first day of July, A. D. 1857.

C. P. STRATTON, M. C. C.

Hewlings Haines, affirmed.

I reside on Cooper's creek, Marlton turnpike, exactly opposite Bloomfield. My house is about a quarter of a mile, or not that, off. My farm was formerly part of Bloomfield. I have resided there some 26 years. I know David C. Urquhart; have known him some five years, I think. I knew him before he came there. I have known him intimately.

Question. Do you know his neighbors, and if so, slightly or intimately?

(Objected to.)

I know them intimately; all of them.

Question. Do you know his character for truth and veracity?

I think I do, it is good; I consider it good.

Question. Have you ever heard it impugned, or spoken against by any one?

(Objected to.)

I never have.

(Witness being shown the map of the county of Camden, (Exhibit No. 86,) says:

The following are the names of the residents on the farms, or

the heads of the families, from where the road branches off at the Moorestown turnpike to Ellisburg. Alfred Stow is first, a tenant on Mr. Folwell's place; second is Josiah Shivers; next, Charles Rudderow; Joseph Hatch's tenant I don't know, the next place; Wm. Anderson lives next. Isaac Curts did live next. A black man lives in the little house oppositite the school-house; came there this spring; don't know his name. Charles Curts lives on the side of the road, on the Halzell place. Henry Shuster lives next, on the Johnson place. The next is Bloomfield; the next is myself, opposite Bloomfield. Next is Barton, Joshua and John. The next is Josiah S. Rudderow. The next is David W. Carrall, on the old Hampton place; next is Wm. Cline, a tenant on that place. The next is Richard Shivers; Jehu Shivers is his brother, living back from the road, on the adjoining place. The next is Jacob M. Troth; he is not at home. Next after Troth is John C. Shreve. Next, William Lord. Next is Isaac Nicholson. Next is Aaron Moore, opposite to which is Jos. C. Stoy's farm. Next is Jos. C. Stoy's place, where he lives; the house is just over the creek. The next is Wm. Stone. The next is Ezra Fish, a stranger; came there this spring. The next is Joseph Willis. The next is Isaac Lewellyn. The next is Stacy Stockton, at Ellisburg, Ellis' tavern.

(All the above objected to as illegal and improper, and cross-examination made subject.)

Cross-examined.

I knew Mr. Urquhart a short time before he bought Bloomfield. He then resided, I think, in Philadelphia; don't exactly know in what part of the town. I don't know that I was one of his incorporators in his bill for a race-course or park. I signed his petition. I don't know that I was one of his incorporators. I had no interest in anything of the kind. My son is a brother-in-law of Mr. Urquhart's. I dont exactly know what time in the spring it was when Mr. Urquhart removed from Bloomfield. I know it was this spring. My team helped him move. Can't say whether it was March or April. Can't say what month it was when he moved. My team helped him move. I helped put on some of the goods. I was not there all the time. I helped put on a bureau; that is about all I did. I had other business, and was not there. I was not there when the shutters were taken off. I did not see them taken off. Did not know any thing about it till some of my family named it; some of my family missed them. I was not there when the sash were removed, and did not see them removed. I was not there when the lead pipe was cut out; I was not there when the cupboard up stairs was torn out of the wall. I was not there when the range was torn out; did not know it was out till since he moved. I have not been up stairs since he moved, and was not up there at the time he moved. I moved some rails from that farm some time last March, maybe it was in February. It was some lumber, rails and stuff I bought of Mr. Urquhart. This was two months before he moved, perhaps. I had rails there on his farm that I had used there. I moved all the rails and lumber that I have spoken of before Mr. Urqu-

hart moved. I have taken nothing since. I locked the gates afterward by order of Mr. Urquhart. I put some chains on, and locked them up. I did this the day Mr. Urquhart moved away. In the evening I went over, and locked both the gates. The object I had, there was a great many cattle about, and I have had charge of the farm for 15 years. I farmed some 15 acres there last year. I had charge of the farm in Mrs. Tyndale's time, and ever since, but two years. My object there in locking the gates, was to prevent trespasses by cattle. During the two years that I was away, I lived in Camden; in Plum street part of the time; then at Kaighn's Point, where I kept the hotel of the ferry company. My cattle were on the Bloomfield farm after Mr. Urquhart went away. The fence was down and they went in. I did not turn them there. They had been accustomed to go there. Mr. Urquhart gave me the privilege of turning my cattle in there till the farm should be sold. I think my cattle got in since the property was sold, but they broke in or got in. They have never been turned there since the farm was sold. I am occasionally in the habit of turning my cattle in the road, to get water and so on. My cattle were not turned out in the road for the purpose of going on to Bloomfield farm.

I have had charge of Bloomfield farm since I moved from the hotel at Kaighn's Point, two years ago. I think Mr. Urquhart has not farmed the place since I came back from Camden; not any more than his garden. I can't say what he did for a living during these two years. He had it farmed on shares; of course he got part. Can't say how many rails I moved off the farm; did not count them. There was lumber, work benches, cart, harrow, and a great many things I took. Can't say about how many rails there were. There were four or five loads of the rails. Some rails there belonged to me. They were spliced rails I had taken from my own farm. When I farmed there last year, the fields were not divided by fences; not all of them. I did not take any rails out of fences. I took some rails that had been thrown out in the woods in heaps, when the fire was there. I can't say whether they had been in fences or not. I never saw them in fence since I went back from Camden. Before I went back I might have seen them in fence. I said I had charge of the farm except two years, since Mrs. Tyndale's time. I cannot say whether there was a fence there before the time I went to Camden. While I was away there was a race-course or avenue made, or whatever it might be called. Mr. Urquhart called it Bockius' Avenue.

I can't tell whether I moved any rails that were ever in fence or not; how can I tell that? I don't know; I don't know whether any of these rails I moved away had ever been in any fence; I can't swear to it; some of them were never in a fence; there were some rails back of the barn in a pile, that were never in a fence; these were a small pile, a cart load or so; the others that I moved away I suppose had been in a fence; I can't swear to it; there were great alterations made while I was away; the alterations I refer to was making this avenue, and the whole farm was laid off into building lots at one time; I did not take the lumber off of any of the bridges there on the farm; I can't tell whether my

team or men that were hauling took it or not; I do not know that they did; I gave Mr. Urquhart in the neighborhood of forty dollars for what I bought of him there; this embraced everything I took off the farm; hoe-harrows, lumber, carts, &c. The lumber I moved was about the house, back of the crib-house and in places; it was not all there; I bought some lumber at the brickyard of him; I do not know that I moved any lumber, except that which came from the brickyard, and that which was back of the crib-house and about the house; I can't say how many rails of my own there were I moved off. Some of these were up the avenue, some back of the barn, and some below the ice-house; I don't know how many rails I hauled off; I don't believe there were more than five or six loads; I think there was some old stuff from about the house taken in a cart; some of my men hauled them away; I can't exactly recollect who; it may have been my son or one of the men; my son Josiah was generally with them when they went; my men are two Dutchmen; their names are Henry and Joe; I don't know their last names; John Hart lives in my house; I forget whether he helped move the rails or not; I think not; I think he was ploughing; he might have helped me move some of them.

(The above cross-examination objected to as irrelevant.)

(Signed) HEWLINGS HAINES.

Affirmed and subscribed before me, this 2d day of July, A. D. 1857, C. P. STRATTON, M. C. C.

Isaac Lewyllen, a witness produced on the part of complainants, alleging himself, &c. and being duly affirmed, saith:

I reside on the Marlton turnpike, between two and a half or three miles beyond Bloomfield, as near as I can tell; I have resided there since I bought the farm about nine years ago; I have lived most of my life in the neighborhood, except three or four years I was away; I am acquainted with David C. Urquhart; I have known him pretty much since he lived at Bloomfield; I have been intimately acquainted with him.

Question. Are you acquainted with the people in the neighborhood of Bloomfield? and if so, slightly or intimately?

(Objected to.)

I am intimately acquainted with them without it is, now and then, a stranger.

Question. Do you know David C. Urquhart's character for truth and veracity.

I know it to be good.

Question. Have you ever heard it impugned, or spoken against?

Never.

Cross-examined.

I can't say exactly how long it is that I have known Mr. Urquhart; since he came upon that place; where I live is about two

and a half or three miles from Bloomfield, as near as I can come at it.

(Signed) ISAAC LEWYLLEN.

Affirmed and subscribed before me, this 2d day of July, A. D. 1857. C. P. STRATTON, M. C. C.

Franklin Ellis, a witness produced on the part of complainants, being duly affirmed, saith:

I reside at Ellisburg, on the Marlton turnpike; I have resided there these twenty-five years; it is about three miles, I should judge from Bloomfield where I live, perhaps three and a quarter. I know David C. Urquhart; I have known him, I should suppose three years; I have known him intimately.

Question. Do you know the people in the neighborhood of Bloomfield, slightly or intimately.

(Objected to.)

Some of them slightly, some intimately.

Question. Do you know Mr. Urquhart's character for truth and veracity?

(Objected to.)

I never heard it doubted.

Question. Have you ever heard it impugned or spoken against by any one?

(Objected to.)

No, Sir; I am a farmer.

(The whole of the above testimony objected to as illegal and incompetent, and cross-examination made subject thereto.)

Question. Do you know of your own knowledge, whether his character for truth and veracity is good or bad?

I know nothing to the contrary; his character has always been good about our place, I mean "to the contrary" of what I said before; I said it was good.

(Signed) FRANKLIN ELLIS.

Affirmed and subscribed before me, this 2d day of July, A. D. 1857. C. P. STRATTON, M. C. C.

William Anderson, a witness produced on the part of complainants, &c. and being duly affirmed, saith:

I reside about three miles from Camden, on the Marlton 'pike, on part of the Browning tract; I have resided there ten years, last spring; it is about half a mile from Bloomfield where I live; I know David C. Urquhart; I have known him about four years, ever since he came into the neighborhood; I have been very intimate with him.

Question. Do you know the people of that neighborhood? and if so, slightly or intimately?

(Objected to.)

I know a good many of them pretty intimately.

Question. Do you know Mr. Urquhart's character for truth and veracity in that neighborhood?

(Objected to.)

I never heard anything against it.

Question. Did you ever hear it questioned or impugned in any way?

(Objected to.)

I never did.

The whole of the above testimony objected to, and cross-examination made subject to the same.

My business is farming; I farm for myself; I farm to shares on David Carrall's farm; he is the father-in-law of Mr. Urquhart; the house and lot on which I live belong to the Messrs. Browning.

his

(Signed) WILLIAM X ANDERSON.

mark.

Affirmed and subscribed before me, this 2d day of July, 1857.

C. P. STRATTON,
M. C. C

William Cline, a witness produced on the part of complainants, &c. being duly affirmed, saith:

I reside on Marlton turnpike, first house beyond Joshua Barton's, on the other side of the road, a little over half a mile from Bloomfield; I have lived there a year ago last spring, but have lived in the neighborhood these seven years; I know David C. Urquhart, and have, ever since he moved to Bloomfield; I know the people of that neighborhood most of them, pretty intimately.

Question. Do you know Mr. Urquhart's character for truth and veracity in that neighborhood?

I never heard anything to the contrary of its being good.

Question. Did you ever hear it questioned or impugned by any body?

(Objected to.)

I never did; I know Jacob M. Troth; he is my nearest neighbors; he is down in Virginia at this time, and has been for several weeks

(All the above examination objected to, and cross-examination made subject.)

Cross-examined.

I think Troth left home and went down there some two or three weeks ago; it may have been longer; I can't say whether it is longer; it is somewhere about that time. I follow carpentering, distilling, and whatever I can make the most money out of; my trade is carpentering, but whenever I see a good job that something can be made out of, I go at it. I have lived where I do now, a year last

spring. Previous to that I lived where Josiah Shivers does two years; I lived in Hewlings Haines' house one year.

(Signed) WILLIAM CLINE.

Affirmed and subscribed before me, this 2d day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Alfred Haines, a witness produced on the part of complainants, being duly sworn, saith:

I reside in South Camden, at Kaighn's Point; I keep the Kaighn's Point ferry hotel; I am a son of Hewlings Haines, and married a sister of Mr. Urquhart's wife; I know David C. Urquhart; have known him some eight or nine years, may be more; I forget the exact time; I know Washington Horter.

Question. Do you know whether Washington Horter has friendly feelings to David C. Urquhart? and if so, state what you know?

(The question objected to as illegal and improper.)

Answer—I know that he has been making hard words against Urquhart; he has told me at different times, that he did not want any thing to do with Urquhart, that he knew him to be a d—d rascal; this is the way he expressed himself to me when we would be talking. He has said that very often to me within a year, or a year and a half back. The last time he said this, that I heard, was about a month ago. He cursed him beyond everything. I knew David C. Urquhart all the time he resided at Bloomfield and before he went there.

(Objected to as illegal and improper no proper ground having been laid for such examination.)

Question. Are you intimately acquainted with the people in the neighborhood of Bloomfield?

Yes, Sir.

Question. Do you know Mr. Urquhart's character for truth and veracity in that neighborhood?

I do; it is good. It was always considered good through the neighborhood by every one I ever heard speak of it; I am well acquainted with the neighbors all through there.

Question. Did you ever hear it spoken against or impugned by any body in that neighborhood?

I never did. Mr. Urquhart now resides at Kaighn's Point, near me, within four or five squares; he has resided there since he moved down from Bloomfield; I have heard nothing said against his character for truth and veracity in the neighborhood where he now resides.

(All the above testimony objected to, and the cross-examination made subject thereto.)

Cross-examined.

Never heard anybody say Mr. Urquhart was a rascal but Mr. Horter. Never heard Geo. Middleton say so, never heard Geo. Middleton say he was a dishonest man, or impugn his character in any way; I helped Mr. Urquhart move; I helped personally; did the biggest part of it. I was not

there when the shutters were taken off; I don't know any thing about the shutters; never knew they were off; have no Venitians, sash, or door about my place that came from there; they never were there, nor anything of the kind, nor about the premises. I know nothing about the shutters, nor their being removed, except what I have heard here to-day. I don't remember exactly the time of the moving. I moved nothing but household goods. I was up stairs; don't remember whether the cupboard was there or not; know nothing about its being removed; know nothing about the range; the last time I heard Washington Horter speak in this way about Mr. Urquhart was in Horter's store; that was somewhere about a month ago; don't remember who was present; I have told you as near as I can remember what Horter said on this occasion. I don't know that I can give his conversation more definitely. I did not care about hearing what he said; him and me was a talking, and I happened to mention Mr. Urquhart's name, and that was the way he spoke of him; I don't remember how I happened to mention Mr. Urquhart's name.

Question. Will you give us the conversation that took place in the store at this time?

I wanted Mr. Horter to go with me to a certain place; he said he did not care about going; said he did not want to see Urquhart. The place I wanted him to go to was Carrall's, our father-in-law's. I wanted him to ride out there. He thought Urquhart might be there, and did not want to go; I don't remember for what purpose we wanted to go. We often go out there. He has no horse, and I thought it would be a ride for him and his family. There was no particular object in our going on that occasion. I don't know how I came to mention Urquhart's name; I mentioned no particular reason for his going on this occasion; I merely asked him to take a ride out there, as I had often done before. I did not know anything about Mr. Urquhart's being there on that day. I did not expect he would be there any more than others. I can give no more of the conversation that took place with Horter on this last occasion. I believe what I have narrated is about all that took place. I cannot remember all that was said.

Question. Was all that Mr. Horter said to you on that occasion that he did not want to go out there, for Urquhart was a d—d rascal, and he did not want to meet him?

Something like that. This is as near as I can give the conversation.

(Signed) ALFRED HAINES.

Sworn and subscribed before me, this 2d day of July, 1857.
C. P. STRATTON,
M. C. C.

Adjourned to three, P. M.

Three o'clock, P. M. Examination resumed according to adjournment.

William S. Bundick, a witness produced on the part of complainants, &c. and being duly affirmed, saith:

I reside in South Camden; I am acquainted with David C. Urquhart; have known him two years last March. He resides at this time on Broadway, just below Market Street in South Camden. He moved there this spring. Since I first became acquainted with Mr. Urquhart, I have met him frequently, and might say I know him intimately. I have had business with him.

Question. Do you know his reputation for truth and veracity, among his neighbors and friends?

I never heard an intimation against it before the present suit.

Question. Have you never heard his character impugned or questioned in any way?

Never, before the present suit.

(The whole of the above testimony objected to. Cross-examition made subject thereto.)

Cross-examined.

I reside in Market Street, next door to the glass house, in South Camden; I have resided there about ten years; Mr. Urquhart has resided in Camden since last spring; I have heard him spoken of frequently. I never heard his character particularly spoken of before this present suit. I was in the habit of going to his place every day, or other day, one spring and summer about two years ago; not to his house, but to the brickyard adjacent.

Question. If you never heard Mr. Urquhart's character spoken of before this suit, how can you say that it is good or bad among his friends and neighbors?

I have heard him spoken of a thousand times; I mean to say I have never heard any one speak ill of him; that is what I mean to say.

In chief.

I am acquainted with James P. Michellon. I know that he agreed to purchase the brickyard of Mr. Urquhart; I was present at the time.

(Mr. Dudley objects to all the evidence relative to Mr. Michellon's purchasing the brickyard, and what was said and done in reference to it, on the ground that it is irrelevant and illegal testimony; also, that if relevant, that Mr. Michellon should be himself called.)

Mr. Michellon was to give, I think, for the brickyard property, $6000. I remember how the payments were to be made. Michellon was to pay one thousand dollars cash, or two notes, one payable in four and one in six months. The balance was to remain on mortgage. The purchase was consummated, I believe, all but the paying over. The bargain was made and the deed made. I do not know whether the deed was ever delivered. I saw him call upon Michellon, and he said he was not able to comply with

the bargain. This was not the time when the deed was first agreed to be delivered. I was with him a number of times when he called upon Mr. Urquhart and requested the deed. Mr. Urquhart always said there was some impediment in the way; that he was not able to give him a title, but that he would soon do so. I do not remember what the impediments were.

(The whole of the above re-examination objected to, as illegal and irrelevant, and the re-cross-examination made subject thereto.)

Re-cross-examined.

There was a writing or agreement entered into, when the bargain was made. I do not know who has that. I think that Mr. Urquhart gave it to James P. Michellon. I did not know what you referred to. James P. Michellon lives in city of Camden, in Broadway, first door below Chesnut street, on the east side of the way. I never saw the deed that was drawn. I have no knowledge of one being drawn, except what I have got from others. Mr. Urquhart and Mr. Michellon. My business is that of keeping a coal wharf. I keep it myself.

(Signed) WILLIAM S. BUNDICK.

Affirmed and subscribed before me, this 2d day of July, A. D. 1857,
C. P. STRATTON,
M. C. C.

Henry Shuster, a witness produced on the part of complainants, being duly sworn, saith:

I reside on Cooper's creek, about three miles from Camden. From the Bloomfield Cottage to my line is about 600 yards. From my house to the house there, is in the neighborhood of half a mile. I have resided there five years last February. I am acquainted with David C. Urquhart. Have known him since I have been where I am now. I am intimate with Mr. Urquhart and his family. I am intimately acquainted with nearly all the people within two miles of Bloomfield, on that side of the creek.

Question. Do you know his reputation among his friends and neighbors, for truth and veracity?

I do.

Question. Is it good or bad?

It is good so far as ever I learnt.

Question. Have you ever heard it impugned or questioned?

No Sir.

(The above testimony objected to, and cross-examination made subject.)

Cross-examined.

I do not recollect the time when Mr. Urquhart advertised Bloomfield for sale in 1854. I remember it was advertised for sale. I can't say when. I was there at the sale; it took place on the farm the time I mean. I do not remember what it was bid up to. I merely went over there with my landlord, Mr. Johnston. I staid there about half an hour after the farm was bid in. There was a fracas there before I left. There was a dog fight, if that is what you mean by a fracas. The dogs were Mr. Halzell's, and a terrier dog belonging to somebody else. I did not see any fight there

between any men. I know there was a disturbance there on that day. I know that myself. I farm for Mr. Johnston.

(Signed) HENRY SHUSTER.

Sworn and subscribed before me, this 2d day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Isaac W. Mickle, a witness produced on the part of complainants, being duly sworn, saith:

I reside in the city of Camden. Am the proprietor and editor of the Camden Democrat. I am acquainted with David C. Urquhart. I don't know exactly how long I have known him. I should think since 1852, shortly after he bought Bloomfield. I have been in the habit of meeting him frequently since that time. I know quite a large number of his neighbors up there. I do not know all of them.

Question. Do you know his reputation for truth and veracity among his neighbors and friends?

I have never heard it questioned by those whom I considered his neighbors and friends.

Question. Have you ever heard it questioned or impugned?

I have heard two men speak against his character, but whether it was upon that particular point, I don't know. These were E. M. Davis and Mr. Dudley.

(The above testimony all objected to, and cross-examination made subject.)

When I heard Mr. Davis and Mr. Dudley speak of Mr. Urquhart, was about the time of the injunction stopping the first sale of Bloomfield. I met Mr. Davis in Philadelphia. I think the remark of Mr. Dudley was that he was a bad man; that is the remark he made. My intercourse with Mr. Urquhart has been down here at Camden, but more especially at Trenton during legislature.

All that I can say about his character is that I never heard it questioned. I never knew him out of the way in my personal relations to him.

I live at Camden, and have lived there since 1841, except two years I was in Mexico. This has been my home since 1841.

(Signed) ISAAC W. MICKLE.

Sworn and subscribed before me, this 2d day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Job B. Kay, a witness produced on the part of complainants, alleging himself, &c. and on his affirmation, saith:

I reside near Ellisburgh in Delaware township, about seven miles from Camden, and about three and a half miles from Bloomfield. I have resided there since '43. I am acquainted with David C. Urquhart. I have known him between three and four years. I have been in the habit of occasionally meeting him during that time; as much so as any of the neighbors in that vicinity.

Question. Have you been in the habit of meeting him at the public meetings of the township?

(Objected to as illegal and leading.)

I have. I am acquainted with most of the people in the neighborhood of Bloomfield as intimately as with the people of my own neighborhood.

Question. What is his reputation for truth and veracity among his friends and neighbors?

Good, Sir; for any thing that I have ever heard. I never heard it doubted.

Question. Have you ever heard it impugned or questioned?

Never.

(The above testimony objected to, and cross-examination made subject.)

Cross-examined.

Question. Have you ever heard anything said about his character for truth and veracity among his neighbors and friends?

Not that I remember.

Question. Then all you can say is, that you never heard any thing said against it; is it not?

Yes; that is all I can say.

(Signed) JOB B. KAY.

Affirmed and subscribed before me, this 2d day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Complainants offer in evidence a copy of the capias for costs of Charles W. Wharton against David C. Urquhart, dated June 6th, 1857, (marked Exhibit No. 87, of complainants.)

It is admitted that the above writ was left with the sheriff of Camden by Mr. Dudley, on the 9th day of June, 1857, with direction to be executed on the 10th, and the money paid over on the following Saturday, June 13th.

Adjournment to July 3d, 10 o'clock, A. M.

July 3d, ten o'clock A. M.—Examination continued according to adjournment, in the presence of Solicitors and Counsel.

Isaac M. Curts, a witness called on the part of complainants, being duly sworn, saith:

I reside in Stevens street, above Fourth, in the city of Camden. I moved there some time in February last. Before that, I had lived on Browning Brothers' farm, for twelve years. I lived on Cooper's creek, about a mile and a quarter from Bloomfield farm. I was acquainted with David C. Urquhart. I think it is eight or nine years since I first knew him by sight. I have not had acquaintance with him more than six years. I knew him all the while he lived at Bloomfield.

Question. Were you in the habit of meeting him there frequently?

(Objected to.)

Yes; I have met him frequently, at the ferry here, and on the road, and in different places. I have been to his house.

Question. Were you acquainted with the people of that neighborhood? and, if so, intimately?

Yes, I was acquainted with them intimately.

Question. What is Mr. Urquhart's reputation among his neighbors and friends, for truth and veracity?

It was very good among his neighbors.

(The whole of the above testimony objected to, and cross-examination made subject thereto.)

Cross-examined.

Question. Have you ever heard it questioned by any one else?

No; I can't say I ever did; I can't say I ever heard anything said about it.

Question. What have you heard said about it?

When he was trying to get the park, some said if they was to have such a place, they oughn't to give it to a foreigner. That is about all I ever heard said.

Question. Is that all you ever heard said against him?

I heard something said about the shutters being taken. Who said it, I can't say.

Question. Have you ever heard his character spoken about by his neighbors and friends.

Yes; I have heard some of his nearest neighbors say he was very much of a gentleman. I can't say I ever heard his character spoken about by his neighbors and friends or by any one else; that is, his character for veracity.

Question. How then can you say it is good or bad among his neighbors and friends if you have never heard it spoken about?

I always heard his neighbors speak well of him.

Question. You have never heard them say that his character for truth and veracity was good or bad; is that what you mean to say?

I never heard them say anything about it either way.

Question. Where was Mr. Urquhart's business principally? You say you frequently met him at the ferry, and on the road?

(Objected to.)

Answer. In Philadelphia, I have always understood.

Question. You have understood that from Mr. Urquhart and others, have you?

(Objected to.)

Well, yes; the latter part of the time I understood his business was on the farm there. I can't say whether he came up to the farm to stay all nights. I saw him frequently at the farm, and on the road.

(Signed) ISAAC M. CURTS.

Sworn and subscribed before me, this 3d day of July, A. D. 1857.

C. P. STRATTON, M. C. C.

James Field, a witness produced on the part of complainants, being duly sworn, saith:

I reside in Broadway below Pine, in the city of Camden. I moved there the latter part of October, 1856. I resided before that in Newton township, on Cooper's creek, on a farm called

Balden's farm. It was in view of Bloomfield farm. You could see it from our door. It was in the neighborhood of half a mile, or a little less, or a little more. I am acquainted with David C. Urquhart. I have known him since he purchased the farm his father-in-law resides on; in the neighborhood of six years. I visited him occasionally. I can't say he visited me more than once or twice. I am not sure of that. I knew his family; his wife and father-in-law and the rest visited me. I rather think he was with them.

Question. Are you acquainted with the persons residing in the neighborhood of Bloomfield farm? And, if so, intimately?

Yes; I know the Bartons and Troths and Halzell, and a good many about there. They are his immediate neighbors. Curts I know slightly.

Question. Do you know his character for truth and veracity among his neighbors and friends?

I never heard it impeached till here of late, within a week or so.

Question. Was that in connection with this case?

I don't know. I heard that my neighbor Shivers swore he wouldn't believe him on oath. Shivers is Jacob Troth's son-in-law. He lives right adjoining Bloomfield. Barton's place is between. I mean Jacob Troth, who died a short time ago.

Question. Have you ever heard it questioned otherwise than that by any person?

I never have, except the time I have mentioned. I know Ellis Pilling, of Philadelphia. I have known him many years, perhaps eighteen years. I have been dealing with him that long at least.

Question. Have you had dealings with him to any extent? (Objected to)

Yes; a great deal at different times. He had an auction store, and I have bought goods of him, and paid him bills, and I have had private dealings with him many times; I used to live in the same neighborhod with him perhaps for six years, before I went on the farm. He lived opposite; not half a square off.

Question. Were you acquainted with his character for truth and veracity among his neighbors and friends?

During the time of my residence there I was. I never heard it impeached in any shape or form. It was always honorable and upright.

Question. Have you ever heard it questioned or impeached?

I never did. It was always goood in the neighborhood. I never heard it impeached any more than yours, if I lived by you, Mr. Voorhees. There might be things of you (Mr. Voorhees) I know nothing about, and so of Mr. Pilling.

(The above testimony objected to, and the cross-examination made subject to it.)

Cross-examined.

I am an Irishman by birth; I lived on Cooper's creek nearly ten years; I moved there in 1847, the 9th of March. It was last October a year I moved here, in 1855. I was then nine years and a half on the farm; it must have been '45 or '46 I moved on to the farm; I can't tell without my papers; I moved from Phil-

adelphia; I have not lived in Philadelphia since I moved from there. I was on one side of the creek, and Bloomfield farm was on the other in Delaware township, on the northeast side of the turnpike; there was a good deal of intercourse between the two sides of the creek. I had a boat and a scow to take cattle; by road, the nearest way from my place to Bloomfield was four miles, it might be more; I think Ellis Pilling lives now in a little street near his store; I think it is in the street opposite St. Augustine's church, New street, I believe.

Question. Have you ever heard Mr. Urquhart's character for truth and veracity among his neighbors spoken of at all? or anything said whether it was good or bad?

As regards his truth and veracity, I don't know that I have.

Question. You don't pretend to know all of Mr. Urquhart's neighbors that live about Bloomfield, do you?

I do not.

Question. All you can say then about his character for truth and veracity is, that you never heard any thing said about it at all, one way or the other?

I never did till this Bloomfield matter came up. When I first knew Mr. Urquhart, his residence was in the city of Philadelphia, but I do not know whereabouts; I believe Mr. Urquhart and Mr. Pilling are intimate; I do not know anything to the contrary.

(Signed) JAMES FIELD.

Sworn and subscribed before me, this 3d day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Adjourned to three o'clock P. M.

Three o'clock, P. M. Examination continued according to adjournment, in the presence of Solicitors and Counsel.

Ralph V. M. Cooper, a witness produced on the part of complainants, being duly sworn, saith:

I live in Delaware township, Camden county, three miles and a half from Bloomfield. I know David C. Urquhart; I was introduced to him some time before he came to Bloomfield, and have known him ever since. I have always lived at about the same distance from Bloomfield since he purchased there. I am intimately acquainted with the people living in the neighborhood of Bloomfield.

Question. Do you know David C. Urquhart's reputation in the neighborhood for truth and veracity?

I do; I never heard a word spoke ill against him in my life; the opinion I always had of him is that he is very much of a gentleman.

Question. Did you ever hear his integrity questioned or impugned?

I never did.

(The above testimony objected to.)
No cross-examination.

(Signed) RALPH V. M. COOPER.

Sworn and subscribed before me, this 3d day of July, A. D. 1857. C. P. STRATTON, *M. C. C.*

David W. Carrall, a witness produced on the part of complainants, being duly sworn, saith:

I reside on Cooper's creek, about half a mile from Bloomfield. I have resided there since the spring of 1851, I think. I know David C. Urquhart; I expect I have known him ten years; he married my daughter; I am intimately acquainted with the people in the neighborhood of Bloomfield.

Question. Do you know David C. Urquhart's character for truth and veracity in that neighborhood?

No, I do not.

Question. Did you ever hear his character spoken against by any of his neighbors?

(Objected to as irrelevant and illegal.)

I never did.

Question. So far as you know then, his character for truth and veracity is as good as that of any body in the neighborhood?

(Objected to as above.)

It is. —— I gave a joint note with David C. Urquhart to Francis Lee for $816, in settlement of a claim; I know that I had the names taken off the note and given to me by Mr. Dudley.

Being shown two erased signatures on a slip of paper (marked Exhibit No. 88, of complainants,) says:

These are the signatures to the notes in question; I gave this note to David C. Urquhart with the promise it should be taken up at its maturity. When it became due he neglected to do so; after a short lapse of time, he showed me a contract between him and Mr. Burton, where Mr. Burton agreed to pay that note.

Being shown a paper marked (Exhibit No. 26 of complainants,) says:

This is the agreement he showed; that satisfied me for a short space of time; I still demanded the note; I asked for it; he told me the note was settled for, but it was in the hands of Mr. Dudley, and that he would call and get it, and bring it to me; it not coming, I called on Mr. Dudley; Mr. Dudley treated me politely, said he had the note but could not give it to me; he said it was of no value, and would never be held against me; I said if it would not be held against me, why wouldn't he give me the note; I asked him if the note was paid; he told me it was paid to Mr. Lee by Mr. Burton; he then proposed to erase the names, which he did; I was not satisfied with that, so he cut them off

and gave them to me, and that satisfied me; I have retained them ever since, not knowing what might arise.

(The whole of the above testimony objected to, because it is illegal and irrelevant, and not proper rebutting testimony, and also all the conversations between witness and Mr. Urquhart, and the witness and Mr. Dudley objected to, and cross-examination made subject thereto.)

Cross-examined.

I think it was before the sheriff's sale that I called on you, Mr. Dudley; I would not have let it rest; I think you—Mr. Dudley —did not tell me the judgment had been assigned on this occasion; Mr. Dudley did not tell and explain to me at that time that the reason he could not give up the note was that the judgment had been assigned, and was to be held against Urquhart, and that he could not give it up; I do not recollect that Mr. Dudley told me the judgment had been assigned, and that the note would be evidence of payment, if it went out of his hands; I knew nothing of any judgment to you or any body else; I only know I joined him in that note for the judgment of $816; Washington Horter instigated me to put down my name on the note; there was an unpleasant difference grew up about it between Mr. Urquhart and me.

You, Mr. Dudley, told me positively, that the note was paid to Mr. Lee by Mr. Burton; I called sheriff Tatem several times before I called on you about that note; I cannot tell about the month or the day of the month when I called on Mr. Dudley and got the signatures; the season of the year must have been something like summer at any rate; I think it was somewhere in the summer months; I do not know whether I can tell the year, without something to refer to; I should think it was year before last; it is within three years anyhow; it was the same year that my property was sold, but before; I can't tell how long before; it is probable I did tell sheriff Tatem, when I called on him in reference to this note, that I had no confidence in Urquhart. It was in consequence of his inabilty to pay, nothing else. I have not expressed myself to sheriff Tatem of my want of confidence in his integrity; I never did; if I thought so I was not such a fool as that. I have not on several occasions said that I believe Mr. Urquhart to be a rascal. I did not call on sheriff Tatem after the sheriff sale had taken place, in reference to the note; I did in reference to the deed; I had no occasion to call in reference to the note; it was in the summer months when I called on Mr. Dudley about the note; I will say no more.

In chief.

I paid not a cent to sheriff Tatem for the deed that was made to me, and the expenses; I paid for the recording. I asked if there were any charges. He said no, Mr. Burton paid all.

(Signed) D. W. CARRALL.

Affirmed and subscribed before me, this 3d day of July, A. D. 1857, C. P. STRATTON, M. C. C.

George Setley a witness produced on the part of complainants, being duly sworn, saith:

I reside in Camden at Cooper's Hill; I have resided there seven or eight years. I know David C. Urquhart; I have known him for six or seven years. I knew him while he was in business in the city of Philadelphia. Before he went out to the farm I had business transactions indirectly with him, with persons who had business with him; my place of business was in Third street below Market, his in Market above Second. We were about a square apart; my business transactions with him were through a broker. I was in the exchange business at that time.

Question. Do you know his reputation for truth and veracity among his neighbors, whilst he was in Philadelphia?

I can't say; I generally attended to my own business and never inquired about the standing of others. He always came up to his engagements with me?

Question. Did you ever know his integrity questioned by any one.

(Objected to as illegal and leading.)

I did not; I continued his acquaintance while at Bloomfield; I was frequently in company with him.

Question. Did you ever know or hear his integrity questioned while there?

I did not.

(The whole of the above testimony objected to, and the cross-examination made subject,)

Cross-examined.

I have lived in Camden ever since I moved here some seven years ago. When I was doing business in Third street, it was in my own name.

(Signed) GEORGE SETLEY.

Sworn and subscribed before me, this 3d July, 1857.
C. P. STRATTON,
M. C. C.

Complainants offer in evidence a copy of the receipt of Francis Lee to E. M. Davis & Co. for eight hundred and sixteen dollars, dated 10 mo. 13th, 1855.

(Marked Exhibit No. 89 of complainants.)

Mr. Dudley objects to any further postponement of this case.

Mr. Browning and Mr. Voorhees desiring an adjournment to Monday, July 6th, on the ground that it is the duty of the complainants to go on and examine their witnesses; a number of witnesses whose names are mentioned in the rule to re-examine having been present here to-day, and being resident in the vicinity.

Examination adjourned to July 6th, at ten o'clock, A. M.

Monday, July 6th, ten o'clock, A. M.

Examination resumed, pursuant to adjournment. Present, Mr. ants, Voorhees and Mr. Dudley.

Edward G. Smith, a witness produced on the part of complain- alleging, &c., saith:

I reside in Vine street, Philadelphia, beyond Broad; I am acquainted with Ellis Pilling; have known him three years; have resided near him when I lived at Second and Race streets, which has been a year and a half ago. I was acquainted with his neighbors and friends.

Question. Do know his reputation for truth and veracity among his neighbors and friends?

Yes, Sir.

Question. Is it good or bad.

Good.

Question. Have you ever heard it questioned or impugned in any manner?

No, Sir.

(The whole of the above testimony objected to, and cross-examination made subject.)

Cross-examined.

I can't say I know any merchants who know Mr. Pilling. I live about a mile from Mr. Pilling. He lives now in New street, below Second.

In chief.

I am a physician.

Cross-examined.

I have got my diploma; I was licensed by the University of Pennsylvania; I practice now.

(Signed) E. G. SMITH.

Affirmed and subscribed before me, this 6th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

George Carter, (Mr. Dudley objects to this witness being sworn, on the ground that he has been previously examined in this cause, a witness produced on the part of complainants, being duly sworn, saith:

I reside at No. 90, North Fifth street; I am acquainted with Ellis Pilling; I have known him some 10 or 11 years.

Question: Are you acquainted with his neighbors and friends? and if so, intimately?

(Objected to as leading.)

I suppose I know a good many people who know Mr. Pilling.

Question. Do you know his reputation for truth and veracity among his neighbors and friends?

I do Sir.

Question. Is it good or bad?

I have never known anything bad of his reputation.

Question. Have you ever heard it questioned or impeached?

Never, Sir.

(The above testimony objected to, and cross-examination made subject thereto.)

Cross-examined.

I do not know that I know any merchants who know Mr. Pilling. I presume there are plenty who know him. He has been in public business a long time; I have dealt a great deal with him, thousands of dollars, I suppose; I live at No. 90, North Fifth street.

(Signed) GEORGE CARTER.

Sworn and subscribed before me, this 6th day of July, 1857.
C. P. STRATTON,
M. C. C.

Joseph Montgomery, a witness produced on the part of complainants, being duly sworn, saith:

I reside at Nineteenth and Hamilton streets. The number is 1907; I have been in the neighborhood from twenty to twenty-two years; I am a builder; I am acquainted with Ellis Pilling; I have known him in the neighborhood for twenty years.

Question. Have you been acquainted with his neighbors and friends?

Yes, Sir, I was.

Question. Do you know his character for truth and veracity among his neighbors and friends?

Yes, Sir.

Question. What is it—good or bad?

It was good.

Question. Did you ever hear it questioned or impeached in any way?

(Objected to.)

No, Sir; I used to live near him in Poplar street, about a half a square apart; we lived about a year that near together; may be more; may be two years.

The whole of the above testimony objected to, and cross-examination made subject.

Cross-examined.

I was born in the north of Ireland, and was about sixteen years old when I came to this country; I think it was in '44 or '45 that I lived in the same street with Mr. Pilling; it is a mile and a half or more, that I now live from him; Mr. Pilling is now in business in Jones' alley. He has been there; I suppose it is four years; it might be more; I do not know that I am acquainted with any merchants who know Mr. Pilling; I am acquainted with builders who do; Mr. Pilling keeps store; he passes in and out; I see him occasionally when I am in that part of the city. He is in a kind of dry goods business.

I was not over at the Bloomfield farm when Mr. Urquhart moved; I was there afterwards; went to repaira fence to keep the cattle out; did not see whether the shutters were gone or not; there was nobody living in the house at the time; when I got there, I went down to a little house, and got a spade and shovel; I think I told Mr. Urquhart he had a right to move the blinds from the building; not the shutters. Mr. Urquhart was not there; it was in the city I told him this; I suppose it is eleven years since I lived in the same street with Mr. Pilling, as it was in '44 or '45.

Question. How then do you know his character for truth and veracity among his neighbors and friends since that time?

I have done work for him. Through men I have got materials from.

Question. Is this the only way you know Mr. Urquhart's character for truth and veracity among his neighbors and friends?

Yes, Sir, and by men he has done business with. Mr. Urquhart sent me out to Bloomfield.

(Signed) JOSEPH MONTGOMERY.

Sworn and subscribed before me, this 6th day of July, 1857.
C. P. STRATTON,
M. C. C.

John Wilson, a witness produced on the part of complainants, being duly sworn, saith:

I reside at No. 45 North Front street. I am a commission merchant. I have been engaged in that business about twenty years. I am about 66 years of age. I know Ellis Pilling. I have known him twenty years and upwards. My place of business has been near him during that time. I was a long time near him. At one time we were only across the street from each other.

Question. Are you acquainted with his neighbors and friends? and, if so, intimately?

(Objected to.)

Yes.

Question. Do you know his character for truth and veracity among his neighbors and friends?

I never heard it impeached.

Question. Is it good or bad?

It is good. I never heard anything said against it. I am intimately acquainted with people doing business with him, and I never heard one of them say anything against it.

(The whole of the above testimong objected to, and cross-examination made subject to the same.)

Cross-examined.

I was born in England. I am a commission merchant. My store is No. 45 North Front street. I am carrying on business in my own name. I think it must be over fifteen years that I have been carrying on business in that neighborhood; either in that store, the one next to it, or one over the way The.

business men who have done business with Mr. Pilling, and whom I never heard speak against his character for truth and veracity, are manufacturers. James Lord, James Brooks, a man named Lammont, and others I have seen about there. Two of these used to be a carpet weaver, and another a spinner. I believe everybody about our neighborhood knows Mr. Pilling.

Question. What merchants about your neighborhood know Mr. Pilling intimately?

I suppose they all do. I never inquired what intimacy they had with him. He has been about there so many years they can but know him.

Question. Be good enough to give us the names of any merchants about your neighborhood, who know him intimately?

I guess they all know him, but I can't speak as to their intimacy.

Question repeated.

I suppose he must be generally known in that neighborhood. He has been there for many years. That is my answer.

Question. Who are the merchants of your neighborhood?

First Wetherill & Co. druggists; next Watson & Cox; Brown, Hill & Co. Potter, Conrad, & Co. Woodward & Sons; Still & Co. Reese & Seal; Savage & Co. Alexander Whilldin, Mr. Feury.

Question. Which of these know Mr. Pilling intimately?

I don't know the degrees of intimacy that subsist between him and any of them that I have named above. That is all I undertake to say.

Question. Do you know any merchants along that street, or any other street, that know Mr. Pilling intimately?

It is probable that Joseph Ripka may know him. I don't pretend to say. I know he was acquainted with his uncles and family intimately. I don't speak to the fact. It is probable he may know him.

Question. Can you name any merchant that knows him intimately?

Samuel Comly knows him well; and, I suppose, his sons too, auctioneers.

Question. Is this all you can name?

These men, Samuel Comly & Sons, I think I may say know him intimately. This is all I can recollect now. I expect Mr. Myers, John B. Myers, knows him well.

In Chief.

I came to this country about 1828 or '29. I have lived here continuously ever since, and most of the time about the same neighborhood where I now reside.

I did not know Mr. Pilling before he came to this country. The parents of Mr. Pilling were English. I do not know whether he was born in England or here. I never asked the ques-

tion. Neither Mr. Lord, Mr. Brooks, nor Mr. Lammont, whom I named are in the room.

(Signed) JOHN WILSON.

Sworn and subscribed before me, this 6th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Abraham Desher, a witness produced on the part of complainants, being duly sworn, saith.

I reside No. 158 Frankford Row, third door above Jefferson street, Philadelphia. I stand in Front street between Arch and Market. I am in the draying busines. I am acquainted with Ellis Pilling. Have known him between 12 and 14 years. I used to work for him and Mr. Comly. They were in partnership at one time in the auction business.

Question. Are you acquainted with his neighbors and friends where he does busines, or where he lives?

(Objected to.)

Where he lives, I am not; where he does business I am.

Question. Do you know his character for truth and veracity among his neighbors and friends?

I believe I do.

Question. Is it good or bad?

Good. I never heard anything bad about his business transactions. I never heard any person speak ill of him.

Question. Have you ever heard his integrity questioned or impugned?

(Objected to.)

No. I am 57 years of age.

(The whole of the above testimony objected to, and cross-examination made subject.)

Cross-examined.

I am acquainted with the merchants who live along where my stand is.

Question. Which of these merchants along there have you ever heard say that Mr. Pilling's character for truth and veracity was good?

I never heard any one say it was good or bad. I never heard a merchant speak ill of him or good, but I know a number of merchants who have bought goods of him. Scull & Thompson bought a great deal of him.

Question. How then can you say his character for truth and veracity was good or bad, if you never heard it spoken of?

All that I can say is that in business, I never heard anybody say ill of him. All that I did was to haul where I was told to. I know that Scull and Thompson bought a good bit of him.

Question. Do you say either ill or good of him?

In a business like way I never heard anybody say ill; nor have I heard anybody say good of him. I was born in this country.

(Signed) ABRAM DESHER.

Sworn and subscribed before me, this 6th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Joseph Foulke, a witness produced on the part of complainants, being duly sworn, saith:

I reside at 947 North Eleventh street. My place of business is No. 11, Jones' alley. I have done business there two years and a half. My business is coopering. I know Ellis Pilling. I have known him about two years and a half. He has been at No. 9, No. 1, and No. 2, in Jones' alley since that time. I have had some little dealings with him, not much.

Question. Are you acquainted with his neighbors in that vicinity?

(Objected to.)

I know the people generally there by sight. Have no conversation with them further than business.

Question. Do you know his reputation among his neighbors for truth and veracity?

I don't know immediately anything about his neighbors what their opinion of him is. I never heard any of them say.

Question. Have you ever heard anything said against his character for truth and veracity?

(Objected to.)

I have not.

Question. Have you ever heard it impugned or questioned?

(Objected to, as illegal and improper; the witness having stated he has heard nothing either way.)

Answer. I have not.

(The whole of the above testimony objected to, as being illegal and improper, and cros-examination made subject.)

Cross-examined.

Mr. Pilling is now in No. 1. He has been there a very short time. I can't say exactly how long it has been. Jonathan Lodge is in No. 9. I believe Mr. Urquhart's place is in No. 1, also. I see him there; that is in the same store as Mr. Pilling. I do not know what Mr. Pilling's business is; I see him having dealings with Mr. Cox and Sutterlee for liquors, but I do not know what his business is.

Question. Do you know what his character for truth and veracity is?

I do not. I never heard any person say anything for it or against it. (Signed) JOSEPH FOULKE.

Sworn and subscribed before me, this 6th day of July, A. D. 1857.

C. P. STRATTON,
M. C. C.

Joseph C. Carroll, a witness produced on the part of complainants, being duly sworn, saith:

My house is No. 24, Magnolia street, that is, my dwelling house. My place of business is No. 25, North Front street, above Market; new number is 25. I have been in that store two years. I used to be at No. 2, Jones' alley.

Question. Are you acquainted with most of the people in that neighborhood?

(Objected to.)

Yes; I know most of the people in that vicinity. I am acquainted with Ellis Pilling. It is nearly three years since I first

became acquainted with him. When I was in Jones' alley, he was at No. 9. That is where I first became acquainted with him, though I heard of his name when I was in Decatur street.

Question. Have you ever had any dealings with him?

I have had some business transactions with Mr. Pilling?

Question. Do you know his character for truth and veracity among his neighbors and friends in that vicinity?

Well Sir, I never heard any one speak bad of him yet; all that I heard was fully in his favor.

Question. Did you ever hear his integrity or character questioned or impeached?

I never did in any business transaction yet. My business is that of keeping a paper and rag store.

(All the above testimony objected to, and cross-examination made subject.)

Cross-examined.

I was born in Dublin, Ireland. I came to this country in '39. I have been in the rag and paper business eight years in Philadelphia. I have been in the store where I am, over two years. I think it is three years this month. I do not know Mr. Pilling's neighbors in New street where he lives, but right round his business, I do.

Question. What merchants do you know that know Mr. Pilling intimately?

I cannot say.

Question. What merchants are there around there?

I should name most of the persons whom Mr. Wilson named. In addition, Mr. John McIntyre. I do not know what merchants Mr. Pilling was in the habit of doing business with. During the three years that I have known him, I cannot tell what merchants have been in the habit of doing business with Mr. Pilling. I never go to Mr. Pilling's without I have business, and he never comes to me. I never heard Mr. Pilling's character impeached. That is all I can say. I have talked with men whom I suppose have done business with him. He has always acted fairly with me. I have traded with Mr. Pilling different times, for paper and other goods. I do not know what Mr. Pilling's business really is at present.

(Signed) J. C. CARROLL.

Sworn and subscribed before me, this 6th day of July, A. D. 1857,
C. P. STRATTON,
M. C. C.

William Morris, a witness produced on the part of complainants, being duly sworn, saith:

I reside in Frankford, or just this side, in the 23d ward. I have no place of business. I retired from business last January. I was at No. 1, Jones' alley. I am about half the time there now, settling up my business. I was at No. 1, Jones' alley one year. I was in the cotton, drug and indigo business. I am acquainted with Ellis Pilling. I have known him 15 or 18 years. I knew his father before him. His place of business has been in Jones' alley. I don't know what his business is. He has an office there at No. 2, or No. 4.

Question. Were you acquainted with his neighbors and friends in that vicinity?

I am acquainted with most of the people in Jones' alley, and in that vicinity.

Question. Do you know the character of Mr. Pilling among his neighbors for truth and veracity?

I never heard his character impeached, or the truth of his word disputed.

Question. Have you ever heard anything said against it at all?

No.

Question. Was he doing business while you were there?

Yes; whether he was doing business for himself or other people I don't know. It is not my place to inquire. I am in my fifty-sixth year of age.

(The whole of the above testimony objected to, and cross-examination made subject.)

Cross-examined.

I have lived in Frankford 20 years last June. Frankford is 4½ or 5 miles from Jones' alley. I do not know where Mr. Pilling lives. Will you be pleased to state what neighbors you have ever heard speak of Mr. Pilling's character for truth and veracity?

I never heard it called in question at all. I have never heard any of them speak of it. They have never had occasion to speak of it. I am not acquainted with any of his neighbors where he lives.

Question. Do you know any merchants with whom Mr. Pilling has had dealings for the last two years?

No.

I was in Jones' alley, in business one year, and in Front street one year, at No. 37. I was not in business in Philadelphia, before I came to Front street. Two years is all the time I have been in business there. I resided at Frankford during that time. I went out there Saturday nights. I never heard anything said of Mr. Pilling's veracity one way or the other, except that he was firm and exact, and what he said he would live up to. I have heard that said in the store, at No. 1, Jones' alley. Mr. Urquhart is there also, and we have the privilege of going in the office. Jones' alley runs from Front to Second street, between Market and Arch.

(Signed) WM MORRIS.

Sworn and subscribed before me, this 6th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

William Pritchard, a witness produced on the part of complainants, being duly sworn, saith:

I reside at the Chester and Montgomery hotel, Ninth street above Filbert. It is not in the neighborhood of Mr. Pilling's at present. I became acquainted with Mr. Pilling while I was book keeper at the Madison House. I have known him three years. I have had dealings with him. When I was at the Madison House, I lived within half a square of Mr. Pilling.

Question. Did you know his neighbors and friends in that vicinity?

We had several merchants boarding there at that time who knew Mr. Pilling.

Question. Did you know his character for truth and veracity among his neighbors?

I never heard it impeached at all. I have heard a number of persons speak of him while I was there, and I never heard anything derogatory to his character in the slightest degree.

Question. Did you ever hear his character questioned or impeached?

(Objected to.)

Never, Sir.

(The whole of the above testimony objected to, and cross-examination made subject.)

Cross-examined.

I was not born in this country. I was born in England. I first became acquainted with Mr. Pilling about three years ago. I was then in the Madison House. I have been there twice. The first time I was there I staid two months. That was the first of my acquaintance with Pilling. When I went away, I went in business for myself in Hudson's alley. I went in the saloon business, the restaurant business. There I sold liquors and eatables. I remained in Hudson's alley about four months. After that I became bookkeeper of the Western Hotel, Market street above Eighth. I I cannot tell how long I remained there exactly; it was between three and four months. After that, I opened a place at Fourth and Chestnut for the same business, eatables and drinkables. It was in the cellar, at the corner of Fourth and Chestnut. I think I remained at this place about six months. From there I went to Street's Hotel, Ninth street below Walnut; there I remained four months. From there I went to the Chester and Montgomery Hotel, where I am now. I became acquainted with Mr. Pilling in the hotel, at the Madison House. I have known him off and on since then. I can't say from my own personal knowledge, that I know any of his neighbors who know him. I presume Mr. Lord, Mr. Lammont, and others I have seen around there, have transactions with him, but I do not know this of my own knowlege. I know one merchant who has had dealings with Mr. Pilling; of the firm of Tuller & Cox. I know that from my own knowledge.

Question. You say you had a number of merchants boarding at the Madison, who seem to know Mr. Pilling; were they on terms with Mr. Pilling?

Not on particularly intimate terms that I know of; they must know him coming in and out all the time. I presume Mr. Comly must know him; in Second street Mr. Comly was one of those who was boarding. Mr. Seal was boarding there, Front street. Mr. Cottrell I know; he did not board there at the time. Mr. Ewing, of the firm Ewing & Fairbanks, would know Mr. Pilling.

