

Wm. S. Sharp, Printer, 86 Warren Street.

IN CHANCERY OF NEW JERSEY.

Between
THE FIRST NATIONAL BANK
OF FREEHOLD,
Complainant,
and
GILBERT H. IRONS *et al.*,
Defendants. }
On
Bill, &c.

Depositions.

[Filed Sept. 2, 1876.]

Let this be notice of the intention of the parties to the above-named suit, and of each of them, to use the depositions of William M. Smith, Cornelia A. Irons and Charles Allen, heretofore taken before Charles A. Bennett, master, in this cause, on the 29th day of August, 1876, and filed September 2d, 1876, on the final hearing of this cause.
September 21st, 1876.

WM. H. VREDENBURGH, 10
Solicitor and of counsel with complainant.
JOHN J. ELY,
Solicitor and of counsel with defendants.

A

Examination of witnesses, &c., in the above-stated cause, taken before me, Charles A. Bennett, one of the masters in the Court of Chancery of New Jersey, at my office in Freehold, on Tuesday, the 29th day of August, A. D. 1876, at ten o'clock, A. M. in the presence of William H. Vredenburg, solicitor for complainant; and John J. Ely, solicitor for the defendants, on notice given, the due service of which was proved before me.

C. A. BENNETT, *M. C.*

10 *William M. Smith*, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I am a farmer by occupation, living and residing at Smithburgh, in the township of Freehold; I have always lived right there; I am well acquainted with Gilbert H. Irons; he kept store within a mile of us for five years there; I never had any business with him until two years ago last spring, when he took my store; the 1st of April, 1874, he took my store; after he took my store, some time in the winter of 1874 and 1875, I endorsed for him, I think, twice; I don't recollect any more
 20 than twice that year; I was not acquainted with his business transactions; he seemed to be going along very nicely, as far as I knew; I suppose he met the paper I had endorsed; I have never heard from it; I have a pair of black horses he once owned; I got them on the 25th day of February, 1875. [Witness, on this being read over, says it was the 23d day of February.] I bought these right out and out; I gave him \$571.25; I bought at the same time, one small carriage for \$65.00, and one single harness, \$10.00, and one set of double harness, \$40.00; I bought twelve thousand nine hundred and eighty-
 30 three bushels of marl of him at the same time, at seven cents a bushel; this is outside of the bill of sale; I also bought one farm wagon for \$40.00; one jagger wagon, \$40.00; one sulky, \$25.00; one box-spring wagon, \$12.50; one lot of pine boards, \$225.00; one red cow, \$25.00; one set of harness, \$3.00; total, \$1965.56; I also got by bill of sale his store goods; I don't know of his having any other property, except what I have named, and what is in the bill of sale of his store goods; I did not pay him this \$1965.56 all in cash; I paid him for this in money, \$391.32; I gave him my note, payable at the

First National Bank in three months, for \$1200.00; I paid \$600.00 of this at the end of three months, and renewed for \$600.00 for three months, and paid that at its maturity; I paid the first \$600 out of my own money; I got no part of it from Gilbert Irons; I got the money out of the stuff I got of Irons, or some of it, and some out of my own money; I did not get one cent from Gilbert H. Irons, personally; I did not get it from his wife; I made sales of the marl and boards myself; I kept no regular book; I have no record of the sales of all the marl sold; after February 25th, there was no book kept 10 of the sales of the store goods; I kept a cash account; I suppose I have the cash book; I suppose it is in the safe with my own books; Schanck S. Stricklin was my clerk in the store and made the sales; he lives about a mile and a-half from my place, on the farm of James Shepherd; I had it four or five weeks, and might have trusted \$3 or \$4; I kept no books of charges; my clerk kept the cash book; would count up the cash at night and put it down; Gilbert Irons lived across the road where he lives now; this clerk I speak of clerked also for Irons, previous to my buying him out; and the 20 same clerk kept on for me; I hired him; after I sold out the same clerk kept on; the goods, after I bought and sold, remained in the same place; they were not moved; I paid the balance of the \$1965.56, by taking up the note John C. Lefferson held against Irons for \$200, and a note R. S. Strickland held against Irons, of \$174.24; those notes I have not here; I suppose I have them among my notes; I have none of these notes here to-day, or in Mr. Ely's office; I might have torn them up; I generally do; I took up Lefferson's note that day, and gave him my check for it, dated 30 April 1st following; I was in town yesterday; I came here about nine o'clock this morning; I have talked about this matter with Mr. Ely since I was subpoenaed; I stated to him how this matter was, all through; I can't tell how much of these notes was paid out of the proceeds of the sales from the store; I kept an account of the proceeds from the sales of the store goods, but don't know that I can find it now; when I bought the store out, I gave three notes, for \$600 each, dated February 25th, 1875, and payable in three, six, and nine months, respectively—gave them to Gilbert H. Irons; I 40

have not those notes; I have had them, and tore them up, and generally do when I pay them off; I tore them up about the 6th or 8th of April, 1875; that was about the time I received them; it was the same day I executed the bill of sale; none of these notes were due then; I don't know who was present when I tore them up; I put them in the stove in Mr. Ely's office, when they were given to me; Mr. Royal L. Wolcott; I think that is his name; cannot swear to his first name; am not well acquainted with him to swear to his
10 first name; he was present at that time; he never resided at Smithburgh; nothing more than a visitor; he was a stranger to me; I don't know that he went into the store and made sale of the goods himself; I don't think he made sale of goods in the store himself, personally; Mr. Ely, Wolcott, and myself were in Mr. Ely's office when the notes were put into the stove; Gilbert Irons was not there; I ride back and forth to Freehold and Smithburgh with Gilbert H. Irons, and often do, and am intimate with him. [The bill of sale from Gilbert H. Irons to witness, dated February 23d, 1875, and filed
20 March 2d, 1875, he says]—That is the bill of sale under which I claimed the store goods. [Another bill of sale shown witness, from himself to Royal L. Wolcott, dated April 3d, 1875, and filed April 7th, 1875.] I signed that paper and delivered it to Royal L. Wolcott at Mr. Ely's office; I had seen Royal L. Wolcott some two or three times before that, but the last time I had seen him, before that, was in August, 1874; I was not in Smithburgh between August, 1874, and the time I sold out to him, as I know of; after I sold out to him, the next time I saw him was about a month after, at
30 Smithburgh; I was not present when Wolcott signed the bill of sale to Mrs. Irons; I don't think he was there over a couple of days, at that time; he always made short visits; I have seen him there since that time; he was over there this summer—some six or seven weeks ago; he is not related to Mrs. Irons or Gilbert Irons, that I know of; I was home at Smithburgh between the time I sold out to Wolcott and the four weeks—about—afterwards; he was not there during that time, to the best of my knowledge and belief; the taking up my three notes for \$1800 formed a part of the consideration
40 of this sale of \$2100 from me to Wolcott; Wolcott had pos-

session of those notes when he gave them to me; I was not present when he got possession of those notes; I do not know, of my own knowledge, how or by what way, or for what consideration, Wolcott got those notes; the first I saw of him on that day, he came from Mr. Irons' house over to my store, about eight or nine o'clock A. M.—was the first I saw of him at all; we went to Freehold the next afternoon to execute the papers; it might have been the same afternoon; I am strongly impressed it was the next afternoon; I came down to Freehold in my own conveyance, and he came with me; 10 we two came alone; we had an understanding before we started, what we were going to do; I had added to those stock of goods while I own'd them; when I came to make the transfer, I found I had purchased \$300 more goods than I sold, and that formed part of the \$2100 he gave me.

Adjourned until to-morrow at three o'clock P. M.

August 30th, at three o'clock P. M., examination of William M. Smith resumed in presence of William H. Vredenburg, solicitor for complainant, and John J. Ely, solicitor for defendants. 20

William M. Smith's examination continued—

The \$1800 in notes formed the rest of the \$2100; this \$300 cash I got of Mr. Wolcott, I don't know whose money it was, but I supposed it was his; he paid me three \$100 bills; there was no discount taken off the notes; they were not due; I got them the same as I gave them; during the time I had the store I can't say how much my total receipts were, but I think I received \$400 or \$500; in the neighborhood of \$500; I know that what I put in and what I sold out was about \$300 difference; I did not go over the goods when I sold out to 30 Wolcott; we struck the difference between the amount I put in and the amount I sold, and it made this difference of \$300; I put in more than what I sold; I have the bills of what I put in, and I showed Mr. Wolcott the bills I had paid; I think I have the bills at home, or the amount of them; I think I bought and put in the store while I had it, about \$800 worth of goods; I did not make a particular inventory when I sold

to Wolcott ; I was engaged in the deed with Wolcott perhaps about three-quarters of an hour ; he was talking about buying me out ; that was in the first place when he came over from Irons' house ; we did not make a bargain that morning ; he came over again towards evening, and we then made the deed ; he was staying at Mr. Irons', I suppose, all night on that occasion, and took his meals there ; he told me he came that night before ; he came that evening to Mr. Ely's office, and when we came back he came with me and stayed
10 to Mr. Irons' all that night, and I think he went away some time that day, but am not certain ; the papers were all fixed up that same evening of the same day that he came over to see me in the morning ; that is, the transfer from me to him ; I understand that Wolcott gets up a liniment called Pain Paint ; he sells that liniment and other medicines ; he is, I suppose, forty-five or forty-six years old ; probably older, but not much ; I do not know in what part of Brooklyn he resides ; this store was leased to G. H. Irons for a year from the 1st of
20 April, 1874 ; I have no lease from 1875 to 1876 ; Mrs. Irons paid me the rent last year, but we have no lease under her ; she still rents it without a lease, payable quarterly ; it is rented from year to year ; her lease does not expire until next April ; Mrs. Irons does all this business for him as his agent ; Mr. Irons, I think, was in the store with us in the morning ; don't recollect that Irons was with Wolcott and I in the afternoon.

Q. What made you sell out so soon ?

A. My reason for selling out was, Mr. Wolcott said he wanted to benefit this family, and I said to him whatever was for the benefit of this family, I was willing to do ; he said he
30 wanted to fix some way so the family could support themselves ; and I told him if he wanted to do anything to help the family in that way, I would sell out to him, but I would rather keep it ; I have no other reason for selling out that I know of ; after Mr. Wolcott and I had our first talk in the morning, he went away, and I understood from him, he went to Clarksbury to Charles Allen's ; he got back to me about three or four o'clock p. m.—not far from that ; we got down to Freehold after sundown, I think ; we started to return to Smithburgh some time after dark.

Cross-examined, says—

The notes I endorsed for Gilbert H. Irons were made payable in the First National Bank of Freehold; the horses and other items which go to make up the \$1965.56, were not purchased on the same day of the store goods; they were purchased the 23d day of February, 1875; this memorandum is a correct statement of the articles purchased, and the prices paid on the 23d of February, 1875; this memorandum was made out on the same day; the reason that the price of the horses was \$571.25 is, that Irons and I could not agree upon the price, 10 and Mr. Lefferson fixed that price and we agreed to it; this memorandum also contains a true statement of the amount of the notes and cash I paid for these articles. [This memorandum is offered in evidence, and is marked *Exhibit No. 1* for defendants.] I bought these articles at that time in order to assist Mr. Irons in his troubles; he told me that he was in debt some, and he had property enough to pay \$3 for every \$1 he owed, but he had got his stock into marl and boards so much that it cramped him up, and if he could get any one to take them off his hands he could go ahead and have \$600 20 ahead in bank, and he could go right along; on the day of that purchase, I had no idea of purchasing the store goods; these notes I gave for those articles were all paid out of my own money; some out of the proceeds of my farm; I tore those notes up because it is the usual way of my doing when I pay them off, for that is the last of them; after I bought these goods, I bought the store goods two or three days after it.

Q. How came you to buy the store goods? [Objected to as statement of opinion, and not facts.]

A. Irons told me he came down to Freehold to deposit the 30 \$1200 note he got of me, in the Frst National Bank of Freehold, and some other moneys, too, he said; and I think it was the next day he came to me and said he was in as much trouble as he was before, for Jake had gone back on him; I mean Jacob B. Rue, the president of this bank; I said to him, what has he done, and Irons pulled out some papers, and said he had went and charged up papers—some that was due and some that wasn't due—till he swallowed up all the monèy that I took down; and he says, I don't know what I am to do; he says, He won't discount my paper any more; he 40

told me he would, but he has gone back on me; he says, My store is run down, and if they won't do my paper, I want to get out of the business—I want to sell out and settle up; that I have enough paper to pay \$2 for every \$1 I owe, but if they won't discount for me, I can't fill my store; and I says to him, I don't want to buy; says I, You told me if I would take this outside property, you could get along; and, says I, I am not prepared to buy the store; it takes about all my means, at present, to handle this outside stuff, and I would
10 rather not buy the store; I told him I would think about the buying of it, and would tell him in the morning; he insisted on my buying the store; he came to me again the next morning, and says to me, What do you think about what we were talking about? I said to him, Gilbert, if I buy you out, how will that situate you with your creditors, for I don't want to have any trouble about it; he says that, My store goods, with my book accounts, will pay a great deal more than I owe; I says then, Gilbert, it is near the 1st of April, and I can't pay cash for these goods, if I buy them, and I would
20 not like to agree to; he says, You can arrange it so as to get the money out of the bank; I told him it was too much—I would not risk it; I did not know where to get the money, it was so near the 1st of April; I finally made a proposition to him, how I would buy them: I told him I would take the goods at the inventory, to see what they were worth, and I told him I would make it in three payments, of three, six, and nine months, and that was the best I could do under the circumstances; we then had them inventoried by Frank Strickland, James Lejoine, and ourselves, and they amounted to a little
30 over \$1830; that is the true inventory that was made out and attached to the bill of sale made by him to me; I told him some of those goods would not sell for what they were appraised at, and I would just give him \$1800 for them, payable in three equal payments, of \$600 each, in three, six, and nine months; he said he would rather have the money, but he did not know he could do any better, and he would take it, and then the bill of sale was drawn up.

