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**Bill of Complaint.**

Filed May 27th, 1918.

**In Chancery of New Jersey.**

To the Honorable EDWIN ROBERT WALKER, Chancellor of the State of New Jersey:

The complainant, The Realty Company of New Jersey, a corporation of the State of New Jersey, respectfully shows that: 10

1. Complainant is a duly organized corporation of the State of New Jersey, and on the 23d day of July, 1917, was the owner in fee simple of the premises hereinafter described.

2. On the date last aforesaid, complainant entered into a contract in writing with the defendant, M. Loretta Burghardt, of Hoboken, in the State of New Jersey, whereby the complainant did agree to sell and the said M. Loretta Burghardt agreed to purchase all that certain lot, tract or parcel of land and premises, situate, lying and being in the City of Jersey City, County of Hudson and State of New Jersey, particularly described as follows: 20

Beginning at a point in the Westerly side of West Side Avenue where the same is intersected by the center line of Swampy Creek; running thence 1st, North sixteen degrees and thirty minutes East ( $16^{\circ} 30' E.$ ) two hundred and sixty-six and six hundredths (266.06) feet along the said westerly side of West Side Avenue to an angle therein; thence 2nd, North forty-eight degrees and nineteen minutes East ( $48^{\circ} 19' E.$ ) nineteen and twenty-four hundredths (19.24) feet, more or less, along the Northwesterly line of the said West Side Avenue to its intersection with the southwesterly line of lands of John W. Bailey; 30

40

*Bill of Complaint.*

thence 3d, North forty-one degrees and thirty-nine minutes West ( $41^{\circ} 39' W.$ ) one hundred and fifteen and eighty-five hundredths (115.85) feet, more or less, along the southwesterly line of lands of John W. Bailey, to its intersection with the easterly line of the right of way of the West Side Connecting Railroad; thence 4th, Southerly **10** eighty (80) feet, more or less, curving to the left with a radius of eighteen hundred and sixty (1860) feet along the Easterly line of the right of way of the West Side Connecting Railroad to a point therein; thence 5th, South Sixteen degrees and Thirty minutes West ( $16^{\circ} 30' W.$ ) Two hundred (200) feet still along the Easterly line of the right of way of the West Side Connecting Railroad, to its intersection with the center line of Swampy Creek; thence 6th, South **20** easterly along the center line of Swampy Creek to the point or place of beginning.

Subject to the rights of the State of New Jersey or the City of Jersey City in Swampy Creek, but free from all other encumbrances and liens.

**30** 3. Said M. Loretta Burghardt agreed to pay as the purchase price for said lands the sum of \$14,000 in cash on the delivery of the deed, which deed according to the terms of the said contract was to be delivered on the 6th day of August, 1917, at the office of Hartshorne, Insley & Leake, No. 239 Washington Street, Jersey City, New Jersey, at two o'clock in the afternoon. Said contract is in possession of plaintiff and is ready to be produced and proved when required. A copy of said contract is annexed hereto and made a part hereof and is marked Schedule A.

**40** 4. Complainant in pursuance of the terms of said agreement tendered a deed for said prem-

*Bill of Complaint.*

ises to the said defendant at the time and place set forth in said contract but the defendant refused to accept said deed and refused to pay the purchase price named in said contract and still refuses so to do. Complainant has been willing at all times since the date last aforesaid to make conveyance of said lands in pursuance of the terms of said contract, but defendant has always declined to perform her part of said contract. 10

Complainant is without adequate remedy in the courts of law and, therefore, prays:

1. That the said defendant, M. Loretta Burghardt, may answer this bill of complaint without oath and each statement therein contained.

2. That the said defendant be ordered to specifically perform said contract and to do and perform all things therein which she did therein agree to do, and accept and receive the deed of the complainant for said lands, and pay the purchase price therefor. 20

3. That a writ of subpoena issue out of this court commanding the defendant to answer this bill of complaint and to abide by such decree as this court may make in the premises.

HARTSHORNE, INSLEY & VREELAND,  
Solicitors and of Counsel with Complainant. 30

## SCHEDULE A.

Agreement made this twenty-third day of July, Nineteen hundred and seventeen, between The Realty Company of New Jersey, a party of the first part, and M. Loretta Burghardt, of Hoboken, New Jersey, party of the second part, Witnesseth:

The party of the first part agrees to sell and the party of the second part agrees to buy, for the sum of fourteen thousand (14,000) dollars, all the following land, more particularly described as follows: 40

*Bill of Complaint.*

Beginning at a point in the Westerly side of West Side Avenue where the same is intersected by the center line of Swampy Creek; running thence 1st, North sixteen degrees and thirty minutes East ( $16^{\circ} 30' E.$ ) two hundred and sixty-six and six hundredths (266.06) feet along the said westerly side of West Side Avenue to an angle therein; thence 2d, North forty-eight degrees and Nineteen minutes East ( $48^{\circ} 19' E$ ) Nineteen and twenty-four hundredths (19.24) feet, more or less, along the Northwesterly line of the said West Side Avenue to its intersection with the southwesterly line of lands of John W. Bailey; thence 3d, North forty-one degrees and thirty-nine minutes West ( $41^{\circ} 39' W.$ ) One hundred and fifteen and eighty-five hundredths (115.85) feet more or less, along the Southwesterly line of lands of John W. Bailey, to its intersection with the easterly line of the right of way of the West Side Connecting Railroad; thence 4th, Southerly eighty (80) feet, more or less, curving to the left with a radius of eighteen hundred and sixty (1860) feet, along the Easterly line of the right of way of the West Side Connecting Railroad to a point therein; thence 5th, South Sixteen degrees and Thirty minutes West ( $16^{\circ} 30' W.$ ) Two hundred feet still along the Easterly line of the right of way of the West Side Connecting Railroad, to its intersection with the center line of Swampy Creek; thence 6th, Southeasterly along the center line of Swampy Creek to the point or place of beginning.

Subject to the rights of the State of New Jersey or the City of Jersey City in Swampy Creek, but free from all other encumbrances and liens.

A full covenant and warranty deed shall be delivered conveying the above described premises free from all encumbrances, except as aforesaid,

on the sixth day of August, 1917, at which time the purchase price of fourteen thousand (14,000) dollars is to be paid in cash, at the office of Hartshorne, Insley & Leake, Number 239 Washington Street, Jersey City, at two o'clock in the afternoon.

In witness whereof, the parties hereto have affixed their signatures and seals the day and year first above written.

(Signed) M. LORETTA BURGHARDT, **10**  
Signed, sealed and delivered  
in the presence of

THE REALTY COMPANY OF  
NEW JERSEY,  
By A. P. Hexamer,  
Vice President.

ATTEST:

George A. Berger,  
Secretary.

(SEAL)

**20**

**Answer of Defendant.**

IN CHANCERY OF NEW JERSEY.

Between

THE REALTY COMPANY OF NEW  
JERSEY, a corporation of said  
State,

*Complainant,*

*and*

M. LORETTA BURGHARDT,

*Defendant.*

**30**

This defendant, M. Loretta Burghardt, answering the bill of complaint, says that:

1. She admits the complainant is a duly organized corporation of the State of New Jersey, **40**

*Answer of Defendant.*

and that on the 23rd day of July, 1917, it claimed to be the owner in fee simple of the premises in said bill described.

2. Paragraphs 2, 3 and 4 of said bill are admitted.

10 3. This defendant excuses and justifies her refusal to perform her contract to purchase said property from said complainant upon the ground that it has not a marketable title thereto, and in support of this contention states the following facts relating thereto.

The lands and premises described in said bill of complaint were part of a lot of land owned in 1824 by John Vreeland and Garret Vreeland, sons of George Vreeland, the 1st, in equal shares as tenants in common.

20 Said John Vreeland died in 1824 and by his last will and testament devised his one-half interest in the lands and premises aforesaid to his nephew Jacob Vreeland, who was a son of said Garret Vreeland. Said Garret Vreeland died in the year 1825, and by his last will and testament devised his one-half interest in said lands and premises to his sons, George Vreeland, the 2nd, and Richard Vreeland, in equal shares. By these two devises the title to said lands and premises became vested in the said Jacob Vreeland, George  
30 Vreeland, the 2nd, and Richard Vreeland, as tenants in common, the said Jacob Vreeland owning an undivided one-half part thereof, and said George Vreeland, the 2nd, and Richard Vreeland each owning an undivided one-fourth thereof.

Said George Vreeland, the 2nd, died in 1872, and by his last will and testament devised his one-fourth interest in the said lands and premises  
40 to his sons, George Vreeland, the 3rd, and Garret G. Vreeland.

*Answer of Defendant.*

Said Richard Vreeland died in the year 1879, and by his last will and testament devised his one-fourth interest in said lands to his sons, Richard C. Vreeland, Michael DeMott Vreeland, Henry R. Vreeland, George R. Vreeland and James Benjamin Vreeland.

Said George Vreeland, the 3rd, and Garret G. Vreeland ( devisees of George Vreeland, the 2nd, and owners of an undivided one-fourth part of said lands and premises) together with Michael DeMott Vreeland, Henry R. Vreeland, George R. Vreeland and James Benjamin Vreeland (four of the five devisees of the late Richard Vreeland) conveyed their entire interest in said lands and premises to one Charles Siedler by deed dated April 1st, 1881; and Richard C. Vreeland (the fifth son of said Richard Vreeland who died in the year 1879) having died, his heirs-at-law by deed dated August 10th, 1901, conveyed his entire interest in the said lands and premises to the said Charles Siedler.

Said Charles Siedler having by said two deeds acquired title to the undivided one-half of said property formerly owned by said Garret Vreeland, deceased, and claiming title by adverse possession to the undivided one-half thereof which was devised by said John Vreeland to said Jacob Vreeland on the 19th day of May, 1903, filed his bill of complaint in this court, pursuant to an act of the Legislature of this State entitled "An Act to Compel the Determination of Claims to Real Estate in Certain Cases, and to Quiet the Title to the Same" (Revision of 1877, p. 1189). In said bill he alleged that he had been in peaceable possession of said lands and premises since about the 6th day of September, 1880; that he had acquired a good title thereto, but that his title to said lands and premises was denied and disputed by the following named persons: Maria

*Answer of Defendant.*

Vreeland, Elizabeth Catharine Duryee, Mary Ann Vreeland, Mary Cox and James T. Cox, her husband, Edward A. Vreeland and Mrs. Edward A. Vreeland, his wife, Catharine Jane Schultz and Isaac A. Schultz, her husband, Jacob Vreeland, Jr., and Mary W. Vreeland, his wife, Garret Vreeland and Sarah T. Vreeland, his wife, Henry  
 10 Vreeland and Mrs. Henry Vreeland, his wife, Joseph Vreeland and Mrs. Joseph Vreeland, his wife, Ella P. Thompson and Frank O. Thompson, her husband, John Walter Vreeland and Mrs. John Walter Vreeland, his wife, Jacob C. Vreeland and Mary Jane Vreeland, his wife, Cathalina Stringham, Henry Van Horn Vreeland and Henrietta G. Vreeland, his wife, Eliza Ann Cadmus, Jacob G. Vreeland and Sarah W. Vreeland,  
 20 his wife, William H. Vreeland, and Mrs. William H. Vreeland, his wife, Anna Moore and Frank Moore, her husband, Laura Bartholamew and Frank Bartholamew, her husband, Garret G. Vreeland and Sefrina P. Vreeland, his wife, Elsie L. Gay and William R. Gay, her husband, George E. Brown and Grace G. Brown, his wife, Mabel A. Whitson and George W. Whitson, her husband, Anna C. Brown, Cornelius G. Vreeland and Mrs. Cornelius G. Vreeland, his wife, Anna Harrington, Martin L. Vreeland and Mrs. Mar-  
 30 tin L. Vreeland, his wife, and Jacob Vreeland or his heirs, devisees and personal representatives, and that said defendants claim, and are claimed and reputed, to own said lands or some part thereof, and some interest therein; and that no suit or action of any kind whatever was pending to enforce or test the validity of their alleged title or claim; and in and by his said bill of complaint he prayed that he be decreed to have a perfect title to said lands and premises, and that  
 40 said defendants be decreed to have no testate, interest in or encumbrance on said lands, or any

*Answer of Defendant.*

part thereof, and that their claims be decreed to be unjust, vexatious and void. Process in his said suit was served upon some of said defendants personally, and upon others by publication, as is provided in the act of the Legislature entitled "An Act Respecting the Court of Chancery (Revision of 1902)". As no appearance was entered by any defendant in said suit, or any answer filed, on August 20th, 1903, a decree was made in said cause adjudging that the said defendants, and each and every of them, have no estate, interest or encumbrance upon said lands and premises, or any part thereof, and that in respect to all of said lands and premises, so far as relates to any claim thereon by or on behalf of any of the defendants in said suit, the title of the complainant in and to the same, and every part thereof, was determined, fixed and settled and declared to be good. 10 20

4. This defendant says she is informed and believes that said Jacob Vreeland, who died seized of an equal undivided one-half of said property, left other heirs than those specifically named as defendants in said bill of complaint of said Charles Siedler filed to quiet title to said property and that she is advised that such heirs, if any there are or may be, have a present estate or interest therein, notwithstanding the decree entered in said suit of said Charles Siedler adjudging that his title to said lands was thereby determined, fixed and settled, and declared to be good. 30

Therefore, this defendant says she should not be compelled to purchase from said complainant property clouded by an adverse title which may at any time be made to an undivided part thereof, when said complainant by its contract is bound to convey the same to her free from all encum- 40

brances and liens, except the rights of the State of New Jersey, or the City of Jersey City, in Swampy Creek.