(Signed) WILLIAM PRITCHARD.

Sworn and subscribed before me,
this 6th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Adjournment to three o'clock P. M.

Three o'clock, P. M.—Was attended by Mr. Voorhees and Mr. Dudley, pursuant to adjournment.

Mr. Voorhees requests an adjournment to ten o'clock to-morrow, as he says he has been unable to procure the attendance of his witnesses.

Mr. Dudley objects to the further adjournment of this cause, and insists on the complainants calling at once, and examining such witnesses as they have mentioned in their rule, and who are within reach of the process of this court, so that the case can be disposed of without further delay.

Adjourned to July 7th, 10 o'clock, A. M.

July 7th, 10 o'clock, A. M. Examination continued pursuant to adjournment. Attended by Messrs. Voorhees and Dudley.

Harrison Davis, a witness produced on the part of complainants, being duly sworn, saith:

I reside at 187 North Second street, Philadelphia; I am in two business; at 187, I carry on the tobacco business; at 189, the furniture business; I have been in one business there fourteen or fifteen years; the other, a year and a half. This is between two and three squares from Jones' alley; it is about the toss of a penny from Ellis Pilling's house; I was born in New street, and know the people of the vicinity pretty well; I know Ellis Pilling, and have known him, I guess, for ten years or more.

Question. Are you acquainted with his reputation for truth and veracity among his neighbors and friends?

I think I am pretty well acquainted with it; I know his acquaintances. They come to my place. It is a kind of a place to spend the evening.

Question. Is it good or bad?

It is good, so far as I have ever heard; good enough to satisfy me.

Question. Have you ever heard his integrity questioned or impugned?

Not to my recollection; I am on terms of intimacy with Mr. Pilling; I had dealings with him last year. His word was always good to me. I should like a good many others to be as good.

(The above testimony objected to and cross-examination made subject.)

Cross-examined.

I live at 187 North Second street; I consider that my dwelling. I do not eat there, but sleep there, and consider it my residence; it appears to me I have heard the name of Horatio G. Sickles. I may know him by sight; can't say; I never heard any tell of Mr. Pilling's defrauding Mr. Sickles; I don't know that I know the man; I keep a tobacco and segar store; this is my original business. I am likewise in the furniture business, No. 187, North Second street, is between Race and Vine, No. 187 is the old No. from the back end of my lot I can pitch a penny to Mr. Pilling's. There is only one house between; if that was taken away, I could pitch a penny there very easy.

Question. What do you know about his character for truth and veracity?

All I know, I have business transactions with him; I don't want anybody to be more punctual than he is; what he said he would always fulfil; I traded with him last year; I never had any business transactions with him exactly before last year; those of last year were in furniture; he was not in partnership with me; I made what money off him I could, and he off me.

(Signed) HARRISON DAVIS.

Sworn and subscribed before me, this 7th day of July, A. D. 1857. C. P. STRATTON, M. C. C.

George A. M'Cord, a witness produced on the part of complainants, being duly sworn, saith:

I reside at No. 143 North Tenth street, below Vine; I am a hatter, doing business in Second street, formerly under the Girard House; I am acquainted with Ellis Pilling, and have known him over fourteen years. I have been quite intimately acquainted with him, knew his family and children; I have no dealings with him, except in my business, which is small.

Question. Are you acquainted with his character for truth and veracity among his friends and neighbors?

I have never heard it questioned, and I know a great many people in town who know him, and I meet him frequently, almost every day and night as a friend.

Question. Have you ever heard his integrity questioned or impugued?

I have not, and would take his word as readily as that of any man.

(The above testimony all objected to, and cross-examination made subject.)

Cross-examined.

Question What neighbors of Mr. Pilling have you ever heard speak of his character for truth and veracity?

I can't say I ever heard any of his neighbors say any thing in regard to his character, one way or the other; I have never heard any thing against his character.

Question. What you mean to say, then, is that you never heard any thing said against his character for truth and veracity?

That is what I mean to say; I am not acquainted much with his neighbors, in fact I do not know that I know any of them; I am living in a different part of the city, and cannot say I know anybody in his immediate vicinity.

Question. You can't say then his character for truth and veracity is good or bad among his neighbors?

I can't say. I speak from my own knowledge. I am not acquainted with any merchants having business transactions with

Mr. Pilling. I cannot say what his standing for truth and veracity is among them.

(Signed) GEO. A. M'CORD.

Sworn and subscribed before me, this 7th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Thomas H. Smith, a witness produced on the part of complainants, being duly sworn, saith :

I reside at 107 South Broad street (old number). My place of business is No. 6, Jones' alley, in the second story, with Wm. A. Rhodes, commission merchant. Have been there these seven years. I know Ellis Pilling; he moved into the alley about five years ago ; since then I have known him off and on.

Question. Are you acquainted with most of the people in that vicinity ; and if so, intimately ?

(Objected to.)

I am acquainted with most of the residents and business men of Jones' alley, and intimately; have never had any dealings with Pilling in a business line.

Question. Are you acquainted with his reputation for truth and veracity among his neighbors in that vicinity ?

I don't know as I ever heard it questioned.

Question. Is it good or bad ?

I never heard it questioned ; I always consider it good myself. Being a neighbor, I have had some opportunity to see him.

Question. Have you ever heard it questioned or impeached ?

No, Sir.

The above testimony objected to, and cross-examination made subject.

Cross-examined.

I am employed in the capacity of clerk; I am 23 years of age. Mr. Pilling's business I have always understsod to be that of commission broker ; never having had any business transactions with him, can't say, exactly ; the names of the business men in Jones' alley, are Joseph R. Brognard ; there are stores running through to Market street, fronting on Market street ; these are Biddle & Co. hardware merchants ; there is a firm Dunton & Ninestein, near Second in Jones' alley ; they front on Jones' alley ; there is a firm Golden & Pratt, in Jones' alley ; there are others ; I can't bring them to mind now ; there have been some moving away ; these are all which occur to me at present.

Question. Have you ever heard any of these firms you have mentioned speak about Mr. Pilling ?

No, Sir; I may have been standing with some of them sometimes when Pilling passed, and we may have said a word about him, but nothing that I would take notice of; I do not know Mr. Pilling's neighbors where he lives ; do not know where he lives ; I have understood he lives in New street ; I do not know any merchants with whom he does business.

Question. You then do not know what his reputation among his neighbors or among merchants is, if you have never heard it spoken of?

No, not among his neighbors, where he lives, nor among merchants.

Question, You have stated in your testimony, that you have never heard any of these persons you have named in Jones' alley speak of Mr. Pilling that you remember; you therefore cannot say what his character for truth and veracity among them is, if you have never heard them speak of him, can you?

No, Sir.

In Chief.

Question. If you had heard any of those men speak against Mr. Pilling, you would have remembered it, would you not?

(Objected to as leading and illegal.)

Answer. I think I would.

(Signed) THOMAS H. SMITH.

Sworn and subscribed before me,
this 7th July, 1857.
C. P. STRATTON,
M. C. C.

Joseph A. Bonham, a witness produced on the part of complainants, alleging himself, &c. and being duly affirmed, saith:

I am a member of the Philadelphia bar; I reside five doors from Mr. Pilling in New street, No. 129. I have resided in that neighborhood since January 1st, '46; I am acquainted with Elis Pilling; I have known him ten years in that neighborhood. I have done business with him; I am acquainted with all the people in the vicinity of where he resides.

Question. Do you know his reputation for truth and veracity among his neighbors and friends?

I do, Sir.

Question. Is it good or bad?

I never heard it questioned as to truthfulness and punctuality in business; his word would be as good as his bond to me.

Question. Have you ever heard his integrity questioned or impugned?

(Objected to.)

Never, Sir.

(The whole of the above testimony objected to, and cross-examination made subject,)

Cross-examined.

The business I did for Mr. Pilling was professional; it was principally collecting money, and some landlord and tenant cases. I also have rented a house for him; I could scarcely say that I know any merchants who know Mr. Pilling, of my own knowledge? I know the firm of Myers & Claghorn know him, and

have done business with him; I have frequently heard Mr. Pilling talked about; I don't know whether the question of his character has been talked about; I have heard him called a fine man; I have heard men in our neighborhood say his word was as good as his bond; can't say who they were; I know nothing more of what Mr. Pilling's business is at this time, except what he has told me; my information is all derived from him; I have been hundreds of times to his place of business.

Question. Do you know what his character for truth and veracity is among merchants?

I heard Mr. Smith speak of him—of the house of Raiguel & Co. Beyond that with merchants, I know nothing.

(Signed) J. A. BONHAM.

Affirmed and subscribed before me, this 7th day of July, A. D. 1857, C. P. STRATTON, M. C. C.

Benjamin Shourds, a witness produced on the part of complainants, being duly sworn, saith:

I reside No. 219, New street, (new number, the old No. was 96;) I live half a square or a little over, from Mr. Pilling's place of residence; I have resided within half a square of where I am, in the neighborhood of thirty-seven years; was born there; I know Ellis Pilling; have known him fifteen years, if not twenty.

Question. Are you acquainted with persons residing in that vicinity? and if so, intimately?

(Objected to.)

Yes, Sir, I believe I know almost every person.

Question. Do you know the reputation of Mr. Pilling among his neighbors and friends in that vicinity for truth and veracity?

To the best of my knowledge it is good; I never heard it questioned. For myself, I would believe him on his oath, or off.

Question. Have you ever heard his integrity questioned or impugned in any way?

No; I am police officer at present; was formerly in the shoe business; have been a police officer between three and four years. I have been on duty all the time except three months; I was under Marshal Murphy.

(The above testimony objected to, and cross-examination made subject thereto.)

Cross-examined.

I was born in Philadelphia, within fifty yards of where I live; about a year ago, my beat was by Mr. Pilling's store; but I can't say I knew any of the people whom I saw there transacting business, unless it was Mr. Davis, the tobacconist.

Question. Do you know his character for truth and veracity among business men?

All I can say is that I don't know any of the business men who were there transacting business with Mr. Pilling; my business is so now, that I don't associate much with business men; I am out of that line.

(Signed) BENJAMIN SHOURDS.

Sworn and subscribed before me, this 7th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

William Halfman, a witness produced on the part of complainants, alleging himself, &c. and being duly affirmed, saith:

I reside at No. 223, New street; the old number was 73; my residence is about half a square from Mr. Pilling's; I have resided there between four and five years; have resided in the neighborhood off and on, for twenty years.

Question. Are you acquainted with most of the residents of that neighborhood.

(Objected to.)

Yes, Sir, I meet them as neighbors; have a speaking acquaintance; we are friendly; have been acquainted with Ellis Pilling for four years or better.

Question. Do you know what his reputation for truth and veracity is among his neighbors and friends in that vicinity?

I never have, to the best of my knowledge, ever heard any thing said against it at all.

Question. Have you ever heard his integrity questioned or impugned in any way?

(Objected to.)

To the best of my knowledge, I have not.

(The whole of the above testimony objected to, and cross-examination made subject thereto.)

Cross-examined.

My business is that of a cordwainer; but I am in a foundry at present, employed there; it is the foundry of Potts and Yocom; I am merely there as an assistant; I assist in most every thing about the foundry and the castings, and so on; I have heard Mr. Pilling spoken of, just as I have heard others spoken of in the neighborhood. I never heard any thing said against his character.

Question. You have never heard anything said about his character either way, for or against it?

No, it was never brought into question; consequently I could hear nothing. I don't know that I can tell of my own knowledge what Mr. Pilling's business is. I always took him to be a broker

or commission merchant. I do not know any persons who transact business with him.

(Signed) WM. HALFMAN.

Affirmed and subscribed before me, this 7th day of July, A. D. 1857.

C. P. STRATTON,
M. C. C.

Adjourned to three o'clock P. M.

Three o'clock P. M.—Parties appeared and examination adjourned to July 8, ten o'clock A. M.

July 8th, ten o'clock A. M.—Was attended by parties pursuant to adjournment of yesterday.

John H. Crooker, a witness called on the part of complainants, being duly sworn, says:

I reside in Marshall street, Philadelphia, No. 321. I am in the commission business now. I know Ellis Pilling. I have known him about two years. My place of business is No. 5, Jones' alley. Mr. Pilling's is the building adjoining in the same row. I am not on terms of intimacy, but I know and have business relations with the people there.

Question. Do you know his character for truth and veracity in his neighborhood?

So far as I know I never heard anything against his character for truth and veracity. So far as my business extends, and so far as the inquiries I have made of him go, I have every reason to believe he is truthful.

Question. Have you ever known his character for truth impugned or questioned by his neighbors?

No Sir, I never have.

(The whole of the above testimony objected to, and cross-examination made subject thereto.)

Cross-examined.

I have been in Jones' alley, I should think, in the neighborhood of six months. I am doing a miscellaneous commission business in the name of others. I am not transacting any merchandize business on my own account. My business is purely a commission business. Before I went into Jones' alley, my place of business was No. 79, Market street, and North Second street No. 56. I failed in business. This was a year and a half or two years since. I have partially settled with my creditors and partially not.

The neighbors of Mr. Pilling who know him, that I am acquainted with, are few. I knew few people on the street. I mean Jones' alley, where Mr. Pilling is. I have a speaking acquaintance with several, know but few socially. By speaking acquaintance, I mean having casual conversation with persons when we meet, and having a general or business intercourse rather than social. In the sense I have stated I know several persons who know Mr. Pilling, merchants and business men. There is Mr. Morris, and there are several of the neighbors whom I have seen speaking with him in the same respect as neighbors. I believe I know merchants out-

side of Jones' alley, with whom Mr. Pilling does business. There is Myers & Claghorn, and Mr. Middleton on Front street. I have heard other merchants speak of him, but of my own knowledge I know of no others with whom he does business. My office is not in the same building with Pilling, it has not been any part of the six months. I have not had it any part of the time in the same building with Mr. Urquhart, nor has he been with me, What I really know about Mr. Pilling's character for truth, is based upon business transactions I have had with him, and inquiries I have made of him, and what I have heard respectable merchants say of him. I have never heard anything said against his honor and straightforwardness, in his business. I have heard Myers & Claghorn speak well of him. I have heard other merchants say he was shrewd, and a shaver, but that he was straightforward. I have heard this said casually. I cannot recollect now any one whom I heard say it.

You ask whether I have heard anything said disparaging Mr. Pilling? that depends on what you mean by disparaging. So far as his truthfulness and honor are concerned, I never have. I never have heard any of the firm of Price and Green say anything against Mr. Pilling. On the contrary, I have heard Mr. Price speak in favor of Mr. Pilling. Mr. Price said he was straightforward, but that he would shave pretty close. This, I should suppose, was a year and a half ago.

(Signed) J. HUDSON CROOKER.

Sworn and subscribed before me, this 8th day of July, 1857.
C. P. STRATTON,
M. C. C.

Barzillai S. Brown, a witness produced on the part of complainants, being duly sworn, saith:

I reside at No. 110 South street, a little above Front; have lived there 15 years. I am in a general mercantile business, speculating in groceries. I have been largely engaged in it until lately. My business is principally in Front street, along the wharf, and in Water street. I deal with the auctioneers, Odenhiemer & Cook, Comly, and so on. I buy and sell with them. I have known Ellis Pilling ten or twelve years; he used to do business for me. He carried on in Front street below Arch. Twelve or fourteen years ago, he used to sell pretty heavy for me. I lost sight of him about six years ago, and fell in with him about six weeks ago.

Question. Were you acquainted with merchants and business men, who carried on business with Mr. Pilling, and are you now?

Can't say I am at present. I have not been much to his place since I found he kept a store opposite Christ church.

Question: What has been Mr. Pilling's character for truth and veracity during the time you have known him?

Twelve or fourteen years ago, he did business for me, and I liked him very much. After that, I got my business done at Odenheimer & Cook's, Richards & Miller's, or Comly's I fell in with Mr. Pilling about six weeks ago. He told me he had opened a store in Jones' alley, and invited me to call and see him. He asked

me if I had any goods to throw in his store. I had a lot of goods, but I did not know his standing. So I went into Myers, Claghorn & Co's to ask his standing. Well, said they, we did business with him, and had all confidence in him. I wanted to make myself safe, but then I put my goods in his hands with safety.

Question. Well, then, in these enquiries, or in any other way, have you ever heard Mr. Pilling's character impugned, or called in question?

(Objected to.)

I can't say I have any recollection of anything of the kind.

(The above testimony objected to as illegal and improper, and cross-examination made subject.)

Cross-examined.

I can't recollect whether Mr. Pilling represented to me that the auction store was his; he said there was a firm there, and there was a stout man there; I believe Mr. Urquhart is the name. I understood he was in the store there, but I did not know whether he was a clerk or a member of the firm. Mr. Pilling paid me. I understood he was the auctioneer, and sold the goods. He was the crier. This was in the neighborhood of three weeks ago that my goods were sold. The big man, Urquhart, I think was there at the same time Mr. Urquhart was selling. I don't know Mr. Pilling's neighbors. I don't know what his character for truth and veracity is, then, among them, only so far as my own dealings. I mean in Jones' alley. I am a stranger there. I do not know where Mr. Pilling lives, and do not know what his character for truth and veracity is there among his neighbors. I don't know what his character has been for the last six years. I suppose he was in the dry goods business. I saw him at Myers, Claghorn & Co's; that is the reason I went there to inquire. I have had no dealings with Mr. Pilling for six years, and can't tell that I have ever been at his place of business in that time. I have met him at Myers, Claghorn & Co's.

I was never on the night watch in Market street. It was No. 1, Jones' alley where my goods were sold.

(Signed) B. S. BROWN.

Sworn and subscribed before me, this 8th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Adjourned to three o'clock, P. M.

Three o'clock, P. M.—Mr. Voorhees, asks an adjournment to ten o'clock A. M. to-morrow. Mr. Dudley objects to the adjournment, and insists that the complainants shall go on and close up their case.

Adjournment to 9th July, ten o'clock A. M.

July 9th, ten o'clock, A. M.

Examination resumed, according to adjournment. Present, Messrs. Voorhees, Browning and Mr. Dudley.

Theodore W. Baker, a witness called on the part of complainants, being duly sworn, says:

I reside in Front street, near Market, in the city of Camden. I know Ellis Pilling. I have known him in the neighborhood of four years. I have had business with him. I had an account with him when I kept stable before with Mr. Hubbs. He boarded with me at Atlantic City.

Question. Are you or have you been, acquainted with his neighbors, or persons having business with him?

I have been acquainted with some who have had busines with him. Alfred Haines, of Kaighn's Point, and Mr. Hubbs.

Question. Do know his character for truth and veracity? And, if so, whether it is good or bad?

I believe it to be as good as most men's with whom I have dealt.

Question. Have you ever heard it questioned or impugned?

I can't say that I ever have. I don't recollect that I have.

(The whole of the above testimony objected to, as illegal, and cros-examination made subject.)

Cross-examined.

I think Mr. Pilling was with me at Atlantic City near ten days. I can't say exactly; he was there twice. Once he staid near ten days; the other time not so long. I can't say positively I know where Mr. Pilling lives at this time; he did live in New street. I have lived in the city of Camden ever since I knew Mr. Pilling, except when I was at Atlantic, and then my residence was here. I can't say I know any of Mr. Pilling's neighbors. I know persons with whom he has done business in Philadelphia. I suppose the dealings of Mr. Pilling with me during the last four years, leaving out his boarding at Atlantic City, have been in the neigborhood of $100. This was for carriage hire. I keep a livery stable at the present time, and did then.

The business transactions I speak of with him, was occasionally hiring a horse to take a drive.

(Signed) THEODORE W. BAKER.

Sworn and subscribed before me, this 9th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

William Brice, a witness called on the part of complainants, being duly sworn, saith:

I reside at 1530, South street, Philadelphia, I have resided there nearly two years. I know Ellis Pilling, and have known him about three years. I know him intimately in a business capacity. I am in no business now, and have not been for five or six weeks. I have retired from business for the present. I was in the firm of Cater & Brice; their number was 4, Water street, now 6; it is just below Market street. This is only a few hundred yards from Jones' alley, where Mr. Pilling's place of business is.

Question. Did your business bring you in contact with Mr. Pilling's customers?

No. I am not acquainted with his neighbors.

Question. Do you know his character for truth and veracity?

So far as I know, I know nothing at all against it.

Question. Have you ever heard it questioned or impugned by any body?

(Objected to.)

Not to my knowledge.

(The whole of the above testimony objected to, and cross-examination made subject thereto.)

Cross-examined.

I was born in Ireland. Have been in this country fifteen years. The firm of which I was a member was composed of John Cater and myself.

(Signed) WM. BRICE.

Sworn and subscribed before me, this 9th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Jesse Cox, a witness produced on the part of complainants, alleging himself, &c. and being duly affirmed, says:

My store is 334, between Chestnut and Walnut, in Front street, Philadelphia. My residence is in New street, opposite the Lutheran church, or nearly so, above Third. I am one of the firm of Tuller & Cox. We are in our twelfth year of business. We keep a wholesale liquor store. We began in '46. I know Mr. Pilling. I should think I had known him about three years. As regards business I have known him intimately, but not privately or socially. My place of business is about two squares from his, in Jones' alley.

Question. Are you acquainted with his business neighbors and customers?

I am, and intimately.

Question. Do you know Mr. Pilling's character for truth and veracity among his neighbors?

I know nothing further than this. He came to me to purchase, and referred me to a substantial house. They said his character was good, and I sold him, and have done so ever since, and shall always be glad to. He referred me when he first came, to the house of Myers & Claghorn. They said it was satisfactory, his character.

Question. Have you ever heard his character questioned or impugned?

I never have, that would amount to anything. His reference was so good that it overshadowed every thing.

(The above testimony objected to, and cross-examination made subject.)

Cross-examined.

Mr. Pilling's business is that of a general merchant, I believe commission merchant, but it is only guess work with me. That has been the case since I have known him intimately; intimately in a business capacity, I mean. This has been three years about. I know nobody in Jones' alley but Mr. Foulke, our cooper. I am not directly acquainted with any merchants who do business with Mr. Pilling. I speak of my business connections with him in this testimony. I know nothing, beyond my

business transactions with him, of Mr. Pilling. I am a neighbor of Mr. Pilling in New street, but am not intimate in his family. I have never heard anything against him. He lives about a square from me.

I have heard slight things said against Mr. Pilling, but they did not amount to anything. I cannot quote the words that were said. The substance was that "they had nothing to say."

(Signed) JESSE COX.

Affirmed and subscribed before me, this 9th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

R. Graham Clarke, a witness called by complainants, alleging himself, &c. and being duly affirmed, saith:

I did see Mr. Dudley, Mr. Wharton, and Mr. Urquhart, at the time they went up stairs, on the day of the sale at the West Jersey Hotel. I was, at that time, standing on the steps of the main entrance. I saw them also when they came down; or rather I saw them when they came into the bar-room. I supposed they came down stairs. They were not up stairs exceeding ten minutes, to the best of my recollection. During the sale of Mr. Urquhart's property on that day, at the West Jersey Hotel, I observed the position of Mr. Urquhart and Mr. Wharton in the bar-room, but not that of Mr. Dudley.

Witness here produced a diagram, (marked Exhibit No. 90, on part of complainants,) says:

Figure 1 represents the position of Mr. Wharton, during the selling of the first three tracts.

Figure 2 represents his position during the sale of the last tract, Mr. Carrall's tract. No. 2 represents the position of Mr. Urquhart, during the sale of the first three tracts, and No. 1, his position during the sale of the last tract. They stood side by side; there was no one between them, except when Mr. Urquhart announced the incumbrances, he moved to the position of No. 10, and having announced them, he went back to his former place. No. 9, was my position during the sale. No. 5, was the position of the crier. No. 6, my position at the time Mr. Wharton signed the conditions of sale for Mr. Carrall's tract, and when I stood there directing him how to sign. No. 7, was the sheriff's position during that time, and No. 8, Mr. Wharton's. No. 3, was Mr. Wharton's position, after the sale and after the signing of the conditions. No. 4, Mr. Dudley's.

I have no recollection of seeing Mr. Dudley in the bar-room during the sale; when the conditions were being signed, I saw him where No. 4 is; I saw him also enter the bar-room at the time he came down stairs.

Question. Did Mr. Urquhart state anything to you after he came down stairs about having retained Mr. Dudley? And if so, what?

(Objected to as illegal.)

When Mr. Urquhart came down stairs, he came over to me at the front door of the bar-room, and stated to me that he had em-

ployed Mr. Dudley as his counsel, and had paid him a retainer of $100 in addition to the other expenses, and that Mr. Wharton had given an order for the same. Mr. Urquhart told me the same thing in my office on that afternoon, after the sale.

Question. Can you tell how he came to tell you at the hotel, and in your office, that he had employed Mr. Dudley?

I was employed by Mr. Urquhart that afternoon to draw up some papers between him and Mr. Wharton; it was in consequence of his telling me that I would not be required to do so that he told me this; he told me at the same time, that Mr. Dudley would draw up all the necessary papers. I know John C. Cox, former sheriff of Monmouth county in this state.

(*Note.*—Mr. Dudley objects to all the testimony of this witness in reference to what took place between himself and Mr. Urquhart, and himself and Mr. Cox, it being illegal.)

Witness proceeds.

Some time in the summer of '55, before the sale of Mr. Urquhart's property by the sheriff; sheriff Cox and Mr. Urquhart called at my office for me to draw up an agreement for the sale of Bloomfield; I drew up a rough agreement for them that day; the price agreed upon was $5,000 cash, and the balance $17,000, to be secured by mortgage on the property; my impression is that agreement was never executed. It was only a rough draft; I have searched for it in my office; they were to come next day to have another drawn up from it, but they did not come; this is all I know about that agreement; Urquhart and Cox were together in my office; they agreed upon the items as they went along, and as they agreed upon any thing, I would set it down; my impression is, the title was to be made through Mr. Burton, of the house of E. M. Davis & Co.

(The whole of the above testimony objected to, as being irrelevant and illegal and also as being improper, it not being rebutting testimony, and cross-examination made subject thereto.)

Cross-examined.

None of the members of the firm of E. M. Davis & Co. were there at the time Mr. Urquhart and Mr. Cox were in my office. Mr. Dudley was not within hearing distance at the time Mr. Urquhart told me he had employed him and given him a retaining fee of $100; he was in the bar-room, but not within hearing distance; Mr. Wharton never gave me any directions about drawing papers, and was not present when Urquhart gave me directions; Urquhart never told me the papers had been drawn; he stated to me, you (Mr. Dudley,) would draw all the necessary papers; at the time this agreement was made between Urquhart and Cox, the understanding was that Mr. Burton, or, if he did not arrive from Europe in time, some one of the firm of E. M. Davis & Co. was to make the deed to sheriff Cox; the $17,000 mortgage was to be for a short time, one year; the whole consideration was $22,000; this was to be clear of incumbrances; the Hull and Mickle mortgages were to be paid off, as well as all the judgments against the property; the mortgage for $17,000, it is my impression, was to be made to Mr. Urquhart, but I will not be

certain, the agreement not stating to whom it was to be made.

Question. Did Mr. Urquhart ever tell you that the notes that this mortgage was given to secure were renewed at maturity, or any of them?

He never told me that any of his own notes were renewed, but that some of those of other parties had been, the shaves being charged against him; Mr. Pilling, I understood, was one of the parties, and his notes; I never understood exactly how the notes were given. At the time Mr. Urquhart told me, I understood this mortgage of $10,000 on Bloomfield, was part of the collaterals; but that the renewal did not affect this mortgage, he representing to me that this mortgage had been paid; the way I understood him, Mr. Urquhart's notes had been given together with this mortgage, the mortgage on the Kensington property, and the notes of other parties, (I think Gries & Co.) and also, that Mr. Pilling gave his notes for $10,000, to Myers, Claghorn & Co. and that it was Mr. Pilling's notes which were renewed; Mr. Urquhart represented to me that this was an outside transaction from the mortgage, with which he had nothing to do; I understood Pilling's notes had been renewed, but when, or how I cannot state; I understood that the mortgage had been deposited with Myers, Claghorn & Co. as security for Urquhart's notes; this was my impression; he did not state this to be so.

(The whole of the above cross-examination touching the mortgage and renewal of notes objected to.)

(Signed) R. GRAHAM CLARKE.

Affirmed and subscribed before me, this 9th day of July, A. D. 1857. C. P. STRATTON, *M. C. C.*

Frederick G. Wolbert, a witness called on the part of complainants, being duly sworn, saith:

I reside in the city of Philadelphia; am an auctioneer in Chesnut street, between Fourth and Fifth, of the firm of Wolbert & Scott; I have been an auctioneer nearly twenty years in Philadelphia; I know Mr. Pilling very intimately, and have known him fifteen years, certainly.

Question. Are you, and have you been, during that time acquainted with his neighbors in business;

I have, and intimately.

Question. Do you know his character for truth and veracity?

I do, so far as I am personally concerned.

Question. Do you know his reputation among his neighbors?

I do not know; it would be impossible to say, opinions are so different; and I have very little conversation with the people by whom he is surrounded; my business has brought me into contact with him and his neighbors in business frequently;

Question. Is his character for truth and veracity good or bad?

(Objected to, as the witness has already said he does not know his character for truth and veracity.)

So far as I know, Mr. Pilling, predicated altogether upon the transactions I have had with him, he is as truthful and honorable a man as we have in our city.

Question. State upon what you base that opinion?

(Objected to.)

I base that opinion upon my very intimate acquaintance with Mr. Pilling, as a friend, and upon all the business transactions which I have had with him.

Question. Have you ever heard his integrity questioned or impugned?

No, Sir.

(The whole of the above testimony objected to and cross-examination made subject thereto.)

Cross-examined.

Mr Pilling is a commission merchant, I believe; I know a man named Urquhart; do not know whether he is an auctioneer; I only know of him through his advertisement; I presume he is recognised as an auctioneer, as I see his advertisement; I do not know whether he has a license; I think Mr. Pilling lives in New street; I know him as a business man; I am socially acquainted with him, but our families do not visit; I did not sell any goods for Mr. Pilling, in which Mr. Urquhart and Mr. Robinson were interested; nor for Mr. Wallace; I do not know that I sold any goods last fall in which Mr. Pilling, Mr. Urquhart and Mr. Robinson were interested; no goods in which Mr. Urquhart, Mr. Pilling and Mr. Robinson were interested were sold by order of the sheriff that I know of.

Question. Did you not sell some goods last fall, in which Mr. Pilling, Mr. Robinson and Mr. Urquhart, or some of them were interested?

I say, no Sir.

Question. Were not some goods which were seized as Wallace's goods by the sheriff sold by you, and the money paid by your firm to Robinson, Pilling, or Urquhart, or one of them?

No, Sir.

Question. I have reference to last fall?

Yes Sir, I understand.

Question. Has there been any such sale or payment as I have mentioned, since last fall, by you or by your firm?

No, Sir, nor any sale in which Mr. Robinson, Mr. Urquhart and Mr. Pilling were interested together, not a dollar's worth.

(Signed) F. G. WOLBERT.

Sworn and subscribed before me, this 9th day of July, 1857.
C. P. STRATTON,
M. C. C.

Erastus F. Hornblower, a witness produced on the part of complainans, being duly sworn, saith:

(Mr. Dudley objects to this witness.)

In our application to Mr. Urquhart for the payment of his account,

he offered us some lots purporting to be on the Bloomfield property, as collateral security, but on finding the property was so incumbered, we had nothing to do with them.

Cross-examined.

I get this information from my own knowledge in the ordinary course of business, having charge of all such matters.

(Signed) E. F. HORNBLOWER.

Sworn and subscribed before me, this 9th day of July, A. D. 1857,
C. P. STRATTON,
M. C. C.

Adjourned to three o'clock P. M.

Three o'clock, P. M. Adjourned to July tenth, 10 o'clock, A. M.

July 10th, ten o'clock, A. M. was attended by the parties pursuant to adjournment. Mr. Voorhees asks an adjournment to three o'clock, P. M. Mr. Dudley objects to any further adjournment, and insists that the complainants shall go on and finish their case.

Adjourned to three o'clock, P. M.

Three o'clock, P. M. Examination continued according to adjournment.

Complainants serve a copy of the order of the chancellor to examine John C. Cox, upon Mr. Dudley.

John C. Cox, a witness produced on the part of complainants, being duly sworn, saith:

I reside in Freehold township, Monmouth county; I was formerly sheriff of that county; I know David C. Urquhart; I was in treaty with him for the purchase of Bloomfield Cottage Farm, on two occasions.

(*Note.*—Mr. Dudley objects to all the conversations that have taken place between Mr. Urquhart and this witness, and all that Mr. Urquhart has said to him.)

The first time was in June, 1855, when I went over to see it; it it was some time after that before we agreed, or went so far as to have an article drawn up by Mr. Clarke, an attorney of this town; it was after harvest when this article was drawn; it may have been as late as September; it was warm weather; I cannot state the time; it was between July and October; the article was never executed; I bought the real estate, and he was to throw in some personal property he had; I think the price was something like twenty thousand dollars; the exact price I can't say; the next occasion—this was the first occasion—was in Philadelphia; that was between the first of October and first of December; and after the sheriff's sale; I think it was pretty shortly after the sheriff's sale.

Question. On either of these occasions, or both, was any thing said to you by Mr. Urquhart about a $10,000 mortgage on the farm, and if so what?

(Objected to, as illegal.)

He told me there was a $10,000 mortgage on the farm, on both occasions, that he could control, or had the control of, and that it might lay for a length of time. I think he mentioned on one occasion that it might lay ten years. On the first occasion that I was bargaining, he did not enter fully into saying how it was; on the second occasion he told me that if I would pay him $5000 in money, he could control the balance; that it might lay by paying $1000 a year till it was paid off. He said the property had been sold (this was on the last occasion) and bought in, by a friend of his. He said Mr. Wharton had bought it in as a friend of his; that he had been a great friend to him, and that he, (Mr. Urquhart) was to have some benefit from the sale. Mr. Urquhart introduced me to Mr. Davis, of the firm of E. M. Davis & Co. as the person who had come to purchase Bloomfield. At the time of this introduction we were in Mr. Davis's store, in Bank alley, Philadelphia, I think. Mr. Urquhart had told me that was the firm who had bought the property in, and they would make me a deed for it if he sold it to me. I went there to see for myself if this was the case. Urquhart went with me. Mr. Urquhart, after I had been introduced, went a little one side, and had some conversation with Mr. Davis. After he came back, he (Mr. Urquhart) said it was all right; to come again; that Mr. Davis was busy. I think Mr. Davis was near by when this remark was made. I think they both walked up together. Did not see Mr. Wharton at that time that I know of.

Question. Did you make any remark at that time to Mr. Urquhart about trusting those abolition-quakers too far? And, if so, what?

(Objected to.)

I don't know that I made that as a caution. I believe I did make some remark. I don't know that I can state what. I suppose I did not speak very highly of Mr. Davis, on account of his politics. The remark was made more from a conversation I heard while in the store, while Mr. Davis and Mr. Urquhart were talking, than for any caution about his business.

Question. Can you state any more nearly?

I think my remark had nothing to do with this business. I don't know that I can word it any more nearly than I have. Some time after this occasion, Mr. Urquhart told me something about his wife having executed a release of dower, but not on this occasion. It was along in the winter he told me this, in the early part of '56. I cannot be positive about the time. He told me his wife had released dower, in order to make the title good; that Mr. Wharton might make a good title.

(The whole of the above testimony objected to, as being illegal and irrelevant, and cross-examination made subject thereto.)

Cross-examined.

I believe I have detailed all that took place at the store of E. M. Davis & Co. about this matter at the time I went there. Mr. Urquhart and I went away from there together afterwards. Mr. Davis was near by when Urquhart used the words "it is all right, come again." I cannot say whether he heard. "All right; we'll

come again," were the words used. I don't think Mr. Urquhart told me who held the mortgage of ten thousand dollars. He merely said he could make arrangements to have it paid by installments gradually. On the first occasion, the reason I did not buy the farm was, that he had not all the personal property I bargained for. That was one reason. The main reason was, I heard there were two executions in the hands of the sheriff, or about to be, and a judgment in the supreme court. This was the first time. The reason, the last time was, that Mr. Davis did not say any thing to me like wanting to sell it, and I did not go back again. I believe this is the reason I did not purchase the last time. I had got nearly out of conceit of buying. It seemed to be mysterious. I never saw Mr. Davis but this once, to know him. It was the last time he told me he could make an arrangement for the payment of the mortgage gradually. Urquhart told me this at the last interview.

My recollection is, that it was twenty thousand dollars I was to give for the farm and personal property. The personal property I was to have in, was all the carpets except that in the dining-room, the fixtures in the bar, the cart and harness, and one roller. There was a piece of oats growing; I was to have Mr. Urquhart's half of this. The piece was two acres. This was when I first talked of buying. I don't recollect anything else I was to have. Those were the main things. I was to get a hundred and eight or ten acres. I was not to get the part where the brick kiln stood. I don't know where the agreement that was drawn up is. I left it with Mr. Clarke. The last I saw of it was with him. This agreement was drawn the first time, which was before the sheriff had sold, and I think, before he had advertised. I can't recollect whether this was before the oats were cut, or not. I cannot tell within two months of the time when this agreement was drawn. It was between the 1st July and 1st October. I think it was before the sheriff advertised, as I saw no advertisements over here, nor heard of them. I never have seen the agreement since. I I left it with Mr. Urquhart and Mr. Clarke, at his office. I left them together at his office.

In Chief.

Question. Did or did you not understand from Mr. Urquhart, on all these occasions, that he controlled the ten thousand dollar mortgage absolutely?

(Objected to as leading and illegal.)

He told me could control it. I don't know whether he said absolutely. He spoke more about it the last time than he had ever done before. I don't think at the time Mr. Urquhart and I went to see Mr. Davis, that Mr. Urquhart told me any thing of how the sale took place and about his proclaiming the incumbrances. Afterwards, when he was going to make a stock concern of Bloomfield, he did.

(Mr. Dudley objects to this testimony, as illegal and irrelevant, and to all conversations of witness with Mr. Urquhart, and what Urquhart told him.)

I spoke to some persons whom I knew, to take some stock for Mr. Urquhart. He wished me to do so. They said they understood it had been sold at sheriff's sale for $15,000, and they

thought he was putting it in at too high a price. I told him what they said. He said he had proclaimed that there was $17,000 and two years interest against the property, and it brought five dollars more than that yet.

Question. Did he say whom he procured to make that bid?

He said nothing more than what I have said. At this time he said nothing.

Cross-examined again.

It was some time in the winter before the meeting of the legislature, that he was getting up this stock company. The winter of 1856. I believe the bill of this stock company set forth it was to be an agricultural park. I understood from that it was to award premiums for trials of speed. I did not understand it was to be a race-course; what I would call a race course. I could not understand differently from what the bill said. I might have my opinion. I did not hear anybody say. It was my opinion that it was a place to test the speak of horses.

(Signed) JOHN C. COX.

Sworn and subscribed before me, this 10th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

John Derbyshire, a witness produced by the complainants, alleging himself, &c. and being duly affirmed, saith:

I reside in Philadelphia, in New street. My former number was 19. It is in the same square with Mr. Pilling. I have resided there between six and seven years. I am a flour merchant; my place of business is No. 33 Delaware avenue, above Arch street. I know Ellis Pilling; have known him to the best of my recollection fifteen years.

Question. Are you acquainted in the vicinity where he resides and does business?

Yes, Sir.

Question. Do you know his reputation for truth and veracity among his neighbors and friends?

To some extent.

Question. Is it good or bad?

It is good, so far as I know.

Question, Have you ever heard his integrity questioned or impugned?

Not to my recollection.

(All the above testimony objected to, and cross-examination made subject thereto.)

I don't think I know any of the business men in Jones's alley except Mr. Pilling. I do not know of my own knowledge, any busines men with whom Mr. Pilling does business at the present time. (Signed) JOHN DERBYSHIRE.

Affirmed and subscribed before me, this 10th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Adjourned to July 11th, ten o'clock A. M.

Ten o'clock A. M. July 11th.—Attended by the parties, and examination continued. Present Messrs. Browning, Voorhees and Mr. Dudley.

Harry Parton, being re-called on the part of complainants, and being duly sworn, saith:

I have been examined before in this case.

Question. Do you know whether there was ever any negotiation between yourself, Wm. R. Gries, Wm. R. Gries & Co. and Mr. Urquhart, respecting a farm in Evesham?

All that ever passed that I recollect, upon the subject of that farm, was, Wm. R. Gries, D. C. Urquhart and myself were in the counting house one day (I forget the time.) In the course of the conversation it came out that Mr. Urquhart had a farm somewhere in Jersey. I forget what conversation passed, but Urquhart said "come out and look at it, Harry," or words to that effect. I looked at Gries, and he said "go out, Harry." I went. I went out in a sleigh. I don't know where it was exactly; it was called the "Green Tree." This farm was not conveyed to any of the firm. Three or four weeks after, I presume it must have been, Mr. Urquhart brought a deed to me, laid it down on the counter, and said, "Harry, give that to your wife," which I did.

(The whole of the above testimony objected to, and cross-examination made subject thereto.)

Cross-examined.

This deed that Mr. Urquhart laid down, was a deed purporting to be to my wife, of the farm I went and looked at. This deed was not properly executed. That I found out afterwards. There was never any thing done with the deed after that. The deed was signed before an alderman in Pennsylvania, instead of being signed before a commissioner in New Jersey. The farm was not conveyed to the firm, but pretended to be conveyed to my wife. Our firm, that I know of, never had any interest in this farm.

Question. There was a $5000 mortgage executed by yourself upon the Kensington property.

(Being shown a paper marked as exhibit No. 35,) is this the one?

Yes, Exhibit 34 is my handwriting, and I presume is the accompanying bond; I know nothing about the papers; I know that is my handwriting; I never read them; I did as I was told by Mr. Gries; my position in that house was such, that I did whatever was told; I understood afterwards from Mr. Gries, that these papers were executed for the purpose of enabling Mr. Urquhart to obtain a temporary loan; I don't know any thing about the mortgage, except that I signed it, and that Mr. Gries afterwards told me it was to obtain a temporary loan; I never understood any thing from Mr. Urquhart.

Question. Did your wife, or you, ever get any thing from that farm?

Yes, Sir, two pair of chickens, and about two dozen eggs; I was up there one Sunday, and the man brought them down next day. I

don't know what became of this farm. I don't know what money Urquhart raised for Parton, Horter & Co. There was a great deal of money had to be raised, but I really don't know how it was raised.

Question. Do you know of any money raised by Mr. Urquhart for the firm of Parton, Horter & Co. except what he raised upon the assets of that firm?

I do not; I know Henry Lewis, of the firm of Lewis, Brothers & Co. Henry Lewis, Jr. is his name.

Question. Did you not, in a conversation with Mr. Lewis some weeks ago, say that these parties were bound to win this suit, and then he would get the Kensington property, or words to that effect?

No; I said if they prove that mortgage to be a bogus mortgage, as he bought it at sheriff's sale, he would then get it. I think these were exactly my words.

(Signed) HARRY PARTON.

Sworn and subscribed before me, this 11th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

David C. Urquhart, a witness re-called on the part of complainants, being duly sworn, saith:

(This witness objected to, as having been already sworn and examined in this case.)

Witness being shown a pamphlet, (marked Exhibit No. 91, of complainants,) says:

(This Exhibit objected to.)

That is the original charter, under the general law of this state, and the constitution and by-laws of the Bloomfield Park and Agricultural Association.

Being shown a printed bill, (marked Exhibit No. 92, of complainants,) says:

This is the bill presented by me to the Legislature of New Jersey for a special charter for that association, in the winter of 1855 and '56; the names of the officers of the original association are correctly stated in the page next to the title page. Mr. Jenkins wished, as he was a non-resident of the state, that somebody else should be made president; but nobody else was ever selected, and he never acted; Mr. Jenkins lived in Bucks county, Pennsylvania; his place is called Andalusia; he is a farmer; Mr. Stockton lives at Ellisburg, on the Marlton road in Camden county; he keeps the tavern at Ellisburg, and farms 120 acres; Mr. Bockius is a morocco dresser, and lives in Camden; Mr. Clarke is a lawyer in Camden; Matthew Miller, Jr. is a broker, lives in Camden; Mr. Humphreys keeps a livery stable in Camden; he then lived in Mount Holly, and kept tavern; Mr. Githens kept the tavern at Haddonfield; Captain Stuart runs and owns the ferry boats at Gloucester; Scanlan used to be clerk at the quarter sessions in Philadelphia; Stephen Parsons keeps the hotel of the Camden and Philadelphia Ferry Co.

at Camden. Mr. Cooper is an extensive owner of real estate. I don't know whether he farms or not; he lives in Camden; David C. Urquhart was then in no business, except living at Bloomfield, and having his farm cultivated upon shares. Wills is a farmer; the corporators named in the bill are all residents of Camden county, and are all farmers but four, that is to say, Richard Humphreys and Githens, tavern-keepers, and Clarke and Mickle, lawyers.

Being shown a certified copy of the record in the case of Stegman, Brothers & Co. against Urquhart (marked Exhibit No. 93, of complainants, says:

I do not think this suit was litigated on the other side of the river, or this; on this side I know I did not put in any defence. I stated that this claim was settled for $816. They settled at this rate upon my representations of my inability to pay, and of the farm's incumbrances; Francis Lee acted for Stegman, Brothers & Co. I paid the costs when the note was given to Mr. Dudley, the amount of costs was $40; I borrowed the money from Lee to pay them; a bond for $1,700 with warrant of attorney was given at this time by agreement with Mr. Lee before we came over the river to Mr. Dudley; by agreement between Mr. Lee and myself, before we came over the river; it was at my suggestion made in Mr. Dudley's office, that the bond was made for the full amount. I thought some person might pay the note, and the judgment might be assigned for the full amount.

Being shown a paper (marked Exhibit No. 94, of complainants,) says:

This is one of the advertisements of the sheriff Tatem for the sale of my property, and that of my father-in-law, and upon which the property was afterwards sold upon adjournment. I think I told the sheriff myself to advertise; I know I told him it was necessary to sell to make the title; my impression is that Mr. Dudley had not then returned from Europe; he went some time in June; I know he was nor here when my personal property was advertised to be sold, at the time Mr. Burton went security to the sheriff for the personal property. I think Mr. Dudley had not returned from Europe at the time the adjournment was made from the 12th September to the 10th of October. Mr. Lee and Mr. Burton were at the sheriff's office with me, at the time when the sale of the personal property was indefinitely postponed; Mr. Burton went security to indemnify the sheriff; there was no bond entered into.

Question. Mr. Dudley stated in his examination, that when you and Mr. Lee were at his office before the sale, on the day that the sale was made of Bloomfield to Mr. Wharton, that you said the $10,000 mortgage was good, or words to that effect, will you please state what your recollection is about it?

(Objected to; because not rebuttting testimony, the witness having been fully examined on that point in his other examination.)

After we had made arrangements with Mr. Dudley to come down and meet Mr. Wharton at the West Jersey Hotel, [Mr.

Lee's business having been all closed,] I said to Mr. Dudley—

"You see, Mr. Dudley, you could not have made any thing off of me."

He said—"Yes I could; I would have sold the property and contested the Myers' mortgage."

I answered—"No, you could not have done that," or "I don't think you could."

Question. Was anything said to Mr. Lee by Mr. Dudley in his office, of the amount of his fee against Mr. Lee, or by Mr. Lee to you as to its amount, on leaving his office to go down to the West Jersey Hotel?

(Objected to as irrelevant and improper testimony.)

After Mr. Lee and I went out of Mr. Dudley's office, Mr. Lee said:

(Mr. Dudley objected to the conversations between Mr. Lee and the witness.)

Mr. Dudley had told him just before I came in, that his charge was $50, and that when he found I was going to pay, he had charged $100.

Question. Will you tell, as nearly as you can, the length of time that you and Mr. Dudley and Mr. Wharton were up stairs at the West Jersey Hotel, and particularly the time that Mr. Wharton was there?

(Objected to.)

Mr. Dudley and I were up stairs, perhaps a couple of minutes first; a very few words passed; I then called Mr. Wharton up stairs, and he was there while Mr. Dudley drew up the order on E. M. Davis & Co. only while Mr. Dudley drew the order and he signed it; it could not have been more than two minutes.

Question. Was there anything like persuasion or agreement used to induce Mr. Wharton to draw the order?

(Objected to, because not proper rebutting testimony; the witness having been fully examined upon this in his previous examination.)

There was not a word said, except as I said before; as I was going through, into the door at the top of the stairs, I asked Mr. Wharton to give Mr. Dudley a check; Mr. Dudley was seated at the table, with pen and ink before him; I said to Mr. Wharton—"Give Mr. Dudley a check for $450; Mr. Burton and I have an understanding about the matter; He answered that he had no check with him, or that he did not draw checks. I then said to Mr. Dudley: "Draw an order on E. M. Davis & Co. for the $450," which he did and Mr. Wharton signed it; I then said, let us walk down, and we will sell the property; this is all that was said after Mr. Wharton came up stairs.

Question. Was anything at all said about E. M. Davis & Co. wanting counsel in New Jersey? and if so, what;

No Sir, not a word.

Question. Did you make, up stairs or down, on that occasion, any inquiry of Mr Dudley, as to what way you should make proclamation or announce the incumbrances upon the property?

I did not Sir; I had no occasion to.

Note.—Mr. Dudley is now called upon to produce his docket —previously notified to do so—and also to produce the order for $450, and to produce in connection with his docket, any other book or books of his in relation to the money paid by him on that occasion, and upon what respective accounts.

Mr. Dudley answers, that with regard to the order, he has not got it in his possession, and does not know where it is; as he has previously stated, and as to his dockets, they are his own private boeks, containing private memoranda, and that he does not see proper to produce them.

Mr. Browning further states, that the books of E. M. Davis & Co. having been produced, he calls upon Mr. Dudley or Mr. Burton, being present, to point out any entry in those books, or any of them, of a general retaining fee paid by the firm of E. M. Davis & Co. of $100 to Mr. Dudley.

Mr. Dudley answers, that upon previous call, E. M. Davis & Co. have twice produced their books in Camden, and once in the office here before the Master, where they were fully examined by the other party, that they are voluminous and heavy, and that it is a trouble to be carrying them backwards and forwards; but that if the opposite party will name a time, when they will see them, they shall be produced.

Mr. Browning names this afternoon as the time when he will see the books, before the examination of Mr. Urquhart is closed, and that if not produced before that time, they shall claim the liberty of calling Mr. Urquhart again.

Examination continued.

During the time of the sale of the property at the West Jersey Hotel, Mr. Dudley stood, I think, about half way between the bar and window, behind the stove, fifteen feet from Mr. Wharton; Mr. Wharton and I stood against the bar, opposite the crier, except when I shifted my position when I proclaimed; I shifted my position a little occasionally, so as not to appear to be interested with Mr. Wharton; Mr. Dudley did not stand by Mr. Wharton during the sale; not till after Mr. Wharton went up to sign his name.

Witness being shown Exhibit G3, of defendants, being an agreement of Pilling with the house of Myers, Claghorn, & Co. says:

I remember seeing this paper before during this examination; or the agreement of which this is a copy; I saw this at my examination in a former suit, in the petition suit; that was the first time I ever knew this paper to be in existence; I then identified my signature to this to be genuine as a witness; I have since then seen Charles Murphy, the other witness; I asked him if he knew any thing of the contents of this paper; he said he did not; neither did I; I did not know of the existence of any such paper, until the time of the present suit, when it was produced in evidence. I know John Clement, William Bettle, Edward Bettle and Thomas B. Atkinson; Mr. Clement, the first time I knew him, was when Mr. Dudley brought the ejectment suit against me for

Bloomfield; I saw him afterwards in Trenton, at the time I was applying for a charter last winter; I think it was in Kay's hotel. I nodded to him; I may have seen Mr. Clement at the time I bought Bloomfield, if he was the surveyor who surveyed the farm; I do not know that it was he; I first saw William and Edward Bettle in Trenton, opposing my charter; they were on the ground nearly all the time during the two sessions of the legislature; they professed not to be opposing the charter last winter; that is all I know about them; I have met them at Elwell's occasionally, when I would say—"how do you do;" I was introduced to Mr. Atkinson two evening's before the last election at Mr Parson's; it may have been three evenings; I had a misunderstanding with him at Kay's hotel in Trenton, during the session of the legislature, and we have not spoken since; this arose out of an allegation on my part, that he had pledged himself to go for my charter, and his denial of it.

At the request of Mr. Dudley, the Master asks the witness what he said, in explanation of the previous question.

Mr. Dudley insisting on his right to have all the witness said put down.

The witness proceeds:

I said to Atkinson, that he had, in Dr. Rowand's store said that whether he got his seat or not, in the legislature, that he was determined to push that Bloomfield bill through, or words to that effect. Young Dr. Rowand was in the store, and I believe heard the remark; it was young Dr. Rowand, who keeps the drug store.

(All this matter objected to by Mr. Browning.)

Question. What are the personal relations existing between you and Mr. Capper, Mr. Day, Mr. Horter and Mr. Lanning, the witnesses examined here? Are they friendly, or unfriendly?

(Objected to as illegal, and an improper question.)

