

## *Only a Pen Scratch*

by Judge Clark

“Quite right, is it?” said old Ike to young Ike.

“Quite,” the latter answered.

“Squared up like a man?”

“To the fraction of a cent.”

“And the fraction in our favor?”

“Trust *me* for that!” said young Ike.

An interchange of winks supplied the next step in the dialogue, as much as to say, “You’ll do,” on the part of the old man, and “I know it,” on the part of the younger.

“Cancelled his note afore givin’ it up, in course?” the former resumed.

“Gave it to him with the name cut off.”

“Allus a safe plan,” said old Ike, with a nod of mingled approval and palsy; “otherways, ye see, our indorsement might be forged, and us let in for the amount to some other holder. But where’s the money, Isaac?”

“Here it is, grandpa.”

Grandfather and grandson, it thus appears, were Isaac Crunch, senior and junior. They were partners, moreover, as “Crunch & Grandson.” But though Isaac senior had taken Isaac junior into the business—that of lending money at grinding rates—the interest of the latter was wholly prospective. He was a valuable assistant, however, in the way of drafting and collecting notes, and handing over the proceeds—duties to which he applied himself willingly enough, leaving the post of guarding the pelf to his senior partner, whom he knew to be as safe as any watch-dog.

“He can’t last [forever],” young Ike dutifully reflected, as he watched the old man’s trembling fingers, in which the bank-notes rustled as he counted them, preparatory to locking them away in the safe, which he afterward did, standing so as to conceal the “combination” from his grandson, distrusting, probably, the maxim, “Two can keep a secret.”

Edgar Colton’s heart was light as he turned his back on the money-lender’s door. With the sum he had borrowed from old Crunch—nominally from Crunch & Grandson—he had “pulled through a tight place.” He had just paid it back, and the condition of his affairs was such as to render longer postponement of his and Nettie Wilson’s happiness unnecessary. Nor would it have been delayed, but for a circumstance on which it seemed least of all dependent.

Old Crunch, as he himself would have phrased it, “up’d” and died one day—died with his eyes turned wistfully on the knob of the iron safe, on which their glassy gaze remained fixed even after he had gone to begin another world, as years before he had begun this, without a dollar!

But what has that to do with Edgar and Nettie? Have patience, reader, and you’ll see.

Though old Ike was obliged to leave the safe and its contents behind, he didn’t leave the *combination*. A blast of gunpowder effected an entrance, however; and, among other things brought to light, was a book of notes containing one against Edgar Colton for twenty thousand dollars!

When Isaac junior, surviving partner of Crunch & Grandson, and sole heir of Isaac senior, presented this document and demanded immediate payment, Edgar was thunderstruck. He had never given but one note, and it he had already paid. Still, there was his signature, genuine beyond his own denial. Altogether the mystery perplexed and confounded him. It is doubtful if he heard—certainly he heeded not—the taunting remark of Isaac Crunch, as he took his leave, that “[maybe] his memory would be better by and by.”

Bad news travels fast; evil reports still faster. Before night it was bruited about that Edgar Colton had refused payment of a note of fabulous amount, whose correctness he didn’t dare dispute. What had he done with the money?

“Drank it,” said one. “Gambled it off,” another insisted; while an amount of horror was depicted in the general countenance strongly indicative of the tenderness of people’s conscience respecting the sins of their neighbors.

It was not the postponement simply, but the final destruction of his hopes, that now stared Edgar in the face. Nettie’s father was an upright, proud-spirited man, in whose esteem the repudiation of an honest debt was a crime next to that of open theft. The bestowal of his daughter’s hand on one resting under such a stigma, he would have spurned the very thought of.

What Edgar found it hardest to bear, was young Crunch’s insulting proposal to surrender the note, provided Edgar would relinquish all idea of marrying Nettie. It was well for Isaac junior that he made this offer through another, and for the messenger, that he was a creature beneath contempt.