Q. Did you buy him out with the intention, directly or indirectly, of assisting him to defraud his creditors, or any of
40 them, of their money, or any part thereof? [Objected to.]

A. No, sir.

A. Did you consider that after the sale in your notes, he had as much to pay his creditors with as before the sale? [Objected to.]

A. He had; I paid full value for them; if it had not been in my own store-house, I could not have done it; at the time of the sale, I expected to keep the store myself; I did not expect, at that time, to let him or his wife have it back again; there was not, at that time, any agreement to let them have it back again; I run the store in the neighborhood of 10 five weeks; during that time, Gilbert H. Irons and his wife had no interest in the store, directly or indirectly; I started on the cash system, without respect to persons; I kept a cash book, but no book of charges; Mr. Wolcott came over to the store and said, I see there is quite a change of things here since I was here before. [Hearsay evidence objected to.] I told him, Yes, it was so; he says, I dont think he ought to went out—how does he expect to keep his family; he says, He must be put to work again; he says, I understand you don't like the business much, and I told him, No, sir; he says 20 to me, I heard he was in trouble, and I came over to help him out; he says, He has been doing business for me for five or six years, selling this pain paint for me, and I believe him to be an honest man, and think a great deal of his family, and am going to help him out of his troubles, and are you willing to sell the store back; I said to him, Under what circumstances; he said, I want to buy it so as to set him to work to make a living for his family; I told him if that was what he wished, I would sell it back to him; he asked me what it amounted to, what I bought of Irons; I told him 30 \$1800, but I told him there was more in the store now—I had bought more than I had sold; he wanted to know what I wanted for it, and I told him if he was buying it for the sake of giving them a chance to make a living, he could have it for the same I paid Irons, by paying the difference between what I had sold and what I had bought; he wanted to know how much that difference was, and we looked over and found it to be about \$300; he says, How do you want your pay? I told him I wanted the money; he says, I have not got that much by me; he says, I will pay you \$600 down, and give 40

you my note for the balance, payable in fifteen days, at my office; I told him that would not do; I says, Mr. Wolcott, it may be all right—you may be worth ten times that, according to representation—but you are a stranger to me, and I won't take it; I have had bother enough with this thing, and don't mean to go out of it until I am satisfied what I am doing; I owe \$1800 for these goods, in notes, and don't mean to give up the goods until I have something to take up these with, or their equivalent; he says, Who holds the notes? I said, 10 Charles Allen; Wolcott says, Perhaps I can make some deal with him; says I, Perhaps you can, and if you can, get the notes—they are the same to me as the money; Irons says his note is good enough, and Charles Allen will take it; and I said, That is all right, if he will take it, but I won't; Charles Allen told me he held three notes; he says, Then I suppose you are satisfied if you get your notes; and I told him, Yes, sir; he told me he was going to Clarksburg to Charles Allen's; he came back in the afternoon and told me he had my notes, and wanted me to fix up the matter 20 that afternoon, for he wanted to get home as soon as he could, and I hitched up and we went to Freehold that afternoon; the bill of sale was drawn up, and he gave me my notes for \$1800, and gave me three \$100 bills; I then tore those notes up and put them in the stove in Mr. Ely's office; I had nothing to do with Gilbert H. Irons or Mrs. Irons in my sale to Wolcott; after my sale to him, Wolcott run the store for about four weeks—until he made the bill of sale to Mrs. Irons; goods were delivered there in his name, and were sold out of the store in his name; they would send orders to him and he would 30 send out the goods they wanted; I heard him give the clerks orders the next day, not to buy anything, and sell strictly for cash, and if anything was wanted, send to him and he would send it; when Gilbert H. Irons sold out to me, the lease was destroyed, as I took the store; when I sold to Wolcott, I rented the store to him for \$300 a year; it was a verbal bargain with Wolcott to lease for \$300 a year, payable quarterly; I leased to Mrs. Irons in the same way, and she has paid her rent quarterly; she does the business through her husband, Gilbert H. Irons, as her agent; since the bill of sale to Mrs

Irons, the store has been run in her name; the goods have been bought and sold in her name.

Re-direct—

Wolcott had no horse there at Smithburgh of his own; I told Wolcott he could have my team, and Mr. Irons was present in the store; I don't know who went with the team; my man drove the team; I did not see the team when they came back; did not see who was with them, that I know of at present.

WILLIAM M. SMITH.

Sworn to and subscribed before me, August 30th, 1876. 10

C. A. BENNETT, *M. C.*

Mrs. Cornelia A. Irons, a witness produced on the part of complainant, being duly sworn, on her oath saith—

My husband has been in the business of keeping a retail store at Smithburgh; I and he are living together; I am myself in possession of the store goods there; my husband, when he is able, sells goods in the store with the clerks; he receives the money; I suppose the same character of goods are in the store now that were there when he sold to Mr. Smith; I don't know what addition has been made to the store goods; I am 20 not familiar with the business; I am on very intimate terms with Mr. Royal L. Wolcott; I have visited at his house frequently; he is not any relation to me; I was not present at the office of Mr. Ely when the bill of sale was executed to me; I was at Smithburgh; I have no knowledge of the facts—circumstances of the sale; I was sick in bed at the time.

Cross-examined—

I am the owner of all the goods in the store, and have been since the sale of Wolcott to me; the business of the store is carried on in my name, and the goods are bought and sold in 30 my name; my husband is sick, and when he is well, he carries on the store, in my name; he does not own any of the goods in the store; he has not owned any part of them since his sale to William M. Smith; I have known Mr. Wolcott ten or eleven years; he has been in the habit of visiting us twice a year for the last ten years—since we were married—with

his family; I and my family have been in the habit of visiting his family once a year; he came to see me when I was sick; Mr. Wolcott said nothing to me about the business; he said, I think your troubles make you worse, and I will help you out.

CORNELIA A. IRONS.

Sworn to and subscribed before me, August 30th, 1876.

C. A. BENNETT, *M. C.*

Adjourned to September 1st, 1876, at ten o'clock A. M.

10 September 1st, 1876. Examination continued.

John J. Ely, a witness produced on the part of complainant, being duly sworn, on his oath saith—

[Bill of sale of February 25th, 1875, shown witness, he says]—I am the subscribing witness to that bill of sale; I saw Gilbert H. Irons, the maker of it, sign it. [Offered in evidence by certified copy.]

[Bill of sale of April 3d, 1875, shown witness, he says]—I am the subscribing witness to that bill of sale; I saw William M. Smith sign his name to it.

20 [Bill of sale of May 8th, 1875, shown witness, he says]—I am the subscribing witness to that bill of sale, executed by Royal L. Wolcott to Cornelia A. Irons, and filed May 8th, 1875; it was signed and sealed in my presence; I drew it by his instructions; it was signed in my office, at Freehold; I don't know who else was present when it was signed; Mrs. Cornelia A. Irons was not present; I can't say whether Gilbert H. Irons was present or not; in pursuance of instructions from Wolcott, I think I put it on file; that is my impression.

JOHN J. ELY.

30 Sworn to and subscribed, before me, September 1st, 1876.

C. A. BENNETT, *M. C.*

Charles Allen, a witness produced on the part of complainant, being duly sworn, on his oath saith—

I got possession of the three notes of hand referred to,

made by William M. Smith to Gilbert H. Irons, for \$600 each; I assigned them to Dr. Royal L. Wolcott, the pain
paint man, at my place at Clarksburg; Gilbert H. Irons
came to my place with Dr. Wolcott, at the time I assigned
the notes to Wolcott; I had had the notes a few weeks before
I passed them over to Wolcott; I now think it was a few
weeks; I think it was more than two weeks—can't say
whether it was more than three weeks or not; I got those
notes from Mr. Irons; the business was transacted at my
house; I should think this was some three or four weeks after
the notes were dated; I don't recollect that any one was with
Irons at that time; at the time, I sold Irons a piece of land
among the oil regions, for those notes; that was the only con-
sideration I gave him for the notes; it was a tract of fifty
acres; I made a conveyance to him and signed a deed; I
don't recollect what county this land is in; I was trying to
think of it as I was coming down, but I cannot; we had made
a bargain before, and I had the deed ready when he came;
Mr. Irons told me that he wanted to move away and make
some money to pay his debts; I delivered the deed to him
the day he gave me the notes; I have the old deed for the
property in the oil regions; I hold that deed as executor of
Joseph James, deceased; I expect his will is here in the surro-
gate's office; he died, I think, over ten years ago, and, I
think, under twenty years ago; the proceeds of that property
is due to the estate of Joseph James; I have not charged
myself with that account in this estate; I never have been to
those lands, and have never seen them; I know them only by
reputation; they remained in my hands as executor from the
time of Joseph James' death; I never offered them at public
sale; I have offered them at private sale a number of times;
I don't recollect that I filed an inventory on Joseph James'
estate, or whether those lands were inventoried or not; he had
other lands in this county, that was sold; Gilbert Irons and
Mr. Wolcott came there together, at the time I passed away
the notes; I received from Wolcott, for those notes, \$300 in
money, and his note for the balance; don't remember what
the balance was; we took the discount out of Smith's notes,
and his note was for the balance, about \$1400; that note
was taken up a little while after; a few weeks after, I

went on to New York, and took the note with me, and I got the money there in New York; I got the money of Dr. Wolcott; it was at a public house there, somewhere; I went on alone; there was no one present at the time I got the money but Wolcott, that I know of; he paid me the money in greenbacks; I then gave him up the note; I did not take any of the papers from him; Gilbert H. Irons owed me on a note I had endorsed for him on or about that time; some few days one way or the other; he owed me altogether
 10 over \$1500 at that time, or shortly after it, I think; this debt was in the shape of Gilbert H. Irons' notes to other parties; notes made by him, but which I held; I have given up those notes to him; don't remember whether it was before or since the receipt of the \$1400 from Wolcott; I have never paid any part of that \$1400 to Irons; I hold no paper of Mr. Irons now; I settled up with him without the formal passing of receipts, I think, at my house; Irons came up to see me about it; this settlement we had was after he and Wolcott had been
 20 up to get the notes; I had power to sell land under the will of Joseph James, and I had been making efforts to sell it, but it was a good way of; I never got a cent income from it.

Cross-examined, says—

This deed I made to Irons was regularly acknowledged.

Q. What took place between you and Dr. Wolcott when he came there to buy these notes of Smith?

A. The fact of the business is, I signed Dr. Wolcott over the three notes amounting to \$1800, and he paid me for them, as I have stated; Mr. Wolcott said he wanted to help Mr. Irons out of his troubles; he had sold a good deal of his
 30 medicines; at the time I sold Mr. Irons this real estate, there was no understanding that I was to have it back again; after telling him that I came into the possession of debts he owed; something over \$1500; I bought them *bona fide*; I afterwards got this property back; he had not got the deed recorded, and we tore the deed up; these debts I bought up were mostly Marsh & Co., of New York; there was also a note payable in bank, besides the Marsh's; the notes I held amounted to between \$1500 and \$1600.

Re-direct.

At the time of the settlement with Irons, he did not pay me any money; he gave me all the land for the notes that I held against him; I cannot say that I obtained these Marsh notes and those I held against Irons, after I transferred the Smith notes to Wolcott; I think I paid the note in bank after that; I don't recollect whether I had any of these Marsh claims against Irons, at the time I conveyed to him these oil lands, or not; I got those notes from Marsh at Perrinesville; he was up there; I may have got these notes from Marsh before I conveyed these lands to Irons; I did not know that Mr. Irons then owed the bank; I may have had some conversation with Mr. Rue about it; my impression was, that it was fixed up; I did not understand at that time, there were suits against Mr. Irons; if there were suits, I did not know it; some of these Marsh notes were due and protested; I won't say about the protest, but they must have been overdue, because I figured the interest on them; he had not paid those notes at their maturity; I live about five miles from Irons' place; the road from Freehold to Clarksburg goes through Smithburgh, and I sometimes go home that way.