As far as Capper is concerned, I have merely heard they are unfriendly lately, although formerly we had several rencontres; once about four hundred dollars. He is a clerk in a house in Market street he told me. He used to be in the employ of Burton & Gries.

Mr. Capper brought suit against me in New Jersey, and, I believe, this I hold in my hand is a notice of filing declaration and schedule in that case (marked Exhibit No. 95 of complainants.) He also brought suit against me in Philadelphia. The last transaction I had with Lanning I threatened to bring an action of trover and conversion against him. We had a misunderstanding about some fixtures in the store. We are not on friendly terms. I believe that Henry M. Day has had bitter feelings toward Pilling. Since I have lived in Jones' alley he has extended that feeling towards me. He called on me the day I understood his testimony was taken here. I was out when he called. I saw him coming from the store with Gibbon as I came up the alley. At the same time, some one came and said I was wanted in the store immediately. I called Mr. Day one side. He then said, "Urquhart, they want me to go over in Jersey." I think he said he did not want to meddle in the matter. He wanted me to agree to pay $10 a month, $220, that I

owed him. I answered I had a store full of goods, but they belonged to other parties; and I would come under no further obligations to get me into difficulty. I think he then said he would be sorry to injure me for $220. He is a clerk or agent for Fisher, Robinson & Co. Horter I have not seen for a long time on account of his talking against me. He was my brother-in-law. We used to be very intimate, but we have not spoken for a year. Mr. Lanning is a merchant, in the same kind of business as E. M. Davis & Co. I was never in the store he occupies now. Mr. Carrall has sold the property which was sold to him at the West Jersey Hotel, for $5000 to Mr. Hammett, the ship builder. The sale has been completed since his examination here, for $5000. I think it was since. I have heard of it since then.

A certified copy of the deed of above sale here produced (marked Exhibit 96, of complainants.)

At the time of the sale the property was encumbered to the amount of twenty-seven or twenty-eight hundred dollars.

(Mr. Dudley objects to the testimony in reference to this sale, and to the deed, as being entirely irrelevant.)

Adjourned to three o'clock, P. M.

Three o'clock P. M.—Examination resumed.

I remember being in treaty with sheriff Cox of Monmouth county, for the sale of Bloomfield. The first agreement was, he was to give $22,000. This included some personal property. There was an article of agreement drawn up by Mr. Clarke. It was never executed. After the sheriff's sale shortly, we resumed negotiations. This was before the corporation was formed of the Bloomfield Park Association, and before Mr. Burton's return from Europe. I took sheriff Cox to the store of E. M. Davis & Co. I had told him a good deal how things were fixed. I took him there to see the people through whom I expected to make title. I introduced him to Mr. Davis, as the gentleman to whom I was about selling Bloomfield.

(Objected to, as not rebutting.)

I have pretty nearly forgotten what occurred. My memory is at a loss to tell what occurred. I took him there to introduce him to the persons through whom I expected to make title. I told sheriff Cox, this house had bought in the property for me, and that the mortgage might lay. I controlled it.

Question. Do you remember any remark made to you by sheriff Cox as you came away, touching your trusting E. M. Davis & Co?

(Objected to.)

He threw out some cautionary remark, I forget whether it was the word "abolitionist" or "hickory Quaker" he made use of. I said I was "all right; they were particular friends of mine." I said I had rendered them considerable services, and they were merely making return.

(The whole of the above testimony objected to as irrelevant and illegal, and all that part of it, especially, detailing conversations between the witness and other persons; and all that part which is not rebutting testimony, and cross-examination, made subject thereto.)

The defendants, E. M. Davis & Co. here again produced their books, according to the demand made upon them this morning.

Cross-examined.

Witness being shown a paper (marked by defendants W3,) says:

This is the promissory note given by David W. Carrall and myself, from which the signatures (marked Exhibit N 88) were cut. I cannot tell whether those signatures were cut from that note before or after the sheriff's sale: it was about that time. I incline to the opinion that it was after the sheriff's sale. I was not present. It was after the agreement with Burton.

Being shown Exhibit M M, says:

The first time I knew of this judgment having been assigned to Wharton, was in the petition suit; so I can't say when that was done. I give my impression. I think it was after the the sheriff's sale. I called on Mr. Dudley for the note, but he could not find it.

Question. To the best of your recollection, was the time when you called on Mr. Dudley about this note, before or after the sheriff's sale, on the 10th of October, 1855?

I can merely give my impression. I know it was about the time, for I had a settlement with my father-in-law. It had been cancelled then, otherwise I could not have had a settlement with him.

Question. Do you not know the fact that that note was not cancelled until after the sheriff's sale?

I cannot state positively. My impression is, that it was in your hands, and uncancelled at the time of the sale.

Question. Have you not stated to your father-in-law, Mr. Carrall, that this note was not cancelled till after the sheriff's sale?

That I cannot remember. I remember showing him my agreement with Mr. Burton to pay the claim of Francis Lee for which the note was given.

Question. Have you not had a conversation with your father-in-law in regard to the cancellation of this note, since the examition commenced in May last.

I don't know. I have had no talk with him about it. I don't rememember that I have told him he was mistaken in the time he had fixed for the cancellation of the note.

Question. Have you got your license to act as an auctioneer yet?

I have appropriated money to pay for a license, and I do not think that it is any of Mr. Dudley's business whether I have got it or not.

Question. Question repeated.

I am an auctioneer under the laws of Pennsylvania, doing business publicly and openly, with a large stock of goods.

Question. What kind of goods do you sell;

I sell any kind of goods brought along, except dry goods. I sell groceries and liquors. I am still in the business. My business now is that of an auctioneer.

Question. You stated in your previous examination that you had sent the money to procure your license; please state when you sent it, to whom, and what amount?

The amount was $700. I decline saying when and to whom I sent it. I sent it when I commenced business. I think in April.

Question. With whom did you make the arrangement?

I decline answering.

Note.—Mr. Dudley here states that his object is to show that Urquhart is a mock auctioneer, doing business without license, and goes into this to show the character and position of this witness, and that he is not entitled to credit.

Question. Have you ever sent to the secretary, the governor or the treasurer af the state of Pennsylvania, any money for your license, or ever applied to any of these officers for a license?

Mr. Browning here advises witness to decline answering any questions touching the getting of his license, and whether or not he has sent any money.

Mr. Dudley states that his object in asking the last question was to show that the declaration of the witness that he had sent the money for his license, made when he was on the stand before, was false and untrue.

The witness declines to answer the last question.

(All of the cross-examination thus far Mr. Urquhart objected to, as being no cross-examination of the matter in chief, and in no wise relevant to the case.)

Question. Is John P. Jenkins a sporting character?

That is more than I know. He is a gentleman.

Question. Does he keep fast horses?

I do not know.

Question. Is Stacy Stockton a sporting character?

That depends upon what you call a sporting man. He is much respected in the township where he lives.

Question. What is your idea of a sporting character?

My idea is, one who gambles and bets on horse-races, &c. one who gambles and makes races. This is my idea and notion of a sporting character and sporting men. Mr. Stockton, I should say, is certainly not one of that character, to my knowledge.

Question. Does not Mr. Stockton have large numbers of men with fast trotting horses congregate at his tavern almost daily?

Mr. Stockton keeps the tavern on the Marlton pike, and, I presume, most every one who goes up there, stops. I have not been there daily or monthly, and cannot answer. I have seen gentlemen stop there with fast horses. I have seen Mr. Burton.

Question. Do you not know that it is a place of resort for persons who keep fast horses?

I do not, Sir, more than any other place on the road; I mean taverns. I know Mr. Stockton is reputed to keep as respectable a house as any in Jersey.

Question. Was Christopher Bockius the owner of a horse called White Cloud?

Yes, Sir; he took the premium at the agricultural fair here, for style, not speed.

Question. Has not Wm. W. Cooper owned, and does he not own, fast trotting horses?

I have not known of his owning fast trotting horses, and I do not believe he does now. I know Thomas Joyce. He was at

my place in the summer of '55 for about a week, or probably more.

Question. Did you not tell him at that time, that you were getting up a a club of sporting men. and that you would then be able to sell the place for $26,000, or words to that effect?

(Objected to as irrelevant, and no proper cross-examination.)

I don't remember having any such conversations with him. He was not well when he was at my house, and was not in a very fit condition to talk on business. I cannot tell exactly the time Mr. Joyce was out there. It was between May and September, prior to the agreement with Mr. Burton. It might have been in July.

Question. Did you not tell him you were in expectation of getting up a club of sporting men, and that you expected to sell the place for $26,000, or words to that effect?

I do not remember anything about it, except I remember a conversation in which he told me how much safer I would be in Burton's hands than Pilling's.

Question. Did you not tell him that out of the $26,000 you expected to realize, you meant to pay E. M. Davis the amount you owed them and keep the balance?

As I did not consider that I owed them any thing at that time, it is not likely I said so; Mr. Joyce was not in his right mind when he was at my house. He was not in a fit state to talk of business. He was a little better before he left, but was not then quite rational. That is the reason I kept him at my house. I took him out there.

Did you not tell him on this occasion, that part of the securities in Myers, Claghorn & Co's hands belonged to E. M. Davis & Co. and that you were going to save them for E. M. Davis & Co. or words to that effect?

As I did not consider that any of these securities belonged to E. M. Davis & Co. until they had paid anything that might be against them, I of course could not have made any such statement.

Question. Did you not tell him on this occasion, that Ellis Pilling had robbed you, or words to that effect?

I might have told him that he had shaved me, and was trying to take advantage of me; I thought so.

Question. Did you not tell him that Ellis Pilling had robbed you?

I might have said that he had shaved me, and was trying to take advantage of me, but have no recollection of saying that he robbed me.

Question. Did you not say on this occasion to Mr. Joyce, that this farm was mortgaged to Myers, Claghorn & Co. for ten thousand dollars, which mortgage they held with other securities, or words to that effect?

I think he was there about the time I was disputing with Pilling and Myers, about that mortgage and the other securities, and I do not remember saying any thing of the kind to him; I might have said there was a mortgage; but if I did, it was in connection with Pilling's trying to take advantage of me.

Question. Did you not on that occasion say to Joyce, that Pilling had been trying to get hold of all the securities that were in Myers' hands, and that you had come to the conclusion to secure to Messrs. E. M. Davis & Co. the amount of your indebtedness to them, provided they advanced money sufficient to pay Myers, Claghorn & Co. and took up the mortgages and other securities in Myers, Claghorn & Co's hands, which they were to hold as security for the amount which they might have to pay or advance to you, or words to that effect?

In regard to making such a statement concerning Pilling, I have no recollection of it, though I might have said so; in regard to paying what I owed E. M. Davis & Co. as I did not then consider that I owed them any thing, it is not likely I said I would secure them; I have no recollection of saying anything of the kind.

Question. Have you any recollection of saying to Joyce that if they advanced the money to Myers, Claghorn & Co. they were to have the $10,000 mortgage and the other mortgages, as security for the amount they might have to advance?

As near as I can recollect, when Joyce was there, the only idea I had was of fighting Pilling and Myers at law about the matter; I have no recollection of saying any thing of the kind, it is not likely or probable that I did.

Question. How many interviews had you with Mr. Wharton about buying this property, before the day of sale?

The day of the sale, when Mr. Davis gave me the note to Mr. Lee, I asked him to send Mr. Ackley or Mr. Earle over to buy in the property for me; Mr. Davis said he would send Charles, and he called to Mr. Wharton, and told him to go over with me; I did not call on him myself and request him to go; that is the only time I saw him, till he came over; I made arrangements with him at that time; I remember no other conversation about his buying the property; my conversations were with Mr. Davis or Mr. Burton about this business; Mr. Davis had the agreement (No. 26) in his hand when he called Mr. Wharton; Mr. Davis told him that I wanted him to go over with me, or he might have directed him to go; he explained to him what was wanted, that I wanted him to buy in the property for me.

Question. Did you not go to him, and show him that agreement, and request him to come and buy this property?

I have told you all I remember about the matter. My understanding was, Mr. Wharton was to come over particularly under my direction, and in the place of Mr. Burton under Mr. Burton's assurance to me that he would explain everything to Mr. Davis, and they were to do whatever I required in his absence; Mr. Wharton did not come over with me to the sale. He came over afterwards.

Question. Will you be good enough to explain the reason why you stated in the affidavit that you made on 5th September, 1856; before F. Kingman that you went to Mr. Wharton, and informed him of the said agreement between yourself and Mr. Burton, and requested him to attend the said sale, and buy the property in behalf of said Burton, in order to carry said agreement into effect, and that

on the day of sale, Wharton went with you to the place of sale, and there bid off the property ?

Mr. Wilson read that over to me; I stated to him there exactly as I have stated now about the matter; I stated to him exactly how Mr. Wharton was called by Mr. Davis, and also about how I met him in front of English's; I remember his saying, of course you went in with the man to the sale, as he came by appointment; that was substantially the same thing, he said; I remember saying to Mr. Wilson exactly how it took place; he said his writing was substantially the same as my statement.

Question. Is the affidavit as stated above, correct or false, then ?

I should call it correct still.

Question. Do you say that you informed Mr. Wharton of the said agreement, and explained it to him ?

Mr. Davis spoke first, and I finished the arrangement with Mr Wharton.

Question. Question repeated ?

I stated as nearly as I can how the matter occurred; Mr. Davis spoke first, and told Mr. Wharton what I wanted him to do, and then he and I made the arrangements.

Mr. Dudley adds :

My question was whether you went to Mr. Wharton and informed him of the said agreement, and requested him to attend the said sale ?

I don't mean to say that was the first information he had ; Mr. Davis commenced the conversation with Mr. Wharton and left him and I to finish.

Question. Question repeated ?

Witness says :

I should like to hear the question. I thought I had answered it.

Question is read.

Witness says :

I went to E. M. Davis & Co's store; when in the store Mr. Wharton came to me ; I had the agreement in my hand, and told him that I wanted him to come over, in accordance with the the purport of it. I explained to him the agreement, so far as buying in the property was concerned ; Mr. Davis commenced ; Mr. Davis had the agreement in his hands first ; when he came, he handed it to me.

Question. Did you not tell sheriff Tatem, some two or three weeks after this sale took place, in a conversation you had with him, that you had a written agreement with Mr. Wharton, showing that Wharton had bought the farm for you ?

No, Sir, I might have told him I had a written agreement with Burton ; no doubt I told him this.

Question. Was the $10,000 mortgage originally drawn to secure you a loan, or was it drawn to secure advances to be made to you from time to time, by Myers & Claghorn ?

When the first arrangement was made with John B. Myers, the mortgage and Pilling's notes were to have been given as collate-

ral for $10,000 that I was to use in business in Strawberry street, in the commission business.

Question. Was it to be paid to you in one sum, or from time to time, as it would be required by you, in your business?

I was to have the money if I wanted it at once; I looked upon it as a credit of $10,000, just as in a bank; I had no understanding about it; the money, I presumed, was to be to my credit in their hands, to be used whenever I wanted it; there was no specific arrangement; the negotiation was for a cash credit of ten thousand dollars, and there was no understanding at all about it. I don't know whether it was to be drawn all at once, or from time to time.

Question. If then, there was no understanding about this matter, why did you state in your petition that you filed in July, 1856, that this mortgage was executed for the purpose of securing Myers, Claghorn & Co. for advances which they were to pay from time to time, as you might require in your business transactions?

Because when that arrangement would have been perfected, giving me a credit with them for $10.000, I would only have to pay them for the use of such money as I used; if I drew up $10,000 I would have to pay the commissions on $10,000, if only one, I should have to pay on one.

Question. Am I to understand from you now, that there was an arrangement that this money was to be paid from time to time, as you needed it in your business?

The transaction bore upon its face that I was to have the money as I wanted it in my business.

Question. But there was no such understanding as that you were to draw from time to time?

I don't remember there was any thing said about it; the nature of the business I was going into, was sufficient to explain to them how I should want the money.

Question. Was, or was there not an understanding between yourself and Mr. Myers at the time how this money was to be advanced?

Nothing specific, more than I have stated, that I can remember.

Question. You say now, that there was no agreement between yourself and Mr. Myers, that they were to advance this money to you from time to time; do I understand this?

I understood the matter as based upon the explanation of the business; how I was going to do; no doubt, Mr. Myers understood it so himself; there was a verbal agreement between Mr. Myers and myself, that the money was to be used in my business.

Question. Was there any agreement as to how it was to be advanced?

I can't say whether there was or was not; the operation was made upon my explanation of the business.

Question. If you can't say whether there was or was not, why do you say there was in your petition?

I said what was the fact in my petition, and I believe any merchant would decide it so, who heard my explanation

Question. What the petition says, then, in this particular is true?

Yes, based upon my understanding.

Question. Do you recollect crossing the river some two or three weeks ago, at the West Jersey Ferry, with Charles Willis?

I do.

Question. Do you recollect talking with him about Judge Clement, the Bettles, and Shivers, and the persons who had testified here?

Yes, I do; I do not remember the names mentioned,

Question. Did you not tell Mr. Willis on that occasion, that if you could not get satisfaction from these persons that I have mentioned, outside, you would get it inside, or words to that effect?

I remember meeting Mr. Willis in the boat coming from Philadelphia, and I remember his holding out his hand to shake hands; I remember saying I did not know whether I ought to take a man with a broad-brimmed hat by the hand after the treatment I had received. He said the Bettles did not wear broad-brimmed hats, I think. I was very much excited at the mention of the names. I really forget what I said. I know I felt excited, having, as I thought, good reason.

Question. Did you make use of the language in the above question?

I do not remember the language I made use of; I remember being excited, but I do not remember what I did say; I remember being excited at the mention of their names.

Question. Do you know what you did say on that occasion?

I do not, Sir.

Question. Then you do not know whether you used that language or not?

I do not remember what I said.

Question. Can you state whether you used that language or not?

I can state one thing—that I was glad I did not meet them the day they were on the stand, or the day I heard they had testified, but I can't state what I said to Mr. Willis; I can state that I remember being excited, very much excited, and cannot remember what I said.

Mr. Dudley states that he has not asked the witness any thing about being excited, or his remembrance, but has asked him the simple question, if he can state that he used the language which was propounded in the question—that in his judgment the question needs only a simple answer, yes or no; and he asks the witness to answer the question.

Witness says:

I can answer no nearer than I have already done.

Question. Am I then to understand from your last answer that you do not know whether you used this language to Mr. Willis or not?

I have already and repeatedly said that I do not know what I said.

Adjourned to Monday, July 13th, ten o'clock A. M.

July 13th, ten o'clock, A. M.

Examination continued according to adjournment. Cross-examination of David C. Urquhart in progress.

Question. Did you not tell Joyce in July '55, on the occasion we have been speaking of, that as soon as you got up your club, you were going to pay this $10,000 mortgage on Bloomfield, or words to that effect?

(Objected to, as no cross examination.)

Answer—I have no recollection of getting up a club at that time or of trying to get up any club.

Question. Did you not tell him you were going to try and get up a club, company or association of sporting men, and sell the farm to them, or try to sell the farm to them?

(Objected to as above.)

Answer—I would repeat what I said before, that Mr. Joyce during all the time he was at my house was not in a condition to talk to about any business. I have no recollection of speaking to him about any matter of business whatever, seriously. I have no such recollection as saying what is asked in the question.

Question. Did you not get Mr. Joyce to look over the books and papers of Parton, Horter, & Co. or some of them while at your house on this occasion?

(Objected to.)

I do not think the books of Parton, Horter & Co. were at my house at that time, and I have no recollection of any thing of the kind.

Question. Did you not on that occasion, tell him or give him to understand that you intended to pay the mortgage of $10,000 on Bloomfield farm?

Objected to.

To whom?

Mr. Dudley answers—To Myers, Claghorn & Co. who held it at that time, or John B. Myers.

The witness says—I should like to see a letter addressed to me from Mr. Burton, from New York, about that time; I want this to get the date; but I say in answer to the question, I have no recollection of saying any such thing; this letter I hold in my hand, (Exhibit No. 25,) has reference to the very same matter, the mortgage.

The buildings on the lot of land which Mr. Carrall has just

sold, are a two story brick dwelling, barn, crib-house, frame ice-house, and privy. Fisher & Robinson's house is in London or Nottingham, (the head of it.) The main house in the United States, is in New York; they have young men in the different cities; the house is one of the largest of its kind in the world; the main house in the United States, is in New York; the New York house has branches, or has young men in the different cities of the United States; I tell what I understand to be the case; Mr. Day is their agent, or is in their employ; he is at the head of the branch in Philadelphia; I said Mr. Lanning dealt in the same kind of goods as E. M. Davis & Co. ribbons, laces and gloves, &c. I have not been in his store since he lived in Bank street, to my recollection; I presume he is a customer of E. M. Davis & Co's; I do not know; I mean to say that Lanning deals in the same kind of goods as E. M. Davis & Co. and laces.

Question. Is not Mr. Lanning's business a lace and embroidery business, and is not that different from the busines of E. M. Davis & Co. and are they not considered among dry goods men, as entirely different branches?

When I sold Lanning goods, he dealt considerably in ribbons, in proportion to the trade he did, and in gloves. He also dealt in laces and embroidery. He has since taken a store close to E. M. Davis & Co. and, I presume has endeavored to succeed to the business of the parties who were there before, and who dealt exclusively in the same kind of goods with E. M. Davis & Co. The business of lace and embroidery, and that of E. M. Davis & Co. are regarded by dry goods men, as two distinct kinds of business among the manufacturers and importers, but jobbers usually deal in both kinds of goods. I wish to add I have no recollection of being in Lanning's store, and only speak from reputation of his business. There was a man named Joseph Broadbent in my employ. I think he was in my employ in '51. I really forget how long he was in my employ, but not a year, I believe. My store was then in Bank street, Philadelphia. I don't remember exactly how long he was in my employ.

Question. Did you not, while he was there, direct him to make out a false balance sheet to be taken around to show persons of whom you were purchasing goods, to enable you to purchase of them?

Having more credit than I could use at that time, I had no occasion to do anything of the kind. I never knew of Broadbent making out a balance sheet.

Question. Did you not request him to make out such a balance sheet?

(Objected to.)

Mr. Burton told me after I had had a difficulty with Broadbent that Broadbent had made such statement to himself or Gries, and both he and I treated it with ridicule.

(Question repeated.) (Objected.)

I have no recollection of it. I repeat the answer made before.

Question. I now change the question a little. Did you not

request him to make out such a false balance sheet for the purpose of showing to Furness, Brinley & Co. autioneers?

(Objected to.)

I have no recollection of showing any balance sheet to Furness, Brinley & Co. or of asking him to make any balance sheet to show them.

Question. If not a balance sheet, did you not request him to make out a false statement, purporting to show what you were worth, for the purpose of being shown to Furness, Brinley & Co?

(Objected to.)

I have no recollection of asking Broadbent to make out any statement or writing to show to Furness, Brinley & Co. or any body else, or of his making any such statement or writing.

Question. When did you pay Mr. Lee his interest on the $816? You said you did so in your first examination?

I think it was the day after the sale I saw him. I don't recollect when I paid him the cash. It was very shortly afterwards that I paid him the cash.

Question. Have you not called on him since this examination was commenced?

Yes; I have seen him; it was since the attempt was made to impeach my character, I think. I paid him no money on this occasion. I left no goods or securities with him at this time. I did not place any money in any body else's hands for Mr. Lee at this time, or since the examination began.

I told Mr. Lee I should like him to come over and state what he knew about it, as my character was impeached.

Question, Have you not told Mr. Lee that if E. M. Davis & Co. failed in this suit that there would be some chance for the creditors of Parton, Horter & Co. to get something; or give him to understand this from what you said to him?

(Objected to.)

Of that I have no recollection. I rather think not.

Question. Did you not inform Lee, or give him to understand, that either he or the firm of which he was a member, or the firm of Stegman, Brothers & Co. would get something, in case this suit went against Mr. Davis?

(Objected to.)

I believe Stegman & Co's name was never mentioned. I am not aware that Mr. Lee or his firm have any claim against Parton, Horter & Co.

Question. Did you give him to understand that Stegman & Co. would get any thing?

(Objected to.)

I have no recollection of any thing of the kind.

Question. Did you not dispute the claim of Stegman & Co. on which you were sued in New Jersey?

(Objected to.)

I believe not. I made no defence to it. I have no recollection

of seeing Mr. Dudley about it, till I came over here with Mr. Lee, after the matter was settled by agreeing to give the note.

Question. Did you not contend, or state that none of this money, or only a part of it was due, and did you not make such statements to Mr. Lee? I mean the amount of the judgment that was obtained against you in the city of Philadelphia?

(Objected to.)

I have no recollection of making any such statement. There is one thing I might have said after the matter was settled by giving the note, that I could have got sufficient time to sell my property before he got judgment against me. This was said in a friendly way. I have no recollection of even entering an appearance to the suit in Philadelphia.

Question. Did you not dispute part of this judgment that was obtained against you in Philadelphia?

I have no such recollection. I believe not. I do not know upon what grounds I could have disputed it.

Question. You have stated in your examination, that you saw Charles Murphy respecting the agreement that you and he witnessed, (marked G3,) please state when it was you saw him?

It was since this suit has been going on. I met him, I believe, at the corner of Dock and Front, or in that neighborhood. I have not called upon him about it, since or before.

Question. You have stated, in substance, in you examination in chief, that Atkinson stated in Rowand's store, that whether he got his seat in the legislature or not that he was determined to push the Bloomfield bill through; when was this?

I stated in my examination, that I said this to Atkinson. The time I referred to as its having taken place, was the Saturday before Atkinson took his seat.

Question. Do you say that Mr. Atkinson ever made such promise to you, as is contained in the above question in Rowand's store?

I said so to Mr. Atkinson, in Trenton. On my return from Trenton, I asked Dr. Rowand if he remembered the circumstance. I believe Dr. Rowand's answer was, there had been a good many things said.

Mr. Dudley adds, he has not asked the witness what took place in Trenton, but his question is, whether Mr. Atkinson ever made such promise to the witness, in Dr. Rowand's store, as is contained in the question?

Had I not believed so, I never should have said so to Mr. Atkinson, far less tax him with saying so, in a public place, in the presence of members of the legislature.

Question. Will you be good enough to state why do you not answer my questions?

Which question do you have reference to?

Mr. Dudley says: I refer to the question whether Mr. Atkinson ever stated this to you in Rowand's store, and which you have evaded to answer.

As I said before, I believed he said this to me, or whoever might have been present in the store. I so understood it, or I

should not have said what I did to him in Trenton, or have asked Dr Rowand about it when I returned.

Question. When was it Mr. Atkinson made such statement to you. in Dr. Rowand's store?

Having no account of the date I will state that I remember the time from the fact that I had been taking notes of Mr. Scull's address to the house on the contested election case, and it was after giving a memorandum of them to Mr. Atkinson, at Rowand's store, being the Saturday before Mr. Atkinson got his seat, that according to my recollection I understood him to make the above statement.

Question. What was it he said?

I will state what I think he said. He said he was determined to see the Bloomfield bill through, and that if he did not get his seat, he would stay in Trenton and lobby for it.

Question. Who was present?

Dr. Rowand was in the store; there might have been others. I mean the young doctor who keeps the store. He might have been attending to his business. I asked him on my return from Trenton, if he remembered it.

Question. What did the doctor say?

To the best of my recollection he said there had been a good many things said. I give you his words. I inferred from his manner, I believe, he did not say either yes or no.

Question. You say you threatened to bring a suit against Mr. Lanning for trover and conversion, when was this?

I cannot say. I have papers, if I can find them, which would fix the date. It is within two years, I think; it might have been more.

Question. To whom did you make the threat?

I believe I had counsel employed. I do not mean I made the threat to him. I did not make the threat to him, I say distinctly. I know he was aware of it. I know he was called upon about it. I say I don't remember of making the threat to him. I was excited about it. I might have done it. I have no recollection of ever speaking to him about bringing the suit. I forget at present who called on him about bringing the suit. I think I wrote him a note. I cannot think of anybody who called on him in reference to it. I sold Mr. Lanning some fixtures and stock of goods. My statement is, that Lanning came to me and said he did not want some double plate glass doors with patent springs, and plate glass lobby light, and sideboard, which had been included in $550 he was to pay me for the good will and fixtures. After the agreement had been made, to accommodate him, I took off $150, and left those things in his possession. The sideboard I believe he returned the last time I made a claim.

Question. Did you not give him a receipt in full for the good will and fixtures?

He has stated so. I am informed there is such a receipt. I have not seen it. As I was trusting at that time to a large amount, I would have had no hesitation in giving him such a receipt. I have no remembrance how the receipt read.

Question. What time in the day was it when Day and Gibbon called on you?

I think in the forenoon, I said Day called on me, and that Mr. Gibbons was along. I understood it was the same day they were examined here.

Question. Was it before, or after they had been over here and been examined?

I should think it was before, from his (Day's) saying he did not want to come over.

Question. You have stated in your examination that you tendered a deed to Mr. Michellon for the brickyard property, where did you get that deed from, and how did you get it?

(Objected to.)

I think I got it from Mr. Dudley in the first place. I do not know whether it was that time or not. I got it in the first place from Mr. Dudley's office. There seems to be two transactions mixed up there, which I cannot remember about. I got it from Mr. Dudley's office for some purpose, and took it to Mr. Graham Clarke.

Question. Did you not get that deed from George W. Gilbert, in Mr. Dudley's office?

I presume so, as it is dated the 6th September, which was before Mr. Dudley's return from Europe.

Question. Did not Mr. Gilbert refuse to deliver that deed to you in the first instance?

I really forget.

Question. Did you not tell him you only wanted that deed to get the description from it, and would return it?

I think very likely. I have no doubt Mr. Clarke will remember some reason why it was got in the first place. But I really forget.

Question. Was not this during Mr. Dudley's absence from his office?

I think so. I think it was while Mr. Dudley was in Europe.

Question. Do you know the firm of Melyss & Ayres?

I do.

Question. Where do they do business?

In New York. They may be in Europe. They have a house in New York.

Question. Were you in debt to that firm?

I was, sir.

Question. Did they sue out an attachment against you, in Philadelphia in 1855?

I really forget.

Question. Did they not attach property in the hands of Ellis Pilling, of yours, in September, 1855?

Some parties did. I don't remember whether they did. Mr. Pilling, I believe was made a garnishee in the attachment. I don't know what they attached. As near as I know, nothing.

Question. On the trial of the case as to the property in Mr. Pilling's hands, were you not examined as a witness?

Yes, and testified.

Question. Did you not swear on that occasion, that Mr. Pilling had no property or money belonging to you in his hands? (I mean in September, '55.)

I did, Sir, with the addition "that I knew of" I remember that distinctly from a conversation with Judge Hare.

Question. You have stated in your examination, that this property, these bills receivable, the Pitfield mortgages, and the Marter judgment, were at that time in Mr. Pilling's hands, and belonging to you, or words to that effect, will you be good enough to explain how you reconcile this statement with what you swore to at the time referred to, viz: that Mr. Pilling had no property or money of yours in his hands?

(Objected to.)

The witness asks: Does Mr. Dudley mean to say that I stated in my examination, that the property was in Pilling's hands at the time I swore in Philadelphia it was not there?

Mr. Dudley answers: that he understood the witness to say in his previous examination that the bills receivable which are now in Mr. Guillou's hands, and the Pitfield mortgages, and which, or part of which, were deposited by Ellis Pilling about the 1st October with Guillou, belonged to the witness at the time they were in Mr. Pilling's hands, and before they were so deposited, and his question is, if that was so, how could he swear at the time this attachment was made in September, that he had no property in Pilling's hands.

The witness answers: I think the settlement with Pilling was made between the 10th and 20th of September, and I think on the 20th of September Pilling brought some notes and papers to me which were included in the settlement, although they had not been delivered before. I met him at Guillou's office on the 20th. The attachment was dated on the 26th September, I think, which will fully explain the matter. They were deposited in Guillou's hands before the 20th. I cannot say which part of them were deposited, but the bulk of them. The matter was finally closed on the 20th. The others were deposited before; I think on the 10th but I know before the 20th.

Question. Was not judgment rendered against Pilling in that case, notwithstanding your swearing?

As I stated above, my "swearing" was "as far as I knew;" judgment was rendered against Pilling.

Adjourned to three o'clock, P. M.

Three o'clock, P. M.

I know Mr. Bosbyshell, the assignee of Washington Horter.

Question. Do you recollect last fall of having some conversation with him about the assets in Guillou's hands, and the Marter judgment? (I mean the bills receivable and accounts heretofore spoken of in this case?)

(Objected to.)

I do not particularly remember about it, but in reference to those accounts I would like to say,

(Mr. Dudley objects to any long explanation.)

That when spoken to about a meeting of the creditors, and in reference to giving Horter a discharge, I never anticipated any difficulty in obtaining them to be handed over to his creditors, provided they would give a discharge on receiving them, as I think the full

value of those accounts and notes could easily have been raised among his friends, provided he could have got a release by handing them over.

Question. Did you not tell Mr. Bosbyshell that those bills receivable, and that Marter judgment were your own, and that you had a right to do with them as you chose, in your conversation last fall? or words to that effect?

I do not remember having told him any such thing.

Question. Did you not tell him that you would hand them over—I mean the Marter judgment and bills receivable—towards paying the creditors of Washington Horter? or words to that effect—last fall?

I might have said to him, provided he spoke to me about the matter, which I don't remember, that if Wash. could have got a discharge, I could have managed that part of the business for him.

Question. Had you not two or three interviews with Mr. Bosbyshell about this matter last fall?

I do not remember. I had no interview with him unless I met him on the street, or at Mr. Middleton's, that I remember; I say I do not remember to have had any interview about that matter on the street, or any where else.

Question. Do you remember to have spoken to him about the matter last fall?

Not particularly.

Question. Do you remember to have spoken to him either last summer or last winter about it?

I might have spoken to him as I was anxious, and so was he, that Mr. Horter should get a discharge from his liabilities,

Question. Question repeated.

I might have spoken to him, but I do not remember when.

Question. Question repeated.

I might have spoken to him, but I do not remember when, and I can't say that I did speak to him.

Mr. Dudley adds—

My question is whether you remember to have spoken to him last summer or last winter; and repeats the question, stating that the question requires only a yea or nay.

Witness says:

I cannot answer with yea or nay, because I can't remember. I know those things were spoken of, but whether with Mr. Bosbyshell or not, I can't remember

Question. What right had you, if they belonged to Mr. Davis, to offer them to Mr. Horter or Mr. Horter's creditors?

I presumed Mr. Davis was a merchant, and would be willing to take value for any thing he had a claim to.

Question. Was Mr. Myers present on the 20th, at the time of the settlement at Mr. Guillou's office?

(Objected to.)

He was at one time, whether on the 20th, I can't say; I don't know that he was there on the 20th; my impression is, he was there before.

In chief.

I have never seen this note, (Exhibit W3,) from the time it was

given till it was produced here on Saturday last in examination.

Question. What was your understanding of the complaint or disease, under which Mr. Joyce was suffering, while at your house?

I said that he was evidently out of his mind.

The witness here desires to explain several things in his testimony, as taken down above by the Master.

I say in page 555, that I have not spoken to Horter for a year; I mean to say, that I remember having seen very little of him for about a year; I saw him at the time my mother-in-law was sick.

In regard to saying that I did not threaten Lanning personally with a law suit, I mean to say that I have no recollection of doing so.

(Signed) DAVID C. URQUHART.

Sworn and subscribed before me, this 13th day of July, 1857.
C. P. STRATTON,
M. C. C.

The complainants offer in evidence, an exemplified copy of a judgment in the district court of the city and county of Philadelphia, of Wm. R. Gries & Co. against Isaac Marter and Emerson Marter, (marked Exhibit No. 97, of complainants.)

Also, a judgment in the same court, of Wm. R. Gries vs. the same (marked Exhibit No. 98, of complainants.)

Both of the above Exhibits objected to.

Adjourned to Wednesday, July 15th, ten o'clock, A. M.

Wednesday, July 15th, ten o'clock, A. M.

Examination continued pursuant to adjournment.

Ellis Pilling, a witness called on the part of complainants, alleging himself, &c. being duly affirmed, saith:

Witness being shown Exhibit G3, of defendants, says:

I remember the execution of the paper of which this is a copy. I remember Mr. Urquhart and Mr. Murphy signing their names as witnesses to this paper. At the time Mr. Urquhart signed this as a witnest, it was not read over, or the contents made known to him; I know Henry M. Day, James S. Gibbon, Abram H. Capper, George Stockham and James Lanning. I believe I know all of them. Mr. Stockham acted for a man named Patton in a suit against me. The suit was brought for endorsement of Urquhart's note by me, for over a thousand dollars. Mr. Urquhart purchased of Patton lumber for this note. At the maturity of the note, Urquhart requested me not to pay it, as he had not received all the lumber. My indorsement was not protested. I was not the drawer of the note. This is the only relation between myself and Mr. Stockham. Mr. Day had a suit against me for $90, an alleged claim of Mr. Beare's. Since that he has been bitter against me. Mr. Gibbon was a witness against me in an attachment suit brought by Charles Payne & Co. of New York. No personal hostility grew out of this, that I know of. Mr. Capper

I have known three or four years. He has collected funds for me; I did not know he had any thing against me till he swore against me here. I have never had any dealings with Mr. Lanning that I remember. Urquhart and Lanning have had difficulty; something about the fixtures of a store, which Mr. Urquhart sold to Lanning. Mr. Capper has had difficulty with Mr. Urquhart too. I believe Mr. Urquhart owes Mr. Day two hundred and odd dollars also. On the day that Day came over here as a witness, Day and Gibbon came to Jones's alley to see Mr. Urquhart; I saw Mr. Day in conversation with Mr. Urquhart. Mr. Gibbon standing a piece off.

Mr. Stockham's place of business is in Kensington, a mile and a half from me, I think. His residence is there too, I presume; so far as I know he has never lived, or had his place of business in my neighborhood. Mr. Capper is a clerk in an umbrella store in Market street below Third, on the south side; that is about a block and a half from my store. I do not know where his place of residence is. Mr. Day is in Chesnut street, below Fourth, on the north side. He is a clerk in the employ of Fisher, Robinson & Co. that is the name of the firm, I think; he is agent of the New York house; I do not know where his residence is; Mr. Gibbon's place of businesr, I think is in Chesnut street, between Second and Third; I do not know anything about his place of residence; the place of business of Mr. Lanning is Bank street; this is between Market and Chesnut, and between Second and Third; this is about two blocks from my store; his place of residence is in Second street, by Green, I think.

(The whole of the above testimony objected to and cross-examination made subject.)

Cross-examined.

The paper of which G3, is a copy; was executed at No. 9, Jones's alley; I do not recollect who drew the paper; at the time it was signed, there might have been other persons present than Mr. Murphy and Mr. Urquhart; I remember its being drawn and made; I think the paper was drawn by me; it sounds like me; if I had the original I could tell; Capper collected for me a large amount of bills receivable that I had; I can't remember the amount; I could tell to a penny if I had my book here.

Question. To about what amount, Mr. Pilling?

I don't remember; I gave him a large amount, several thousand dollars to collect; but I don't remember to what amount.

Question. As near as you can remember, tell about the amount of paper that you gave him to collect, and the amount collected?

I have Mr. Cappers's receipt; if I had that here I could tell exactly; I think I gave him to collect forty-seven hundred and odd dollars; I have no memory as to the amount collected; he remitted to me at different times as he collected; I remember the forty-seven hundred dollars, from the fact that I have his receipt.

Question. Do you recollect ever giving him any other than this one amount?

I don't know; I may have given him other amounts; if I did, I hold his receipt.

Question. Was this paper, (these bills receivable,) any part of Parton, Horter & Co's assets?

I should say no Sir; they had been hypotbecated with me as collaterals by various parties, Some by Mr. Urquhart, and some by others; I never had any transactions with Parton, Horter & Co.

Question. Were they not bills receivable that had belonged to the firm of Parton, Horter & Co?

I think some of them were endorsed by Parton, Horter & Co.

Question. Did Capper collect for you any bills receivable, except what had belonged to Parton, Horter & Co?

He received from me a mixed batch of papers, some of which were endorsed by Parton, Horter & Co; some by Urquhart, and some by others; I cannot say which he collected, and which he did not; I can't say what amount he collected.

Question. Do you recollect his having any more than the forty-seven hundred and odd dollars?

I do not recollect.

Question. Do you know how much of this paper belonged to Parton, Horter & Co?

I do not know that any part of it did belong or had belonged to Parton, Horter & Co. I had no transactions with Parton, Horter & Co. Their endorsement was on some of the papers.

Question. Who was the attachment against in the case of Charles Payne & Co?

The debt was owed by Mr. Urquhart; the attachment was issued against me as garnishee for funds in my hands; I will state exactly how the thing was; after I had settled with Urquhart and the parties, and the paper had been handed over to Mr. Guillou, I called upon Furness, Brinsley & Co. and got them to lay an attachment in my hands. The attachment was laid, and the case brought to trial; a verdict was brought against me for $2,000; Mr. Payne's attachment was in his own name; it was after I settled that I done this; that judgment has not been paid?

Question. Why has it not been paid?

I have not paid it, under the advice of my counsel; it will probably go to the supreme court; Mr. Guillou is my counsel, though I do not always employ the same; he is my standing counsel; in this case Mr. Guillou is my counsel; I do not remember when this attachment was laid; it was some days after the settlement with Urquhart,

Question. Have you any property on which this amount could be made?

I decline answering; I should not tell you, any how; it is none of your business.

Question. How came Mr. Payne to lay that attachment?

I called on Furness, Brinsley & Co. and told them to lay it; Mr. Montgomery, Payne's counsel, understands the whole of it.

Question. Which of the firm of Furness, Brinsley & Co. did you see?

I saw Mr. Furness; I saw Mr. Brinsley, and I saw Mr. Ash, I think.

Question. Did you tell them, or either of them on that occasion, that you had property of Mr. Urquhart's in your hands?

I stated, lay the attachment; there will be nothing lost by so doing; see Mr. Montgomery; I had nothing of Mr. Urquhart's in my hands; it was all delivered over to Mr. Guillou.

Question. Question repeated.

I have explained every thing as near as I can remember.

Question. Did you not tell them then, or one of them, that you had property of Mr. Urquhart's in your hands?

I answer no; I explained to them that the papers had been delivered to Mr. Guillou, and that might probably prevent their passing.

Question. When was this attachment tried?

I do not remember; I remember it was tried, and the verdict was against me.

Question. Was there a motion for new trial, and was that denied?

I think Mr. Guillou did make a motion for a new trial; I think the new trial was refused; the matter was left in the hands of Mr. Guillou; and he was speaking of taking the case to the supreme court.

Question. Do you pretend to hold any real estate in your own name in the city of Philadelphia?

It is none of your business; if you ask me gentlemanly questions I will answer you gentlemanly; if you ask me blackguard questions, I will answer them as a blackguard.

Mr. Dudley states that he has no desire to ruffle the temper of the witness, that the witness has stated in his previous question, that he did a large business, and had an extensive credit; and he now asks this question to show that the witness does not own any real estate in his own name, and has the

Question repeated.

The witness refuses to answer, and says that it is an improper and impertinent question, and has nothing to do with the case.

Mr. Dudley says the question is a proper and pertinent one, and goes to show the credibility of the witness: and insists that the witness shall answer the question.

The witness diputes the right to ask the question, and refuses to answer. The witness says he is competent and able to pay in cash any just claim against him.

Question. Was Mr. Urquhart examined in this attachment suit as a witness for you?

He was. I subpœnaed him.

Question. Did he not swear on that occasion that he never had any property or money in your hands?

No, and you know he didn't. He swore to the contrary, that he had large amounts in my hands. If Mr. Guillou had taken the stand, the verdict would have been the other way about.

He was on the eve of doing it. It is my opinion it would have been the other way.

Question. Was there another attachment laid against you or Mr. Urquhart by Melyss & Ayres?

There was an attachment laid by Melyss & Ayres for a debt of Gries & Co. It was laid against me, Myers & Claghorn and Urquhart. I was made a garnishee in the case.

Question. Was there not an attachment issued in the name of Melyss & Ayres, about the same time of the attachment of Charles Payne & Co. against Urquhart, and were you not made a garnishee in that case?

I don't remember. There were two or three attachments issued.

Question. Did you not request Mr. Gibbon to have an attachment issued in the name of Melyss & Ayres, against Mr. Urquhart, and attach money or property in your hands belonging to Urquhart?

He has sworn that I did. I swear that I did not. This is the same Gibbon who impeached me here.

Question. Do you now remember that there was such an attachment?

I answer, there were several attachments. There might have been this attachment. I do not remember the names.

Question. Did you not state on the day or about the day that attachment was laid by Mr. Gibbon, that you had property or money of Mr. Urquhart's in your hands?

I did not.

Question. Was it not at your instance that both these attachments were issued against Mr. Urquhart, and you made a garnishee in the cases?

Mr. Brinsley's for Mr. Payne, at my request. The other one I knew nothing of. It was served upon me. It was not at my instance. Mr. Gibbon swore it was issued at my request, but I still say it was not. The only parties sworn were Mr. Urquhart and Gibbon. There was only one case tried. There have been no other attachments taken out as above, tried, except this one. George Pearce's case has never been tried. I understand he has withdrawn.

In chief.

The witness being shown a paper (heretofore marked Exhibit C, of defendants,) is asked:

(Mr. Dudley objects to an examination of the witness on this exhibit, on the ground that he has been fully examined on it, in his previous examination; and also to the re-opening of the examination in chief.

Question. I understood Mr. Myers to say, that at the date of this receipt, the four notes mentioned in it, were a renewal of those four notes originally given for the $10,000 loan to Mr. Urquhart; will you state why they were or were not renewals?

This is an entirely distinct operation from the first. When I negotiated the loan for Mr. Urquhart, with Myers, Claghorn & Co. there were eight thousand, seven hundred and ninety-seven dollars deposited with Myers, Claghorn & Co. in bills receivable.

In this receipt (C) there is a ground rent of $1000, a mortgage of Cater's for $5000, a mortgage of Urquhart's on the brickyard for $5000, and the Bloomfield mortgage. These were held also for other indebtedness of mine to them. This receipt reads, have delivered to them the following securities. If they had them already, they would not have used the words "have delivered." I paid them $250 cash, on this operation.

(The whole of the above objected to, as illegal, and no proper rebutting testimony, and cross-examination made subject thereto.)

Question. Had you not the same paper (Exhibit C,) in your hands during your previous examination?

I think I had. The original had not then been produced.

Question. Were you here when the original was produced?

I do not remember. I do not remember to have seen it since my first examination here in this case.

Question. For whose accommodation were these notes issued, mentioned in this receipt (Exhibit C.)

My receipt says for my accommodation. It was as much for Mr. Myers' accommodation as my own. He made the most money. The notes mentioned there were discounted. I put the money in bank.

Question. Did you advance the money you received on these notes to Mr. Urquhart?

I can't tell. There might have been a thousand ways in which I disbursed that money.

Question. Do you recollect giving that money, or any part of it to Mr. Urquhart?

Do not recollect of his getting any of that money.

(Signed) E. PILLING.

Affirmed and subscribed before me, this 15th day of July, A. D. 1857.

C. P. STRATTON,
M. C. C.

The complainants here close the evidence on their part, having no further testimony to offer in the case, except that they expect to apply for a commission to examine Francis Lee, who declines to appear before the Master.

Adjourned to July 16th, ten o'clock A. M.

July 16th, ten o'clock A. M.

Attended by the parties, pursuant to last adjournment. Mr. Voorhees and Mr. Dudley present.

Opening of sur-rebutting testimony, on the part of defendants.

Jedediah S. Green, a witness called on the part of defendants, being duly sworn, saith:

I was one of the firm of Price & Green. Our business was fancy dry goods. Our place was 27 Bank street, Philadelphia. The firm is dissolved. The firm was dissolved last August, or latter part of July. Mr. Price is now in the Lunatic Asylum up Jersey, near Trenton. Our firm had some little dealings with Ellis Pilling. I know J. Hudson Crooker.

Question What has been the character and standing of Ellis Pilling in your firm for the last two years?

Not very good.

(Objected to.)

Question. Did he come up to his engagements and promises with your firm? Has he, during the last two years?

No Sir.

(Objected to.)

Question. Did you ever hear your partner, Mr. Price, say he was a straightforward man?

Not that I recollect of.

(Objected to.)

I suppose I have known Ellis Pilling seven or eight years. During that period I have resided in the city of Philadelphia, and I rather think he has, though I am not sure. I have been in the mercantile business in Philadelphia for the last nine years.

Question. What is Mr. Pilling's reputation for truth and veracity?

(Objected to.)

As far as I have had dealings with him he did not come out as he said he should.

Question. Is his character for truth and veracity good or bad?

(Objected to.)

I can't say that it is very good.

(All the above testimony objected to, and cross-examination made subject thereto.)

Cross-examined.

I reside at No. 258 South 10th street. My place of business now, is at my house. During the nine years I was in business, my place was all the time in Bank street; part of the time at 42 and part at 27. I have never had any difficulty with Mr. Pilling. He verbally guaranteed a debt for us. We had not his name to the paper.

In Chief.

He (Mr. Pilling) did not pay that guarantee. I do not know exactly how long since he made this guarantee. I should think about four years. We never paid him any consideration for this guarantee.

(Signed) JEDEDIAH S. GREEN.

Sworn and subscribed before me, this 16th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Thomas Joyce, a witness produced on the part of defendants, being duly sworn, saith:

I know David C. Urquhart, who is present here in the room. I have known him several years. I suppose as many as seventeen or eighteen.

I was at Bloomfield, his place, in 1855, the latter part of July or first of August. I think I was there in the neighborhood of a week. While I was there I arranged some papers and books for him. I arranged a small room full of books. I was nearly a whole day at it. I assorted and put them in order. I did this at Mr. Urquhart's request. The books and papers which I arranged

and assorted were several sets. There were Wm. R. Gries & Co's, Parton, Horter & Co's. and Urquhart and Co's. I was pretty nearly one day at it. There were a good many papers. I assorted them out.

Question. Had you any talk while there, with Mr. Urquhart, about the mortgage that was on Bloomfield farm.

(Objected to.)

Yes, frequently.

Question. Did he tell you the amount of it?

He spoke of mortgages. He said there was one of $10,000, held by Myers, Claghorn & Co.

Question. What did he say that mortgage was given for?

(Objected to.)

For money got of them for the purpose of putting in Parton, Horter & Co's concern. He said Pilling got the money, and gave his notes, He said the notes were renewed. I don't know how many times. I think he said two or three times. I understood him that this mortgage, with other securities was given to secure these notes. I mean the mortgage of ten thousand dollars. I think he said the notes were renewed two or three times, to the best of my recollection. He was very anxious to pay this mortgage at the time I was there. He spoke of getting up a sporting club from whom he was going to get the money to pay this indebtedness, by a sale to them. He expected to get up a club of twenty-six, who were to pay $1000 each. They were ready to pay $500 each as soon as the matter with Pilling was settled. Out of this money he expected to pay Myers, Claghorn & Co. this mortgage of $10,000. He was afraid his place was going to be sold. He appeared to be in great trouble about it. He spoke about a couple of mortgages on Kensington property being in Myers, Claghorn & Co's hands. He said these mortgages belonged to E. M. Davis & Co. He said that Pilling had robbed him of nearly all he had, and that he was trying to get hold of these other mortgages, and that they belonged to E. M. Davis & Co. They had advanced money upon them, and that he wanted them to have them. He said that in case he could not raise the money from these subscribers, or in case they hurried him so that he could not perfect his arrangements, he was going to get E. M. Davis & Co. to pay the mortgage. He said they were to hold it as security, and stand in the same place as Myers, Claghorn & Co. He expected soon to raise the money, and pay it all off. I understood that if E. M. Davis & Co. advanced the money to Myers, Claghorn & Co. on the mortgage, they were to hold the mortgage as security for the money advanced. This was my understanding in case he failed to get up his club; that he was going to try and get them to do this. He was then trying to get a charter for a race-course on his place.

Question. Do you say he was trying, or talking about trying to get a charter for a race-course?

He was trying, or I can say he was talking about trying.

(Question objected to as leading.)

Question. You have stated that Mr. Urquhart told you he was going to get up a club, what did he say about it?

He said as I told you before, there was a club of sporting men, who wanted to use the farm as a race-course, and that he expected to get $26,000 for it. During the time I was at his place, Mr. Urquhart came into town every day except Sunday.

(All the above examination objected to, and cross-examination made subject thereto.)

(Not proper sur-rebutting testimony.)

Cross-examined.

I went out to Bloomfield in 1855, when I was there, with Mr. Urquhart in his wagon. I did not look over the books of Washington Horter & Co. while I was there. I did not look into them. I merely saw their names in arranging the papers. I cannot say positively I remember the circumstance of my going out there. I can't remember whether I went out with Mr. Urquhart or not. I am under the impression I did. He invited me at the Madison House to go out with him, and I think I did. It occurs to me I was out there twice. I went out there once in a wagon hired in Camden. But this time I think I went with Mr. Urquhart. He insisted upon my going out with him. I was not very well. Mr. Urquhart showed a very friendly feeling at that time towards me. To tell the truth, the matter with me at that time was that I was sick and weak from the effects of excessive drinking. Since I was there, I have spoken to Mr. Burton and Mr. Dudley about my conversation with Mr. Urquhart. I spoke to Mr. Burton about it this morning; I spoke to Mr. Dudley about it this morning for the first time. I do not recollect that I have ever spoken to anybody else about it. It was at Mr. Dudley's office that I spoke to him. I made no note or memorandum of the conversation at the time. I have no way of recalling it at this time, except by memory. Mr. Urquhart and Mr. Pilling had a difficulty existing between them at this time. They had quarrelled, and stood in the position of enemies.

