

*Clerk of the Court of
Errors & Appeals*

NEW-JERSEY COURT OF APPEALS.

April 23, 4

BETWEEN

NATHANIEL J. CRANE,

APPELLANT,

AND

FRANCIS HEWITT & WIFE,

APPELLEES,

ON APPEAL

FROM

CHANCERY.

STATE OF THE CASE,

AND

EVIDENCE.

NEW-YORK:

H. LUDWIG & CO., PRINTERS.

1848.

THE HISTORY OF THE

REVOLUTION

OF THE UNITED STATES

OF AMERICA

BY

W. H. RAY

OF THE

UNIVERSITY OF

YALE

CONNECTICUT

NEW HAVEN

1854

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UNIVERSITY OF

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NEW HAVEN

1854

NEW-JERSEY COURT OF APPEALS,

IN THE LAST RESORT IN ALL CASES OF LAW.

BETWEEN

Nathaniel J. Crane, *Appellant*,

AND

Francis Hewitt and wife, *Appellees*.

ON APPEAL

FROM

CHANCERY.

FRANCIS HEWITT AND WIFE, the Complainants, filed their Bill in the Court of Chancery of New-Jersey, the fifth day of October, eighteen hundred and thirty-six, against Nathaniel J. Crane: setting forth, that Joseph Crane, the father of Rachel Ann Hewitt, one of the complainants, and of the said Nathaniel J. Crane, late of the township of Bloomfield, in the county of Essex, and state of New-Jersey, was in his lifetime seised and possessed of a considerable real and personal estate, and on or about the twenty-sixth of September, 1832, made his last will and testament in writing, and thereby, after devising to his son Nathaniel the one half of his cider-house, and acre of land adjoining, and ordering his executor to place eight hundred dollars on security, and pay the interest thereon arising to his daughter Amanda, for her support until 20 she should arrive at age, when the principal should be given to her, did devise and bequeath all the rest and residue of his estate, real and personal, to his said son Nathaniel, and to his daughters, Phebe, Hannah, Rachel Ann, and Eunice, and to their heirs, to be divided among them share and share alike, and did appoint Charles R. Akers executor thereof.

That the testator died shortly after the date of his will,

leaving a real and personal estate of the value of sixteen thousand dollars ; and that the executor, who was in readiness to prove the will, was dissuaded from so doing by the interposition of Nathaniel J. Crane, or his friend, Josiah Frost, who represented that the devisees were about settling the estate among themselves, and that the executor, by such interposition, renounced the executorship.

That the said Nathaniel J. Crane, concealing the value of the personal estate, and knowingly undervaluing the real
 10 estate, and availing himself of the want of information of the said Rachel Ann, represented to her that one thousand dollars would be a fair consideration of her share in the estate ; and that by the influence of Mr. Frost, who is her uncle, and his representation that the interest of her mother would be advanced thereby, was induced to sign releases of the real and personal estate to the said Nathaniel, dated October 15, 1836,
 1832
 for one thousand dollars.

That at that time the said Nathaniel knew, that there was money at interest belonging to the estate, and the amount,
 20 and fraudulently omitted to communicate such knowledge to the said Rachel Ann.

That in like manner the said Nathaniel procured releases from the other devisees, and took out letters of administration on the testator's personal estate, the inventory whereof amounted to \$3188 30 $\frac{1}{2}$.

The complainants' bill further states, that the real estate of the testator consists of the homestead farm of said deceased, situate near the village of Belleville, of seventy-five acres ; also, seventy-five acres of land in the township of Caldwell ;
 30 and fifteen acres of salt meadow, the whole estimated in value at about \$12,000.

That the said Nathaniel did not pay the said Rachel Ann the said sum of one thousand dollars, but gave his bond therefor, and that in a peculiar form.

The bill also contains sundry allegations respecting the settlement with the other devisees ; and charges that the sum agreed to be given to the said Rachel Ann is grossly inadequate, and the settlement fraudulent ; and prays that the releases may be set aside, and delivered up to be cancelled.

40 The bill was afterwards amended, by making the other devisees parties defendants.

The defendant, NATHANIEL J. CRANE, filed his answer, denying all interposition to prevent the executor from proving the will, and all agency in procuring Mr. Frost to do so; and states, that when his sisters became acquainted with the contents of the will, they expressed a dissatisfaction with the provisions of it, on the ground that, if carried into effect, and a division of the real estate made, the family would be broken up; that the separate portions of the real estate would yield but a small income; and that they would rather have had a smaller portion in money, which could be rendered more available and productive. 10

That Josiah Frost, who was intimate with the family, and had been with testator in his last illness, acting as nurse, when he heard of the dissatisfaction with the will, proposed to the said Nathaniel and other members of the family, that some arrangement should be made, so that a division of the real estate might be avoided, and the family kept together, and that he proposed, for the common benefit of all, that the said Nathaniel should give his obligations to his sisters for such amount as should be agreed upon, in the purchase of their respective interests; that the said Nathaniel at first declined acceding to such proposal, believing that he had not sufficient means to discharge such an amount of debt, without great embarrassment. 20

That this arrangement was the subject of conversation for several days among the members of the family: and understanding that the others were anxious to bring it about, and being urged by Mr. Frost, the said Nathaniel yielded his objections, and consented to become a party to such arrangement, if there was a reasonable prospect of carrying the same into effect. 30

That the said Rachel Ann consulted with Mr. Frost, and other members of the family, but said little to the said Nathaniel about the terms of the arrangement, and about the fifteenth of October, 1836, decided to take his bond for one thousand dollars, and in the peculiar form in which it is drawn, and executed the releases of the real and personal estate—the said Nathaniel agreeing, in addition, to pay for her sundry debts incurred in the purchase of wearing apparel. 1832

That at the time of the arrangement, the papers and securities of the estate were in the possession of the widow, and 40

not of the said Nathaniel, and as accessible to the said Rachel Ann as to him; and he believes that the value of the estate, real and personal, was correctly represented to her by Mr. Frost, and denies that he concealed the value thereof from her, or undervalued it, or that he was relied upon to furnish information respecting the value of it.

That the real estate of the testator, at the time of the said arrangement, did not exceed in value \$7000, and the personal estate was appraised at \$3518 04; that the debts, funeral
10 expenses, and grant of letters of administration, amounted to \$192 88; and the sum of \$800 was put at interest for the use of Amanda.

That since the death of the testator, to the time of filing answer, the widow and her daughter Hannah, and Eunice, had occupied the homestead with the said Nathaniel, living as one family, and likewise the said Rachel Ann during the greater part of that time, and previous to her marriage with Francis Hewitt; that Eunice, being a minor at the time of the said arrangement, her share was set off by commissioners
20 appointed by the Orphan's Court of the County of Essex. The answer further states, that the arrangement was acquiesced in, and no dissatisfaction was expressed, until after the marriage of the said Rachel Ann to the said Francis Hewitt, which took place the 9th July, 1835, and when real estate and the produce thereof had generally risen in value.

The cause came on for hearing on the pleadings, proofs and exhibits, at the term of June, 1847, before Stacy G. Potts, Esquire, one of the Masters of the Court, his honor the Chancellor having been concerned as solicitor of com-
30 plainants at the filing of the bill.

In the term of September ensuing, the Court decreed that the releases given by the said Rachel Ann were fraudulent and void, and should be delivered up to be cancelled; and directed an account to be taken: from which decree the said Nathaniel J. Crane has appealed.

COPY OF THE PETITION OF APPEAL.

COURT OF APPEALS IN THE LAST RESORT IN ALL CASES OF LAW.

Between Nathaniel J. Crane, *Appellant*,
 and
 Francis Hewitt and wife, *Appellees*. } PETITION OF
 } APPEAL.

To the Honorable the Court of Appeals in the last resort in all cases of Law.

The humble petition of Nathaniel J. Crane, the appellant in the above stated suit, respectfully shows, that your petitioner finds himself aggrieved by an interlocutory decree of 10 the Court of Chancery, made by his honor Oliver S. Halsted, the Chancellor of this State, by the advice of Stacy G. Potts, Esquire, one of the Masters of the Court of Chancery, bearing date the twenty-second day of September, in the year eighteen hundred and forty-seven, wherein the said Francis Hewitt and wife were complainants, in this respect, to wit: That the said decree adjudged that the two instruments in writing, or releases purporting to be made by Rachel Ann Hewitt, one of the complainants, before her marriage with the complainant, Francis Hewitt, to the defendant, Nathaniel J. Crane, bearing 20 date respectively the fifteenth day of October, in the year eighteen hundred and thirty-two, are, and were at the time of the execution and delivery thereof, null and void, and of no effect whatever, and that the same be delivered up to be cancelled.

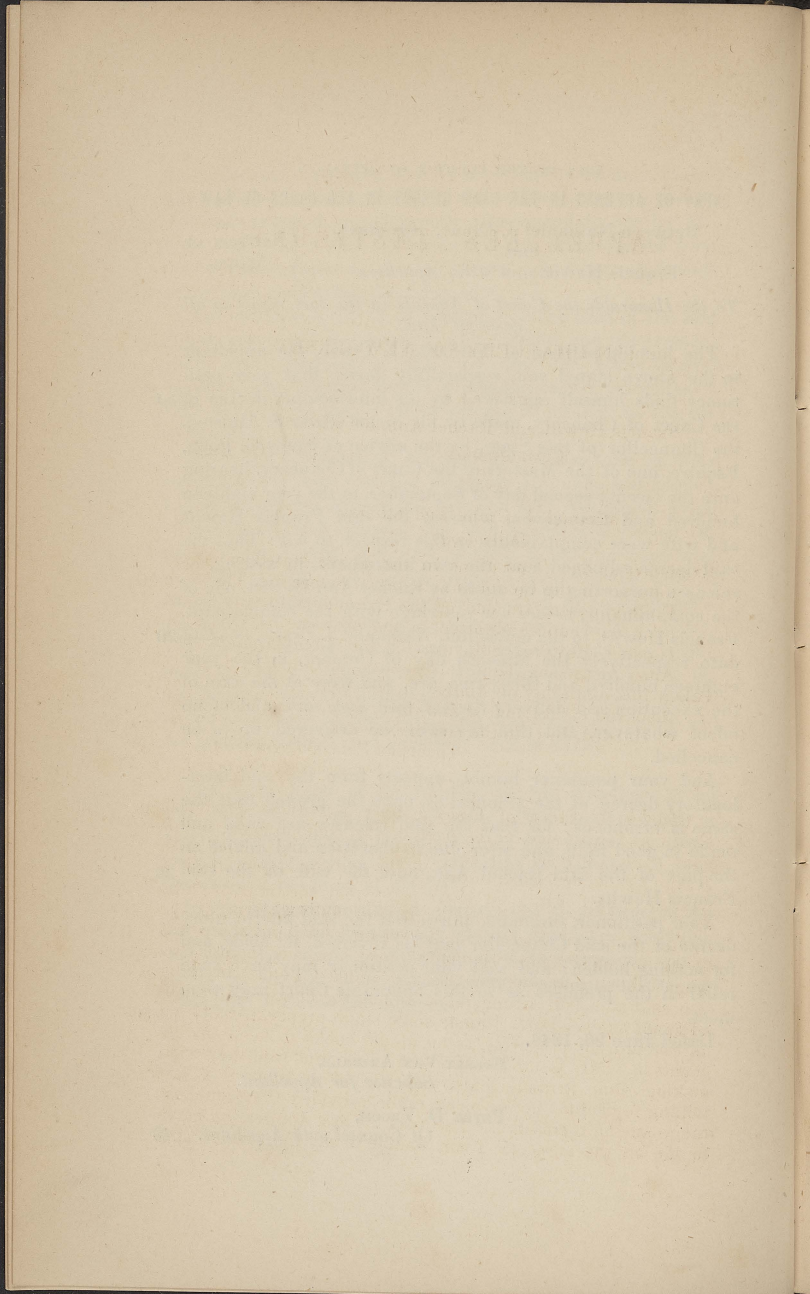
And your petitioner humbly appeals from the said interlocutory decree of the Chancellor, upon the ground that the same is erroneous: for that the said releases are valid and made in good faith, and after due deliberation and advice on the part of the said Rachel Ann, now the wife of the said 30 Francis Hewitt.

Your petitioner, therefore, prays that the said interlocutory 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 may seem meet.

Dated June 26, 1848.

ROBERT VAN ARSDALE,
Solicitor for Appellant.

PETER D. VROOM,
Of Counsel with Appellant. 40



APPELLEES' TESTIMONY.

IN CHANCERY OF NEW-JERSEY.

BETWEEN

Francis Hewitt and Rachel Ann, his wife,
Complainants;

AND

Nathaniel J. Crane and others.,
Defendants.

ON BILL,
&c.

EXAMINATIONS and Depositions in the above stated cause on the part of the Complainants, taken before me, Theodore 10 Frelinghuysen, Jr., one of the Examiners in said Court, upon due notice admitted, in the presence of Oliver S. Halsted, Esquire, Solicitor for the Complainants, and Amzi Armstrong, Esquire, Solicitor for the Defendants.

Taken this ninth day of August, in the year of our Lord one thousand eight hundred and thirty-nine, at the office of O. S. Halsted, Esq., in the city of Newark.

THEODORE FRELINGHUYSEN, JR.,
Examiner in Chancery.