And this defendant prays hence to be dismissed with her reasonable costs and charges in this behalf most wrongfully sustained.

CLARENCE P. LINN,  
Solicitor and of Counsel with Defendant.

10

**Minutes of Final Hearing—Stipulation as to Facts.**

IN CHANCERY OF NEW JERSEY.

REALTY COMPANY OF NEW JERSEY,  
*Complainant,*

*v.*

M. LORETTA BURGHARDT,  
*Defendant.*

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It is stipulated that the following are the facts in this case:

1. That the contract, a copy of which is attached, to the bill of complaint, was made between the parties July 23d, 1917.
2. That complainant has done and performed all things to be done and performed by it under said contract.
3. That defendant's only reason and excuse for not performing the contract on her part is that complainant's title to said lands is not marketable for the reason set forth in paragraph number three of her answer.
4. Complainant admits the truth of the facts set out in the third paragraph of defendant's

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*Minutes of Final Hearing—Stipulation as to Facts.*

answer denying however that its title to the lands described in the bill of complaint is not marketable.

5. Complainant admits that the facts set out in the fourth paragraph of the answer are true, except that it denies that any heirs or devisees of Jacob Vreeland not specifically named therein have any present interest in the lands described in the bill of complaint, the interest of said heirs or devisees complainant contending having been cut off by the final decree in the suit of *Charles Siedler v. Maria Vreeland et al* entered in this court August 20th, 1903. 10

6. The parties named in the suit of *Charles Siedler v. Maria Vreeland*, and enumerated in the third paragraph of the answer were made defendants on the theory that they claimed or might claim interests in the premises in question as heirs of or as otherwise deriving title from and under Jacob Vreeland who is also named in said third paragraph and is therein alleged to have owned an undivided one half of said premises under the will of Garret Vreeland who died in 1825. 20

7. The bill of complaint filed May 18, 1903, and the subsequent papers filed in the case of Charles Siedler, complainant, and Maria Vreeland the final decree filed August 20, 1903, produced from the office of the Clerk in Chancery, are put in evidence by consent, and thereupon both sides rested. 30

HARTSHORNE, INSLEY & VREELAND,  
Solicitors of Complainant.

CLARENCE LINN,  
Solicitor of Defendant.

**Exhibit—Bill of Complaint in Suit of  
*Siedler v. Vreeland, et al.***

**IN CHANCERY OF NEW JERSEY.**

To his Honor William J. Magie, Chancellor of the State of New Jersey:

Complaining shows unto your honor, your orator, Charles Siedler, of the City, County and  
10 State of New York,

That your orator is in the peaceable possession of the following land and premises, viz: All those certain lots, tracts, pieces or parcels of land and premises situate, lying and being in Jersey City (formerly Greenville Township) near Doyer's Point, in the County of Hudson and State of New Jersey, described as follows: First tract:  
20 Beginning at a point in the center of Swampy Creek where intersected by the westerly line of land of the Westside Connecting Railroad Company conveyed to it by Charles Siedler and running thence (1) northerly along the westerly side of said land to land belonging to the Dettwiller & Street Fire Works Manufacturing Company, conveyed to it by Charles Siedler; thence (2) northwesterly about one hundred and seventy (170) feet to the easterly line of a plot of about three and one-half (3½) acres formerly owned by Doctor Valentine Mott; thence (3) southwesterly  
30 along the easterly line of said plot to the southerly line of said plot; thence (4) northwesterly along the southerly line of said plot about one hundred and forty-five (145) feet to the westerly line of plot numbered two hundred and sixty-five (265) on the map made by the commissioners appointed in the year one thousand seven hundred and sixty-three to partition and apportion the common lands of the then Township of Bergen; thence  
40 (5) southwesterly along that line about six hun-

*Exhibits—Bill of Complaint in Siedler v. Vreeland.*

dred and fifty-five (655) feet to the center of said Swampy Creek; thence (6) easterly following the center line of said Swampy Creek the various courses thereof to the point or place of beginning; subject to the rights of the owners of the Morris Canal in the strip of land used for said Canal which runs across said tract.

Second Tract: Beginning at a point in the center of Swampy Creek where intersected by the easterly line of land of the Westside Connecting Railroad Company conveyed to it by Charles Siedler; running thence (1) easterly along the center line of said Swampy Creek the various courses thereof or a continuation thereof to the southwesterly line of land formerly of C. R. Van Riper now of Charles Siedler; thence (2) northwesterly along said line to the easterly line of said land of the Westside Connecting Railroad Company; thence (3) southerly along said line to the northeasterly line of land formerly of John W. Bailey, trustee conveyed to him by Charles Siedler; thence (4) southeasterly along said line about two hundred and twenty-six (226) feet to the Side Avenue as lately opened; thence (5) along West Side Avenue southwesterly two hundred and fifty (250) feet to the southwesterly line of said land formerly of John W. Bailey, trustee; thence (6) along said line northwesterly about one hundred and six (106) feet to the said easterly line of land of the Westside Connecting Railroad Company; thence (7) along again said line southerly to the point or place of beginning; subject to the rights of the public in West Side Avenue as recently opened across said tract.

That your orator purchased said land and premises together with other lands from the persons and at the times hereinafter mentioned, for a

*Exhibits—Bill of Complaint in Siedler v. Vreeland.*

full valuable consideration; and by the following mentioned deeds, all containing full covenants of warranty and seizin (except that from Henry C. Kerr, guardian &c.) the grantors hereinafter mentioned conveyed said land and premises to your orator in fee simple; all of which deeds are in the possession of your orator ready to be

10 purchased and proved as may be directed, and which deeds are as follows, viz: (a) Thomas H. Howe to your orator conveyed and undivided one-fifth dated January 15, 1877 and recorded January 20, 1877 in the Register's office of said Hudson County, in Book 307 of Deeds for said County, page 50, (b) George W. Howe and wife to your orator conveying an undivided one-fifth, dated

20 January 15, 1877 and recorded February 21, 1877 in the same office in Book 308 of Deeds for said County, page 309; (c) Robert M. Howe and wife to your orator conveying an undivided one-fifth dated March 4, 1878 and recorded July 15, 1878 in the same office in Book 325 of deeds for said county, page 573; (d) Henry C. Kerr guardian of Franklin Howe to Charles Siedler conveying an undivided one-fifth, dated August 27, 1880 and recorded September 4, 1880 in the same office in Book 348 of deeds for said county, page 522;

30 (e) Mary M. Kerr and husband to your orator conveying an undivided one-fifth dated September 6, 1880 and recorded September 13, 1880, in the same office in Book 348 of deeds for said county, page 603.

That your orator has ever since the recording of the deed last above mentioned, been in the peaceable possession of the lands above described; and that at the time of purchasing said lands and taking said deeds he believed and yet believes he

40 bought and acquired a good title to said lands

*Exhibits—Bill of Complaint in Siedler v. Vreeland.*

in fee simple, and he has always claimed and does now claim to own the same accordingly. )

That your orator's title to said lands or some part thereof, is denied and disputed by the following, who are the defendants in this suit, viz: Maria Vreeland, Elizabeth Catharine Duryee, Mary Ann Vreeland, Mary Cox and James T. Cox, her husband, Edward A. Vreeland and Mrs. Edward A. Vreeland, his wife, Catharine Jane Schultz and Isaac A. Schultz, her husband, Jacob Vreeland, Jr., and Mary W. Vreeland, his wife, Garret Vreeland and Sarah T. Vreeland, his wife, Henry Vreeland and Mrs. Henry Vreeland, his wife, Joseph Vreeland and Mrs. Joseph Vreeland, his wife, Ella P. Thompson and Frank O. Thompson, her husband, John Walter Vreeland and Mrs. John Walter Vreeland, his wife, Jacob C. Vreeland and Mary Jane Vreeland, his wife, Cathalina Stringham, Henry Van Horn Vreeland and Henrietta G. Vreeland, his wife, Eliza Ann Cadmus, Jacob G. Vreeland and Sarah W. Vreeland, his wife, William H. Vreeland and Mrs. William H. Vreeland, his wife, Anna Moore and Frank Moore, her husband, Laura Bartholamew and Fred Bartholamew, her husband, Garret G. Vreeland and Sefrina P. Vreeland, his wife, Elsie L. Gay and William R. Gay, her husband, George E. Brown and Grace G. Brown, his wife, Mabel A. Whitson and George W. Whitson, her husband, Anna C. Brown, Cornelius G. Vreeland and Mrs. Cornelius G. Vreeland, his wife, Anna Harrington, Martin L. Vreeland and Mrs. Martin L. Vreeland, his wife and Jacob Vreeland or his heirs, devisees and personal representatives; and they, said defendants, claims and are claimed and reputed to own said lands or some part thereof or some interest therein; and

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*Exhibits—Bill of Complaint in Siedler v. Vreeland.*

no suit or action of any kind whatever is pending to enforce or test the validity of such title or claim: and your orator charges that such claims so made by said defendants are utterly without foundation, unjust and vexatious.

10 That by reason of such claims your orator's property in said land is greatly affected and the same cannot be sold as it otherwise could.

20 That Jacob Vreeland or his heirs, devisees or personal representatives are proper parties defendant to this bill of complaint, and that your orator believes the said Jacob Vreeland is dead but after diligent and careful inquiry therefor, made as in the case of absent defendants, your orator has been unable to ascertain the names and residences of his heirs, devisees or personal representatives or such of them as are proper parties to this suit, excepting those above named.

30 That your orator has applied to said defendants or some of them, to release or relinquish their said claims or to bring in some court of law an action or suit which would test the validity thereof, and the said defendants refuses to do either. And your orator hoped that said defendants would have complied with such reasonable request as in justice and equity they ought to have done.

In consideration whereof, and forasmuch as your orator is relievable only in a court of equity, where matters of this sort are properly, and according to the statutes of this state in such case made and provided, cognizable and relievable.

40 To the end therefore, that the said defendants and every of them may without oath or affirmation, to the best of their respective knowledge, information and belief full, true, direct and perfect answer make to all and singular the matter

*Exhibits—Bill of Complaint in Siedler v. Vreeland.*

aforesaid; and more particularly that they and every of them may, in the manner aforesaid, answer and set forth specifically what title or claim to said lands, or any part thereof or any interest therein, they or either or any of them make or claim and to what part or what interest; and further, how and by what instrument such title or claim is derived or was created; and that by the determination and final decree of this court, the rights of all the parties to this suit in and to the lands hereinbefore set forth and every part thereof, may be fixed and settled; and that your orator may be decreed to have a perfect title thereto, and the defendants to have no estate, interest in, or encumbrance on said lands or any part thereof; and that their claims to the same are unjust, vexatious and void; and that your orator may have such other or further relief in the premises as the nature of the case may require and as he shall be entitled to, pursuant to the statutes in such case made and provided.

May it please your Honor, the premises considered, to grant unto your orator a writ or writs of subpoena issuing out of and under the seal of this honorable court, to be directed to the said defendants commanding them and each of them at a certain day and under a certain penalty therein to be specified, personally to be and appear before your Honor in this honorable court, then and there full, true, direct and perfect answer make to all and singular the premises, and further to stand to, abide by and perform such order, direction and decree as to your Honor shall seem meet and as shall be agreeable to equity and good conscience.