The money advanced on the Kensington mortgages was to Mr. Urquhart. I understood from him, that E. M. Davis & Co. had advanted to him the amount of the Kensington mortgages. What the amount was, I can't say.

In Chief.

I understand Mr. Urquhart to say that the advance on the Kensington mortgages by E. M. Davis & Co. was in money; he said he owed E. M. Davis & Co. but did not specify on what business it was, and said that they would not lose a cent by him; I drank a little while at Mr. Urquhart's; I drank a little for the first few days. I had made up my mind to quit drinking, and did not like to stop short off, for fear of my being laid up; I did not drink enough while there to become intoxicated; the last days I was there, I did not drink any thing at all except water; when Mr. Urquhart called at the Madison House I was writing a letter; I do not know of being out of my mind while at Mr. Urquhart's; I was sound as I am now; I felt bad and sick, but I knew what I was doing. My recollection of the conversation, so far as I have stated, is perfectly clear; I was talking with him every day; there is much I do not

remember; I felt an interest in his affairs; I desired to see him come out straight, and I do so now.

(Signed) THOMAS JOYCE.

Sworn and subscribed before me, this 16th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Adjourned to three o'clock, P. M.

Three o'clock, P. M.—Examination continued pursuant to adjournment.

Alfred R. Potter, a witness called on the part of defendants, being duly sworn, saith:

I live in the city of Philadelphia, and am a clerk in the employ of Myers, Claghorn & Co. I am entry-clerk, and general assistant in the counting-room.

Being shown Exhibit C, says:

This is a copy of the original receipt made by me; it is a true copy of the original receipt made by me which I now hold in my hand; it is in my handwriting; it is on the same sheet of paper with the original receipt of January 14th, 1854, of which Exhibit E is a true copy; these matters are outside my business; the first receipt is in the handwriting of Mr. Claghorn; the transaction of July 13th, is a renewal of the same transaction of January 14th, 1854; I consider it so, and believed it so at the time; I copied the one receipt from the other, with the exception of the additional securities; both receipts are now on the same piece of paper, and have never been torn apart; I am merely a clerk in the employ of Myers, Claghorn & Co. This renewal was for the accommodation of Mr. Pilling; I mean the renewal of July 13th.

(The above testimony objected to, and cross-examination made subject.)

Cross-examined.

I have been in the house of Myers, Claghorn & Co. twelve years. I have been entry-clerk nearly all that time; I have been in the counting room all that time; I don't know any thing about the first transaction of January 14th; those things are usually arranged by Mr. Myers and Mr. Claghorn; they give us instructions; you ask me what is a renewal? Our plan is usually to issue notes, and receive from the parties who wish the accommodation, their notes dated and coming due from three to five days previous to our own; if they wish the transaction renewed, we again issue notes, on which the parties obtain money and take up the original notes; we always demand additional security if we are not satisfied with that which we have; this is customary; I do not know that the notes mentioned in the receipt of July 13th, were used to pay the notes mentioned in the receipt of January 14th.

Being shown Exhibit (heretofore marked No. 19,) witness says:

This is my handwriting; I do not know who was present when

this receipt was written; I presume Mr. Claghorn; I do not remember making the alteration in reference to the mortgage of Cater, nor at whose suggestion it was made.

In Chief.

These negotiations and transactions concerning loans are always in Mr. Myers' and Mr. Claghorn's department; I understood when the receipt of July 13th was written, was that it was a renewal of the transaction of January 14th; it was my understanding that these notes of July 13th, were to be discounted, to take up the others, as it was a renewal.

(The above testimony objected to.)

We have been in the habit of writing receipts in cases of renewals, as these are written; it is now the custom of the house to put in the word "renewal" on the renewal of a transaction. I do not know how long this has been the custom. I have no recollection of this transaction, and no knowledge of it, except what I derive from these receipts, and our usual course of doing business.

(Signed) ALFRED R. POTTER.

Sworn and subscribed before me, this 16th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Henry Lewis, Jr. a witness called on the part of defendants, being duly sworn, saith:

I live in Philadelphia, and have lived there eighteen years; I am one of the firm of Lewis, Brothers & Co. We are importers of silk goods at No. 238, Chesnut street. I know Ellis Pilling, but not very well. I have known of him five years The first conversation I ever had with him, was about two years since; I have known him by repute about five years; I know David C. Urquhart, who sits here in the room; I should think I had known him eight or nine years; when I first knew him, he did business in Market street, between Second and Third. I do not know how long he did business there; I think he closed his jobbing business in Market street; it is my impression he was afterwards in Jones's alley; I have known him ever since he was in Market street; I went to Myers & Claghorn's at Pilling's request to see some goods of Parton, Horter & Co's; I think Urquhart was there; I am not sure; I know Harry Parton; I had a conversation with him some weeks ago about this suit; he congratulated me upon my probability of getting some lots in Kensington, formerly the property of Wm. R. Gries & Co. saying if this suit went for the plaintiff, that property would, in his opinion, come to me; I understood it was property that had been passed by some of these parties, to E. M. Davis & Co. I should think the character of Mr. Pilling for truth and veracity was bad; and I should think Mr. Urquhart's had been bad since he left Market street; I should think it was about seven years since Mr. Urquhart left Market street.

Question. Have not Mr. Pilling and Mr. Urquhart had the reputation of working together pretty nearly ever since that time ?

(Objected to.)

I believe they have, excepting a dispute they once had.

(The above testimony all objected to, and cross-examination waived.)

(Signed) HENRY LE WIS, JR.

Sworn and subscribed before me, this 16th day of July, A. D. 1857, C. P. STRATTON, M. C. C.

Thomas G. Rowand, a witness called on the part of defendants, being duly sworn, saith :

I am a medical doctor, and keep a drug store in the city of Camden, and usually go by the name of Dr. Rowand the younger ; I remember Thomas B. Atkinson and David C. Urquhart being in my store several times ; I can't say as regards the date when they were there. I mean David C. Urquhart, who is present here ; I know him.

Question. Do you recollect Mr. Atkinson saying on the Saturday night previous to his obtaining his seat in the legislature, to Mr. Urquhart, that he was determined to see the Bloomfield bill through, and that if he did not get his seat, he would stay in Trenton and lobby for it, or words to that effect ? or did you hear him say this at any other time ?

(Objected to.)

I do not remember him using any language of that kind ; I have heard him speak favorably of the bill, and say he would vote for it.

Question. Did you ever hear him pledge himself to Mr. Urquhart to go for this bill ?

Objected to.

I have heard him say he would go for the bill ; I heard him say the bill was afterwards so changed he would not go for it ; I hardly know how to answer the question, whether it was a direct pledge or not ; I should consider it a pledge at all events.

(The above testimony all objected to, and cross-examination waived.)

(Signed) THOMAS G. ROWAND, M. D.

Sworn and subscribed before me, this 16th day of July, A. D. 1857. C. P. STRATTON, M. C. C.

Adjourned to July 17th, ten o'clock A. M.

July 17th, ten o'clock, A. M.

Solicitors appeared. Defendants not being prepared with witnesses, adjourned to three o'clock, P. M.

Three o'clock, P. M.—Solicitors appeared. Defendants not being ready to proceed, examination adjourned to Monday next, July 20th, at ten A. M.

July 20th, ten o'clock, A. M.

Attended by Solicitors, pursuant to adjournment. Examination continued on the part of defendants.

Henry M. Day, a witness called on the part of defendants, being duly sworn, saith:

(The examination of this witness objected to.)

I was examined here before in this cause; I have called at Mr. Urquhart's place since my last examination; Mr. Urquhart is now present in this room; on the same day I was examined here before, about twelve o'clock, after I had been examined, on leaving here, Mr. James L. Gibbon, who was examined the same morning, left with me; we went over together; I made the remark on the ferry, that I would call and see if I could get the $220 of Mr. Urquhart that he owed me; we were not far from his place; this remark was made on the boat going over; we found Mr. Urquhart out; as we were about leaving, Mr. Gibbon and myself, we saw Mr. Urquhart coming up from Front street; I then made the remark, "How about that $220," that I wanted "some money." This was said loud, so that Mr. Gibbon could hear at the side of me at the time; Mr. Urquhart then walked away, and I followed him one side, he beckoning me to do so, with his finger; I asked him; he said he could not pay me then; if he would make arrangements to pay me $10 a month till paid; that he also would not comply with, or would not enter into; the conversation was then changed, and I made the remark that I had been called over in Jersey; he replying at the time, "all you have to do, is to tell the truth." I answered, "You may depend upon that;" Mr. Gibbon and I then left together, and I have not seen him (Urquhart) since, till this morning for the purpose of getting this borrowed money; it was after I had been over here and been examined this time when I called; I saw Mr. Gibbon that day for the first time in this office. While I was being examined, he came in; I never had any suit against Mr. Pilling, not in my own name, Sir; I attended to one for Mr. Wm, H. Beare of Philadelphia. During his absence in Europe, I acted for him by power of attorney from him; that suit was against R. W. Pilling; Ellis Pilling was the bail-piece; the security; my present business is that of agent for Fisher & Robinson, importers of lace goods; I am Philadelphia agent; the heads of this house are in London and Nottingham, England; there are three agencies in the United States, at Boston, New York and Philadelphia; I am the agent for Philadelphia; the Philadelphia and Boston agencies are governed somewhat by that of New York; I have the entire charge of the business in Philadelphia.

(The whole of the above examination objected to, and cross-examination made subject,)

Cross-examined.

My place of business is No. 325, Chesnut street, and my residence is 1804, Wood street; at the interview between Mr. Urquhart and myself, nobody was present besides Mr. Gibbon, except a man who stood in the door of Mr. Urquhart's store, named McKenzie, a brother-in-law of Mr. Urquhart's; just as I was leaving, Ellis Pilling came out; I think I had left Mr. Urquhart. No one was so near as to be able to hear the conversation between Mr. Urquhart and myself. I do not know of any thing I have omitted in the conversation; so far as my memory serves me, I have recounted every thing; I made no memorandum of that conversation; I don't know that I have mentioned this conversation to any body since; I may have said something relative to it, to Mr. Gibbon and to Mr. Lanning; I think I have recounted the whole of this conversation to Mr. Lanning and Mr. Gibbon; I have been agent for Fisher & Robinson; had charge of their business since 1846, eleven years ago, if I remember rightly; I was in their employ as salesman two years before in New York; I have control of their business in Philadelphia; I sell goods, employ the clerks and have charge of them; and all money matters, bank accounts, &c. are in my name; I do not sign or endorse notes or checks in the name of the firm; I make returns of my business to New York and to Europe; I return to New York, and from there they are sent to Europe; distinct books are kept in Philadelphia and New York.

Question. Is Mr. Urquhart a debtor of that concern?

No, Sir; I don't consider that he is; he was a debtor of that concern; he is not now in my mind; the balance of the claim was between $900 and $1000; I accepted five lots in the Bloomfield Association, for the debt held against him by Fisher & Robinson, in settlement of that debt, the deed of which was made out in my name, and is recorded in your office here; I consider that while we hold the ground it is paid; David C. Urquhart owes me individually, $220; it was in reference to this that I called at Jones' alley; I asked him at that time to pay me in instalments of $10 a month; I spoke to him about coming, or having been over the river; I said I had been called upon to go over in Jersey, but did not tell him that I had been; I had been previous; I think I did urge him to pay me the $10 a month. I don't remember that I held out any persuasion to him.

In chief.

Question. Have you ever had any talk with S. A. Cochrane & Co. about Urquhart's indebtedness to them?

(Objected to.)

Yes; with John Cochrane, one of the members of the firm; I can't tell when this was; it was some three or four years ago; this was before I had my deed from Mr. Urquhart recorded, but after I accepted it, if I remember rightly; I called upon (at the request of Mr. Urquhart,) several of his creditors in New York, to get them to accept these lots, and among others John Cochrane. I can't say what took place; I know that Jno. Cochrane was willing to take them; I think he was at the time.

(All this examination objected to.)

I do not know whether Cochrane accepted any deed. I think John Cochrane was the junior member of the firm. He must have been about 23 or 24 years old when I called upon him. I do not think the firm was composed of S. A. Cochrane and J. W. Cochrane, the father of John Cochrane. I do not know anything about that.

In Chief.

Question. The money being deposited in your own name, in Philadelphia, you had no occasion to draw checks in the name of Fisher & Robinson, have you?

No, Sir. The firm of Fisher & Robinson do not issue notes in this country. I never saw one.

Whenever they receive notes payable to to their order, they are endorsed by the agent in New York.

(Signed) HENRY M. DAY.

Sworn and subscribed before me, this 16th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

James S. Gibbon, a witness called on the part of defendants, being duly sworn, saith:

I am a member of the firm of Cottinger, Boyd and Gibbon. Our number is 240 Chesnut street; this is our new number. We are importers of French goods; French dry goods. I called with Mr. Day at Mr. Urquhart's place on the day I was examined here before. I met Mr. Day in this office. We left here together, and on board the boat Mr. Day remarked that Urquhart had owed him some money for some time past, and proposed that we should stop there on our way up. We called at the store. Mr. Day entered first and enquired for Mr. Urquhart. He was not there. As we reached the pavement, we saw Mr. Urquhart coming up Jones' allley, from Front street. Mr. Day advanced towards him and I followed; Mr. Day saying in a loud voice when will you pay me that money? Or some dunning remark of that character. Mr. Urquhart muttered something, and drew him one side, leaving me about ten or twelve feet off. I heard nothing further. This was about noon of that day, and after we had both been examined here in this case.

I caused an attachment to be issued against Mr. Urquhart on the other side of the river, in the case of Melyss & Ayres. It was to attach funds of David C. Urquhart in the hands of Mr. Pilling. This was in September, 1855. I believe it was the same day of the dedication of the Masonic Temple, on Chesnut street. I think the 26th of September. Before this attachment was issued, on the same morning of the day it was issued, I had a conversation with Ellis Pilling. It was in reference to taking out this attachment against Mr. Urquhart.

Question. On that occasion, what did he state to you in reference to having property or money in his hands belonging to D. C. Urquhart?

(Objected to.)

He told me to hurry up to court and get out an attachment, holding in his hands at the same time, two other attachments against Mr. Urquhart, remarking that if we got our attachment in time, so that it would be the third (by "ours" I mean that of Melyss & Ayres) that he had money enough in his hands to cover these three attachments, and more besides. We did so; got out our attachment, which was issued about half past ten the same morning, feeling satisfied from what Pilling had said, that our debt was secured.

Question. Do you recollect whose those other attachments were that he held in his hand?

(Objected to.)

Charles Payne & Co. and George Pearce & Co. Charles Payne & Co's attachment was tried. Mr. Pilling disputed it, and there was a verdict against him (Pilling.) David C. Urquhart was examined in that case, as a witness for Mr. Pilling. I was present at the trial. The defence of Mr. Pilling was, that he had no money belonging to Mr. Urquhart in his hands at the time the attachment was laid. Mr. Urquhart testified that Mr. Pilling had no money of his in his hands, at that time, in September, 1855, when Mr. Pilling said he had. Mr. Urquhart was called in this case as a witness for Mr. Pilling.

(The whole of the above testimony objected to, and cross-examination made subject. The examination of this witness objected to before the examination commenced.)

Cross-examined.

I reside at No. 1624 Chesnut street, Philadelphia. I have been a member of the firm of Cottinger, Boyd & Gibbon since its organization eighteen months ago. There was only this attachment suit tried against Mr. Pilling as garnishee, that I know of. I mean the one of Payne, mentioned above.

Question. What did Mr. Pilling state to you, at the time of issuing this attachment?

I went into his office in company with David Tweedie, of New York. I said I had a telegraphic despatch from New York, to attach funds in his hands, belonging to David C. Urquhart. He then picked up these two attachments of Payne and Pearce, and remarked that if we hurried up and got our attachment out, he had enough in his hands to cover it. He said he had enough at that present time and more besides. That was all that was said, for we were in a hurry. I do not recollect any other conversation. I do not think I made any memorandum of the conversation at the time. I went right to the attorney's office and repeated what had been said, and the attorney went with us to the sheriff's office. That attorney was Theodore Cuyler. Mr. Cuyler did not see Mr. Pilling that I know of. We went to Mr. Pilling's office at the request of Mr. Cuyler. The attachment of Melyss & Ayres has never been pursued. Nothing further has been done, except issuing the writ and making the return that I know of, and I should know about it if any thing was done.

In Chief.

My business before I went into the firm of Cottinger, Boyd &

Gibbon was the same as it is now. I constiuted one of the firm of Lewis, Brothers & Co.

Question. Why has not this attachment been pursued against Mr. Pilling?

(Objected to.)

That I can't say. It would have been pursued if I had advised it, or I think it would.

Question. Why have you not advised it?

(Objected to.)

The termination of the suit of Charles Payne & Co. was so slim of getting the money that I did not think it worth while. We attached funds in the hands of Ellis Pilling, on his positive assurance that he had money in his hands. At the termination of eighteen months or two years, the suit of Charles Payne was commenced against Ellis Pilling, and he brings as a witness the very party against whom he was arrayed two years previous. I mean at the end of eighteen months or two years the suit was tried, not commenced.

(This re-examination objected to.)

(Signed) JAMES S. GIBBON.

Sworn and subscribed before me, this 20th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Adjourned to three o'clock P. M.

Three o'clock P. M.—Examination resumed.

William P. Tatem, a witness called on the part of the defendants, alleging himself, &c. and being duly affirmed, saith:

(The examination of this witness objected to, he having been examined previously, and there being no order of defendants, to re-examine him.)

I sold Bloomfield under the common law executions, October 10th, 1855.

Question. By whose direction did you advertise and sell that property?

Thomas H. Dudley's. He was the attorney on the executions for Lee, for Smythe, and for Blakiston Cox. David C. Urquhart did not to my recollection, direct me to sell the property. I think he did not.

Question. Did you state to Mr. Carrall (David W. Carrall) that Mr. Burton had paid your costs or expenses?

Never, to my knowledge. I think not.

Being shown a rough diagram of the bar-room at English's hotel, (marked by defendants X3 of Exhibits) says:

This seems like a diagram of the bar-room at English's. I assisted Mr. Dudley in making this diagram. No. 1 on the diagram represents the stove. No. 3 represents the desk where I stood when I read the conditions of sale, and the boundaries of properties. No. 4 represents about where the crier stood. At the time of announcing the incumbrances, Mr. Urquhart stood

about or near the place marked No. 5. At or about the time we commenced selling, Mr. Dudley stood at or near the place marked No. 2 in the diagram, with his back towards the bar. I do not recollect where Mr. Wharton stood. The enclosed place marked No, 6, is meant to represent the bar. My impression is that Mr. Urquhart, at the time of announcing the incumbrances, stood looking in the direction indicated by the line or mark going from No. 5 towards the corner of the room facing the bar.

(The above testimony all objected to, and cross-examination made subject thereto.)

Cross-examined.

I think Mr. Urquhart was but a few feet from the crier when he announced these incumbrances, rather with his side towards him. Urquhart stood near the middle of the room. I saw Mr. Wharton prior to the sale, and after, when he signed the conditions. I think I saw Graham Clarke at the sale. I cannot tell the position he stood in while the property was selling, but I think he stood near the desk while Mr. Wharton was signing the conditions. I saw Mr. Dudley at the place indicated by No. 2, about the time we began selling, and while Mr. Urquhart announced the incumbrances on the first piece of property. I am not prepared to say that he stood there during the whole sale. Mr. Urquhart took an active part in the sale that day. I mean by an active part announcing the incumbrances, and by having somewhat charge and control of the sale, by the consent of friends who were there. The purchaser of the property, Mr. Wharton, was one of those friends.

Question Did Mr. Urquhart tell you how or for whom the property was purchased at that time?

(Objected to, because no proper cross-examination, and also because what Mr. Urquhart told witness is no proper or legal testimony.)

He did. He told me just prior to selling that the property would be sold and bought for him. He told me after the sale that it was bought for him. He did say to me after the sale, that (I will not say it was upon the same day, it may have been a week or ten days after) that the property was bought for him, and that he had an article of agreement to that effect. I will not say that he said with whom the article was made. I suppose he meant me to infer Mr. Wharton, he having bought the property. Robert B. Glover, with two or three of the plaintiffs, or those who represented the plaintiffs in the cases of Lee. Smythe & Blackiston Cox, came to my office after Mr. Dudley went to Europe. Mr. Urquhart was with them. I won't say whether it was in reference to the sale of the personal property, or the real estate they came there. If it was in reference to the real estate, Mr. Glover, acting for Mr. Dudley, in his absence, consented to an adjournment. If it was the personal property, Mr. Glover acting for Mr. Dudley, consented to an adjournment. I do not recollect when this was; it was either in the month of July or August, I think. July or August of '55, I mean. I do not recollect the time Mr. Dudley directed me to advertise this property, or where it was. It was advertised on the 9th July, the sale to take place on the 12th September.

Being shown exhibit (heretofore marked No. 94,) says:

This is one of the original advertisements for the sale of the real estate.

In Chief.

I did not furnish that advertisement, (Exhibit No. 94) to Mr. Voorhees. I do not know where he got it.

Question. Do you recollect my (Mr. Dudley) having called on you before I went to Europe, and having manifested great anxiety about having this property sold?

Mr. Dudley told me to advertise the property prior to his going to Europe, and to sell it.

Question. Did you not understand Mr. Urquhart to say on the occasion referred to above, that he had an agreement in writing between himself and Mr. Wharton, showing that Mr. Wharton had bought the property for him, (Mr. Urquhart?)

(Question objected to.)

He said the property was bought for him, and he had a written article of agreement to that effect. I inferred of course, that it was Wharton, as the property was struck off to him. I will not say that he mentioned the name of Wharton.

Question. Was not it your understanding that the agreement was between himself and Wharton, from the manner in which he expressed himself?

It was my understanding. (Objected to.) I do not mean in what I said above, that Mr. Dudley had no charge of the sale. Mr. Dudley was there representing his clients. I was in the habit of giving two adjournments, and if Mr. Urquhart and his friends had desired an adjournment on this occasion, I should have given one, but most probably contrary to Mr. Dudley's wish.

I don't recollect that Mr. Dudley ordered me to sell the property on that day. I always sold property without his order, unless there was a request by the defendants for an adjournment.

In Chief.

Question. Do you not recollect Mr. Dudley expressing great regret on his return, that the property had not been sold, and requesting that it should be sold without any further adjournment?

I remember his calling my attention to it.

(Signed) WM. P. TATEM.

Affirmed and subscribed before me, this 20th day of July, A. D. 1857. C. P. STRATTON, *M. C. C.*

Charles Murphy, a witness called on the part of defendants, alleging himself, &c. and being duly affirmed, saith:

I live in Philadelphia, just below Parrish, in Twelfth street. I am in the real estate business, a conveyancer; I have lived in what is now the city of Philadelphia, all my life; I know David C. Urquhart, who sits here in the room; I have known him since some time in '53. I know Ellis Pilling; I have known

him since I was ten yeas old, some 26 years; I am now 36 years of age; I lost sight of him several years after he left Frankford; I gained sight of him in 1853, about the beginning.

Being shown a paper heretofore (marked Exhibit G3,) says:

I have seen this copy before; Mr. Dudley showed it to me a few days ago; I saw the original paper, of which this is a copy, at the same time; this is a true copy of the original, and the endorsement is the same as that on the original. I compared them; the handwriting of the original, both the body and the endorsement is my own; I am one of the subscribing witnesses to the original; David C. Urquhart is the other subscribing witness; I believe we were both present at the time of the execution of the paper; this paper, I think was read and understood by the parties at the time of its execution; I believe it was; I mean by the parties, the subscribers to it, and the subscribing witnesses; the witnesses signed their names before the paper was endorsed; the parties were all present.

Question. What is the reputation of Mr. Urquhart and Mr. Pilling for truth and veracity?

(Objected to.)

I have frequently heard it called in question; I would rather not have answered that question.

(The whole of the above testimony objected to and cross-examination made subject to the same.)

Cross-examined.

The original of this paper (Exhibit G3,) was executed in Mr. Pilling's office, No. 9, Jones's alley, I think; I don't remember any others present at the time beside ourselves; there were several in and out; I drew it up at Mr. Pilling's request; he dictated the sense of it; he may have written part of it; I think he did; he wrote part of it as a guide to me; this paper is all in my writing; what he made was a rough sketch to draw this from; this was in the winter; I think in February; I can't remember the time of day; I have never seen the paper since, till within a few days, when Mr. Dudley showed it to me; I made no memorandum of its execution; it is recalled to my recollection by seeing the paper in my own handwriting; I saw Mr. Pilling sign his name to it; when he signed his name, I was sitting at a table, a large table; I might have been standing; he was sitting; I recollect his signing it very well; I think Mr. Pilling read the article aloud; it is my belief it was executed immediately on being drawn up; there may possibly have been two occasions, but I think not; I don't think that Mr. Urquhart was present during the whole time it was being drawn up; I don't remember that he was; I can't tell when he came in the office; I am a little in doubt whether the writing and execution of the paper were on the same day; I believe Mr. Pilling read it at the time of its execution, and at the time of the witnesses signatures were affixed. I think there was a conversation at the time of its execution between Mr. Pilling and Mr. Urquhart in reference to the paper. I can't tell what was said. I can't tell any thing distinct that was said on that day. It has been three or four years since, and I cannot remember so long a time.

Question. By what means do you remember every thing concerning the execution of this paper, and not anything that was said by the parties present at the time?

The reason is that I considered myself semewhat interested in the effect of the paper, inasmuch as I had collaterals in Mr. Pilling's hands at the time; I had difficulty with Mr. Pilling about those collaterals afterwards; I do not know that I have ever told the circumstances of the execution of this paper to any one before to-day. My interest with Pilling has long since been settled; the original of Exhibit G3, was brought to my office by Mr. Dudley. I came here to-day at his request. There were no words put by him into my mouth. I was asked to say what I knew of the execution of that article. My place of business is 46½ Walnut street, old number. It is above Dock street; my impression is that Mr. Urquhart and I signed that paper, as witnesses, at the same time.

In Chief.

Mr. Burton called on me also, and requested me to come here.

(Signed) CHARLES MURPHY.

Affirmed and subscribed before me, this 20th day of July, 1857.
C. P. STRATTON,
M. C. C.

Adjourned to July 21st, three o'clock, P. M.

July 21st, three o'clock, P. M. Adjourned to July 22d, ten o'clock, A. M.

July 22d, ten o'clock, A. M. Parties appeared, and examination continued.

William Bosbyshell, a witness called on the part of defendants, &c. being duly sworn, says:

I reside in Philadelphia. I am the assignee of Washington Horter; I called a meeting of the creditors of Washington Horter; I did this for the purpose of handing over to them the assets of Washington Horter on condition they would release him from their claims which they might have against him, and as a further inducement for them to do so, I had the promise of Mr. Urquhart to obtain or hand over certain claims which he thought he could control, that were in the hands of Constant Guillou, of Philadelphia. I did not understand from Urquhart what these claims were in Guillou's hands, except that they were bills receivable; I think it was my understanding at the time, they were bills receivable; in addition to those assets, I think Mr. Urquhart proposed having the Marter judgment assigned over or transferred.

Question. Did he promise to place the bills receivable in Mr. Guillou's hands, and this Marter judgment in your hands for the benefit of W. Horter's creditors?

He did promise, or say he could have those handed to me, or something to that effect. I went out, I think, in company with Mr. Horter, to Mr. Urquhart's place, and the result of the interview was as I said before. He did not at this time, include the Marter judgment. That was at an interview afterwards, in which he stated he either had, or could control the Marter judgment, and would have it transferred, or something tantamount to that; I think the Marter judgment was $4,000.

(The whole of the above testimony objected to, and cross-examination made subject.)

Cross-examined.

I cannot tell the date precisely of my appointment as assignee of Washington Horter. I think it was in August, 1854. The assets of Washington Horter were delivered to me at that time; there were books of account, bills recivable, and paper delivered to me. I don't know that I had all his books of account, but all of those that I did have, I received very soon after the assignment. I don't know that it was as much as two weeks after. I don't know that I received all his books; it strikes me there was one book I did not receive, and which I have never got. I received the day book, a couple of ledgers, probably two day books, a cash-book, and a letter-book. I am at a loss as to the time of this meeting of the creditors; it is my impression it was last year sometime. The creditors did not agree to release Mr. Horter.

Question. Do you not know that at the time of the meeting of the creditors, of which you have spoken, that there was an understanding between the house of E. M. Davis & Co. and Mr. Urquhart, or did you not state that you believed there was such an understanding at that time?

I do not recollect that. I recollect this, that there were some statements made by me at the time, in which E. M. Davis A Co. were concerned. What those statements were, I do not recollect. Whether this was a portion of them, I do not recollect.

Question. Do you not recollect stating to the creditors that there was, or seemed to be, a joint interest between the house of E. M, Davis & Co. and David C. Urquhart, touching that business?

(Objected to.)

I cannot recollect precisely the substance of what was said. I did say to the creditors, that there seemed to be a concert of action between Urquhart and E. M. Davis & Co. in endeavoring to victimize Washington Horter. I do not recollect that it was on the subject of the claims in Guillou's hands; it was at the same meeting where these claims were spoken of.

Question. Have you heard David C. Urquhart speak of the ten thousand dollar mortgage on Bloomfield to Myers, Claghorn & Co?

(Objected to, as no proper cross-examination, the witness never having been examined touching this mortgage in his examination in chief, and because all statements of D. C. Urquhart to the witness are illegal.)

Answer. I have. I can't say when. I have no recollection of the time.

Question. Speak of conversations which occurred at least a year ago?

All I can say, is this; Mr. Urquhart repeatedly consulted me relative to this mortgage; and desired my opinion as to whether it was paid or not. I objected to give any opinion at first, as it would be predicated on his statement alone, which if the fact should vary from, would amount to nothing. He insisted that the statement he made me was true, and desired an opinion predicated on that statement. I then told him if those facts stated by him to me could clearly be shown, that the mortgage was satisfied and paid?

Question. Was or was not this at the time he was in a controversy about it with Mr. Pilling!

That is my impression, that it was about that time.

Question. What were the facts stated to you at that time by Mr. Urquhart, upon which he desired your opinion?

I think he stated to me there was placed in the hands of Mr. Pilling, or Myers, Claghorn & Co. or that he had placed in the hands of Pilling, and that the transaction was charged to Pilling, with Myers, Claghorn & Co. Mr. Pilling's indebtedness to the amount of $5,000, bills receivable due Gries & Co. to the amount of $6,200 or $6,300, other indebtedness of Pilling, exclusive of the bills receivable, to the amount of $1650; a mortgage on property in Kensington to the amount of $5,000, and a mortgage on Bloomfield, for $10,000; all these assets, with the exception of $2,500 which Pilling pocketed, were given as collateral security for the $10,000. Myers & Claghorn received of the Gries assets, some $3,000, and the balance of the $10,000 was paid by Mr. Pilling, at maturity, by his checks on the Tradesman's Bank. I believe the Tradesman's Bank. On the strength of this statement, I gave him the above opinion. I am a lawyer. I was admitted in Illinois, but have been admitted to practice in the U. S. courts at Philadelphia.

In Chief.

I do not practice at the bar at this time. It has been ten or twelve years since I have been in practice. The above is the statement upon which I predicated my opinion. I have no particular knowledge of my own of Mr. Horter's books.

Question. Have you any knowledge of your own of E. M. Davis & Co. having taken any advantage of Washington Horter?

I have no direct knowledge of their taking any advantage of Washington Horter.

Question. Did you know at the time of the meeting of the creditors of Horter, that E. M. Davis & Co. and David C. Urquhart were not on terms; that they had a controversy?

(Objected to.)

I think I so understood.

Question. Was any thing said about a mortgage for $5,000 on the

brickyard adjoining Bloomfield, by Mr. Urquhart, at the time he made the statement to you ?

I don't know what to say on that subject. I don't think there was ; I heard of the brickyard mortgage, but where, when, or in what connection, I cannot remember.

Question. What was said about the two thousand dollar Kensington mortgage ?

I cannot give you the particulars of that.

Question. Did he tell you how he got the $6,000 of assets of Gries ?

(Objected to.)

I do not recollect that.

Question. You say in your cross-examination in substance, that you do not recollect that you made the remark relative to E. M. Davis and Urquhart, victimizing Washington Horter, in reference to the claims in Constant Guillou's hands ; did you make use at the meeting of the creditors, of the words in reference to the Marter judgment ?

In making use of those words, I do not recollect that it was in reference to the claims in Guillou's hands or the Marter judgment. I do not think it was particularly to these things.

(Signed) WM. BOSBYSHELL.

Sworn and subscribed before me, this 22d day of July, 1857.
C. P. STRATTON,
M. C. C.

Adjourned to three o'clock P. M.

Three o'clock, P. M. Examination continued.

James Lanning, a witness called on the part of defendants, being duly sworn, saith :

(The examination of this witness objected to.)

I purchased some fixtures of David C. Urquhart about April 1st, 1849. March 8th, was the day of the transfer of the fixtures of the store, I believe. The fixtures I bought were all those contained in the store and house, No. 415, North Second Street. I gave $400 for them ; this price included the good will and fixtures. The sideboard was not included. I never purchased that. I have got a receipt which I took from Mr. Urquhart. It is here. The witness produces his receipt book, containing a receipt of which the paper marked Exhibit Y3, of defendants, is a copy, and which by consent it is agreed, shall be used in the place of the original.

The body of this receipt, as well as the memorandum at the bottom, and the signature, are in the handwriting of David C. Urquhart, and were written by him.

Question. Were you to pay him originally $550.

No such sum was mentioned ; I was not to pay him that amount I do not know what may have been mentioned. The agreement was, I was to pay him $400.

Question. Did you go to Mr. Urquhart and tell him that you did not want some double plate glass doors with patent springs, a plate glass lobby light and sideboard?

I did not. The sideboard was never included, to my mind. I considered the others were included in our agreement.

Question. Did he take off $150, or any sum, in consideration of leaving the double plate glass doors and lobby lights?

He did not. I gave him the full amount agreed upon, $400, in cash.

Question. Did you ever tell him you did not want those double plate glass doors and lobby lights?

I never did. We made no use of the sideboard. It was removed by Mr. Urquhart's agency. It was left in the house. I don't know that any mention was made of it, any way, till I requested him to have it taken away Mr. Pilling called several times on me, in relation to these fixtures.

Question. For whom did he call?

He represented that Mr. Urquhart had a claim for them, and called for him. I mean Ellis Pilling. I showed him the receipt finally, to satisfy his mind. I happened in a store where he was. I either showed or read the receipt to him. He made the remark that Urquhart was a d—d fool, or some such remark, to make any such claim. This was about five years ago.

(Objected to.)

I have been on speaking terms with Mr. Urquhart since then, at least for the last four years. During these four years, Urquhart has been in the habit of speaking to me when we met in the street, as much so as when he sold me goods in Market street. He has invited me to come over and see him at some house in Camden. My business is that of laces, embroideries and ribbons. These are the chief articles in our trade.

Question. Have not Mr. Urquhart and Mr. Pilling been connected together in most of their transactions, for the last four or five years?

(Objected to.)

That has been my impression.

Question. Have they not that reputation?

(Objected to.)

So far as I hear them spoken of, that is the impression of all.

(All the above objected to, and cross-examination made subject.)

Cross-examined.

I reside in Germantown, in the city of Philadelphia. My place of business is No. 27, Bank street. I have not been in the habit of meeting Mr. Urquhart very frequently during the last four years. I have met him occasionally. I have not been during that time, to his house or place of business. I have only met him on the street or at stores. He has not been in my store during that time. The balance of money in that receipt, besides the good will and fixtures, was paid for the stock of goods in the store. I paid $1944.81 for the stock of goods. There was no different account made between the fixtures and the stock, except in that receipt. In my up town ledger

I have charged $400 to fixtures. At one time Mr. Urquhart claimed that he should have some of the fixtures I bought. There was some misunderstanding between us. I am not positive as to the time when the sideboard was removed; probably four years ago. I don't know of any transaction Mr. Pilling and Mr. Urquhart have had together, except in the case I spoke of above, respecting the fixtures.

In chief.

Question. Did not Mr. Urquhart put his stock and books in Pilling's hands when he left Market street?

(Objected to.)

I have understood so, though I have no positive knowledge of it.

Question. Do you not know they have occupied the same store together?

(Objected to.)

I believe they have, a portion of the time.

(Signed) JAMES LANNING.

Sworn and subscribed before me, this 22d day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Adjourned to ten o'clock A. M. July 23d.

July 23d, ten o'clock A. M.—Examination continued, pursuant to adjournment.

George W. Gilbert, a witness called on the part of defendants, being duly sworn, saith:

I am in the employ of Mr. Dudley, and have been an assistant in his office since 1855.

Being shown a paper (heretofore marked Exhibit LL, of defendants,) says:

This is my handwriting. I drew this paper. I remember Mr. Gries and Mr. Burton calling over in reference to this assignment, previous to Mr. Smythe coming over. They came over, and requested me to draw an assignment of the judgment of Smythe against Urquhart. Mr. Burton said he was about buying it, that he had purchased a field of Mr. Urquhart that was covered by this judgment, and that he did not know of it when he purchased the field.

(This testimony objected to, and all the conversations between Mr. Burton and the witness, or any other person and the witness.)

Mr. Burton said he did not know of this judgment when he purchased the field, and that he bought it to protect himself. I saw John James Smythe sign the assignment of that judgment. I have seen his handwriting. I may have seen his letters, but cannot remember.

Being shown a paper (marked Exhibit Z3, of defendants) dated June 17, 1855, and signed John James Smythe, witness says:

I would say this is John James Smythe's signature. I understood John James Smythe lived in Philadelphia; it was my impression he lived there. I met him sometimes in the street there.

(*Note.*—It is understood and admitted here, that it is reported that John James Smythe is dead.)

I remember about the time Bloomfield was sold on the common law executions, in 1855. I recollect some one calling at Mr. Dudley's office about a note of hand that Urquhart and David W. Carrall had given to Francis Lee. I understood this person to be one of the makers of the note, from the fact that he claimed to be entitled to it. I know Mr. Urquhart, and knew him then. Mr. Urquhart I think called, and this other person both.

Being shown the paper (heretofore marked Exhibit W3,) says: I have seen this note before. I searched for it; it was mislaid. I found it. This was before the signatures were off. I think the persons called after this note on two or three occasions, and I think it was a couple of weeks after they first called, before it was found. I recollect about the time Francis Lee's judgment against Urquhart was assigned to Charles Wharton.

Question. Was it before, or after this assignment, you found the note?

It was after the assignment I found the note. I found the note in the closet over the safe; by itself; with a wrapper around it endorsed.

Question. This note was not cancelled then by having its signatures taken off, till after the assignment?

(Objected to.)

No, Sir.

Being shown this assignment, (Exhibit MM,) says:

Mr. Glover drew this paper. This is the assignment I have reference to. It is the handwriting of Robert B. Glover.

Question. Do you know the fact that Mr. Dudley has been employed by E. M. Davis & Co?

(Objected to.)

I know that fact.

Question. Do you know of Mr. Dudley having been ever employed by Mr. Urquhart in any manner?

(Objected to.)

I do not know that he was ever employed in any manner. I have been continuously in Mr. Dudley's office since February, '55.

Question. Have you ever seen or heard any thing that would go to show or indicate that Mr. Dudley has, during the period that you have been with him been employed as attorney or counsel for David C. Urquhart, for any business whatever?

(Objected to as an improper and illegal question.)

I never have. I know David C. Urquhart, who is sitting here in this office. I recollect his calling and getting a deed at Mr. Dudley's office. He called and got a deed which had been drawn there, from himself to James P. Michellon, and said he wished to get the description from it, and would return it as soon as he had done this. I hesitated at first about letting

him have it, but upon his assurance that he would return it, I let him have it. It has never been returned.

(All the above testimony, and the exhibit produced in this examination objected to, and cross-examination made subject.)

Cross-examined.

It was not a great while after Mr. Dudley left Camden for Europe, when Mr. Burton and Mr. Gries came over relative to the assignment. The date of the assignment will show. The assignment was drawn up by their direction during Mr. Dudley's absence. I saw it executed. Mr. Glover was sitting at the table and witnessed it at my request. I do not know that I ever saw Mr. Smythe write on any other occasion. I may have seen letters written by him, but I do not remember. I did not see him write the receipt, (Exhibit Z3.)

I should say it was in the month of October, 1855, when Mr. Carrall called for the note I spoke of above. I have no memorandum of the fact. I only speak from memory. I remember the sheriff's sale; the assignment of the Lee judgment and circumstances attendant, which fix it in my memory. The sheriff's sale was the 10th of October. That was after Mr. Dudley's return from Europe. He returned about the middle of September. Mr. Dudley has asked me since this examination has been going on, whether I recollected the circumstance of Mr. Carrall's calling for the note. I do not know that I have spoken to any one else about it. I know that Mr. Dudley is employed by E. M. Davis & Co. because I have understood so from office business. I only know this from docket entries, and other things of that kind. Mr. Urquhart has called at our office during the summer and fall of '55. I do not know that he was in the habit of doing so. I do not remember now what his business was when he called on those occasions, except when he called for the deed, and once about the note. He may have gone into the back office to see Mr. Dudley; I do not remember. Mr. Dudley ordered me to draw up the deed I have spoken of, I suppose. This was some time before he went away. I do not remember that Mr. Urquhart was at our office about the time of the assignment of the Lee judgment. I do not remember that he was there the day after the sale. Mr. Wharton was at our office a number of times. I do not remember whether he was there the day after the sale or not. I went to the store of E. M. Davis & Co. about the time of the sheriff's sale, and received a check. I do not remember exactly the amount of it. I should say the amount was about $450. I do not remember going but one time to that store to receive money. I had a letter, enclosed, the day I received the check. I do not know what was in the letter.

In Chief.

I have seen Charles Wharton, and members of the firm of E. M. Davis & Co. at our office frequently, and in consultation with Mr. Dudley. I have seen E. M. Davis, Mr. Wharton and Mr. Burton. I do not know who employed Mr. Dudley to draw the Michellon deed. I suppose Mr. Michellon. Mr. Michellon is charged with drawing that deed in the docket. Mr. Gries and Mr. Burton called in reference to the assignment spoken of above, then

Mr. Gries and Mr. Smythe called and executed the assignment; afterwards Mr. Burton called to see if it was done. The assignment was left in the office by Mr. Burton. I told all of them that the expenses on the judgment were two hundred and fifty dollars.

(Signed) GEO. W. GILBERT.

Sworn and subscribed before me, this 23d day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Thomas H. Dudley. alleging himself to be conscientiously scrupulous of taking an oath, and being duly affirmed, saith:

(The examination of this witness objected to.)

I am acquainted with the signature of John James Smythe. I have seen him write it, and have received letters from him. I believe the signature to Exhibit Z3, to be his proper signature. In my examination heretofore had, I state the suit of Stegman, Brothers & Co. against Urquhart, which I brought, was litigated; what I mean by the word "litigated," and the way I use the term was that a plea was filed with an affidavit. I do not know what other members of the bar may mean exactly in using the term, but I have always considered a suit litigated, and have so styled it, when a plea has been filed with an affidavit of defence. I understood at the time when this suit was settled and note given, that a plea had been prepared with an affidavit such as at that time was required by the statute. That was my understanding at that time; and I presume that I so understood it, either from Mr. Urquhart, or else from Daniel E. Hough, who was at that time an assistant in my office, and who had considerable to do with this suit. I supposed that the plea had been filed, and was not aware of the fact that there was no plea on file, till I saw a copy of the record here, on this examination. I was so strongly impressed with the belief that the plea had been filed, that I went to Trenton, and made inquiry in regard to it, of the clerk. He told me there had been no plea filed in this case; and when the settlement was made, so far as I was concerned, I understood that there was such a plea, with an affidavit. I do not know what Mr. Lee's understanding was about it. I have only spoken of my own.

The note (Exhibit W3,) was not cancelled until after the judgment had been assigned by Francis Lee to Charles W. Wharton for E. M. Davis & Co. I have no recollection of ever seeing Mr. Carrall about this matter till after the sheriff's sale, and this judgment had been assigned. I explained to Mr. Carrall, at the time I cancelled the note, the reason why I could not give him the note; and I told him that the judgment had been assigned. I never did tell Mr. Carrall that this note had been paid to Mr. Lee by Mr. Burton. I used no such language to him. Mr. Burton was, at that time, a total stranger to me. I had never seen him, to my knowledge, in my life; and I understood at that time he was in Europe. I had no communication with him whatever about it, or with anybody else, who pretended to represent him in this matter.

(The above testimony objected to, as no proper sur-rebutting testimony, and cross-examination made subject to the same.)

I think Mr. Carrall called twice in regard to the note (marked Exhibit W3.) I am not positive. I have no register or memorandum of the time he called; I made none at the time; I speak merely from recollection; I can't tell exactly the time when the note was cancelled; I should think ten days, or two weeks, after the sheriff's sale; I can't speak positively; I know it was after the sheriff's sale; my recollection is, that Mr. Urquhart stopped at my office one day in reference to the cancelling of the note; this was before it was cancelled, but after the judgment had been assigned; I think Mr. Urquhart called the day after the sheriff's sale; I will not speak positively; he was there shortly after; I do not remember that sheriff Tatem came into my office while Urquhart was there, the day after the sale; he might have come into the office, and Urquhart might have been there; I have no distinct recollection about it. I think it was mentioned in my office before we went down to the sheriff's sale, that the expenses of the Lee judgment and the Smythe judgment, should be paid; I do not know that Mr. Lee was present when this was said; I mentioned this to Mr. Urquhart, that I wanted it paid; I think Mr. Urquhart said he would see Wharton about it; I stated to him that I wanted the matter closed out. He did not, to my recollection, state that he would give me a check or order for the money if I went to the hotel; my recollection is, that he said he would see Wharton about it; I cannot state that he said he would procure Wharton to give me a check or memorandum for the money if I would go to the hotel. Mr. Urquhart did not tell me that he had an agreement with Mr. Burton in refence to the property. I do not think that he told me he had any agreement with Burton that he was to pay the $250 expenses of the Smythe judgment; I understood from all the parties, that Mr. Burton individually had purchased the Smythe judgment, and that he had agreed with John James Smythe, to pay me my fees, $250. I now think I recollect the matter being mentioned to me by George Gilbert and Robert Glover, on my return from Europe, and by Mr. Smythe, whom I met in the street, and I think quite likely it was talked of there in the presence of Mr. Urquhart. At the time of the sheriff's sale, I never had seen Mr. Burton to know him. I was present at my office when Mr. Urquhart came there, and when the agreement was made between him and Mr. Lee, respecting the assignment of the judgment. I rather am inclined to think I advised against that settlement, though I advised very little either way, leaving it discretionary with Mr. Lee to take his own course. I do not recollect telling Mr. Lee that he was foolish for settling for that amount of money. I did not go to see Captain Mickle in reference to the matter. I think Mr. Lee went; possibly I might have gone, though I think not.

Question. Did you not on that occasion, tell Mr. Lee he was foolish to settle for the amount he received, that if he would contest the $10,000 mortgage on Bloomfield, he could recover the whole of his judgment?

My answer is, I do not recollect telling him this, but it is quite probable that I did. At that time I knew nothing about this mortgage other than what I got from Mr. Urquhart himself, and from the records. I supposed at that time that it was probable that there was some defect or other in the mortgage, by which it could

be set aside, or at least that the amount for which it purported to be given could be greatly reduced. I knew nothing about the facts or circumstances of this mortgage in any way, or of its execution, or of its assignment, or the consideration for which it was given, other than what Mr. Urquhart had told me, and what I saw on the records. I knew it was the custom in Philadelphia among merchants, very frequently to give a mortgage for a large sum of money to capitalists, to secure them for any advances which the capitalists might make the merchants from time to time, as they wanted it. At that time I supposed this mortgage had been given in that way, although I knew nothing about it. In such a case the mortgage would only be good for the actual indebtedness that existed between the parties, and I had no idea there was ten thousand dollars indebtedness due upon that mortgage, and that was one reason why I made the inquiry of Mr. Urquhart a day or two after the sale, whether the whole of that mortgage was due and owing. I knew very frequently, usury was charged, and I thought probably it might be attacked on that ground. Another reason which might have influenced me in reference to this matter. I knew that Burton's judgment, the Smythe judgment, was a lien upon the Halzell field, and I considered that field worth considerably more than the incumbrance that was upon it, and that something might be made of the other property, and I considered the note of Carrall and Urquhart perfectly good. I think I did advise Lee to buy the property at the sale if the judgment was not settled; that is, if it went low, and contest the $10,000 mortgage. I do not remember that I advised him to do this, and not accept the $816. I do not think I advised strongly either way. My impression was he could do better than this, and probably make the whole of his claim out of the note and the real estate together.

Adjourned to three o'clock, P. M.

Three o'clock P. M.—Examination continued. Thomas H. Dudley cross-examined.

Question. You have stated that when you had the conversation with Lee you had no idea there was $10,000 due on the Bloomfield mortgage, please state what you know of that indebtednesss of your own knowledge?

I know nothing of this indebtedness other than what I have got from E. M. Davis & Co. and Mr. Urquhart and Myers, Claghorn & Co. I always understood from all these parties, that the whole amount of that mortgage was due and owing, and I have always understood from E. M. Davis & Co. and Mr. Urquhart, (that is from Mr. Urquhart up to the time this controversy commenced, and always from E. M. Davis & Co.) that E. M. Davis & Co. paid Myers, Claghorn & Co. $10,500 on account of the two Jersey mortgages; the $10,000 mortgage on Bloomfield, and the $5000 one on the brickyard. They both stated this frequently, up to the time of this controversy.

I have never had conversation about this mortgage of $10,000 with Mr. Urquhart since he filed his petition, in the petition case, in July, '56. I have never mentioned the subject to him, or he to me, since the petition was filed as above stated. The matter was not entirely consummated between Mr. Lee and Mr. Urquhart at

my office, on the day of the sheriff's sale, before we went down. The terms and contract were agreed upon. Mr. Lee told Mr. Urquhart, that if E. M. Davis & Co. would advance a certain sum of money which was mentioned, and pay the expenses, he would assign the judgment to them. Mr. Urquhart said they would do it. I don't recollect what sort of memorandum was given to Mr. Lee. Urquhart or Wharton had a letter which satisfied Mr. Lee. I do not remember whether any letter was delivered by Mr. Urquhart to Mr. Lee in my office. I recollect I did not consider the matter consummated until Mr. Wharton, down at English's agreed to make the advance on the judgment, and carry out the agreement. He hesitated for a while down there, and I thought the whole matter would fall through. That is, while we were up in the room. The whole matter at the hotel, up in the room, was talked about; the advance of $816, and the $100 retaining fee; the advance of $250 costs, on the Smythe judgment, and the $100 costs, on the Lee judgment, were all talked about, and Mr. Urquhart requested Mr. Wharton to advance all the sums, or agree to pay them. Mr. Lee was not present at this time; this was up stairs.

Question. Was Mr. Wharton required to advance any other sum than the $450 costs and expenses, that day at the hotel?

Mr. Wharton was not required at the hotel to advance any sum. He paid me $100 after the sale, on account of the expenses. He was requested by Mr. Urquhart, to assume the payment, in behalf of the firm of E. M. Davis & Co. of $816, and the $450 costs and expenses. The $816 was not to be paid immediately, and was not paid, I think, till November following, in cash; but a check was given that day, or a few days after, to Mr. Lee for the $816; but of this I have no rightful knowledge. The $450 was to be paid in cash, whenever called for, at the store of E. M. Davis & Co. As I stated before, I do not recollect whether any memorandum was given by Mr. Wharton for the payment of the $816. Mr. Lee seemed to be satisfied. There was a memorandum given for the payment of the $450. I told Mr. Lee what Mr. Wharton said in regard to the judgment. The agreement with Mr. Lee that he should assign the judgment was made both at my office and at the hotel. It was talked about at both places. Nobody represented E. M. Davis & Co. at my office that day. Mr. Urquhart was there. The talk between Urquhart and Lee at my office, was that if E. M. Davis & Co. advanced the money on the judgment, it was to be assigned, at least I so understood it. So far as the judgment was concerned, I understood that E. M. Davis & Co. were to stand in the shoes of Mr. Lee. I understood from Mr. Urquhart on that day, or some other day, that E. M. Davis & Co. were willing to rely on the judgment alone, and were willing that the note of Urquhart & Carrall should be cancelled. I do not remember now whether or not the costs were paid to me, in the suit of Stegman, Brothers & Co. It is quite probable they were. I have said I don't know whether they were paid or not. I don't know then whether Urquhart paid me the costs or not. I don't know whether Urquhart paid me $40 as costs in that suit. I think it quite likely the costs were paid. I don't recollect who by, nor what amount. I suppose the costs were paid in Philadelphia as well as here, if paid at all.