Charles R. Akers, of Essex county, a witness, produced, 20 sworn and examined on the part of the complainants, on his oath saith: I reside in Belleville; I was acquainted with Joseph Crane, deceased, in his lifetime; lived within from a quarter to half a mile of him; never took the time when he died; he left a will; I was appointed sole executor of the estate; I did not object to act as executor; I found there was an arrangement among the heirs to settle among themselves; when I found that was the case, I declined. Before anything was said about an arrangement among the devisees, I intended to act as executor. I made some slight preparations to act 30 as executor in procuring some blank books to keep the accounts in. Mr. Josiah Frost called on me, and said they were making some arrangements, and wished to know if I was willing to decline acting as executor, provided they could arrange among themselves. This was the first application made to me on the subject. I am unable to say the precise time

when this application was made to me, but it was a few days after the decease of Joseph Crane. I never proved the will. It was, therefore, before the proving of the will. Mr. Frost lived in the township of Orange, about two and a half or three miles from the late residence of the testator, Joseph Crane, deceased. I had been acquainted with Mr. Frost a number of years previous to the death of Mr. Crane. He was a relative of the family—so I have always understood. I never understood there was any conversation between N. J. Crane and

10 Mr. Frost in relation to his calling on me on this subject. Mr. Frost observed to me, that if they went on according to the will, the property would have to be sold and the family broke up, and he thought, upon the whole, it would be better for N. J. Crane to take the real estate and pay the girls in money, and by that means he would secure a home for his mother and his diseased sister. No conversation passed between N. J. Crane or any of the family and myself, in relation to this business, until after the arrangement. Mr. Frost afterwards called and said it was settled satisfactorily with all the parties

20 except Alfred Keen, who was dissatisfied with the proposal and unwilling to accept it. He said there had been no arrangement with Alfred Keen at that time. A few days passed between the first conversation and the last—do not recollect how long—a very few days. I did not come down to the Surrogate's office to prove the will, I came down with N. J. Crane and Mr. Frost to renounce; and at that time I did renounce the executorship, and Mr. Crane took out letters of administration with the will annexed, and Mr. Frost and myself were his securities. I never had an inventory made, or

30 an appraisement of the personal estate. My omission to prove the will and take an inventory, was in consequence of what Mr. Frost had said to me. If I mistake not, Joseph Crane, deceased, and Mr. Frost, married sisters. Mr. Frost stated to me that Rachel Ann was willing to receive a thousand dollars for her share of the estate, and appeared to be contented and pleased, as Mr. Frost told me, with the arrangement. He added, that he (Mr. Frost) thought it would be better for her than to have the land cut up, and take her proportion of the land. Nathaniel J. Crane is now in possession of the whole

40 of the real estate, except it may be a portion which has been set off to one of the minor heirs; whether that portion is occupied or possessed by N. J. Crane or not, deponent does not know. I am not sufficiently acquainted with the real estate of Joseph Crane, deceased, to give a particular account of it. Have been upon the land, but do not know the number of acres. Joseph Crane, deceased, left five children, four daughters and one son. Nathaniel J. was the only son. I have heard the amount of wood N. J. Crane sold off from the estate since

the decease of his father, but cannot recollect now. I was not present at the settlement with any of these heirs. Mr. Frost had a conversation with me after he had settled with Alfred Keen; said that it was a difficult matter to settle with Alfred. That he (Alfred) considered the property worth more than Mr. Frost did. Mr. Frost then observed to him, I am anxious to have this business settled, and I wish you to name the sum you are willing to take. He finally stated, that if N. J. Crane, or the estate, would allow him the small stone house and two and a half acres of land attached to it, and in addition thereto 10 nine hundred and fifty dollars cash, he would be satisfied. Mr. Frost objected to this—thought it was entirely too much, but finally, for the sake of an arrangement, agreed to allow it to him. Mr. Frost said he had made use of arguments to satisfy Alfred that it would be better to have the matter settled than to break up the family. Alfred shed tears on the occasion. Mr. Frost said he had had a long siege with Alfred to get him to consent. He said further, in the same conversation, that he thought Alfred had too much, but he thought he had better give him too much to have the matter settled than to have the 20 family broken up.

Cross-examined by Mr. Armstrong.

I declined acting as executor at the request of Mr. Frost. I presume Mr. Frost was intimate with the family—he visited there. He was with Joseph Crane, deceased, as nurse, during part of his sickness, and at the time of his death. I cannot recollect how long it was after these conversations that they came down to the Surrogate's office. It was a very short time. I never heard any dissatisfaction expressed by Rachel Ann until after her marriage. She continued to reside at the 30 old homestead part of the time. Was married there, I believe. I observed to Mr. Frost at the time of our conversation, that I thought it would be better for the girls to have their share in money than in land. If the land was divided, each girl would have to fence her part, which would cost a considerable amount, and there was no sum named by either of us that each of the girls ought to receive until after the arrangement was effected. I did not know what the amount of the estate was. I do not recollect expressing my opinion when Mr. Frost said what the arrangement was. I expressed satisfac- 40 tion that the estate was settled, although I did not then know what the estate was, nor do I know yet. N. J. Crane lived at home at the time of his father's death—has always lived at home. If the farm was divided into five shares, I would give more than five times as much for the whole farm together, as for one single fifth part thereof. If the farm was fairly divided

into five parts, I should be willing to give considerable more for the whole of the farm together than to have it divided.

(Signed)

CHARLES R. AKERS.

Sworn and subscribed, August 9, 1839, }

before me, THEO. FRELINGHUYSEN, JR., }

Examiner in Chancery

Charles Farrand, of Essex county, a witness, produced, sworn and examined on the part of the complainants, on his oath saith: I knew Joseph Crane, deceased; I lived near him; 10 our farms adjoin. His farm is in Belleville township now, formerly Bloomfield township. I reside in Bloomfield township now, on another farm. I always knew the Joseph Crane farm from my infancy. It was my impression that the amount of Mr. Crane's survey of his farm was seventy-six acres. There was a barn, dwelling, crib, two cow houses, and cider mill, and wagon house on it. Some part of the farm had small wood upon it. Embracing all the wood upon it, there might have been from twenty to twenty-five acres. The farm would not vary much from a mile in distance from the village 20 of Belleville. Part of the wood was good. There was five or six acres of sprouts, chiefly chestnut. The old wood was of a good quality, a large part of it was chestnut. The tillable part of the farm was meadow and plough land and orchard. The soil was considered good. It was always considered in as good a state of cultivation as any farm around. Mr. Crane took a great deal of pains with it. The crops were as good as any of the neighbors. The orchard contained all grafted fruit, I believe, chiefly cider fruit, the Harrison and Campfield apples. The oldest orchard contains, I should think, from four 30 to five acres; somewhere about four acres. Probably as much young orchard. All the bearing trees, if put together, would make about from five to six acres. I may be mistaken, it is so long since I went over it. The dwelling is a stone house, an old-fashioned building, one story and a half. House and out-buildings in tolerable fair order. The cider mill was new, or nearly so. At the death of Mr. Crane it had been built two or three years, I believe. I think it was in the year 1832, in the fall, when Mr. Joseph Crane died. In the fall of 1832, the homestead farm with its buildings and improve- 40 ments, if it had been mine, I should have considered it worth from six to eight thousand dollars. I have been on the seventy-five acres of land in Caldwell, belonging to the estate, three or four times. At that time, in the fall of 1832, I valued that at from twelve to fifteen dollars an acre. I was one of the Commissioners to set off one of the sisters' part, who was one of the devisees. The other Commissioners were Zenas S. Crane and Jacob K. Mead, Esqs. I marked twelve dollars,

one of the other Commissioners marked fifteen dollars, and the other ten dollars. I considered from twelve to fifteen dollars an acre a pretty fair valuation. I know where part of the fifteen acres of salt meadow is. The part adjoining Morris Creek I should value at twenty-five dollars an acre. I should judge there was about nine acres. I think Mr. Joseph Crane said he had given that sum per acre for a part of the nine acres—for five acres thereof; the other part of the fifteen acres was worth but little; I don't know what. I heard Zenas S. Crane make an offer, in the fall of 1832 or spring 10 of 1833, when the Commissioners met to divide the farm, for the farm. He offered eight thousand dollars for the homestead, and two hundred dollars by—I don't know precisely whether it was for all Mr. Crane's real estate or not; I think, however, it was for the homestead farm alone; that is my impression. He wanted to get his family near Newark. He had always said he wanted to get a farm about that neighborhood, near Newark. I know the house and lot of two and a half acres, given to Alfred Keen. I always considered it worth near or about one thousand dollars—I mean the house 20 and lot given to Alfred Keen, in addition to the nine hundred and fifty dollars in the settlement, spoken of by Mr. Akers, in his examination. There were two sales made by Nathaniel J. Crane of wood, standing. They would not vary much from sixteen hundred dollars, if added together. I was present at the sales; I was clerk at the vendues and took down the lots as they were sold.

There was, at Mr. Crane's decease, a yoke of oxen, three or four cows, and three or four horses. There was also crops of rye, corn and wheat, on the farm. The crops, during the last 30 year of Mr. Crane's life, were as good, I think, as I ever saw them on that place.

If I wanted the farm for my own use as a farm, I should prefer having it together; if I wished it for sale, I should rather have it divided into lots, for it would sell for more in lots. I considered the buildings in fair order. The dwelling house had been lately roofed anew, and the barn also. This was in the fall of 1832, when I formed this opinion. The cow houses had not been built a great while before Mr. Crane's death. The covering was very durable. Nathaniel J. Crane 40 cut some timber after his father's decease, for which he said he realized one hundred and twenty dollars; this was, I suppose, throwing in all his labor and expense of getting it. It was also exclusive of the sales at the two vendues before spoken of. The timber was beach timber and fish poles, shad poles, which he sold to his uncle Daniel Crane.

Cross-examined by Mr. Armstrong.

The cider house cost, they said, seven hundred dollars to build it. The building is about forty feet by fifty feet, and I should say I would not sell the land it occupies for less than a hundred dollars, merely because it is situated just where it is, right under the window, within sight of the house, very nearly opposite. Perhaps I might sell it for less. I should think that the building would be worth from five to six hundred dollars. I would sell an acre as cheaply adjoining the cider mill, as the land upon which the cider mill stands. I should not sell it for less than one hundred dollars—from one hundred to two hundred dollars. And I should sell it at that rate because it would disfigure the farm so; this is the reason of my asking that price. The orchard, plough and meadow land I spoke of as comprising the whole farm, some of it has always been kept as pasture land since witness' recollection. Joseph Crane, deceased, left a widow. If, in 1832, I had been going to buy the farm, and it was subject to her right of dower, I should probably make a deduction of from fifteen hundred to 20 two thousand dollars—fifteen hundred at any rate. In the fall of 1832, if I had wanted to buy, I should have been willing to give for one undivided fifth part of the homestead farm, clear of the widow's dower and of all incumbrances, from one thousand to fifteen hundred dollars; but I did not want the property at that time, and it is so long since, I can hardly tell what I would have given if I had been going to purchase; and I did not want to purchase, for I had enough land. For the whole of the homestead farm, clear of all incumbrances, in the fall of 1832, if I had wanted to buy it, I think I should 30 have been willing to give from six to eight thousand dollars for it—think I could have cut it up and made money at it, at that. Witness offered two thousand dollars for twenty acres of the woodland shortly after Joseph Crane's death; I offered it to N. J. Crane.

In the fall of 1832, for the Caldwell property, clear of encumbrances, I should have been willing to give from twelve to fifteen dollars per acre for an undivided fifth part thereof. If I wanted an undivided fifth part, I should have been willing to give as much for it in proportion as I would for the 40 whole. The wood I thought was sold very well; I was clerk at the vendues.

Witness thinks that the two lists shown to him by Mr. Armstrong are the original vendue books kept by him as clerk at the sales of the wood, made by Nathaniel J. Crane, as above stated, and which said lists the examiner has marked Exhibits A and B on the part of the defendant in the above stated cause.

Some of the footings appear to be my figures, and some not,

according to my impression. There were some lots bid off at that sale for Mr. N. J. Crane: I bid in one or two for Mr. Crane, perhaps three. It might have been four—can't recollect. I bid in two for myself—only two for myself. It is worth twenty shillings a load to cart the fish poles to Jersey City, exclusive of the tolls; with the tolls it is worth three dollars. All the expenses attending the cutting, carting and delivery of all the poles delivered by N. J. Crane at Jersey City, would be about thirty dollars; that would be a good compensation. 10

Re-examined by Mr. Halsted.

I think there is a few acres of land, two, three, or four, in Bergen county, belonging to the estate. Have seen Mr. Joseph Crane, deceased, before his death, have hay carted from there; not salt hay, but fresh hay, red top. Do n't know the value of land there; Colonel Ward asked me fifty dollars an acre for land there two years ago—land adjoining the causeway opposite this lot.

The real value of the widow's dower would be, I suppose, about one ninth; I speak of landed property. Upon this rule, 20 the ninth of the homestead farm would not be worth more than from seven to eight hundred dollars.

The land off of which the wood was cut, I should be willing to give now seventy-five dollars an acre for; I mean up to the line of the cleared lot, embracing some young wood; I know now how I could dispose of it. The wood standing at the decease of Mr. Crane, I think, was worth one hundred dollars an acre. I do n't know what the land would have sold for at the time of Mr. Crane's death. I valued some land adjoining Mr. Crane's woodland about that time, after the wood 30 was cleared off, at thirty dollars an acre; can't say what it would have brought, for I never made any offer to sell it.

(Signed,) CHARLES FARRAND.

Sworn and subscribed, August 9, 1839, }
before me, THEO. FRELINGHUYSEN, JR., }
Examiner in Chancery.

Edgar Darling, of Essex county, a witness, produced, sworn and examined on the part of the complainants, on his oath, saith: I reside in Belleville township now, formerly Bloomfield, within a quarter of a mile of Nathaniel J. Crane. I have 40 heard N. J. Crane speak of this matter since the suit has been brought. He would rather at the time have gone on and divided the property than have any trouble about it. He said he did not know how Alfred Keen should know so much more about things than he did. He (Alfred) knew things that he (N. J. Crane) knew nothing about. I have never said to any

person that N. J. Crane said that nobody knew as much about the estate of his father as he did.

(Signed)

E. DARLING.

Sworn and subscribed, August 9, 1839, }
before me, THEO. FRELINGHUYSEN, JR., }
Examiner in Chancery.

Mr. Armstrong produced two Books or Lists, purporting to be the Vendue Books of the sales of wood made by Nathaniel J. Crane, and which I have marked Exhibits A and B on the 10 part of the defendants. Dated August 9, 1839.

THEO. FRELINGHUYSEN, JR.,
Examiner in Chancery.

Adjourned to meet at O. S. Halsted's office, on Friday, the eleventh day of October next, at 10 o'clock A. M.

THEO. FRELINGHUYSEN, JR.,
Examiner in Chancery.

August 9, 1839.

October 11, 1839, met pursuant to adjournment. Present, Mr. Halsted and Mr. Armstrong.

20

THEO. FRELINGHUYSEN, JR.,
Examiner in Chancery.

Samuel J. Riker, of the county of Essex, a witness, produced, sworn and examined on the part of the complainants, on his oath deposed and saith: I was acquainted some little with Joseph Crane, deceased, in his lifetime. I know where he resided. Do not know the extent of the homestead farm, but am acquainted with it and the improvements on it. It would be somewhat difficult for me to speak of the value of the whole farm, for I have not examined it all; but land where
30 that is, I should suppose, in a good state of cultivation, would be worth a hundred dollars an acre. It would pay the interest of one hundred dollars an acre; and land so near the city as that, in a good state, would, I should think, be worth one hundred dollars an acre; it would do to pay that price for land there. I was not acquainted with the tract of land in Caldwell; have never been on it; have seen them drive cattle there. I know land near Newark, at or near Morris Creek. Have known Mr. Crane's land on the meadow for twenty-five
40 years, and think it as good a tract of meadow land as is on the meadow. I always thought it a handsome piece of meadow, and it would turn off a good burden. It is better meadow than the general run of meadow. It lies on Morris Creek, and runs along the Bay, I think; and such meadow is the best kind. It is a nice piece of meadow, I think. From my knowledge of the meadow, don't know what to say of its value; but

I should think *that meadow* was worth from forty to fifty dollars an acre; if I wanted to buy, should think that a fair price. Have not seen it within four or five years past, but before that time I used frequently to see it. The grass upon it was fine. It is principally black grass meadow, and that kind of meadow has sometimes been cut twice in a season, but it is not the practice to cut meadow twice—only seldom.