And your orator will ever pray &c.

JAMES E. PYLE,  
Solicitor for and of counsel  
with complainant.

*Exhibits—Bill of Complaint in Siedler v. Vreeland.*

STATE OF NEW JERSEY }  
 Hudson County } ss.:

10 James E. Pyle being duly sworn according to law on his oath says that he is the solicitor of the complainant in the above bill of complaint; that it is deemed proper by deponent to make the following married women parties to said suit, viz: the wife of Edward A. Vreeland, the wife of Henry Vreeland, the wife of Joseph Vreeland, the wife of John Walter Vreeland, the wife of William H. Vreeland, the wife of Cornelius G. Vreeland and the wife of Martin L. Vreeland; that notwithstanding, due inquiry has been made therefore, the Christian names of said married women cannot be ascertained; and deponent further says that he has read the above bill and  
 20 knows the contents thereof and that the same is true of his own knowledge, except as to matters therein stated to be on information or belief of the complainant and that as to those matters he believes it to be true.

JAMES E. PYLE.

Subscribed and sworn to }  
 before me this 18th day }  
 of May, 1903. }

30 GEORGE G. TENNANT,  
 Master in Chancery  
 of New Jersey.

Endorsed:

Filed May 18, 1903.

E. C. STOKES,  
 Clerk.

40

**Exhibit—Subpoena Issued to Sheriff of  
Hudson and His Return Thereto.**

New Jersey, to wit:—The State of New Jersey  
to Maria Vreeland, Mary Ann Vree-  
(SEAL) land, Mary Cox and James T. Cox her  
husband, Edward A. Vreeland and  
Mrs. Edward A. Vreeland his wife, Garret Vree-  
land and Sarah T. Vreeland his wife, Henry 10  
Vreeland and Mrs. Henry Vreeland his wife,  
Joseph Vreeland and Mrs. Joseph Vreeland his  
wife, Ella P. Thompson and Frank O. Thompson  
her husband, John Walter Vreeland, and Mrs.  
John Walter Vreeland his wife, Cathalina String-  
ham, Henry Van Horn Vreeland and Henrietta  
G. Vreeland his wife, Eliza Ann Cadmus, Jacob  
G. Vreeland and Sarah W. Vreeland his wife,  
William H. Vreeland and Mrs. William H. Vree- 20  
land his wife, Anna Moore and Frank Moore her  
husband, Laura Bartholamew and Fred Barthola-  
mew her husband, Garret G. Vreeland, and  
Sefrina P. Vreeland his wife, Elsie L. Gay and  
William R. Gay her husband, George E. Brown  
and Grace G. Brown his wife, Mabel A. Whitson  
and George W. Whitson her husband, Anna C.  
Brown, Cornelius G. Vreeland and Mrs. Cornelius  
G. Vreeland his wife, Anna Harrington and  
Martin L. Vreeland and Mrs. Martin L. Vreeland 30  
his wife, and Jacob Vreeland or his heirs, de-  
visees and personal representatives.

**GREETING:**

We command you, that you appear in manner  
and form required by law in our Court of Chan-  
cery, on the third day of June next at Trenton,  
to answer to a bill of complaint exhibited against  
you in our said Court by Charles Siedler and to  
do further and receive what our said court shall  
have considered in that behalf; and this you are 40  
not to omit, under penalty that may fall thereon.

*Exhibit—Subpoena Issued to Sheriff of Hudson  
and his Return thereto.*

Witness, his Honor, William J. Magie, Chancellor of our said State, at Trenton, the nineteenth day of May in the year of our Lord one thousand nine hundred and three.

JAMES E. PYLE,  
Solicitor.  
E. C. STOKES,  
Clerk.

10

NOTICE—The defendant is not required to appear at Trenton in Person, at the return day, but if he intends to make a defense it is only necessary for him to answer, plead or demur to the bill within the time required by law.

485 State Fee 30

(ENDORSED.)

20

IN CHANCERY OF NEW JERSEY.

Between

CHARLES SIEDLER,  
*Complainant,*

*and*

MARIA VREELAND, *et als,*  
*Defendants.*

C. Sub. ad  
Resp.

30

Returnable June 3d, A. D. 1903.

JAMES E. PYLE, Sol'r.

Filed June 4, 1903.

E. C. STOKES,  
Clerk.

I hereby deputize Andrew Donnell to serve the within Writ. Witness my hand and Seal this 21st day of May, 1903.

40

JOHN ZELLER, Sheriff.

(Seal) By J. J. Heavey, Under Sheriff.  
Sheriff's Fees. \$5.39.

*Exhibit—Subpoena Issued to Sheriff of Hudson  
and his Return thereto.*

Served within subpoena and ticket May 22,  
1903, personally on the defendants Maria Vree-  
land, Eliza Ann Cadmus and Cathalina Stringham.

JOHN ZELLER, Sheriff,

By Andrew Donnell,

S. D. S.

NEW JERSEY, HUDSON COUNTY, ss.:

10

Andrew Donnell, Special Deputy Sheriff of  
Hudson County being duly sworn, on his oath  
saith that he has inquired for Mary Ann Vree-  
land, Mary Cox, and James T. Cox her husband,  
Edward A. Vreeland and Mrs. Edward A. Vree-  
land his wife. Garret Vreeland, and Sarah T.  
Vreeland, his wife, Henry Vreeland and Mrs.  
Henry Vreeland his wife, Joseph Vreeland and  
Mrs. Joseph Vreeland his wife, Ella P. Thomp-  
son and Frank O. Thompson her husband, John  
Walter Vreeland and Mrs. John Walter Vree-  
land his wife, Henry Van Horn Vreeland and  
Henrietta G. Vreeland his wife, Jacob G. Vree-  
land and Sarah W. Vreeland his wife, William H.  
Vreeland and Mrs. William H. Vreeland his  
wife, Anna Moore and Frank Moore her husband,  
Laura Bartholamew and Fred Bartholamew her  
husband, Garret G. Vreeland and Sefrina P.  
Vreeland his wife, Elsie L. Gay and William R.  
Gay her husband, George E. Brown and Grace  
G. Brown his wife, Mabel A. Whitson and George  
W. Whitson her husband, Anna C. Brown, Corne-  
lius G. Vreeland and Mrs. Cornelius G. Vreeland  
his wife, Anna Harrington and Martin L. Vree-  
land and Mrs. Martin L. Vreeland his wife, and  
Jacob Vreeland or his heirs, devisees and personal  
representatives named in the annexed process  
for the purpose of serving them therewith, and  
has not been able to find them in said County,  
and this deponent is credibly informed and verily

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*Exhibit—Subpoena Issued to Sheriff of Hudson  
and his Return thereto.*

believes that they cannot be found in this State,  
and that they do not reside in the State of New  
Jersey.

ANDREW DONNELL,  
Special Deputy Sheriff.

10 Subscribed and sworn to this }  
2d day of June 1903 at Jersey }  
City, before me }

John J. Heavey,  
Notary Public  
of New Jersey.

**Exhibit—Subpoena Issued to Sheriff of  
Mercer and His Return Thereto.**

20 NEW JERSEY, to wit: The State of New Jersey  
to JACOB C. VREELAND and MARY JANE  
(SEAL) VREELAND, his wife.

30 GREETING: We command you, that you appear  
in manner and form required by law in our  
Court of Chancery, on the third day of June  
next, at Trenton, to answer to a bill of com-  
plaint exhibited against you in our said Court by  
CHARLES SIEDLER and to do further and receive  
what our said Court shall have considered in that  
behalf; and this you are not to omit, under pen-  
alty that may fall thereon.

WITNESS, his Honor, WILLIAM J. MAGIE, Chan-  
cellor of our said State, at Trenton, the nine-  
teenth day of May in the year of our Lord one  
thousand nine hundred and three.

JAMES E. PYLE, Sol'r. E. C. STOKES, Clerk.

40 NOTICE: The defendant is not required to ap-  
pear at Trenton in PERSON, at the return day,  
but if he intends to make a defence it is only  
necessary for him to answer, plead or demur to  
the bill within the time required by law.

*Exhibit—Subpoena Issued to Sheriff of Mercer and  
and his Return thereto.*

ENDORSED :

IN CHANCERY OF NEW JERSEY.

Between

CHARLES SIEDLER,

*Complainant.*

*and*

MARIA VREELAND, *et als,*

*Defendants.*

Sub. ad  
Resp.

10

Returnable June 3d, A. D. 1903.

JAMES E. PYLE, Sol'r.

I hereby depute and appoint James H. Appleget of Lawrence township a Special Deputy to serve the within writ.

20

Witness my hand and seal this 22d day of May A. D. 1903.

(L. S.)

THOS. H. THROPP,  
Sheriff.

Duly served May 22, A. D. 1903.

THOS. H. THROPP,  
Sheriff.

30

JAMES H. APPLEGET,  
Special Deputy.

Filed May 29, 1903.

E. C. STOKES,  
Clerk.

Sheriff's fees \$2.92.

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**Exhibit—Subpoena and Sheriff's Return.**

NEW JERSEY, to wit, The State of New Jersey to  
 ELIZABETH CATHARINE DURYEE and  
 (SEAL) JACOB VREELAND, JR., and MARY W.  
 VREELAND, his wife.

10 GREETING: We command you, that you appear  
 in manner and form required by law in our  
 Court of Chancery, on the third day of June  
 next, at Trenton, to answer to a bill of com-  
 plaint exhibited against you in our said Court by  
 CHARLES SIEDLER and to do further and receive  
 what our said Court shall have considered in that  
 behalf, and this you are not to omit, under the pen-  
 alty that may fall thereon.

20 WITNESS, his Honor, WILLIAM J. MAGIE, Chan-  
 cellor of our said State, at Trenton, the nine-  
 teenth day of May in the year of our Lord one  
 thousand nine hundred and three.

JAMES E. PYLE, Sol'r. E. C. STOKES, Clerk.

NOTICE: The defendant is not required to ap-  
 pear at Trenton in PERSON, at the return day,  
 but if he intends to make a defence it is only  
 necessary for him to answer, plead or demur to  
 the bill within the time required by law.

State Fee 30

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ENDORSED:

IN CHANCERY OF NEW JERSEY.

Between

CHARLES SIEDLER,

*Complainant.*

*and*

MARIA VREELAND, *et als,*

*Defendants.*

Sub. ad  
Resp

10

Returnable June 3d, A. D. 1903.

JAMES E. PYLE, Sol'r.

May 22, 1903 served Elizabeth Catharine Duryee, Jacob Vreeland, Jr., and Mary W. Vreeland, each and all, personally.

CALVIN D. McMURTRY,

Sheriff.

20

Filed May 25, 1903.

E. C. STOKES,

Clerk.

Fees \$6.02.

**Exhibit—Subpoena and Sheriff's Return.**

NEW JERSEY, to wit: The State of New Jersey  
to CATHARINE JANE SCHULTZ and ISAAC  
(SEAL) SCHULTZ, her husband.

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GREETING: We command you, that you appear in manner and form required by law in our Court of Chancery, on the third day of June next, at Trenton, to answer to a bill of complaint exhibited against you in our said Court by CHARLES SIEDLER and to do further and receive

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*Exhibit—Subpoena and Sheriff's Return.*

what our said Court shall have considered in that behalf; and this you are not to omit, under penalty that may fall thereon.

WITNESS, his Honor, WILLIAM J. MAGIE, Chancellor of our said State, at Trenton, the nineteenth day of May in the year of our Lord one thousand nine hundred and three.

10 JAMES E. PYLE, Sol'r. E. C. STOKES, Clerk.

NOTICE: The defendant is not required to appear at Trenton in PERSON, at the return day, but if he intends to make a defence it is only necessary for him to answer, plead or demur to the bill within the time required by law.

State Fee 30

ENDORSED:

20 IN CHANCERY OF NEW JERSEY.

Between

CHARLES SIEDLER,

*Complainant.*

and

MARIA VREELAND, *et als,*

*Defendants.*

Sub. ad  
Resp.

30

Returnable June 3d, A. D. 1903.

JAMES E. PYLE, Sol'r.

Served both defendants personally with subpoena and proper ticket this 21st day of May 1903.

WILLIAM CARMAN,  
Sheriff.

Fees 3 78/100.

Filed May 23, 1903.

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E. C. STOKES,  
Clerk.

