

Case resumed.  
June 16. 1857 at 11 AM  
Cochran,  
Purdy

Q. What Real property in this County or elsewhere did you own or were you in the possession at the time the judgment in the action of Mr Powers against you was docketed to wit Feb. 1. 1855?

A I think the Sheriff sold <sup>about</sup> that time the Brick House in Berkmanstown. Can't tell whether it was before or after. It was about that time. This is all I owned at that time, to the best of my knowledge now, I think I was not in possession of any other. I could not say ~~distinctly~~ positively.

Q. Did you not at that time claim to have an interest in other real estate in that County besides the Brick House?

A I did

Q In what?

A In lands 25 acres adjoining the small pond that is the place. I conveyed to Wm H Sec

Gerard R Berkman } Deed  
Do

William H Sec.

Page 30 May 15. 1854.

Dated May 15/54  
Rec'd Lib 273

The property described in this deed is the property I refer to in which I claim an interest as above stated.

Q. Did you at that time, or since claim or have you since claimed to have an interest in any <sup>other</sup> real estate in this County & if so what?

A. Not that I can remember of now.

Q. Do you remember some property you conveyed to Mr E H Hudson August 25, 1854.

A. I do

Q. Have you not since, <sup>February</sup> 1855. Claimed to have some interest in that property?

A. I have not.

Q. What was the consideration of that deed?

A. I cant tell without the deed. He paid off some judgments ~~due~~ <sup>due</sup> at the time I suppose with his own money.

Gerard R. Beckman Deed.  
To  
Ephraim H Hudson } Dated Aug<sup>t</sup>  
1854.  
Rec'd L. 317. Page 439. &c Deed  
B. 1835

Convey 42 acres adjoining  
Meyers 13 acres. the other 3 1/2 adjoining

Q. Have you any knowledge of the source from which the money was

distance with which Mr. Adams has  
 there just as you have stated, & who  
 at that point you have admitted.  
 I think he said the property of the  
 Govt & not the money on that day  
 Mr. Adams cont.  
 He was that before or after the delivery of  
 the deed by you to him.  
 A. It was after the deed from me. I  
 could not tell how long after. It  
 might have been a month or a year  
 for all I knew. It was a thing I  
 did not handle myself about.  
 Q. What was the amount of these judgments?  
 A. That is more than I can say.  
 A. No more so you can say?  
 A. I could not state a list of the amounts  
 was. I could not give any idea.  
 Q. Do you remember the name of the  
 parties holding these judgments?  
 A. Any of them, if so that time?  
 I don't call them to mind now.  
 These were some 5 or 6 I think. I think  
 there was one of Mr. St. Ovid's  
 I am not positive there have been  
 or many judgments against me.  
 I cannot call into memory of this in  
 just as I remember  
 these were one or 2 of which I think  
 I think always out me.

Cockran mentions Wmmy August 4, 1887.  
McCommie Plus, there are more  
I should think, but this is all I  
can remember now.

Q. Were there judgments all in the sheriff's  
hands and execution issued at the  
time you gave deed to Hudson?

A. I believe not.

Q. Was there any other consideration for  
the deed to Hudson than the payment  
by him of the judgments you have referred to.

A. Yes Sir

Q. What was it

A. Yes \$100 or \$500 in money, corrected  
by saying \$800

Q. When was that money paid to you,  
before or after the delivery of the deed  
to Mr Hudson.

A. After

Q. How long after?

A. At different times

Q. At the time you so gave the deed  
to Mr Hudson was there any written  
agreement between you or any under-  
standing on his part to provide  
for the judgments you have mentioned  
or to pay any specific sum of money  
& if so please produce that paper?

A. There was no written paper or under-  
standing.

Q. Did the whole amounts of those judgments together with the \$400 or \$500 make an aggregate consideration to exceed \$4000.?

A That is more than I can state at present.

Q What is your best impression about that?

A I could not answer because he had an account against me for Attys fees.

Q In respect to those Attys fees would the amount of the judgments and the money paid exceed or fall short of \$4000.

Q What is your best impression?

A To the best of my belief I cant state say it would exceed \$4000.

Q. What was the arbit of Mr Hudson's ~~charges~~ against you for atty & counsel fees that you have

A ~~Counsel fees that just~~ just mentioned

A It is more than I can say we have never had a settlement.

Q. Were those fees to constitute a part of the consideration of that due to Hudson

A I considered it so. I think Mr Hudson so understood it

Q. Was there no understanding between you as to the ~~probable~~ amount of the consideration represented by those fees.

A No Sir. There never has been since

Dr. You have bought a red convertible and  
 what as the neighborhood property  
 conveyed to Hudson. Have you not?  
 A. I have bought some, but the sheets  
 generally are for wet  
 I have sold some.  
 Dr. What at the time of your death, the  
 Hudson and the value of them 16,000  
 conveyed to him?  
 A. I only conveyed 4 dead & 2 young an  
 undivided half of each of these pieces.  
 (Mr. Cox <sup>owned</sup> the other half. It  
 was subject to mortgages.  
 The ~~value~~ was worth \$200  
 & \$200 an acre the other half only  
 about \$50 not that.  
 I think there was 3.4 or 3.5 if  
 I could tell how the law runs.  
 Dr. Have you not since the dead thing  
 Hudson had any understanding that  
 you should derive some thing at some  
 future time from the property or convey  
 by him to him?  
 Dr. In the ~~present~~ that thing  
 has not right to call for any  
 explanation. I am much and  
 explanation. He promised in some  
 legal obligation which may be  
 enforced against Mr. Hudson  
 if it is warranted.