Cross-examined by Mr. Armstrong.

In 1832 I lived at West Bloomfield, about three or four miles from Mr. Crane's homestead farm. I remember the people 10 complaining of the raising of the dam and overflowing land in the neighborhood of Mr. Crane's farm. I could not say whether it was in 1832 or not, but I have heard complaints of sickness in that neighborhood as occasioned by the mill pond overflowing land. I don't know but Mr. Crane's land, in 1832, was worth a hundred dollars an acre. My impression is, that land was worth a hundred dollars an acre at that time, but don't say it was. I think though, land situated as that was, under good cultivation, would bring a hundred dollars an acre. Have never been over the homestead farm, and don't 20 know the quality of the whole. Have seen part of it about the house, but don't know much about Mr. Crane's farm. I think orchards have not been considered so valuable since the formation of temperance societies, as they once were. Know nothing of the orchard on Mr. Crane's farm. I am not able to tell what has been the effect of the canal on that land; I believe the canal passes through it. Have never seen Mr. Crane work on the west side of the canal, but have on the east side. Witness would not give as much for an undivided fifth part of any farm, as if he knew where it was to come; too much like 30 a lottery; there is more fencing required, if divided.

Supposing I was willing to give five thousand dollars for the whole of the farm, for one undivided fifth part of the same farm I would not give as much as one fifth of the price of the whole; am not prepared to give a direct answer as to what amount less. I should suppose a risk would be run in fencing, though I should not consider it a great deal; it might be a great deal, or it might not.

I should consider one fifth part for one of our mechanics would bring as much in proportion as the whole. I consider 40 forty or fifty acres of plough land about enough for one man to take care of. The Crane farm is a snug farm, about as much as one man needs. Have never noticed what effect the canal has on the land of Mr. Crane lying north and west of it. Have not any particular knowledge of the effect the canal has on it; have never heard anything said on the subject; but I should not think the canal did the land any good. It is apt

to make land lying lower than the canal a little wet, generally.

Don't know the quantity of Mr. Crane's meadow on Morris Creek. I do not know that I have ever heard what land did bring on the meadow, though my impression is, Mr. Crane's is worth as I have said before.

Before 1832 lime had not come into general use, though it was used some. Not one tenth part as much was used some years ago as is now ; the use increases every year. We consider lime useful as a manure. I should judge, the use of lime in that region of country where Mr. Crane's farm is, had generally improved the land. I believe it is ten or twelve years ago when people first began to think lime a good manure. I think it was beginning to be generally used when I superintended the Poor House Farm, about thirteen years ago. Seven years ago I think one quarter of the lime was not used that is now used in the township of Bloomfield. My occupation is generally farming.

Re-examined by Mr. Halsted.

20 Mr. Israel Crane used lime on his farm. I should say, tracts or lots of land of fifteen acres, in the neighborhood of Mr. Crane's homestead farm, would bring as much, and I should judge a little more per acre, than seventy-five acres would. I don't think the canal makes land as wet as it did the first three or four years. By cutting a small ditch along the canal it would prevent any damage. Some seasons the land would not be injured by the canal. Lots of fifteen acres will generally sell for as much per acre, in the neighborhood of Mr. Crane's homestead farm, as larger tracts would, I think.

30 (Signed) SAMUEL J. RIKER.
Sworn and subscribed, October 11, 1839, }
before me, THEO. FRELINGHUYSEN, JR., }
Examiner in Chancery.

Zenas S. Crane, Esquire, of Essex county, a witness produced, sworn and examined on the part of the complainants, on his oath saith: I was acquainted with Joseph Crane, deceased, in his lifetime. He lived in East Bloomfield; father of Nathaniel J. Crane. I was acquainted to some extent with his (Joseph Crane's) farm; was one of the commissioners appointed by the Orphan's Court of Essex county to set off a portion of it to one of the heirs of said Joseph Crane, deceased, and have referred to a map of the property which I formerly made, to-day: the homestead farm contained about seventy-five acres—from seventy-five to seventy-six acres. I considered the farm in good condition. It was in 1833 when I met with the other commissioners to make partition of the

farm and set off a portion of it to one of the heirs. I don't recollect distinctly of making known my opinion at that time of the value of the farm: from the best of my recollection, I should think that the farm was worth at that time, with the improvements upon it, in the neighborhood of one hundred dollars an acre. The buildings were not new. The cider-house was new. The dwelling-house was old, but a comfortable house, and in good order. Don't recollect distinctly about the buildings now, believe they were good. There was also a tract of land of about seventy-five acres in the town-¹⁰ship of Caldwell belonging to the estate of said deceased. I think part of that was allotted to one of the children of Joseph Crane, deceased, by the commissioners. It is very probable I formed an opinion at that time of the value of the land, but I do not recollect what it was. I am now of the opinion that its value was not equal to the value of the homestead farm. The land cleared would not have been worth more than from five to ten dollars an acre. That which was cleared and situated on the road might have been worth ten dollars an acre. It was called a wood lot—a part of it has not got wood on it.²⁰ I think my valuation of it at that time as it stood, was fifteen dollars an acre. There was also a salt meadow lot, containing about four acres. Think the commissioners took notice of but one salt meadow lot.

Cross-examined by Mr. Armstrong.

I valued the homestead farm at one hundred dollars an acre. The farm together would be worth more in proportion than one fifth part of it. I recollect something about the cider-house: the cider-house, with the land it stands on, and an acre adjoining it, would be worth more under one set of cir-³⁰cumstances than it would under another. I suppose it would be worth from six to seven hundred dollars, and was worth about that at the time. I do not consider there is much difference between that time and now. The widow's dower I should consider worth in the neighborhood of a thousand dollars. I think there is not a great deal of front to this property. Do not recollect distinctly how much. I think it would have lessened the value of the property very considerably if divided into five shares. I should think the whole of it together would be more valuable than any part of it would be in proportion⁴⁰ if the whole was divided. Any person being able to own a farm of that extent, would have a farm worth much more to him than a farm divided and consisting of five several parts; that is, I should consider the whole of that farm together, worth considerably more than five times as much as one fifth part thereof to a person able to own the whole.

I have some indistinct recollection of fixing a valuation upon

the farm at the time the commissioners were upon it, but I do not now recollect what it was. I think I recollect of a great deal of fever at that time, or about that time, being prevalent in that neighborhood, attributed to the overflow of the mill-pond. The Caldwell tract had a growth of small wood upon it; it was called a wood-lot; it would probably be worth about ten dollars an acre, without wood. It might, from my knowledge of it, be worth ten dollars an acre without wood, and fifteen as it was. I should not know the value of the salt meadow, except that salt meadow is worth from five to twenty-five dollars an acre; some may be worth more than that. Upon recollection, I think the four acres of salt meadow I have spoken of, was the four acres allotted to one of the children of Joseph Crane, deceased. I believe now there was more salt meadow belonging to the estate than those four acres.

Re-examined by Mr. Halsted,

Saith:—If I was going to buy a farm, and was able to buy a farm of that magnitude, I should be willing to pay more for a farm of that size, in proportion, than for a smaller farm: because it was so well proportioned, the whole of it would be better proportioned as a farm than a part of it.

(Signed)

ZENAS S. CRANE.

Sworn and subscribed, Oct. 11, 1839, before me, THEO. FRELINGHUYSEN, JR.,
Examiner in Chancery.

John Sidman, of Essex county, a witness produced, sworn and examined, on the part of the complainants, on his oath, deposes and saith:—I am somewhat acquainted with the Homestead Farm of Joseph Crane, deceased, and have lived near to it. Some of my land adjoins it. Do not know precisely the quantity of that land; from seventy-five to seventy-six acres, as I understood from others. The farm is in a good state of cultivation; some part of it was in a high state of cultivation. I had thought it was worth from seventy-five to a hundred dollars an acre. There was considerable wood upon the farm at that time; pretty good quality of wood. The land, after the wood was off, was some of it rough. N. J. Crane has sold considerable of the wood at auction; I believe so, I was not at the auction. I was in the woods afterwards, and saw where it was cut. I have been on the Caldwell Tract; not lately, several years ago; not much acquainted with it. I should suppose the homestead farm might be worth a hundred dollars an acre, with the buildings on it. I was one of the appraisers of the personal estate. The appraisers tried to come to a fair appraisalment of the personal estate. Some property raised in value after the appraise-

ment. The cows were worth less at that season than in the spring. I think that hay brought more two months after than we appraised it at. We tried to appraise the property at its true value, and we thought we did. I should have been willing to give what we appraised the goods at, and I do not think I should be willing to give more. Do not know but at auction I might. I had an idea that this appraisal was done on account of Eunice, who was under age at that time, but this had no effect on my mind, nor on my appraisal of the property; I appraised it as I thought right. Witness heard 10 Zenas S. Crane's examination; I think he had a correct idea of the Caldwell Tract.

Cross-examined by Mr. Armstrong,

Saith:—Nathaniel J. Crane continued on the farm after his father's death, and has put up fences; do not recollect how soon after his father's death. He lived on the farm, and kept it in repair, as if it was his own. There was sickness in the neighborhood about a year before Joseph Crane's death; do not think there was much sickness in the neighborhood when Mr. Crane died. My opinion was, and it was the general 20 opinion of people, I believe, that the sickness was caused by the overflowing of the Mill Pond. Some parts of the Homestead Farm are more valuable than others. Sometimes a small piece of land suits a purchaser better than a larger piece; but as a farm, it is better to have the whole of the farm (the homestead) together. One salt-meadow lot, belonging to the estate of Mr. Crane, I should be as willing to give as much per acre for as Mr. Crane gave. I believe he gave twenty-five dollars an acre for the lot near the bay. There are two salt-meadow lots near the bay, and more than 30 two in all, I think. I made up my mind, that if the sickness had continued on, I should rather have sold my land for less than if there had been no sickness. The sickness did continue for two or three years, I think. Along in the fall, August and September, physicians attributed it to the Mill Pond.

Re-examined by Mr. Halsted,

Saith:—That pond still continues there. Mr. Crane's place was about a quarter of a mile from the dam; about as far, I think, as I live; it might be further, but I do n't think it was. I can't tell whether the sickness commenced one or two years 40 before Mr. Joseph Crane died; I guess it was two or three years before.

(Signed)

JOHN SIDMAN.

Sworn and subscribed, Oct. 11, 1839, before me, THEO. FRELINGHUYSEN, JR.,
Examiner in Chancery.

Adjourned, to meet again at O. S. Halsted's Office, in the City of Newark, on the eighteenth day of December next, at 2 o'clock, P. M.

THEO. FRELINGHUYSEN, Jr.

Examiner in Chancery.

December 18, 1839, met, pursuant to adjournment. Present, O. S. Halsted, Esquire, and Amzi Armstrong, Esquire, as before.

THEO. FRELINGHUYSEN, JR.,

Examiner in Chancery.

- 10 *Alfred Keene*, of the county of Essex, a witness produced, sworn and examined on the part of the complainants, on his oath, saith: I married a daughter of Joseph Crane, deceased: her name is Phebe. I was married to her at the time of the decease of Joseph Crane. I and my wife executed a release to Nathaniel J. Crane of our interest in the estate of Joseph Crane, deceased. At the time the release was executed, I and my wife were living on the homestead of my father. About the time I signed this release, I was well in health. Mr. Josiah Frost made a proposition to me to execute this release: 20 he said the rest of them had agreed to sign off for a thousand dollars each. He said my wife had agreed to, and he wanted me to; I think that was the first proposition. I do n't recollect whether I was well at the time of the offer or not. Some time after my father-in-law had died, Mr. Frost and Nathaniel J. Crane came to see me, and found me sick; and Mr. Frost urged it, and said it was necessary to have it settled. He said he would call again in a few days. I told him I could do nothing about it then; and he said he would call again. It was necessary he said to have it settled. Nathaniel J. Crane was 30 present in the room where the conversation took place. The first call upon me, was a very short time after the death of Joseph Crane. Do n't recollect how long. I do n't recollect that any sum was mentioned at that first call. I think Mr. Frost had a conversation with my wife at that first call. He had spoken to her before on the subject, I believe. It was a few days after when Mr. Frost called again. Nathaniel J. Crane was not then with him. Mr. Frost had seen my wife, but I was alone when he saw me; he said my wife was willing to take a thousand dollars, and they all were willing to 40 take that, and he wanted me to agree to take that; I told him that if all the rest were willing to sign off, and Jones (Nathaniel J. Crane) had all the estate, he might let my wife have hers. I think he said that Jones (Nathaniel J. Crane) said, if he could not have the whole place, he would not have it, but would sell out his share and leave the whole concern. Then I asked him to give us an inventory.