**Exhibit—Ticket Attached to All Subpoenaes.**

**IN CHANCERY OF NEW JERSEY.**

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Between

CHARLES SIEDLER,

*Complainant,*

*against*

MARIA VREELAND, et als.,

*Defendants.*

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On Bill &c.  
Ticket with     **10**  
Subpoena.

To Jacob C. Vreeland:

The bill of complaint in the above stated cause is filed to settle the title of said complainant in and to all those certain lots, tracts, pieces or parcels of land and premises situate, lying and being in Jersey City (formerly Greenville Township) near Droyer's Point, in the County of Hudson and State of New Jersey described as follows: First tract: Beginning at a point in the center of Swampy Creek where intersected by the westerly line of land of the Westside Connecting Railroad Company conveyed to it by Charles Siedler and running thence (1) northerly along the westerly side of said land to land belonging to Detwiller and Street Fire Works Manufacturing Company, conveyed to it by Charles Siedler, thence (2) northwesterly about one hundred and seventy (170) feet to the easterly line of a plot of about three and one-half (3½) acres formerly owned by Doctor Valentine Mott; thence (3) southwesterly along the easterly line of said plot to the southerly line of said plot, thence (4) northwesterly along the southerly line of said plot about one hundred and forty-five (145) feet to the westerly

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**30**

**40**

*Exhibit—Ticket Attached to All Subpoenaes.*

line of plot numbered two hundred and sixty-five (265) on the map made by the commissioners appointed in the year one thousand seven hundred and sixty-three to partition and apportion the common lands of the then Township of Bergen, thence (5) southwesterly along that line about six hundred and fifty-five (655) feet to the center  
**10** of said Swampy Creek, thence (6) easterly following the center line of said Swampy Creek the various courses thereof to the point or place of beginning; subject to the rights of the owners of the Morris Canal in the strip of land used for said Canal which runs across said tract.

Second tract: Beginning at a point in the center of Swampy Creek where intersected by the easterly line of land of the Westside Connecting Railroad Company conveyed to it by Charles Siedler running thence (1) easterly along the center  
**20** line of said Swampy Creek the various courses thereof or a continuation thereof to the southwesterly line of land formerly of C. R. Van Riper now of Charles Siedler, thence (2) northwesterly along said line to the easterly line of said land of the Westside Connecting Railroad Company, thence (3) southerly along said line to the northeasterly line of land formerly of John W. Bailey trustee, conveyed to him by Charles Siedler, thence  
**30** (4) southeasterly along said line about two hundred and twenty six (226) feet to West Side Avenue as lately opened, thence (5) along West Side Avenue southwesterly two hundred and fifty (250) feet to the southwesterly line of said land formerly of John W. Bailey trustee, thence (6) along said line northwesterly about one hundred and six (106) feet to the said easterly line of land of the West Side Connecting Railroad Company, thence  
**40** (7) again along said line southerly to the point or place of beginning, subject to the rights of the

public in West Side Avenue as recently opened across said tract; whereof the said complainant claims to be the owner and you are made a defendant thereto, and if you claim any title to or interest in or encumbrance upon said lands you are required to answer said bill but not otherwise.

JOHN E. PYLE,  
Solicitor of Complainant.

NOTE.— Tickets similar to the foregoing were attached to all subpoenas issued and returned served on all the defendants on whom the sheriff made service; separate tickets were addressed to the various defendants named in the process—but tickets were not attached addressed to the non-resident defendants. 10

**Exhibit—Order of Publication in Suit  
of *Siedler v. Vreeland, et. al.*** 20

IN CHANCERY OF NEW JERSEY.

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Between

CHARLES SIEDLER,

*Complainant,*

*against*

MARIA VREELAND, et als.,

*Defendants.*

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On Bill &c.  
Order of Pub-  
lication. 30

The complainant having filed his bill of complaint affecting the title to lands mentioned and described in said bill of complaint in the above stated cause and process of subpoena having been issued and returned according to law. And it appearing by affidavit that the defendants, Mary Ann Vreeland, Mary Cox and James T. Cox her

*Exhibit—Order of Publication in Suit of Siedler  
v. Vreeland, et al.*

husband, Edward A. Vreeland and Mrs. Edward A. Vreeland, his wife, Garret Vreeland and Sarah T. Vreeland, his wife, Henry Vreeland and Mrs. Henry Vreeland, his wife, Joseph Vreeland and Mrs. Joseph Vreeland, his wife, Ella P. Thompson and Frank O. Thompson, her husband, John Walter Vreeland and Mrs. John Walter Vreeland, his wife, Henry Van Horn Vreeland and Henrietta G. Vreeland, his wife, Jacob G. Vreeland and Sarah W. Vreeland, his wife, William H. Vreeland and Mrs. William H. Vreeland, his wife, Anna Moore and Frank Moore, her husband, Laura Bartholamew and Fred Bartholamew, her husband, Garret G. Vreeland and Sefrina P. Vreeland, his wife, Elsie L. Gay and William R. Gay, her husband, George E. Brown and Grace G. Brown, his wife, Mabel A. Whitson and George W. Whitson, her husband, Anna C. Brown, Cornelius G. Vreeland and Mrs. Cornelius G. Vreeland, his wife, Anna Harrington and Martin L. Vreeland and Mrs. Martin L. Vreeland, his wife, reside out of the State of New Jersey and that process could not be served upon them. And it further appearing by the allegations of said bill of complaint duly verified as required by law, that Jacob Vreeland or his heirs, devisees or personal representatives are proper parties to said bill of complaint and that said Jacob Vreeland is believed to be dead and the complainant after diligent and careful inquiry made as in the case of absent defendants is unable to ascertain the names and residences of his heirs, devisees or personal representatives or such of them that are proper parties defendant to said bill of complaint, excepting those named in said bill.

It is on this fifth day of June in the year one thousand nine hundred and three on motion of James E. Pyle of counsel with complainant order-

*Exhibit—Order of Publication in Suit of Siedler  
v. Vreeland, et al.*

ed that said absent defendants and the said Jacob Vreeland or his heirs devisees or personal representatives do appear, plead, answer or demur to the complainant's said bill of complaint on or before the Sixth day of August in the year one thousand nine hundred and three, or that in default thereof such decree be made against them as the Chancellor shall think equitable and just. 10

And it is further ordered that notice of this order as prescribed by law and the rules of this Court be served personally upon the said absent defendants by the delivery of a copy thereof to each of them or in default of such service that said notice be published within said ten days in the Evening Journal a newspaper printed and published in Jersey City, in the County of Hudson, in this State, for four weeks successively at least once in each week and that a copy be mailed within the same time to said absent defendants, directed to each of their post office addresses if the same can be ascertained, in the manner prescribed by law and the rules of this court; and it is further ordered that notice of this order entitled in the Court only, not in the cause, addressed to the said Jacob Vreeland, his heirs, devisees and personal representatives, and containing a brief statement of the object of this suit, and such other matters as are required by the rules of this Court be published within ten days from the date hereof in the Evening Journal, one of the public newspapers printed and published as aforesaid, for four weeks successively at least once in each week and that a copy thereof be mailed to the said Jacob Vreeland, his heirs, devisees and personal representatives or any of them, directed to their post office addresses if the same can be ascertained. 20 30

W. J. MAGIE, 40  
C.

Endorsed. Filed June 5, 1903  
E. C. Stokes, Clerk.

**Exhibit—Proof of Mailing and Inquiry  
in Suit of *Siedler v. Vreeland, et als.***

	Between  <div style="text-align: center;">           CHARLES SIEDLER,   <i>Complainant,</i>   <i>against</i>             MARIA VREELAND, et als.,   <i>Defendants.</i> </div>	} On Bill &c. Proof of Mailing and Inquiry.
10		

STATE OF NEW JERSEY }  
 County of Hudson } ss.:

20 James E. Pyle being duly sworn according to law on his oath, says that he is the Solicitor of the complainant in the above entitled suit and is the person actually intrusted with the management and conduct of this suit on the part of the complainant; that he has in good faith made diligent and careful inquiry for the residence and post office address of the following named defendants; Mary Ann Vreeland, Mary Cox and James T. Cox, her husband; Edward A. Vreeland and Mrs. Edward A. Vreeland, his wife; Garret Vreeland and Sarah T. Vreeland, his wife; Henry Vreeland and Mrs. Henry Vreeland, his wife; Joseph Vreeland and Mrs. Joseph Vreeland, his wife; Ella P. Thompson and Frank O. Thompson, her husband; John Walter Vreeland and Mrs. John Walter Vreeland, his wife; Henry Van Horn Vreeland and Henrietta G. Vreeland, his wife; Jacob G. Vreeland and Sarah W. Vreeland, his wife; William H. Vreeland and Mrs. William H. Vreeland, his wife; Anna Moore and Frank Moore, her husband; Laura Bartholamew and Fred Bartholamew, her husband; Garret G. Vreeland and Sefrina P.

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*Exhibit—Proof of Mailing and Inquiry in Suit of  
Siedler v. Vreeland, et als.*

Vreeland, his wife; Elsie L. Gay and William R. Gay, her husband; George E. Brown and Grace G. Brown, his wife; Mabel A. Whitson and George W. Whitson, her husband; Anna C. Brown, Cornelius G. Vreeland and Mrs. Cornelius G. Vreeland, his wife; Anna Harrington and Martin L. Vreeland and Mrs. Martin L. Vreeland, his wife; and that such inquiry was made both personally and by mail of the nearest known relative of said defendants; and when by mail postage being enclosed for reply, and in the manner directed by law and the rules of this court and that he is thereby credibly informed in such manner, that he believes it to be true, that the said defendants above named reside and their post office addresses are as follows:

Mary Ann Vreeland, 375 S. Claremont Ave., Chicago, Illinois. 10

Mary Cox, 375 S. Claremont Ave., Chicago, Illinois.

James T. Cox, 375 S. Claremont Ave., Chicago, Illinois.

Edward A. Vreeland, 1813 E. Elm St., Des Moines, Iowa.

Mrs. Edward A. Vreeland, 1813 E. Elm St., Des Moines, Iowa.

Garret Vreeland, Milford Delaware. 30

Sarah T. Vreeland, Milford, Delaware.

Henry Vreeland, 175 N. Spring St., Los Angeles, California.

Mrs. Henry Vreeland, 175 N. Spring St., Los Angeles, California.

Joseph Vreeland, 4332 Evans Ave., Chicago, Illinois.

Mrs. Joseph Vreeland, 4332 Evans Ave., Chicago, Illinois.

Ella P. Thompson, 4444 Langley Ave., Chicago, Illinois. 40

*Exhibit—Proof of Mailing and Inquiry in Suit of  
Siedler v. Vreeland, et als.*

- Frank O. Thompson, 4444 Langley Ave., Chicago, Illinois.
- John Walter Vreeland, 375 Claremont Ave., Chicago, Illinois.
- Mrs. John Walter Vreeland, 375 Claremont Ave., Chicago, Illinois.
- 10 Henry Van Horn Vreeland, 1245 Myrtle Ave., Brooklyn, New York.
- Henrietta G. Vreeland, 1245 Myrtle Ave., Brooklyn, New York.
- Jacob G. Vreeland, Blue Springs, Nebraska.
- Sarah W. Vreeland, Blue Springs, Nebraska.
- William H. Vreeland, Sioux Center, Iowa.
- Mrs. William H. Vreeland, Sioux Center, Iowa.
- Anna Moore, Tamora, Nebraska.
- Frank Moore, Tamora, Nebraska.
- 20 Laura Bartholamew, Tamora, Nebraska.
- Fred Bartholamew, Tamora, Nebraska.
- Garret G. Vreeland, Juniata, Nebraska.
- Sefrina P. Vreeland, Juniata, Nebraska.
- Elsie L. Gay, Morris, Illinois.
- William R. Gay, Morris, Illinois.
- George E. Brown, Morris, Illinois.
- Grace G. Brown, Morris, Illinois.
- Mabel A. Whitson, 6324 Ingleside Ave., Chicago, Illinois.
- 30 George W. Whitson, 6324 Ingleside Ave., Chicago, Illinois.
- Anna C. Brown, Sandwich, Illinois.
- Cornelius G. Vreeland, 1027 Ash St., San Diego, California.
- Mrs. Cornelius G. Vreeland, 1027 Ash St., San Diego, California.
- Anna Harrington, 1062 12th Street, San Diego, California.
- Martin L. Vreeland, Sheridan, Indiana.
- 40 Mrs. Martin L. Vreeland, Sheridan, Indiana; and this deponent further says, that he did on

*Exhibit—Proof of Mailing and Inquiry in Suit of  
Siedler v. Vreeland, et als.*

the eleventh day of June, one thousand nine hundred and three, place in the post office, in Jersey City, in this state, envelopes, one directed to each of the above named defendants, at the addresses above given, respectively, each of said envelopes containing a true copy of the notice hereto annexed; and that this deponent further says that he has in good faith made diligent and careful inquiry for the residences and post office addresses of the defendants, Jacob Vreeland and his heirs, devisees and personal representatives, in the manner above stated, and as well in the manner directed by law and the rules of this court relating thereto, as in every other way, by which he thought it probable that he could ascertain such residences or addresses; and that he is credibly informed and believes that said Jacob Vreeland is dead, and he has not been able to discover, and has no information as to the residence or post office address of any of said heirs, devisees or personal representatives, excepting the other defendants to this suit named in the bill.