I think Jonathan P. Burton has said to me that the four hundred and fifty dollars was included in the charge of five hundred and fourteen dollars, and ninety-seven cents; or that he thought it was, and it may be that Mr. Earle so said in his examination in the petition suit, but I do not remember. I think Mr. Burton has never stated this positively to me, that I remember of, but he has said that he thought it must be so.

(*Note.*—The amount of $514.97 is referred to in the cash book of E. M. Davis & Co. a copy of which is marked Exhibit 50.)

The taxed costs on the Lee judgment, I think, were included in the $100 that I charged. The costs of the Smythe judgment were never paid me, unless they were taken out of the $100 paid me by Mr. Wharton, on the day of the sale. The $100 on the Lee judgment which I received, was in full of costs, expenses, searches, &c. it included everything; I think it was early in the month of December, '55, when I notified John B. Myers & Co. of the foreclosure suit; I notified E. M. Davis & Co. I think in the forepart of December, or it may have been the latter part of November; it was not until after the reference had been taken; I went before the Master with the mortgage; I presented before him the Smythe and Lee judgments; that is, presented him with a statement of them; I did not furnish a record of them; I do not remember from whom I obtained a knowledge of the foreclosure suit; I was informed of the assignment of the mortgage, probably the next day after the sheriff's sale, and the mortgage was put in my hands by E. M. Davis & Co. right away afterwards, and have been in my hands ever since, pretty much; I mean the brickyard mortgage, and the $10,000 mortgage; Mr. Wharton did not take possession of the property after the sheriff's sale, that I know of; I do not remember when the action of ejectment was commenced by Mr. Wharton; that will speak for itself as to the time, whether it was before the petition suit or after; neither the firm of E. M. Davis & Co. or any member of that firm, asked me to raise any money to pay off Captain Mickle's mortgage, or Mrs. Hall's mortgages. I do not now recollect why the $816 to be paid by E. M. Davis & Co. to Francis Lee, was not to be paid immediately. I don't remember whether the reason was that it was not to be paid till the return of Mr. Burton from Europe. I don't recollect whether anything was said in my office by Mr. Urquhart or Mr. Lee, in reference to the matter.

Being twenty minutes of the time of adjournment, Mr. Voorhees asks that the examination be now adjourned.

Mr. Dudley objects to the adjournment, and insists on the opposite party closing their examination of the witness on the stand.

Mr. Voorhees states that the cross-examination of the witness cannot be closed to-night by continuing open the examination; therefore, adjourned at 4½ o'clock, to Monday next, July 27th, at three o'clock P. M.

Monday, July 27th, three o'clock P. M.

Attended by parties, pursuant to adjournment. Cross examination of Mr. Dudley continued.

I went to Europe about the middle of June, 1855. I returned about the middle of September. I think I left here on the 13th of June, if my memory serves me right. I will not be positive. I cannot recollect the day I returned. I think it was after the 12th September when I returned; it was after the sale was adjourned that I returned. I understood that one reason why the sale was adjourned was that I had not returned.

Mr. Voorhees now calls again upon Mr. Dudley to produce his docket, with the record of the Smythe and Lee judgments, as it has been heretofore referred to, and as George W. Gilbert, in his testimony, speaks of certain entries in said docket.

Mr. Dudley declines to produce his dockets, because they are his own private books, and have no relation whatever to this case. They contain private entries of his clients, and of his business.

Mr. Voorhees calls again on Mr. Dudley to produce the order or memorandum given by Charles W. Wharton to Mr. Dudley, at the West Jersey Hotel, on the 10th of October, 1855, for four hundred and fifty dollars.

Mr. Dudley answers that he has no such order or memorandum in his possession or control, and has not had since the commencement of this suit; that he has not seen the order or memorandum since it was sent to E. M. Davis & Co's; that he has directed his clients to make search for the order or memorandum; that they have done so, and are unable to find it; that it was either destroyed at the time, or has been lost.

Witness proceeds:—I cannot pretend to give the words of that order; it was a simple memorandum or order directing them to pay me the money; it might have used the words "fees and expenses;" I do not remember; there was some personal property of David C. Urquhart sold upon executions, in the case of Blackiston & Cox, and Nancrede & Co. I do not know that any property was sold that was levied upon under the executions of Lee and Smythe: Sheriff Tatem can tell exactly what was sold, what it brought, and the executions he sold under; I do not know what was sold, what it brought, and what executions it was sold under, except that it was not under the Lee and Smythe judgments. I think the sheriff told me he sold the growing crops; I do not remember when the sale was made; I must refer you for all the particulars relative to this sale, to Sheriff Tatem; the amount I received was very small, on the sale; I think in the neighborhood of $40; I have a vague impression that there was an alias execution, and it was levied upon growing crops; the whole amount of the sale was small, and I think it was credited on the execution of Blackiston & Cox; I will furnish a statement of this matter with all the particulars, if Mr. Voorhees desires; I think this sale was last year sometime; Mr. Urquhart has paid me some money on account of these judgments, some on Blackiston & Cox's and some on Nancrede's. He paid some four or five dollars more than the costs, I think; he paid it to me in a note, I think. I don't remember whose it was; it was some fifty or sixty dollars; he was not the maker of the note.

In Chief.

I gave specific instructions to Sheriff Tatem, before I left home for Europe, to advertise the real estate of Mr. Urquhart on these executions, and I wrote a letter from New York, before I sailed, to George or Robert, telling them to urge him to make the sale. The letter has been mislaid; a rule had been taken at the February term, staying execution on the Smythe judgment; and I told him as soon as this rule was discharged, to advertise the property under all the executions; that rule was discharged the June term of Supreme Court, and the sheriff was ordered to proceed and sell on the Smythe as well as the Lee judgment, and that of Blackiston & Cox. I do not intend to convey the idea in my cross-examination, that Urquhart ever conveyed to me the idea that the mortgage for $10,000 on Bloomfield, or any part of it, had ever been paid or satisfied, or that there was any thing wrong about it, or anything usurious. In all his conversations with me, he represented the contrary, both before and after the sale. In speaking of my suppositions in the cross-examination, that this mortgage for ten thousand dollars on Bloomfield had been made to secure advances, I did not suppose that the advances were fixed and permanent advances or loans, but were mere temporary loans or advances from day to day; that, I supposed, was what the mortgage had been given for before I became acquainted with the facts and circumstances of the giving of the mortgage; I supposed that these temporary loans were being paid, from day to day, and consequently the whole of the mortgage might be paid, or at least that there was very little due upon it; I am entirely satisfied that all the facts in reference to this mortgage, as I supposed them at that time, were erroneous; this was before I had learned anything about it, other than what I got from Mr. Urquhart. I say in my cross-examination, that the agreement with Mr. Lee, that he should assign the judgment was made both at my office and the hotel; I do not mean to say that the assignment of the judgment was mentioned to Mr. Lee down at the hotel; I represented him; what I mean to say is, that it was understood at my office, that if E. M. Davis & Co. made the advance upon this judgment, that it was to be assigned, and when at the hotel, up in the room, the matter was talked about, and after Wharton had agreed to make the advance, that it was expressly understood this judgment was to be assigned, and they were to hold it against Mr. Urquhart; I understood at the office that E. M. Davis & Co. would advance eight hundred and sixteen dollars, on account of this judgment, and the expenses, one hundred dollars, on it. This was my understanding of it, although in speaking of the matter I cannot say that Mr. Urquhart used the word expenses; that E. M. Davis & Co. would advance the expenses. This was my understanding from what he said, and I presume so Mr. Lee understood it. That is, that both the expenses as well as the $816 were to be advanced; the ejectment suit was commenced about August 5th, '56, and after the petition was filed, but I was spoken to by Wharton to bring the suit, or in reference to bringing it, before the petition was filed. I had investigated all this property (the title to it) in the spring of 1856.

Being shown a paper (marked Exhibit A4 of defendants,) says:

This is a brief of title of this property sold by the sheriff, made by Mr. Miller under my direction, in the spring of '56. The certificate dated March 14th, 1856, (one of the papers in Exhibit R R,) I obtained in connection with that brief of title, about the time the brief was made. Mr. Urquhart never applied to me to draw up any paper between Wharton and himself, and never mentioned the matter to me in any way, nor between himself and anybody else.

I state in my examination, that Urquhart mentioned that E. M. Davis & Co. were willing to rely on the judgment alone, and that the note should be cancelled, (the note of Urquhart and Carrall.) The note of Urquhart and Carrall was not mentioned down at the hotel in the presence of Charles W. Wharton, or ever mentioned to him by me till long afterwards; I supposed he knew all about it, but E. M. Davis & Co. say they never knew anything about the note until a long while after this transaction.

(The re-examination in chief of this witness objected to, and the exhibit produced under it.)

(Signed) THOMAS H. DUDLEY.

Affirmed and subscribed before me, this 27th day of July, A. D. 1857.
C. P. STRATTON,
M. C. C.

Mr. Dudley again calls on Mr. Voorhees, according to notice previously given, to produce the bills receivable that were lodged or deposited with Constant Guillou, by Ellis Pilling.

Mr. Voorhees answers that he has not the bills in his possession; that he has called repeatedly for them at the office of Mr. Guillou; that the last time he called was within two weeks; if possible, they will be produced before the examination is closed.

Benjamin H. Pitfield, a witness called on the part of complainants, alleging himself, &c. and being duly affirmed, saith:

I live in the city of Philadelphia; I am the son of Robert L. Pitfield, who was cashier, and afterwards president of the Bank of the Northern Liberties; I have some knowledge of David C. Urquhart.

Being shown two papers, (heretofore marked Exhibits No. 75 and 77,) on the part of complainants, and styled throughout this examination as the "Pitfield mortgages," and the guarantee thereon, and his attention called to the assignments, says;

This signature is my own, and in my handwriting; the guarantee is also my handwriting.

Being shown the accompanying bonds, (marked heretofore Nos. 74 and 76,) says:

The signature to the assignment endorsed on these bonds, is my proper handwriting; the guarantee is all in my handwriting; the body as well as the signature; I gave this guarantee annexed to the mortgage, to David C. Urquhart; David C. Urquhart called on me last summer, and wanted me to re-purchase the mortgages; I agreed with him to give him sundry articles of merchandize for them; as near as I can recollect, this was in July or August of last year; most likely in July; the amount

of merchandize to be given for the two mortgages, to the best of my recollection, was between $600 and $650; we agreed upon the goods and terms; he was to have the goods when he made me a title to the mortgages; I received a note from Constant Guillou, requesting me to send these goods to his office; I understood from Urquhart where the mortgages were, and who held them. I declined sending the goods until they should make me a good title for the motgages; I saw Guillou and Urquhart several times afterwards about them, but it seemed they could not make a title to the mortgages.

Question. At that time was the name of E. M. Davis & Co. mentioned to you at all as having anything to do with the mortgages?

(Objected to as leading.)

Answer. Not at that time; I think I did not understand at that time from Mr. Urquhart or Mr. Guillou where the mortgages were.

(Anything said to the witness by Mr. Guillou, objected to.)

Question. Has Mr. Urquhart mentioned to you, any time since, anything about Mr. Davis having any interest in these mortgages?

(Objected to, as leading.)

Yes; to the best of my recollection this was some two or three months since; then he said Edward M. Davis had set up a claim, or had a claim against them; I am not positive about the exact words he used; I have made search for the letter Mr. Guillou sent me, and up to the present time I have been unable to find it.

(Cross-examination made subject to objection, to all of the above testimony.)

Cross-examined.

I have somewhere or other the letter of Guillou as a memorandum of the time when this transaction occurred; I cannot at present fix the date of this transaction any better than I have done; I think I did write to Guillou in reference to the matter; it was a considerable time after this transaction when Mr Urquhart told me Edward M. Davis had an interest in those mortgages; that was last spring, or in the early part of the present summer, I should think; I should think it was more than six months after this negotiation; I cannot say positively that it was eight months; I think Urquhart told me at the first meeting we had after the proposition made to me by him, that the title of the mortgages was in Pilling; Guillou told me about that time, that the thing was over head and ears in law; that he did not know exactly whether he could make title; that was the only reason he (Urquhart) gave for not making title; I was to give Mr. Urquhart dry goods; there were some satins and knit woolen hoods.

Question. Were not these negotiations in March, 1856?

I think not; one reason I have for fixing the time is that the goods came from a young man who failed in June, and I think they came to my store about the time he failed. They were there some time before the arrangement was made with Urquhart.

Being shown a paper, (marked by the complainants Exhibit No. 99,) says:

This is my handwriting; this letter is mine, addressed to Constant Guillou; and refers to the same transaction; the transaction must have taken place at the date of this letter, in March, 1856.

In chief.

The goods spoken of must have been from a previous invoice; when I spoke I was under the impression they were all from an invoice received in June. What I meant by saying that I was not positive it was eight months, in my cross-examination, was, that I could not fix the time accurately.

Question. To the best of your recollection was it last spring, or the forepart of the present summer, that Mr. Urquhart told you E. M. Davis had set up some claim, or had a claim to those mortgages?

On thinking of it carefully, I feel confident it was in the course of the last spring.

(The above re-examination objected to.)

I have no better means of fixing the date of this than I had of the original transaction; in the original transaction I depended upon the date of the invoice; in this, I depend upon my memory; I felt certain as to the time of the invoice, from the fact of the failure of the young man, and from my being interested in his failure. There was a more formal guarantee than this one annexed to No. 75, drawn by some friend of Mr. Urquhart's, which I signed; I delivered this guarantee when I signed it.

In chief.

There were more invoices than one from the person I have mentioned; there were two or three; the first one must have been received in February or March; the other two at the time of the failure, in June; the formal guarantee of which I spoke, was of the same character as this one; it was not a general guarantee, it was only against previous incumbrancers.

I fix the date of the first invoice, from the goods not having been in my store but a short time before they were sold to Urquhart; I fix it from the date of that letter.

In chief.

Witness adds:

I found a rough memorandum of the goods sold to Urquhart in my store, but it had no date, and I thought the goods came at the time of the failure, which was in June, with the last invoices.

(Signed) BENJAMIN H. PITFIELD.

Affirmed and subscribed before me, this 31st day of July, A. D. 1857.

C. P. STRATTON,
M. C. C.

It is agreed between the Solicitors of parties, that a book purporting to be the sale book of Wm. P. Tatem, sheriff, produced here by the complainants, and containing the conditions of sale, and proceeds of sale of personal property of David C. Urquhart, made August 29th, 1856, is the sale book of the said Wm. P. Tatem; and it is further agreed that the copy from said sale book (marked

Exhibit 100, on the part of complainants,) shall be used instead of such sale book itself.

(The above exhibit objected to by Mr. Dudley, as irrelevant and illegal.)

It is also admitted that the paper (marked Exhibit No. 101, of complainants,) is a true copy of a receipt given to Wm. P. Tatem by Thos H. Dudley, and that the said copy shall be used instead of the original; the original and signature being admitted by Mr. Dudley to be his own, and to be in his proper handwriting.

(Objected to as above.)

The defendants rest their sur-rebutting testimony.

There being no further evidence produced before me in this cause, the taking of depositions is now closed.

Witness my hand, at Camden, this thirty-first day of July, in the year of our Lord one thousand, eight hundred and fifty-seven.

(Signed) CHARLES P. STRATTON,
Master and Examiner in Chancery.

Interrogatories

To be administered to *Francis Lee*, a witness to be produced and sworn or affirmed, and examined in a certain cause depending in the High Court of Chancery, of the State of New Jersey, wherein Henry Robinson and William H. Parsons are complainants, and Edward M. Davis, Jonathan P. Burton, Charles W. Wharton, David C. Urquhart and others, are defendants:

1. First interrogatory on the part of the complainants.

Do you know David C. Urquhart, one of the defendants named in the above stated case? And if so, about how long have you known him?

2. Second interrogatory on the part of the complainants.

Were you acquainted with the firm of Stegman, Brothers & Co? And if so, did you as their agent, or in their behalf, sometime in the year eighteen hundred and fifty-four, procure Thomas H. Dudley, Esquire, attorney at law of Camden, New Jersey, to institute a suit for the firm of Stegman, Brothers & Co. in New Jersey, against the said David C. Urquhart, upon a judgment by them against him, in the district court of the city of Philadelphia?

3. Third interrogatory on the part of complainants.

If such suit was instituted, was it not afterwards settled? And if settled, please state at what time? How? By whom? Where? And

what was received in settlement? State all the circumstances leading to and attending the settlement, as nearly as you can recollect?

4. Fourth interrogatory on the part of the complainants.

Were not the terms of the settlement agreed upon between you and Mr. Urquhart in the city of Philadelphia, and the settlement afterwards concluded in pursuance of that agreement, at the office of Mr. Dudley, in Camden?

5. Fifth interrogatory on the part of the complainants.

What did you receive in the settlement of that suit? And if in the settlement you received a note of David C. Urquhart and David W. Carrall for eight hundred and sixteen dollars, or about that sum, and also a judgment bond of David C. Urquhart for seventeen hundred and sixty-three dollars and twelve cents, or about that sum, as security for the payment of said note, at whose sugggestion was that bond given, and when and where was the suggestion made?

6. Sixth interrogatory on the part of the complainants.

Were not the fees and costs in the Jersey suit agreed to be paid to Mr. Dudley? If so, by whom and what amount?

7. Seventh interrogatory on the part of the complainants.

Previously to such settlement, did not David C. Urquhart make representations to you, touching the amount of incumbrance upon his Bloomfield Cottage Farm in New Jersey? and if so, what were those representations? State as nearly as you can remember.

8. Eighth interrogatory on the part of the complainants.

Did you not have judgment issued upon the said judgment bond in New Jersey, and execution issued thereon? And were not that judgment and execution afterwards assigned by you to Charles W. Wharton, or some other member of the firm of E. M. Davis & Co. of Philadelphia? And if so assigned, for what consideration, and by whom? When? Where? And how paid to you? State the circumstances as nearly as you can recollect.

9. Ninth interrogatory on the part of the complainants.

If the consideration for the assignment of the said judgment and execution was the amount of the aforesaid note of David C. Urquhart and David W. Carrall, and Mr. Dudley's fees and costs was not the principal of said note paid you by the check of E. M. Davis & Co. and the interest thereon, and also Mr. Dudley's fees and costs paid or agreed to be paid, by said David C. Urquhart?

10. Tenth interrogatory on the part of the complainants.

What was the amount of the said interest, and fees and costs paid or agreed to be paid?

11. Eleventh interrogatory on the part of the complainants.

Did you not meet Mr. Urquhart by appointment at the office of Mr. Dudley, in Camden, on or about the tenth day of October, eighteen hundred and fifty-five, the day of the sheriff's sale of Bloomfield Cottage Farm? If so, did you arrive there before or after Mr. Urquhart? And if before, upon his arrival did not Mr. Urquhart hand to you a letter from E. M. Davis & Co. relative to the payment of the amount of said note? If such letter was handed to you, produce it, or a copy. If lost or destroyed, state its contents as nearly as you can remember.

12. Twelfth interrogatory on the part of the complainants.

Did Mr. Dudley on that occasion, before the arrival of Mr. Urquhart, state to you the amount of his fees and charges against

you? And after the arrival of Mr. Urquhart, did Mr. Dudley state the amount of them to him?

13. Thirteenth interrogatory on the part of the complainants.

Did Charles W. Wharton, on the day of the sheriff's sale of the Bloomfield Cottage Farm, after the sale was over, speak to you concerning the properties that had been struck off to him? If so, state what he said in reference thereto.

(Signed) P. L. VOORHEES,

Of Counsel with and Solicitor for Complainants.

APPROVED.

Cross-Interrogatories

To be administered to *Francis Lee*, on behalf of the defendants, E. M. Davis & Co.

First cross-interrogatory on the part of the defendants.

Do you know Ellis Pilling, and about how long have you known him? State the period as near as you can.

Second cross-interrogatory on the part of the defendants.

Do you reside in the city of Philadelphia, and for about what period of time have you resided there?

Third cross-interrogatory on the part of the defendants.

Are you acquainted with the reputations of David C. Urquhart and Ellis Pilling, for truth and veracity? If yea, what are their reputations, good or bad?

Fourth cross-interrogatory on the part of defendants.

In settling the suit of Stegman, Brothers & Co. was it not expressly agreed, that if the note for eight hundred and sixteen dollars, given by Mr. Urquhart and David W. Carrall, was not paid at maturity, that then the whole amount of the judgment given to you should be due and payable, and you should have the right to collect and make the whole amount of said judgment from said Urquhart?

Fifth cross-interrogatory on the part of the defendants.

Was not Mr. Dudley consulted (before the note and bond was given,) in reference to the settlement, and the amount for which the bond was to be given, and was not all the papers prepared by him?

Sixth cross-interrogatory on the part of the defendants.

Was the judgment bond given for the full amount of the original debt at Mr. Urquhart's instance? If not, at whose instance was it made for the full amount?

Seventh cross-interrogatory on the part of the defendants.

Did you not understand at the time that E. M. Davis & Co. agreed to advance you the eight hundred and sixteen dollars, that the judgment in your favor against Urquhart was to be as-

signed to E. M. Davis & Co. or some member of that firm, and that they were to stand in your shoes, so far as this judgment was concerned? And did you not understand this from Mr. Urquhart, as well as E. M. Davis & Co. And was not the judgment assigned with this understanding.

Eighth cross-interrogatory on the part of the defendants.

Was it not expressly understood and agreed at the time of the assignment of this judgment in your favor, that E. M. Davis & Co. were to stand in your place, and hold this judgment against David C. Urquhart, with the same privileges and rights, that you had, to make the whole amount of money due them, and did not Mr. Urquhart so understand it?

Ninth cross-interrogatory on the part of the defendants.

Was the advance of the money to you by E. M. Davis & Co. on account of this judgment, to be considered as in any manner paying or satisfying this judgment?

Tenth cross-interrogatory on the part of the defendants.

The note for eight hundred and sixteen dollars, given by Urquhart and Carrall, was it not drawn by Thomas H. Dudley, your attorney, and did it not remain in his hands, uncancelled, until after the judgment had been assigned to Charles W. Wharton for E. M. Davis & Co?

Eleventh cross interrogatory on the part of the defendants.

Was not the judgment assigned by you to Charles W. Wharton for E. M. Davis & Co. on or about the thirteenth day of October, eighteen hundred and fifty-five?

Twelfth cross-interrogatory on the part of the defendants.

Did you not understand Mr. Urquhart to say and admit at Mr. Dudley's office, the day the real estate was sold by the sheriff, and after you had consented to take the eight hundred and sixteen dollars, from E. M. Davis & Co. and assign your judgment to them, that this ten thousand dollar mortgage on the Bloomfield farm was a valid and subsisting mortgage, and had not been in any manner paid or satisfied, and that the whole amount for which it had been given, was due and owing on it?

Thirteenth cross-interrogatory on the part of the defendants.

Has not David C. Urquhart admitted to you that this mortgage of ten thousand dollars in Bloomfield was a valid mortgage, had not been paid or satisfied, and that the money E. M. Davis & Co. had paid Myers, Claghorn & Co. was on account of this mortgage, and that they had made the advance on it in good faith?

Fourteenth cross-interrogatory on the part of the defendants.

Did you attend the sheriff's sale of Urquhart's property on the 10th of October, 1855? If so, was you in such a position as to see Charles W. Wharton, during the sale, and did you notice him particularly, while the sale was going on, and did David C. Urquhart tell him what to bid, or give him any instructions while the sale was going on?

Fifteenth cross-interrogatory on the part of the defendants.

Please state the name of your firm, of whom it consists, your business, and where located?

Sixteenth cross-interrogatory on the part of the defendants.

Please state whether your firm, or you yourself, either hold, or

represent, in any manner, or have in your hands or control, any claim against the late firm of Parton, Horter & Co. or W. R. Gries & Co. or either of them? If yea, state the particulars of such claim, which you or your firm may have, or which you or your firm may represent, and how you represent it, and whether the same has been paid?

Seventeenth cross-interrogatory on the part of the defendants.

Has not David C. Urquhart called upon you and represented that in case this suit went in favor of the complainants, and against E. M. Davis & Co. that there would be some chance for the creditors of Parton, Horter & Co. or W. R. Gries & Co. or that they would be benefitted by it? If yea, please state about the time when he made this statement, and what he said in reference to it.

(Signed) THOS. H. DUDLEY,
Solicitor for Defendants.

A TRUE COPY.
THOS. S. ALLISON,
Clk. Ct. Errors, &c.

Depositions

Of a witness produced, sworn and examined on the eighth day of August, in the year of our Lord one thousand eight hundred and fifty-seven, at the office of George Sergeant, Esquire, in the city of Philadelphia and state of Pennsylvania, by virtue of a commission issued from the High Court of Chancery of the state of New Jersey, to George Sergeant, Esquire, of the city of Philadelphia aforesaid, for the examination of a witness in a certain cause depending in said court, wherein Henry Robinson and William H. Parsons are complainants, and Edward M. Davis, Jonathan P. Burton, Charles W. Wharton, David C. Urquhart and others, are defendants.

I, George Sergeant, the Commissioner named in the foregoing commission, having been duly sworn before Charles D. Freeman, an alderman of the city of Philadelphia, in the state of Pennsylvania, duly authorized to administer oaths and affirmations, do certify that the execution of the foregoing commission appears by the depositions hereto annexed.

GEORGE SERGEANT,
Commissioner.

Francis Lee, a witness named in the foregoing commission, being produced before me, and being duly sworn, according to law,

To the first interrogatory on the part of the complainants, saith:

I do know David C. Urquhart, one of the defendants named in the above named case; I have know him over ten years.

To the second interrogatory on the part of the complainants, saith:

I was acquainted with the firm of Stegman, Brothers & Co. I did for them sometime in the year eighteen hundred and fifty-four, procure Thomas H. Dudley, Esquire, attorney at law of Camden, New Jersey, to institute a suit for the said firm of Stegman, Brothers & Co. in New Jersey, against the said David C. Urquhart, upon a judgment of theirs against him, in the district court of the city of Philadelphia.

GEORGE SERGEANT, *Commissioner*,

To the third interrogatory on the part of the complainants, saith:

The said suit was afterwards settled, sometime in December, A. D. 1854. It was settled at Mr. Dudley's office, in Camden, by Mr. Dudley and myself. I received in settlement a note, a promissory note, dated November 1st, 1854, signed by David W. Carrall and David C. Urquhart, payable six months after date, for eight hundred and sixteen dollars, and also a judgment bond for about seventeen hundred and sixty-three dollars, in my name, given by David C. Urquhart. The promissory note was given in compromise of the debt, and in case it was not paid at maturity I was to have the liberty of making the whole amount of the judgment bond, which was the real amount of indebtedness.

To the fourth interrogatory on the part of the complainants, saith:

After consultation with Mr. Dudley, at his office in Camden, the terms of settlement were agreed upon between Mr. Urquhart and myself, in Philadelphia, and were afterwards carried out at Mr. Dudley's office in Camden.

To the fifth interrogatory on the part of the complainants, saith:

I received the promissory note and judgment bond as set out in my answer to the third interrogatory on the part of the complainants, but at whose suggestion the judgment bond was given I cannot now recollect.

To the sixth interrogatory on the part of the complainants, saith:

The fees and costs of the Jersey suit were agreed to be paid by David C. Urquhart, the amount of which I took no note, and do not now recollect.

To the seventh interrogatory on the part of the complainants, saith:

Previously to the settlement, David C. Urquhart did make representations to me, touching the amount of incumbrances upon his Bloomfield farm in New Jersey. He stated to me that there were mortgages against the farm held by Mrs. Hall, Captain Mickle, and Myers, Claghorn & Co. amounting to some fifteen or sixteen thousand dollars. The mortgage of Myers, Claghorn & Co. he stated was about ten thousand dollars.

To the eighth interrogatory on the part of the complainants, saith:

I had judgment issued upon the said judgment bond in New Jersey, and execution issued thereon. This judgment and execution were afterwards, on the 13th of October, A. D. 1855, assigned by me to Charles W. Wharton, for the check of E. M. Davis & Co. for eight hundred and sixteen dollars, payable on the 15th November. A. D. 1855. The assignment took place at the office of Mr. Dudley, in Camden. They were also to pay all costs and expenses of this suit.

To the ninth interrogatory on the part of the complainants, saith:

The consideration for the assignment of said judgment and execution, was eight hundred and sixteen dollars, paid to me by check of E. M. Davis & Co. the payment of all fees, costs and expenses to Mr. Dudley, and the interest on the note, which Mr. Urquhart agreed to pay me afterwards. I do not know that E. M. Davis & Co. had any knowledge of the existence of this note of eight hundred and sixteen dollars when the assignment of said judgment and execution was made.

To the tenth interrogatory on the part of the complainants, saith:

The amount of the said interest was about twenty-seven dollars, and the fees and costs were one hundred dollars.

To the eleventh interrogatory on the part of the complainants, saith:

I met Mr. Urquhart at Mr. Dudley's office, on the tenth day of October, A. D. 1855, by appointment, the day of the sheriff's sale of the Bloomfield Cottage Farm; during the forenoon of said day I met him at Mr. Dudley's office several times, but I do not recollect whether I arrived there before or after Mr. Urquhart. During the morning of said day, Mr. Urquhart handed me a note from E. M. Davis & Co. relative to the purchase of said judgment, and execution. In this note they offered to give me for said judgment and execution their check for eight hundred and sixteen dollars, payable the 15th November, A. D. 1855. This was the contents of said note. I do not know what became of said note, and cannot therefore produce it.

To the twelfth interrogatory on the part of the complainants, saith:

Mr. Dudley during the morning stated to me the amount of his fees and charges, and afterwards stated the amount of his fees and charges to Mr. Urquhart.

To the thirteenth interrogatory on the part of the complainants, saith:

Charles W. Wharton, after the sheriff's sale of the Bloomfield Cottage Farm, made some casual remarks to me with reference to the properties he had purchased, the particulars of which I do not now remember.

To the first cross-interrogatory on the part of the defendants, saith:

I know Ellis Pilling, and have known him for five or six years.

To the second cross-interrogatory on the part of the defendants, saith:

I reside in the city of Philadelphia, and have resided there about fifteen years.

To the third cross interrogatory on the part of the defendants, saith:

I am acquainted with the reputations of David C. Urquhart and Ellis Pilling, for truth and veracity. I consider their reputations bad for truth and veracity.

To the fourth cross-interrogatory on the part of the defendants, saith:

It was so understood as set out in this interrogatory.

To the fifth cross-interrogatory on the part of the defendants, saith:

Mr. Dudley was consulted before the note and bond were given, in reference to the settlement, and the amount for which the bond was to be given, and all the papers were prepared by him.

To the sixth cross-interrogatory on the part of the defendants, saith:

I do not remember at whose instance the judgment bond was given for the full amount of the original debt.

To the seventh cross-interrogatory on the part of the defendants, saith;

It was so understood as set out in this interrogatory.

To the eighth cross-interrogatory on the part of the defendants, saith:

It was expressly understood by me as set out in this cross-interrogatory, and I suppose that Mr. Urquhart so understood it.

To the ninth cross-interrogatory on the part of the defendants, saith:

The advance of the money to me by E. M. Davis & Co. on account of this judgment, I did not in any manner consider as paying or satisfying this judgment.

To the tenth cross-interrogatory on the part of the defendants, saith:

The note for eight hundred and sixteen dollars, given by Urquhart and Carrall, was drawn by Thomas H. Dudley, and I suppose remained in his hands uncancelled, until after the judgment had been assigned to Charles W. Wharton for E. M. Davis & Co.

To the eleventh cross-interrogatory on the part of the defendants, saith:

The said judgment was assigned by me to Charles W. Wharton, on the thirteenth day of October, 1855.

To the twelfth cross-interrogatory on the part of the defendants, saith:

I did understand Mr. Urquhart to say and admit, at Mr. Dudley's office, the day the real estate was sold by the sheriff, previous to the sale, but whether after I consented to take the eight hundred and sixteen dollars from E. M. Davis & Co. I cannot say; that the ten thousand dollar mortgage on the Bloomfield farm was a valid and subsisting mortgage, and had not been in any manner paid or satisfied, and that the whole amount for which it had been given, was due and owing on it.

To the thirteenth cross-interrogatory on the part of the defendants, saith:

I answer this cross-interrogatory in the affirmative.

To the fourteenth cross-interrogatory on the part of the defendants, saith:

I did attend the sheriff's sale of Urquhart's property, on the 10th day of October, 1855, and I was in such a position as to see Charles W. Wharton during the sale, and did notice him during the sale; but do not recollect seeing Urquhart tell him what to bid, or gave him any instructions while the sale was going on.

To the fifteenth cross-interrogatory on the part of the defendants, saith:

The name of my firm is Lee & Beare. It consists of myself and William H. Beare. Our business consists of the importation and sale of lace goods, embroideries and white goods. Our place of business is 230, Chesnut street, in the city of Philadelphia.

To the sixteenth cross-interrogatory on the part of the defendants, saith:

Neither myself or my firm own any claim against the firm of Parton, Horter & Co. or W. R. Gries & Co. Each of these late firms owe the late firm of Stegman, Britton & Co. about fifteen hundred dollars, which in a measure I represent and control. These claims are in notes, and have not been paid. I was formerly the agent of Stegman Britton & Co. in Philadelphia, and have since attended to the settlement of their business in Philadelphia.

To the seventeenth cross-interrogatory on the part of the defendants, saith:

In the latter part of June, A. D. 1857, or the early part of July, of this year, David C. Urquhart met me at my store door, and stated to me that in case this suit was decided in favor of the complainants and against E. M. Davis & Co. that developments would be made that might benefit the creditors of Parton, Horter & Co. and W. R. Gries & Co.

(Signed) FRANCIS LEE.

Sworn to and subscribed before me, at my office, in the city of Philadelphia, on the eighth day of August, A. D. 1857.

GEORGE SERGEANT, [L. S.]
Commissioner.

A TRUE COPY.
WM. M. BABBITT, *Clerk.*

Exhibits of Complainants.

EXHIBIT No. 1.

Copy of Note of Urquhart & Co. to Robinson & Co.

$905.48. Philadelphia, July 25th, 1851.

Six months after date we promise to pay to the order of Henry Robinson & Co. nine hundred and five 48-100 dolls. without defalcation for value received.

No. 566, due Jan. 25–28, '52. URQUHART & CO.

Endorsed—H. Robinson & Co.

EXHIBIT No. 2.

Copy of Note, Same to Same.

$905.47. Philadelphia, August 10th, 1851.

Sixth months after date we promise to pay to the order of Hy Robinson & Co. nine hundred and five 47-100 dolls. without defalcation for value received. URQUHART & CO.

No. 567, due Feb. 10–13, '52.

Endorsed—H. Robinson & Co.

EXHIBIT No. 3.

Copy of Note, Urquhart & Co. to their own order.

$1269.56. Philadelphia, June 2d, 1851.

Eight months after date we promise to pay to the order of ourselves, for merchandize from S. A. Cochrane & Co. twelve hundred and sixty-nine 50-100 dolls. without defalcation for value received.

URQUHART & CO.

No. 550, Feb. 2–7.

Endorsed—Urquhart & Co. S. A. Cochrane.

EXHIBIT No. 4.

Copy of Note, Same to S. A. Cochrane & Co.

$760.19. Philadelphia, Sept. 1st, 1851.

Six months after date we promise to pay to the order of S. A. Cochrane & Co. seven hundred and sixty 19-100 dolls. without defalcation for value received. URQUHART & CO.

No. 560, due March 1–4, '52.

Endorsed—S. A. Cochrane & Co.

EXHIBIT No. 5.

Copy of Note, Same to Same.

$405.35. Philadelphia, Oct. 1st, 1851.

Six months after date we promise to pay to the order of S. A. Cochrane & Co. four hundred and five 35-100 dolls. without defalcation for value received. URQUHART & Co.

No. 598, due April 1–4, '52.

Endorsed—Urquhart & Co. S. A. Cochrane & Co.

EXHIBIT No. 6.

Exemplification of Judgment in Camden Circuit Court, Robinson *vs.* Urquhart & Co.

EXHIBIT No. 7.

Exemplification of Judgment, H. Robinson *vs.* D. C. Urquhart, in Camden Circuit Court.

EXHIBIT No. 8.

Exemplification of Judgment of John James Smythe *vs.* D. C. Urquhart in Supreme Court.

EXHIBIT No. 9.

Exemplification of Judgment of Francis Lee *vs.* D. C. Urquhart.

EXHIBIT No. 10.

Bond and Warrant, D. C. Urquhart to John W. Mickle, Esq. for $2100, dated March 25, 1853.

EXHIBIT No. 11.

Mortgage bearing same date with Bond to secure said sum of $2100.

EXHIBIT No. 12.

Assignment of said Bond and Mortgage for $2100, by John W. Mickle, to Henry Robinson and William H. Parsons.

EXHIBIT No. 13.

Deed of Marriage Settlement, Mr. and Mrs. Hall, to John M. Kaighn.

EXHIBIT No. 14.

Deed, Sheriff Tatem to C. W. Wharton, dated October 20, 1855, for Bloomfield Farm.

EXHIBIT No. 15.

Sale Book, Sheriff Tatem.

EXHIBIT No. 16.

Copy of Check, E. M. Davis & Co. to C. W. Wharton.

No. Philadelphia, 4th mo. 29th, 1857.

Bank of North America pay to C. W. Wharton or order, seven hundred and ninety dollars.

$790. E. M. DAVIS & CO.

Endorsed—Pay to the order of Willliam P. Tatem,
CHAS W. WHARTON.

EXHIBIT No. 17.

Copy of Check, Davis, Burton & Co. to C. W. Wharton.

No. Philadelphia, 5th mo. 9th, 1857.

Bank of North America pay to C. W. Wharton or order, forty-seven hundred and sixty-four 44-100 dollars.

$4764.44. DAVIS, BURTON & CO.

Endorsed—Pay to the order of W. P. Tatem.
CHAS. W. WHARTON.

EXHIBIT No. 18

Copy of Account, Urquhart & Co. with H. Robinson & Co.

EXHIBIT No. 19.

Receipt, Myers, Claghorn & Co. to E. Pilling, dated January 10, 1854, enumerating collaterals for loan of $10,000.

Received of Ellis Pilling, the following described securities, as collateral for his notes, dated January 10, 1854, at mos. for ten thousand dollars, the same having been received for our notes advanced to him for his accommodation for like amount, viz: mortgage of D. C. Urquhart to Jno B. Myers, on Bloomfield farm, Camden Co. N. Jersey, for ten thousand dollars, and W. R. Gries and Harry Parton, mortgage to John B. Myers, for five thousand, the same having been transferred by them to John Kater, and by the said Kater to John B. Myers, and the following notes, viz:

Tillotson Janney,	Oct. 18	6 mo.	$ 66,70	
James L. Walker,	" 10	"	139,68	
Ramage & McQuiston,	Sep 15,	6 mo.	376,10	rec'd Ap. 10
J. D. Williams,	" 17,	"	135,99	
Eby, Howe & Co.	" 21,	"	71,24	
W. Burton,	" 27,	"	433,08	
Baker & Funk,	" 29,	"	174,69	
Yerby, Tebbs & Yerby,	" 27,	"	812,30	
E. M. & D. Colestock,	" 26,	"	104,10	rec'd March 2, '54
A. Tate,	" 20,	"	356,08	
S. J. Mays,	July 29,	"	121,50	
John Jameson,	Oct. 28,	4 mo.	280,25	
A. Tate,	Sep. 20,	5 "	354,31	
McEllinson & Simpson,	Aug. 8,	6 "	47,12	
Mary McClelland,	Dec. 1,	2 "	85,32	
J. F. McComas,	Nov. 4,	90 dys.	100,00	
Lydia Andrews,	Oct. 13,	4 mo.	516,00	
H. Rothschild,	Sep. 3,	6 "	109,50	
John Jameson,	Oct. 28,	5 "	280,74	
M. DeYoung,	Nov. 22,	4 "	309,37	
Robt. Jackson,	" 1,	4 "	136,00	
Randall Kent,	Oct. 28,	6 "	154,60	
Mary Duncan,	" 3,	6 "	123,66	
John B. Lampton,	" 3,	6 "	227,25	
Lydia Andrews,	" 13,	6 "	215,99	
M. & Emsly Simpson,	Nov. 22,	6 "	70,17	
R. Brice Hall,	" 18,	6 "	98,68	
Thomas Morgan,	" 28,	6 "	700,91	
E. Pilling,	" 23,	16 "	2500,00	

EXHIBIT No. 20.

Bond, D. C. Urquhart to J. B. Myers, dated Dec. 27, 1853, for $10,000.

EXHIBIT No. 21.

Brief description of Bloomfield Cottage Farm:

Being all that part of land and premises called and known as "Bloomfield Farm," situate in the township of Delaware, county of Camden and state of New Jersey, fronting upon the road leading from Camden to Ellisburg, adjoining lands now or late Barton's and Volan's, bounding upon a water course known as "Cherry Run," containing one hundred and eight acres and eighty-seven hundredths of an acre of land, formerly the property of John W. Mickle and others, who conveyed the same to David C. Urquhart, by deed dated March 25, 1836, being the same premises which said David C. Urquhart and Anna E. his wife, mortgaged to John B. Myers, for the sum of ten thousand dollars, by deed dated the 27th day of December, A. D. 1853, which said mortgage was duly assigned and set over to E. M. Davis & Co.

EXHIBIT No. 22.

Copy of Order of E. Pilling to Myers, Claghorn & Co. to assign Mortgages:

Messrs. Myers, Claghorn & Co.

Gentlemen:—Upon Mr. D. C. Urquhart's paying forthwith or procuring to be paid to you the sum of $10,500, you are hereby authorized and requested by me to assign and transfer unto him or to any person or persons who shall advance or pay the aforesaid sum to you, the following securities now held by you as collateral to secure the balance of your account against me, viz:

1. Bond and mortgage of D. C. Urquhart to your J. B. Myers on Bloomfield Farm for $10,000.

2. Bond and mortgage of D. C. Urquhart to your J. B. Myers, on lot on Bockius' avenue, Camden Co. New Jersey, for $5000.

3. Bond and mortgage of Gries & Parton to John Cater, assigned to your J. B. Myers, on Lot on 5th St. below Monroe or Norris St. for $5000.

4. Bond and mortgage, Washington Horter to your J. B. Myers, on Lot on 5th St. below Monroe or Norris St. for $2000.

And I do consent and agree that you shall hold all the other collaterals by me assigned to or deposited with you of whatever nature or description, to secure you the balance due to you on your account with me after crediting the said sum of $10,500, which balance, after deducting such credit of $10,500, when paid will amount to $4723 90-100 on this date. Yours truly,

Four thousand seven hundred and twenty-three 90-100 dolls.

Yours Respy,

(Signed) E. PILLING,

Phil. Oct. 5. '55.

EXHIBIT No. 23.

Copy of Assignment of Mortgages to E. M. Davis.

Know all men by these presents, that I, John B. Myers, of the

city of Philadelphia, auctioneer, for good and valuable considerations to me paid by Edward M. Davis of the said city, merchant, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred, and set over, and hereby do grant, bargain, sell, assign, transfer and set over unto the said Edward M. Davis, his heirs, executors, administrators and assigns, the two several hereinafter specified indentures of mortgage, respectively made to me by David C. Urquhart and wife. That is to say, one of them of certain premises situate in Delaware township, in the county of Camden and state of New Jersey, known as the "Bloomfield Farm," to secure the payment of a principal sum of ten thousand dollars, and the interest thereof, dated the twenty-seventh day of December, A. D. 1853, and recorded in the clerk's office of said county of Camden. in Book F. of mortgages, page 276, and the other of them of certain premises situate on Bockius' avenue, in Delaware township aforesaid, to secure the payment of a principal sum of $5000 and the interest thereof, dated the eleventh day of July, A. D. 1854, and recorded in the office and book aforesaid, page 314, &c. and also, the bond or obligation in each of the said mortgages mentioned and recited, and all monies, both principal and interest, due and to grow due thereon respectively, and the warrants of attorney to confess judgment to each of the said obligations annexed, and all my estate, right, title and interest in and to the said mortgaged premises, to have and to hold all and singular the premises hereby granted and assigned or mentioned, so to be, with the rights, remedies, incidents and appurtenances, unto the said Edward M. Davis, his heirs, executors, administrators and assigns, to and for his and their only proper use, but *nevertheless, without recourse to or reclamation upon me in any event or upon any contingency whatever.* In witness whereof I have hereunto set my hand and seal this twenty-sixth day of September, in the year of our Lord, one thousand and fifty-five, 1855.

(Signed) JOHN B. MYERS,

Sealed and delivered in the presence of
JAMES B. FREEMAN,
EDWARD G. WOOD.

State of Pennsylvania, city and county of Philadelphia.

On the twenty-eighth day of September, A. D. 1856, before me George Sergeant, a commissioner, resident in the city of Philadelphia, duly appointed by the governor of the state of New Jersey, to take the acknowledgment of deeds, &c. to be used or recorded therein, personally appeared John B. Myers, to me known to be the person named in and who executed the foregoing instrument of writing or conveyance, and having first made known to him the contents thereof, he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed. Acknowledged before me the day and year aforesaid.

(Signed) GEORGE SERGEANT.
Commissioner for New Jersey.

EXHIBIT No. 24.

Copy of Pilling's Receipt, 14 Jan. 1854.

Received January 14, 1854, of Myers, Claghorn & Co. their notes dated this day at six months, for ten thousand dollars advanced to me for my accommodation and as security for said advance have delivered to them the following securities, viz: mortgage of D. Urquhart to John B. Myers, on Bloomfield Farm, Camden county, N. J. for ten thousand dollars, also, transfer of mortgage for $5000 by John Kater to John B. Myers, together with twenty-nine notes amounting to $8792.50. E. PILLING.

EXHIBIT No. 25.

Copy of Letter of J. P. Burton to D. C. Urquhart.

D. C. Urquhart,

Dear Sir:—I have yours of August 9th, and noted your settlement with P. has amounted to about as much as I expected; how did Myers appear? Did he show any feeling on either side as far as you could perceive? "Your conclusion to demand an account of your transactions" seems to be the only course left for you. I positively do not see anything but *masterly inactivity;* don't you move an inch, no matter what he, P. does; you have possession. The only difficulty in your way as far as I understand your affairs, is some funds to use immediately. I have the disposition, but you know as well as I do, that I am so far in that it is impossible for me to go any farther without I was secure beyond a doubt in the end. I am willing to do anything in reason, but the question is, "what can be done?" I think Myers will agree to place the securities in our hands, provided we agree to pay the amount he has advanced. I am sorry to say I am compelled to go away so soon, but hope we can arrange everything, so that they will work smoothly and legally before I start. I now think I shall not be in Philadelphia later than the 20th of August, as I think I shall take the steamer of the 22d. Whatever you wish me to do have prepared immediately. Write me on receipt of this; I will help you all in my power, but of course feel that I must not risk any more, but save a portion of the old claim. Don't you think we had better employ *Phillips*, you must have good counsel; and don't pay to anything Pilling may say or do. Yours truly,

J. P. BURTON.

EXHIBIT No. 26.

Copy of Agreement between Urquhart and Burton.

Agreement made Augt. 21st, 1855, between D. C. Urquhart and J. P. Burton.

Urquhart to have released or transferred to J. P. Burton the two mortgages on Kensington ground for seven thousand dollars.

Burton to transfer or release all claims against Urquhart, Wm. R. Gries, Wm. R. Gries & Co. Parton, Horter & Co. & Washington Horter, also settle with Francis Lee for his claim against Urquhart, and should it be deemed proper for securing any part of the above claims to dispose of Urquhart's property in New Jersey, Burton will allow him, Urquhart, the privilege of re-selling said property

for his own benefit after complying with the above terms regarding the Kensington mortgage.

J. P. BURTON,
D. C. URQUHART.

Witness present, Wm. R. Gries.

EXHIBIT No. 27.

Copy of Mutilated Letter, Burton to Urquhart.

* * * * * * York, May * * * *

Sir :—You on Mond * * * met * * * said that you * * * told * * * at you * * * Wharton said he would not pay th * taxes on the Jersey property. Why did you not tell me so. Of course Wharton would have done it had he understood it.

How much were the taxes? I thought they were only a few dollars.

Now what prospect have you of getting your bill through the legislature; it appears to me you will only spend your money for nothing, if the opposition is so great as you say. I of course believe * * * is the best course to ta * * to get * * * * price for the properti * * * * I as * * * * * our to hear of you * * * an * * * * willing to m * * * * ex * * * * you in any * * * * * * l * * * at has been * * * * to be resp * * * your * * *

Sat * * * although * * * * * * * you are * * * * * * * and * * * * * * on that * * * * * * * * succeed * * * * * not wish * * * * a and * * now your * * * * * * as good * * * probably he * * * * but * * were of some * * * * liticians * * * not worth much * * * known draw on me for $5 * * * if you are in want of it, Urquhart you know I do not care for thirty dollars, and I know that it won't go far. What I mean is, you must be aware that it is not in my power to continue these advances. I have a large amount with my brothers, yet all these things make me poorer than I should like everybody to know. I don't spend as much on my family as wh * * * I was in the retail business * *

* * uly, * * * * * * * * *

EXHIBIT No. 28.

Copy of Memorandum made by Pilling during examination.

"$22,000 handed over to Davis."

EXHIBIT No. 29.

Copy of Letter, J. P. B. to D. C. Urquhart, without date.

D. C. Urquhart :—

You will oblige me by informing me before 4 o'clock, P. M. if the stock of goods will be delivered to-day; if not to-day state the time that you believe they can be delivered.

Yours, &c. J. P. B.

EXHIBIT No. 30.

Mortgage, D. C. Urquhart, et. ux. to J. B. Myers $5000, Brickyard.

EXHIBIT No. 31.

Bond, Same to Same, for above amount.

EXHIBIT No. 32.

Assignment of $10,000 and $5000 Mortgages by J. B. Myers to E. M. Davis & Co.

EXHIBIT No. 33.

Copy of Assignment of Mortgages, &c.

Know all men by these presents, that I, *John B. Myers*, of the city of Philadelphia, auctioneer for, and in consideration of the sum of seven thousand dollars to me paid by Jonathan P. Burton, of the said city, merchant, the receipt whereof is hereby acknowledged, *have* granted, bargained, sold, assigned, transferred and set over, and hereby *do* grant, bargain, sell, assign, transfer and set over unto the said Jonathan P. Burton, his heirs, executors, administrators and assigns, the two several hereinafter specified indentures of mortgage, that is to say, *one* of them, made by William R. Gries and Harry Parton to John Kater, to secure the payment of a principal sum of five thousand dollars, and the interest thereof, dated the tenth day of January, 1854, and recorded at Philadelphia, in Mortgage Book, T. H. No. 44, page 396, &c. and which mortgage, the said John Kater, by endorsement thereon, dated the twenty-fifth day of the same January, and recorded in the same book aforesaid, page 398, &c. granted and assigned to me; and the *other* of them made by Washington Horter to me to secure the payment of a principal sum of two thousand dollars, and the interest thereof, dated the twenty-second day of September, 1854, and recorded at Philadelphia, in Mortgage Book T. H. No. 64, page 121, &c; and all my estate, right, title and interest in and to the hereditaments and premises in and by the said mortgages respectively described and granted, with the appurtenances; and also, the bond or obligation in each of the said mortgages respectively recited, and all monies, both principal and interest, due and to grow due thereon, and the warrant of attorney to confess judgment to the said obligations respectively annexed. To have and to hold all and singular, the premises hereby granted and assigned or mentioned so to be with the remedies incidents and appurtenances unto the said Jonathan P. Burton, his heirs, executors, administrators and assigns, to and for his and their only proper use and behoof forever. But nevertheless, without recourse or reclamation upon me in any event or upon any contingency whatever. In witness whereof I have hereunto set my hand and seal, this twenty-sixth day of September, in the year of our Lord, one thousand, eight hundred and fifty-five (1855.)

(Signed) JOHN B. MYERS. [SEAL]

Sealed and delivered in the presence of
JAMES B. FREEMAN,
EDWARD G. WOOD,

The twenty-sixth day of September, A. D. 1855, before the subscriber, an alderman of the city of Philadelphia, personally came John B. Myers, and acknowledged the above written deed of assignment to be his act and deed, and desired that it may be recorded as such. Witness my hand and seal the day and year aforesaid.

JAMES B. FREEMAN, [SEAL.]
Alderman.

EXHIBIT No. 34.

Bond, W. R. Gries and H. Parton to J. Kater, for $5000, January 10, 1854.

EXHIBIT No. 35.

Brief description of the Kensington Property, mortgaged by Wm. R. Gries and Harry Parton to John Kater, to secure the payment of $5000, by deed dated the 10th day of January, 1854,

Being all that certain lot of ground situate on the east side of Delaware Fifth street, in Kensington in the city of Philadelphia, being 220 feet ten and a half inches front on Fifth street, adjoining lands of Philip S. Wager and Juliana Wager.