I had asked him before what the whole personal estate was worth. He said he did not know. Then I asked him to let us have an inventory of the property, and let them know, that they might see what they were giving to Jones (Nathaniel J. Crane.) He said no, that could not be done, they could not make out an inventory until it was settled; until we signed off. I told him I did not feel willing to sign off until I had seen my wife, and heard what she said. He said he had seen her, and she was willing and was anxious to have it settled. There might have been something more said, but I do n't re- 10 collect. He said he would call again in a day or two, and wanted me to make up my mind. He called in a short time again, I don't recollect how long. I was not at home: my wife said Mr. Frost had called, and she was quite displeased that I would not settle. Shortly after this, Mr. Frost called again and saw me, and asked me if I was willing to settle. I told him I was not willing without knowing something about what the property was worth. He then said I was going to make a breach in the family; he said my wife was willing and anxious to have it settled. I then said if she was willing 20 to give her right away, I would not make any more opposition. And from his urging and my wife's importunities, I agreed at last to settle. And he said he did not want me to do it so, he wanted me to be willing. I told him I could not consent, as I did not know what the property was worth; there was no inventory, and I could not settle without any inventory or knowing the valuation of the property. He said again that could not be done. He again mentioned about my making a breach in the family. He said he had inquired of others, and they thought it better for the daughters to settle, as the money 30 was worth more to them than the land. But as for my wife, she being married, he thought I could work the land, and the land would be better for her. But as it was, it could be settled in no other way than by our signing off. Then I mentioned to him that my wife has always wished to have something that was her father's; and my wife might well have the corner house and lot. He said he did not know whether Jones (Nathaniel J. Crane) would spare the house and lot. He did not think he (Jones) would. He would see Jones again, and then he would see me, and perhaps they might make a 40 settlement. I think there was something said at that time as to the corner house and lot, and the amount of money that was to be paid, and he said he would see Jones. I think it was a thousand dollars my wife and I agreed to take, and the corner house and lot. There was something said by me that the lot contained an acre and a half, but he said Jones told him it contained two acres, and we ought to throw off fifty dollars; so that made it nine hundred and fifty dollars with the corner

house and lot that we agreed to take. We (my wife and myself) finally executed a deed of release to Nathaniel J. Crane for her interest in the homestead, and for her interest in the whole estate, real and personal. And Nathaniel J. Crane gave his bond to me for the nine hundred and fifty dollars; and all the children signed a quit-claim deed to me for the corner house and lot. I was never informed of the amount of the personal estate before I executed the release; never knew what the amount of the personal estate was, until after Mr. 10 Hewitt showed me a copy of the inventory. After I saw the amount of the personal estate, I saw they had given away more than their share. I thought so at the time, but for peace' sake, I thought they (the children) had better give it away. I mean to say that my wife had not got her share. Mr. Frost was an uncle to my wife by marriage; he married a sister to Mrs. Crane, my wife's mother. He seemed to have a good deal of influence over my wife; she appeared to place all confidence in him. I think I did hear Mr. Frost mention that the testator had given Amanda eight hundred dollars; and he had 20 heard her mother say that he meant to give Amanda as much as the others. And he had no doubt that was his, the testator's, intention, and he thought it would amount to as much as that a piece.

Cross examined by Mr. Armstrong.

Saith: I have neither given anything, nor agreed to give anything for the expense of carrying on this suit. I have not said I would do all I could to help along in this suit; but have advised them from the first to settle it. I suppose I was living about a quarter of a mile, or a little over, from Mr. Crane's at 30 the time of his death. I was not confined to my bed during the whole of the time of this negotiation—only once. I was up and about at the other times. During this negotiation I might have seen Rachel Ann, (now Mrs. Hewitt,) but not to have any conversation with her on the subject. I do n't recollect of having any conversation with her on the subject previous to the execution of the release; she was at home then part of the time. I had no opportunity to speak to her on the subject; she did not come to see me. Mr. Frost had got them all willing, he said; I was the only one not willing. This re- 40 lease that was executed to me of the corner house, was signed by Rachel Ann. I understood she knew what I was to receive. I think Mr. Frost said they thought it was very hard I should have more than they; but he said he told them it was right, and they agreed to it. I do n't know how much there is in the homestead farm—only by hearsay: I have understood there was from seventy-five to seventy-seven acres. A man would like to have as much as that to farm; for some

men, less would be enough. Fifty acres is a snug farm. As that farm is situated, a man would like to have as much as that contains for the purpose of carrying on farming; there is none too much for a large farmer—as much, too, as one man would want to attend to; we call it a large farm about there. The two acres in the corner are not worth any more for farming, nor for building, than the rest of the farm about the house. There is no call for building-lots there; few tenants that you can get rent of. This corner lot is situated on the corner of the old road leading from Newark to Bloomfield, and the road 10 leading to Belleville. The old road first named, is the more public road. The other is travelled considerably, but not near as much as the first named. This two-acre lot takes in all of the farm that there is fronting on the old road. This corner lot runs up to the garden of the homestead on the Belleville road. It would be worth more for a man to live on, who wanted the garden and the house, than any other part of the farm about the house. Rachel Ann continued to make her home at her father's homestead after his decease, that is, she was there off and on; she worked at Newark part of the time, and 20 went back and forth; she was married at the old homestead. Nathaniel J. Crane has made repairs since he purchased, or since the decease of his father. Do n't know what amount, could not form an estimate: he has renewed and rebuilt the fences, renewed the garden fences, and repaired the other fences. I think he has repaired the front room up stairs, and the basement room of the house, I believe. Can't form any estimate of the expense. Before I executed the release, I asked different persons what they thought the property was worth; but they all declined answering, saying, they did not know. My 30 uncle Moses Smith, whom I asked, said he could not tell.

Re-examined,

Saith: Nathaniel J. Crane has been married, but is not now. These repairs in the house were made after he had got married; he took his wife home there. These repairs were made to suit the convenience of himself and wife. It was a plain house; in good condition, I believe; the cellar kitchen may have wanted something done to it. I recollect of there being a good deal of sickness in the family after Mr. Crane's death. There were three members of the family sick; Mrs. Crane, (the 40 widow,) Eunice, and Nathaniel J. Crane. This was before Rachel Ann was married. Rachel Ann had been at Newark before this, to work at her trade, which was that of a tailoress. I know she went up to her mother's during the sickness of the family and took care of the sick. I do n't recollect how long she was there. It was some time before they all got well. Rachel got sick after they were getting better; she

came over to our house to stay during her sickness; she was there some time sick, do n't recollect how long. Have known of Rachel being at the homestead making clothes for them, acting as a tailoress, before she was married.

(Signed)

ALFRED KEENE.

Sworn and subscribed December 18, 1839, }
before me, THEO. FRELINGHUYSEN, JR., }
Examiner in Chancery.

Charles Farrand, of Essex County, a witness produced, 10
sworn and examined on the part of the complainants, on his oath, saith: I think I have always understood that Nathaniel J. Crane's age was one year younger than my brother's; and it will not vary much from thirty-one years—making Nathaniel J. Crane about thirty-one years old. He lived always at his father's after he came of age. I believe I lived a neighbor. I have always been acquainted with Nathaniel and the family, and I should think Nathaniel J. Crane's services were worth a little more than his board and clothing after he became of age—something more—I should say they were not worth considerably more; not worth as much as a laborer's services. 20
I never saw in Nathaniel J. Crane's hands a note of a man by the name of Storms for sixty or seventy dollars. I think I heard him say he had such a note in his possession. I never heard of any person by the name of Storms living elsewhere than in New York. It must have been Storms of New York. His (Nathaniel J. Crane's) father sold cider to a man there of that name. I do n't recollect how long after the death of his father, I heard him say he had this note; it was shortly after—within two or three weeks; I do not recollect the pre- 30
cise time, but am positive it was before the settlement. In my former examination, I put a valuation on that corner house and lot; and I think it was worth a thousand dollars. I should not be willing to take much less, if any.

Cross-examined by Mr. Armstrong,

Saith: I do not mean to say that Nathaniel J. Crane was either idle, negligent, or dissipated, or extravagant. I never thought his services worth a great deal more, to speak plainly, than his board and clothing. I believe N. J. Crane was always at home, except once he was absent two or three 40
weeks at a trade, before he was of age. I never knew him to be from home at any other time, unless on a visit. I think the amount of that note of Storms' was named: it was in the neighborhood of seventy dollars. It was before the settlement, I think. He told me his mother gave him the note, and said he should have it. This was before the settlement. I think he said the note was given for cider his father sold Storms in

New York. He said he was interested in the cider; it belonged partly to him. His father sold it and obtained the note. I saw Storms once. Don't know whether he failed about that time or not. Exclusive of the buildings, I should think the corner lot would be worth three hundred dollars; and for the house, I should not be willing to take less than seven hundred dollars. I recollect of N. J. Crane and myself buying apples together in the fall of 1831, I think.

Re-examined,

Saith: I don't know whose money it was bought with. 10

(Signed,)

CHARLES FARRAND.

Sworn and subscribed, December 18, 1839, }
before me, THEO. FRELINGHUYSEN, JR., }
Examiner in Chancery.

Adjourned, to meet again to-morrow morning, December 19, 1839, at 10 o'clock, A. M., at the same place.

THEO. FRELINGHUYSEN, JR.,

Examiner in Chancery.

December 18, 1839.

December 19, 1839, met pursuant to adjournment. Present, 20
Mr. Halsted and Mr. Armstrong, as before.

THEO. FRELINGHUYSEN, JR.,

Examiner in Chancery.

Josiah Frost, of Essex county, a witness, produced, sworn and examined on the part of the complainants, on his oath saith: I reside in Orange. I was somewhat acquainted with the family of Joseph Crane, deceased. Joseph Crane's wife and my wife were sisters. Mr. Crane left a will, as I understood; I believe I witnessed it. He appointed Charles R. Akers, executor. He did not act as executor. He proved the will, or had it proved. He came down, and it was proved. Mr. Akers was willing to act, but witness told him there was an appearance of a settlement among them. He said if I could get them to settle, he would not act, and N. J. Crane could administer on the estate afterwards. There was no need, he said, of his acting; it would be better to settle. I did not go to Mr. Akers to induce him not to act; I went to see him very often. He said, if you can bring about a settlement, there will be no need of my acting. I saw Mr. Akers on the subject at his own house. I never saw him away from his house except 30 when he read the will. Nathaniel J. Crane did go with me once or twice to see Mr. Akers. Mr. Akers did not have an inventory made; there was no inventory made until after Nathaniel J. Crane had qualified as Administrator. It was taken on account of the minor. I could not say how long it 40

was after Mr. Crane's death that the proposition was made to the daughters to settle. Mr. Crane being taken away suddenly, the house was wonderfully perplexed, and they (the family) pressed me to come down the next day—the day after the funeral. The next day I went down; there was great sorrow, both on account of the loss of the father and on account of the will. I think the will was read the next day; pretty sure of it. I don't know what Jones said or did, when the will was read; he appeared to be dissatisfied with it, and there did not
 10 appear to be any of the family there satisfied with it. There was no examination of the papers in my presence. After the will was read, and it was found out how it was, that there was a legacy of eight hundred dollars, Rachel Ann said, if I had known how it was, I should rather have had eight hundred dollars in money than my part in the land; and further remarked, what am I to do with the land? And as near as I recollect, I staid all night with them; and this repeated very often, led me to think whether Jones could not give them this amount in money and keep the land. Hannah preferred also
 20 having the money to having land. I went to Phebe, told her: she said, I am willing to do as the rest does. She had a husband, and he kept back. He said it was not a full portion. I asked him if he could make up his mind what he would take. He said not just then. I went home and came down again in a day or two or three, to see the family again. I called at Alfred Keene's as I came down. Mr. Keene was not in; I asked Phebe if he had done anything, or made up his mind to. She said she believed he had made up his mind; that uncle Moses had been there two or three nights, calculating and
 30 making an estimate on it, with Alfred. I asked her what it was. She said, I wont tell you, ask him. Being gone away, I did not see him. I went down to the house of Joseph Crane, deceased, and found the family in the same state of mind that they were in when I was there before. I called at Mr. Akers', and Mr. Akers asked me, in his common way, what progress. Witness told him, I understood by Mr. Keene's wife that he had made up his mind, but I had not seen him, and did not know what it was. I went home and returned again in a few days. Called at Mr. Keene's, found him sick with cholera
 40 morbus in bed, but mending. I asked him if he had made up his mind. He seemed to be reluctant to tell me. He signified No, or something to that effect. His wife spoke to him and said, you have made up your mind, and why can't you tell uncle Frost? I turned to Keene and said, if you have made up your mind, you ought to tell me what it was; it won't make any difference. And then he told me. He had got over his sickness in his stomach, and his pains, but was then in bed, and the next day, I think, he was out again. He told me that it

was fifteen hundred dollars a share, and he would take that, and nothing less. I then went on down to the house, and told Jones how he had made up his mind. Jones said, then I shall give up, I shall not think of ever settling. I said to Jones, let us make a calculation, and see whether it is out of the way or not; see as nigh as we can. We commenced, first with the Caldwell land; that we came at, we thought, very correctly; for his father had offered it, and he knew his price. We calculated the corner lot, that Mr. Keene got; that we knew what his father had given for it, and also what the expense of building the house was. We went on then to calculate the rest of the property, as far as we could, according to the valuation of the corner lot, and found what that was worth; we did not make a deduction for the half of the cider house and the acre of land adjoining; we calculated it all in. We went on and calculated as near as we could, the moveable property; we could not tell exactly, but made it as near as we could in our minds. After we got through making our calculation, it came to fifteen hundred dollars a share, and a little over; how much, I don't recollect. I told Jones that he and Mr. Keene's uncle Moses came out nearly alike in their calculations. Well, Jones said, it comes to more than I expected. I told him it came to more than I expected; I had not made so large a calculation. Well, now, said I, if it amounts to as much as that, you must calculate to give the girls more than eight hundred dollars. Well, said he, how much? Said I, if you give them a thousand dollars a piece, and answer for the debts and legacies, it will be no more than you ought to do. He says, it will involve me so, I will be so in debt, I shall never get out of it; they had better sell the property all together, and he would take his part of the money and go and seek his fortune. I told him, Jones, your mother has taken care of you in your helpless moments, that I felt tenderly for the mother, and for all the family; I told him he need not expect to prosper if he left his mother and sister and went off and left them. I pressed upon him in that feeling manner that he was affected; said he, I will stay and see the worst of it—I won't leave them. Then he went on to try and conclude the compromise. I felt for the whole family; I felt that Phebe ought to have a home she could call her own. I proposed for them (Keene and Phebe) to take the corner house and lot. They seemed to be willing to take it if we could come upon a price. I then went to Jones and asked what he would take for it, what would be his price. He was very loth to give it up. I told him she must have a home, and you must agree to give it up. Jones finally agreed to let Phebe have it at the price it had cost his father, five hundred dollars. Mr. Keene and I supposed it to be an acre and a half in the lot, but Jones said there was two acres