JAMES E. PYLE.

Subscribed and sworn to before me }  
this 10th day of August, 1903. }

Walter L. McDermott,  
Master in Chancery of N. J.  
(Endorsed.)

Filed August 11th, 1903.

E. C. Stokes, Clerk.

NOTE.—The notice referred to in the foregoing affidavit is printed following the affidavit of publication.

**Exhibit—Proof of Publication in Suit  
of *Siedler v. Vreeland, et als.***

STATE OF NEW JERSEY, }  
Hudson County. } ss.:

10 Walter M. Dear, being duly sworn, according to law, upon his oath, saith that he is the book-keeper of the Evening Journal, a newspaper printed and published in Jersey City, County and State aforesaid, and that a notice of which the annexed is a true copy, was published in the said newspaper for four weeks successively, at least once each week, commencing on the 8th day of June, 1903.

WALTER M. DEAR.

Sworn and subscribed before me this }  
8th day of August A. D. 1903. }

20 Henry Van Wyck,  
Notary Public, N. J.

Endorsed.—Filed August 11th, 1903.

E. C. STOKES,  
Clerk.

NOTE.—The notice referred to the foregoing affidavit follows.

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40

**Copy of Notice Attached to Proof of  
Mailing and Enquiry and  
Publication.**

**IN CHANCERY OF NEW JERSEY.**

To Mary Ann Vreeland, Mary Cox and James T. Cox, her husband; Edward A. Vreeland and Mrs. Edward A. Vreeland, his wife; Garret Vreeland and Sarah T. Vreeland, his wife; Henry Vreeland and Mrs. Henry Vreeland, his wife; Joseph Vreeland and Mrs. Joseph Vreeland, his wife; Ella P. Thompson and Frank O. Thompson, her husband; John Walter Vreeland and Mrs. John Walter Vreeland, his wife; Henry Van Horn Vreeland and Henrietta G. Vreeland, his wife; Jacob G. Vreeland and Sarah W. Vreeland, his wife; William H. Vreeland and Mrs. William H. Vreeland, his wife; Anna Moore and Frank Moore, her husband; Laura Bartholamew and Fred Bartholamew, her husband; Garret G. Vreeland and Sefrina P. Vreeland, his wife; Elsie L. Gay and William R. Gay, her husband; George E. Brown and Grace G. Brown, his wife; Mabel A. Whitson and George W. Whitson, her husband; Anna C. Brown, Cornelius G. Vreeland and Mrs. Cornelius G. Vreeland, his wife; Anna Harrington, Martin L. Vreeland and Mrs. Martin L. Vreeland, his wife; and Jacob Vreeland, his heirs, devisees and personal representatives:

By virtue of an order of the Court of Chancery in New Jersey made on the day of the date hereof in a cause wherein Charles Siedler is complainant and you and others are defendants, you are required to appear, plead, answer or demur to the bill of said complainant on or before the sixth day of August next, or the said bill will be taken as confessed against you.

The said bill is filed to settle the title of said

*Copy of Notice Attached to Proof of Mailing and Enquiry and Publications.*

Charles Siedler, in and to all those certain lots, tracts, pieces or parcels of land and premises situate, lying and being in Jersey City (formerly Greenville Township) near Droyer's Point, in the County of Hudson and State of New Jersey described as follows:

- 10**     **FIRST TRACT:** Beginning at a point in the center of Swampy Creek where intersected by the westerly line of land of the West Side Connecting Railroad Company conveyed to it by Charles Siedler and running thence (1) northerly along the westerly side of said land to land belonging to the Detwiller & Street Fire Works Manufacturing Company, conveyed to it by Charles Siedler; thence (2) northwesterly about one hundred and seventy (170) feet to the easterly line of a
- 20**     plot of about three and one-half  $3\frac{1}{2}$  acres formerly owned by Doctor Valentine Mott; thence (3) southwesterly along the easterly line of said plot to the southerly line of said plot; thence (4) northwesterly along the southerly line of said plot about one hundred and forty-five (145) feet to the westerly line of plot numbered two hundred and sixty-five (265) on the map made by the commissioners appointed in the year one thousand seven hundred and sixty-three to partition and apportion the common lands of the
- 30**     then Township of Bergen; thence (5) southwesterly along that line about six hundred and fifty-five (655) feet to the centre of said Swampy Creek; thence (6) easterly following the centre line of said Swampy Creek the various courses thereof to the point or place of beginning; subject to the rights of the owners of the Morris Canal in the strip of land used for said Canal
- 40**     which runs across the said tract.

**SECOND TRACT:** Beginning at a point in the

*Copy of Notice Attached to Proof of Mailing and  
Enquiry and Publications.*

centre of Swampy Creek where intersected by the easterly line of land of the West Side Connecting Railroad Company conveyed to it by Charles Siedler, running thence (1) easterly along the centre line of said Swampy Creek the various courses thereof or a continuation thereof to the southwesterly line of land formerly of C. R. Van Riper now of Charles Siedler; thence (2) northwesterly along said line to the easterly line of said land of the West Side Connecting Railroad Company; thence (3) southerly along said line to the northeasterly line of land formerly of John W. Bailey, trustee, conveyed to him by Charles Siedler; thence (4) southeasterly along said line about two hundred and twenty-six (226) feet to West Side Avenue as lately opened; thence (5) along West Side Avenue southwesterly two hundred and fifty (250) feet to the southwesterly line of said land formerly of John W. Bailey, trustee; thence (6) along said line northwesterly about one hundred and six (106) feet to the said easterly line of land of the West Side Connecting Railroad Company; thence (7) again along said line southerly to the point or place of beginning; subject to the rights of the public in West Side Avenue as recently opened across said tract; whereof the said Charles Siedler claims to be the owner; and you are each made a defendant thereto, and if you claim any title to or interest in or encumbrance upon said lands you are required to answer said bill, but not otherwise.

Dated June 5th, 1903.

JAMES E. PYLE,  
Sol'r of Complainant,  
P. O. Address, 15 Exchange Place,  
Jersey City, N. J. 40

**Exhibit—Final Decree in Suit of Siedler v. Vreeland, et als.**

IN CHANCERY OF NEW JERSEY.

	Between		
	CHARLES SIEDLER,		
10	<i>Complainant,</i>	}	On Bill, &c. Decree.
	<i>against</i>		
	MARIA VREELAND, et als.,		
	<i>Defendants.</i>		

20 This cause being opened to the Court by James E. Pyle of counsel with complainant and it appearing that process of subpoena for the defendants to appear and answer the complainant's bill of complaint has been duly issue and returned served upon ten of the defendants, viz: Maria Vreeland, Cathalina Stringham, Eliza Ann Cadmus, Elizabeth Catharine Duree, Jacob Vreeland, Junior, and Mary W. Vreeland, his wife; Catharine Jane Schultz and Isaac A. Schultz, her husband, and Jacob C. Vreeland and Mary Jane Vreeland, his wife, and that due notice of the order of publication made by this Court on the

30 fifth day of June last past, directing the rest of the defendants, viz: Mary Ann Vreeland, Mary Cox and James T. Cox, her husband; Edward A. Vreeland and Mrs. Edward A. Vreeland, his wife; Garret Vreeland and Sarah T. Vreeland, his wife; Henry Vreeland and Mrs. Henry Vreeland, his wife; Joseph Vreeland and Mrs. Joseph Vreeland, his wife; Ella P. Thompson and Frank O. Thompson, her husband; John Walter Vreeland and Mrs. John Walter Vreeland, his wife;

*Exhibit—Final Decree in Suit of Siedler v. Vreeland, et als.*

Henry Van Horn Vreeland and Henrietta G. Vreeland, his wife; Jacob G. Vreeland and Sarah W. Vreeland, his wife; William H. Vreeland and Mrs. William H. Vreeland, his wife; Anna Moore and Frank Moore, her husband; Laura Bartholamew and Fred Bartholamew, her husband; Garret G. Vreeland and Sefrina P. Vreeland, his wife; Elsie L. Gay and William R. Gay, her husband; George E. Brown and Grace G. Brown, his wife; Mabel A. Whitson and George W. Whitson, her husband; Anna C. Brown, Cornelius G. Vreeland and Mrs. Cornelius G. Vreeland, his wife; Anna Harrington, Martin L. Vreeland and Mrs. Martin L. Vreeland, his wife; and Jacob Vreeland, his heirs, devisees and personal representatives, to appear, plead, answer or demur to the complainant's bill of complaint, on or before the sixth day of August then next, has been duly published and has also been mailed to all of said defendants as to whom the said order of publication was taken, excepting Jacob Vreeland, his heirs, devisees and personal representatives, as to whose residences (other than these given in the proofs of mailing herein or who were served with process herein) unsuccessful inquiry was made, all in the manner and as in said order of publication directed and prescribed; and it further appearing that said defendants have not nor have any or either of them appeared, pleaded, answered or demurred to the said bill of complaint within the time limited by law and the said order of publication, or at any other time, but that they have all wholly failed and neglected so to do;

It is on this nineteenth day of August in the year nineteen hundred and three by his Honor William J. Magie, Chancellor of the State of

*Exhibit—Final Decree in Suit of Siedler v. Vreeland, et als.*

New Jersey, ordered, adjudged and decreed and the said Chancellor by virtue of the power and authority of this court, does hereby order, adjudge and decree, that as to the lands and premises in said bill of complaint described to which said defendants made claim as aforesaid, to wit:

**10** all those certain lots, tracts, pieces or parcels of land and premises situate, lying and being in Jersey City (formerly Greenville Township) near Droyer's Point, in the County of Hudson and State of New Jersey described as follows:

First Tract: Beginning at a point in the center of Swampy Creek where intersected by the westerly line of land of the West Side Connecting Railroad Company conveyed to it by Charles Siedler and running thence (1) northerly along the westerly side of said land to land belonging to the Detwiller & Street Fire Works Manufacturing Company, conveyed to it by Charles Siedler, thence (2) northwesterly about one hundred and seventy (170) feet to the easterly line of a plot of about three and one-half ( $3\frac{1}{2}$ ) acres formerly owned by Doctor Valentine Mott; thence (3) southwesterly along the easterly line of said plot to the southerly line of said plot; thence (4) northwesterly along the southerly line of said plot about one hundred and forty-five (145) feet to the westerly line of plot numbered two hundred and sixty-five (265) on the map made by the commissioners appointed in the year one thousand seven hundred and sixty three to partition and apportion the common lands of the then township of Bergen; thence (5) southwesterly along that line about six hundred and fifty-five (655) feet to the centre of said Swampy Creek;

**30** thence (6) easterly following the centre line of said Swampy Creek the various courses thereof

**40**

*Exhibit—Final Decree in Suit of Siedler v. Vreeland, et als.*

to the point or place of beginning; subject to the rights of the owners of the Morris Canal in the strip of land used for said Canal which runs across the said tract.

Second Tract: Beginning at a point in the centre of Swampy Creek where intersected by the easterly line of land of the West Side Connecting Railroad Company conveyed to it by Charles Siedler, running thence (1) easterly along the centre line of said Swampy Creek the various courses thereof or a continuation thereof to the southwesterly line of land formerly of C. R. Van Riper, now of Charles Siedler; thence (2) northwesterly along said line to the easterly line of land of the West Side Connecting Railroad Company; thence (3) southerly along said line to the northeasterly line of land formerly of John W. Bailey, trustee, conveyed to him by Charles Siedler; thence (4) southeasterly along said line about two hundred and twenty-six (226) feet to West Side Avenue as lately opened; thence (5) along West Side Avenue southwesterly two hundred and fifty (250) feet to the southwesterly line of said land formerly of John W. Bailey, trustee; thence (6) along said line northwesterly about one hundred and six (106) feet to the said easterly line of land of the West Side Connecting Railroad Company; thence (7) again along said line southerly to the point or place of beginning, subject to the rights of the public in West Side Avenue as recently opened across said tract; the said defendants and each and every of them have no estate, interest in or encumbrance upon the same, or any part thereof; and that in respect to all of said lands and premises so far as relates to any claim thereon by or on behalf of any of the defendants to this suit, the title of the com-

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*Exhibit—Final Decree in Suit of Siedler v. Vreeland, et als.*

plainant in and to the same and every part thereof, is hereby determined, fixed and settled, and declared to be good.