And also all that certain lot of ground situate on the east side of the Germantown road, in Kensington aforesaid, having a front of about seventeen feet on Wager street, and a depth of 185 feet six inches and a fraction. Being the same two lots of ground which John McDowell, et al, conveyed to said Gries and Parton, by deed dated 8th June, 1853, which mortgage above mentioned was duly assigned and set over to E. M. Davis & Co. as will appear by reference to Exhibit 23 on part of complainants in this cause. Endorsed on said mortgage: "$849 78-00 paid on account of this mortgage by Sheriff Magee.

(Signed) T. D. SMITH, for Sheriff.

EXHIBIT No. 36.

Bond, Wash. Horter to John B. Myers, for $2000 on the Kensington Property.

EXHIBIT No. 37.

Mortgage, Same to Same, to secure the same.

EXHIBIT No. 38.

Deed, J. W. Mickle, et al, to D. C. Urquhart for Bloomfield Farm, March 25, 1853.

EXHIBIT No. 39.

Copy of Check E M Davis & Co to Francis Lee.

On 11th mo. 15th. Philadelphia, 10th mo. 13th, 1855.

Farmers and Mechanics Bank pay to Francis Lee or order, eight hundred and sixteen dollars.

$816. E. M. DAVIS & CO.

Endorsed—Francis Lee.

EXHIBIT No. 40.

Copy of Check E. M. Davis & Co. to Th. H. Dudley.

No. 1993. Philadelphia, 10th mo. 11th, 1855.

Bank of North America pay to Thomas H. Dudley or order, four hundred and fifty dollars.

$450. E. M. DAVIS & CO.

Endorsed—Th H Dudley.

EXHIBIT No. 41.

Order, D. C. Urquhart on Wharton, in favor of J. R. Jaffray & Son, Feb. 2, 1856, $1500.

EXHIBIT No. 42.

Release, D. C. Urquhart, et ux, to Chas. W. Wharton, Oct. 31, 1855.

EXHIBIT No. 43.

Ledger of H. Robinson & Co.

EXHIBIT No. 44.

Day Book, No. 1, of H. Robinson & Co.

EXHIBIT No. 45.

Day Book, No. 2, of H. Robinson & Co.

EXHIBIT No. 46.

Day Book, No. 13, of H. Robinson & Co.

EXHIBIT No. 47.

Day Book, No. 14, of H. Robinson & Co.

EXHIBIT No. 48.

Extracts from E, M. Davis & Co.'s Journal, viz.:

Page 82.

Mortgage acct. Dr. to J. P. Burton,

Mortgage on Bloomfield Farm, N. J.	$10 000
" Brick Yard adjoining,	5 000
" Lot on Morris and 8th streets, Kensington,	7 000
	$22 000

Page 76.

516½, 1855, 11 mo. 15, D. C. Urquhart ch'k Francis Lee $816.

Page 79.

1855. J. P. Burton, Dr.

11 mo. 30. To D. C. Urquhart, balance of acct. $11,830,97.

Page 65.

516½, 1855, 10 mo. 11, D. C. Urquhart pd. Duncan $514,97.

EXHIBIT No. 49.

Extracts from E. M. Davis & Co.'s Ledger.

Page 436.

Dr	Mortgage acct.	Cr
1855, 11 mo. 30.	To J. P. Burton, 82	$22,000.

From Ledger, page 9.

1855. J. P. Burton, Dr.

11 mo 30. To D C Urquhart, 79, $11,830,97.

Cr.

1855, 11 mo 30. By mortgage acct, 82, $22,000 00.

EXHIBIT NO. 50.

Extracts from Cash Book of E. M. Davis & Co., acct. 82, $22,000.00.

1855, 10 mo. 11. By D. C. Urquhart pd. Duncan, $514.97.
11 mo. 15. D. C. Urquhart chgd. Francis Lee, $816.00.

EXHIBIT No. 51.

Bill Book E. M. Davis & Co.

EXHIBIT No. 52.

Check Book E. M. Davis & Co.

EXHIBIT No. 53.

Receipt Book E. M. Davis & Co.

EXHIBIT No. 54.

Ledger 2, H. Robinson & Co.

EXHIBIT No. 55.

Journal, H. Robinson & Co.

EXHIBIT No. 56.

Copy of Ledger, H. Robinson & Co.

EXHIBIT No. 57.

Receipt, Davis, Burton & Co. to D. C. Urquhart window shutters.

EXHIBIT No. 58.

Copy of Letter from D. C. Urquhart to John B. Myers.

Phil., July 2, 1855.

Messrs. Myers, Claghorn and Co.
and John B. Myers.

Dr. Sir:—I hereby notify you that the mortgages and other securities held by you as collateral for advances made to me through Ellis Pilling for account of various parties are to be retained in your possession.

Having offered to settle accounts with Mr. Pilling on which the securities were given, I find him disinclined to come to any settlement, for reasons which he conceals. Consequently, no value can attach to the mortgages &c. above referred to.

(Signed) DAVID C. URQUHART.

EXHIBIT No. 59.

Copy of Letter from J. P. Burton to D. C. Urquhart.

New York, February 19th, 55.

Mr Urquhart.

Dr Sir: I have written to E M D, and have endeavored to explain things to him as well as I can, and I have told him that you would call on him.

Yonrs truly,

J P BURTON.

EXHIBIT No. 60.

Copy of Letter from J P Burton to D C Urquhart.

New York, Feb. 22, 1855.

D C Urquhart.

Dear Sir:—I received yours and Pillings of the 19th. I did not answer them immediately, because I had told you to call on Mr Davis: he understands the whole business, and I am willing to do anything that he agrees to, and is satisfied with. I supposed you would see him before this, but I received a letter from him this morning saying you had not called. Mr D can say and do all that I could do in this case, and I told you that I would not make any arrangements that he was not satisfied with; therefore it would be useless for you to go on until he has seen you and understands this matter: and the fact is, I have not the time. You are aware that I am expected to give my whole time to our business at this season of the year. If Mr Davis writes me to send the notes I will do it. If you call on Mr D, I feel certain that he can make some arrangement that will be satisfactory to you and M C & Co. I cannot see why it cannot be done through him as well as any one else: it will be certain to be done straight, and what he agrees to is certain to be done. All you ask is for the money to go to Myers to be applied towards the amount they have advanced, and of course Myers requires security that they are satisfied with before they release the goods. This I feel certain Mr D can arrange. I have lost so much time over this that I am not willing to spend any more until I feel certain something can be done.

Yours, &c. J P BURTON.

EXHIBIT No 61,

Plan of Kensington Lots.

EXHIBIT No 62,

Map of Philadelphia and Plan of Kensington Lots.

EXHIBIT No. 63.

Copy of a letter from J. P. Burton to D. C. Urquhart.

Philadelphia, April 14, 1856.

Mr. D. C. Urquhart.

Dear Sir:—Mr. Wharton and Mr. Davis are of the opinion, that the buildings on the Bloomfield property should be insured. You of course cannot have any objection, but I wish you would call and see Wharton about it; he will probably have it done this week. I wish you would write to me in N. Y. and let me know whether your company is working satisfactorily or not. I had intended to call over and see you to-day, but was afraid you were not at home. Will you be in Camden next Sunday or Monday. I will meet you in Camden next Sunday at 11 o'c. P. M. if you feel disposed. Please let me know if it will suit you. Direct care of our house, N. Y. Yours truly,

J. P. BURTON.

Superscribed, D. C. Urquhart, Bloomfield villa, New Jersey.

EXHIBIT No. 64.

Deed, D. C. Urquhart, et ux. to James P. Michellon, Sept 5, 1855.

EXHIBIT No. 65.

Letter, Lee and Beare to A. Browning, June 10, 1857.

EXHIBIT No. 66.

Exemplification of W. R. Gries et al. *vs.* Marter, judgment $5000.

EHHIBIT No. 67.

Book of Original Entries, E. Pilling.

EXHIBIT No. 68.

Ledger of E. Pilling.

EXHIBIT No. 69.

Copy of Receipt, D. C. Urquhart to E. Pilling, Nov. 23, 1853.

Dated Nov. 23, 12 mo. Philadelphia, Nov. 23, 1853.

Received from E. Pilling his notes date at above date, one at 12 mos. and the others at 16 mos. for twenty-four hundred each, which is in full for all balance due by him to me this date.

D. C. URQUHART.

EXHIBIT No. 70.

Journal of E. Pilling.

EXHIBIT No. 71.

Bank Book, E. Pilling.

EXHIBIT No. 72.

Account Current, Myers, Claghorn & Co. and E. Pilling.

EXHIBIT No. 73.

Order, B. W. Cooper to B. Browning to deliver Deed.

EXHIBIT No. 74.

Bond, J. T. Grenilds to B. H. Pitfield for $825, August 9, '53.

EXHIBIT No. 75.

Mortgage, Same to Same, to secure above Bond and Assignments.

EXHIBIT No. 76.

Bond, J. Grenilds to B. H. Pitfield, for $825, Aug. 9, '53.

EXHIBIT No. 77.

Mortgage, Same to Same, to secure above bond and assignment.

EXHIBIT No 78,

Copy of Urquhart's acct from Ledger No. 2, of H. Robinson & Co.

EXHIBIT No 79,

Copy of Book of E. H. Saunders.

EXHIBIT No 80,

Account Current, E. Pilling with Myers, Claghorn & Co.

EXHIBIT No 81,

Power of Attorney, W. R. Gries & Co. to David C. Urquhart.

EXHIBIT No 82,

Copy of Account, E. Pilling with Myers, Claghorn & Co. from Ledger.

EXHIBIT No 83,

Extract from Bank Blotter, No. 9.

For collection Western Bank, due July, 1854.

No. 4128, E. Pilling, due 13th July		$2,500
" 4129, "	13 "	2,500

For collection Philadelphia B'k, due July, 1854.

No. 4127, E. Pilling, due 13th July,	$2,500

For collection Mechanics' Bank, due July, 1854.

No. 4126, E. Pilling, due 13th July,	$2,500

EXHIBIT No 84,

Disposition of the Collateral notes received by Myers, Claghorn & Co. of E. Pilling, Jany. 14, 1854.

Thos. Morgan,	700 91	Col'd and proceeds paid E. Pilling.
R. B. Hall,	98 68	" " " "
E. Simpson,	70 17	Ret'd E. Piling, June, 7, 1854.
L. Andrews,	215 99	" " " 7, "
J. B. Lampton.	227 25	" " " 7, "
J. L. Mays,	121 50	" " Feb. 7, "
M. McClelland,	85 32	" " June 7, "
J. F. McCormac,	100	Col'd and proceeds paid E. Pilling.
Wilkinson & S.	47 12	" " " "
L. Andrew,	216	Ret'd E. Pilling, June 7, 1854.
A. Tate,	354 31	Col'd and proceeds paid E. Pilling.
J. Jamieson,	280 25	" " " "
R. Jackson,	136 54	" " " "
H. Rockhill,	109 50	" " " "
Ramage & Q.	376 10	Ret'd E. Pilling, April 10, 1854.
J. D. Williamson,	135 99	" " June 7, "
A. Tate,	356 08	Col'd and proceeds paid E. Pilling.
Ely Horse & C.	71 24	Ret'd E. Pilling, June 7, 1854.
M. DeYoung,	300 37	" " " 7, "
E. M. & D. Colestick,	104 10	" " Mch. 28, "
Baker & F.	174 69	" " Apl. 3, "
Yerly, Tibbs & Y.	812 30	" " June 7, "
W. Burton,	433 08	Col'd and proceeds paid E. Pilling.
J. Jamieson,	280 24	" " " "
M. Duncan,	123 66	Ret'd E. Pilling, June 7, 1854.
J. L. Walker,	139 68	" " " 7, "
Tillotson, J.	66 70	" " " 7, "
Randall Kent,	154 68	" " " 7, "
E. Pilling,	2,500 00	" " " 7, "
Total, $8,792 50	$5,895 74	on notes ret'd E. Pilling.
	2,896 76	Col'd and proceeds paid E. Pilling.

Philada. June 19, 1857. JAMES L. CLAGHORN.

EXHIBIT No 85,

Copy of Checks, E. M. Davis & Co. and Entry in Cash Book, for Smythe judgment.

No. 1876. Philadelphia, 6 mo. 1855.

Bank of North America pay to No. 1876, or Bearer, fifty dollars.

$50.00 E. M. DAVIS & Co.

No. Philadelphia, 6 mo. 18th, 1855.

On 6 mo. 19th, Farmers and Mechanics Bank pay to Jno. J. Smythe, or order, seven hundred 00-100 dollars.

$700.00 E. M. DAVIS & CO.

EXHIBIT No 86.

Map of Camden County.

EXHIBIT No 87.

Copy of Capias ad satisfaciendum, C. W. Wharton *vs.* D. C. Urquhart.

EXHIBIT No 88,

Signatures to Note for $816, "David C. Urquhart," "David W. Carrall."

EXHIBIT No 89,

Copy of Receipt of F. Lee to E. M. Davis & Co. for $816.

Rec'd on 10th mo. 13th, 1855, of E. M. Davis & Co eight hundred and sixteen dolls. (in chk. due 11th mo. 15th,) in consideration of which, I have transferred my judgment against D. C. Urquhart to them. (Signed) FRANCIS LEE.

EXHIBIT No 90,

Diagram of Bar-room, at English's Hotel,

EXHIBIT No 91,

Incorporation and By-Laws of Bloomfield Park Association.

EXHIBIT No 92,

Copy of Bill of Incorporation.

EXHIBIT No 93,

Exemplification of Record, Stegman, Brothers & Co. *vs.* Urquhart.

EXHIBIT No 94,

Advertisement of Sherift Tatem's sale of Bloomfield, Sept. 12, '55.

EXHIBIT No 95,

Notice of filing Narr. Capper *vs.* Urquhart.

EXHIBIT No 96,

Copy of Deed, D. W. Carrall to Hammitt.

EXHIBIT No 97,

Exemplification of Judgment, W. R. Gries et al. *vs.* Marter et al.

EXHIBIT No 98,

Exemplification of Judgment, W. R. Gries et al. *vs.* Marter, et al.

EXHIBIT No 99,

Letter of Benj. H. Pitfield to C. Guillou, March 26, '56.

EXHIBIT No 100,

Copy of Sales Book of Sheriff Tatem, Per. Prop.

Conditions of the sheriff's sale of the personal property of David C. Urquhart, made this 29th day of August, A. D. 1856 by Wm. P. Tatem, Sh'ff of the county of Camden, by virtue of writs of Fieri Facias, issued out of the Supreme Court and Circuit Court of Camden county, at the suit of sundry plaintiffs.

1st. The highest bidder to be the purchaser.

2nd. Cash to be paid at the close of the sale.

3d. No goods to be removed until the conditions are complied with.

Aug. 29, 1856. WM. P. TATEM, Shff.

Goods Sold.	Purchaser's Names.	
2 Acres of Corn,	David W. Carrall,	$10 00
White no horn Cow,	Wm. H. Ward,	17 00
Brindle Cow,	David W. Carrall,	25 00
Whole amount of sale,		$52 00
Shff as fees of appraisers, Cryer, Clerk, Sheriff,		$10 50
Amount to be paid T. H. Dudley,		41 50
Sheriff, appoint appraisers,		3 00

EXHIBIT No 101,

Copy of Receipt of Dudley.

Blackiston & Cox
vs.
Urquhart. } In case.

Received Sept. 13, 1856, of Wm. P. Tatem, Esq. the sum of forty-one dollars and fifty cents, on account of the above execution.

$41.50. THOMAS H. DUDLEY.

Exhibits of Defendants.

EXHIBIT A,

Copy of Advertisement in West Jerseyman published April 29, '57, sale of Bloomfield.

Bloomfield Cottage Farm.

Will be Sold at Public Vendue, By virtue of an Execution out of the Court of Chancery of New Jersey, at the West Jersey Hotel, In the City of Camden, at 2 o'clock in the Afternoon Of Wednesday the 29th of April Next.

All that Valuable Farm known as the Bloomfield Cottage Farm Containing about 108 Acres of Land. The improvements are a very beautiful spacious brick Mansion, in the most tasteful style

of modern architecture, built only about nine years ago—with commodious barns, stables, and other out houses erected about the same time.

The Land is of the best quality, well fenced, and in a high state of cultivation.

It lies on the easterly side of the Camden and Marlton Turnpike road, three miles from the city of Camden. The Title is believed to be indisputable.

In the substantial and tasteful character of its buildings and other improvements; the quality of its soil, and healthy, convenient and pleasant location, it may be truly said be the most desirable farm and country seat now in the market in this vicinity.

The Sale will be positive.

WM P TATEM, late Sheriff.

Dated March 24, 1857 ts,

EXHIBIT B,

Copy of handbill, sale of Bloomfield.

Bloomfield Cottage Farm.

Will be Sold at Public Vendue, By virtue of an Execution out of the Court of Chancery of New Jersey, at the West Jersey Hotel, in the city of Camden, at 2 o'clock in the afternoon of Wednesday the 29th day of April next.

All that Valuable Farm, known as the Bloomfield Cottage Farm, containing about 108 Acres of Land,

The improvements are a very beautiful spacious brick Mansion, in the most tasteful style of cottage architecture, built only about nine years ago—with commodious barns, stables, and other out-houses erected about the same time.

The Land is of the best quality, well fenced, and in a high state of cultivation.

It lies on the easterly side of the Camden and Marlton Turnpike road, three miles from the city Camden. The Title is believed to be indisputable.

In the substantial and tasteful character of its buildings and other improvements; the quality of its soil, and healthy, convenient and pleasant location, it may be truly said to be the most desirable farm and country seat now in the market in this vicinity.

The Sale will be Positive.

WM. P. TATEM, late Sheriff.

Dated March 21, 1857.

"Jerseyman" Cheap Job Office, No. 7, Market street, Camden.

EXHIBIT C,

Copy of Recpt, Pillings to Myers, Claghorn & Co, July 13, 1854.

Recd, Philada, July 13, 1854, of Myers, Claghorn & Co, their notes dated June 17, at five months, for Ten Thousand Dollars advanced to me for my accommodation—and as security for said advances have delivered to them the following securities, viz: mortgage of D C Urquhart to Jno B Myers on Bloomfield Farm

for $10,000; also transfer of a mortgage of $5000 by Jno Kater to Jno B Myers, ground rent of $1000, and mortgage by D Urquhart of brick yard for $5000. And it is further understood that the above collaterals may be held as additional security for all other indebtness of mine to them.

(Signed) E PILLING.

EXHIBIT D,

Copy of Pilling to Myers, Claghorn & Co, Nov. 15, 1854.

Reed, Nov 15, 1854, of Myers, Claghorn & Co. their notes dated this day at 4 mos. ten thousand dollars, being renewal of advance made to me for my accommodation, and for which they hold bonds and mortgages to Jno B Myers, together with various other securities. (Signed) E. PILLING.

EXHIBIT E,

Copy of Pilling to Myers, Claghorn & Co. Jan. 14, 1854.

Received, Jan. 14, 1854, of Myers, Claghorn & Co. their notes dated this day at 6 mos. for ten thousand dollars, advanced to me for my accommodation, and as security for said advance have delivered to them the following securities, viz: mortgage of D. C. Urquhart to Jno. B. Myers on Bloomfield farm, Camden co. New Jersey, for 10,000; also transfer of a mortgage of $5000 by Jno. Kater to Jno. B. Myers, together with twenty-nine notes amounting to $8792 50-00.

(Signed) E. PILLING.

EXHIBIT F.

Copy of Letter E. Pilling to D. C. Urquhart, Feb. 19, 1855.

Urquhart:—

I spent the whole of yesterday looking over your operations through me.

I'll guarantee, with a little of the right kind of assistance, to put all straight for you. I am confident with management, there is a large margin. You are aware that the notes advanced on the stock are all due, and that I have been begging off from day to day.

I have every disposition to serve you, and will do so; but you must not put me in a bad light before the house of M. C. & Co. They expect promptness. This is the only operation laying open with them.

Respectfully, ELLIS.

Philadelphia, Feb. 19, 1855.

EXHIBIT G,

Deed, Saml. Halzell to D. C. Urquhart, dated Jan. 16, 1854, for twenty 65-100 acres of land in Delaware township, Camden county, New Jersey. Consideration money $1239.

EXHIBIT H,

Copy of Letter, D. C. Urquhart to J. P. Burton, Feb. 19, 1855.

Mr. J. B. Burton. Philadelphia, Feb. 19th, 1855.

Dear Sir:—I have just had a conversation with Pilling, and we have been overhauling the whole affair with the following result:

1st. Its of the greatest consequence to have the arrangement about the goods closed this week as early as possible, as M. C. & Co's paper for $4,700 is due and ought to be in shape at once.

2d. I am confident you can realize considerable more than $9000 out of the goods if advantage is taken of the season, without delay.

3d. The above referred to sale to you of the goods, will enable me without any kind of doubt, to clear the mortgage on the lots and carry out my other operations.

The lots are worth more than you have any idea of, and as soon as the goods are put in shape you will see a better view of the *total;* in order to make the arrangements satisfactory with M. C. & Co. it ought to be done at once, as they do not like leaving these matters open.

Truly yours,

D. C. URQUHART.

If you were here to-day, it could be closed at once; you ought to come or send the notes to Myers, Claghorn & Co; you had better come on; telegraph me to meet you, and the matter can be closed in one hour.

EXHIBIT I,

Copy of Letter, D. C. Urquhart to J. P. Burton, Feb. 23, 1855.

J. P. Burton, Esq. Phila. Feb. 23d, 1855.

Dear Sir:—I am in receipt of both your letters, and have had an interview with E. M. D. but see no chance of coming to any understanding; he is willing to pay $4,700 for the goods; in fact I see no chance of fixing matters, and the delay in endeavoring to arrange this matter with you is going to derange all my calculations. Mr. Davis says, emphatically, that he will not agree to give notes, and his idea seems to be, get your claim and let me shift the best way I can; in other words, my impression is, that I may ruin myself and my friends in helping others, and in return be treated as any thing but an honest man; this matter must be closed without further delay; I have begged off from day to day, and can't ask for longer time.

Truly yours,

D. C. URQUHART.

EXHIBIT J,

Copy of Letter, D. C. Urquhart to J. P. Burton, Feb. 23, 1855.

Dear Burton:—I wrote you once already to-day, just after seeing Mr. Davis. I was hurt by my interview with him.

Did it fully convey my ideas to you? The principal questions now are 1st, Will you buy the stock as proposed, that is for $9000. 2d, Will you take all the assets that are in my hands, or that are under my control, and pay the amount that I owe on account of Horter to M. C. & Co? You might come on to-morrow night and

return on Sunday night, and if anything is to be done, let it be *done at once;* if you will come, telegraph me to-morrow, and Ellis and I will meet you. Truly yours,

D. C. URQUHART.

Friday P. M. Feb. 23d, '55.

EXHIBIT K,

Copy of Letter, D. C. Urqahart to J. P. Burton, Feb. 27, 1855.

Philada. Feb. 27th, 1855.

Dear Burton :—Pilling and myself have been with E. M. D. for the last three hours.

I have offered, on his paying M. C. & Co. $7,700 to have all the goods placed in his hands with a *further guarantee* that they will produce the amount of the advance; I am satisfied that they will produce at least $11,000 if sold any where; in addition, *you must note* that I have offered *collateral* security, that there could be no loss to Mr. Davis on this advance; I can take the goods to any commission house and get $7,700 on them; why should I beg him to make the operation, except to make the most of the assets for your advantage; *there is abundance to secure me*, and with your assistance as proposed, you can secure yourself; I have seen Mr. Claghorn and he says the matter must be arranged somehow; I have done all I can, and if you take the goods, will assist to convert them, and you can have the advance in less than two mo. leaving a handsome margin to your credit; the matter is reduced to this, will Mr. Davis advance $7,700 to save you on goods and ample security, or shall I order the sale of all the securities; answer at once.

Truly yours, D. C. URQUHART.

If I understood Mr. Davis aright, his proposition is, that I mortgage all I have in the world to secure you a claim that I reap no benefit from; *what I want to do* is, to assist you to make the most of the securities for your benefit.

EXHIBIT L.

Copy of Letter, D. C. Urquhart to E. M. Davis, March 1st, 1855.

E. M. Davis, Esq. March 1st, 1855.

Dear Sir :—I have just read Mr. Burton's letter and your memorandum, which brings the negotiations direct with you; I thought I had been both candid and explicit in my communications with you and Mr. Burton on this vexatious subject.

I have now $4,700 laying over on the seventh; I shall require 3000 due on that day, in all $7,700. I have asked you to advance this amount, but not without putting ample securities in your possession to reimburse you. You objected on ac. of the time that it required to return the advance.

I now offer to *guarantee* that you are reimbursed in 90 days, at farthest, and I desire it to be distinctly understood that the surplus, after deducting your commissions, be placed to the credit of J. P. Burton. In regard to transfer of all the securities I am ready at any time to place all belonging to the estate of Gries or Horter in your possession; as soon as an arrangement can be made for the money I owe on their ac. or with assistance now asked, I can accomplish what I said I would for Mr. Burton.

Respectfully yours, D. C. URQUHART.

EXHIBIT M.

Copy of letter, E. M. Davis to D. C. Urquhart, March 1, 1855.

D. C. Urquhart, 16, Jones' alley. Philada. 3 mo. 1st, 1855.

I have your favor of to-day, will you let me know the nature of the guarantee you will give, also give me a particular list of the property, &c. you hold belonging to Gries or Horter, as well as a definite idea of what you propose doing if we buy the goods, and as you have been very candid in saying what you intended doing, *give us* the process by which if we take the goods, you can accomplish what you propose to do for Mr. Burton.

I will send your letter to Mr. B. to-night as well as a copy of this. Yours very truly, E. M. DAVIS.

EXHIBIT N.

Copy of Letter D. C. Urquhart to E. M. Davis, March 2, 1855.

Dear Sir:—Your reply to my note of yesterday is received.

1st. You ask the nature of the guarantee.

I will endeavor to make arrangements with Mr. Claghorn, but this point will be satisfactory to you.

2d. The securities I will transfer on payment to money borrowed to the amount of $16,700 are as follows:

Mortgage for	5000	
do	2000	
Merchandize,	18000	at cost.
Judgment *vs.* Marter,	5000	
Bills rec'd and book debts, about	8000	
	$38,000	

3d. In regard to your buying the goods you will perceive that I have never offered to *sell* them for $7,700, as said before; I believe the goods will produce $11,000, and within 90 days; my offer of guarantee is that you will be reimbursed in 90 days, and surplus to be placed to cr. of Mr. Burton; if I wanted to sell the goods for $7,700 there would be no advantage in making the change. Lastly, you inquire by what process I can make a margin on the assets for Mr. Burton.

1st. Except over advance on goods,	3000
Mortgages,	7000
Book debts and bills re'd,	

Marter Judgment will clear the lots and leave a margin for the buildings.

Mr. Burton, in his favor of the 28th says, he has doubts of any thing being realized from the Marter judgment; he knows nothing about; I would not take $3000 for it to-day; I consider it perfectly safe for $5000; Mr. B. speaks of all the securities getting tied up in the same way, with all due respect to the opinion of my old friend Mr. Burton, I beg to say that I consider myself capable of carrying the business thro'; I only been mistaken by taking the opinion of others.

You will perceive that I have no desire to jeopardize you or Mr. Burton by my present proposition; I am only asking you to do what any commission house would do for any *stranger*. Waiting your reply I am respectfully yours,

March 2, 1855. D. C. URQUHART.

EXHIBIT O.

Copy of Letter, E M Davis to D C Urquhart, March 2, 1855.

D C Urquhart, No 9, Jones' alley. Philada, 3 mo 2d, 1855.

I have your favor of to-day.

My first question you do not answer; you only repeat what you have said before.

My second question is not answered; you give me a list that you will transfer if certain amts of money is paid.

In replying to my third question you take exceptions to the word "*buy;*" you are right, "take" should have been used. My last question you do not answer; you assume and guarantee $3000 excess on goods; so far so good; then you speak of the mortgages of $7000 now it is the mode of getting them I wish; then you speak of the book debts, bills rec'ble and Marter judgment to build the houses, that is good as far as it goes; I avoid comments to hurry matters. Truly, E. M. DAVIS.

EXHIBIT P.

Copy of Letter, D C Urquhart to E M Davis, March 2, 1855.

Philada, March 2d, 1855.

Dear Sir:—Yours in reply to mine of this morning is before me; the question you required an answer to, 1st is, "let me know the guarantee you will give;" my answer to this was, that I thought I could get Mr. Claghorn to guarantee that you would have your money back (that is the $7,700) in 90 days.

Your 2d question, "give me a particular list of the property, &c. you hold belonging to Gries & Horter, as well as a definite idea of what you propose doing, if we buy the goods."

You have the list, except the names of the parties from whom collections are to be made; what I propose doing is to assist you in disposing of the goods to the best advantage FOR CASH, collect the accounts so as to release the mortgages, have the ground covered by $2000 mortgage, disposed of and sell your ground rents, so as to make the most of all the assets for Mr Burton; it is important that some decision may come to in the matter.

Respectfully yours, D C URQUHART.

EXHIBIT Q.

Copy of Letter, E M Davis to D C Urquhart, March 2, 1855.

D C Urquhart, No 9, Jones' alley. Philada, 3 mo 2d, 1855.

I have your second note of to-day. To my first question I understand that Mr. James Claghorn will be the guarantee that the stock offered shall nett us in 90 days, $3000 above $7,700. To my second I understand that the five items mentioned in your first note of to-day, is a complete list of the property you hold of Gries & Horter. Is it all you hold? To my last query, you say the process is to "collect the ac. so as to relieve the mortgage;" now as the mortgage is $5000 and you only estimate the ac. the the other day at 3500 or $4000 at most, and that very far off, how can this do it? Do you mean to adhere to your offer the other day, that your own property, Bloomfield, brickyard, sawmill, &c. shall remain in Myers' possession until what you propose doing is accomplished? Are you disposed to name a period when it shall be done? Try. E M DAVIS.

EXHIBIT R.

Copy of Letter, D C Urquhart to E M Davis, March 2, 1855.

E M Davis, Esq. Dear Sir, March 2d, 1855.

Yours in answer to my second note is to hand. The security is to guarantee your reimbursment for the advance *within* 90 *days*, as the operation is made more particularly for Mr. Burton's benefit, and any surplus goes to his credit, I think if *I* guarantee you against loss on the advance, and agree that Mr. Burton shall have the benefit, it is quite as much as you could expect.

I am aware of no other securities except those named, but provided the mount due Myers, Claghorn & Co. is paid, I agree to hand you every dollars worth of security that has been placed under my control, but which I think are all embraced in the list I send you.

Lastly, I value the goods at	$11,000
Marter judgment,	5,000
Book debts and bills rec'd,	5,000
Mortgage,	2,000
	$23,000
Due M C & Co.	16,700
Leaving a margin of	$6,300

And the mortgage of $5000 on the Kensington property claim, and all I ask you to do is to make an advance on goods worth $11,000 of $7,700 for 90 days at furthest, and offer my assistance to accomplish the above result; this is all I can do. Say yes or no; waiting.

Respectfully yours,
D C URQUHART.

P. S. After concluding the accompanying I re-read your favor and find you ask how the mortgage is to be released when I have only $3,500 or $4000 to do it. Supposing even this to be the case, in managing so large an operation as this has been if $1000 was all that was required sooner than lose the credit of good management; poor as I am, I would pay the money out of my own operations.

EXHIBIT S.

Copy of Letter, E M Davis to D C Urquhart, March 3, 1855.

D C Urquhart, No 9, Jones' alley. Philada 3, mo 2d, 1855.

Your third note of to-day is before me.

In your first note you were to give me *satisfactory* security that the goods should nett a surplus of $3000 in 90 days; when I asked for the security, you say you think Mr. Claghorn will go the security; when I assume that he will, you think I ought to take your guarantee; now, to say the least, this looks like shifting your position; am I to infer that you have asked Mr. Claghorn, and that he declines, or that when you named him you contemplated offer your own name. That you may not be misled, I must tell you that I could not under the circumstances, consider your guarantee as security in the mercs we and therefore decline it; to that I say "no." Be as plain and definite as I am, and we will either soon come to terms or be much farther apart.

In your first note of to-day, you included in the list of property belonging to Gries a $5000 mortgage, which you omit in the note first rec'd, on which am I to depend?

You do not answer my two inquiries at the close of my last note, (Note No 2). Do you mean to decline adhering to that offer, or deny having made it?

Do you mean to say that by an advance of $7700 you can so shape affairs as to fulfil your promises to Mr Burton? And, as you say *any one* would make this advance, I should like to know why you do not get them to. Or am I to understand that it is necessary for us to do it to enable you to protect Mr Burton? If so, will you say why $7700 from us can by any possibility be better than from any other?

You ask me to say "yes" or "no." If you will put untrammelled points I will do so.

The only proposition made yet that has any definiteness in it that we can come near accepting, is the one made by Mr Pilling to Mr. Burton, and expressly which we agreed to accept, with a slight modification. On this point we here say little now. We want to know whether you back out from this or not? If you do, what security have we that you will adhere to any thing after we had accepted it?

To this proposition Mr. Pilling said he had no objection, and would consent if you would. I think I can with safety assure you that you place a wrong construction upon Mr. Burton's letter, when you infer that he considers you incapable; he could only have meant that even with a disposition, you might not now have the power to him justice. If such is the fact, does any one but Mr Pilling beside yourself control your property? Say.

Truly,

E M DAVIS.

EXHIBIT T.

Copy of Letter, D. C. Urquhart to E. M. Davis, March 3, 1855.

March 3d, 1855.

E. M. Davis, Esq.

Dear Sir:—In answering your last note of yesterday, I find I have covered several pages, and on looking over what I have written, have come to the conclusion that we are multiplying misunderstandings, to prevent which I submit as follows:

1st, I am ready to comply with my offer in my first note to you, dated March 1st: security to be Mr. Claghorn, or *satisfactory*.

2d, If you take the goods, as I recommend, I have no kind of doubt but $10,000 can be secured for Mr. Burton out of the entire affair, provided my advice is taken; and this matter I fully believe can be all closed inside of 6 mo.

3d, I have not stated that the list of assets I sent you belonged either to Gries or Horter; but provided you paid $16,700 to M C & Co, I agreed to have transferred to you, the following:

Mdze worth $11,000, cost	$18,000,
Judge *vs.* Marter	5,000,
Mortgage	5,000,
do.	2,000,
Bills recd, and book debts that I value at	5,000,
	$25,000,

and my assistance, *if required*, to turn the above for you into cash as speedily as possible, and in addition agree to secure for you any other assets that may be obtained with my assistance.

I believe the above covers every thing, and you have only to say which you prefer. One thing more: I *back out* from nothing that I have said or written; and as for shifting, I am ready to submit my whole actions to *honorable* men, and will stake all I have in the world on their opinion.

Respectfully yours, D C URQUHART.

EXHIBIT U.

Copy of Letter, E M Davis to D C Urquhart, March 3, 1855.

Philada, 3d mo. 3d, 1855.

D C Urquhart, No. 9, Jones' alley.

I have your note of this morning, and have duly considered its contents.

You say, "I believe the above covers every thing, and you have only to say which you prefer." This is very extraordinary, when you avoid replying to nearly all the questions I ask. How do you suppose I can come to an intelligent conclusion if I am refused the facts in the case? You say, "I have only to say which I prefer." Now, as I do not prefer either to our present position, it is useless to say *which* I prefer; or, in other and plainer words, as I decline accepting any propositions you have made in writing, I need not tell you which I consider best.

When Mr Pilling came to see us, I supposed in your name, and that what he said was as if you had said it; but it seems now it was not so. Truly,

E M DAVIS.

EXHIBIT V.

Copy of Agreement, D C Urquhart to J P Burton, no date.

Having certain securities in my hands belonging to the estate of W. Horter, as collateral for cash lent to him, when the amount of cash due Myers, Claghorn & Co, obtained for said W Horter, is paid out of said securities, to wit, the sum of sixteen thousand seven hundred dollars, I hereby agree to hand over to J P Burton a certain mortgage of $5000, on property in Kensington, which is now in the hands of M C & Co amongst said securities, or I will at any time transfer to said J P Burton all the securities in my possession, or that have been received by me from said Horter as collateral for the said borrowed money, on his arranging with M C & Co for the payment of the above sum.

D C URQUHART.

EXHIBIT W.

Copy of Letter, D. C. Urquhart to E M Davis, Oct 6, 1855.

E M Davis, Esq.

Dear Sir:—The agreement with Mr Burton was, that as soon as the mortgages in Myers' hands were transferred to you, that Mr Lee's judgment would be held by you so as to enable me to dispose of the property to the best advantage. It's of the utmost importance that this should be done. I have no doubt but you can arrange the affair with Mr Lee without having to disburse

any more cash at present. This done, I will be able to devote all my time to converting the real estate and other assets so as to reimburse you with as *little delay* as possible.

Respectfully yours,

Phila, Oct 6th, 1855. D C URQUHART.

If Hammel sees Gen Cadwalader by Monday, I will probably wait to make the title by the 10th; if not, I will have to postpone 4 weeks longer,

EXHIBIT X,

Copy of Letter, D C Urquhart to Burton, Aug 9, 1855.

Mr J Burton.

Dear Sir:—After several meetings in presence of Myers & Claghorn between Pilling and myself, I find it impossible to get any nearer a settlement. He will furnish no account current, and his whole object seems to be to entrap and worry me, neither of which has he so far succeeded in. I have come to the conclusion to demand through my counsel, an account of our transactions, and lay back for the result of a legal investigation. If at all convenient, I would like to see you, so as to have all our affairs arranged in view of your going to Europe; this we can now do, and I can then attend to my business in Jersey, without the continual worry that I have been subjected to so long, and wait patiently for the result of a legal investigation of my transactions with Pilling and Myers, Claghorn & Co.

Truly yours,

No 5 N. Front street, Phila. D C URQUHART.

Augt 9th, 1855.

If you will not be on here on Saturday, write when I may expect you.

EXHIBIT Y,

Copy of Letter, D C Urquhart to Burton, Jany 22, 1856.

J P Burton, Esq.

Dear Sir:—The Charter is progressing in the Legislature, has been referred to the Committee on Corporations, and will be reported favorably by them. Our senator and members from Camden county assure me that I have nothing to fear. It has cost me hard work to get it where it is, and I hope to have it through both houses by the end of next week. I had to go to New York, and get Henry Robinson to assist me with funds, or I never could have succeeded so well. The Democratic influence, which has the majority, is with me; and, in addition, I have the Native members working for me. I feel better than I have done for many a day.

Truly yours,

D C URQUHART.

Trenton, Jany 22d, 1856.

EXHIBIT Z,

Copy of Letter, D C Urquhart to Burton, Tuesday Morning.

Dear Burton:—I called yesterday before your return, but nothing can be done till I see Jacob M Troth. Could not see him yesterday, but left note for him. I send Joe in to-day to get

him to come out this evening, if possible to fix matters, he will require to come out as the books are here on which the mill acct. was kept, saw Myers and Mr. Claghorn yesterday, Claghorn said I should hear from them to-day, as Pilling had ordered them to dispose of the securities; Mr Myers said he thought from what Pilling stated to him that we would settle, if there should be a note for me at Price & Greens, you can open it, as it will be either from Jacob or M C & Co, I wish a move was made either for settlement or fight in this Pilling business, as I could then know better what I ought to do with my other property, how would it do to leave the settlement to Mr Myers and Mr. Davis, this would be fair, as I owe Mr Davis, and Pilling owes M C & Co.

My little girl was taken very ill last night, I have been up nearly all night, can do nothing by going in this morning, as Joe can hunt up Jacob Troth more actively than I can.

Truly yours, D C URQUHART.

Tuesday morning.

EXHIBIT AA,

Copy of Letter, D C Urquhart to Burton, Friday.

Dear Burton:—You must get me $150, this must be paid by me before 12 o'clock Monday, or I will have the sheriff on me for $800. Do not fail me in this, as I really have no other means of raising the money, should I not be able to go in town to-morrow, come and see me on Sunday.

Yours, D C URQUHART

Friday.

EXHIBIT BB,

Deed, D C Urquhart and wife to Jonathan P. Burton, for 22½ acres of land in Delaware township, Camden county, New Jersey, dated the 7th day of December 1854, consideration money, $7000,

EXHIBIT CC,

Copy of Petition of J R Jaffray & Son.

In Chancery of New Jersey.

Between Sarah M Hall, compl't,
and
David C Urquhart and others, def'ts.
} On bill &c and decree for sale.

To the Honorable Benjamin Williamson, Chancellor of the State of New Jersey.

The Petition of John R Jaffray and Edward S Jaffray, co-partners under the firm of J R Jaffray & Sons respectfully showeth.

That the complainant's bill in the above case was filed for the foreclosure and sale of the equity of redemption in certain mortgaged premises therein set forth. And that John B. Myers held another mortgage on same premises, executed by said Urquhart for the sum of ten thousand dollars and interest thereon, from its date, December 1853. That it was so proceeded with in said cause that the master to whom it was referred, made a report in

favor of said Myers, for the amount of eleven thousand, one hundred and sixty five dollars, being for the amount of said mortgage and its interest as aforesaid. Your petitioners are judgment creditors of said Urquhart, by judgment entered in the clerk's office of Camden county, New Jersey, on first of May, 1855, for real debt fifteen hundred dollars, penal sum of three thousand dollars, that their said judgment was and is a lien upon said land and entitled to payment, having been reported in full force by the said master in his said report, which is referred to for greater certainty. A decree of sale of said mortgaged premises has been made in this cause, and as the said mortgage of Myers is a prior lien to that of your petitioners' judgment, your petitioners fear that if the proceeds of sale of the land are unjustly applied towards payment of said mortgage, they will fall short of meeting your petitioners' judgment. Your petitioners are informed and believe that there is no money whatever due or recoverable on the said mortgage, as against them, but that the notes to secure the payment of which it was given, have been paid, and that the said Myers has not any further right or claim arising out of said mortgage to have any part of the monies arising from said sale, to be applied to the payment thereof or of said sum so as aforesaid found and reported to be due thereon.

Your petitioners have been informed and verily believe, that the said mortgage was given as collateral security by said Urquhart to said Myers, for a transaction with one Ellis Pilling, and that other securities lodged with Myers, at the same time, to a large amount, over eight thousand dollars, were returned to said Pilling, and that the mortgage was pro tanto defeated or paid in law as against your petitioners.

Your petitioners are further informed, and verily believe, that the other sums are justly and lawfully to be defalked from the amount of said mortgage, so that there is comparatively but little if anything due or payable thereon. The said mortgage was afterwards assigned by said Myers to Edward M Davis, who took the same "without recourse to, or reclamation upon Myers in any event whatever."

Your petitioners are further informed, that a number of days have been consumed in the production of proof before one of the masters of your court, bearing upon the said points, and to such proof they respectfully crave leave to refer in support hereof. The petitioners are citizens one of them, to wit, John R Jaffray of England, and Edward S Jaffray of New York, and did not appear at nor know of any of the proceedings until lately.

Your petitioners therefore pray that the final decree in said cause may be set aside entirely, or at least so far as regards the said mortgage to Myers, and that the report may also be set aside and referred back to the master to inquire into the said subject, and report what sum if any is in truth due upon said mortgage, with liberty to your petitioners to produce proofs before the master, and have such other relief as may be proper in the premises.

GUILLOU, *Solicitor and of Counsel with Petitioners.*

JOHN R JAFFRAY, by
Edward S Jaffray, Att'y.
EDWARD S JAFFRAY.

State of New York, city and county of New York.

On this 24th day of September, A D 1856, personally appeared before me, Edward S Jaffray, one of the within complainants and made oath that he has read the above petition subscribed by him, and knows the contents thereof, and that the same is true of his own knowledge except as to the matters which are therein stated to be on infirmation and belief, and as to these matters, he believes it to be true. EDWARD S JAFFRAY.

Sworn to, before me, this 24th, day of Sept. 1856.
H M ALEXANDER, a Commissioner for the state of New Jersey, residing in the state of New York.

EXHIBIT DD,

Certificate that $10,000 $5,000 not paid by D C Urquhart, Oct 3, 1855.

EXHIBIT EE,

Letter, C Guillou to Chas W Wharton, Dec 23, 1853.

EXHIBIT FF,

Statement by D C Urquhart.

EXHIBIT GG,

In Chancery of New Jersey.

Between Sarah M Hall, comp't,
and
David C Urquhart and others, def'ts.
On bill &c.

New Jersey ss. David C Urquhart defendant in the above stated cause, being duly sworn according to law on his oath, saith, that the real estate and premises mentioned in the bill of complaint in this cause, for the sale of which an execution hath been issued in this cause, to William P Tatem, Esq. sheriff of Camden county, being one hundred and eight acres and eighty seven hundredths of an acre, or thereabouts, and in said bill more particularly mentioned; was sold by said sheriff on the tenth day of October, eighteen hundred and fifty five, or thereabouts, under and by virtue of certain executions in his hands, and at said sale Charles W Wharton bid for said lands, and being the highest bidder therefor, the same was struck off to him, and were afterwards as deponent has been informed and believes, duly conveyed by said sheriff to said Charles W Wharton. That before the said sale an *agreement* had been made and entered into, by and between deponent and Jonathan P Burton, who is a partner in business with the said Charles W Wharton, that the said lands and premises should at said sale be bought in by said Burton, for this deponent and held for the use and benefit of this deponent, of *which agreement* and *understanding* the said Charles W Wharton was informed prior to said sale. That at the time the said sale took place, the said Burton was absent in

Europe, and deponent went to said *Wharton* and *informed him* of the *said agreement*, and requested him to attend said sale, and buy the said property on behalf of said Burton, and in order to carry the said agreement into effect, and the said Wharton agreed to do so, and accordingly on the day of sale, he the said Wharton went with deponent to the place of sale, and there bid for said property until the same was struck off to him as before stated. That during the time of said sale, said Wharton remained with deponent, or near him, and acted under his directions in making his bids, and did not make any bids for said property without the previous approval of this deponent, the said Wharton acting in the whole matter according to the instructions of this deponent, and not otherwise. That after said property was struck off to said Wharton, and ever since, whenever he has spoken with deponent about said property, as he has done at several different times, he has uniformly spoken of it as the property of this deponent, and of which deponent had the ownership and control. That on the day on which the injunction in this cause was served upon the sheriff of Camden county, restraining him from selling under the execution issued in this case, to wit, on or about the twenty-fourth day of July last, the said Wharton came to this deponent and asked deponent what he deponent would take for this property hereinbefore mentioned, and deponent then named a price which he was willing to take, to which the said Wharton replied "Well if we will get you a customer at that price, will you after paying off the mortgages of Mrs. Hall and Captain Mickle, allow what is due us on our account to come in next?" Or words to that effect. By "us" this deponent then understood, and still understands the said Wharton to mean himself and his partners in business, of whom the said Burton was one, their firm claiming that this deponent owed them certain moneys on account. That this deponent has remained in possession of said property ever since the sale, as the owner thereof, and still is in possession of the same, and exercising all the right of ownership thereon.

And deponent further saith, that according to the best of his recollection and belief, the first day fixed by the said sheriff of Camden county, for the sale of the property in question under and by virtue of the execution issued in this cause, was the twenty-eighth day of May last, and that said sheriff at deponent's request, made two adjournments of sale. That when deponent was informed that a decree had been made, and an execution issued in this cause, he was engaged in arrangements and negotiations in regard to said property, which he believed would result in his selling it at private sale upon terms greatly to his advantage, when he would have been able to take up and discharge as he intended to do, the mortgages of Mrs. Hall and Captain Mickle, and when he also hoped to satisfy the the said John B Myers that nothing was due him upon his said mortgage, or if anything, but a very small amount. And that in consequence of this state of things deponent forbore to make any application to this court to have the said execution stayed, or said decree opened, until he was compelled to do so, by the said sheriff being

about to sell under the said writ, he having refused the earnest request of this deponent for a further adjournment.

And deponent further saith, that he verily believes that a full examination into the case, will show that there is nothing due to the said John B Myers upon the said bond and mortgage, given to him, and in the bill in this cause mentioned, and that the deponent if opportunity is afforded him to produce his evidence, will be abundantly able to prove this statement, and to show that nothing is due thereon to said Myers, or if anything is due, that the amount is very small, and very far below the sum which in and by the Master's Report in this cause is stated to be due.

And deponent further saith, that he verily believes and that he is advised by counsel, that he hath a just and equitable defence to make against the mortgage of said John B. Myers and his claim under and by virtue thereof. D C URQUHART.

Sworn and subscribed this 5th September, 1856, before me,
F KINGMAN, *Master in Ch'y.*

EXHIBIT HH,

Copy of Letter, J B Myers and Myers, Claghorn & Co. to D C Urquhart.

Dear Sir :—We are in receipt of your favor of the 3d inst. but are not able from its vague terms to understand exactly what its purport or object may be. We do not recognise that we have any transactions unsettled with you; we have an account with Mr. Pilling on which he stands indebted to us, and for the amount owing we hold certain collateral securities. If you claim any interest or right on these collaterals, after our claim shall be paid, be pleased to let us know what such right may be, how it arises, and to what specific securities you allege any claim. We remain truly yours,

MYERS, CLAGHORN & CO. and
JOHN B MYERS.

Philada, July 20, 1855.

To Mr. David C. Urquhart, Philada.

EXHIBIT II,

Copy of Letter, C. Guillou to H M Phillips,

Dear Sir :—I am in receipt of your favor of 5th, inst. on behalf of Messrs E M Davis & Co and Mr J P Burton.

A settlement took place in my presence between Mr. Pilling and Mr. Urquhart, and the former handed over a number of promissory notes, &c. together with two mortgages on some Jersey lots. Many of these were handed by Mr. Urquhart to me as the counsel for J R Jaffray & Son, and so far as my recollection serves me, *only* for them. In consequence of my clients being non-residents and of the probability of some arrangement with Mr. Pitfield (who had either given or guaranteed the mortgages,) which we require the presence here of the mortgage holder, and for the purpose of at once divesting Pilling's interest I draw a short informal transfer, or more properly a mere note or memorandum of transfer in pencil to Mr. Davis, whose name was given me by Mr. Urquhart as that of a friend who would allow him to use it for such purpose, and who would carry out any arrange-

ment I might make. Accordingly Mr. Davis will recollect my having subsequently addressed him on the subject for the purpose of consummating a compromise I was about making with Pitfield (prior, if I mistake not, to any rupture between Mr. D and Mr. U) he having called on me. I either refused or said he would see about it, and not having since said anything about it.

Unless the two mortgages which still stand as they stood originally, assigned by a pencil memd. not recorded or acknowledged, be so considered, I am not aware of the deposit with me of any securities for ac. of any of the gentlemen for whom you have addressed me in the communication under reply. I never understood that Mr. Davis was to have any substantial interest in the mortgages; the naked title to these having been placed in him as above stated, the beneficial interest being wholly for my clients, Messrs. J R Jaffray & Son. If I had understood the transfer to be in fact for Mr. Davis I certainly would not have kept it or have failed to communicate the fact to him, that he might have his title placed clearly.

I must add that it is possible Mr. Urquhart desired and stated at the time that Mr. Davis or Mr. Burton was to have any surplus which I might receive over and above Jaffray's claim, and that (as I never expected to realize out of these papers enough to meet that claim) this may have escaped my recollection.

Will you be kind enough to enquire of Mr. Davis whether he will place the mortgages at my disposal, that I may use them for my clients, and inform me of his decision.

Truly y.

GUILLOU.

H M PHILLIPS.

June 8, '57.

EXHIBIT JJ,

Exemplification of Judgment in Supreme Court, Wharton *vs.* Urquhart, in ejectment.

EXHIBIT KK,

Copy of Bill in Common Pleas of Philadelphia.

EXHIBIT LL.

Copy of Assignment of Judgment, J J Smythe to J P Burton, June 8, 1855.

Know all men by these presents, that whereas I, John James Smythe, of the city and county of Philadelphia, in the state of Pennsylvania, on the fourth day of October, in the year of our Lord one thousand eight hundred and fifty-four, or some other time in the Supreme Court of Judicature of the state of New Jersey, did recover a judgment against David C Urquhart for the sum of two thousand, two hundred and thirteen dollars and sixty-six cents debt, and twenty-nine dollars and ninety-nine cents costs, more or less. Now this indenture witnesseth, that for the consideration of two thousand, two hundred and forty-three dollars and sixty-five cents, to me paid by Jonathan P Burton of the city and county of Philadelphia and state of Pennsylvania, I do assign and set over unto the said Jonathan P Burton, his executors, administrators and assigns, the said judgment and all monies due and to become due

thereon, and the benefit of all proceedings by execution or otherwise had, or to be had or done thereon; and I do constitute the said Jonathan P Burton, my attorney, irrevocable in my name, but to his use, to do all and every act and thing for the recovery and settling of the said debt and costs as I myself could do, and I do agree with the said Jonathan P Burton that I will not do or cause to be done, any act or thing whereby he or his assigns may be injured or defeated in the recovery of the monies due upon the said judgment, but will at all times ratify and confirm what the said Jonathan P Burton, shall lawfully do in the premises.

In witness whereof the said John James Smythe hath hereto set his hand and seal, the eighteenth day of June, eighteen hundred and fifty-five. JOHN JAMES SMYTHE. [L. s.]