Re-cross-examined—

When the note came due in bank that I had endorsed for Irons, I had no money or anything else of Irons' as security; that note was for \$115.00; he did not take it up as I expected he would; then Irons came to me and was sick of the land, and proposed to pay me off those notes if I would take the land back; that was the \$115.00 and the other claims I had bought against him; when I took the land back, I think it was about the middle of September; I have a memorandum with me about it; the \$1536.36, the amount of the notes that I gave up to Irons for the deed of the property back to me, is made up of the following items: note in bank, \$115, and \$4.02 interest; note, \$347.98, and \$10.15 interest: this was a Marsh note; note, \$347.98, and \$10.15 interest; this was a Marsh note; note, \$347.98, and \$12.07 interest; this was a Marsh note; note, \$329.40, and \$11.52 interest; this was a Marsh note—making \$1536.36; I had bought up all these notes; this memorandum was made at the very time of the sale, on

the 17th of September, 1875; I sold the notes to Wolcott while Mr. Smith owned the property, which was in the spring of 1875; I was in the store while Mr. Smith owned it, and before he sold it to Wolcott; I bought the land back for less than he gave me for it; the land was of less value; at the time I sold Smith's notes to Wolcott, there was no understanding I should take the land back, I let Irons have for the aforesaid claims; those two transactions were entirely distinct and separate. [The memorandum offered in evidence, 10 marked *Exhibit No. 2* for defendant.]

Re-direct—

This \$115 note in bank I had endorsed, and became liable on some three months before; I told Irons at the time, Gibbie, I will endorse, but I don't want any trouble about this note; I should think the dates in this memorandum show the times the notes became due, being the times I calculated the interest from on those notes; I saw Mr. William Smith this morning, at Smithburgh; I did not show him the memorandum, and did not tell him I had one; I had a little con- 20 versation with Mr. Smith in reference to this matter; he said he and Mrs. Irons had been sworn.

Re-cross-examined—

I hold judgments and claims against Joseph James' estate; if I had got anything from these lands, I would have taken it to pay my judgments and other debts.

CHARLES ALLEN.

Sworn to and subscribed, before me, September 1st, 1876.
C. A. BENNETT, *M. C.*

Jacob B. Rue, a witness produced on the part of complain- 30 ants, being duly sworn, on his oath saith—

I am acquainted with Gilbert H. Irons, against whom the First National Bank of Freehold held a judgment for over \$900; he was a dealer at the bank for a number of years; he got paper discounted there; the debt upon which this judgment is founded, arose upon Mr. Irons' endorsements upon those eleven notes now shown me, and discounted for

his benefit; he obtained the proceeds of those discounts; that was before the 25th of February, 1875—all of them; he became indebted to the bank prior to the 25th day of February, 1875. [These eleven notes are offered in evidence and marked exhibits on the part of complainant.] Those notes were discounted on the credit of Gilbert H. Irons; the makers of those notes are not responsible, to my knowledge; the makers did not pay them; the bank had no dealings with the makers of these notes; prior to the discounting these notes, I had several conversations with Mr. Gilbert H. Irons, in refer- 10
ence to discounting his customers' paper, but I had a particular conversation with him within a week of his making this assignment to Mr. Smith, at which conversation he stated he had sufficient property to pay all his debts, and at least \$3000 besides; that is the last conversation I had with him; it was on account of the strength of his representations that the bank discounted his paper—I mean frequent representations made by him—that he was able to meet his obligations.

Cross-examined, says—

The last conversation about the \$3000 was after the dis- 20
counting those notes on which the judgment was obtained.

Re-direct—

The dates of those notes will show about the time of their discount, within about three days, I think, at least.

J. B. RUE.

Sworn to and subscribed, before me, September 1st, 1876.

C. A. BENNETT, *M. C.*

Disbrow A. Carson, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

[Paper shown witness, being the order of the Chancellor 30
made in this cause, dated August 22d, 1876, he says]—I served a copy of this paper on Gilbert H. Irons, personally, on the 25th day of August, 1876, and gave him a copy and informed him of its contents, and read it to him all over, every

word of it. [This paper is offered in evidence and is marked *Exhibit D* on the part of the complainant.]

DISBROW A. CARSON.

Sworn to and subscribed before me, September 1st, 1876.

C. A. BENNETT, *M. C.*

The solicitor of complainant offers in evidence, the following:
Certified copy of the bill of sale of February 25th, 1875,
marked *Exhibit A*.

Certified copy of the bill of sale, dated April 3d, 1875,
10 from William M. Smith to Dr. Wolcott, marked *Exhibit B*.

Certified copy of bill of sale, dated May 8th, 1875, made by
Dr. Wolcott to Mrs. Irons, marked *Exhibit C*.

Certified abstract of a judgment in Monmouth Circuit
Court, January Term, 1875, in favor of Winslow L. Whiting
v. Gilbert H. Irons. Summons issued February 5th, 1875, and
judgment by default April 1st, 1875, for \$193.13.

Certified abstract of another judgment in Monmouth Cir-
cuit Court, January Term, 1875, in favor of P. Van Valken-
burgh & Co. *v.* Gilbert H. Irons. Summons issued February
20 26th, 1875, and judgment entered by default, April 1st, 1875,
for \$242.45.

Certified abstract of another judgment in the Monmouth
Pleas, in favor of L. E. Schoonmaker *v.* Gilbert H. Irons.
Summons issued May 10th, 1875; judgment entered by de-
fault, July 21st, 1875, for \$266.85.

Certified abstract of another judgment from Justice's Court,
docketed in Monmouth Pleas, in favor of Cammeys and
Nason *v.* Gilbert H. Irons. Summons made returnable be-
fore the Justice on the 8th day of March, 1875, and judgment
30 entered March 22d, 1875, for \$91.38. Execution issued March
22d, 1875.

Certified abstract of another judgment from Justice's Court, (Samuel Conover, Justice of the Peace,) in favor of Powers, Gaston & Co. v. Gilbert H. Irons. Summons returnable June 7th, 1875, and judgment entered June 7th, 1875, for \$43.87, debt, besides costs. The above marked *Exhibit E* for complainant.

WM. S. SHARP, Printer, 86 and 88 Warren Street, Trenton, N. J.

IN CHANCERY OF NEW JERSEY.

Between

*THE FIRST NATIONAL BANK,
OF FREEHOLD,*

Complainant,

and

GILBERT H. IRONS et al.,

Defendants.

} *On Bill, &c.*

Bill of Complaint.

[Filed August 22, 1876.]

*To his Honor, Theodore Runyon, Chancellor of the State of
New Jersey :*

Humbly complaining, showeth unto your Honor, your orator, The First National Bank of Freehold, a corporation of the State of New Jersey, transacting business at Freehold, Monmouth county, New Jersey :

1. That on the twenty-ninth day of November, A. D. eighteen hundred and seventy-five, your orator recovered a judgment, in a certain suit brought by your orator, plaintiff therein,

against Gilbert H. Irons, defendant therein, (of the said county and state), in favor of your orator, and against the said defendant, in the Supreme Court of the State of New Jersey, aforesaid, for the sum of nine hundred and twelve dollars and fifty-five cents, (\$912.55), and thereupon caused to be issued thereon a writ of *feri facias de bonis et terris*, directed to the sheriff of the county of Monmouth aforesaid, which writ having been first duly recorded, was delivered to the said sheriff to be executed on or about the thirtieth day of November, A. D. eighteen hundred and seventy-five.

2. That said sheriff has since duly returned said writ unsatisfied, with a return that he could find neither goods, chattels, nor real estate whereof to make the said moneys or any part thereof, according to the exigency of said writ.

3. And your orator further shows that there remains due on the said execution, the whole amount of said judgment, besides interest, no part thereof having been paid.

4. And your orator further complaining, shows unto your Honor that the said judgment debt due your orator from the said Gilbert H. Irons, was for money loaned by your orator to said Irons, at his request, between the eighth day of December, A. D. eighteen hundred and seventy-four, and the thirteenth day of February, A. D. eighteen hundred and seventy-five, and that said debt for which your orator obtained said judgment, was contracted by the said Gilbert H. Irons of your orator, at and prior to the said thirteenth day of February, A. D. eighteen hundred and seventy-five.

5. That afterwards and within a few days thereafter, and on or about the twenty-fifth day of February, A. D. eighteen hundred and seventy-five, the said Gilbert H. Irons made and executed to William M. Smith a bill of sale, dated on the day last aforesaid, and filed in the clerk's office of the county of Monmouth, on the second day of March, A. D. eighteen hundred and seventy-five, of which the following is a true copy:

“Know all men by these presents, that I, Gilbert H. Irons, of the township of Manalapan, in the county of Monmouth, and State of New Jersey, for the consideration of eighteen hundred dollars to me paid by William M. Smith, of the township of Freehold, in the county and State aforesaid, by

his giving me three notes, first note dated February 25th, 1875, for six hundred dollars, payable in three months after date; second note dated February 25th, 1875, for six hundred dollars, payable in six months after date; third note dated February 25th, 1875, for six hundred dollars, payable in nine months after date, the receipt whereof is hereby acknowledged, have and by these presents do give, grant and sell unto the said Wm. M. Smith, his executors, administrators and assigns the following goods and chattels, situate in the storehouse of William M. Smith, at Smithburg:

10

710 $\frac{1}{4}$	yards calico,	at	8	cts.	per yard,	\$	56	82
22	"	gingham,	"	10	"	"	2	20
40	"	"	"	9	"	"	3	60
20	"	"	"	9	"	"	1	80
37	"	"	"	12	"	"	4	44
34	"	jean,	"	12	"	"	4	80
26	"	"	"	12	"	"	4	32
53 $\frac{1}{2}$	"	linen,	"	12	"	"	6	42
80	"	"	"	12	"	"	9	60
174	"	cambric linen,	"	6 $\frac{1}{2}$	"	"	10	44 20
89	"	dress goods,	"	20	"	"	17	80
60	"	paper muslin,	"	8	"	"	4	80
30	"	dress goods,	"	15	"	"	4	50
38	"	plaid,	"	25	"	"	9	50
18	"	old delaine,	"	25	"	"	4	50
20	"	alpaca,	"	25	"	"	5	00
32	"	cloth,	"	40	"	"	13	00
19	"	alpaca,	"	40	"	"	7	60
45	"	dress goods,	"	25	"	"	11	25
35	"	"	"	25	"	"	8	57 30
25	"	alpaca,	"	25	"	"	6	25
89	"	muslin,	"	8 $\frac{1}{2}$	"	"	7	16
20 $\frac{1}{2}$	"	"	"	10	"	"	2	05
5	"	"	"	10	"	"		50
28	"	"	"	8 $\frac{1}{2}$	"	"	2	38
19	"	"	"	13	"	"	2	47
25	"	cotton flannel,	"	10	"	"	2	50
14 $\frac{3}{4}$	"	white flannel,	"	20	"	"	2	95
45	"	red flannel,	"	40	"	"	18	00

	4½ yards	white flannel,	at 17 cts. per yard,	\$ 76
	11	“ flannel,	“ 20 “ “	2 20
	33	“ shirting flannel,	“ 25 “ “	6 93
	17	“ “	“ 35 “ “	5 95
	5	“ “	“ 20 “ “	1 00
	18	“ shirting,	“ 12½ “ “	2 25
	30	“ “	“ 12½ “ “	3 75
	35	“ “	“ 12½ “ “	4 37
	25	“ bed ticking,	“ 25 “ “	6 20
10	6	“ “	“ 25 “ “	1 50
	70	“ “	“ 10½ “ “	7 55
	12	“ water proof,	“ 85 “ “	10 62
	4½	“ sack cloth,	“ 80 “ “	3 60
	2	“ remnant,		25
	25	“ denim,	“ 9½ “ “	2 37
	22½	“ cotton,	“ 12½ “ “	2 81
	18	“ cottonade,	“ 35 “ “	6 30
	7½	“ cassimere,	“ 50 “ “	3 75
	4½	“ “	“ 60 “ “	2 70
20	1	“ remnant,		1 00
	13	“ Trenton cassimere,	“ 25 “ “	3 25
	153	“ dress goods,	“ 12½ “ “	19 13
	80	“ “	“ 12½ “ “	10 00
	36	“ lining,	“ 10 “ “	3 60
	28	“ linen,	“ 15 “ “	4 20
	40	“ “	“ 19 “ “	4 00
	24	“ white goods,	“ 15 “ “	3 60
	15	“ “ muslin,	“ 15 “ “	2 25
	11	“ cambric,	“ 12½ “ “	1 37½
30	11	“ white goods,	“ 15 “ “	1 65
	3	“ coats,	“ 3.50 each,	10 50
	2	“ “	“ 4.00 “	8 00
	12	pair of pants,	“ 1.50 “	18 00
	6	“ coats,	“ 2.50 “	15 00
	8	pair of pants,	“ 1.50 “	12 00
	9	“ coats,	“ 1.25 “	11 25
	15	“ vests,	“ 1.00 “	15 00
	5	pair of pants,	“ .75 “	3 75
	1	“ overcoat,		3 50
40	2	“ coats,	“ 6.50 “	13 00