Respectfully advised,

S. M. Dickinson,  
Adv. Master.

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W. J. MAGIE,  
C.

I, Edward C. Stokes, Clerk of the Court of Chancery of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of the Decree, filed Aug. 20, 1903, in a cause wherein Charles Siedler is complainant and Maria Vreeland, et als., are defendants now on the files of my office.

20

In testimony whereof I have hereto set my hand and affixed the seal of said Court, at Trenton, this eighth day of September A. D. nineteen hundred and three.

E. C. STOKES,  
Clerk.

Received in the Office of the Register of the County of Hudson, N. J., at 11.19 o'clock, June 12, 1905, and recorded in Book 914 of Deeds for said County on page 114, etc.

30

JAMES C. CLARKE,  
Register.

Index under County Block No. 512-513.

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**Opinion by Vice Chancellor Stevenson.**

(March 7, 1919.)

**IN CHANCERY OF NEW JERSEY.**

Between

REALTY COMPANY OF NEW JERSEY,

*Complainant,**and*

M. LORETTA BURGHARDT,

*Defendant.*Memoran-  
dum of Con-  
clusions.

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Vendor's suit to compel specific performance by vendee of a contract to accept deed to real estate and pay for the same.

Heard on stipulations and papers admitted in evidence by consent.

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Mr. William E. Decker for complainant.

Mr. Clarence Linn for defendant.

STEVENSON, V. C.

The sole defense is that the title offered is not marketable.

1. The following will exhibit the alleged defect: In 1903 one Charles Siedler was in peaceable possession of the land, claiming absolute legal title in himself under five certain deeds, each of which purported to convey an undivided one-fifth. It appeared from the record, however, that in 1824 an undivided one-half interest was devised to one Jacob Vreeland. There was no further history of Jacob Vreeland's undivided half interest obtainable from the records or otherwise.

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In 1903 Siedler filed a bill in the Court of Chancery of New Jersey under the provisions of the act entitled "An Act to compel the determination of claims to real estate in certain cases and to quiet title to the same." *4 Compt. St. p. 5399.* The

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*Opinion by Vice Chancellor Stevenson.*

complainant Siedler being unable to ascertain whether Jacob Vreeland was alive, or if dead who were his heirs or devisees, took proceedings in his suit under No. 10 of the Chancery Act to bring into the suit as defendants so as to bind them by the decree, parties named and described as "Jacob Vreeland, his heirs, devisees and personal representatives." A large number of persons were made defendants by their true names, many of them bearing the name Vreeland, and it is indirectly stated in the bill that these persons, or some of them, were heirs or devisees of Jacob Vreeland. There is no claim made or proof presented that these individuals who were proceeded against by name as absent defendants, exhausted the class embraced within the terms "heirs, devisees and personal representatives" of Jacob Vreeland.

The bill by a very plain implication as well as by the fact that it undertakes to get the benefit of No. 10 of the Chancery Act, concedes that at least there might be heirs, devisees or personal representatives of Jacob Vreeland whose names are not known and who must be brought into the suit under No. 10 of the Chancery Act if they can be brought in at all. Some of the defendants whose names are given were served with process. The greater number of named defendants were proceeded against by publication, and among these last appears "Jacob Vreeland, his heirs, devisees and personal representatives".

2. It may be remarked in passing that the act of March 21, 1912 (*P. L. 1912, 151, 1st Sup. Comp. St. p. 1545*) as counsel for the complainant concedes, had no application to the Siedler case in which the decree was made in 1903. No criticism has been made of the proceedings taken under No. 10 of the Chancery Act in this Siedler case excepting that this Statute cannot be applied to

*Opinion by Vice Chancellor Stevenson.*

an action to quiet title under our statute. This point was directly decided in the case of *Hill v. Henry*, 66 N. J. Eq. 150 (Stevens, V. C. 1904). I am entirely unable to distinguish the case at bar from case of *Hill v. Henry*, above cited. One of the propositions decided as the basis of the decree dismissing the bill was "that the provision of No. 10 (of the Chancery Act) have no application to the act to quiet titles." 10

3. Counsel for the complainant argues that the views expressed by Vice Chancellor Stevens in *Hill v. Henry* in regard to the constitutionality of No. 10 are no longer tenable in view of the decision of the Supreme Court of the United States in *American Land Co. v. Zeiss*, 219 U. S. 47, 55 L. ed, 82, also citing *Cona v. Henry Hudson Co.*, 86 N. J. Law 154. I have not deemed it necessary to consider this matter because, conceding all that counsel for the complainant claims in regard to the constitutional questions involved in the case, the decision of the Court of Chancery that No. 10 of the Chancery Act does not apply to suits to quiet title stands unshaken. 20

4. My attention has also been called to the recent case of *Silver v. Gattel*, 105 Atl. Rep. 137 (Lane, V. C. 1918) in which the applicability of No. 10 of the Chancery Act to a suit to foreclose a tax lien under the tax act of 1903 (4 Comp. St. p. 5137, No. 59) was under discussion. Vice Chancellor Lane differs widely from Vice Chancellor Stevens upon the point under consideration, but I have not looked into the matters concerning which these two learned judges appear to differ. In *Hill v. Henry* the learned Vice Chancellor seems expressly to except from the rule requiring a *named* defendant, "tax and condemnation cases," which cases, he adds, "are manifestly peculiar" (p. 155). 30 40

5. I do not doubt that the State has the power

*Opinion by Vice Chancellor Stevenson.*

to provide an action *quasi in rem* for the benefit of all parties interested in property especially land within the State. The *res* is within the State and the other element, reasonable notice, it seems to me, can be provided for in all possible cases. The owners of property within the State are certainly not obliged to submit to inconvenience and

10 loss because persons who appear on the public records as holding interests in the property have disappeared and it is impossible to ascertain whether or not their apparent interests have passed to and are held by persons unknown. What is reasonable notice in an action *quasi in rem*, as has often been said, depends upon circumstances and sometimes cannot be completely defined by statutes or rules of court, but must be left to be

20 prescribed by the court in the particular case. It seems to me that it would be easy to give reasonable notice in an action *quasi in rem* to quiet a title so as to bring in and bind by the decree not only a party named as the original owner of or claimant to some title or interest in the land, but all unknown and unascertainable holders of any title or interest directly or remotely *derived from such party*. Such unknown possible claimants might include not only heirs and devisees of the party named but devisees of heirs and heirs of de-

30 visees, and all other unknown parties acquiring title or colorable title to any interest in the land which title or colorable title was originally derived from the party named in the bill. If any of the unknown and unascertainable possible claimants should appear in the suit and set up their claims, the decree in every instance would "fix and settle the rights of the parties" so as to quiet the title of the complainant as against such party or "determine" precisely what the claim of the

40 party was so that the complainant could deal with it.

*Opinion by Vice Chancellor Stevenson.*

The difficulty which confronts the complainant in this case arises from the fact that while the State of New Jersey has power to create such an action *quasi in rem* against unknown possible claimants whose names cannot be ascertained, according to the decision of this court in *Hill v. Henry*, it had not attempted to do so until after the Siedler suit in the year 1903.

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6. The possibility that devisees of heirs and heirs of devisees of Jacob Vreeland, and grantees and mortgagees from Jacob Vreeland or from parties who derived title from Jacob Vreeland, may be in existence to-day whose interests could not be affected by the decree in 1903 in the Siedler suit, conceding that No. 10 of the Chancery Act was applicable to that suit, was not the subject of any argument in this case and therefore has not been considered.

20

Vice Chancellor Stevens in *Hill v. Henry* (at page 158) in effect expresses the opinion that such possibility would make a suit to quiet title fail even if valid proceedings could be taken under No. 10 to bring unknown and unascertainable heirs and devisees of a party named. In *Silver v. Gattel*, supra, Vice Chancellor Lane decided that the title offered was marketable although the decree on which it rested was based upon a decree of this court in a suit under tax set above referred to against parties named and their "unknown heirs, devisees and personal representatives" without considering the narrow scope of the notice provided for by the statute. As I have already intimated, a distinction plainly may be drawn between suits to establish tax titles which are practically strict foreclosures (*Mitch v. Owens*, 82 N. J. Eq. 404) and suits to quiet title.

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In this connection it may be noted that the answer shows that the title offered rests upon proceedings against unknown heirs or devisees of Jacob Vreeland brought into the suit pursuant

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*Opinion by Vice Chancellor Stevenson.*

to the Chancery Act, but does not allege or point out in any way that there may be holders of interests originally derived from Jacob Vreeland other than heirs or devisees of Jacob Vreeland. The answer seems to confine the objection to the title to the fact that there were or might be other heirs of Jacob Vreeland besides those specifically  
 10 named in Mr. Siedler's bill of complaint, and that these possible unknown heirs could not be brought into the suit by proceedings under No. 10 of the Chancery Act. In view of the form of the answer and the absence of argument the point above referred to I think may well be left undecided in this case.

7. The bill does not allege, nor is there any proof, that the complainant holds a title which he, or any of his predecessors in title, obtained by  
 20 adverse possession against all parties who claim or might claim a title or interest derived originally from Jacob Vreeland. The argument on both sides has been confined to the question whether the title, or colorable title, originating in the devise of an undivided half of the land of Jacob Vreeland in 1824 was extinguished in 1903 by the final decree in the Siedler suit which undertakes to adjudge that the defendants, including "Jacob Vreeland, his heirs devisees and personal repre-  
 30 in question, and that as to these defendants the title of the complainant is "determined, fixed and settled and declared to be good". Without undertaking to consider this question as one open to discussion on the merits I merely find that I am obliged to hold that the question is answered in the negative, so far as the Court of Chancery at present is concerned, by the well considered decision in the case of *Henry v. Henry*. If the com-  
 40 plainant is entitled to a different answer he must get it from our Court of Last Resort.

The bill will be dismissed.

**Final Decree.**

(Filed March 3d, 1919).

**IN CHANCERY OF NEW JERSEY.**

Between

REALTY COMPANY OF NEW JERSEY,

*Complainant,**and*

M. LORETTA BURGHARDT,

*Defendant.*

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This cause coming on to be heard, at Chancery Chambers in the City of Paterson, in the presence of William E. Decker, of Counsel with the complainant, and Clarence Linn, of Counsel with the defendant, and the pleadings and proofs having been heard and the arguments of the respective counsels having been read and considered, and the court having duly considered said pleadings, proofs and arguments, and it appearing to the court that the complainant is not entitled to the relief sought and prayed for by it in its bill of complaint;

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It is, on this third day of March, 1919, by Edwin Robert Walker, Chancellor of the State of New Jersey, Ordered, Adjudged and Decreed that the complainant's bill be and the same is hereby dismissed with costs.

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E. R. WALKER,

C.

Respectfully advised

Eugene Stevenson, V. C.

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**Notice of Appeal.**

(Filed March 3d, 1919).

**IN CHANCERY OF NEW JERSEY.**

Between

REALTY COMPANY OF NEW JERSEY,

10

*Complainant,**and*

M. LORETTA BURGHARDT,

*Defendant.*

To:

CLARENCE LINN, Esq.,

Solicitor of Defendant.

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Sir:

Take notice that the complainant hereby appeals from the final decree made in this court, in the above stated cause, dismissing the bill of complaint filed therein, to the Court of Errors and Appeals in the Last Resort in all Causes.

HARTSHORNE, INSLEY & VREELAND,  
Solicitors of Complainant.

WILLIAM E. DECKER,

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Of Counsel with Complainant.

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

WILLIAM E. DECKER,  
Of Counsel with Complainant.

**Petition of Appeal.**

(Filed March 3d, 1919).