Sealed and delivered in the presence of ROB B GLOVER.

EXHIBIT MM,

Copy of Assignment of Judgment, Francis Lee to C W Wharton, Oct. 13, 1855.

Know all men by these presents, that I, Francis Lee, of the city of Philadelphia, in the state of Pennsylvania, in the term of October, in the year of our Lord one thousand eight hundred and fifty-four, in the Circuit Court, in and for the county of Camden, in the state of New Jersey, did recover a judgment against David C Urquhart for the sum of three thousand, five hundred and twenty-six dollars and twenty four cents debt, and four dollars costs, more or less. Now this writing witnesseth that for a valuable consideration to be paid by Charles W Wharton, of Philadelphia, I do assign and set over unto the said Charles W. Wharton, his executors, administrators and assigns, the said judgment, and all monies due or to become due, and the benefit of all proceedings by execution, or otherwise had or to be had or done thereon. And I do constitute the said Charles W Wharton my attorney irrevocable, in my name, but to his use, to do all and every act and thing for the recovery and settling of the said debt and costs as I myself could do, and I do agree with the said Charles W Wharton, that I will not do or cause to be done, any act or thing, whereby he or his assigns may be injured or defeated in the recovery of the moneys due upon the said judgment, but will at all times ratify and confirm what the said Charles W Wharton shall lawfully do in the premises, and the said Charles W Wharton doth agree with the said Francis Lee, that he will indemnify and save harmless the said Francis Lee from all costs, damages and charges whatsoever, which may accrue by reason of any thing done or carried on in the premises by the said Charles W Wharton, in the name of the said Francis Lee, by virtue of the authority herein given to the said Charles W Wharton.

In witness whereof the said Francis Lee and Charles W. Wharton have hereto set their hands and seals, the thirteenth day of October, eighteen hundred and fifty-five. FRANCIS LEE, [L. s.]

[L. s.]

Signed, sealed and delivered in the presence of ROB B GLOVER,

By Francis Lee;

And by Charles W. Wharton in presence of

EXHIBIT NN,

Certified Copy of Petition, D C Urquhart in case of S M Hall *vs.* D C Urquhart, et al.

EXHIBIT OO,

Letter of R W Howell to Thos Williamson.

EXHIBIT PP,

Letter of A Browning to R W Howell.

EXHIBIT QQ,

Certificate of Search and Certificate of A Browning and R W Howell.

EXHIBIT RR,

Ten Certificates of Search.

EXHIBIT SS,

Covenant, D C Urquhart and J W Mickle, March 25, 1853.

EXHIBIT TT,

Agreement, D C Urquhart and J W Mickle, April 17, 1853.

EXHIBIT UU,

Letter, A Browning to J B Myers, Jany. 14, 1854.

EXHIBIT VV,

Statement of A Browning.

EXHIBIT WW,

Copy of Letter and Statement, H M Phillips to C Guillou June 5, 1857.

(Extract from David C Urquhart's testimony.)

You mentioned yesterday that at the time of the settlement a large number of securities were deposited with Mr. Guillou, for whose use, and for what purpose were they deposited there?

Nominally for the use of E M Davis & Co and J R Jaffray & Sons, but as I understand in reality for Mr. Burton to reimburse him for this $10,000. There was no definite interest of Jaffray & Son in them, except that I had told Mr. Burton they had a judgment here against me, which I was bound to see paid. Those assets left with Mr. Guillou were mine. I had an understanding with Mr. Burton that he was to have all the assetts coming from these firms after Myers, Claghorn & Co. were paid.

(Extract from Pilling's testimony.)

Question. Was you paid any thing, and if so, in what way were you paid, by Mr. Urquhart for his indebtedness to you?

I answer yes. I will explain. Mr. Davis paid to my credit with Myers, Claghorn & Co. $10,500; Mr. Davis authorized the firm of Myers, Claghorn & Co. to credit me with $1000, making $11,500.

I delivered the mortgage to one party and the bills receivable to another party.

The mortgages were delivered as per my order to E M Davis & Co (Exhibit No. 22.) The bills receivable were delivered to another party.

Question. State to whom the bills receivable were delivered?

I delivered the bills receivable to Constant Guillou, Esquire. Mr. Urquhart ordered me to deliver them to Mr. Guillou. I don't know to whose account they were delivered. There was a mortgage I delivered to him also. Don't recollect the amount. It was on Jersey property.

There was a large amount of the bills receivable; I do not know how many; there was quite a pile; this was done at the time of the settlement, all done in a moment; I mean Constant Guillou the lawyer, in Philadelphia; the amount of that mortgage handed to Mr. Guillou was over one thousand dollars, but not two; I don't remember to whom these were assigned; they were assigned; they were assigned by me. The returns were based upon that settlement; I do not know who has these bills receivable and that mortgage now; I have not seen them since I received them from Mr. Urquhart; that mortgage was not made by Mr. Urquhart; I think it was made by a man named Pitfield. Pitfield's name was upon the mortgage; don't know to whom made; I think Pitfield assigned it to Urquhart, and Urquhart to Pilling.

126 South 6th Street, June 5th, 1857.

Dear Sir:—I send with this an extract from testimony delivered by Mr. Urquhart and Mr. Pilling at Camden.

I am instructed by Messrs. E M Davis & Co and by Mr. J P Burton, to ask from you a full description and list of the securities deposited with you for ac. of Messrs. Davis & Co or Mr. Burton, together the date of such deposit, the circumstances under which the deposit was made, and a particular statement of the amounts realized from any such securities. Your prompt attention to it will oblige Yours truly, HENRY M PHILLIPS.

C GUILLOU, ESQ.

A copy of the above extracts of testimony and letter served upon C Guillou, Esq. this 5th day of June, 1857, by E H W.

EXHIBIT XX,

Deed, Sheriff Magee to C W Wharton, dated April 19, 1856, for Kensington lots.

EXHIBIT YY,

Sales Book of Sheriff Magee.

EXHIBIT ZZ.

Exemplification of Proceedings on Mortgage in District Court of Philadelphia.

EXHIBIT A3

Copy of agreement between D C Urquhart and J B Rodgers, Feb. 18, 1854.

Articles of agreement made and entered into this eighteenth day of February anno domini 1854, between David C Urquhart of the city of Philadelphia, merchant, of the one part, and John B. Rodgers of the district of Penn. and county of Philadelphia, carpenter, of the other part, Witnesseth, that the said David C Urquhart for the consideration hereinafter mentioned, agrees to sell to the said John B. Rodgers, twelve certain lots of ground in the district of Kensington, beginning at the distance of sixty feet south from the southeast corner of Delaware Fifth and Norris streets, containing in front each on said Fifth street fifteen feet and extending in length or depth eastward eighty nine feet seven and three fourths inches. Reserving thereout of each lot a yearly ground rent charge or sum of sixty-four dollars and fifty cents, the said rent to be paid half yearly, and to commence on the first day of July, anno domini 1854, and the first half yearly payment thereof to be made on the first day of January, A D 1855; it being the express agreement, that the said John B Rodgers shall build and erect, or cause to be erected, on each of the said lots, a three story double brick building, to be fifteen feet front by twenty six feet deep, with a one story brick kitchen, eleven feet wide by twelve feet wide, each building to contain seven rooms, and further that the said D C Urquhart does hereby agree to pay to the said John B Rodgers or to his order, as the building and construction of said houses shall progress, the sum of three hundred dollars in cash, and one hundred and fifty dollars in dry goods and ready made clothing on good retail stores, making four hundred and fifty dollars in each house, and in a manner as follows: that is to say, fifty six dollars cash, and nineteen dollars in dry goods and ready made clothing, making seventy-five dollars when the first floor of joist is on, thirty dollars in cash, and nineteen in dry goods and ready made clothing, making fifty dollars when the second floor of joist is on, also the like sum of fifty dollars, and in a manner above described, when the third floor of joist is on, also fifty dollars as described, when the roof is on, also the like sum of fifty dollars as described, when ready for plastering, also the like sum of fifty dollars as described, when plastered, also the like sum of fifty dollars as described when ready for painting, and the like sum of seventy-five dollars in a manner as first described when the said houses shall have been entirely finished, outside and in, with the paving done back and front, and privy built; also that the said John B Rodgers agrees to procure a policy of insurance to the amount of four hundred and fifty dollars on each of the houses to be made to the said David C Urquhart, for the purpose of securing the said four hundred and fifty dollars paid to him by the said David C Urquhart, when the said houses shall be under roof. And for the true and faithful performance of this agreement the said parties bind themselves, their respective heirs and assigns forever. In witness whereof the said David C Urquhart and John B Rodgers have

hereunto set their hands and seals the day and year first within written.

Sealed and delivered in the presence of us, WASHINGTON HORTER, C BRAZER. } DAVID C URQUHART, JNO B RODGERS.

The eighteenth day of February, anno domini, 1854, before me the subscriber one of the aldermen of the city of Philadelphia, personally appeared the said David C Urquhart and John B Rodgers, and in due form of law acknowledged the foregoing agreement to be their act and deed, and desired the same might be recorded as such. Witnessed my hand and seal,

C BRAZER, Ald.

For value received, I do hereby assign, transfer, and set over unto James Neeld, all my right, title and interest in the above written contract, to have and to hold the same to him, his heirs and assigns. Witness my hand and seal, this day of September, A D 1854. Name Erased. [L. S.]

EXHIBIT B3,

Copy of List of Amounts Assigned by W Horter to E M Davis & Co.

For a valuable consideration, receipt whereof is hereby acknowledged, I hereby assign, set over, and transfer all my right, title and interest in the following accounts to E M Davis & Co, and hereby empower them to collect the same in my name to their use.

To wit:

C Ogilby, Paid $154,31,	$343 51
Wm Burton, Paid	408 33
Caleb Buzby, Alleghany City, Paid	386 73
J A Davidson, Phila, Paid $240 00,	261 88
A Bond, Pittsburg, Paid	1081 69
Jas Gosling, Pittsburg, Paid	290 09
N L Hull, Peoria,	1536 72
P Campbell, Wilmington,	492 89
Thos Morgan, Phila.	484 63
Jos M Elliott,	379 95
A Demilk, York, Pa,	329 78
J Ogelby,	523 69
Philip Graef, Pittsburg,	2342 82
Note * Collins & McKeen	187 09
Mrs Duffy, Phila, Paid $175 53,	486 88
Wm Farming, Phila, Paid $318 81,	348 81
Note, R Jackson,	312 43
A R Morris, $200,	235 49
H O Scuartz, 10,682 05,	248 64

In all amounting to ten thousand six hundred and eighty-two 05-00 dollars.

Witness my hand and seal, this thirty-first day of July, 1854.

WASHINGTON HORTER, [SEAL]
trading as Wash. Horter & Co.

Witness,
JOHN DEMUTH.

EXHIBIT C3,

Copy of list of amounts Assigned by W. Horter to E M. Davis & Co.

For a valuable consideration, receipt whereof is hereby acknowledged, I hereby assign, transfer, and set over to E. M. Davis & Co. all my right, title, and interest in the following accounts, and hereby empower them to collect the same in my name to their use.

To wit:

Mary Tyson, Philadelphia, $108,	$134 46
A & M Harris,	115 30
Philip Graef, Pittsburg, Assessed before,	677 79
M Hall, Peoria,	1121 74
C Buzby, Alleghany City, Paid,	162 44
A Kikoe, Philadelphia,	263 30
J A Davidson, Paid,	120 22
Mrs Hutchinson, Paid, $100 09	149 15
E D Cockly, Shamokin, Pa.	207 00
Chas Ogilby Carlisle, Pa. Paid,	133 73
Jas M Watson, Wilmington, $120,	121 63
Jas Hogg, Wilmington,	142 04
Jane Mathers, Paid, $180 26,	186 83
J C Delacour, Camden, N J, Paid,	220 21
Jane R Lisle, Philadelphia, Paid,	162 21
J Sutherland, Ridge Road,	116 04
J M Elliott, Alleghany City,	115 80
Buty & Williamson, Cincinnati,	116 06
Thos Redpath, Pittsburg,	167 66
W B Miller, Salem, N J, Paid,	203 95
J & T Fortner, Phila, Paid, $140,	177 09
James B Haynes, Alleghany City, Paid, $99 78,	101 01
E Anderson, Philadelphia,	243 91
Mrs Wheatcraft, Cincinnati,	117 40
	$5276 97

In all, five thousand two hundred and seventy-six 97-00 dollars.

Witness my hand and seal this thirty-first day of July, 1854.

Witness, Washington Hall. } WASHINGTON HORTER, *trading as Wash. Horter & Co.* [SEAL]

EXHIBIT D3,

Deed, Charles Wharton to Benjamin W Cooper, for Bloomfield farm, dated Dec. 15, 1856, and acknowledged the same day. Consideration money, $14,153 10.

EXHIBIT E3,

Benj. W. Cooper, et ux, to Chas. W. Wharton, for same farm, Dec. 16, 1856.

EXHIBIT F3,

Policy of Insurance of Delaware Mutual Safety Insurance Company to C. W. Wharton, on Bloomfield.

EXHIBIT G3,

Copy of agreement between E. Pilling and Myers, Claghorn & Co.

This agreement witnesseth, that I, Ellis Pilling, do agree that all collaterals now deposited by me with John B. Myers, or with Myers, Claghorn & Co, or that may hereafter be so deposited, may be held by said John B. Myers, or by said Myers, Claghorn & Co, for the payment of any indebtedness, either by note, bond, mortgage, goods purchased from them, or by endorsement, or any other description of liability by me now due to them, or that may hereafter accrue due.

And I furthermore agree, that should said John B Myers or said Myers, Claghorn & Co. at any time hereafter be dissatisfied with any of said collaterals held by them, they may, on five days' notice to me in writing, sell either by public or private sale any or all of said collaterals, the proceeds of said sale or sales to be applied to the payment of any indebtedness herein before mentioned.

Witness my hand and seal, this seventeenth day of February, A. D. 1854. (Signed)

E. PILLING. [SEAL]

Witness present, Chas. Murphy, D. C. Urquhart.

EXHIBIT H3,

Copy of Letter of Notice, Myers, Claghorn & Co. to Pilling, May 17, 1855.

Dear Sir:—The delay in paying the advance made by us on property in this city and Camden, New Jersey, is far beyond what is pleasant to us.

We will thank you to forthwith attend to it, and place us in funds, or we shall have to sell the property, as per agreement, and realize under the mortgages.

We remain, truly yours,

(Signed) MYERS, CLAGHORN, & CO.

To Ellis Pilling, Esq, Present.

EXHIBIT I3.

Notice of Assignment of D C Urquhart, Att'y, to E Pilling, March 10, 1855.

EXHIBIT J3.

Instructions of E Pilling to Myers, Claghorn & Co. to sell goods, March 16, 1855.

EXHIBIT K3.

List of Notes and accounts transferred to E M D & Co by W Horter & Co and the am'ts rec'd by E M D & Co.

		Rec'd	Due.
J M Elliott, Pittsburg,	379 95		379 95
J B Haines, Allegh'y City,	101 01	99 78	1 23
Jno Elliott. Wheeling,	115 80	106 70	9 10
Betty & Williamson, Cincin.	116 06	116 06	
H A Schwartz, "	248 64		248 64
Mrs. Wheatcroft, "	117 40	117 40	
T. Redpath, Pittsburg,	167 66	167 00	66
J Gosling, "	290 09	290 09	
Jas Matthews, "	186 83	180 26	6 57
Mrs A Bond, "	1,081 69	1,081 69	
Philip Graeff, "	2,342 82	2,275 00	677 79
" "	677 79		67 82
J A Davidson, Philada.	261 88		
" "	120 22	240 00	142 10
A R Morris, "	235 49	200 00	35 49
J T Fortune, "	177 09	140 00	37 07
W Fanning, "	348 81	318 81	30 00
E Anderson, "	243 91	71 45	172 46
Miss Tyson, "	134 46	108 00	26 46
Mrs J Hutchinson "	149 15	100 09	49 06
A Kehoe, "	263 30		263 30
J R Lyle, "	162 21	162 21	
C Duffy, "	486 88	484 25	2 63
J M Watson, Wimington,	121 63	120 00	1 63
P Campbell, "	492 89	490	2 89
Jas Hogg, "	142 04		142 04
C Barley, Allegh'y City,	386 73	559 93	
" "	162 44		
J C Delacour, Camden,	220 21	220 31	
W B Miller Salem,	203 95	202 00	1 95
Saml Ogilby, Hagerstown,	523 69	420 46	103 23
E D Cockley, Shamokin,	207 00		207 00
Alex Demuth, York,	329 78	324 36	5 42
Thos Morgan, Phila.	484 63	175 53	309 10
Wm Burton, "	408 33	408 33	
C Ogilby, Carlisle,	343 51	290 92	186 32
" "	133 73		
R Jackson, Philada,	312 43		312 43
Collins & McKee, Pittsburg,	187 09		187 09
N L Hall, Peoria,	1,536 72	100 00	1,436 72
M Hall, "	1,121 74		1,121 74
A & M Harris, Phila,	115 30		115 30
S Sutherland, "	116 04		116 04
	15,959 02	9,570 63	6,399 25

EXHIBIT L3.

Copy of Bond, Parton & Horter to W R Gries, and Statement of Liabilities agreed upon to be paid.

EXHIBIT M3.

Copy of Order of Pilling to Myers, Claghorn & Co to transfer mortgages.

Messrs Myers, Claghorn & Co.

Gentm :—Upon Mr. D C Urquhart forthwith paying, or procuring to be paid to you the sum of $10,500, you are hereby authorized and requested by me to assign und transfer unto him, or to any person or persons who shall advance or pay the aforesaid sum to you, the following securities now held by you as collateral to secure the balance of your account against me, viz:

1, Bond and mortgage of D C Urquhart, to your J B Myers on Bloomfield farm, for $10,000.

2, Bond and mortgage of D C Urquhart, to your J B Myers, on Lot on Bockius' avenue, Camden Co, New Jersey, for $5000.

3, Bond and mortgage of Gries & Parton to John Kater, assigned to your J B Myers, on Lot on 5th street below Monroe or Norris street, for $5000.

4, Bond and mortgage of Washington Horter to your J B Myers, on Lot on 5th Street below Monroe or Norris street, for $2000.

And I do consent and agree that you shall hold all the other collaterals by me assigned to or deposited with you, of whatever nature or description, to secure you the balance due to you or your account with me, after crediting the said sum of $10,500, which balance, after deducting such credit of $10,500, when paid will amount to $4,723.90 on this date.

Four thousand, seven hundred and twenty three 90-100 dolls.

(Signed) E PILLING.

Philada, October 5, 1855.

EXHIBIT N3.

Certified Copy of Judgment of J R Jaffray & Son *vs.* D C Urquhart, in the Circuit Court of Camden county.

EXHIBIT O3.

Certified copy of Judgment of Blackiston & Cox *vs.* D C Urquhart in Circuit Court of Camden county.

EXHIBIT P3.

Copy of mortgage, Benj H Pitfield to George Gaskill, trustee.

EXHIBIT Q3,

Copy of Statement of Account of W R Gries & Co. with E M Davis & Co.

January, 1854, Wm R Gries & Co indebtedness to E M Davis & Co which Parton, Horter & Co and D C Urquhart agreed to pay,		$30,529 38
In 1854, Parton, Horter & Co and W Horter & Co purchased in mdse,		5,182 70
		$35,712 08
In 1854, Parton, Horter & Co p'd of W R Gries & Co's notes, about the time they fell due,	$5,511 79	
Rec'd in 1854, from accts which W Horter & Co transferred to us,	7,104 06	12,615 85
Balances due E M Davis & Co Jany 1, 1855,		$23,096 23

Rec'd in 1855, from the actts transferred to E M D & Co	2,200	88
Balances due E M Davis & Co Jany 1, 1856,	$20,895	35
Rec'd in 1856, from the accts transferred to E M D & Co	265	69
Balance due E M Davis & Co.	20,629	66

EXHIBIT R3,

Twelve notes of W R Gries & Co.

EXHIBIT S3,

Three notes of Parton, Horter & Co.

EXHIBIT T3,

Certified Copy of Proceedings in case of Hall *vs.* Urquhart, et al.

EXHIBIT U3,

Certified copy of Judgment, J J Smyth *vs.* Urquhart, in Circuit Court United States, for Eastern District of Pennsylvania.

EXHIBIT V3.

Copy of Judgment, Stegman, et al. *vs.* Urquhart, in District Court of city of Philadelphia.

EXHIBIT W3,

Copy of Receipt, and Note with signature taken off.

Received on 10 mo. 13th, 1855, of E M Davis & Co eight hundred and sixteen dollars (in check due 11mo. 15th) in consideration of which I have transferred my judgment against D C Urquhart to them.

FRANCIS LEE.

Camden, November 1st, 1854.

Six months after date we jointly and severally promise to pay to Francis Lee or order, the sum of eight hundred and sixteen dollars, without defalcation or discount for value received.

$816 00.

EXHIBIT X3,

Diagram of Bar-room at English's Hotel.

EXHIBIT Y3,

Copy of Receipt, Urquhart & Co to Jas. Lanning, April 4, 1849.

Received, Philadelphia, April 4th, 1849, of James Lanning, one thousand dollars. Also, notes at 3, 6, 9, 12 and 15 months, amounting to thirteen hundred and forty-four 81-100 dollars, being in full for stock of goods and fixtures in store 405 North 2d street.

Cash,	$1000	00
Notes,	1344	81
	$2344	81

URQUHART & CO.

The fixtures referred to above consist of counters, shelving, gas fixtures, plate-glass windows, outside doors, also bath house, and the other improvements made by us on the house and store, 405 north 2d street incl.

EXHIBIT Z3,

Copy of Receipt, J J Smythe to J P Burton, June 17, 1855.

Received Philada, June 17th, 1855 of me, Jonathan P Burton, one hundred dolls. in full for a certain judgment claim against D C Urquhart, as per article of assignment, executed to said Burton this day.

JOHN JAS SMYTHE.

EXHIBIT A4,

Brief of Title of Bloomfield.

Decree of Dismissal.

This cause coming on to be heard at the last regular term of the court of chancery, held at the State house in the city of Trenton, before the chancellor in the presence of Peter L Voorhees and Abraham Browning, of counsel with the complainants, and Thomas H Dudley and William L Dayton, of counsel with the defendants, John M Kaighn and Edward M Davis & Co, and the pleadings, depositions, exhibits and proofs being read, and the arguments of the respective counsel being heard and considered, and the chancellor having taken time to advise thereon, and now on this third day of February, in the year of our Lord one thousand, eight hundred and fifty-eight, it appearing to the chancellor that the complainants are not entitled to the relief sought and prayed for by them in their said bill of complaint. It is ordered, adjudged and decreed, that the complainant's said bill be, and the same is hereby dismissed. And it is further ordered, adjudged and decreed that the taxed cost be paid out of the surplus money raised in the case of Hall *vs.* Urquhart, and now in the hands of said clerk of this Court, and that the balance of said money be paid by the clerk to Edward M Davis & Co or to their solicitor.

B WILLIAMSON, C.

A TRUE COPY,
W M BABBITT, *Clk.*

Petition of Appeal.

New Jersey Court of Errors and Appeals.

To the Honorable the Court of Appeals in the last resort in all causes; the humble petition of Henry Robinson and William H. Parsons the appellants in the above stated cause, respectfully shows, that your petitioners find themselves aggrieved by a final decree, made in the Court of Chancery, by the Honorable Benjamin Williamson, Chancellor of the state of New Jersey, bearing date the third day of February in the year of our Lord, one thousand eight hundred and fifty-eight, wherein your petitioners were complainants, and the said David C Urquhart, Edward M Davis, Jonathan P Burton, Charles W Wharton, John Durburrow, Godfrey W Steinbrenner, Henry Earle, Albert Gardner, Sarah M Hall, John M. Kaighn, John James Smyth, Francis Lee, John B Myers, and William P. Tatem were defendants, in this respect to wit; that the said decree adjudges and orders, that the said complainants are not entitled to the relief sought and prayed for by them in their said bill of complaint, and that the said bill be and was thereby dismissed; and that in and by the said decree it was ordered and adjudged that the balance of the surplus money raised in the case of Hall vs Urquhart, and then in the hands of the clerk of the Court of Chancery, after payment of taxed costs, should be paid to Edward M Davis & Co on their Solicitor.

And your petitioners humbly appeal from those parts of the said decree of the Chancellor, which decree as aforesaid, upon the grounds that the same are erroneous, for that the said complainants were well entitled to the relief sought and prayed for by them in their said bill of complaint, and for that the said bill of complaint ought to have been retained by the said court, and for that the moneys decreed to be paid to the said Edward M Davis & Co or their solicitor ought to have been decreed to be paid to the said complainants.

Your petitioners therefore pray that the said decree of the said chancellor may be in the particulars aforesaid, reversed, set aside and for nothing holden, and that your petitioners may have such relief in the premises as to this Honorable Court shall seem meet.

Dated March 9, 1858. P L VOORHEES,

Solicitor for and of counsel with appellants.

A True Copy,

THOS. S ALLISON, Cl'k.

Petition of Defendants.

To the Honorable, the Court of Appeals in the last resort in all causes of law: The humble petition of Edward M. Davis, Charles W. Wharton, Jonathan Durburrow, Godfrey W. Steinbrenner, Henry Earle and Albert Gardner, the appellants in the above stated cause, respectfully shows that your petitioners find themselves aggrieved by a final decree made in the Court of Chancery by his Honor, Benjamin Williamson, Chancellor of the state of New Jersey, bearing date the third of February, in the year of our Lord eighteen hundred and fifty-eight, wherein the said Henry Robinson and William H. Parsons were complainants, and the said Edward M. Davis, Charles W. Wharton, Jonathan P. Burton, John Durburrow, Godfrey W. Steinbrenner, Henry Earle, and Albert Gardner and others were defendants in this respect, that the said decree adjudged and ordered, that the costs of prosecuting this suit in the said Court of Chancery shall be paid and satisfied out of the moneys now in the hands of the Clerk of the Court of Chancery, which moneys so in his hands are the surplus moneys arising upon the sale of the real estate made in the case of Hall *v.* Urquhart.

And your petitioners humbly appeal from that part of said decree of the Chancellor which decrees as aforesaid upon the ground that the same is erroneous, for that the said costs should have been paid and satisfied by the said Henry Robinson and William H. Parsons, and the whole of the money in the clerk's hands decreed to your petitioners. Your petitioners therefore pray that the said decree of the said Chancellor may be in the particulars aforesaid reversed, set aside, and for nothing holden, and that your petitioners may have such relief in the premises as to this honorable court shall seem meet.

Dated this 9th day of February, A. D. 1858.

THOS. H. DUDLEY,
Sol. and of Counsel with Deft's, who are Appell'ts.
WM. L. DAYTON,
Of Counsel with Appell'ts.

A true copy.
THOS. S. ALLISON, *Cl'k.*

Answer to Petition of Appeal.

These respondents not confessing all or any of the matters to be true, as in and by the said petition of Appeal are mentioned and set forth, for answer thereto say that they believe it to be true that such decree as is complained of was made by the Court of Chancery, as in the said petition and appeal is mentioned and set forth; but as to the date, substance, and extent thereof these respondents humbly crave leave to refer thereunto when the same shall be produced. And these respondents humbly conceive and are advised, that the said decree, in the matters complained of in the said petition of appeal, is agreeable to equity and justice, and therefore humbly hope that the same in the matters aforesaid may be affirmed, and the said appeal may be dismissed this honorable court with costs.

P. L VOORHEES,
Solicitor for, and of Counsel with Respondents.

SUPPLEMENTARY EXHIBITS,

Printed as by Order of the Court.

Exhibits on part of Complainants.

EXHIBIT No. 6.

Exemplification of Judgment in Camden Circuit Court, Henry Robinson and William H. Parsons *vs.* David C. Urquhart, lately trading as Urquhart and Co. Judgment signed November 28, 1856, for $2359.45 damages and costs.

EXHIBIT No. 7.

Exemplification of Judgment in Camden Circuit Court, Henry Robinson *vs.* David C. Urquhart, lately trading as Urquhart and Co. Judgment signed November 28, 1856, for $3156.08, damages and costs.

EXHIBIT No. 8.

Exemplification of Judgment in New Jersey Supreme Court, John James Smythe *vs.* David C. Urquhart. Judgment signed October 24, 1854, for $2243.65 debt and costs.

EXHIBIT No. 9.

Exemplification of Judgment in Camden Circuit Court, Francis Lee *vs.* David C. Urquhart. Judgment signed December 21, 1854, for $3526.24 debt, and $4 costs.

EXHIBIT No. 12.

Assignment of bond and mortgage of D. C. Urquhart on Bloomfield for $2100, and decree and execution thereon, by John W. Mickle to Henry Robinson and William H. Parsons. Dated December 15, 1856, consideration $2456.53.

EXHIBIT No. 14.

Deed. William P. Tatem Sheriff of Camden county to Charles W. Wharton. Dated and aknowledged October 20, 1855, and recorded in Camden county clerk's office. October 27, 1855. For three tracts of land in township of Delaware, county of Camden state of New Jersey. The first containing 22.50 acres known as the Halzell field. The second containing 20.65 acres known as the brick yard tract. The third containing 108,87 acres known as the Bloomfield Cottage Farm. Consideration $85.00.

EXHIBIT No. 20.

Bond, David C. Urquhart to John B. Myers, dated December 23, 1853, conditioned for payment of $10,000.00 in one year, with interest semi-annually.

EXHIBIT No. 21.

Mortgage David C. Urquhart and wife to John B. Myers. Dated and aknowledged December 27, 1853, and recorded in Camden clerk's office, December 30, 1853, given to secure bond of D. C. Urquhart for $10,000.00, marked Exhibit No. 20, upon tract of land in the township of Delaware, county of Camden, state of New Jersey containing 108.87 acres of land and known as the Bloomfield Cottage Farm.

EXHIBIT No. 30.

Mortgage, David C. Urquhart wife to John B. Myers, dated and acknowledged July 11, 1854 and recorded in Camden clerk's office July 26, 1854, given to secure bond of D. C. Urquhart for $5000.00, marked Exhibit No. 31, upon a tract of land in township of Delaware, county of Camden, state of New Jersey, having front of about 770 feet on Bockius Avenue, and about 411 feet in length or depth, known as the brick yard, being part of large tract of land that Samuel Halzell and wife conveyed to D. C. Urquhart and by deed dated January 16, 1854, see Exhibit G.

EXHIBIT No. 31.

Bond, David C. Urquhart to John B. Myers dated July 11, 1854, conditioned for payment of $5000.00 in one year, with interest semi-yearly.

EXHIBIT No. 34.

Bond, William R. Gries and Harry Parton to John Kater, dated January 10, 1854, conditioned for payment of $5000.00 with interest half yearly, assigned to John B. Myers.

EXHIBIT No. 35.

Mortgage, William R. Gries and Harry Parton to John Kater, dated and acknowledged January 10, 1854, recorded in Philadelphia office for recording deeds, to January 26, 1854. Given to secure bond of W. R. Gries and H. Parton, marked Exhibit No. 34, upon certain lots of land in city of Philadelphia, known as Kensington lots, mortgage assigned by Kater to John B. Myers, January 25, 1854. On said mortgage is following endorsement, viz: "$849.78, paid on account of this mortgage, by sheriff Magee. T. D. Smith, for sheriff."

EXHIBIT No. 36.

Bond, Washington Horter to John B. Myers, dated September 22, 1854, conditioned for payment of $2000.00 in one year, with interest half yearly.

EXHIBIT No. 37.

Mortgage, Washington Horter to John B. Myers, dated and acknowledged September 22, 1854, and recorded on same day in Philadelphia office for recording deeds, &c. given to secure bond of W. Horter, marked Exhibit No. 36, upon certain lots of land in the city of Philadelphia, known as theKensington lots.

EXHIBIT No. 38.

Deed, John W. Mickle and others to David C. Urquhart, for Bloomfield farm, dated March 25, 1853, consideration $12,250.

EXHIBIT No. 41.

Order, D. C. Urquhart on Chas. Wharton.

Mr. Chas. Wharton;

You will please pay to Messrs. J. R. Jaffray & Sons, or their attorney, Constant Guillou, Esq. fifteen hundred dollars, out of proceeds of sale of Bloomfield property, or any other assets that you may have belonging to me. Respectfully,

Philadelphia, February 2, 1856. D. C. URQUHART.

EXHIBIT No. 42.

Release, David C. Urquhart and wife to Charles W. Wharton, dated October 31, 1855. Acknowledged before R. Graham Clarke and recorded in Camden county clerk's office, October 31, 1855, for three tracts of land in the township of Delaware, county of Camden and state of New Jersey. The first containing 22.50 acres, known as Halzell field. The second containing 20.65 acres, part of which is known as brickyard tract, and the third containing 108.87 acres, known as the Bloomfield Cottage Farm, consideration $1.

EXHIBIT No. 64.

Deed, David C. Urquhart and wife to James P. Michellon, dated and acknowledged September 6, 1855, for 20.65 acres of land in Delaware township, Camden county, New Jersey, conveyed to D. C. Urquhart by S. Halzell, by deed dated January 16, 1854, part of which is known as brickyard tract, consideration $6000.

EXHIBIT No. 66.

Exemplification of Judgment in district court of city of Philadelphia, William R. Gries and Harry Parton, trading as W. R. Gries & Co. *vs.* Isaac Marter & Emerson M. Marter, trading as I. Marter & Son. Judgment signed December 13, 1853, for $10,000 debt and $7.75 costs. Assigned January 10, 1854, to John Kater.

EXHIBIT No. 67.

Memorandum.

Copy from page 159 of book of original entries of E. Pilling.

159. Philadelphia, January 16, 1854.

Dr. D. C. Urquhart, attorney.

To Myers, Claghorn & Co. 4 notes of $2500 ea, date 14 Jany, 6 mos. $10,000

See memorandum filed in small tin box.

Cr.

D. C. Urquhart, with the following, which are now in the hands of Myers, C. & Co. as collateral security for the payment of my four notes for $2500 each, dated 10 January, 6 mos. the said securities to be returned to David C. Urquhart, his heirs or assigns, on the return of my four notes above mentioned.

Memorandum of Collaterals, viz:

EXHIBIT No. 68.

(*Copy of pages* 221, 222, 223, 224 *and* 225, *of Leger of* E. PILLING.)

221 D. C. Urquhart.

1852.	To account forward,			13,707	44	Foster & Beare, 83	75 00
Sept.	1, To cash,		34	10	00	Dec. 4, Cherrill, 41	175 00
	" " "		"	10	00	Oct. 28, King Stands, 68	15 00
	6, " "		35	6	00	Dec. 13, Wilts order to Van-	
	7, " "		"	20	00	den, 81	25 00
	14, " "		"	10	00	Balance, 290 00	16,744 35
	23, " "		"	200	00		
	21, " "		36	100	00		
	30, " "		"	5	00		
Oct.	2, " " Haines,		"	50	00		
	" " G. Favul,			50	00		
	12, " cash,		37	10	00		
	16, " "		"	6	08		
	20, " " Jones,		39	225	00		
	Forster & B.		83	275	00		
	27, "		39	10	00		
	" "		"	100	00		
	" "		"	25	00		
Nov.	20, " Haines,		40	50	00		
Dec.	1, "		41	10	00		
	3, " Carpet,		"	17	00		
	"		"	80	00		
Oct.	25, " S. Parson's note,		65	290	00		
	30, " Groceries,		69	11	57		
Nov.	1, " Horse, &c.			64	35		
	7, " Mackeral,		73	11	00		
	11, " (Loaned)		74		"		
	15, " Cigars,		76	3	00		
	23, " Looking Glass,		77	1	54		
Dec.	6, " Mdze.		79	1	45		
	10, " Flour,		80	6	50		
	11, " Mdze.		81	1	20		
	" " E P. acceptance,			194	92		
	13, " Cash, F. & B.		41	25	00		
	16, " Mdze.		82	28	62		
	17, " "		83	3	00		
	" " "		"		75		
	18, " "		84	1	80		
	22, " "		85	7	70		
	24, " "		86	4	50		
	" " "		"	12	56		
	" " "		87	12	66		
Jan.	7, Hoffman & Co.		88	746	69	79	
	8, Cassima,		89	1	00		
Dec.	18, Cash,		43	6	56		
	" "			35	00		
	31, "		44	74	61		
1853,	" "			8	50	Transfer to Moody.	
Jan.	4, "		"	60	00		
	13, "		"	70	00		
	29, "		46	30	00		
				17,034	35		17,034 35

(☞ The foregoing account has been crossed from top to bottom with a lead pencil mark.)

222	Balance forward,		16,744	35				
Feb. 11,	Harris,	47	50	00				
21,	Brandy,	90	43	60				
Jan. 29,	Dry Goods,		27	00				
"	"	92		50				
Feb. 10,	Mdze.	95	12	25				
"	"	96	6	66				
"	Dry Goods,	"	19	60				
23,	To Cash, Rent,	48	131	42		By Error,		131 42
21,	" "	"	38	50	Feb. 23,	By cash,	48	131 42
23,	" "	"	9	37	Apl. 4,	" "	52	265 00
28,	" "	"	10	00	16,	" Athuly,	54	18 00
"	" "	"	179	50	23,	"	55	3 00
Mch. 2,	" "	49	10	00	May 27,	"	"	20 00
5,	" "	"	15	00	June 4,	"	56	13 75
4,	" Middlen,	"	50	00				
8,	" Gihon & Co.	"	729	74		Balance,		24,889 25
4,	" Soap,	97		90				
"	" Pants,	98	1	50				
7,	" Bills rec.	"	1103	15				
8,	" Mdze.		31	94				
12,	" Cash,	51	4	25				
17,	" "		10	00				
18,	" " Hout,		290	00				
24,	" " Bown,		47	45				
"	" Carpet,		65	22				
19,	" Mdze.	103	2	00				
31,	" "	104	5	60				
25,	" Cash,	52	5000	00				
29,	" " Horter,	"	300	00				
April	" "	107		32				
10,	" "	53	10	00				
14,	" "	"	5	00				
16,	" "	"	5	00				
21,	" "	54	50	00				
30,	" "	"	11	00				
May 6,	" "	"	50	00				
14,	" "	"	12	00				
20,	" "	55	11	69				
21,	" "	"	20	00				
7,	" Mdze.	113	25	00				
20,	" "	115	1	55				
Apl. 18,	" "	108	4	03				
"	" Hitchcock,	"	15	25				
May 25,	" "	55	273	00				
June 4,	" "	56	12	00				
"	" Bills cash,	"	17	00				
7,	"	"	5	00				
May 27,	Mdze.	116	4	50				
	8727 49							
			25,471	84				
July,	Balance,		24,889	25				

(☞ The foregoing account has been crossed from top to bottom with a lead pencil mark)

223	1853,	Forward,			24,889	25			
	June 10,	Salt,		119	1	87	Mch. 8,	By Mdze. per Sutherland,	99 281 50
	"	Mdze.		"	1	85			
	"	Order, Haines,	D. B.		50	00			
	July 9,	Mdze,		122	5	87			
	10,	To Cash,		56	10	00			
	16,	"	"	"	2	00			
	June "	"	"	"	12	00			
	21,	"	"	57	7	00			
	30,	"	"	"	700	00			
	July 1,	"	"	"	169	00			
10	4,	"	"	"	40	00			
	13,	"	"	58	10	00			
	"	"	"	"	23	88			
	21,	"	"	"	10	00			
	23,	"	"	"	11	00			
	Aug. 1,	"	"	5..9	25	00			
	4,	"	"	"	16	00			
	11,	"	per Aurk,	"	9	00			
	"	"	" Fusin,	"	9	01			
		"	"		20	00			
	July 28,	"	Mdze,	123	1	50			
	"	"	"	"	13	62			
	"	"	"	124	3	00			
20	Aug. 10,	"	Brandy,	"	6	00			
	"	"	per King	"		25			
	23,	"	Brandy, York,	126	7	50			
	25,	"	Mdze. (Ribe,)	"	"				
	30,	"	Aurk Pants,	127	2	75			
		"	P. Caste,	60	8	75			
			1176	85					

(Marked "Closed," in lead pencil.)

(☞ The foregoing account has been crossed from top to bottom with a lead pencil mark.)

324 Dr. D. C. Urquhart, Cr.

Sept.	5,	To Cash,	63	10 00	Sep. 27, By Cash,	67	60 00
	9,	" per Gotleib,	"	75 00	See memo. D.		
	14,	"	64	5 00			
	19,	" "	65	3 81			
	30,	" Bloomfield,	68	50			
Oct.	3,	" "	69	1 75			
	6,	" "	"	17 50			
	14,	Self,	70	2 50			
	13,		"	30 00			
	1,		69	7 00			
Sept.	5,	Cyrus Rudden,	132	12 00			
	"	Sutherland order,	136	1000 00			
	30,	Bloomfi'd Alleys,	137	22 30			
Oct.	6,	" Cuyen, &c.	138	25 00			
	7,	" " "		6 25			
	14,	" "	140	50 00			
	"	" " "		6 25			
Sept.	7,	Order, J. Snedeker,	133	5 00			
Oct.	20,	Segars,	142	6 50			
	27,	Cash,	71	20 00			
	22,	Mdze.	137	6 93			
	28,	Order,	143	10 00			
Nov.	12,	Mdze. chgd. to Moody, May 31st, 1852, 1976 07,	146	652 88			
	3,			25 00			
	2,	Mdze.	144	11 00			
	5,	Segars,		8 00	Marked "closed, see receipt," in lead pencil.)		
	23,	To notes,	150	5000 00			
		McKenner ac.		94 18			
		Gun and Pistol,	150	150 00			
Dec.	28,	8 Gal. Brandy,	151	2 56			
		50 lb. Tea,	152	12 00			
		W. Dickson,	157	75 00			
	30,	To order,	"	20 00			
Jan.	24,	Mdze.	160	25 92			
		"	161	1 75			
		McKensie,	163	88 92	By Mdze.	24	00
		Dry Goods,	164	19 62			
		Ale,	165	6 50			
		Brandy,	167	32 50			
		Mdze.	169	8 40	(Marked "page 225," in lead pencil.)		
		Brandy,	176	950 35			
May	13,	Accept,	178	1392 72			
		Con,		34 80			
		Cash,	180	7 25	Balance forward,	3092	38
				3116 35		3116	38

(☞ The foregoing accounts have been crossed from top to bottom with a lead pencil mark.)

225	D. C. Urquhart.			
1854,	To ac. forward,		3116	38
July	1, To Mdze.	188	57	75
	4, Ch. ac. gin,	"	27	00
	Gries Note,	"	75	00
	12, Brandy,		2	25
Aug.	8, "	191	15	00
	" Protests,		16	43
	21,	192	14	00
	30, Mdze.	193	19	30
Sep.	2, Depuy,	194	57	20
	13, Brandy,	196	125	00
	"	197	2	50
	"	198	1	25
	28, Mdze,	199	100	00
Oct.	9, "	200	195	75
Nov.	7, "	203	20	75
	8, "	"	8	30
	17, "	205	10	50
	" "	206	7	50
	" "	"	4	75
Dec.	1, "	207	6	50
	15, "	"	4	75
	23,	219	50	00
			4720	99

R. W. P.		291 76
1392 72		
Allow Gries & Co.		150 00
Faust,		154 63
McKenzie,		88 92
Allow	95 75	
Akers,	706 76	

(Marked "closed," in lead pencil.)

EXHIBIT No. 74.

Bond, James T. Grenilds to Benj. H. Pitfield, dated August 9, 1853, conditioned for payment of $825 in one year, with interest half yearly, assigned to D. C. Urquhart, and by him assigned to E. Pilling.

EXHIBIT No. 75.

Mortgage, James T. Grenilds and wife to Benj. H. Pitfield. Dated and acknowledged August 9, 1853. Recorded in the Camden county clerk's office, August 17, 1853. Given to secure bond of J. T. Grenilds for $825, marked Exhibit No. 74, upon lot of land in city of Camden, state of New Jersey, on west side of West street, 60 feet south of Becket street, having a front of 15 feet on West street by a depth of 62 or 63 feet. Mortgage assigned by Pitfield to D. C. Urquhart, and by him assigned to E. Pilling, and annexed to it is the following agreement, &c. "I hereby guarantee D. C. Urquhart from any loss on account of any previous incumbrances that there may be on the two lots, the mortgages on which I have this day given him.

Philadelphia, 6 mo. 22. BENJ'N H. PITFIELD.

On said mortgage is the following endorsement, written in lead pedcil, viz. "I assign this to E. M. Davis, September 20, 1855.

E. PILLING, [L. S.]

EXHIBIT No. 76.

Bond, Jas. T. Grenilds to Benj. H. Pitfield. Dated August 9, 1853. Conditioned for payment of $825 in one year, with interest half yearly. Assigned to D. C. Urquhart and by him assigned to E. Pilling.

EXHIBIT No. 77.

Mortgage, James T. Grenilds and wife to Benj. H. Pitfield, dated and acknowledged August 9, 1853, recorded in Camden county clerk's office, August 17, 1853. Given to secure bond of J. T. Grenilds for $825, marked Exhibit No. 76, upon lot of land in the city of Camden, state of New Jersey. Beginning at the corner of Line and West streets; thence along West street north 17 feet; thence west 63 feet; thence south 30 feet 6 inches to north line of Line street; thence along Line street east 65 feet 4 inches to beginning. Mortgage assigned by Pitfield to D. C. Urquhart, and by him assigned to E. Pilling and included in agreement of Pitfield's to indemnify against any loss on account of any prior mortgages on the premises. On said mortgage is the following endorsement, written in lead pencil, viz. "I assign this to E. M. Davis. Sep. 20, '55. E. Pilling, [L. S.]"

EXHIBIT No. 81.

Power of Attorney.

Know all Men by these Presents, That I, William R. Gries, of the city of Philadelphia, merchant, do make, constitute and appoint David C. Urquhart, of the city of Philadelphia, my true and lawful attorney for me and in my name, to superintend to all and every suits, collection of claims, defending and bringing of suits at law or in equity, and generally to superintend all my business, and to settle the same, and to have the same power and authority as I now have in the premises, with power also an attorney or attornies, under him for that purpose to make and substitute, and to do all lawful acts requisite for effecting the premises—hereby ratifying and confirming all that the said attorney, or substitute or substitutes shall do therein, by virtue of these Presents.

In testimony whereof, I have hereunto set my hand and seal the day of Anno Domini 185

WM. R. GRIES, [SEAL.]

Sealed and Delivered in presence of WASHINGTON HALL, WASHINGTON HORTER.

This nineteenth day of January, A. D. 1854, personally appeared before me, the subscriber, an alderman of the city of Philadelphia, the above named William R. Gries, and acknowledged the foregoing Power of Attorney to be his act and deed, and desired the same might be recorded as such, according to law.

Witness my hand and seal, this nineteenth day of January, 1854. STEPHEN R. SIMMONS, *Alderman*, [SEAL.]

EXHIBIT No. 93.

Certified copy of Proceedings in Supreme Court of New Jersey. Henry Stegman, Edward Stegman and Hebron T. Zimmerman, trading as Stegman, Brothers & Co. *vs.* David C. Urquhart, being copy of summons, narr. and schedule and affidavit with notice of filing, narr. and affidavit of service.

EXHIBIT No. 96.

Certified copy of Deed, David W. Carrall and wife, to John K. Hammitt. Dated July 1, 1857, for tract of land in township of Delaware, county of Camden, and state of New Jersey, containing 20.04 acres. Consideration $5000.

EXHIBIT No. 97.

Exemplification of Judgment in District Court of city of Philadelphia, William R. Gries and Harry Parton, trading, &c. as W. R. Gries & Co. *vs.* Isaac Marter and Emerson M. Marter, trading as I. Marter & Son. Judgment signed December 5, 1853, for $8180 debt, and $7.75 costs.

EXHIBIT No. 98.

Exemplification of Judgment in District Court of city of Philadelphia, William R. Gries *vs.* Isaac Marter, Emerson M. Marter, trading as I. Marter & Son. Judgment signed December 5, 1853, for $34,122.78 debt and $7.75 costs.

EXHIBIT No. 99.

Letter of Benj. H. Pitfield to C. Guillou, Esq.

"C. Guillou— Philadelphia, 3d mo. 26th, 1856.

Respected friend, I will agree to deliver the goods invoiced to D. C. Urquhart to thee as soon as I am certain that the conveyance to me is all right and not effected by judgments, &c. In the meanwhile I will hold the goods subject to thy order.

Respectfully, BENJN. H. PITFIELD."

"I will call to see thee."

Exhibits on Part of Defendants.

EXHIBIT G.

Deed, Saml. Halzell and wife to Davd C. Urquhart, dated and acknowledged January 16, 1854, for tract of land in township of Delaware, county of Camden and state of New Jersey, beginning at corner of Urquhart's land, in line of lands of Barton; thence by Urquhart's lands, north west 10.50 chains to corner; thence by lands of Sarah Fisher and Mary Volans, north east 19.65 chains to a corner; thence by lands of Irwin Akers, south east 10.10 chains to a corner; thence by lands of Barton, south west 20.70 chains to beginning, containing 20.65 acres. Consideration $1239.

EXHIBIT BB.

Deed, David C. Urquhart and wife to Jonathan P. Burton, dated and acknowledged December 7, 1854, recorded in Camden county clerk's office, December 20, 1854, for 22.50 acres of land in Delaware township, Camden county. Consideration $7000. Covenants against all persons claiming under D. C. Urquhart and wife, or either of them. Does not mention or refer to mortgage or other incumbrance on the premises.

EXHIBIT DD.

Mortgage, David C. Urquhart and wife to John B. Myers, dated December 27, 1853, for $10,000 and interest on Bloomfield farm. Recorded in Book F. of Mortgages.

Mortgage, Same to Same, dated July 11, 1854, for $5000, and interest on brickyard at rear of Bloomfield farm. Recorded in Book F. of Mortgages, page 314, of Camden county records.

I, the mortgagee above named, do hereby acknowledge that no part of the principal or interest secured by either of the above specified mortgages has heretofore been paid, and that the whole amount thereof is yet remainining due and payable, and also, that the said mortgages and the monies thereby secured, have with my knowledge and consent been assigned and transferred to Edward M. Davis, of the city of Philadelphia, merchant.

DAVID C. URQUHART.

Phila. Oct. 3, 1855.

EXHIBIT EE.

Letter of C. Guillou, Esq. to Chas. Wharton.

" Dr Sir— Walnut street above 6th.

I am retained by Mr. Urquhart for proceedings in this county to enjoin your setting up title to the Bloomfield farm, and it would afford me great pleasure to have a reference to your counsel with a view to making the proceedings as little annoying as possible. Your early reply will oblige

Yours resp'y, GUILLOU.

MR. CHAS. WHARTON. Dec. 23, 1856."

EXHIBIT FF.

Statement by D. C. Urquhart.

" All the securities to be transferred to Mr. Davis as guarantee for the amount due Myers, Claghorn & Co. say, 18,200 00

Of this to be paid from the mortgage on Bloomfield and brickyard, 1,500 00

From other assets, 16,700 00

When the above sums are paid to Mr. Davis, the mortgage on brickyard and on Bloomfield to be transferred to Urquhart or his order.

All the balance of the assets or proceeds are to go to the credit of J. P. Burton.

List of assets, mortgage on Kensington property,	$5,000 00
" " "	2,000 00
Merchandize (cost $18,000),	11,000 00
Marter Judgment,	5,000 00
Book debts and bills received, Byers included, say	5,000 00
	$28,000 00

Urquhart's mortgage for $15000, say on Bloomfield, and brickyard are security that the 16,700 are received from the other assets, and that he pays the 1500 himself."

EXHIBIT JJ.

Exemplification of Judgment in the Supreme Court of New Jersey, Charles W. Wharton *vs.* David C. Urquhart, in ejectment to recover possession of three tracts of land in the township of Delaware, county of Camden and state of New Jersey. The one tract containing 22.50 acres. The second tract containing 20.65 acres, and the third tract containing 108.87 acres, known as Bloomfield Cottage Farm.

EXHIBIT KK.

Copy of bill in equity in court of Common Pleas, of the county of Philadelphia. Between George Pearce and Henry Smith, copartners, lately trading as George Pearce & Co. plaintiffs, and David C. Urquhart, Edward M. Davis, Charles W. Wharton, Jonathan P. Burton, John Durborrow, G. W. Steinbrenner, Henry Earle and Albert Gardner, defendants. Praying for injunction to restrain the defendants from proceeding in an action of ejectment, in the circuit court of the county of Camden, to recover possession of the Bloomfield Cottage Farm and other premises, and from conveying, charging and encumbering said farm, and from the setting up or asserting the pretended title of the said Charles W. Wharton to the said premises, and for further and other relief and process against all the above named defendants.

EXHIBIT NN.

Certified copy of Petition of D. C. Urquhart, in the court of Chancery, of New Jersey, in suit of S. M. Hall *vs.* D. C. Urquhart, et al.

In Chancery, N. J. Between Sarah M. Hall, complainant and David C. Urquhart & ux. & al. defendants. On bill, &c. and decree for sale.