in the lot. Keene had calculated for one acre and a half at one hundred dollars an acre. I went to Keene and said he must allow for half an acre more, for two acres, as Jones said that was the size of the lot. Keene agreed to allow the fifty dollars for the additional half acre. An agreement was made with Mr. Keene, and then we went to the homestead. I went in and asked Rachel, are you willing to take the eight hundred dollars as you have offered? She said she did not know but she should, rather than to take the land. Said I, Rachel, the
 10 share amounts to fifteen hundred dollars, as near as we can make it; we have calculated that there is about two hundred dollars debts, as near as we can come at it; there was eight hundred dollars legacy, being five heirs, it would make ~~three~~ ^{two} hundred dollars a piece that they would have to pay, and there is the mother's thirds. Now, said I, Jones has agreed to give you a thousand dollars and take all the debts and legacies on himself. I asked her if she would be entirely satisfied with that, as equivalent to the fifteen hundred dollars. She said, yes, uncle, I will, entirely satisfied. Well now, said I, I
 20 have told Jones, as you have been getting considerable clothing on a funeral occasion, that he must pay for them. She clapped her hands and said, I will never open my mouth if it should be worth ten times as much; she seemed to be settled at that. However, I told her a week before, after we had come to a conclusion to go to her uncle Moses and her uncle Daniel, her father's brothers, or any of her friends, and inquire of them. She said she was satisfied. I took it she had inquired; she did not say so. I think this was about three weeks after Mr. Crane's death. I, for my own satisfaction, to
 30 think it was settled right, supposing it to be worth fifteen hundred dollars a share, wanted to know what would be a proper equivalent, and I inquired. Stephen D. Day, Esq., of Orange, was standing by, telling him that it had been calculated at fifteen hundred dollars a share, and we wanted to know what would be a fair equivalent; I stated that we had agreed on a thousand dollars a piece, leaving the estate subject to all encumbrances; I mean that the thousand dollars, free from all encumbrances of debts and legacies, was equivalent to the fifteen hundred dollars, subject to those debts, legacies and encumbrances; by encumbrances I mean the widow's
 40 dower. Esq. Day said, if it was my daughter, I should advise her to take the thousand dollars. Kingsley, who stood by, also spoke and said, Yes, I too. Going home from them, I met Esq. Mead, of Bloomfield; I put the question to him in the same way. He said, I think it is equivalent enough. I then went to Lewis Munn, another uncle. He married a sister of Mrs. Crane's. I told him all concerning the business, and asked his opinion. He says, I do n't believe Joe Crane would

ever have calculated his property worth so much; he said he thought a thousand dollars a good compensation for the fifteen hundred dollars, under the circumstances of the things. In the calculation we valued the Caldwell property at one thousand dollars; I think that was the valuation Mr. Crane put on it in his lifetime. I do not recollect what we valued the salt meadow at; we calculated part of the homestead at the same price we calculated the corner lot at, part of it not so high. I do not recollect what quantity of the homestead farm we calculated at the same price we did the corner lot. Can't tell 10 now what we calculated the whole homestead at. I think I first spoke to Alfred respecting the homestead lot; we supposed it to be worth five hundred dollars, being two acres. I could not say how many conversations I had with Phebe; I was there back and forth; I was with the family half the time nearly, during the two or three weeks after the death of Mr. Crane, and I was never at the homestead without calling at Mr. Keene's and Mr. Akers', and letting them know all the circumstances. I could not tell how many conversations I had with Phebe alone; I did talk with Phebe alone on the subject. 20 I think I did more than once. I suppose Phebe had confidence in me as her uncle. She also had confidence in her husband. During the negotiation with Alfred, do not recollect of his asking for an inventory; never mentioned it; he only said, he was not ready to settle yet. Never heard anything of the inventory until after the settlement. I only heard him say before the settlement was agreed on, that he was not ready to make up his mind. I remember of speaking to Alfred and Phebe of the eight hundred dollars given to Amanda. I spoke of it frequently, and it was that brought about the idea of set- 30 tlement. I remember saying to Alfred and Phebe, of hearing Amanda's mother say, that Mr. Crane had told her he meant to make Amanda equal to the others. Mr. Akers told Amanda's mother, Well, I don't know but he has. I remember of saying to Alfred and Phebe, that I had no doubt that was Mr. Crane's intention. I had no doubt at that time, nor have I any at this day, that that was intended by Mr. Crane as an equal share. Think he did not value his property so high as some people do now. I don't recollect of hearing Mr. Crane speak of the value of the homestead farm; never heard him put any 40 valuation upon it. I don't recollect now what Jones and I valued the homestead farm at; Jones just sat down and figured it up, and I can't recollect.

I always held out the inducement to the girls, that if it was settled they would have a home to go to. I stood and looked at the paper while Jones was figuring it; both were looking upon the same paper. He did not give me a copy of it; all we were seeking for was to know how it would come out. I

did not take that paper and show it to Alfred and Phebe, or the girls. Jones did not ask me to take the paper and show it to the girls. After Jones and I had made the calculation, we concluded to make some other arrangement from the eight hundred dollars. I told him he must give more than the eight hundred dollars to the girls. Jones and I made the calculation without having the papers of the estate before him. Do not recollect what the moveables were put at in that calculation; can't exactly tell; it runs in my mind we put them at a thousand dollars, but I won't be positive what it was. Rachel Ann seemed to have confidence in me, or in her own mind, or in somebody else. I urged her to inquire and be perfectly satisfied. I do not know whether she consulted anybody else, but I do know that she always expressed herself satisfied, except that Keene had got too much. I do not remember of saying to Rachel Ann, that I could have got her to take eight hundred dollars. If Rachel Ann did not think eight hundred dollars was right, she would not have taken it. Don't think she had that confidence in me as to take what I advised, if she did not think it right. I should not suppose she would have thought it right because I advised it; she had mind enough of her own, and she placed as much confidence in that as in me.

I do n't know what the corner house cost, only what N. J. Crane's father said; I think he said three hundred dollars. I should not think it could be built for three hundred dollars, unless the builder did a good deal of the work himself, and made no account of it. It must have been calculated by Keene and myself for more than that, for we valued it at five hundred dollars, considering it only an acre and a half. I should hardly think the house would have cost five hundred dollars; it could not have cost much less. I am unacquainted with such work, and should not know what to say it was worth to build such a house. No inventory of the personal estate was ever exhibited to me before the settlement; none ever was taken until Jones became Administrator.

I spoke to Hannah on this subject. Rachel and Hannah and the mother and the other sisters were generally present at the time I talked of this matter. I do n't know that I ever advised Hannah to take the eight hundred dollars or thousand dollars. She said, as the rest settle, so will I. Hannah is troubled with fits or spasms; when she was afflicted with the fits she frequently fell upon the floor, and if she did not hurt her head, as the poor girl frequently did, she would soon come to her right mind again. She was afflicted with this some years before her father's death; can't recollect how many; I think she is still subject to the same complaint. Ashbel W. Corey, deceased, drew the papers that passed between these parties. He drew the will. I gave Mr. Corey

instructions to draw the bonds, as I received them; I gave no instructions as to Keene's, but as to the others I had instructions, and gave them as I received them. Jones and I went together to Mr. Corey's. Before he went away to get the writings drawn, I had particular instructions respecting them, so as to prevent making a will. I went with N. J. Crane to Mr. Corey to have the bonds drawn, and they were drawn according to the particular instructions I had received and gave. I remember saying to Rachel, that Phebe was getting more than her fair share; Rachel said, Alfred demands more than his 10 portion, and therefore he shall have none of my property; I will make a will first. Witness then told her that if she was resolved on that, she need not be at that expense; I can get a bond drawn that will answer as well; the lawyer knows how. Hannah expressed the same thing; she would have the bond drawn for her in the same way.

Cross-examined by Mr. Armstrong,

Saith: I had been in the habit of visiting at Mr. Crane's before his death very frequently. I had been with him as nurse, during his last sickness. Jones and his sisters appeared to be 20 dissatisfied with the will; all but Keene. The principal ground of dissatisfaction was, that they did not know what to do with the land. I mean the girls that lived home. Jones was dissatisfied because he was left only one half of the cider house and an acre of land more than the girls, as he had worked for his father. Did not hear an objection from any of them as to the division of the land, except what was said as to the eight hundred dollars, and except that Jones said it was not fit to be divided, and if he could not get the whole, he would sell out his interest and have nothing to do with it, as 30 the farm was not fit to be divided. It would have made very narrow fronts to have divided the farm into five parts. It would have injured the farm greatly as a farm, I should think.

Nobody would have wanted a less farm than the whole of it, if they had undertook to farm. I first proposed that Jones should buy out his sisters, after hearing their offers. He was very unwilling at first; he said it would involve him so in debt, he should never get out of it. The matter was principally settled by me, I suppose. I did not act at Jones' request nor as his agent in the transaction. He was not willing to fall 40 in with it in the first place, and could not, therefore, have requested it. It was my proposition. My sole motive was to benefit the family and keep them together. I did what I thought was right at the time. The family was near and dear to me, and still are, and I could not see the family gone away, and the mother neglected. There was no secrecy nor attempt to conceal from one any arrangement proposed with another.

They were generally all together. No secret, except one thing, that was, Jones felt dissatisfied about the will after his laboring so long for his father. His lawyer told him that he could recover wages for that time, and if he had bought and sold, he would be considered an agent, and be allowed more than a common laborer, which he would have tried to obtain had they not settled; therefore I thought it proper not to mention the thing, as they were about compromising the thing and settling. The proposal at all times and the understanding
 10 was, that they were to release all their interest in the whole estate, both real and personal. Jones did not request me to see Mr. Akers, and request him not to prove the will—not to my recollection. I went to see Mr. Akers always when I went back and forth. He seemed to approve of my proceedings. Neither I nor Jones requested him not to make an inventory, as far as I know. I presumed Akers would make no inventory if he did n't prove the will. I did not attempt to keep secret from Mr. Keene what has passed between me and his wife. I never did that; was willing they should all know. I did
 20 not take him to be, at any of my interviews with him, so enfeebled by sickness as to be unable to do business. I have no doubt, that whenever I spoke to him on the subject, he was as competent to do business as he ever was. There was no effort or wish on my part to force him to a settlement without an opportunity to inform himself. I urged him to make up his mind. His calculations were all made and got ready before he was taken sick. It appears to me Jones went with me to Mr. Keene's once, but I won't be positive. I am not
 30 sure, but if he did, he never took an active part in it. It appears to me that Jones and I had once been to Mr. Akers'; we called in at Mr. Keene's on our return. I never heard of Mr. Keene's having any interview with Jones, except that one, and I am not sure he went with me then; but I rather think he did. The widow was generally present in all conversations, except when I was talking with Jones, and urging him to the settlement, telling him he would have it hard for a year or two, but he could sell off all he could spare. I do n't know where Mr. Crane's papers were at this time; I have no reason to believe Jones had them. I told the sisters what Jones and
 40 I had calculated the shares. I thought them correct then, and told them so, and I still think they were correct. I told the sisters that Mr. Keene and his uncle thought the same, and had made the same calculation; I mean Moses Smith, when I speak of Mr. Keene's uncle. Keene was perfectly satisfied after the papers were executed. I always heard him express full satisfaction, and heard no dissatisfaction. Never did from any of them until Rachel Ann got married. Mr. Crane had a brother named Moses. In the estimate Jones and I made, we

made an estimate of the whole homestead together. It was part of the arrangement that Hannah and Rachel Ann should have a home there. Witness told them that if they were taken sick they might come home there and stay there; and Jones assented to it. When I told Hannah and Rachel Ann that Keene had demanded fifteen hundred dollars, they did not claim more. It was then standing at their offer of eight hundred dollars. They complained that Mr. Keene had got a previous setting out from their father, at the time of his marriage, and now would not settle for less than a full amount; 10 that they had got enough, and Keene asked too much; this was the reason of their directing the bonds to be written as they were, so that Keene should have none of their property. Rachel Ann said she would make a will before Keene should ever have any of her property; and Hannah said, so she would too. They expressed this determination more than once—several times. When I was going to the lawyer to have the bonds drawn, she (Rachel Ann) said, uncle Frost, do you get the papers drawn as you said; and I gave orders for them to be written so, and they came home so, and they were 20 satisfied with them. Mr. Corey came up and brought the papers with him and read them to the girls. He opened them and said, I have written them according to your orders; and opened them and handing them to them said, You can recover them yourselves, but no one else can recover them, or words to that effect. I frequently talked to them afterwards when I was down there; they appeared to understand that the bonds were drawn designedly in that way. It was their wish, express wish. It was their own suggestion to have the bonds drawn in that way. I told Rachel she could demand it to-day 30 or to-morrow, or whenever she pleased, if she changed her opinion, and then it was her own. They appeared to be in perfect harmony and love. I was often there after the settlement; I never heard any dissatisfaction, but rather to the contrary. Rachel Ann, two years afterwards, said, I had got two hundred dollars more for her than she ever expected, and expressed her thankfulness to witness for it. The fits to which Hannah was subject had impaired her faculties in some measure. Seven years ago I did not think Hannah was much impaired in her faculties, not so but what she was capable of 40 understanding and doing any business she was required to do. Her questions and answers were with as much discretion as any one of them, when we were settling the business. She seemed to feel as if she was neglected in company, and to feel diffident, but if any one she was acquainted with sat down to converse with her, she would talk with as much judgment and sense as any of the sisters. There was full opportunity between the commencement of this negotiation and the close,

for all the parties to inquire and reflect upon it. It was something not far from three weeks. It was the common talk; neighbors passing and repassing would inquire how they were likely to get through. I told them well enough, I thought. Some would say, I would never get a settlement with them—I could not. I spoke to several of them after the settlement, and they all expressed their satisfaction. There was no dissatisfaction until she (Rachel Ann) got married.

The reason that the bonds were taken one year without interest was, because I said that if the executor settled the estate, they could not get any interest during a year, for the executor had a year to settle the estate; on that consideration I told Jones he must pay for the mourning apparel of his sisters. I don't recollect exactly how old Rachel Ann was at that time; she was over twenty-one. Hannah is older than Rachel Ann. Hannah and her mother have always continued to reside with Jones at the homestead. Jones has been the head of the family, in a point. His mother has lived there until he got married, and done as she did before the death of
 20 Mr. Crane. After Jones got married, they became two families; she lived in one part of the house and Jones in another; since the death of Jones' wife, they live as they used to do before; again they continue altogether. I believe Jones had continued at home from the time he became of age until his father's death. I should suppose he earned enough to pay his expenses; I never heard his father complain of him; his father is a pretty working man, and the rest must work around him. I never knew of Jones using any means to hasten his sisters in the settlement; and when I went to see him it was
 30 seldom he said anything, when they were talking with his sisters, unless witness asked him a question. I had more difficulty with Jones than I had with any of them, to induce them to agree to a settlement, as it was finally made; more difficulty with Jones than with Keene. After the terms of the settlement were agreed upon, I had no trouble with any of them; they all appeared to be satisfied. It was most difficult to induce Jones to agree to the terms of the settlement.

Re-examined by Mr. Halsted,

Saith: The mother appeared to be satisfied to have the settlement made, and has expressed satisfaction ever since, in it.
 40 The widow kept the keys of Mr. Crane's papers. I heard Jones say, he never had seen the papers, nor knew anything about them. I have no idea that the girls ever saw the papers; I mean before the settlement in both cases.

(Signed)

JOSIAH FROST.

Sworn and subscribed, December 19, 1839, }
 before me, THEO. FRELINGHUYSEN, JR., }
Examiner in Chancery.