**IN CHANCERY OF NEW JERSEY.**


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 Between

REALTY COMPANY OF NEW JERSEY,

*Appellant,*
*and*

M. LORETTA BURGHARDT,

*Respondent.*


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To the Honorable The Court of Errors and Appeals in the Last Resort in all Causes:

The petition of the Realty Company of New Jersey, a corporation of the State of New Jersey, the appellant in the above stated cause, respectfully shows that your petitioner finds itself aggrieved by the final decree made in the Court of Chancery by his Honor, Edwin Robert Walker, Chancellor of the State of New Jersey, bearing date the 3d day of March, 1919, wherein the said Realty Company of New Jersey was complainant, and the said M. Loretta Burghardt was defendant, in this respect; to wit: The said final decree orders and adjudges that the bill of complaint filed in the said cause be dismissed and the said final decree fails to grant to your petitioner its specific relief prayed for therein, to wit: a decree ordering the specific performance by the defendant of the contract named therein;

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And your petitioner humbly appeals from all of the said decree of the Chancellor which decrees as aforesaid, upon the ground that the same is erroneous;

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Your petitioner therefore prays that the said final decree of the said Chancellor may be in the particulars aforesaid, reversed, set aside and for

nothing holden, and that your petitioner may have such relief in the premises as to this Honorable Court shall seem meet.

HARTSHORNE, INSLEY & VREELAND,  
Solicitors of Appellant.  
WILLIAM E. DECKER,  
Of Counsel with Appellant.

**Answer to the Petition of Appeal.**

10 (Filed March 3d, 1919).

IN CHANCERY OF NEW JERSEY.

Between

REALTY COMPANY OF NEW JERSEY,

*Appellant,*

*and*

20 M. LORETTA BURGHARDT,

*Respondent.*

The answer of the above named respondent to the petition of appeal of the above named appellant:

30 This respondent not acknowledging all or any of the matters which in the said petition of appeal are contained to be true, for answer hereto, nevertheless, says and admits, that a final decree was on the 3d day of March, 1919, made and entered in the Court of Chancery, in the cause for that purpose mentioned in the said petition as is therein stated; but as to the substance and form thereof this respondent prays to refer there-  
40 to when the same shall be produced; and this respondent is advised and believes, that the said final decree is agreeable to equity, and he prays that the same may be affirmed, with costs to be adjudged to this respondent.

CLARENCE LINN,  
Solicitor and of Counsel with Respondent.

003 MAR. 1. 1919

New Jersey Court of Errors and Appeals.

REALTY COMPANY OF NEW JERSEY,

(Complainant) Appellant,

vs.

M. LORETTA BURGHARDT,

(Defendant) Respondent,

On Appeal  
from Chan-  
cery.

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**APPELLANT'S BRIEF.**

The appeal in this case is from the final decree of the Chancellor dismissing a bill of complaint filed by a vendor of lands to require the purchaser thereof to take title thereto and pay the purchase price.

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**Pleadings.**

Appellant in its bill of complaint set out that on July 23rd, 1917 it made a written contract with the respondent whereby it agreed to sell and respondent agreed to buy a tract of land in Jersey City; that on the day of the performance of said contract it tendered a deed of conveyance to and demanded payment of the purchase price of said tract of land from respondent who refused both to accept the deed and pay the purchase price. The prayer of the bill of complaint was for a decree requiring respondent to specifically perform the contract. Case, page 1.

30

Respondent's answer admitted the making of the contract whereby she agreed to purchase said lands, that a deed was tendered to her and

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her refusal to pay purchase price, as set out in the bill of complaint, and justified her refusal to take title to the tract of land because the title appellant was about to convey to her was not marketable; the alleged defect being set out hereinbelow. Case, page 5.

### **Proof at Final Hearing.**

10 After filing the answer the Chancellor made an order of reference to Vice Chancellor Stevenson who heard the case.

At the final hearing of the case the following undisputed facts were established:

The tract of land agreed to be purchased by respondent was part of a lot of land owned in 1824 by John Vreeland and Garret Vreeland, sons of George Vreeland, as tenants in common.

20 John Vreeland who died in 1824 devised his undivided one-half interest in said tract to his nephew Jacob Vreeland, son of Garret Vreeland.

Garret Vreeland who died in 1825 devised his undivided one-half interest in said land to his sons George Vreeland 2nd and Richard Vreeland, equally.

Title to said land was then vested in undivided shares as follows: Jacob Vreeland, one-half part; George Vreeland, 2nd, one-quarter part and Richard Vreeland one-quarter part.

30 The title of George Vreeland, 2nd to an undivided one-quarter half of said tract and of Richard Vreeland to an undivided quarter part after passing by devise upon the deaths of said persons to a number of persons was finally acquired by one Charles Siedler by two deeds, the first in 1881 and the second in 1901, thereby giving Charles Siedler the record title to an undivided one-half part of said land.

40 Both deeds to Siedler purported to convey the entire estate in said lands and it was under these

deeds that Siedler took possession in 1881 and 1901 respectively, and held possession until his conveyance to the appellant.

In 1903 Charles Siedler after having been in peaceable possession of said lands since 1881 and claiming to have acquired title by adverse possession to the undivided one-half part devised to Jacob Vreeland in 1824, filed a bill of complaint in Chancery of New Jersey under the statute entitled "An Act to compel the determination of claims to Real Estate in certain cases, and to quiet title to the same," approved March 2nd, 1870, alleging therein that he had been in peaceable possession of said lands since September 6th, 1880; that he had title thereto, but that his title was denied and disputed by a large number of persons specifically named and also "*Jacob Vreeland or his heirs, devisees and personal representatives*"; that no suit was pending to test the validity of their alleged title or claim; the prayer of the bill was that the rights of all the parties to the suit in and to the lands described therein be fixed and settled "and that your orator may be decreed to have a perfect title thereto, and the defendants to have no estate, interest in, or encumbrance on said lands or any part thereof." The bill of complaint is verified by oath of the complainant's solicitor.

Process of subpoena was issued in this case and served on a number of defendants in this state; as to the remaining defendants including "*Jacob Vreeland or his heirs, devisees or personal representatives*" the Sheriff of Hudson County made an affidavit stating that he had inquired for them

"and has not been able to find them in said county, and this deponent is credibly informed and verily believes that they cannot be found in this state, and that they do not reside in the State of New Jersey". Case, page 21-22.

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To the subpoenas were attached tickets addressed to the defendants served in this state as required by the statute. (See Exhibits, Case, page 27).

On the 5th of June 1903 after the sheriff's return the Chancellor made an order of publication and mailing as to the non-resident defendants which order also provided:

10 "and it is further ordered that notice of this order entitled in the Court only, not in the cause, addressed to the said Jacob Vreeland, his heirs, devisees and personal representatives, and containing a brief statement of the object of this suit, and such other matters as are required by the rules of this Court be published within ten days from the date hereof in the Evening Journal, one of the public newspapers printed and published as aforesaid, for four weeks successively at least once in each week and that a copy thereof be

20 mailed to the said Jacob Vreeland, his heirs devisees and personal representatives or any of them, directed to their post office addresses if the same can be ascertained." (Case, page 29.)

Publication and mailing were made in accordance with the Chancellor's order and proof thereof filed August 11th, 1903. (Case, page 32.)

30 The published notice addressed to "Jacob Vreeland, his heirs, devisees and personal representatives" is reprinted on Case, page 37; it describes the lands, title to which Siedler claimed, by metes and bounds.

The proof of publication and mailing (Case, page 32) sets out that the solicitor did as follows:

40 "and that this deponent further says that he has in good faith made diligent and careful inquiry for the residences and post office addresses of the defendants, Jacob Vreeland and his heirs, devisees and personal representatives, in the manner above stated, and

as well in the manner directed by law and the rules of this court relating thereto, as in every other way by which he thought it probable that he could ascertain such residences or addresses; and that he is credibly informed and believes that said Jacob Vreeland is dead, and he has not been able to discover, and has no information as to the residence or post office address of any of said heirs, devisees or personal representatives, excepting the other defendants to this suit named in the bill.”

10

No appearance having been filed, the Chancellor on August 19th, 1903, made his final decree wherein the proceedings taken in the case were recited and it was adjudged that as to the lands and premises described in the bill of complaint in said cause to which the said defendants made claim, including both the defendants named in said suit and “Jacob Vreeland, his heirs, devisees or personal representatives”

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“have no estate, interest in or encumbrance upon the same, or any part thereof; and that in respect to all of said lands and premises so far as relates to any claim thereon by or on behalf of any of the defendants to this suit, the title of the complainant in and to the same and every part thereof, is hereby determined, fixed and settled, and declared to be good.”

It is conceded that the proceedings to bring in the defendant, in *Siedler v. Vreeland et al*, comply with Section 10 of the Chancery Act.

30

The appellant acquired its title to the lands, agreed to be sold to defendant, from and through Charles Siedler after the final decree of August 17th, 1903 in *Siedler v. Vreeland*, aforesaid.

It appeared at the final hearing that Jacob Vreeland, who died seized of an equal undivided one-half part of said property left other heirs than those specifically named as defendants in

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the bill to quiet title filed in the suit of *Charles Siedler v. Vreeland et al.*

The final decree of the Chancellor appealed from in this case dismissing the appellant's bill of complaint rests on the conclusion of Vice Chancellor Stevenson that so far as the Court of Chancery is concerned the case of *Hill v. Henry*, 66 N. J. Eq. 150, decided by Vice Chancellor Stevens in 1904 constituted a precedent which  
 10 must be followed in the court below (Vice Chancellor's opinion, Case, page 45.

### I.

The final decree in the case of *Siedler against Vreeland, et al.*, which we contend extinguished all outstanding rights in complainant's property that may have been vested in "Jacob Vreeland or his heirs, devisees and personal representatives"  
 20 was filed August 9th, 1903.

The case of *Hill v. Henry*, 66 N. J. Eq., p. 150, was not decided until March 25th, 1904.

In *Hill v. Henry* a bill to quiet title under the Act of the Legislature entitled "An Act to Compel the Determination of Claims to Real Estate in Certain Cases, and to Quiet the Title to the Same" approved March 2nd, 1870, was filed in the Court of Chancery, the bill naming as defendants "William Henry, or his heirs, devisees or  
 30 personal representatives"; process was issued in accordance with Section 10 of the Chancery Act of 1902. Vice Chancellor Stevens in his opinion held (1) that the case had not been proved (p. 160); (2) that Section 10 of the Chancery Act of 1902 did not fit the Act to Quiet Titles of 1870 because the requirements of the Act to quiet Titles are such that unascertained defendants are excluded from its operation (p. 158); and (3) by way of *obiter dicta* doubted that the proceedings  
 40 authorized by Section 10 of the Chancery Act of 1902 constituted "due process of law".

**II.**

Charles Siedler, the appellant's predecessor in title, obtained a deed in 1881 from some of the tenants in common of the lands in question, this deed was recorded in the Register's Office of Hudson County; subsequently and in 1901 he obtained another deed from others of the tenants in common which deed was also recorded in said Register's Office. Said deeds purported to convey to Siedler not an undivided interest but the entire title and under said deeds Siedler entered into the possession of said lands. 10

The deeds to Siedler being conveyances by tenants in common to a stranger, the entry by Siedler thereby operated as a disseizen of the other co-tenants in common. Entry under such a conveyance which has been placed upon record and continuance in the exclusive possession of the lands for the period of twenty years without any interference by the other co-tenants gave title to the whole of said lands by adverse possession. 20

*Foulke vs. Bond*, 41 N. J. L. 527 at p. 540.

**III.**

The Act of the Legislature entitled: "An Act to compel the Determination of Claims to Real Estate in certain Cases, and to quiet the title to the same", approved March 2d, 1870, permits a person in peaceable possession of lands claiming to own the same "to bring and maintain a suit in Chancery to settle the title of said lands, and to clear up all doubts and disputes concerning the same"; when 30

a—his title thereto is denied or disputed, or

b—any other person claims *or is claimed* to own the same or any part thereof, or any interest therein, or to hold any lien or incumbrance thereon; and 40

c—no suit is pending to enforce or test the validity of such title, claim or incumbrance.

This court in *Jersey City v. Lembeck* 31 N. J. Eq. 255 at page 272 referring to the above statute said:

10 “The inequity that was designed to be remedied grew out of the situation of a person in the possession of land as owner, in which land another person claimed an interest which he would not enforce; and the hardship was that the person so in possession could not enforce his adversary to sue, and thus put the claim to the test. The title of the act indicates that this is its purpose, for it is an act to compel the determination of claims to real estate.”