2	coats,	at 3.00	each,	\$ 3 00
1	overcoat,			10 00
1	coat,			6 00
1	suit of clothes,			10 50
1	coat,			3 00
1	coat and vest,			5 50
1	“ “ “			8 00
2	pair of pants,			6 00
1	vest,			1 75
1	“			2 25 10
1	“			1 00
2	shirts,			3 00
10	“	at .70	each,	7 00
3	shawls,	“ 1.50	“	4 50
1	shawl,			3 25
1	“			1 00
1	“			3 00
10	pair slippers,		80 cts. each,	8 00
5	“ “	1.85-100	“	9 25
9	“ “	1.50-100	“	13 50 20
5	“ “	1.90-100	“	9 50
9	“ “	at 2.00	“	18 00
5	“ “	“ 1.50	“	7 50
4	“ “	“ 2.75	“	11 00
7	“ “	“ 1.15	“	8 05
3	“ “	“ 1.00	“	3 00
4	“ “	“ 1.75	“	7 00
4	“ “	“ 1.50	“	6 00
12	“ “	“ 1.25	“	15 00
1	“ “	“ 2	“	25 30
11	“ “	“ .70	“	7 70
9	“ “	“ .40	“	3 60
5	“ “	“ .85	“	4 25
2	“ “	“ .70	“	1 40
1	lot of shoes,			1 50
4	pair of shoes,			4 60
7	“ “	.80 cts.	each,	5 60
6	“ “	1.25	“	7 50
14	“ “	1.00	“	14 00
15	“ “	1.00	“	15 00 40

	7	pair of shoes,	.50		each,	\$ 3 50
	9	" "	1.50		"	13 50
	7	" "	1.25		"	8 55
	3	" "	3.50		"	1 50
	19	" "	1.10		"	20 90
	10	" "	1.25		"	12 50
	1	lot of shoes,				5 00
	2	pair of shoes,	1.50		each,	3 00
	8	shirts,	.50		"	4 00
10	9	"	.40		"	3 60
	10	"	at .40 cts.		"	4 00
	2	knit jackets,	1.75		"	3 50
	6	ladies' vests,	.50		"	3 00
	6	pair of drawers,	.25		"	1 50
	1	" "	.60		"	60
	1	shirt and drawers,			"	60
	4	drawers,	.75 cts.		"	3 00
	6	"	.75 "		"	4 50
	6	ladies' vests,	.75 "		"	4 50
20	8	shirts,	.50 "		"	4 00
		lot of collars,				3 00
		lot of patent thread,				10 00
	6	shirts,	at .60 "		"	3 60
	3	knit coats,	.60 "		"	1 80
		lot of notions,				200 00
	1	roll of oilcloth,				4 00
	1	lot of wall-paper,				30 00
	1	" curtains,				3 00
	6	pair pants,	at 1.85		each,	11 10
30	6	" "	" 1.50		"	9 00
	4	" "	" 1.50		"	6 00
	6	" "	" 1.25		"	7 50
	3	" "	" 2.00		"	6 00
	9	" "	" 2.50		"	22 50
	8	" "	" 1.00		"	8 00
	5	" "	" 2.50		"	12 50
	4	" "	" 2.00		"	8 00
	10	" "	" 1.00		"	10 00
	7	" "	" 1.00		"	7 00
40	1	" "	" .85		"	85

2	pair	pants,	at 1.25	each,	\$ 2 50
12	"	"	" .90	"	10 80
5	"	"	" 1.50	"	7 50
4	"	boots,	" 2.00	"	8 00
4	"	"	" 2.25	per pair,	9 00
9	"	"	" 1.75	"	15 75
10	"	"	" 3.00	"	30 00
10	"	"	" 1.00	"	10 00
5	"	"	" 2.50	"	12 50
3	"	"	" 1.50	"	4 50 10
	lot of	hats on rack,			6 00
2	lots of	hats,			2 00
3		hats,	" 1.00	each,	3 00
2		" "	" .87	"	1 74
1		"			75
4		"	" 1.60	each,	6 40
5		"	" 1.25	"	6 25
5		"	" 2.00	"	10 00
6		"	" 1.50	"	9 00
11		caps,	" .75	"	7 75 20
5		"	" .25	"	1 25
2		hats,	" 1.50	"	3 00
5		"	" .25	"	1 25
4		"	" 3 —	"	1 50
4		"	" 8 —	"	4 00
4		"	" 1.30	"	5 25
3		"	" 1.12	"	3 36
3		"	" 6 —	"	2 25
3		"	" .85	"	2 55
4		"	" 8 —	"	4 00 30
6		lanterns O.,	4 —		3 00
1	lot of	lottin bots,			7 00
½ doz.		fruit jars,			75
11 lbs.		—, .30			3 30
1	lot	soap,			2 00
1	lot	hardware,			10 00
1	lot	brushes,			2 00
3	doz.	lent brushes,	8 —		3 00
1	lot	brick-dust,			2 00
3	cans	lam,	2 —		75 40

	1	lot	ground pepper,		\$ 5 13
	1	"	blacking,		2 00
	1	"	pepper,	.32	3 20
			ginger,	2 —	50
			crockery ware,		10 00
			glassware,		10 00
			drugs and medicines,		25 00
	4	lbs.	Jap. tea,	.60	2 40
	6	"	black "	4 —	3 00
10	25	"	green "	.40	10 00
	15	"	raisins,	.13	1 95
	30	"	sal-soda,	.03	90
	4	"	tobacco,	.60	2 40
	3	"	"	6 —	2 25
	4	bags	S—,	16 —	8 00
	32½	lbs.	—,	.35	11 75
	3	"	snuff,	6 —	2 25
	1	lot	candy,		1 00
	6	lbs.	lemon biscuit,	.14	84
20	10	"	dried apples,	.10	1 00
	45	"	soda biscuit,	.08	3 60
	220	"	sugar,	.10¼	22 25
	1	lot	pepper,	4 —	50
	1	"	clothes-pegs,		25
	8	lbs.	Glauber salts,	.03	2 40
	1	doz.	yeast cakes,		60
	300	lbs.	nails,	.04½	13 50
	1	lot	locks,	4 —	50
	5	l—	bags,	6 —	3 75
30	1	lot	bells,		5 00
	25		B— L.— powder,	.10	2 50
	55	lbs.	cheese,	.17	9 65
			Mat—,		50
	30	lbs.	powder,	2 —	7 50
	1	sack	salt,		1 75
	1	keg—	soda,		6 50
	10		brooms,	2 —	2 50
	1	lot	stone pans,		10 00
	15		—,	.40	6 00
40	1	lot	—,		50

50 lbs.	brand,	.02½	\$	75
25 "	rope,	.13		3 25
10 "	"	.03		30
1	wash-tub,			80
35 lbs.	starch,	.09		15
2	overcoats,	3.50		7 00
1 pair	blankets,			6 00
1 doz.	baskets,	.60		7 20
1½ "	small baskets,	2 —		4 50
1 lot	empty bbls.,	12 —		12 50 10
4 bus.	—, —,			6 00
10	pails,	.20		2 00
1 lot	boxes,			5 00
100 gals.	vinegar,	.20		20 00
22 "	molasses,	4 —		11 00
75 lbs.	butter,	.30		22 50
20 "	tallow,	.08		1 60
25 gals.	ker. oil,			3 25
12 "	machine oil,	6 —		9 00
1 B—	fish,			10 00 20
1	P— and pair bags,			5 00
	all fixtures belonging to store,			50 00
2	—, —,	6 —		1 50
2	shovels,	6 —		1 50
1 lot—		2.00		2 00
				<hr/>
	\$170 45	\$104 44		\$33 94
	390 65	165 72		182 10
	195 05	191 20		909 12
	152 37	194 55		655 91
	<hr/>	<hr/>		<hr/>
	\$909 12	\$655 91		\$1,831 07 30

"Amounting in all to the sum of eighteen hundred and thirty-one dollars and seven cents, the said Smith taking the same for eighteen hundred dollars, to his and their use forever. And I, the said Gilbert H. Irons, do hereby covenant and agree to and with the said William M. Smith, that I am the true and lawful owner of the said goods and chattels, and have full power to sell and dispose of the same.

Witness my hand and seal this twenty-fifth day of February, A. D. eighteen hundred and seventy-five.

“ GILBERT H. IRONS. [L. S.]

“ Signed, sealed, and delivered in the presence of [the words, said Smith taking the same for eighteen hundred dollars, on third line from account, interlined before signing and sealing.]

“ JOHN J. ELY.”

And your orator further shows that afterwards, on or about the third day of April then next following, the said William
 10 M. Smith made and executed to Royal L. Wolcott, of the city of Brooklyn, in the State of New York, a bill of sale, which was, on the seventh day of April, A. D. eighteen hundred and seventy-five, filed in the clerk's office of the county of Monmouth, of which the following is a true copy :

“ Know all men by these presents that I, William M. Smith, of the township of Freehold, in the county of Monmouth, and State of New Jersey, for the consideration of two thousand and one hundred dollars, to me in hand paid by Royal
 20 L. Wolcott, of the city of Brooklyn, in the State of New York, the receipt whereof is hereby acknowledged, have, and by these presents do give, grant, and sell unto the said Royal L. Wolcott, his executors, administrators, and assigns, all the goods and chattels situate in the store-house of said William M. Smith, at Smithburg, being the same goods and chattels, or whatever remains of the same goods and chattels, after the sales for cash at retail made by the said William M. Smith thereof, since the twenty-fifth day of February, A. D. last past, contained and particularly specified, enumerated, and inventoried in the bill of sale made by Gilbert H. Irons to said
 30 William M. Smith, dated February twenty-fifth, A. D. eighteen hundred and seventy-five, and filed March second, eighteen hundred and seventy-five, in the clerk's office of the county of Monmouth, and numbered 1946. And in addition thereto, all the goods and chattels purchased by said William M. Smith since the said twenty-fifth of February, A. D. eighteen hundred and seventy-five, to replenish and add to said original stock not heretofore sold, but now on hand, the whole of said

stock being now worth, according to the estimate fixed thereupon by the parties hereto, three hundred dollars more than the original stock at the time of the sale by said Irons to said Smith, to wit, the said sum of twenty-one hundred dollars; to have and to hold the said goods and chattels unto the said Royal L. Wolcott, his executors, administrators, and assigns, to his and their use forever.

"And I, the said William M. Smith, do hereby covenant and agree to and with the said Royal L. Wolcott, that I am the true and lawful owner of the said goods and chattels, and have full 10 power to sell and dispose of the same.

"Witness my hand and seal this third day of April, A. D. eighteen hundred and seventy-five.

"WILLIAM M. SMITH. [L. S.]

"Signed, sealed and delivered, in the presence of

"JOHN J. ELY."

And your orator further shows that on or about the eighth day of May then next following, the said Royal L. Wolcott made and executed to Cornelia A. Irons, wife of the said Gilbert H. Irons, a bill of sale, which was filed in the clerk's 20 office of the county of Monmouth, on the eighth day of May, A. D. eighteen hundred and seventy-five, and of which the following is a true copy:

"Know all men by these presents, that I, Royal L. Wolcott, of the city of Brooklyn, in the State of New York, for the consideration of one dollar to me paid by Cornelia A. Irons, wife of Gilbert H. Irons, of the township of Manalapan, in the county of Monmouth, and State of New Jersey, the receipt whereof is hereby acknowledged; and on account of the good will and friendship I have for the said Cornelia A. 30 Irons, have and by these presents do give, grant and sell unto the said Cornelia A. Irons, wife of Gilbert H. Irons, her executors, administrators and assigns, all the goods and chattels, wares and merchandise situate in the store-house of William M. Smith, at Smithburg, in the township of Freehold, in said county and state, and purchased by me of said William M. Smith on the third day of April, A. D. eighteen hundred

and seventy-five, and specified in an absolute bill of sale, made by said William M. Smith to me, bearing date on the said third day of April, A. D. eighteen hundred and seventy-five, and filed in the clerk's office of the county of Monmouth, on the seventh day of April, A. D. eighteen hundred and seventy-five, and numbered 2019, for the consideration of twenty-one hundred dollars therein mentioned; and all the goods and chattels, wares and merchandise in said bill of sale mentioned, as contained, enumerated and inventoried and particularly

10 specified in the bill of sale made by Gilbert H. Irons to said William M. Smith, dated February 25th, A. D. 1875, and filed March 2d, 1875, in said Monmouth county clerk's office, and numbered 1946; and in addition to said goods and chattels, wares and merchandise, all the other goods and chattels, wares and merchandise purchased by me since my purchase of said William M. Smith on the said third day of April, A. D. eighteen hundred and seventy-five, and now remaining undisposed of by retail sales in said store-house at Smithburg, deducting

20 from said goods, wares and merchandise purchased by me of said William M. Smith, on the third day of April, A. D. eighteen hundred and seventy-five, by the bill of sale made by him to me as aforesaid, and deducting also from the goods, wares and merchandise purchased by me and placed in said store-house since the purchase above made by me of William M. Smith on the said third day of April, A. D. eighteen hundred and seventy-five, all and singular the goods and chattels, wares and merchandise sold by me by retail in the regular course of trade during the time I have carried on, or caused to

30 be carried on, the mercantile business at said store-house at Smithburg. It being the intention of this bill of sale to convey to said Cornelia A. Irons, wife of Gilbert H. Irons, all the balance of said goods and chattels, wares and merchandise unsold and undisposed of and now remaining in said store-house at Smithburg.