Edgar did at last what he should have done at first—laid his case before Messrs. Archer & Crosbil, a firm of shrewd and able lawyers.

“And now what’s to be done?” he asked, when he had told his story from beginning to end, and answered the numerous questions wherewith the lawyers plied him.

“File a Bill in Chancery, *I* say,” replied Crosbil; “and compel Crunch to make discovery on oath.”

Bills in Chancery were Crosbil's hobby. It was his opinion that had Esau consulted a good equity practitioner, he would have had no difficulty in obtaining relief against that unconscionable bargain with his brother.

Archer was less free to give an opinion. He would first step round and ask Crunch for a sight of the note. He found that gentleman very frank and obliging. He hadn't the slightest objection to showing the note. There it was, still in the book, from which it had never been cut; and there too, right before it, was the "stump" of the paid note. Mr. Archer happened to have that note with him; and, sure enough, it exactly fitted the "stump." Mr. Archer noticed some other things, but it was his habit to look sharp and say little.

"I don't think we'll file a bill in Chancery," he said, on returning to the office.

Crosbil didn't think they would either, after hearing his partner's reasons.

Crunch had already begun an action, which, in due time, was brought to trial.

The plaintiff's case was very brief. He put in his note and "rested".

The plaintiff himself was the only witness called for the defense. The law, at that day, still barred litigants from testifying in their own behalf. But one step in advance had been taken: either party might make a witness of his adversary.

Mr. Crunch stepped into the box, to all outward seeming, the living embodiment of truth and candor.

"How many notes did Mr. Colton execute to the late firm of Crunch & Grandson?" Mr. Archer began.

"Two; the one in suit, and the other for a thousand dollars."

"The latter has been paid, I believe?"

"It has."

"Is that it?"

The witness identified the paper produced.

"The body of both notes is in your hand, is it not?"

"It is; I commonly attended to such matters for my grandfather."

"Be so good as to tell us, Mr. Crunch, who cut the signature from that note?"

"I did."

“In the defendant’s presence?”

“N-no”—with a little hesitation—“while Mr. Colton was counting the money, I went into the next room to get the note from grandfather, and cut off the name before taking it out to Mr. Colton.”

“Please step this way, where the jury can see, Mr. Crunch.” The witness complied.

“You observe a small segment of the upper curve of the E, in the signature to the note in suit is missing, do you not?”

There *was* a slight gap, Mr. Crunch thought.

“How do you account for it?”

Mr. Crunch couldn’t say exactly. It might be a grease spot had presented the ink from “catching.”

“And how do you account for *that?*” continued Mr. Archer, fitting the cancelled note to the “stump,” and smoothing it down over the disputed one—a process which made it apparent that a scarcely perceptible pen scratch, just above where the signature of the cancelled note was supposed to have been, *exactly supplied the missing part of the E in the other.*

The witness turned pale and red by turns, and stammered unintelligibly.

“Let me assist you,” said Mr. Archer. “The part of this cancelled note on which the signature *should* have been written had been secretly cut off before the defendant wrote his name. The paper, you see, is very thin; and when the mutilated note was smoothed down over the other—probably attached by adhesive gum—the absent scrap was not noticed; so that, instead of signing the note he intended to sign, the defendant put his name to the one beneath, before or afterward, without his knowledge, filled up for twenty thousand dollars. The top of the E reached a little higher than you expected, which gives the [clue] to the whole trick. When Edgar Colton paid his note, you delivered it to him in its present state, falsely pretending it had just been cancelled. This was a little private speculation on your own account, carefully concealed till after your grandfather’s death; for he, though sharp in business, would never have risked or connived at crime. The fact that you were trusted to draft and collect his notes, and that he was too illiterate to read them, rendered the execution and concealment of your artifice alike easy.”

Isaac Crunch sank back speechless. As he sneaked out of the court, he didn’t look *much* like the embodiment of truth and candor. Nor was he among the young folks that made merry at Edgar and Nettie’s wedding, less than a month afterward.

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