- dred dollars, although it might. The cider-house and the ground on which it stood at that time, in the fall of 1832, I cannot speak positively of its value: I should say, four hundred dollars—that is more than I would give for it. For an acre of land adjoining the cider-house, the price I would take would depend upon the person to whom I sold it, and for what purposes I should sell it. To some, if it was going to benefit me, I might sell it for twenty-five or fifty dollars; and to others, I might not be willing to sell it for five hundred dollars.
- 10 If I owned the residue of the farm, I should be willing to give for this one acre from seventy-five to one hundred dollars. The site of the cider-house is nearly opposite the house, on the opposite side of the road. If I was willing to give five thousand dollars for the whole of the property, I would not give one thousand for an undivided fifth part thereof. I do not think that property could be divided into five parts equal in value—nor many farms that I know of—without great injury to the farm. I would not, in the fall of 1832, have been willing to give thirty dollars an acre for an undivided fifth part
- 20 of that farm, and would not now, although I want land. Since 1832, I have bought land for forty dollars an acre, well fenced, and immediately on the bank of the canal. About six years ago I bought it. Don't know that land was much higher in 1835 than it was in 1832. This was sold at public auction. It was not on any road, nor within fifty yards of a road. This land was as good as the average of land on Mr. Crane's farm; it was about one hundred yards from my house. Mr. Crane has some very good land, and some very poor. I think it must have been about eight or ten years ago, that in the neighbor-
- 30 hood of Mr. Farrand, near Mr. Crane's, it was very sickly. Some of the neighbors, I know, talked of selling out: sickness pervaded the neighborhood generally. The sickness was attributed to the raising of the water in the mill-dam, within a quarter of a mile of Mr. Crane's house—less than a quarter. This was a very prevalent idea in the neighborhood, and I think during the sickness it had an effect on the value of property for four or five years. Indeed, I know it had. I am not sufficiently acquainted with Mr. Crane's salt meadow land, or Caldwell land, to speak of its value: I do not think
- 40 that any salt meadow, when a person is obliged to take the hay off in the winter, is worth more than ten dollars an acre.

Cross-examined by Mr. Halsted.

I do not know exactly how many acres of land are in this homestead farm of Mr. Crane—think about seventy or eighty; have understood there was about that. Do not know exactly how much of that was wood land, but should judge from nine to fifteen acres. Do not know that I can come within several

acres of it. Have walked over the land several times. I believe Mr. Joseph Crane generally raised good crops. He was a good farmer. Eight years ago, tillable land in my neighborhood, good cultivated land, would produce the interest of an hundred dollars an acre, but it must be good land; take my whole neighborhood together, I do n't think it would. There is a month in some winters when farmers can sell hay in New-York for about fifteen dollars a ton. The house, eight years ago, was a stone building, not a large one, a story and a half high, with a one-story kitchen of stone. The out-build-¹⁰ ings were—a barn of the ordinary size, not a large one, it had been built from thirty to fifty years, quite old. There was an old wagon-house too: this was besides the cider-house and corn-crib; house and barn built at the same time, I suppose.

(Signed) HUGH F. RANDOLPH.

Sworn and subscribed, June 18th, 1841, }
 before me, T. FRELINGHUYSEN, Jr., }
Examiner in Chancery.

Lewis Munn, a witness produced, sworn and examined on the part of Nathaniel J. Crane, deposeth and saith: I reside in²⁰ the eastern part of the township of Orange, in Essex county. Mr. Joseph Crane and I married sisters, and I have known him from 1806 till his death. He occupied the same place all the time I knew him; was born there, and brought up there, and lived there till his death; so I presume: I was often there during his life; walked over the farm once or oftener every year. I am a farmer, and noticed what I saw on the farm. Mrs. Crane must be now not far from seventy years old. Her health is perhaps as good now as it is with women generally at that age. In 1832 her health was poor. The health of the people³⁰ in that neighborhood was generally poor in 1832.

I have never heard from any of the family how many acres the homestead farm contains, but I should think it contains from sixty to seventy acres. Cannot tell how long ago the dwelling house and barn were built. They have had the appearance of old buildings ever since I have known them. I think I have heard Joseph Crane say they were built before his recollection. The cider house was built about a year before Mr. Joseph Crane's death. In the fall of 1832 I should think the homestead farm of Joseph Crane, with the buildings,⁴⁰ was worth sixty dollars an acre. In this estimate, I do not include the house in the corner and two acres of land attached. I think this corner house with two acres, would, in 1832, be worth five hundred dollars—not more. The house was built cheaply—of field stone. The land, situate as it is, I value at two hundred dollars. It was in poor fence and not in a high state of cultivation. I understood at the time, the cider house

cost from three to four hundred dollars. The building and the land it stands upon I then considered worth four hundred dollars. A single acre adjoining the cider house, without considering to whom it was sold, would be worth one hundred dollars. If I had owned the residence of the farm, but that one acre, I should not have been willing to have had that acre sold to any one else, if I could have got it for seventy-five dollars. The farm is very badly situated to be divided. It would not be worth while for a man to bend his attention to a smaller
 10 farm than the homestead. There is but little front, say from twenty-five to thirty rods. It would make a material difference in the value of the farm per acre whether it was sold all together or sold in five undivided parts. The value of an undivided fifth part would not be more than thirty-five dollars per acre. The farm could not well be divided. Mr. Joseph Crane, before his death, had sold some wood off of the Caldwell land. He had made a vendue and sold it. He sold the principal part of the wood—all that was fit to sell. The land, after the wood was cut off, was worth from ten to twelve
 20 dollars an acre. I know where Mr. Crane's lots of salt meadow were—he owned from eight to twelve acres. I should suppose it worth, in 1832, ten dollars per acre, as to the most of it, not the bank meadow, two-thirds of eight acres of it worth ten dollars per acre; the rest of the eight acres worth very little. The hay cannot be got off except in winter. I own a lot adjoining the eight acres. In the bank meadow Mr. Crane also owned about two acres. This, in 1832, was of little or no value. It is no better now. I was one of the appraisers of the personal property with John Sidman.

30 In making that inventory, it was my guide to put that property at what I thought it would sell for; what it was worth; what I would give, if I wanted it; or what I would sell it for if I wished to sell it. I am acquainted with all Mr. Joseph Crane's children. I do n't know that I had any conversation with the children on this subject until after the arrangement had been made.

Rachel Ann, wife of Francis Hewitt, told me they had made an arrangement, and that Nathl. J. Crane had given her his bond for one thousand dollars, and she volunteered to
 40 say that she would rather have had eight hundred dollars left her in money in the will, than her share under the will. I said nothing to draw this from her. She bragged that she was two hundred dollars better than she would have been satisfied with. I recollect an answer she gave to her husband the first time I saw her after her marriage. She and her husband and myself were at the homestead together, no one else present; Mr. Hewitt invited me to take a walk out on the farm, he said he wanted me to value it. I told him it was

warm, I did not care to go. Then Mrs. Hewitt said that she did not know why he should care to go and value the farm, as she had settled for it with her brother. She did not care what it was worth, she was satisfied. He said he did not know but what he should make an exchange with Jones. Exchange his property in New-York with Jones. Witness on that day or some time afterwards, told Jones that he thought he was going to have trouble with Hewitt. Prior to Hewitt's marriage, I did not hear the least dissatisfaction expressed by any of the family about this arrangement. The family continued to re-¹⁰side together after Mr. Crane's death as before. Rachel Ann expressed her satisfaction after the arrangement that the place was like to be kept together. I understood that she was married at the old residence there. Part of my family was invited. Jones had been brought up, and had assisted on the farm until his father's death. About the time of Mr. Joseph Crane's death, I know there was a great deal of sickness in the neighborhood for two or three years. They had the owner of the mill dam indicted. There was a good deal of sickness in Mr. Crane's family. This sickness was generally attributed to²⁰ the mill dam; it was so in Mr. Crane's family; Mr. Crane had abandoned cultivating, shortly before his death, the land situated north-west of the canal. The canal leaked a good deal.

Cross-Examined.

The canal cut off from the farm from eight to twelve acres. I should think there was ten or twelve acres of wood land at the time of Mr. Crane's death. Some of the wood was pretty heavy, and some of it small. I know of Nathl. J. Crane's selling off about five or six acres of wood since his father's death. ³⁰ Never heard him say what it produced him.

(Signed)

LEWIS MUNN.

Sworn and subscribed, June 18, 1841, }
 before me, T. FRELINGHUYSEN, JR., }
Examiner in Chancery.

sister. Hannah lived in the family with him. I usually saw her, and conversed with her when I was there. Do n't recollect any time that I ever noticed that her memory was impaired. I could not recollect any time whenever, except a few minutes after she had one of these attacks. I was in the habit of talking with her as I would with any other person I was visiting. My sister who married Mr. Crane is not living; she left no family.

Cross-examined by Mr. Halsted,

Saith:—Before Mr. Crane's death, I had been in the habit 10 of visiting at Mr. Crane's house, and of making Hannah's dresses. Two or three years before Mr. Crane's death, I married, and left the neighborhood. Could not tell how long before my marriage that I made the last dress for Hannah; I think it is probable that I did about a year before my marriage, though I cannot state precisely. I removed about a half a mile from my father's house, and about a mile and a half, or two miles, from Mr. Crane's house. After my marriage I did not see Hannah a great deal, until within three or four years of her death. I might be mistaken in that, it might 20 be five years, perhaps, since my sister married in the family; I did not see her much, if at all, except at her father's funeral, from the time of my marriage to the time my sister married in the family. I do not recollect seeing her at any other time but at the funeral of her father. It is about five years ago that my sister married in the family. I think, when I made dresses for Hannah, she and her elder sister had their dresses made alike. Within the last three or four years of her life she may not have had her dresses made so tasty quite, as she did not go out visiting as much. She was at my house once 30 during the last two or three years of her life. I do not know of her visiting in company, as other young ladies, during the last four or five years of her life. I conversed with her at her brother's, where she resided during the last three or four years of her life. I do n't think Hannah took any part in the domestic duties of the house. When I saw her, she was talkative and friendly. The other daughters were not at home after my sister was married, except the younger daughter, who was at home. I always thought that her mind was good. She was a little childish at times, but I thought she 40 knew all that was about her, and all that she did, and they did. I was married in 1829, on the 8th day of October. I recollect the circumstance of Mr. Crane's death, but not the day, or month, or year. Mr. Nathaniel J. Crane lost his first wife: he has a second wife. He married Dr. Eliezer Ward's daughter. I married Dr. Ward's brother. While Mr. N. J. Crane's first wife was living, Mrs. Joseph Crane lived in a

separate part of the house, and Hannah lived with her, for some time before my sister's death; cannot tell how long. My visits were to my sister, but I saw all the family always.

(Signed)

JULIA A. WARD.

Sworn and subscribed, Sept 1, 1841, before }
 me, THEO. FRELINGHUYSEN, JR., *Exami-* }
ner in Chancery.

Harriet Frost, a witness produced, sworn and examined on the part of Nathaniel J. Crane, deposeth and saith: I am a
 10 cousin of Mrs. Hewitt and Mr. Nathaniel J. Crane. I have been in the habit of visiting in the family of Joseph Crane, deceased. Mrs. Joseph Crane and my mother were sisters. I have been in the habit of visiting there once a year of late; formerly I visited there several times a year, and was in the habit of spending several days. The members of my family were formerly in the habit of visiting Mr. Crane's family; those that remain at home are still in the habit of visiting in Mr. Crane's family. Cannot tell the precise time when Hannah Crane was first attacked with epilepsy, think it was
 20 twenty years ago, eighteen or twenty; I never thought her understanding was affected by these attacks, any more than she became more childlike, as any person would, secluded from society as she was. When I visited there I was in the habit of conversing with her freely; she was disposed to hold conversation with those she was acquainted with; she had a diffidence to converse with strangers, but not with those she was intimate with; in my conversations with her, she talked rationally and intelligently, as much so as before she was attacked, as far as I could discover, on any subject she was inter-
 30 ested in or acquainted with. I never discovered any defect in her memory; it does not occur to me of any particular instance; I have no recollection of any such general fact as defect of memory. I was in the habit of talking with her as I would with any other person on general matters, so far as she was acquainted with them. I was there frequently when she had these attacks; immediately after these attacks her faculties were impaired, but only for a short period. The family continued together after Mr. Crane's death; Mrs. Hewitt resided there the principal part of the time, for her stated home,
 40 after Mr. Crane's death; she was married there; the friends of the family were invited there, and the usual entertainment made. I recollect of her speaking of Mr. Crane's house as her home. I recollect of hearing her speak prior to her marriage of the settlement of the father's estate; I have heard her express satisfaction at everything except that the brother-in-law should have more than the rest; I have heard her express dissatisfaction at that. I have frequently and repeatedly heard her express her satisfaction except in that respect.

She felt that the married sister, Mrs. Keene, had no right to a greater portion, but ought to be equal to the rest; that Mrs. Keene ought to have been willing to take the same amount that she received. Never heard Mrs. Hewitt express any purpose or intention as to the disposition she would make of her portion of the estate.

I have heard her express her satisfaction a number of times prior to her marriage at the settlement; do n't recollect how shortly before her marriage I heard her express herself in this way. Never heard her express herself in any other way prior to her marriage, nor any different feelings to it prior to her marriage. Hannah and myself were nearly of the same age, so as to be associates.

Cross-examined by Mr. Halsted.

I am forty years of age; am a daughter of Mr. Josiah Frost, reside at home with my father; never was married. By childlike I meant childish, by which I mean that Hannah was no more so than any person would be from having any sickness and being kept home in consequence of the same, or from any other cause. I mean that any person who was in the habit of not mingling in society would become more or less childlike; and I thought her faculties were no more impaired than that. She always after her first attack had a delicacy of mingling in society, from fear of being suddenly attacked; she has so stated to me. I never discovered any more of this childishness up to her last sickness. The attacks became more and more severe, but I can't say they became more frequent from the time she was first taken; when she was first attacked, they were but slight. Can't say how long previous to her father's death, she had harder attacks. Do not know whether her disease was finally the cause of her death. It was thought to be the apoplexy that caused her death; she was seized differently from what she had been when she had those attacks. I recollect Mrs. Hewitt, when single, living in Newark, but it did not occur to my mind whether it was before or after, but think it was after her father's death.

(Signed)

HARRIET FROST.

Sworn and subscribed, September 1, 1841, }
before me, THEO. FRELINGHUYSEN, JR., }
Examiner in Chancery.