A I have not.

Q Have you not had reason to expect from the nature of the transaction between you and Mr. Anderson that you would derive some such profit or advantage?

A No Sir.

Q. Was there any understanding between you either express or tacit that the property should be held by him for your benefit in any way or to any extent, or that he should see fit at any future time to convey the property to you <sup>or</sup> as for your benefit, or to some person on your appointment?

A No Sir.

Q. Were you in the year 1848 the owner of lots 4 & 7 in Berkmanstown situated on Cortlandt St. formerly of Henry Gray & Stephen D. Berkman, & if so when did you convey or ~~offer~~ otherwise dispose of the same?

A I think I was the owner at that time. I sold and deeded the property to Gutwode Lee wife of Wm. Lee, Deft. When what time it was.

Cockran refers to search or abstract.

Q. For what consideration did you convey to her?

A The nominal price was \$10,000. There was other property with this

conveyed. The McComb mortgage was on it, or a part of it.

Q. What was the actual consideration of that deed, the amount of incumbrances on it.

A. Give us as near as you can the time of this transaction.

(85-4) A. I think it was Nov 1833. am not positive.

Q. Did any judgment against you at that time form a part of the consideration of that deed?

A. No Sir. I think all the incumbrances were mortgages, they amounted to a little over \$4000.

Q. What was the property so conveyed to you Mrs Lee worth at that time

A. I should think in the neighborhood of \$6000. Mrs Lee paid me no money on account of that purchase at that time or any other.

Q. Did you deliver that deed to Mrs Lee personally?

A. I did.

Q. What was the understanding if any between Mrs Lee & yourself, as to your any future interest or claim you should thereafter have <sup>in</sup> or against the said property?

A. None at all. except in defending her

I gave her a warranty deed.

Q. What understanding did she give you that she would pay and assume the incumbrances on the property.

A. None at all.

Q. Do you claim any interest in that property or have you claimed to have any interest therein since the conveyance to Mrs. See.

A. Mr. Hibbard my assignee has commenced a suit against William H. See for ~~that~~ <sup>his share</sup> property.

Q. Do you know what is the nature of the claim made by your assignee against her husband upon property conveyed to Mrs. See & out of what facts that claim arose & if so state the particulars?

A. In the first place the property was sold by the Sheriff previous to conveyance to her under an execution.

W<sup>m</sup> H. See bought it in at the Sheriff's sale, at the day for creditors to redeem, it ~~was~~ redeemed by Mr. See himself, with the understanding that it was done to make his wife's deed ~~void~~ <sup>void</sup> of the effect of this suit, is to make Mrs. See good.

Q. Was Mrs. See relation of yours?

A. She was my first cousin

Had there been any undoubted  
testimony you and Mrs See or others  
and other persons to your knowledge  
of the effect that you were to obtain  
an interest in the property or  
conveyance Mrs See & bought from  
my Mr See or to that effect or some  
other person are about as true some  
particular advantages from our project  
besides an accumulation of the in-  
convenience.

As Mr See agreed to Mrs See there  
was no understanding between us  
How understood when he made the  
acknowledgment that it was for one  
to enable me to purchase Mrs See's  
title, all we could about was to  
perfect the title.

As Mr See is you let Mrs See have that  
property or much below its value?  
I was a pretty good boy & opening  
my property at the time I thought  
it's value this I should not fight  
I thought the title as well as of as  
any body else. I considered the matter  
with Mr See at that time. I be-  
lieve I was not in debt at that time  
The lot was 26 in. *See Enclosure*  
was made in Mrs See's death

No 58, 4 & 7 but was not included  
in the sale to Mrs Lee No 27 was  
also included in Deed to Mrs Lee  
Q. What disposition have you made  
of the 90 acres in Cortlandt, be-  
described in Deed & you gave by Court  
in Partition in July 14, 1849.

Ans I sold to George Tuzzett an English-  
man by deed Dated Nov 7, 1854

Rec'd. L 314 Page 233 Oct 18/55

Q. What was the consideration of that  
deed?

A \$10000, \$500 in money the rest in  
note \$500 payable to my order  
There was no incumbrance on it at  
the time it was sold.

Q. What was the \$76 acres worth?

A \$300.

Q. Who now owns the property you  
sold to Mrs Lee.

A. I think she does, I don't know  
of any change of title.

Q. ~~What disposition did you make  
of the property consisting of 80 acres  
described in deed to you by G. L.  
Berkmans Esq's Date May 4, 1837.~~

Rec'd L 146 P 435. May 22, 1837

A A part of it all of it but what I  
conveyed <sup>to Hudson</sup> was sold John L. May

Crossed

Q. What was the consideration of the Deed to Meyer?

A I got \$200, then he paid off a little judgment. We took a mortgage from Mr Meyer for \$300. (subsequently foreclosed) I assigned my interest to Mr Core & owed him a bill. I assigned it for 1/2 of it I think. I owed him for feed so \$160 or \$170. This is what I claimed. We have never had a settlement.

Q What disposition did you make of your share of the property conveyed to you & Core by G. B. Bakeman Ex<sup>tr</sup> & dated May 1. 1857. re? L 148 Page 248. May 13. 1857 Conty

77 <sup>657</sup>/<sub>1000</sub>.  
A I think there is a mistake in number of acres. At 17 acres & this 17 acres. I conveyed to Hudson I meant that Ex<sup>tr</sup> had given me \$40. instead of \$20.

Examination of  
G. R. Beekman.  
before Judge Robinson  
June 16. 1851