"In witness whereof, I have hereunto affixed my hand and seal this eighth day of May, A. D. eighteen hundred and seventy-five.

"R. L. WOLCOTT. [L. S.]

"Signed, sealed and delivered in the presence of

40

"JOHN J. ELY."

And your orator further shows that the said goods and chattels, stock and personal property, mentioned in the bill of sale first above set forth, during all the time aforesaid, remained, and still remains, in the said store-house at Smithburg (except such as have been from time to time sold by retail thereout), and that additions of stock to supply the place of such of said goods and stock as have been sold, have been from time to time furnished by means of the proceeds of such sales; and your orator charges that such of the present stock now in said store-house, and claimed to be in the possession of said Cornelia A. Irons, as has been purchased and furnished to said stock since the twenty-fifth day of February, A. D. eighteen hundred and seventy-five, has been purchased with the proceeds of the stock so as aforesaid sold by retail out of said store, and that the present stock of goods in said store and claimed to be owned by the said wife of said Gilbert H. Irons, consists of substantially the same class of goods in quality and kind, and differs little in quantity from the goods in the said store, on the said twenty-fifth day of February, A. D. eighteen hundred and seventy-five.

20

And your orator in further complaining shows unto your Honor, and expressly charges the truth to be, that the said several bills of sale, above set forth, were parts of a plan of the said Gilbert H. Irons by means of which he fraudulently conceals his property from your orator; that in truth the said Cornelia A. Irons holds said goods and property now in said store-house in trust for her said husband, and has no right of property therein as against your orator; that the said consideration paid, or pretended to be paid, by said Wolcott to said Smith, for said bill of sale was, if paid at all, really furnished by said Gilbert H. Irons himself, and that the pretended sale to the said Cornelia A. Irons was really a sale to said Gilbert H. Irons and for his own use and benefit, and was a fraudulent device concocted by said Gilbert H. Irons in order to delude and deceive, and to delay and defraud your orator in the collection of the debt so as aforesaid due to your orator from him the said Irons.

30

And your orator shows that your orator has frequently, and in a friendly manner, applied to the said Gilbert H. Irons and Cornelia A. Irons, William M. Smith and Royal L. Wolcott, 40

and requested them, or one of them, to pay and satisfy the said judgement debt due your orator, and your orator well hoped that the said defendants, or one of them, would have complied with such reasonable requests of your orator, as in justice and equity they ought to have done.

But now, so it is, may it please your Honor, that the said defendants combining and confederating with each other, and divers other persons at present unknown to your orator, but whose names, when discovered, your orator prays may be
10 herein inserted, to injure and aggrieve your orator in the premises not only refuse to comply with such reasonable requests, but they sometimes pretend that the said Cornelia A. Irons paid her own funds and money, and a full and valuable consideration for the said goods and chattels, and is the lawful owner thereof as against your orator, whereas your orator charges the contrary thereof to be true; all of which actings and pretences of the said defendants are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orator; and for as much as your orator is without
20 adequate remedy in the premises, save in this court where matters of this nature are properly cognizable and relievable.

To the end, therefore, that the said Gilbert H. Irons, Cornelia A. Irons, his wife, William M. Smith and Royal L. Wolcott, may, without oath or affirmation, full, true, perfect and distinct answer and discovery make to all and every the matters aforesaid as fully and particularly as if the same were herein again repeated, and they interrogated thereto paragraph by paragraph, and that they may answer the interrogatories addressed to them and each of them respectively, an-
30 nexed to this bill, under oath or affirmation, fully, directly and responsively, confining such answer to the interrogatory proposed; and that they may be compelled to make discovery of all property, money and things in action, belonging to the said Gilbert H. Irons or due to him, or held in trust for him, and that satisfaction of the said sum remaining due your orator on said judgement, may be decreed out of the said goods and chattels, stock in said store house, and personal property now held by the said Cornelia A. Irons, or some other of the said defendants, and that if necessary said stock, goods and chattels may be sold to
40 make such satisfaction; and that an order may be made re-

quiring the said Gilbert H. Irons to appear and make discovery on oath concerning his property and things in action, at a time and place in such order to be specified, and that a receiver *pendente lite* of the property and things in action, belonging or due to or held in trust for said Gilbert H. Irons, may be appointed, and that your orator may have such other and further relief in the premises as may be agreeable to equity and may be adequate and proper.

May it please your Honor, the premises considered, to grant unto your orator the State's writ of subpœna, issuing out and under the seal of this court, to be directed to the said Gilbert H. Irons, Cornelia A. Irons, his wife, William M. Smith and Royal L. Wolcott, 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, &c.; and your orator, as in duty bound, will ever pray, &c.

WM. H. VREDENBURH, 20
Solicitor and of Counsel with Complainant.

State of New Jersey, County of Monmouth, ss.—Jacob B. Rue, of said county and State, being duly sworn according to law, saith, that he is the agent of the said The First National Bank of Freehold, the within named complainant, for the purpose of the collection of the said claim of the said bank against the said Gilbert H. Irons; that deponent is familiar with the matters referred to in the annexed bill, and is acquainted with the contents thereof, and believes said contents are true.

J. B. RUE, 30
President.

Sworn and subscribed before me this 17th day of August,
A. D. 1876.

H. H. WAINRIGHT,
Notary Public for New Jersey.

INTERROGATORIES ADDRESSED TO GILBERT H. IRONS.

What consideration did you receive for your transfer of those three notes, of \$600 each, to Charles Allen; state particulars, and state fully?

Had you ever seen the oil land before you got conveyances of it from Allen?

Did you not, after the transfer of these three notes by you to Allen, and the transfer of them by Allen to Wolcott, return, or pay back, or secure in some way to said Wolcott the
10 amount of money, notes, or consideration, or some part thereof, given by Wolcott to Allen for the notes?

Did you not go through a ceremony of receiving from Allen a consideration for these three notes as a matter of form only, in order to deceive creditors, and so that you might swear you got a consideration for them?

Was no part of any consideration paid by Wolcott to Allen for said three notes returned or secured by you to Wolcott, directly or indirectly?

Was such consideration, or any portion of it, really your
20 own funds, property, or money, placed or being in said Wolcott's hands, or held in trust by him to your credit?

Did he not use your money, property, or proceeds thereof, to pay the consideration for said bill of sale to him or to pay some portion thereof?

Had you not previously secured Wolcott in some way or extent for his advancements to Allen for the transfer of the notes?

INTERROGATORIES ADDRESSED TO ROYAL L. WOLCOTT.

Did you pay any consideration for the transfer to you of
30 the three notes of hand given up by you to William M. Smith, and if yea, then state what in detail, and where you procured such property, funds, or money, as you so paid, and whose it was, and from what source or sources you got it, and whether it was not the property of Gilbert H. Irons, and if not, then whether he or some one for him did not repay or re-deliver to you, directly or indirectly, the said consideration, or some part thereof?

Have you ever before, or since in your life, made a present of \$2,100 to a person not connected with you by any family tie?

What was you worth, in property, in May, 1875? What property had you? Where situated? How much real and how much personal? In the answer give its location particularly, and its kind in detail, so that it can be identified?

Was the \$300 balance over the notes your own money, or G. H. Irons'? And if your own, has he not returned it to you, or secured you, or re-paid you in some way, or some portion of it? 10

Did you not suggest to Irons this mode of surrendering Smith's notes to him, and taking a bill of sale to yourself, and then executing bill of sale to his wife, as a mode to keep off creditors, or to protect the property against the demands of creditors of said Irons?

Had not you and Irons some conversation upon this subject prior to your executing bill of sale to his wife, and if so, what conversation had you about it?

TO GILBERT H. IRONS, DEFENDANT.

20

What has become of, and what have you done with, the money, notes, (and the proceeds thereof,) of all your personal property claimed to have been sold to William M. Smith, in February, 1875?

To what person or persons, and by what checks or mode, and for what purpose or purposes, at what times and dates, and in whose presence, did you pay away or transfer said proceeds or money?

What are the names and residences of each of the persons to whom you have paid such money or proceeds, and what 30 have you received in return therefor, and what evidences of debt have you at any time held, or do you hold therefor against any person?

Have you not at any time given your note, or other evidence of debt to R. L. Wolcott, for the \$2,100 claimed to have been advanced by him for your wife, or for some part of said \$2,100?

Order Appointing Receiver.

[Filed September 2, 1876.]

Application having been made to the court for the appointment of a receiver in this cause, and the matter now coming on to be heard in the presence of Wm. H. Vredenburg, solicitor for the complainant, and of John J. Ely, Esq., solicitor for and of counsel with the said defendants, and the examination of witnesses upon this application, together with the proofs, having been certified by Charles A. Bennet, master, to this court, and the court having heard the arguments of the respective
10 counsel and duly considered the same, and it appearing to the court a proper case for the appointment of a receiver, *pendente lite*, of the property and things in action belonging or due to, or held in trust for the said debtor, Gilbert H. Irons, it is on this second day of September, A. D. eighteen hundred and seventy-six, ordered that John Naife, Esq., of the said county of Monmouth, be and he is hereby appointed a receiver in this cause, with authority to possess, receive and in his own
20 name, as such receiver, sue for such property or things in action belonging or due to, or held in trust for said Gilbert H. Irons, (except when such trust has been created by, or the fund so held in trust has proceeded from some person other than the said Gilbert H. Irons himself, and except such property as is now reserved by law). And it is further ordered, that said Gilbert H. Irons convey to and deliver to said receiver all such property aforesaid, and rights in action and the evidence thereof, and that said receiver take full possession of the goods, chattels and personal property, being the stock and fixtures of the grocery and retail dry goods store, in
30 Smithburg, in the said county of Monmouth, now claimed to be owned by the defendant, Cornelia A. Irons. And it is further ordered, that said receiver sell, in the usual way, for cash, all such goods as are perishable and liable to become wasted, and pay the proceeds thereof into this court. And it is ordered, that said receiver shall in all respects be subject to the authority of this court, in accordance with the practice

of this court, and that said receiver, before entering upon the duties of his office, do give bonds as such receiver to the Chancellor, with such surety or sureties and in such sum as shall be fixed and approved by Charles A. Bennet, Esq., one of the special masters of this court.

THEODORE RUNYON, C.

Amendments to Bill.

[Filed September 5, 1876.]

And your orator further shows unto your Honor and charges that the said Gilbert H. Irons did, on or about the twenty- 10
fifth day of February, A. D. eighteen hundred and seventy-five, contriving the act in fraud and with the intent to hinder, delay, defeat and defraud your orator, his creditor, of their and its said lawful action, debt and demand against him, grant, sell, convey and alienate to the said William M. Smith as well the said store goods mentioned in the first named bill of sale set forth in said original bill as all the personal property of him, the said Irons, situate near to, around and about the said store-house at Smithburg; consisting of twelve thousand nine hundred and eight-three bushels of marl; 20
one pair of black horses; one small carriage; one farm wagon; one jagger wagon; one sulky; one box spring wagon; one lot of boards (twenty thousand feet); one red cow; one set of single harness; one set of double harness and one set of draft harness: which said articles and personal property, store goods and chattels, were of the value of forty-five hundred dollars.

And your orator further shows that the said several grants, sales, conveyances and alienations, and each of them, were not *bona fide* nor made for adequate, sufficient or good considerations, but were made for inadequate, feigned and fraudu- 30
lent considerations, and with intent to hinder, delay and defraud your orator in the premises.

To the end, therefore, that the said pretended sales, conveyances and alienations, and each and all of them may be de-

creed and declared utterly void, and of no effect, and may be set aside; and that your orator may have such other relief in the premises as the nature of the case may require, and as to your Honor shall seem meet, &c., and your orator as in duty bound will ever pray, &c.

WM. H. VREDENBURGH,
Solicitor for and of Counsel with Complainant.

State of New Jersey, Monmouth County, ss.—Jacob B. Rue, being duly sworn on his oath, saith that he is the president of and agent for the above named complainant in the matter of the above suit; that he is acquainted with the contents of the annexed amendment and believes said contents are true.

J. B. RUE.

Sworn and subscribed this 4th day of September, A. D. 1876,
before me.

H. H. WAINRIGHT,
Notary Public for New Jersey.

Answer.

[Filed October 20, 1876.]

20 The joint and several answer of Gilbert H. Irons, Cornelia A. Irons, his wife, William M. Smith, and Royal L. Wolcott, the defendants, to the bill of complaint of The First National Bank of Freehold, complainant.