40

Peter S. Cooman, a witness, produced, sworn and examined on the part of N. J. Crane, deposeth and saith: I reside a little over a half a mile from the late residence of Joseph Crane, deceased; do n't know that it is so far. I have lived there about thirty years; brought up in the neighborhood, a short distance from it; am acquainted with the dwelling house and farm

Mr. Crane occupied. I have been over the land and am pretty well acquainted with it. In the fall of 1832 that homestead farm was not worth over from fifty to fifty-five dollars an acre. I include, in this estimate, the buildings; I include, also, the house on the corner. Some part of the farm is very poor. The house on the corner and two acres of land, I should say, in 1832, was worth six or seven hundred dollars. I built the house on the corner for Mr. Crane; am a mason by trade. The corner house had been built a considerable number of
 10 years before 1832; cannot tell how many; I should say it was eighteen or twenty years ago. It is a common house, good outside wall, well hammer-dressed; a stone house not laid in courses. The inside was plainly finished. I should think it had cost about six hundred dollars; five or six; do n't know what the wages were at that time; it is likely they were not high at that time. Mr. Crane's dwelling house is not so very old a building, but it has been there as long as I can remember it. It was considerably out of repair; I have made considerable repairs to it since Mr. Crane's death. The barn
 20 and other out-buildings on the same side of the road with the dwelling house, which includes all the buildings except the cider house, were, at the time of Mr. Crane's death, quite old. I helped build the cider house; it was of stone; it was twelve or thirteen years ago. I think it was worth a good deal at that time; a good cider house then; I should not wonder if it cost Mr. Crane six or seven hundred dollars. Some of the land along the road is very good, but some of the land back is very poor. I should think the land adjoining the cider house is as good as any on the farm. There is but small front to the
 30 farm. The rear of the farm does not lie contiguous to any public road; I do n't think any public road could be laid any where else on the farm without more expense than it would ever be worth. The Morris canal runs through it; considerable lies north-west of the canal. That part would cost as much to fence it as the land would be worth, I think; and should think the homestead contained sixty or seventy acres; a snug farm and not more. There was a good deal of difference in the value of the land in different parts of it; that near the house was very good. Part of the farm lies so far from
 40 the road, and there is no chance for another road through it. I think it might be divided into five parts, but they would not be very convenient, neither part. There is not a great deal of travel on the road in front; there is now considerable travelling to what there used to be. There have not been any houses built in the neighborhood of Mr. Crane's since I can recollect; some kitchens built and repaired, and a house or two this last season, below it. Do n't think property has changed hands much in that neighborhood within my recollection.

There is an orchard of four or five acres of large trees ; eight acres altogether ; some trees quite small ; cider fruit pretty much all. Orchards are not as valuable as formerly, especially such apples as these. I should think orchards had depreciated one half to what they used to be. There was a good deal of sickness in that neighborhood about the time of Mr. Crane's death, or near it ; the neighborhood attributed the sickness to that mill pond, I think. John Sidman tried to commence a suit against the owners of the mill pond, and all the neighbors were alarmed by it. Nathaniel J. Crane has always 10 been home ; he worked on the farm with his father ; he assisted considerably, for he did work that his father did not want to send hired men after. I think his services were worth more to his father than those of a hired man. I know his father owned land at Caldwell ; have never been on it, I think. I don't think I ever heard Joseph Crane say what he thought his farm was worth. Some part of his farm was woodland, small trees, but pretty thick ; about eight or ten acres altogether, but some of it smaller a great deal. Could not tell what it was worth, it was a good while ago when I saw it. 20 I should say it was worth a hundred dollars an acre. You can buy as good now close to it for a hundred dollars an acre. The land, after the wood was off, was not worth more than twenty or thirty dollars an acre. I know the salt meadow owned by Mr. Crane, on the Newark meadow ; six or eight acres, I should think ; very good quality, worth, I should think, from twenty to twenty-five dollars an acre ; property of that kind not very saleable.

Cross-examined.

The eight or ten acres of woodland laid, I think, on the east 30 side of the canal, but not adjoining it. The orchard is on the same side with the wood. It was cleared land that laid on the west or north-west side of the canal. I don't think the land on the westerly side of the canal has been tilled a great deal. Can't tell how much land laid on the westerly side of the canal, nor what portion of the farm. Don't think that quarter of the farm lies on the west side of the canal. He pastured it part of the time. I don't think I ever saw much corn there. Saw buckwheat there in the old gentleman's time. I suppose Mr. Crane had thirty acres of his farm in a 40 good state of cultivation. Land in a good state of cultivation in that neighborhood, I should think, would be worth sixty or seventy dollars an acre ; not a great deal more. I don't think land very good that won't bear good crops without manure. This needs manure.

This quantity of thirty acres lies adjoining the road on each side.

(Signed) PETER L. COOMAN.
Sworn and subscribed, September 1, 1841, }
before me, THEO. FRELINGHUYSEN, JR., }
Examiner in Chancery.

September 3d, 1841, met pursuant to adjournment. Present, Mr. Halsted and Mr. Armstrong.

10 THEO. FRELINGHUYSEN, JR.,
Examiner in Chancery.

Charlotte Dodd, a witness produced on the part of N. J. Crane, alleging herself of being conscientiously scrupulous of taking an oath, and being duly affirmed, according to law, saith: I have resided where I now live, in Bloomfield township, twenty-three years; I have been acquainted with Mr. Joseph Crane's family upward of twenty-five years. I resided about a mile and a half from his house. I have been in the habit of visiting Mr. Crane's family about once a year, for the last twenty-five years. Some seasons oftener than others, but
20 not at regular intervals. I was acquainted with Hannah Crane during that time; I cannot precisely tell when she was first attacked with this disease, I did not reside at Bloomfield when she was first attacked. As far as I was able to judge, I think her faculties were not so much debilitated as other persons I had seen with this disease. I form this opinion from frequent conversations with her. Previous to her father's death, she always took part in the conversation with me and the rest of the family when I was there. The conversations with her were as with the rest of the family. What I ever
30 could trace in respect to her mind being affected with the disease, was of so little consequence, that I made no account of it. I speak now of the time before her father's death. I never discovered any defect of memory in any small matters, nor in any matters that I can perfectly recollect, nor in any that has made an impression on my mind. About two years subsequent to her father's death, I went to visit at her father's house; Hannah and I conversed on the arrangement of my business; my husband was deceased at the time; and also, on the arrangement of her father's estate. I made an inquiry of her, if
40 she was perfectly satisfied as to the arrangement of her father's business. She told me that she was well satisfied. She appeared to me to understand the arrangement that had been made. In this conversation, if I discovered a defect of memory or understanding, it was so small that I can make no use of it. In my judgment, I should presume she was competent to transact business for herself. That was my view at

the time, and has been since. We were very familiar, and our conversations were very frequent when I went to the house. After this conversation, I had reason to believe that her mind was not so much impaired as was generally thought by common visitors at the house, or strangers, from my own intercourse and personal conversations with her. She was always free to converse with me; my conversations were generally continued with her at some length, perhaps an afternoon, very little interruption. There was a degree of diffidence towards strangers, I always noticed that. 10

Cross-examined by Mr. Halsted.

The conversation in reference to the arrangement of her father's business above mentioned, was the first conversation I had with Hannah after her father's death, and the first I had seen her after her father's death. Can't state how long before her father's death it was that I saw her.

The conversation after her father's death was at the home-stead, in the kitchen at her father's house. Her brother was there part of the time, in and out, and the family were passing to and fro. Do n't recollect that anything had been said by any member of the family respecting the father's estate to Hannah during my visit. The conversation had respecting the estate was between Hannah and myself. I had not on that day, or any previous time, any conversation with any other member of the family as to the settlement of the estate. I knew nothing how the estate had been settled except from a flying report: nothing that I could rely on. I did not state to Hannah in that conversation what I had heard on the subject. Hannah did not state to me how the settlement had been made. Witness made no inquiry as to that. I merely asked if she was perfectly satisfied with the arrangement that had been made. She said she was perfectly satisfied. She was perfectly happy and satisfied, and her family would take care of her. These remarks led me to think Hannah's mind was not so impaired as many judged that it was. On that day, I had different conversations with her and throughout the family, on other subjects. Can't say correctly how long it was before I next saw Hannah. In the conversation with Hannah about the settlement of her father's estate, I was talking about my own business to her, and spoke of the hardness of the law on widows and orphans. I complained that the law was a great imposition on widows and orphans. I had no doubt that Hannah fully understood me, and entered into my views. 30 40

Re-examined.

My conversation with Hannah in reference to the settlement was not had by the request of any member of the family. I

form my opinion of her mind being perfectly clear, from the whole of the conversation had with her at that time.

(Signed)

CHARLOTTE DODD.

Affirmed and subscribed, Sept. 3d, 1841, }
before me, T. FRELINGHUYSEN, JR., }
Examiner in Chancery. }

Phebe Munn, a witness, produced, sworn and examined, on part of N. J. Crane, deposed and saith: I reside in Orange, N. J. Mrs. Joseph Crane and I are sisters. I have been on
10 terms of intimacy with the family, and in the habit of visiting them frequently. I think it is twenty-three or twenty-four years since Hannah was first attacked. When I visited in the family I was in the habit of talking freely with Hannah; I thought her mind was firm and strong, except when she had the spasms. The effects of these fits on her mind seemed to last a very few minutes only, except now and then they lasted longer. I was at Mr. Crane's the day after his death, and staid there one, or two, or three days; can't recollect which. I was there when Mr. Crane's will was read by the family,
20 and heard it read. Do n't recollect any particular thing that was said by the family respecting it.

I recollect that Nathaniel J. Crane seemed to be dissatisfied, and all the girls disappointed, that their father should have made that will; they did not expect, they said, that their father should have made such a will. I had, at this visit, frequent conversations with Hannah, but not concerning the property. I think her mind was strong and firm; I have been in the habit since that time of seeing her very frequently, until her last days. I discovered, towards the close of her life,
30 her mind was something more impaired, though not a great deal more, till her last sickness. The family continued at the homestead after Mr. Crane's death; do not know how much Mrs. Hewitt was there after her father's death. I was there, perhaps, once, and perhaps oftener, every six months; and sometimes saw Mrs. Hewitt there, and sometimes did not, before her marriage. I have heard her speak of the settlement of her father's estate several times; she said she was perfectly satisfied with the way they had settled; I heard her say that. Never heard her express any dissatisfaction with the
40 settlement before her marriage. She was married at the homestead. I was not at the wedding, though I was there two or three days before, and was engaged in making preparations for the wedding. The general preparations for a wedding was made as much as is common.

Cross-examined by Mr. Halsted.

When I was at the house, I frequently asked Hannah questions; we used to talk on a great many subjects. She talked with a great deal of judgment on the subject of religion. My questions were frequently on the subject of religion; that was her conversation in general; it seemed to be her main object. Her mind was very clear on that subject, that she had experienced religion. I never saw that she let worldly affairs trouble her—very little. I would not state whether Nathaniel Jones Crane did or did not cry at the time the will was read, 10 and say he would leave home; do 'nt recollect. I don't recollect what the widow said about it in particular; I would not be willing to undertake to state what she did say.

Re-examined.

We frequently talked with Hannah on other subjects than religion. There were many things said at the time the will was read which I can't recollect. Witness says she has not written her name in a great while, in consequence of the rheumatism in her thumb.

(Signed) her
 Sworn and subscribed by witness making } PHEBE X MUNN, 20
 her mark, before me, Sept. 3d, 1841. } mark.
 T. FRELINGHUYSEN, JR., *Examiner in*
Chancery.

Abigail D. Baldwin, a witness produced, sworn and examined on the part of N. J. Crane, deposeth and saith: I reside in Orange, New Jersey. I am a cousin of Mrs. Hewitt and N. J. Crane. I have been in the habit of visiting the family of Joseph Crane, deceased, all my lifetime. Have visited there two or three times every year. Before I was married 30 I frequently spent a week there. There was two years difference in my age and Hannah Crane's; she and I were on intimate terms. I should think it was twenty-five years since Hannah was first attacked with epileptic fits. I have frequently been at the house when Hannah had her spasms, and when she had her fits, but I never saw her when the fit was on her. Have seen her when she had her spasms. I never thought the fits went to impair her mind; never discovered that it did. Never discovered any defect produced on her memory by them; not in former years. For three or four 40 years before her death she grew childish, but she talked with as much sense as she ever did as long as I visited her. This childishness exhibited itself in fretfulness and the appearance of a child. For the last six or eight years of her life, I think

she did not go much from home. I recollect of her being at my father's two or three times after her father's death. I was in the habit of always conversing with her freely; always took pains to do so, because she would have considered herself slighted unless I had; she being in that situation. I did not confine my conversation to any particular subject; she was free to converse on any subject. I continued for several years after Mr. Crane's death to visit there as I had before, until I was married, about four years ago. I have frequently been present when conversations were had in the presence of Mrs. Hewitt before her marriage, on the subject of the settlement of Mr. Crane's estate, and heard such conversations; I have heard her express herself by saying that she would rather have money than land; she would rather have even eight hundred dollars in money than her share of the land if the property had been divided. I have heard her express herself to be perfectly satisfied with the arrangement that had been made; she said the money would be of better use to her than the land; the land she could not make her living off of. I was always under the impression, from what I have heard her say, she was perfectly satisfied with the settlement. I never heard her express any dissatisfaction as to the settlement before her marriage, except in regard to her older sister; she seemed to feel as if she ought to have had as much as Phebe. The complaint I think was against the brother-in-law that he should exact more than the rest. I do not know how much of the time she was at the homestead after her father's death; I know she was there. Do not know where she called it home.

30

Cross-examined by Mr. Halsted.

I think Hannah was about twenty years old when she was first attacked. I am between thirty and forty years old. Hannah was two years older than myself. I am thirty-five. Hannah and I were not schoolmates. All Mrs. Hewitt said about the settlement, as I have before stated, was said by her before her marriage. I have heard Hannah say that she wished her property to remain as it was, with her brother. That she had a living with him, and that was all she wished.

(Signed)

ABIGAIL D. BALDWIN.

40 Sworn and subscribed, September 3, 1841, }
 before me, THEO. FRELINGHUYSEN, JR., }
Examiner in Chancery.

IN CHANCERY OF NEW JERSEY.

Between Francis Hewitt and Wife,
Complainants,
 And Nathaniel J. Crane and als.,
Defendants.

}

EXAMINATION of witnesses in the above cause on the part of the Defendants, before William M. Scudder, an Examiner in Chancery, at the office of Oliver S. Halsted, Esq., in the city of Newark, on Monday, the 16th day of August, 1841, at 11 o'clock, A. M., in the presence of Oliver S. Halsted, Esq., Solicitor of the Complainants, and A. Armstrong, Esq., Solicitor of the Defendants.