To the honorable Benjamin Williamson, Chancellor of the state of New Jersey:

The petition of David C. Urquhart, of the county of Camden, in said state, respectfully showeth that the complainant's bill of complaint in the above stated cause was filed for the foreclosure and sale of the equity of redemption in certain mortgaged premises, situated in Delaware township, in the said county of Camden, containing two hundred and thirty acres, more or less, and known as the "Bloomfield Cottage Farm." That your petitioner at the time of the filing of the said bill was and still is the owner of a large and valuable part of the said farm. That the complainant, the said Sarah M. Hall, held two mortgages upon the said farm, and John W. Mickle, one of the defendants in said cause, held another mortgage thereon; and that there was also another mortgage upon that portion thereof owned by your petitioner, executed by your petitioner unto John B. Myers, which was expressed therein to be for the purpose of securing the payment by your petitioner to said Myers, of the sum of ten thousand dollars. That the said John W. Mickle and John B. Myers are made defendants in the said bill of complaint, as holders of the said mortgages and certain other persons in the said bill

of complaint named, are also made defendants therein as holders of liens upon mortgaged premises, or otherwise interested therein. All which will more fully appear, and by the said bill of complaint reference being thereto had.

And your petitioner further shows that no appearance, plea, demurrer or answer to the said bill of complaint was put in or filed by any of the defendants thereto, so far as your petitioner knows or believes, and that by an interlocutory decree and order of reference made in said cause, the said bill of complaint was taken as confessed against all the defendants therein, and it was referred to Richard W. Howell, Esquire, one of the masters of this court, to ascertain and report the amount due upon the said mortgages, and other incumbrances upon said property. That in pursuance of said order the said master made a report bearing date on the sixth day of December last, wherein it is among other things reported and stated that on the day of the date thereof, there was due to the said John B. Myers, for principle and interest upon the said mortgage, executed to him as aforesaid, the sum of eleven thousand one hundred and sixty-five dollars. And your petitioner further shows that the said report is in that respect entirely erroneous, and that if there is anything whatever due to the said John B. Myers, upon said mortgage, it is a much less sum than the amount so as aforesaid reported by the master to be due thereon. That before the execution of said mortgage by yous petitioner to said Myers, he had agreed to advance money from time to time to your petitioner as your petitioner might require it in his business transactions, and the said mortgage was executed as aforesaid in order to secure the said Myers for such advances. That such Myers did not at that time nor afterwards pay or advance any money to your petitioner, but certain transactions took place which the said Myers claimed to be for the benefit of your petitioner, being certain securities or notes delivered by said Myers to one Pilling, and which said Myers claimed were of such a nature that he was entitled to hold the said mortgage as a collateral security therefor, they being, as he alleged, intended for the benefit of your petitioner, and applied to his use. But your petitioner avers and charges the truth to be that if anything is due to the said Myers on account of such transactions yet, that the amount is very small and that the said Myers is not entitled to claim the amount referred to be due by the said Master as aforesaid nor any where near that sum. That your petitioner did not appear before said master at the time of the making of the said report, nor had he any notice thereof, nor did he know that the said John B. Myers intended to produce his said mortgage before the said master, that if your petitioner had known of it, he could have shown by sufficient proof before the said master, that there was nothing due to said Myers on said mortgage, or if anything, but a very small sum. That the said Myers did not file any answer to the said bill of complaint, so that your orator was not oppressed by any proceedings in this cause, that the said Myers claimed any thing to be due to him on said mortgage, nor that he meant to put in any claim therein before the master.

And your petitioner further shows, that a final decree of this court was made in said cause, confirming the said report and di-

recting the said mortgaged premises to be sold in order te raise and pay the sums reported to be due, in and by the said report and among others the sum so as aforesaid reported to be due to the said Myers upon his mortgage, and in pursuance of said decree a writ of execution hath been issued out of this court directed to the sheriff of said county of Camden, commanding him to sell the said mortgaged premises in order to pay and satisfy the said claims, and William P. Tatem, Esq. the sheriff of said county hath advertised the premises for sale accordingly, on the twenty-third day of July, eighteen hundred and fifty-six, and although your petitioner has requested him to adjourn the sale he has declined to do so, and declared that he would sell at that time.

And your petitioner is satisfied that if he should do so the said property would be sold at a great sacrifice.

And your petitioner further shows, that he is greatly aggrieved and injured by the proceedings in the said cause. That the amount reported to be due in and by the said master's report on the said Myers mortgage is erroneous and unjust, and that your petitioner has abundant proof to make the same manifest, and he desires an opportunity to produce the same before this honorable court, which by reason of the course of this cause, he has not yet had.

Your petitioner therefore prays that the said final decree in the said cause may be opened and set aside entirely, or at least so far as relates to the mortgage of the said John B. Myers, and that the said report may also be set aside, ad that it be referred again to the said master to inquire into the amount due upon said mortgage, and that your petitioner may be allowed to produce his evidence before the said master, and that your petitioner may have such other and further relief as her case may require and shall be agreeable to equity and good conscience. And that the said William P. Tatem, Esq. sheriff of the county of Camden, his deputies, agents, counsellors and servants may by the order or injunction of this honorable court be directed and enjoined to desist and refrain from proceeding to sell the said mortgaged premises, or any part thereof, and from all further proceedings whatsoever under or by virtue of the said writ of execution until this court shall make other order to the contrary.

And your petitioner will ever pray, &c.

DAVID C. URQUHART.

J. WILSON,

Sol'r and of Counsel with Petitioner.

New Jersey, ss. David C. Urquhart, the petitioner above named, being duly sworn according to law on his oath saith, that the facts, matters and things in the foregoing petition contained, so far as the same relate to his own acts and deeds are true, and so far as they relate to the acts or deeds of any other person or persons, he believes the same to be true. DAVID C. URQUHART.

Sworn and subscribed this 23d day of July, A. D. 1856, before me,

WM. C. HOWELL,

Master in Chancery of New Jersey.

A TRUE COPY.

W. M. BABBITT, *Clk.*

Order to take Testimony, filed Sept. 11, 1856.

A petition having been filed in this cause by David C. Urquhart, one of the defendants, praying that an injunction be granted for the purposes mentioned in said petition, and also praying that the final decree in said cause be opened, it is ordered by the court that the parties to tae said cause have leave upon due notice to take affidavits relating to the matters mentioned in said petition, to be read upon the hearing of this case, and that the said parties shall have the right to examine under oath the other parties or any of them. On motion of J. Wilson, solr of D. C. Urquhart. Dated 11 September, 1856.

B. WILLIAMSON, *C.*

Order for Dismissal, filed Oct. 4, 1856.

The hearing of the motion to dissolve the injunction heretofore issued in this case, upon the petition of David C. Urquhart. and the motion to open the decree coming on in the presence of James Wilson, of counsel with the petitioner, David C. Urquhart, and Thomas H. Dudley, of counsel with the complainant, Sarah M. Hall, and the two defenpants, John B. Myers and John W. Mickle, and the petition, affidavits, depositions, exhibits and proofs being read and considered and counsel heard; it is by the chancellor, on motion of Thomas H. Dndley, of counsel with complainant, on this first day of October, in the year of our Lord one thousand eight hundred and fifty-six, ordered, adjudged and decreed that the injunction heretofore issued in this case, at the instance of the said David C. Urquhart, be and the same is hereby dissolved, and that the petition of the said David C. Urquhart be and the same is hereby dismissed with costs, and that the said David C. Urquhart pay the said complainant and the defendant, John B. Myers and John W. Mickle, their costs about this case, in this behalf expended, to be taxed, &c.

B. WILLIAMSON, *C.*

EXHIBIT OO.

Letter of R. W. Howell to Thos. Williamson, dated Oct. 1st, 1855. In reference to the title of Bloomfield Cottage Farm.

EXHIBIT PP.

Letter of A. Browning to R. W. Howell, dated Oct. 1st, 1855. Concerning certain incumbrances on the Bloomfield Cottage Farm.

EXHIBIT QQ.

Certificate of search and certificate of A. Browning and R. W. Howell. Concerning title of Bloomfield Farm.

EXHIBIT RR.

Ten certificates of search against Bloomfield Cottage Farm.

EXHIBIT XX.

Deed, George Megee, sheriff of Philadelphia, to Charles W. Wharton, dated, acknowledged and recorded April 19, 1856, conveying lots known as Kensington lots. Consideration $1000.

EXHIBIT ZZ.

Exemplification of Proceedings in the District Court of Philadelphia, on scire facias on mortgage of Wm. R. Gries and Harry Parton, known as the $5000 Kensington mortgage. Upon which proceeding, property sold and deed marked Exhibit XX is based.

EXHIBIT F3.

Policy of insurance of Delaware Mutual Safety Insurance Company to Charles W. Wharton on Bloomfield Cottage villa, &c. dated April 21, 1856, and insures for 1 year from date, $4500, on Bloomfield Cottage villa, and $1500 on barn, amount of premium paid, $60. Policy renewed for one year, April 23, 1857.

Copy of Endorsement on Exhibit G3.

"Articles of Agreement, Ellis Pilling with John B. Myers and Myers & Claghorn & Co. For sale of collaterals, dated Feb. 17th, 1854.

EXHIBIT L3.

Copy of Boud, Parton, Horter & Co. to William R. Gries, and statement of liabilities agreed to be paid.

A bond, Harry Parton and Washington Horter to Wm R. Gries, dated 14 day of January, 1854, in sum of 105,000. Conditioned for the payment of the liabilities of Wm. R. Gries & Co. mentioned in schedule annexed to the bond, (Gries & Co. having transferred all stock of goods, &c. to Parton, Horter & Co.) In the schedule are the following notes, by E. M. Davis & Co. held against said Wm. R. Gries & Co. and which said Parton, Horter & Co. assumed to pay.

One to E. M. Davis & Co. for	1900 00
One to E. M. Davis & Co. due 1–4 March,	1483 65
One to E. M. Davis & Co. due 5–8 March,	1424 13
One to E. M. Davis & Co. due 12–15 March,	2015 13
One to E. M. Davis & Co. due 15–18 March,	971 26
One to E. M. Davis & Co. due 15–18 March,	2833.02
One to E. M. Davis & Co. due 21–24 March,	3533 22
One to E. M. Davis & Co. due 26–29 March,	2015 13
One to E. M. Davis & Co. due 26–29 March,	2105 33
One to E. M. Davis & Co. due 5–8 May,	1973 61
One to E. M. Davis & Co. due 7–10 May,	2015 13
One to E. M. Davis & Co. due 15–18 May,	1266 29
One to E. M. Davis & Co. due 17–20 May,	2709 13
One to E. M. Davis & Co. due 19–22 May,	1923 62
One to E. M. Davis & Co. due 20–23 May,	2015 13

EXHIBIT N3.

Exemplification of Judgment in Camden Circuit Court, J. R. Jaffray & Son, *vs.* David C. Urquhart. Judgment signed May 1st, 1855, for $3000 debt and $4 costs.

EXHIBIT O3.

Exemplification of Judgment in Camden Circuit Court, Blackiston & Cox *vs.* David C. Urquhart. Judgment signed July 2, 1855, for $149.43 damages and costs.

EXHIBIT P3.

Certified copy of abstract of mortgage of Benj. H. Pitfield to George Gaskill, trustee, dated June 7, 1853, and recorded in Camden county clerk's office, June 8, 1853. Given to secure payment of $7,700 in three years, with interest semi-annually. This mortgage covers the lands embraced in the Grenilds mortgages (Exhibits Nos. 75 and 77) with other lands.

EXHIBIT R3.

Twelve Notes. Wm. R. Gries & Co.

2015 13-100. Philadelphia, Sept. 20th, 1853.
Eight months after date we promise to pay to the order of ourselves, two thousand and fifteen 13-100 dollars, without defalcation for value received. WM R. GRIES & CO.
No. 296. E. M. D. 3819. Due 5 mo. 20–23.
(Endorsed) Wm. R. Gries & Co.
E. M. Davis & Co.

2015 13-100. Philadelphia, Augst 26th, 1853.
Eight months after date we promise to pay to the order of ourselves two thousand and fifteen 13-100 dollars, without defalcation for value received. WM. R. GRIES & CO.
E. M. D. 3817. Due 4 mo. 26–29. No. 294.
(Endorsed) Wm. R. Gries & Co.
E. M. Davis & Co.

2015 13-100. Philadelphia, Sept. 7th, 1853.
Eight months after date, we promise to pay to the order of ourselves, two thousand and fifteen 13-100 dollars, without defalcation for value received. WM. R. GRIES & CO.
E. M. D. 3818. Due 5 mo. 7–10, 1854. No. 295.
(Endorsed) Wm. R. Gries & Co.

2015 13-100. Philadelphia, Augst. 12th, 1853.
Eight months after date we promise to pay to the order of ourselves, two thousand and fifteen 13-100 dollars, without defalcation for value received. WM. R. GRIES & CO.
E. M. D. 3816. Due 4 mo. 12–15. No. 293.
(Endorsed) Wm. R. Gries & Co.
E. M. Davis & Co.

1973 61-100. Philadelphia, Sept 5th, 1853.
Eight months after date we promise to pay to the order of E. M. Davis & Co. nineteen hundred and seventy-three 61-100 dollars, without defalcation for value received. WM. R. GRIES & CO.
E. M. D. 3897. Due 5 mo. 5–8, 1854.
No. 292. (Endorsed)

3,533 22-100. Philadelphia, July 21st, 1853.
Nine months after date we promise to pay to the order of ourselves, for mchd. E. M. D. & Co. thirty-five hundred and thirty-three 22-100 dollars, without defalcation for value received. WM. R. GRIES & CO.
E. M. D. 3538. Due 4 mo. 21–24, 1854. No. 221.
(Endorsed) Wm. R. Gries & Co.
E. M. Davis & Co.

2833 62-100, Philadelphia, Augst 15th, 1853.
Eight months after date we promise to pay to the order of E. M. Davis & Co. twenty-eight hundred and thirty-three 62-100 dollars, without defalcation for value received.
No. 241. WM. R. GRIES & CO.
E. M. D. 3969. Due 4 mo. 15–18.

2105 33-100. Philadelphia, Augst. 26th, 1853.
Eight months after date we promise to pay to the order of E. M. Davis & Co. twenty-one hundred and five 33-100 dollars, without defalcation for value received.
WM. R. GRIES & CO.
E. M. D. 3896. Due 4 mo. 26–29. No. 246.
(Endorsed.)

1266 29-100. Philadelphia, Sept. 15th, 1853.
Eight months after date we promise to pay to the order of ourselves, for mch. E. M. Davis & Co. twelve hundred and sixty-six-29-100 dollars, without defalcation for value received.
WM. R. GRIES & CO.
E. M. D. 3800. Due 5 mo. 15–18. No. 260.
(Endorsed) Wm. R. Gries & Co.

345 00-100. Philadelphia, Oct. 21st, 1853.
Eight months after date we promise to pay to the order of ourselves, for mch. E. M. D. & Co. three hundred and forty-five dollars, without defalcation for value received.
WM. R. GRIES & CO.
E. M. D. 3976. Due 6 mo. 21–24, 1854. N.
(Endorsed) Wm. R. Gries & Co.

1923 62-100. Philadelphia, Sept. 19th, 1853.
Eight months after date we promise to pay to the order of E. M. Davis & Co. nineteen hundred and twenty-three 62-100 dollars, without defalcation for value received.
WM. R. GRIES & CO.
E. M. D. 3802. Due 5 mo. 19–22. No. 274.
(Endorsed) E. M. Davis & Co.

2709 13-100. Philadelphia, Sept. 17th. 1853.
Eight months after date we promise to pay to the order of E. M. Davis & Co. twenty-seven hundred and nine 13-100 dollars, without defalcation for value received.
WM. R. GRIES & CO.
E. M. D. 3898. Due 5 mo. 17–20, 1854. No. 269.
(Endorsed) E. M. Davis & Co.

EXHIBIT S3.

Three Notes of Parton, Horter & Co.

1647 6-100. Philadelphia, Feb. 18th, 1854.
Eight months after date we promise to pay to the order of ourselves, sixteen hundred and forty-seven dollars 06-100 without defalcation, value received.
No. 10. PARTON, HORTER & CO.
E. M. D. 4044. Due 10 mo. 18–21.
(Endorsed) Parton, Horter & Co.
E. M. Davis & Co.

1754 79-100. Philadelphia, Feb 4th, 1854.

Eight months after date we promise to pay the order of ourselves, seventeen hundred and fifty-four 79-100 dollars, without defalcation, value received.

No 11. PARTON, HORTER & CO.

E M D 4042. Due 10 mo 4–7.

(Endorsed) Parton, Horter & Co.

1754 79-100. Philadelphia, Feb 11th, 1854.

Eight months after date we promise to pay to the order of ourselves, seventeen hundred and fifty-four 79-100 dollars, without defalcation, value received.

No 12. PARTON, HORTER & CO.

E M D 4043. Due 10 mo 11–14.

(Endorsed) Parton, Horter & Co.

EXHIBIT T3.

Exemplification of Proceedings in the Court of Chancery of New Jersey. Sarah M. Hall, complainant, and David C. Urquhart and others defendants, for foreclosure of mortgage on Bloomfield Cottage Farm. Bill filed August 16, 1855. Final decree January 5, 1856, being the same suit and proceedure set out in complainant's bill.

EXHIBIT U3.

Exemplification of Judgment in Circuit Court of United States for eastern district of Pennsylvania. John James Smythe *vs.* David C. Urquhart. Judgment signed August 18, 1854, for 2169.33 debt and $19.90 costs.

EXHIBIT V3.

Exemplification of Judgment in District Court of Philadelphia. Stegman, Brothers & Co. *vs.* David C Urquhart, trading as Urquhart & Co. Judgment signed October 24, 1854, for $1753 damages and $7.62 costs.

Opinion of the Chancellor.

Feb. T. 1858.

Henry Robinson et al.
v.
David C. Urquhart et al.
} On Pleads. & depo'n.

P. L. Voorhees, &
A. Browning, for Complts.
T. H. Dudley,
W. L. Dayton, for Defdts.

Williamson, Chancellor:—The only matter of interest to the parties is in reference to the validity of the ten thousand dollar mortgage. If that is a valid and subsisting security, in the hands of E. M. Davis, it absorbs all the money in Court $7638 05, and which is all the property involved in this suit.

On the 27th day of Decr., 1853, David C. Urquhart executed his bond to John B. Myers, conditioned to pay him $10,000, in one year from the date thereof, with interest payable half-yearly. Of the same date, Urquhart and his wife executed a mortgage, on the "Bloomfield farm," in Delaware Township, in the County of Camden, to secure the payment of the money mentioned in the Bond, according to the condition of the same. The Bond and Mortgage were delivered to John B. Myers. On the 26th of September, 1855, John B. Myers assigned the Bond and Mortgage to Edward M. Davis. On the 28th day of Nov. 1856, the complainants recovered a judgment against Urquhart for $2359 45, and caused an execution to be issued, and a levy made upon the "Bloomfield farm." The mortgaged property has been sold under a decree of this Court, upon a bill filed on several mortgages prior in date to the ten thousand dollar Mortgage, and the surplus, which I have before mentioned, has been brought into this Court. The bill seeks to get the Mortgage out of the way.

The gravamon of the complaint is, that the Mortgage is kept on foot fraudulently. I shall examine the case in the three aspects in which it was presented on the argument. I

do not feel the strongest confidence that I have reached the truth of this case. There is no end to the evidence and the exhibits. This, however, is the smallest part of the difficulty. There is so much contradiction in the testimony, so many enigmas and mysteries in the Exhibits and in the transactions to which they relate, which require solution, and so many explanations attempted to be made by witnesses, which only tends to make the confusion worse confounded, that it is very difficult to feel any degree of assurance after a most laborious search for the truth, that you have been successful in finding it. In deciding the case, I have felt myself bound to disregard entirely the testimony of both Urquhart and Pillings, except as to facts where they are corroborated by other evidence. Their general characters for truth and veracity are impeached by a number of witnesses. But I do not reject their evidence on account of such impeachment alone. It is this evidence, in connection with their own testimony, that has driven me to the conclusion. They are men who for a number of years have been engaged in extensive mercantile transactions in the City of Philadelphia; and yet, according to their own stories, they have endeavoured, by all the arts and contrivances which their ingenuity could suggest, to overreach every body they ever dealt with, and, at the same time, whereever the opportunity offered, to circumvent each other. I would not express this opinion of these witnesses were it not from the fact, that the position they occupy in the cause compels me to do so. If full credit is to be given to their evidence, the Complainants must necessarily succeed. This credit I cannot give. It would have been much more agreeable to my disposition to have reconciled, if possible, the numerous contradictions and inconsistencies apparent upon the face of their testimony, and from undisputed facts in the case. But

The Complainants insist, first, that this Mortgage was paid and satisfied, while in the hands of John B. Myers, by payment of the debt it was given to secure. Second, that if the debt, for which the Mortgage was given, was once paid, the Mortgage could not be kept on foot to secure any other debt, and that consequently its assignment to E. M. Davis was a nullity. Third, that the Mortgage was kept alive for the purpose of aiding Urquhart to defraud his creditors.

Was the Mortgage-debt paid while the Mortgage was in the hands of John M. Myers so to extinguish and make it invalid as a security? Urquhart wished to make a loan of $10,000, and, for this purpose, made application to Ellis Pilling, who was a broker, to negotiate it for him. This was effected through John B. Myers, a member of the firm of Myers, Claighorn & Co. The agreement with Myers was, that he should exchange four notes of his firm of $2500 each, payable six months after date, for Pilling's notes of like tenor, except that they should fall due a few days before the notes advanced by Myers, so as

to put him in funds to meet the notes which he had advanced, when they fell *fall* due.

It was further agreed that Pillings should deposit collaterals with Myers to secure the former's notes. To carry out this arrangement, the notes were exchanged on the 14th of January, 1854, and there was placed in Myers' hands as collaterals the $10,000 bond and mortgage, a mortgage of $5000, which is known throughout the cause as the $5000 Kengsington mortgage, and notes against several individuals and firms, amounting in the aggregate to $8792 50. These securities all belonged to Urquhart. They were delivered by him to Pilling, and by Pilling to Myers, except the $10,000 mortgage, about which there is some dispute as to whether its delivery to Myers was by Pilling, or by Urquhart himself. It is but of little consequence, however, as all parties understood that the loan was for Urquhart, and was made through Pilling as his agent, and that all the securities were advanced by Urquhart. Myers gave his receipt to Pilling for his notes and the securities, in which it was stated that the notes advanced were for Pilling's accommodation, and that the deposit of securities was made by him. But this receipt could not change the real character of the transaction. Urquhart then gave his notes to Pillings of like amount and tenor as the notes which Pilling had given to Myers, and then Pilling delivered to Urquhart the notes which the former had received of Myers. Pilling's notes became payable on the 13th of July; the notes of Myers, Claighorn & Co. fell due three days afterwards. On the 14th of July, in order to enable Pilling to meet his notes, Myers made with him an exchange of notes at five months, and dated June 17, 1855; and, as additional security to those already deposited, Pilling deposited with Myers a mortgage of five thousand dollars on lands in Camden, N. J., and which is designated as the Brick Yard mortgage, and a ground-rent security of a thousand dollars. On the 15th of November, Pilling, being unable to meet his notes which then fell due, another exchange was made of notes at four months. Three last notes of Pilling were never paid until E. M. Davis paid to Myers ten thousand five hundred dollars, and took an assignment of the $10,000 mortgage, on the 26th of Sep., 1855.

The Complainants insist, that this mortgage was placed with Myers as a security for Pilling's notes, which fell due on the 13th of July, and that, when the notes were paid, the security was released. We have seen how the notes were paid—that the debt was not actually paid, but its time of payment extended four months. If Urquhart had stood merely in the light of a security, a guarantor, and Myers had given time to the principal without the consent of Urquhart, the latter might then, with some show of law, if not of equity, set up that his security was discharged. But Urquhart had

this money in his pocket. He had given his notes to Pilling for it. He certainly cannot come into a Court of Equity, and, without showing that he has refunded that money, complain of the extension of time which the creditor has given for the payment of the debt, and claim a right to keep the money, and have the security also. If there is anything in the maxim, that he who claims equity must do equity, it certainly is applicable here. But I think it is proved beyond a doubt, that the extension of the time of payment was made with Urquhart's consent. His permitting his own notes to remain in Pilling's hands, unprovided for, and then furnishing the two additional securities, the Brick Yard mortgage and the ground-rent security, by which the extension of the debt was effected, with many other circumstances, furnish conclusive evidence that the several renewals of notes between Myers and Pillings were with his consent, as they certainly were for his benefit. He was transacting other business frequently with Myers, and in constant intercourse with him. He was the close companion and friend of Pilling, and in business with him daily. He never asked for the mortgage. He never complained of the transaction. There are, besides these, a great many circumstances in this transaction, which was on foot during a period of two years, which show most conclusively that whatever was done by Pilling in this business, was with the knowledge and approbation of Urquhart.

But the complainants further insist, that Myers was in funds furnished by Urquhart when Pilling's first notes became due. Admitting this to be so, the facts to which I have alluded are sufficient to show that those funds, if any, were differently appropriated, and that the debt for which the mortgage was given to secure was not discharged with such funds, but the debt was kept on foot, and its time of payment extended, with Urquhart's consent. But there is no proof that Myers was in funds. The contrary is apparent. None of the mortgage securities ever discharged. There remained nothing else but the notes. There is no proof that, on the 13th of July, 1854, any one of these notes was paid. During the whole period they remained in Myers' hands, he received upon them $2896 76. Four of them, amounting to $3181, Urquhart says in his testimony he received. The rest of the notes, and the cash received upon them, were delivered to Pilling.

There is evidence enough to show that the disposition made of these collaterals, was with Urquhart's full concurrence; and that it was not until a very late period that the thought occurred, or was suggested to Urquhart or Pilling, that there was anything received on these collaterals to pay the mortgage debt. There is proof in abundance, that at the date of the assignment to Davis, the mortgage debt was unpaid. In addition to all this, on the 17th of Feb'y, 1854,

Pilling gave to Myers a writing, by which he agreed that all collaterals then deposited by him with Myers, or Myers, Claighorn & Co., or that should thereafter be deposited, might be held by him and them, for the payment of any indebtedness of every description, then due, or thereafter to grow due; and that if, at any time, they should be dissatisfied with any of said collaterals, they might, on five days' notice to him in writing, sell the same at public or private sale, and apply the same to his indebtedness. This agreement was made with Urquhart's consent. He is one of the subscribing witnesses to it. It is true, that the mere fact of a person's being a subscribing witness to an instrument of writing is no evidence that its contents are known to the witness. It is not prima facie evidence of such knowledge. Pilling swears that Urquhart did not know its contents. He then was entering into a written agreement fraudulently to use securities which were in his hands, in trust for a particular purpose, and with a cunning rarely excelled, getting the apparent consent of his cestui que trust to his use of them, by obtaining his signature as a subscribing witness to the very instrument by which he made a pledge of the securities. Myers knew the securities belonged to Urquhart, and that his consent was necessary. It is not hinted that Myers contemplated any fraud, Pilling confesses, whatever infamy there is, he must bear it all. He confesses to the twofold fraud, of betraying his trust in converting to his own use these securities, and of imposing, in this artful manner, upon the person with whom he pledged them. I do not know which places Pillings in the worst position, to let him stand convicted by his own testimony of a transaction so infamous, or to discharge him of the infamy, by discrediting him as a witness. But Urquhart sustains him, and swears he did not know the contents of the paper. I cannot go through all this evidence to collate the facts; his acts and declarations, oral and in writing, which go either to show he did not know the contents of this paper, or to place him in a worse position than if we disbelieve him on this point. We have a disinterested witness, and one who stands unimpeached. Charles Murphy was a subscribing witness to the paper with Urquhart. The paper is in his handwriting, and was dictated by Pilling. He says they were all together in the store, when it was executed, and that it was read over and understood by the parties at the time.

I consider it as proved, that this mortgage was pledged with Urquhart's consent, to secure any indebtedness of Pilling to Myers, Claighorn & Co., or to Myers. It is not disputed, that at the time of the assignment to Davis, the balance of accounts between Pillings and the firm, made the former their debtor for $15,223 90. Besides the agreement, there was a strong equity that the mortgage should stand as a security for this balance. It all grew out of business transactions, carried

on with the firm by Urquhart, through Pilling. There was a dispute between Pilling and Urquhart, as to the accounts between them; but it finally was acknowledged by Urquhart that he was the debtor, to an amount exceeding $10,000. The original loan was the foundation of the debt, and there was, therefore, an equity, as between all the parties, independent of the agreement, that the mortgage should stand as a security for the debt, which was owing to Myers, Claighorn & Co.

But the complainants' counsel take another position. They insist that the debt having been paid, the mortgage thereby became satisfied, and a nullity, so that it could not be made efficacious, as a security for another debt, even with the consent of the mortgagor. In the first place, I think it clearly proved, that the mortgage debt was not paid. But if it was actually paid, the proposition of the counsel is not correct. A. makes a mortgage to B. to secure his bond for five thousand dollars, in one year. B., instead of giving A. the money upon the bonds, lends him $5000 upon his promissory note, at three months. It is insisted that the mortgagor cannot renew the note without releasing the security; and that if the note is paid, the mortgagor cannot repledge the mortgage for another loan. To sustain such a proposition, the counsel cited a number of authorities, which show, that if the debt is paid, the mortgage is paid. That is all true. But this does not show that the same debt may not be kept alive by renewals of the notes which represent the debt; or that when one debt has been paid, and the mortgage having answered its purpose, as respects that debt, it may not again be pledged as a security for another debt.

The mortgage is the property of the mortgagor, and there is no reason why he may not make use of it for any *bona fide* purpose. A debtor may deposit his title-deeds to an estate with his creditor, as security for an antecedent debt or upon a fresh loan, and thereby create an equitable lien, which a court of equity will enforce. (Keys v. Williams, 2 Soringe & Coll. 55.) A question as to priority of creditors is another matter. But a mortgagor after he has borrowed money on the mortgage cannot say, as between himself and his creditor, that the mortgage is invalid. It follows, if he can pledge it and repledge it for his own debt, he may pledge it as a security for that of a third person. A mortgage is good for future advances where there is no debt actually due, but merely in contemplation. When the real mortgage-debt has been actually paid off, another creditor may have the right of substitution or subrogation, and the mortgage be appropriated to pay a debt to which the mortgage, in its origin, had no reference whatever. A court of equity will keep an incumbrance alive, or consider it extinguished, as may best serve the purposes of justice, and the just intent of the parties. (Starr v. Ellis, 6 J. C. R. 395; Cheeseborough v. Mullard, 1 J. C. R.

409; Berry v. Mer. Ins. Co. 2 J. C. R. 603; Brinkerhoff v. Warren, 5 J. C. R. 320. In James v. Johnson, 6 J. C. R. 429, Chancellor Kent says: "In many cases, a subject, pledged for a debt, may be considered as a security for future loans. Cases to this point, were referred to in Hendricks v. Robinson, and Brinkerhoff v. Marvin, 2 J. C. R. 309, and 5 J. C. R. 326; and I see no objection to it, if no intervening right exists to prevent the justness of the application of the rule: and the plaintiff has no such intervening equity. We are to presume that further debts were created, or advances made on the credit of this original security. It was a rule of the civil law, as was well shown by the decision of the Supreme Court of Massachusetts in Jarvis v. Rogers, 15 Mass. Rep. 389, that, if the debtor pledged property to secure a debt, and afterwards another debt was contracted, the creditor might retain for both debts, provided there was nothing to negative the presumption of an implied contract, that the pledge should be so applied.

If I am correct in the views I have expressed, it disposes of the two first points made for the complainants. I think this mortgage was a good security, in the hands of Myers, for the full amount of principal and interest due upon it, on the 26th of September, 1855, when he made the assignment to E. M. Davis, that it was good not only against Urquhart himself, but against his creditors; and that there was nothing done by Myers, while he held the mortgage, which, in a court of equity, would give a creditor of Urquhart's a priority over the security. This mortgage then is good in the hands of Myers's assignee, unless the third proposition of the complainants can be established, that the assignment was taken under a covenous agreement to use the mortgage as a cover to the mortgagor's property against his creditors. This part of the case is not free from doubt and difficulty. There are many circumstances which throw a shade of suspicion on the bona fides of this assignment, which have not been explained. And yet I ought, in connection with this remark, to say that many of these circumstances are of a character that could not be explained except by these defendants themselves. And which they had not the opportunity of explaining in their answer. There are others, however, which they might have explained if light was desirable, and of which it is to be regretted they did not give a full explanation.

It is impossible for me, in giving my views of this part of the case, to allude even to the various aspects in which it has been presented by the counsel, or to refer to all the prominent facts which are relied upon to sustain the charge of fraud. The evidence is so voluminous, and the facts and circumstances relied upon so numerous and complicated, that nothing more can be expected of me than a very general glance at the main features which give character to the transaction.

It is proper to look first at the pleadings to ascertain the specific charges which are made by one party, and the denial or explanation given by the other. The bill charges, that Urquhart, being embarrassed by his debts, conceived the fraudulent design of hindering, delaying, and defeating, his creditors, by placing the Bloomfield Cottage farm in the hands of some confidential friend or friends; and that, for the purpose of effecting such fraudulent design, he applied to the house of E. M. Davis & Co. to aid him in it, several members of the said firm being his confidential friends; that Jonathan P. Burton, one of the members of the said firm, purchased and procured a transfer of a judgment in favor of one John J. Smyth against Urquhart at the insufficient consideration of seven hundred dollars, the amount then due upon the same being upwards of $2300, by fraudulently representing that the mortgage of $10,000 was a valid and subsisting incumbrance.

And that shortly after, on or about the 21st day of August, 1855, Urquhart repaid to Burton the sum which he had advanced for the transfer of the judgment: and that notwithstanding which repayment, the firm of E. M. Davis & Co., in order to carry out the said fraudulent design, suffered the judgment to remain unsatisfied and outstanding in the hands of Burton; that shortly anterior to this time, the Sheriff had advertised the farm for sale, upon executions in favor of the Smyth judgment, and a judgment in favor of one Francis Lee for upwards of $3500, both of which judgments were subsequent to the $10,000 mortgage; that the time of said sale approaching, Urquhart, the more effectually to carry out his fradulent design, procured an assignment of the Lee judgt., and execution to Charles M. Warton, a member of the said firm, for the sum of $816, by fraudulently representing to said Lee, that the $10,000 mortgage, and Smyth judgment, were valid incumbrances on the Bloomfield Cottage farm. That Urquhart, upon consultation and advice between Davis, Warton, and himself, procured Warton to attend the Sheriff's sale and bid off the farm for him, Urquhart, for the nominal sum of five dollars, and to take a deed in the name of Warton, but for Urquhart's benefit. The bill further charges, that Urquhart, acting in concert with his said confidential friends, on or about the twenty-sixth day of September, eighteen hundred and fifty five, procured the $10,000 mortgage, to be assigned by Myers to E. M. Davis, for a fraudulent nominal, or insufficient consideration, and that the firm of E. M. Davis & Co., now fraudulently set up the Mortgage and judgments as valid incumbrances.

The fraud as charged in the bill, against the individual members of the firm of E. M. Davis & Co., is certainly of a very extraordinary character. They are not charged with legal or constructive fraud, with acts, although not originating in any actual design to injure the Complainants, have, in fact,

from their natural tendency, inflicted a wrong upon them, for the consequences of which a Court of equity will hold the Defendants responsible. But they are charged with positive fraud; with acts done malo animo, and which injuriously affect their moral character. There is no allegation that they had any debt to secure, or that they were tempted by the prospect of any future pecuniary advantage. No motive whatever is assigned why three members of this firm consented to lend themselves and the name, reputation, and influence, of their firm to David C. Urquhart to aid him in hindering, delaying, and defrauding his creditors. The charge is met by a prompt and unqualified denial by the answer, and explains how it happened, that the firm of E. M. Davis & Co. became involved in these transactions.

For the sake of convenience and brevity, while looking at the answer made to the specific charges which are relied upon as constituting the alleged fraud, I will, at the same time, refer to some portion of the evidence both in support and denial of the allegations.

First: as to the Smyth Judgment. The answer alleges that the purchase of this judgment, by Burton, was an individual matter of his own, with which the other members of the firm, individually or as a firm, had nothing to do. Burton explains how he came to purchase the judgment, and in explanation says, that Urquhart had assumed to pay him a debt which the firm of Parton, Horter, and Co., owed him in his individual capacity of about eight thousand dollars, and in payment of the debt, agreed to sell and convey to him a tract of land in Camden County, adjoining the Bloomfield Cottage farm, containing about twenty-two and a half acres of land, free and clear of all incumbrances, and represented that the land was unincumbered, except a mortgage of $1400, and which Urquhart promised to pay and have cancelled; that Urquhart did, on the 7th of Dec., 1854, give him a deed for the land in payment of the debt; that afterwards, on investigating the title, he found that in addition to the $1400 mortgage the land was incumbered by the Smyth judgment, and that Smyth had levied on the land and threatened to sell it; that it was under these circumstances that he went forward and purchased the Smyth judgment. He alleges that Urquhart has never paid or removed the $1400 mortgage, and denies that he ever paid him the amount he advanced on the judgment as is alleged in the answer.

This explanation, by Burton, of his purchase of the Smyth judgment is sustained by the evidence, and its main features are corroborated by the testimony of Urquhart himself. Urquhart did convey to Burton a tract of land in Camden County, and contrary to the warranty of his deed, and to his agreement, left it incumbered with this judgment. It was necessary for Burton to pay the judgment in order to save his

land. It is not true, as alleged in the bill, that Urquhart afterwards paid or satisfied Burton, the amount he paid for the assignment of this judgment. Urquhart attempts to show that by a subsequent agreement and transfer of property, Burton agreed to hold this judgment for him; but the impression sought to be conveyed by the bill, that Urquhart repaid him the seven hundred dollars is untrue. There is no proof that Burton made any false representations in procuring the judgment. The Plaintiffs in the judgment, who would be the first to complain of the wrong if any was committed, express no dissatisfaction with the conduct of Burton.

As to the Lee judgment: the charge that it was procured from the plaintiffs by false representations does not depend altogether upon the fact whether the ten thousand dollar mortgage and the Smyth judgment were satisfied. Urquhart says that he falsely represented to Lee that these incumbrances did exist, and by such representations induced the plaintiff to take eight hundred and sixteen dollars for their judgment of upwards of $3500. Now, it is proved beyond all dispute, that there had been a long contest about this judgment debt. The matter was compromised; judgment was entered for the full amount of $3500, and then Urquhart with his father-in-law gave their joint note for $816, with an agreement that if the note was paid it should be in satisfaction of the judgment. If the note was not paid then, Lee & Co. had a right to enforce their judgment for the full amount. The note was not paid, and the judgment was about being enforced. It was in this way that the sum of $816 came to be fixed as the amount which was paid for the judgment.

But I must say, it is not satisfactorily explained by any of these defendants why E. M. Davis & Co. paid off this judgment. It is admitted by the bill, that Wharton paid the money and took the assignment for the firm. But for what object was it paid, and for whose benefit? E. M. Davis & Co. held at this time the $10,000 mortgage. It was prior in date to the Lee judgment. The property, it is true, was about to be sold upon executions at law; but such sale could not affect the mortgage lien of the defendants. But on the other hand, even if the fraud was contemplated which Urquhart alleges, that the property was to be bought in by one of the members of the firm, and held for his benefit, yet it was not necessary to pay $816 to these creditors to accomplish that object, for their judgment was subsequent to the mortgage. It was suggested by counsel that Lee & Co. intended to contest the validity of the mortgage, and that to avoid this it was taken up. If they contemplated anything of the kind, and this constituted the inducement for the purchase of the judgment, it might very easily have been proved, and not been left to mere conjecture. It certainly would have been better for the defendants to have sworn to this in their answer, than to have left it to be suggested by their counsel.

As to the purchase of the farm by Wharton, at the sheriff's sale, there is nothing to excite suspicion of any unlawful design in the mere fact of the purchase, or in the price he gave for it. It has since turned out that the property was not worth enough to pay the incumbrances; and if the $10,000 mortgage should be sustained as valid, the proceeds in Court will pay but little over one half the mortgage. Urquhart swears that the purchase was made by Wharton upon an agreement made with him, that the property should be held for his benefit. He states a great deal that was said and done, in order to show that this was a fraudulent agreement; but in all the particulars which have a tendency to show any fraud on the part of Wharton, Urquhart is contradicted emphatically by a witness whom Urquhart swears he had just retained as his Counsel, and who was acting for him. But after a most diligent examination of all the incidents connected with the sale, I am forced to the conclusion, that notwithstanding the denial of the answer, Urquhart is corroborated thus far, that Wharton made that purchase with an understanding that Urquhart might redeem the property. At the request of Urquhart, Wharton was sent over from Philadelphia, by E. M. Davis & Co. to attend the sale; at the urgent solicitation of Urquhart, he purchased the Lee judgment: it was understood that Wharton was to become the purchaser at the sale; Urquhart urged that the sale should then go on, while Wharton hesitated; Urquhart was foremost in proclaiming the incumbrances, so that the property might not be run up against his bid; the money that was paid in bringing about the sale was charged on E. M. Davis & Co.'s books to Urquhart. I believe what Mrs. Urquhart says, that when her husband brought Wharton out to see the farm, he was introduced to her by her husband as the gentleman that had purchased the place for them, and that it was with this understanding, that Mrs. Urquhart released to Wharton her right of dower. There was no fraud in such an agreement. It was no injury to Urquhart's creditors for Wharton to say, "I will purchase the property, and will give you the privilege of redeeming it by paying the advances." Mr. Wharton had a right to make such an agreement for the protection of the firm. They had the $10,000. The property was an inadequate security, and no creditor could be injured by any agreement as to such a future disposition of the property. The wrong does not consist in making the agreement, but in the defendants concealing it and denying it in their answer. The admission of the agreement would have helped the defendants' case. It would have explained every feature in the transaction which now remains unexplained, and casts a shade over its integrity. There is no way of explaining the particulars I have above referred to consistent with honesty, except by admitting that some such agreement was made between the parties. The ingenuity of counsel did not suggest any upon the argument.

But it is shown by the bill, and admitted on all sides, that there was no fraud in the purchase, if the $10,000 mortgage was a valid incumbrance on the property to the amount of its face. The alleged invalidity of this mortgage is the foundation of the fraud. There is nothing else for it to rest upon. If it was paid off in the hands of Myers, then it was invalid. But we have considered this view of the case, and have reached to the conclusion, that it was a valid mortgage in the hands of Myers, and that his assignment would confer a good title upon his assignee. The answer alleges, and the defendants prove that when the assignment was made to E. M. Davis, he paid to Myers ten thousand five hundred dollars. Here, then, we have the whole case made by the complainant's bill as to the mortgage disproved. The allegation is, that the mortgage was paid off while in the hands of Myers, and was afterwards assigned to E. M. Davis for a fraudulent, nominal, or insufficient consideration. The defendants prove that it was not paid off while in the hands of Myers, and that the consideration they paid was $10,500.

This, I think, disposes of the case of actual fraud as it is charged by the pleadings. Now the complainants change their ground. They admit, that the $10,500 was paid by Davis for the firm when he took the assignment, but they allege, that by a previous arrangement made between Jonathan M. Burton and Urquhart, there were at the same time transferred, to different members of the firm, and to others for their benefit, securities to the amount of twenty-eight thousand dollars, besides the $10,000 mortgage, and that E. M. Davis & Co. were to reimburse themselves out of the other securities, the $10,500 they advanced, and keep the mortgage alive for Urquhart's benefit, so as to protect the property from his creditors. This is certainly a very different fraud from that alleged in the bill. It is true, where a bill is filed to impeach a transaction on the ground of fraud, the complainant is not obliged to specify minutely the facts and circumstances upon which he relies to establish the fraud. These are matters of evidence. But neither is a general charge of fraud sufficient. A general statement of the precise facts is often sufficient, and the circumstances, which go to confirm and establish it, need not be minutely charged. (Story, Eq. Pl. 252.) If the circumstances are stated minutely the complainant need not prove them all, nor is he confined to such as are stated. But a complainant cannot charge a fraud, and set out general facts to sustain it, and when those facts are disproved *in toto*, resort to others to sustain his charge. He cannot allege, that a mortgage has been paid off by him, and was kept on foot to defraud his creditors, and that to aid him in this design, the defendant took an assignment of the mortgage for a nominal consideration, and when the defendant proves that the mortgage was not paid off in the hands of the

mortgagee, and that he paid the full face of the mortgage as the consideration of the assignment, then turn around and prove, not a fraud consisting in the fact that the defendant took an assignment of a paid off mortgage for a nominal consideration, but that he took the assignment of a valid mortgage, paying for it a full consideration, but which consideration was furnished by the mortgagor himself. In the case of Munday v. Knight, 3 Hare, 500, the Vice-Chancellor says, "Where a bill alleges a specific case as a ground for relief, and then charges that the defendant committed fraud, the Court is bound to consider the general charge of fraud, with reference to the particular allegations. For that there are many authorities. But where the bill contains only general charges of fraud, and does not explain in detail what the nature of the fraud is, there is more difficulty in applying a rule." In this bill the specific fraud is charged, and the facts and circumstances which constitute it. The charge must be considered with reference to the particular allegations.

I think I might properly dismiss this suit here, and if I consulted my convenience I would do so. I have examined the case, however, in the new aspect in which it has been presented, with a desire to do all in my power, to give satisfaction to the parties.

This part of the case depends entirely upon the testimony of Urquhart. It is said he is corroborated by several important papers which are presented as Exhibits. The papers do not corroborate him at all. In order to make them correspond with his story, he is called upon to interpret them; and it is only when he has thus been permitted to give them a significancy and meaning which the natural import of their language does not convey, they are made to correspond with his version of the transaction.

He says, that on the 21st of August, 1855, Burton and himself entered into an agreement, by which E. M. Davis & Co., were to advance to Myers, Claghorn & Co., sufficient money to release certain securities which they held in their hands; that Urquhart was then to have transferred to Burton, two Mortgages on property in Kensington, one of $5000 and the other of $2000; the Bloomfield Mortgage of $10,000; the Brick-yard Mortgage of $5000; two Pitfield Mortgages of eight hundred and twenty-five dollars each; the Master judgment of $5000, and bills receivable of the old firm of Parton, Horter & Co., amounting in all to $38,650 00; that Burton on his part was to transfer, or release all claims against Urquhart, William R. Griers, William R. Griers & Co., Parton, Horter & Co., and Washington Horton, and to settle the judgment with Francis Lee. The Smyth & Lee judgments, and the $10,000 Mortgage were to be held for Urquhart's benefit. To prove the truth of this statement, Urquhart produces an agreement signed by himself and Burton. It is in the following words.

"Agreement made Augt. 21st, 1855, between D. C. Urquhart and J. P. Burton. Urquhart to have released or transferred to J. P. Burton, the two Mortgages on Kensington ground, for seven thousand dollars. Burton to transfer or release all claims against Urquhart, Wm. R. Griers, Wm. R. Griers & Co., Parton, Horter & Co., & Washington Horton, also settle with Francis Lee for his claim against Urquhart, and should it be deemed proper for securing any part of the above claims, to dispose of Urquhart's property in New Jersey, Burton will allow him, Urquhart, the privilege of reselling said property for his own benefit, after complying with the above terms, regarding the Kensington Mortgages."

There is nothing unlawful on the face of this agreement, and it is only made so by the construction Urquhart puts upon it, Urquhart says, the property referred to in the agreement as the Jersey property, which he was to have the privilege of reselling, was the Bloomfield property. Griers who is the subscribing witness to the agreement says, he was present when it was drawn up, and heard all that was said between the parties in regard to it; that nothing was said about any other property than that mentioned in the agreement: that the Jersey property referred to is the property near Camden, known as the Mill property, which was then about to be sold, and for which, Urquhart said he had an offer, with the nine acres adjoining. The Complainants rely upon what took place subsequently as corroborative of Urquhart. On the 26th of Sept. 1855, Myers assigned to E. M. Davis, the $10,000 Mortgage, and the $5000 Brick-yard Mortgage, and Davis paid him $10,500. On the same day, Myers transferred to Jonathan P. Barton, the two Kensington Mortgages of $5000 and $2000. These three Mortgages were deposited with Myers to secure a debt which he alleged Urquhart owed him, and he agreed to release them upon the payment of $10,500. Why were the $5000 and two thousand dollar Mortgages assigned to Burton? We have heard Urquhart's statement, and what answer is given to it? Parton, Horton & Co., were largely indebted to E. M. Davis & Co.; Urquhart settled with them, and conveyed to them twelve ground rents in Kensington. Where was this Mortgage of $5000 on the property, which Urquhart had concealed from E. M. Davis & Co. He told Griers they did not know it, and that it was to be quietly removed, Urquhart was also to put up certain houses which he had contracted for, and without which the property was valueless. He said he had reserved enough of the assests of Parton, Horton & Co., a firm which had failed, to enable him to put up the houses. In some arrangement between E. M. Davis & Co., and Burton, the debt of Parton, Horter & Co., was charged to Burton, and he became the owner of the twelve ground rents. It was in this way, that Burton became entitled to the Kensington Mortgages, and they were transferred

to him because they belonged to him. The evidence shows inducement enough for the advance of the $10,500. There was no other way in which Burton could get the Kensington Mortgages, which stood pledged in the hands of Myers for Urquhart's debts. As to the Pitfield Mortgages, the master judgment, and the Bills receivable, which Urquhart says were to be transferred, there is no evidence they ever were transferred to E. M. Davis & Co., or any member of the firm. They were placed in the hands of Mr. Gillow, and E. M. Davis & Co., have had nothing to do with them. Pilling says, he received the securities from Urquhart, and deposited them with Mr. Guillow; and that is all we have of any evidence as to how they got in Mr. Guillow's hands.

Now, the only thing suspicious, and which was dwelt upon very much by the complainants, and with much force, is the concealment, in the answer, of the fact of the transfer to Burton of the Kensington mortgages, at the same time of the transfer to E. M. Davis of the $10,000 mortgage. It would seem to furnish a very satisfactory reason for E. M. Davis & Co.'s taking out of their business $10,500 to advance for the Bloomfield mortgage. The fact, that the defendants did not disclose in their answer the simultaneous assignments to Davis and Burton, and give the reason for the advance of the $10,500 which I have suggested, or some other satisfactory one, makes me distrust somewhat the view I have taken of the evidence. Why did Davis & Co. advance $10,500 upon the two mortgages? They prove the Brick-yard mortgage to be worth only about $2000. Urquhart gave only $2100 for the property. The securities were certainly a very scanty security for the money advanced upon them; and it was but a reasonable expectation, that the defendants, when they had the opportunity, should have given some reason, if they had any consistent with honesty, for adventuring so large a sum in so unprofitable a speculation, and for such a man as they have endeavored to prove Urquhart to be.

There are suspicious circumstances about this transaction, which cast a shade upon it. There is some propriety in the remark of counsel, that the answer looks very much as if it had been drawn rather with a view of dissolving the injunction, than with the expectation of further investigation. Without declaring myself perfectly satisfied that there is no ground for the bill, I will content myself with the conclusion, that the complainants have not proved their case.

If the Bloomfield cottage farm had not been sold, and the title was still in Urquhart, I should feel myself justified in making a decree, that the complainants might redeem by paying to the defendants the advances which they had made. When a deed is sought to be set aside as voluntary and fraudulent against creditors, and there is not sufficient evidence of fraud to induce the Court to avoid it absolutely, but there are sus-

picious circumstances as to the adequacy of this consideration and fairness of the transaction, the Court will not set aside the conveyance altogether, but will permit it to stand as security for the sum actually paid (Boyd v. Dunlap, 1 J. C. R. 478). But the property in controversy is not such as to justify such a decree.

The real estate has been sold under prior incumbrances. The surplus is in Court, and is not sufficent to pay the defendants the advances they have paid. If the complainants, however, are willing to pay the defendants the difference between the amount of money in Court, and the principal and interest on $10,500, from the time the defendants advanced that money, I will make a decree to give the complts the benefit of the $5000 Brick-yard mortgage. This would be right upon the plainest principles of equity. The defendants say, in their answer, that they advanced $10,500 for the assignments of the Bloomfield and Brick-yard mortgages. They hold them merely as security for the debt. If the debt is paid, the complainants have no further interest in the mortgages, and the creditors of Urquhart are entitled to them. I presume the complainants do not desire such a decree, as it is evident the two mortgages will not more than pay the defendants' debt.

I shall therefore decree that the bill be dismissed, and that the taxed costs of the suit be paid out of the fund in Court, and the balance to the defendants, E. M. Davis & Co. I think it is right that the fund should pay the costs. The answer provoked further litigation. It is not as full as it should have been. It does not give the true character of the transaction connected with the assignment. It conceals the fact of the assignment to Burton; the complainants were entitled to that fact, and the reason for it. The answer does not give a satisfactory reason for the purchase of the Lee judgment, and there is no satisfactory explanation by the proofs taken. The purchase by Wharton was made with an understanding implied, if not expressed. The charges in their books are not altogether consistent with their defence. In looking at the evidence I cannot consider the defendants free from fault.

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Pr. at "West Jerseyman" Office,
Camden, N. J.