30 These defendants, now and at all times hereafter, saving and reserving to themselves all and all manner of benefit and advantage of exception that can and may be had and taken to the many errors, uncertainties, insufficiencies, and other imperfections in the said complainant's bill of complaint contained, for answer thereunto, or so much thereof as these defendants are advised is in anywise material or necessary for them to make answer unto, the said Gilbert H. Irons, Cornelia A. Irons, his wife, William M. Smith, and Royal L. Wolcott, severally answer and say, that they admit that the complainant did, on the twenty-ninth day of November, A. D. eigh-

teen hundred and seventy-five, in the Supreme Court of the State of New Jersey, recover a judgment for the sum of nine hundred and twelve dollars and fifty-five cents against said Gilbert H. Irons, one of the said defendants, and did cause to be issued thereon a writ of *feri facias de bonis et terris* directed to the sheriff of the county of Monmouth aforesaid, which writ, having been first duly recorded, was delivered to the said sheriff to be executed, on or about the thirtieth day of November, A. D. eighteen hundred and seventy-five; that said sheriff returned said writ unsatisfied, and that there is still 10
due on said execution the whole amount of said judgment, besides interest, as in said complainant's bill mentioned and set forth.

And these defendants, in further answering, say, that they have been informed and believe it to be true, that the said judgment debt was for money loaned by the said complainant to the said Gilbert H. Irons, prior to and at the thirteenth day of February, A. D. eighteen hundred and seventy-five.

And these defendants, in further answering, deny that on the twenty-fifth day of February, A. D. eighteen hundred and 20
seventy-five, but admit that on the twenty-third day of February, A. D. eighteen hundred and seventy-five, the said Gilbert H. Irons did sell and convey to the said William M. Smith the following personal property, to wit: twelve thousand nine hundred and eighty-three bushels of marl, one pair of black horses, one small carriage, one farm-wagon, one jagger-wagon, one sulky, one box spring-wagon, one lot of boards, (twenty thousand feet,) one red cow, one set of single harness, one set of double harness, and one set of draught harness, but these defendants deny that the said articles 30
above mentioned were sold simultaneous with the store goods in said bill of complaint mentioned, and that at the time of the sale of said articles above mentioned the said Gilbert H. Irons had any intention of selling, and the said William M. Smith any intention of buying said store goods. And these defendants, in further answering, deny that the sale of the articles above mentioned, or of any of them, was not *bona fide*, and was not for an adequate or good consideration, but charge that the sale was for a *bona fide*, adequate, and good consideration, and was not for feigned and fraudulent con- 40

sideration. And these defendants, in further answering, deny that the said sale was made with intent to hinder and defraud the complainant, and charge that it was made to help the complainant and other creditors, and that of the nineteen hundred and sixty-five dollars and fifty cents paid by said William M. Smith to the said Gilbert H. Irons for said articles above mentioned, the said complainants received and appropriated to their own use the sum of twelve hundred dollars, that the balance of seven hundred and sixty-five dollars and
 10 fifty cents was paid to other creditors.

And these defendants, in further answering, admit that said Gilbert H. Irons, on the twenty-fifth day of February, A. D. eighteen hundred and seventy-five, for the consideration of eighteen hundred dollars, to him paid by said William M. Smith, by his giving to said Irons three notes, first note dated February twenty-fifth, eighteen hundred and seventy-five, for six hundred dollars, payable in three months after date; second
 20 note dated February twenty-fifth, eighteen hundred and seventy-five, for six hundred dollars, payable in six months after date; third note dated February twenty-fifth, eighteen hundred and seventy-five, for six hundred dollars, payable in
 20 nine months after date, executed to said William M. Smith an absolute bill of sale for the goods and chattels situated in the store-house of William M. Smith, at Smithburg, particularly inventoried with the prices affixed thereto, as in said bill of sale mentioned, and as in the complainant's bill of complaint set forth, and that the said bill of sale was filed in the clerk's office of the county of Monmouth, on the second day of
 30 March, A. D. eighteen hundred and seventy-five, as in said bill of complaint mentioned.

And these defendants, in further answering, admit that the said William M. Smith did, on the third day of April, A. D. eighteen hundred and seventy-five, execute to Royal L. Wolcott a bill of sale, of which the following is a copy:

"Know all men by these presents, that I, William M. Smith, of the township of Freehold, in the county of Monmouth, and State of New Jersey, for the consideration of two thousand and one hundred dollars, to me paid by Royal L. Wolcott, of the city of Brooklyn, in the State of New York,

the receipt whereof is hereby acknowledged, have and by these presents do give, grant and sell unto the said Royal L. Wolcott, his executors, administrators and assigns, all the goods and chattels situate in the store-house of said William M. Smith, at Smithburg, being the same goods and chattels or whatever remains of the same goods and chattels after the sale for cash at retail, made by the said William M. Smith, thereof, since the twenty-fifth day of February, as last past, contained, and particularly specified, enumerated and inventoried in the bill of sale made by Gilbert H. Irons to said William M. Smith, dated February twenty-fifth, A. D. eighteen hundred and seventy-five, and filed March second, eighteen hundred and seventy-five, in the clerk's office of the county of Monmouth, and numbered 1946, and in addition thereto, all the goods and chattels purchased by said William M. Smith, since the said twenty-fifth of February, A. D. eighteen hundred and seventy-five, to replenish and add to the original stock, not heretofore sold, but now on hand, the whole of said stock being now worth, according to the estimate fixed thereupon by the parties hereto, three hundred dollars more than the original stock at the time of the sale by said Irons to said Smith, to wit, the said sum of twenty-one hundred dollars. To have and to hold the said goods and chattels unto the said Royal L. Wolcott, his executors, administrators and assigns, to his and their use forever. And I, the said William M. Smith, do hereby covenant, and agree to and with the said Royal L. Wolcott, that I am the true and lawful owner of the said goods and chattels, and have full power to sell and dispose of the same. Witness my hand and seal, this third day of April, A. D. eighteen hundred and seventy-five.

“WILLIAM M. SMITH. [L. S.]”

“Signed, sealed and delivered in the presence of

“JOHN J. ELY.”

And that said bill of sale was filed in the Monmouth county clerk's office, on the seventh day of April, A. D. eighteen hundred and seventy-five, as in complainant's bill set forth.

And these defendants, in further answering, admit that said Royal L. Wolcott, on the eighth day of May, A. D. eighteen

hundred and seventy-five, executed to Cornelia A. Irons a bill of sale, of which the following is a copy :

“ Know all men by these presents, that I, Royal L. Wolcott, of the city of Brooklyn, in the State of New York, for the consideration of one dollar to me paid by Cornelia A. Irons, wife of Gilbert H. Irons, of the township of Manalapan, in the county of Monmouth, and State of New Jersey, the receipt whereof is hereby acknowledged, and on account of the good will and friendship I have for the said Cornelia A. Irons,
10 have and by these presents do give, grant and sell unto the said Cornelia A. Irons, wife of Gilbert H. Irons, her executors, administrators and assigns, all the goods and chattels, wares and merchandise situate in the store-house of William M. Smith, at Smithburg, in the township of Freehold, in said county and state, and purchased by me of said William M. Smith, on the third day of April, A. D. eighteen hundred and seventy-five, and specified in an absolute bill of sale made by said William M. Smith to me, bearing date on the said third day of April, A. D. eighteen hundred and seventy-five, and filed
20 in the clerk’s office of the county of Monmouth, on the seventh day of April, A. D. eighteen hundred and seventy-five, and numbered 2019, for the consideration of twenty-one hundred dollars therein mentioned ; and all the goods and chattels, wares and merchandise in said bill of sale mentioned, as contained, enumerated and inventoried and particularly specified in the bill of sale made by Gilbert H. Irons to said William M. Smith, dated February 25th, A. D. 1875, and filed March 2d, 1875, in said Monmouth county clerk’s office, and numbered 1946 ; and in addition to said goods and chattels, wares
30 and merchandise, all the other goods and chattels, wares and merchandise purchased by me since my purchase of said William M. Smith, on the said third day of April, A. D. eighteen hundred and seventy-five, and now remaining undisposed of by retail sales in said store-house, at Smithburg, deducting from said goods, wares and merchandise purchased by me of said William M. Smith, on the third day of April, A. D. eighteen hundred and seventy-five, by the bill of sale made by him to me as aforesaid ; and deducting also from the goods, wares and merchandise purchased by me and placed in said store-

house since the purchase above made by me of William M. Smith, on the said third day of April, A. D. eighteen hundred and seventy-five, all and singular the goods and chattels, wares and merchandise sold by me by retail in the regular course of trade during the time I have carried on, or caused to be carried on, the mercantile business at said store-house, at Smithburg. It being the intention of this bill of sale to convey to said Cornelia A. Irons, wife of Gilbert H. Irons, all the balance of said goods and chattels, wares and merchandise unsold and undisposed of and now remaining in said store-house, at Smithburg. 10

"In witness whereof, I have hereunto affixed my hand and seal this eighth day of May, A. D. eighteen hundred and seventy-five.

"R. L. WOLCOTT. [L. S]

"Signed, sealed and delivered in the presence of

. "JOHN J. ELY."

And that said bill of sale was filed in the Monmouth county clerk's office, on the eighth day of May, A. D. eighteen hundred and seventy-five, as in complainant's bill of complaint set forth. 20

And these defendants furthering answering admit that the said goods and chattels, stock and personal property mentioned in the bill of sale first set forth, have from the date thereof up to the time of the filing of the complainant's bill of complaint, remained in said store, except such as have been from time to time sold by retail thereout; that the proceeds of the retail sales have been used to replenish said stock; and that the stock now on hand is substantially the same in kind and quality, and differs little in quantity from the stock in said store at the date of said bill of sale first set forth, as in complainant's bill mentioned; but these defendants deny that the whole of said original stock of goods in said store at the date of said bill of sale first set forth, diminished as aforesaid, by retail sales, has been replenished by the proceeds of said retail sales, but charge that the said William M. Smith, during the time he owned said store goods, furnished the sum of three hundred dollars of his own money, independent of the 30

proceeds of the retail sales, wherewith to replenish said stock; and that that three hundred dollars' worth makes the difference in the price of the sale of said goods, in the bill of sale first set forth, and in the bill of sale secondly set forth, aforesaid.

And these defendants deny that the said several bills of sale above set forth, were parts of a plan of the said Gilbert H. Irons by means of which he fraudulently conceals his property from the complainant.

- 10 And these defendants, in further answering, deny that the said Cornelia A. Irons holds said goods and property, now in said store-house, in trust for her husband, and that she has no right of property therein as against the complainant. And they deny that said consideration, paid by said Wolcott to said Smith for said bill of sale, was furnished by said Gilbert H. Irons, and that said sale to said Cornelia A. Irons was really a sale to said Gilbert H. Irons, and for his own use and benefit, and was a fraudulent device concocted by said Gilbert H. Irons to delude and deceive and to delay and defraud the
- 20 complainant in the collection of the debt due to the complainant from the said Irons.

- And these defendants, in further answering, say that the said sale by the said Gilbert H. Irons to the said William M. Smith, on the twenty-fifth day of February, A. D. eighteen hundred and seventy-five, of the said store goods, by the bill of sale first set forth in the complainant's bill of complaint, was *bona fide* and for an adequate consideration, and that the said store goods from the date of said bill of sale to the third day of April, A. D. eighteen hundred and seventy-five, were
- 30 exclusively and solely the property of said William M. Smith, and that during the said time the said Gilbert H. Irons did not have any interest, directly or indirectly, in said store goods or any part thereof.

- And these defendants, in further answering, say that the said sale by the said William M. Smith to the said Royal L. Wolcott, on the third day of April, A. D. eighteen hundred and seventy-five, of the said store goods, purchased by him on the twenty-fifth of February, A. D. eighteen hundred and seventy-five, and of the three hundred dollars' worth of other
- 40 goods added to said store goods by said William M. Smith

by bill of sale dated April third, A. D. eighteen hundred and seventy-five, herein before particularly set forth, was *bona fide* and for an adequate consideration, and that the said store goods from the date of said last-mentioned bill of sale to the eighth day of May, A. D. eighteen hundred and seventy-five, were exclusively and solely the property of the said Royal L. Wolcott, and that during said time the said Gilbert H. Irons did not own, directly or indirectly, said goods or any part thereof.