Jacob K. Mead, Esq., being sworn, (on the part of the defendants,) doth depose: That he resided in the township of Bloomfield for nearly twenty-five years, next preceding April, 1840, except one year when he resided in the city of Newark, during his sheriffalty. Was partially acquainted with the homestead farm of Joseph Crane, deceased. Was appointed and acted as a commissioner to set off the share of one of the heirs of said Joseph Crane, deceased, in his estate. I examined 20 the whole of the homestead farm and the land at Caldwell, as such commissioner. I think we valued the Caldwell land at twelve dollars an acre, but am not certain; different parts of the homestead were valued differently. I think some parts of it were valued as high as eighty dollars an acre, and some as low as forty dollars an acre. My object in valuing the land, and I believe it was the object of the other commissioners, was to value the land at what it was worth. I do not think I should have given, for an undivided fifth part of the property, the fifth part of the value of the whole, taking the risk of 30 where it should be located. I think the property might have been divided, but I think it very likely it would have prejudiced some of the shares, though perhaps it might not. The whole was not a large farm. It could not have made five farms. One of the five shares would have been less than a farmer would have wanted; it might not have been too little for a mechanic; a mechanic, in general, would not want as much as one fifth of the property.

I believe within my recollection there has been no demand 40

for property in that neighborhood, except for farming purposes. Very little property in that neighborhood has changed hands within the last fifteen or sixteen years. I do not recollect any mechanic living within less than a mile of the homestead dwelling. The dwelling is at least a mile and a half from the village of Bloomfield, on the old road to Newark, but a little off of the road; it is about a mile from Belleville. I suppose it is a mile and a half from the stone bridge at the upper end of Newark. Some mechanics would not like to
 10 locate themselves in such a situation; some might; it depends upon the kind of business. I recollect having a conversation with Josiah Frost, after the death of Joseph Crane, relative to a proposed settlement between the heirs, but do not recollect the particulars of the conversation. I think there has not been much variation in the value of the property there since I have known it.

Cross-examined.

Do not recollect the year when I acted as commissioner as aforesaid. I do not recollect whether we set off a share to
 20 one of the heirs or not. A part of the land lies nearer to Belleville than the dwelling house does; it extends along the road to Belleville a short distance. Belleville is a manufacturing place, there are several large factories there. I rather think we did not examine the salt meadows. I recollect our examining the homestead, and our going to Caldwell, but I do not recollect going to examine the salt meadow. A small part of the land on which a small stone house stood, run out to the Newark road. I think it altogether probable that we valued
 30 the stone house and the land on which it was, separately from the other property, but I cannot speak with certainty. I do not recollect how much land was considered as attached to the stone house; it was the lot on which it stood, but do not recollect the quantity.

Re-examined.

At that time it was probably half a mile from the homestead dwelling, along the road towards Belleville, to the next dwelling. I think another dwelling has been put up since, on the road nearer the homestead, within three years since. The homestead farm extends probably four or five chains, or five
 40 or six chains beyond the homestead dwelling house, on the road towards Belleville. Am not certain as to the distance. I do not believe it is ten chains. Part of the land along the road towards Belleville, beyond the homestead farm, was cleared land and part woodland. The road is not travelled a great deal.

Cross-examined.

There are three other roads from Bloomfield to Belleville besides this road.

(Signed)

JACOB K. MEAD.

Sworn and subscribed before me, at New-
ark, August 16, 1841. W. M. SCUDDER,
Examiner in Chancery.

David Bart, a witness produced on the part of the defendants, being duly sworn, deposes: That he was living with Joseph Crane, deceased, at the time of his death; I was then eleven years old. I continued to live in the family after his death about three years, excepting an absence of about a week. I was living in the family at the time Mrs. Hewitt was married, and lived there some time afterwards. During all the time I was there I lived in the family, and worked on the farm, &c., as far as I was able to do so. I think Rachel Ann was there some of the time between the death of Joseph Crane and her marriage. She was at Newark some of the time. While she lived at Newark, she generally came home once a week; sometimes on Saturdays, sometimes on other days. When she came up on Saturdays she generally staid 20 on Sunday also. I do not recollect how much of the time she was at Newark. She was married at the homestead.

Cross-examined.

I recollect Rachel Ann coming home from Newark, and making clothes for me. I do not recollect whether she did so more than once. Do not recollect whether she made clothes for her brother, Nathaniel J. Crane. I recollect some of the members of the family being sick after the death of Joseph Crane: the widow, her daughter, Eunice, and Nathaniel J. Crane.—I am not sure about the widow, but I think she was 30 sick. Hannah, the other daughter, was not able to render any assistance. She had been unwell herself ever since I went there, and not able to do anything. She is subject to spasms. On the score of mind, I do not think she was incapable of rendering help. I do not think her spasms affected her mind, except while they lasted. I think Rachel was there to attend to the sick; and I think Phebe was there some of the time. I think Mr. Frost was there taking care of Nathaniel J. Crane. I think some of the time Mrs. Crane's sisters, from Orange, were there. I cannot tell how long Rachel 40 was there, nor how long the sickness continued. I suppose she was there two weeks, or three weeks; it might have been longer. I believe I recollect something of Rachel's being sick at Phebe's. Do not recollect whether it was before or after

the sickness at the homestead. I believe I recollect Hannah's falling in the fire at one time. I do not know anything about any body paying Rachel for making my clothes.

Re-examined.

I recollect Mr. Hewitt's being there before he was married once a week. I suppose he would stay there from Saturday night to Monday morning. I should judge he did so from three to six months before he was married. He was there generally once a week towards the latter part of his courtship.
10 He was generally there every Saturday.

(Signed)

DAVID BART.

Subscribed and sworn at Newark, Aug. }
16, 1841, before me, WILLIAM M. }
SCUDDER, *Examiner in Chancery.* }

Mrs. Caroline M. Young, a witness produced on part of defendants, being duly sworn, deposes and saith: She is acquainted with Mrs. Hewitt, formerly Rachel Ann Crane; has known her from her childhood, and been very intimate with her. Our parents resided near each other. Up to about a
20 year previous to Mrs. Hewitt's marriage, I was very intimate with her. From that time to the time of her marriage I did not see so much of her. She was at that time at home, as far as I know, except when she was visiting. After her father's death she used to speak of the homestead as her home. Previous to her marriage—the summer before her marriage—she had been living in Newark, and working at her trade. After her father's death, and before her marriage, she used to spend a part of her time at the homestead. She used to be back and forth. While she was living at Newark, she used
30 frequently to go to the old homestead. She did not go every Saturday. If I recollect right, she was at home rather more after her father's death than she was before. Previous to her marriage, I recollect her saying that her father had not left her brother enough, and she was willing he should have more than his sisters, as he had always lived at home. She spoke of a settlement among the family for that purpose. It was after the settlement that I heard her speak as above stated; and she expressed her satisfaction at the settlement. I do not recollect that I ever heard her express any dissatisfaction
40 with the settlement before her marriage. I believe I have heard her speak before her marriage of the part claimed by Alfred Keene. She said that he was not willing to take what she did. She thought at that time that Keene did not do right in wanting more. I have heard her speak of the particulars of the settlement, but cannot recollect them now, not having heard much about it lately, and it being some time

since. I do not recollect that I ever heard her say that she had advised with any of her friends in relation to the settlement.

Cross-examined.

Rachel Ann learned the tailoress trade, at Orange, with Mr. Briant. She learned her trade before the death of her father. After her father's death she worked at her trade at Newark. She and I boarded together at the same house in Newark, in Commerce-street, and also in Academy-street—in Academy-street first, and afterwards in Commerce-street; it 10 was over a year that we boarded together in Academy-street; cannot say how long we boarded in the same house in Commerce-street; cannot say whether it was a year or not. I believe her father was dead before we ceased boarding in the same house in Newark. I think I recollect Rachel Ann being sent for to go up to the homestead to do some kind of tailoring, this was before her marriage. As near as I can recollect, I think she was at home when her mother and friends were taken sick. I cannot tell how long she was there attending to them; it was several weeks. After they got better, she 20 was taken sick. She was at home the first part of her sickness, and afterwards she went over to her sister's, Mrs. Keene's.

Re-examined.

When she went to Mrs. Keene's, I think she did not go out of her room for some time; it was very cold weather; cannot say whether she was confined to her bed. While at home, I believe she had been confined to her bed, am not positive; cannot recollect how long she was at Mrs. Keene's.

Cross-examined.

30

I was at Mr. Keene's once or twice while she was there; she was up stairs. I cannot recollect whether she was sitting up or not.

Re-examined.

I think she was married the next summer after this sickness. The greater part of the time of our boarding together was before her father's death.

Cross-examined.

She left boarding in Commerce-street before I did. While in Newark she boarded at one time at Mrs. Osborn's; but do not recollect whether it was after she left Commerce-street or not. She also boarded at one time at Mrs. Nutman's in Commerce-street. She boarded at Mrs. Osborn's but a short time;

and I think it was after she left the house where we boarded together. When she first came to Newark she boarded with a sister of mine in Market-street, a short time; this was before her father's death; she afterwards went to Academy-street.

I was at the homestead several times during the sickness, after the death of Mr. Crane; Rachel was then there; she was attending upon the sick; her mother, and Eunice, and her brother were sick. I believe Rachel continued to attend on them till they got well; from what I observed, I believe
10 she was very attentive to them. I should not think that Hannah was then able to render them any assistance; her health was not good, she had been very much afflicted for a long time; she was subject to spasms. I rather think her affliction affected her mind. I think I recollect seeing Rachel confined to her bed at one time, when I called at the homestead, after her mother and the others got well.

Re-examined.

I did think that Hannah's being subject to fits, had impaired her mind a good deal. I did not have much conversation
20 with her when I was there; the affection of her mind had been growing upon her; she appeared to be almost childish; her spasms attacked her suddenly, without warning; they prevented her going out into company.

Cross-examined.

She had been afflicted with spasms as long as I can recollect.

(Signed)

CAROLINE M. YOUNG.

Subscribed and sworn at Newark, Aug. }
16, 1841, before me, WM. M. SCUDDER, }
30 *Examiner in Chancery.*

Dr. Eleazar D. Ward, a witness, produced on the part of defendants, being duly sworn, deposeseth: That he is a practising physician in Bloomfield, and has been since the year 1808. I have been the attending physician of Joseph Crane's family. I attended him in his last sickness. The year previous to his death, there was a good deal of sickness in that neighborhood—bilious remitting and intermitting fevers, fever and ague. The year of his death there was not so much, but there was considerable of it that year; chill and fever, and also bilious
40 fever, bilious remittent. Mr. Crane died of bilious fever. It was thought, and was the general impression of the neighbors, that the sickness was owing to the raising of a pond and overflowing the lowland there, as there was more sickness prevailing in that neighborhood than in the rest of that section. The sickness had prevailed to such an extent, as to excite a

feeling in the neighborhood, and a complaint was made to the grand jury against the owner of the pond. Mr. Crane's dwelling house was about one-eighth of a mile, measuring in a straight line from the dam. I was called on to attend the family after Mr. Crane's death. I attended Rachel Ann there, in 1834, not very long; it was a short sickness; she had an intermitting fever, perhaps a relapse of it; she had afterwards an attack of erysipelas, for which I attended her; I do not recollect the amount of my bill for attendance on Rachel Ann. (A paper being shown to witness purporting to be his bill:) he says it is in his handwriting; it is for \$6,53; the amount was paid to me by Nathaniel J. Crane. In 1828, 1829 and 1830, being for two or three years after the pond, before spoken of, was raised, some one or more, in every family in that neighborhood, were sick in the latter part of the summer and fall. Hannah was affected by epileptic fits. She was first attacked by them 12 or 15 years ago, counting from this time. That disease attacks people suddenly and without warning. She has several times, when attacked by them, fallen in the fire, and been injured by falling on the floor. Latterly she was more attacked by them in her sleep. It is always the nature of the disease to prostrate the person at once. They are convulsed for ten or fifteen minutes. Sometimes do not recover their senses in a day; sometimes recover their senses in three or four hours. The latter part of her time she was almost an idiot. In 1832, her faculties were very much impaired. From that time, if my memory serves me right, she was incapable of doing any work about house, and required a good deal of watching.

Cross-examined.

30

I recollect Rachel Ann's being sick at Mr. Keene's. I visited her there once or twice. This was in the fall of 1834. For a short time previous I had visited her at the homestead.

Re-examined.

From Joseph Crane's death to the time of Rachel Ann's marriage I often visited the homestead; often saw her there. The family continued together there after Joseph Crane's death until Rachel's marriage, so far as I knew. I never knew of any separation. Nathaniel J. Crane acted as the head of the family. In 1832 Hannah had fits once a fortnight; sometimes oftener—sometimes she might go a little longer. I was not sent for to attend her every time. Sometimes I was called to attend her once in a month—sometimes once in two or three months. Was not called to attend her unless she met with some particular injury. Her understanding was very much impaired in 1832. I never saw her take any part

in the domestic affairs of the family. Previous to Mr. Crane's death, the intervals between her attacks were longer, and she then took some part in the domestic affairs. In 1832, and for some time previous, I do not think she was capable of conversing on any subject. I never had any conversation with her, except to ask her how she did. She was not capable of recollecting anything. I seldom saw her, except when I was called to attend her. I have seen her occasionally when I have visited the family, but not often. Seldom spoke to her. I have often been there when she has been by herself in another room, and no one had any conversation with her. Her intellect would be more affected immediately after one of these attacks than in an interval. After the attacks had been often repeated, she became broke down. After the first attacks, her intellect was not so much impaired; she did not appear disposed to talk—seemed mute. During the latter part of her life I seldom made any inquiries of her. Could get no correct answer from her; used to inquire of her mother. Since I have lived in Bloomfield, I have known 20 eight new buildings erected in that neighborhood, and some old ones repaired.—This is taking a circuit of about a mile around.

There has not been much improvement in the immediate neighborhood; most of the buildings I have spoken of were put up before the dam spoken of was raised; most of them 15 or 20 years ago. Three or four of them were new ones built in the place of old ones. There are very few mechanics in that neighborhood. Hannah died in the fall of 1840.

Cross-examined.

30 It was some time before her father's death that Hannah ceased to take any part in the household affairs; for some years before his death I did not see her do any work. I became satisfied that her brain was affected for a long time before her father died, for 3 or 4 years. At the first of her attacks, she was favored a great deal in the family, and relieved from work. My principal bill for attendance on Hannah accrued some years before Joseph Crane's death. I did very little for her with reference to her epileptic tendency after I became satisfied that the disease was confirmed, believing 40 that nothing could be done with any benefit. I often attended her on account of hurts she had received; I also attended her for fever and ague.

After we become satisfied that the epileptic attacks proceed from an idiopathic affection of the brain, we consider

it hopeless. When I have spoken of Hannah's brain being affected for three or four years before her father's death, I mean to speak of that as the cause of the epilepsy, not the effect of it.

(Signed)

E. D. WARD.

Subscribed and sworn at Newark, Aug. 16, 1841, }
before me, W. M. SCUDDER, *Examiner in* }
Chancery.