And these defendants, in further answering, say that the said Royal L. Wolcott by bill of sale dated the eighth day of May, A. D. eighteen hundred and seventy-five, out of pure good will and friendship, as specified in said bill of sale herein before set forth, gave the said store goods to the said Cornelia A. Irons; that said Cornelia A. Irons, since the date of the last-mentioned bill of sale, has been the sole and exclusive owner of said store goods, and that said Gilbert H. Irons did not, at the time of the filing of the complainant's bill of complaint, does not now, and has not since his sale to William M. Smith, on the twenty-fifth day of February, A. D. eighteen hundred and seventy five, owned said goods or any part thereof; that said goods have not since said twenty-fifth day of February, A. D. eighteen hundred and seventy-five, been held in trust by either the said William M. Smith, Royal L. Wolcott or Cornelia A. Irons, for the benefit of said Gilbert H. Irons, and that said Gilbert H. Irons since said last-mentioned date, has not had, and has not now, any interest in said goods, directly or indirectly. 20

And these defendants, in further answering, say that the said Royal L. Wolcott purchased the said store goods of William M. Smith, on the third day of April, A. D. eighteen hundred and seventy-five, mentioned in the second bill of sale herein before set forth, with his own funds or money exclusively, and that the said Gilbert H. Irons, did not before, and has not since said purchase of said store goods by said Wolcott, paid to said Wolcott, directly or indirectly, any money to recompense him for the moneys used by him in said purchase. 30

And these defendants, in further answering, say that the said Royal L. Wolcott has for many years past been an intimate friend of the said Gilbert H. Irons and Cornelia A. Irons; 40

- that the said Gilbert H. Irons formerly acted as the agent of said Royal L. Wolcott in selling pain paint, a liniment manufactured by said Wolcott; that the said Gilbert H. Irons and Cornelia A. Irons named their first child after said Royal L. Wolcott, and in many other respects gave evidence of their friendship for him; that on or about the third day of April, A. D. eighteen hundred and seventy-six, the said Royal L. Wolcott visited the said Gilbert H. Irons and Cornelia A. Irons, at their residence at Smithburg; that he found Gilbert H.
- 10 Irons had sold out his store goods, and had no means of employment, and that he had a wife and five children to support; that he found Cornelia A. Irons very sick—confined to her bed; that he believed that worryment over her husband's misfortunes in business rendered her worse, and that, out of the kindness of his heart, and his affection for the said Cornelia A. Irons and Gilbert H. Irons, he then determined to buy, and did buy, with his own funds exclusively, the store goods of the said William M. Smith; that he then for one month run the store in his own name, and immediately gave Gilbert H.
- 20 Irons employment as his clerk in the carrying on the business of said store, and that he did not immediately give the said store goods to the said Cornelia A. Irons on his purchase of the same from the said William M. Smith, because at that time he was doubtful whether she would ever get well, and he did not desire his money, in case of her death, to go to the creditors of Gilbert H. Irons, and that he took the advice of counsel in that regard, and that when he became satisfied that said Cornelia A. Irons would recover he made her a present of said store goods, by the bill of sale thirdly above
- 30 set forth.

And these defendants, in further answering, say that the said Cornelia A. Irons, at the time of the filing of the complainant's bill of complaint was, and is now, and has been since the eighth day of May, A. D. eighteen hundred and seventy-five the *bona fide*, sole and exclusive owner of said goods, and of every part of the same.

And these defendants, in further answering, deny all unlawful combination and confederacy in said bill charged, and also deny that there is any other matter or thing material for

40 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.

All which matters and things these defendants are ready to maintain, aver, and prove, as this honorable court shall direct.

JOHN J. ELY,
Solicitor for and of Counsel with Defendants.

[A replication, in the usual form, to the above answer, was filed November 8th, 1876.]

10

ANSWERS TO INTERROGATORIES PROPOSED TO GILBERT H. IRONS.

Q. What consideration did you receive for your transfer of those three notes of \$600 each to Charles Allen; state particulars and state fully?

A. I received of Charles Allen for my transfer to him of those three notes, of \$600 each, a tract of land situate in the county of Bradford, in the State of Pennsylvania, containing about fifty-three acres, which was represented to me to have a dwelling-house on; Mr. Allen wanted more than the three notes for it; he wanted \$2,500 for it; I told him the three notes was all I had to pay with; he finally said he was getting old and had a plenty of land without that, and I could have it for the three notes; I endorsed and delivered to him the notes, and he executed to me a deed for the land.

Q. Had you ever seen the oil land before you got conveyance of it from Allen?

A. I had not seen the land; I did not know it was oil land; he said it was in the oil regions; I trusted entirely to his representations; he said the land had been represented to him to be valuable, and he thought I could do well out there.

30

Q. Did you not, after the transfer of these three notes by you to Allen and the transfer of them by Allen to Wolcott, return or pay back or secure in some way to said Wolcott the amount of money, notes or consideration, or some part thereof, given by Wolcott to Allen for the notes?

A. After the transfer of the notes by me to Allen I had no property except the \$200 the law allows me, but the land I got in exchange for the notes; this land, in September, 1875, I sold back again to Allen for notes which he had bought up against me and a note which he had endorsed for me; I did not, after the said transfer of the notes by me to Allen or by Allen to Wolcott, return or pay back or secure in any way to said Wolcott the amount of money, notes or consideration, or any part thereof, given by Wolcott to Allen for the notes.

10 Q. Did you not go through a ceremony of receiving from Allen a consideration for these three notes as a matter of form only, in order to deceive creditors, and so that you might swear you got a consideration for them?

A. No, sir; at the time I bought the land of Allen for these notes I had no employment; I had sold out all my interest in the store goods, and I desired to seek some place to put my family; I consider even yet that the land was worth what I gave for it.

20 Q. Was no part of any consideration paid by Wolcott to Allen for said three notes returned or secured by you to Wolcott directly or indirectly?

A. No, sir; there was no part of the consideration paid by Wolcott to Allen for said three notes returned or secured by me to Wolcott, directly or indirectly, in any way, shape or fashion.

Q. Was such consideration or any portion of it really your own funds, property or money placed or being in said Wolcott's hands or held in trust by him to your credit?

30 A. No, sir; I had no property at that time over and above what the law allows me, except the tract of land I got of Charles Allen; Charles Allen had the \$1,800 worth of notes I received of Wm. M. Smith for the store goods; the \$1,965.56 I received of Wm. M. Smith for the articles outside of the store goods sold to him February 23d, 1875, had been used to pay my debts; the First National Bank of Freehold, the complainant, got \$1,200 of it, being Smith's note to me; Smith paid out of it, at my request, a note of \$200 which John Jefferson held against me, and a note \$174.25 which Schanck Strickland held against me; the balance of about \$391 was used up

to pay my debts with, a small part being consumed in my family; I had no property to put into his hands.

Q. Did he not use your money, property or proceeds thereof to pay the consideration for said bill of sale to him or to pay some portion thereof?

A. No; he used none of my money, property or proceeds thereof for said purpose; he used his own money; he had been a very intimate friend of mine for fifteen years; he had employed me for a large part of the time to sell patent medicines; after my marriage, about ten years ago, our friendship continued; I named my first child after him; our families were very intimate, and he coming over to my house, and finding me without employment, my wife sick, and nothing being earned to support myself, wife and four children, said he would help us, and did by buying the store goods with his own money, and making my wife a present of them. 10

Q. Had you not previously secured Wolcott in some way or extent for his advancements to Allen for the transfer of the notes?

A. I had not previously secured to Wolcott, in any way or extent, for the transfer of the notes; I had no property except as above mentioned. 20

GILBERT H. IRONS.

Sworn and subscribed before me, this third day of October,
A. D. 1876.

WM. SEGOINE, *M. C.*

ANSWERS TO INTERROGATORIES PROPOSED TO ROYAL L. WOLCOTT.

Q. Did you pay any consideration for the transfer to you of the three notes of hand given up by you to William M. Smith, and if you did, then state what in detail, and where you procured such property, funds, or money, as you so paid and whose it was, and from what source or sources you got it, and whether it was not the property of Gilbert H. Irons; and if not, then whether he, or some one for him, did not repay or 30

re-deliver to you directly or indirectly, the said consideration or some part thereof?

A. I paid for the transfer to me by Allen, of the three notes of hand given up by me to William M. Smith, the sum of seventeen hundred dollars; we calculated the discount on the notes, and Allen wanted the whole of the money the notes called for, minus the discount; but he finally consented to take even seventeen hundred dollars; I paid him three hundred dollars in cash, and gave him my note payable on demand for
 10 fourteen hundred dollars; a few weeks after he came to New York and I took up the note and paid him fourteen hundred dollars in cash; I paid him at the International Hotel, opposite the general post-office; I keep my money deposits in the National Park Bank; I was about making a deposit in the bank when I met Allen; I had not enough money, which I was about to deposit, to pay him with, and Allen went to the bank with me and I drew out enough balance to make up the said sum of fourteen hundred dollars; then Allen and I went
 20 to the said International Hotel to get dinner, where I paid to him the said sum of fourteen hundred dollars; the said money was solely and exclusively my own; it was money made out of my regular business; Gilbert H. Irons did not own one dollar or one cent of it, and he did not re-pay or re-deliver to me the said money, or consideration, or any part thereof, directly or indirectly.

Q. Have you ever before, or since, in your life, made a present of twenty-one hundred dollars to a person not connected with you by any family tie?

A. I have given away to my relatives considerable sums of
 30 money from to time, but I have never made to any other person not connected with me by any family tie, a present of twenty-one hundred dollars, for the reason that I have no other friend so dear to me as Gilbert H. Irons and his wife, whom I have had occasion to help; I have known Gilbert H. Irons for about fifteen years; he was formerly one of my chief agents in selling pain paint and Wolcott's catarrh annihilator; he worked hard for me, and was very successful; he was my agent for the whole State of New Jersey; I became much attached to him; advised him to get married; he married about
 40 ten years ago; ever since then his family and mine have been

intimate ; he named his first child after me, and in April, 1875, finding him out of employment, his wife sick, and a family of four children to support, I determined to help the family by making the wife a present of the said store goods ; and, for that purpose, I purchased them of William M. Smith ; and Mrs. Irons being then sick, I ran the store in my name for a month, giving Gilbert H. Irons employment as my clerk, and on the eighth of May, 1875, made her a present of them absolutely.

Q. What was you worth in property, in May, 1875 ; what 10 property had you ; where situated ; how much real and how much personal ; in the answer give its location particularly ; its kind in detail, so that it can be identified ?

A. I own a brown stone house, where I reside, corner of Hoyt and Dean streets, Brooklyn, for which I paid in cash \$12,500, and upon which I have made expensive improvements ; and which was in May, 1875, and is still worth \$18,000 ; I own nine acres of land in Ridgewood, New Jersey, which cost me \$1,000 per acre ; there is not one dollar of mortgage against any of the above real estate ; the bulk of 20 my property is personal property ; I would not take \$50,000 for my personal property ; my net income, over and above all expenses from the sale of my pain paint and catarrh annihilator, exceeds \$10,000 per year ; I do not owe any debts ; for my pecuniary responsibility, I refer you to John F. Henry & Co., New York City ; also S. M. Pettengill & Co., advertising agents ; or to any leading druggist of New York ; and you may consult the mercantile register.

Q. Was the \$300 balance over the notes your own money or G. H. Irons' ; and if your own, has he not returned it to 30 you, or secured you, or repaid you in some way, or some portion of it ?

A. The \$300 balance over the notes was my own money ; Gilbert H. Irons did not own a dollar of it, and he has not returned it to me, or secured me in any way for any portion of it ; I had \$600 with me when I went to Smithburg in April, 1875 ; I paid Smith \$300 of it, and Allen \$300 of it.

Q. Did you not suggest to Irons this mode of surrendering Smith's notes to him, and taking a bill of sale to yourself, and then executing bill of sale to his wife, as a mode to keep off 40

creditors or to protect the property against the demands of creditors of said Irons?

A. No, sir; I wanted to buy the property directly of Smith, but I only had \$600 in cash with me; I offered him this \$600 and my note for the balance, but he refused to take my note, on the ground that I was a stranger to him; I bought the property *bona fide*, with Smith's notes, as above stated, and \$300 in cash; I had nothing to do with the creditors and did not take them into consideration; I desired to help the Irons
10 family in such a way that what I gave them they might have to make a living on, and that Gilbert H. Irons' creditors could not touch it; for that reason I made the present to Cornelia A. Irons.

Q. Had not you and Irons some conversation upon this subject, prior to your executing bill of sale to his wife; and if so, what conversation had you about it?

A. Prior to execution of bill of sale to Cornelia A. Irons, and prior to my purchase of Smith, I had a conversation with Irons to this effect: he told me he had sold out his business
20 to Smith; that his horses, wagons, harness and store goods were all gone, and that he had no employment; he desired me to employ him as a traveling agent; I said to him, your wife is very sick; you have four young children who need looking after, and your health is not fit to enable you to travel as an agent; I think store keeping is the best business for you, and you ought to have some business whereby you could remain with as well as support your family; he said he had no means to buy goods to carry on the store business with; that he had traded the notes he got of Smith to Allen for some land
30 in Pennsylvania; I told him he had made a mistake; that in the past he had worked hard for me; that I always had been much attached to him, and that I thought his business troubles was killing his wife; that she had always been very kind to me during my numerous vacations and other visits to them; and that having been very successful myself for a few years past in making money, I would buy the store goods back again of Smith, and would employ him as my clerk, until his wife got better; and when I was satisfied she would recover, I would make her a present of them; and I did so as above
40 stated; out of the kindness of my heart, and my sympathy

and pity for G. H. Irons and his family in their poverty and sickness, I purchased the said store goods of Smith with my own money, and afterwards made Mrs. Irons a present of them, absolutely; and I have never received one cent of the said money back again, directly or indirectly.

R. L. WOLCOTT.

Sworn and subscribed before me, this 9th day of October,
A. D. 1876.

WM. H. CONOVER, JR., M. C.

Final Decree.

10

[Filed March 13, 1877.]

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 William H. Vredenburg, of counsel with the complainant, and John J. Ely and Joel Parker, of counsel with the defendants, 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 thirteenth day of March, in the year 20 A. D. eighteen hundred and seventy-seven, it appearing to the Chancellor that the complainant is not entitled to the relief sought and prayed for by him in his said bill of complaint, it is ordered, adjudged, and decreed, that the complainant's bill be and the same is hereby dismissed, with costs.

THEODORE RUNYON, C.

Appeal.

[Filed March 13, 1877.]

The complainant hereby appeals from the final decree made in this court in the above stated cause, to the Court of Appeals in the last resort in all causes of law.

W. H. VREDENBURGH,
Solicitor and of Counsel with Complainant.

I conceive there is good cause for appeal in the above stated cause.

10

W. H. VREDENBURGH,
Of Counsel with Complainant.

Petition of Appeal.

[Filed March 14, 1877.]

To the honorable the Court of Appeals in the last resort in all causes of law: The humble petition of The First National Bank of Freehold, the appellant in the above stated cause, respectfully shows, that your petitioner finds himself aggrieved by a final decree made in the Court of Chancery by his Honor Theodore Runyon, Chancellor of New Jersey, bearing date the — day of March, instant, wherein the said petitioner was complainant, and the said Gilbert H. Irons and others were defendants in this respect, to wit: that the said decree adjudges that the complainant's said bill be dismissed with costs; and your petitioner, humbly appeals from that part of the said decree of the Chancellor which decrees as aforesaid, upon the ground that the same is erroneous, and for that the said bill should not have been dismissed, but should have been sustained, and a decree made in accordance with the prayer thereof. Your petitioner therefore prays

that the said decree of the said Chancellor may be reversed, set aside, and for nothing holden, and that your petitioner may have such relief in the premises as to this honorable Court shall seem meet.

W. H. VREDENBURGH,
Solicitor of and of Counsel with Appellant.

Answer to Petition of Appeal.

[Filed April 17, 1877.]

The answer of Cornelia A. Irons, William M. Smith and Dr. Royal L. Wolcott, to the petition of appeal of the First 10 National Bank of Freehold.

These respondents not confessing or acknowledging all or any of the matters or things to be true, as in and by the petition of appeal are mentioned and alleged, for answer thereunto, say the said final decree is not erroneous in that it adjudges that the complainant's bill be dismissed, with costs, and they pray that the court here may proceed to examine the final decree and matters aforesaid, and that the final decree aforesaid, in manner aforesaid given, may in all things be affirmed.

JOHN J. ELY, 20
Solicitor and of counsel with respondents.

IN CHANCERY OF NEW JERSEY
IN CHANCERY OF NEW JERSEY

And the said court do hereby order that the said account be reviewed and the said parties be notified to appear before the court on the said day to answer to the said account and to the said order.

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And the said court do hereby order that the said parties be notified to appear before the court on the said day to answer to the said account and to the said order.

Opinion.

[Filed March 6, 1877.]

Creditors' bill. On final hearing on pleadings and proofs.

Mr. W. H. Vredenburgh, for complainants.

Mr. J. J. Ely and *Mr. Joel Parker*, for defendants.

THE CHANCELLOR. The complainants, on the 29th of November, 1875, recovered a judgment against the defendant, Gilbert H. Irons, in the Supreme Court of this state, for \$912.55, in an action of *assumpsit*. They subsequently issued execution thereon against the defendants' goods and lands, 10 which was returned wholly unsatisfied. They thereupon filed their bill of complaint against him and his wife, and William M. Smith and Royal L. Wolcott, to subject to the payment of their judgment certain goods and chattels, which, they allege, belong to Irons, but which, at the filing of the bill, were in the hands of his wife, or of the other defendants, or one of them. The complainants' debt was contracted by Irons between the 8th of December, 1874, and the 13th of February following, and was for money lent by them to him in discounting notes for him, in the regular course of their banking 20 business. Irons then was the keeper of a country store at Smithburgh, a village in the county of Monmouth. His store was in a building owned by the defendant Smith, whose tenant he was, and had been since April 1st, 1874. On the 23d of February, 1875, Irons sold to Smith what is called, in the testimony, his "outside property," consisting of two horses, a small carriage, three wagons, a sulky, two sets of single harness and a set of double harness, a cow, a lot of marl (12,983 bushels), and a lot of pine boards, for the consideration of \$1965.56. Two days afterwards, he sold to 30 Smith his entire stock of goods and his store fixtures, for \$1800. Smith, from that time, carried on the business of the store himself, until the 3d of April following, when he sold

the goods then in the store, and the fixtures, to the defendant Wolcott, for \$2100. The latter carried on the business, employing Irons as his clerk, until the 8th of May following, when he transferred the stock and fixtures to Irons' wife, and the business has since then been carried on in her name, by her husband. The complainants insist that both of the transfers made to Smith were fraudulent, and designed to protect the property from the creditors of Irons, who was then insolvent. It appears that Irons was, indeed, indebted to a very considerable amount, at that time, much beyond his ability to pay. Judgments, to the amount of \$1747, were subsequently recovered against him, for debts then existing, including that of the complainants. But while it is true that such was the condition of Irons' affairs, it does not appear that Smith was in any wise aware of it. On the other hand, he swears (and he is not contradicted) that he had endorsed for Irons twice, but was not acquainted with his business; that Irons seemed to be "going along very nicely," as far as he knew; that he supposes Irons met the paper which he had endorsed for him, since he never heard of it afterwards; that he bought the property sold to him, on the 23d of February, in order to assist Irons; that the latter told him he was somewhat in debt, but had property enough to pay three dollars for every one which he owed, but had "got his stock into marl and boards so much, that it cramped him up, and if he could get any one to take them off his hands, he could go ahead, and have \$600 ahead, in bank, and could go right along." The evidence is, that Smith paid a fair price for all the goods he bought at the sale. Irons and he disagreed as to the value of the horses, and the matter was referred to one John C. Lefferson, by whom the price was fixed. He paid for the property, \$1965.56, of which \$391.32 were paid in cash, at the time of sale, and for \$1200 of the price, he then gave him his note, payable at the complainants' banking-house, in three months from its date. When that note matured, he paid \$600 of its amount, and gave his note for the balance, payable in three months, which he paid when it fell due. He paid the balance of the price by paying off for Irons two of the latter's notes, one held by Lefferson, for \$200, and the other by R. S. Strickland, for \$174.24. The note for \$1200 was discounted

by the complainants for Irons, (the next day after it was given, it would seem from the evidence,) and the proceeds were immediately applied by them to paper which they held, on which he was liable to them. Some of it had matured, and some was not yet due. He then again went to Smith, and, as the latter says, told him that he was in as much trouble as before; that he had gone to Freehold to "deposit" the note and some money, and that the president of the bank had "gone back on him." On Smith's asking him what the president had done, he pulled out some some papers, 10 and said the president had "charged up paper, some that was due and some that was not due, till he swallowed up all the money he had taken down;" and he added that he did not know what he was to do; that the president, contrary to his promises, would not discount his paper any more; that his store was run down, and that if they would not discount his paper, he wanted to get out of the business, and wished to sell out and settle up; that he had paper enough to pay two dollars for every one he owed, but if he could not obtain discounts, he could not fill up his store. He asked Smith to buy 20 the stock and fixtures. The latter hesitated, and held the matter under consideration for a day, and then concluded to purchase them, and did so, on the 25th of February. It appears that the stock and fixtures were carefully inventoried and appraised, by two impartial appraisers. The prices seem to have been fair. The inventory and appraisal were attached to the bill of sale. The amount of the appraisal was \$1830. Smith, objecting that some of the goods would not sell for the price at which they had been appraised, offered \$1800 for the stock and fixtures, in three equal installments, at 30 three, six, and nine months, for which he would give two notes. The proposition was accepted, and the sale was made, and the notes were given. Smith says that he would not have bought the goods if the store had not been in his own building; that when he purchased, he expected to keep the store himself, and did not expect to let Irons or his wife have it, and that there was no agreement that they should have it again. He did, in fact, carry on the business in the store, in his own name, for five weeks, employing a clerk who had been in the employ of Irons there. He added to the store, 40

in that time, stock to the value of \$300, besides supplying the place of what was sold by retail. He sold the stock and fixtures to the defendant Wolcott, on the 3d of March following, for \$2100, of which \$300 were paid in cash, and the balance by the return to him of two notes for \$1800, given to Irons, but by the latter transferred to Charles Allen, who then held them. These were the notes given by Smith to Irons on account of the price of the stock and fixtures. Soon after receiving them from Smith, Irons transferred them to

10 Allen, as consideration for the conveyance by the latter, as executor, to him of a small farm (on which was a dwelling-house) in Pennsylvania. When Wolcott (who was a friend of Irons) applied to Smith to purchase the stock and fixtures, the latter fixed the price at \$2000. The former agreed to purchase them at that price, and offered to pay \$600 of the purchase money in cash, and to give his notes, payable in fifteen days, at his office in the city of New York, for the balance. Smith declined to take the note, and Wolcott then

20 agreed to do so, and Wolcott purchased the notes of Allen at their face value, after deducting discount, and paid him in cash, \$300, and gave him his note for the balance, about \$1400, which, in a few weeks afterwards, he paid to him in cash in the city of New York. On the 8th of May following, Wolcott, who, from the time of the purchase, had carried on the business in his own name, employing Irons as his clerk, transferred the property to Mrs. Irons. The bill of sale from him to her, for it, expressed, as consideration, the sum of \$1, and his good will and friendship towards and for her. The farm,

36 which was conveyed by Allen to Irons, was afterwards reconveyed by the latter to the former, for the consideration of \$1536.36, which was made up and paid by notes, amounting, with interest, to \$1417.34, given by Irons and outstanding, which had been bought up by Allen, and the amount (\$119.02) of a note endorsed by Allen for Irons, and paid by the former. In the transactions above detailed, there is nothing to implicate either Smith or Wolcott in any design to protect from the creditors of Irons the property transferred to them. Both paid a fair price for the property purchased.

40 The money paid by Smith on the first purchase, was at once

applied to the payment of Irons' debts, except a small amount used in the support of Irons' family. That which was paid on the second purchase, appears also, to have been fully applied in like manner, Smith knew, indeed, that Irons was embarrassed, and was desirous of selling his property, but he does not appear to have been actuated by any design to cover up or to protect the property from Irons' creditors. That Irons did not tell him the truth in regard to his financial condition, is a fact of no importance. As to Wolcott, he seems to have been actuated by motives of friendship merely. He 10 paid the purchase money of the stock and fixtures with his own funds, and it appears that he was abundantly able to do so generous an act as that which he claims to have done in this instance. He was the owner of unencumbered property to the value of about \$75,000, and had from his business, (the sale of patent medicines, of which he was the proprietor,) an income of about \$10,000 a year. Between him and his wife, and Irons and his wife, there was a close intimacy of long standing. Irons had materially assisted him in bringing his medicines to popular notice, and so in laying 20 the foundation of his fortune. They visited each other regularly, at stated times. After Irons had sold out the store to Smith, Wolcott came to see him, and found Mrs. Irons confined to her bed by severe illness, and her husband without means of supporting the family, which included their four little children. Wolcott was desirous of assisting them to the means of a livelihood, and expressed his intention to buy the store and give it to Mrs. Irons, in case she should recover. He executed his design. The bill of sale from him to Mrs. Irons contains evidence of the fairness of his conduct. It 30 expresses its consideration truly. In the whole transaction, there appears no evidence of any attempt at concealment, nor of any illegitimate or sinister purpose on his part. The complainants' case, as to him, rests wholly on a suspicion which owes its origin to incredulousness of the existence of a friendship which could bestow, even though it be out of its abundance, so large a gift upon a destitute and suffering family. Such friendship is rare indeed, but, happily, it is not so rare as to challenge absolute disbelief of its existence. 40 Wolcott swears that he paid the money to Allen, and the latter

corroborates his statement. He swears that it was his own money, in no wise derived from Irons or his property, and that it has never been re-paid. He has answered fully and satisfactorily, all the interrogatories which, by the bill, he was required to answer on oath. He is not impeached or contradicted in any way. Smith, too, stands wholly uncontradicted and unimpeached.

The bill will be dismissed, with costs.

THE HISTORY OF THE UNITED STATES

The first part of the book is devoted to a general history of the United States from its discovery to the present time. It is written in a simple and plain style, and is intended for the use of schools and families. The author has endeavored to give a full and accurate account of the events which have shaped the history of the country, and to show the causes and consequences of the various revolutions and wars which have taken place. The book is divided into three parts: the first part contains a general history of the United States; the second part contains a history of the individual States; and the third part contains a history of the Federal Government.