And in *Holmes v. Chester*, 26 N. J. Eq. 79 at page 81, Chancellor Runyon referring to the same statute said:

20 “The statute is remedial and highly beneficial. It should therefore be construed liberally.”

And in *Southmayo v. Elizabeth*, 29 N. J. Eq. 203 at page 205, Vice Chancellor Van Fleet decided:

30 “On the argument, a single fault was ascribed to the bill: that it does not show why the right asserted by the defendants is groundless, but simply declares it to be so by the most general averment. The statute does not require the complainant to do more than this. He is merely required to allege that it is claimed or reputed that there is an outstanding hostile right. He is in the peaceable possession of the land, claiming to be the owner, and has, therefore, a right of putting to the test, in every imaginable case, everything which presents a suspicious appearance against his title, and having it freed from every lurking and unsubstantial claim. *Bogert v. Elizabeth City*, 12 C. E. Gr. 568.”

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In the Revision of the Chancery Act of 1902 the legislature enacted the following sections as sections 10 and 11:

“In all actions hereafter commenced in the court of chancery, whenever it shall appear by the allegations of the bill or petition, duly verified by the affidavit thereto annexed, that any person mentioned in said bill or petition, or his heirs, devisees or personal representatives, are proper parties defendant to said bill of complaint or said petition; and that the complainant or petitioner after diligent and careful inquiry therefor, made as in case of absent defendants, has been unable to ascertain whether such person is still alive, or if he is known or believed to be dead. has been unable to ascertain the names and residences of his heirs, devisees or personal representatives, or such of them as may be proper parties defendant as aforesaid, such action may proceed against such person by name, and his heirs, devisees and personal representatives, as in the case of absent defendants whose names are known; and such notice as is required by law to be published against absent defendants in default of personal service, addressed to such person by name, and to ‘his heirs, devisees and personal representatives,’ and containing such further statements and giving such further time as the chancellor may by his order direct, shall be first published and mailed in such manner as the chancellor may, by his order in said action, direct; and in case such person, or his heirs, devisees or personal representatives, shall not appear, plead, answer or demur within the time limited in said notice, or further allowed by the chancellor, if he shall think proper, on proof to the satisfaction of the chancellor of mailing and publication of said notice as directed, such action may proceed in all respects as if such person, or his heirs, devisees or personal representatives had been duly named and described and served with process of subpoena in said action, and had failed to plead,

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answer or demur within the time thereto allowed by law.

10 "All such defendants, and all persons falling within the description of 'heirs, devisees or personal representatives' of the defendant supposed to be dead as aforesaid, shall thereupon be bound by all orders and decrees in said cause as if they had been duly named and described and served with process in this state, and proofs may be made, costs allowed, security ordered and proceedings for restitution or other relief from said decrees and orders had in like manner as the same are now allowed by law in the case of absent defendants."

Under the authority of this section that the appellant's predecessor in title Charles Siedler brought his suit in Chancery against a large number of persons including "Jacob Vreeland, his heirs, devisees and personal representatives" to quiet title to the lands in this suit.

20 It is this section which Vice Chancellor Stevens in *Hill v. Henry* held could not be fitted to the act to quiet titles. His reason being that under the Act to quiet title the bill filed must name the person who claims or is claimed or reputed to have title to or an interest in the lands in question and that such requirement is carried through every section of the act.

A construction should be put on both statutes so that they may be harmonized if possible.

30 Construing Section 10 of the Chancery Act Vice Chancellor Lane in *Silver v. Gattel*, 105 Atlantic Reporter, 137, at page 138, held:

40 "I am unable to agree with the view expressed by the Vice Chancellor obiter in *Hill v. Henry* that, taking the whole section, that is, section 10, together, the decree which the statute intends shall be made under it is a decree against heirs and devisees and the name of the ancestor and deviser is brought

in only for purposes of description or identification. It seems to me that this construction of the statute is against its express language, its clear purpose, and certainly the established practice."

\* \* \* \* \*

"The purpose of the statute was to provide for two contingencies: First, where it was known that the party interested was dead and the names of his heirs, devisees, and personal representatives were unknown; and second, where it was uncertain whether the person interested was dead or alive, and, if dead, the names of his heirs, devisees, and personal representatives were unknown. In the latter event it seems to me it was contemplated that the decree should go against both the named defendant and his heirs, devisees, and personal representatives. If, in fact, the person interested were alive, he would be bound. If, in fact, he were dead, then his heirs, devisees, and personal representatives would be bound. I am obliged to consider and determine this phase of the matter because the suit under consideration in the present case proceeded against the named defendant and his heirs, devisees, and personal representatives, and the decree went against the named defendant and the class. The proceeding and the decree is in strict accordance with the established practice so far as I have been able to ascertain."

The general rule is that all judicial proceedings must be maintained against a person or corporation by name.

But it is within the power of the legislature to permit a plaintiff under certain circumstances to sue a defendant without setting out his full name; in some instances this has been done.

Parties to bills of exchange, promissory notes or other written instruments who are designated therein by the initial letter or some contraction of the Christian name may be so designated in process in a suit.

3 Comp. Statutes, p. 4059, Sec., 27.

When a plaintiff is ignorant of the name or part of the name of a defendant he may designate in the process or pleading such defendant "by a fictitious name or by as much of his name as is known, adding a description identifying or tending to identify him."

10           3 Comp. Stat. p. 4064, Sec. 43.

A similar provision is contained in the District Court Act of 1898,

2 Comp. Statutes, p. 1965, Sec. 42.

And in a suit in Chancery when the husband of a married woman whose Christian name is unknown he may be proceeded against by "the surname of said wife as appears of record or otherwise, as Mr. \_\_\_\_\_, husband of \_\_\_\_\_.

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P. L., 1915, p. 77.

A married woman whose Christian name is unknown may be proceeded against in Chancery by using her husband's name with the prefix "Mrs." thereto.

1 Comp. Statutes, p. 413, Sec. 9.

30           The purpose of the legislature in requiring that the person claiming adversely to the one filing the bill be named can be none other than to give notice to that person so that he may have an opportunity to establish his claim if he choose.

If that purpose can be accomplished by means that will give notice to the defendant by the use of a description other than the use of a family name preceded by a given name then we submit that Section 10 of the Chancery Act is not incompatible with the Act to quiet title.

40           Notice by publication is justified on the ground

of necessity. The increase of population and the ease with which a person may travel induces persons to remove from place to place because of business or health. Consequently the difficulty of tracing them becomes insurmountable. It is not supposed that every defendant named in a notice published will actually see the notice, a number may but perhaps as many persons who actually see the notice will have their attention directed to it by persons who have read it.

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A name need not of necessity consist of a surname prefixed by a given name, it may be the description of a class of persons.

Describing a person as the "heir of Jacob Vreeland" identifies a person with enough certainty to indicate to that person or to one who knows him well that such notice is addressed to him; the same may be said of the terms "devisee of Jacob Vreeland" and "personal representative of Jacob Vreeland."

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This means of identification is the means adopted by Section 10 of the Chancery Act and is the only way that is possible in a great number of the class of cases which the legislature provided for in the act to quiet titles.

#### IV.

Vice Chancellor Stevens in *Hill v. Henry*, 66 N. J. Eq., 150, at page 153 took occasion by way of *obiter dicta* to throw doubt upon the constitutionality of Section 10 of the Chancery Act of 1902 so far as that section assumed to deal with suits *quasi in rem* on the ground that the notice given thereunder did not constitute due process of law.

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We submit that whatever doubt existed concerning whether the notice prescribed in Section 10 of the Chancery Act of 1902 constituted due

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process of law has been settled by this Court in *Cona v. Henry Hudson Company*, 86 N. J. L., 154 (1914), wherein it was held that Section 10 was the valid exercise by the legislature of the control which a sovereign state has over real property within its borders; and that the notice prescribed by Section 10 given in a partition suit in Chancery to one "James B. McRae, his heirs, devisees and personal representatives" was a

10 sufficient notice to give the Court of Chancery jurisdiction to make a decree of sale under which the interests of the persons included in the notice could be sold. This court stating:

20 "Every sovereign state has control over the property within its borders. The conditions of the ownership of real estate in a given country, whether the owner be citizen or alien, resident or non-resident, are subject to the laws of that state concerning the holding and transfer thereof, and of establishing title thereto. Partition, including sale in lieu of actual partition of lands in New Jersey, is within the doctrine stated; and notice by publication, etc., to non-resident owners and persons believed to be dead, their heirs, devisees or personal representatives, under the provisions of the Chancery Act, clothes our Court of Chancery with power to decree a partition or sale in lieu of partition, and make good title thereto, whether by decree for actual partition, or through a deed of conveyance made by a master in chancery in

30 pursuance of a decree for sale."

Following the San Francisco earthquake and fire in 1906 thereby causing the loss of the title records of land in that county the legislature of California enacted that whenever public records of land titles are destroyed by flood, fire or earthquake the person in actual and peaceable possession of real estate may bring and maintain an

40 action *in rem* against all the world to establish

his title to such property and to determine all adverse claims thereto. The defendants in the suit are to be described both in the pleadings and in the summons as "*all persons claiming any interest in or lien upon the real property herein described, or any part thereof.*" The summons is required to be published at least once a week for two months. (The statute is reprinted in the margin of the report of *American Land Company v. Zeiss*, 219 U. S., 47; 55 L. Ed., 82.)

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The California Supreme Court in *Title v. Document Restoration Company*, 150 Cal., 289; 8 L. R. A. (N. S.), 682, held that this statute was within the power of the legislature to enact.

This same California statute came before the United States Supreme Court in *American Land Company v. Zeiss*, 219 U. S., 47; 55 L. Ed., 82, where it was held to satisfy the due process of law clause of the Federal Constitution.

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The foregoing we submit dispose of the doubt that proceedings under Section 10 of the Chancery Act of 1902 do not constitute due process of law.

## V.

We submit that the final decree of the Chancellor in *Siedler v. Vreeland, et al.*, extinguished whatever outstanding rights that were present in Jacob Vreeland, his heirs, devisees or personal representatives, consequently complainant's title was marketable; and that the final decree of the Chancellor should be reversed.

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HARTSHORNE, INSLEY & VREELAND,  
Solicitors of Appellant.

WILLIAM E. DECKER,  
Of Counsel.

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MAINTENANCE

## New Jersey Court of Errors and Appeals

REALTY COMPANY OF NEW JERSEY,

(Complt.) Appellant,

v.

M. LORETTA BURGHARDT,

(Deft.) Respondent.

On Appeal  
from  
Chancery.

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### **BRIEF FOR RESPONDENT.**

This appeal brings up for review a decree of the Court of Chancery of New Jersey, which dismisses a bill filed by the appellant in said court to compel the respondent to specifically perform a contract made by her with the appellant to purchase from it a tract of land owned by appellant, and in its Bill particularly described. This land the appellant contracted to sell and convey to the respondent by a full covenant, warranty deed, free from all encumbrances, excepting only the rights of the State of New Jersey, or the City of Jersey City, in a creek flowing through said property. 20

The respondent's reason for refusing to perform her part of said contract is because the appellant's title to the premises in question is not marketable. 30

The defect complained of grows out of the manner in which one Charles Siedler claims to have acquired title to said property, as it is through Siedler that the appellant derives its title thereto.

It appears that Siedler in 1903 had an indefeasible record title to an undivided one-half of the premises in question, and claimed to have 40

acquired title by adverse possession to the other undivided one-half thereof, the record title to which then stood in the name of Jacob Vreeland, to whom it had been devised by John Vreeland, a former owner thereof, in 1824. Siedler, thus claiming to own the whole tract of land described in said contract, one-half by deed and one-half by adverse possession, and desiring to more firmly establish in himself the precarious possessory title

10 to the undivided one-half thereof which the real estate records showed in 1903 still stood in the name of Jacob Vreeland, filed a bill in the Court of Chancery under the Act entitled, "An Act to compel the determination of claims to real estate in certain cases, and to quiet title to the same," approved March 2, 1870. In his Bill he set out that he had been in peaceable possession of said lands since the 6th day of September, 1830; that

20 he had title thereto, but that his title was denied and disputed by a large number of persons, specifically named in his bill, among whom was said "Jacob Vreeland, or his heirs, devisees and personal representatives." His bill further set out that no suit was pending to test the validity of those claiming title to said property adversely to him, and prayed that the rights of all the parties to the suit in and to the lands described therein might be fixed and determined, and that he might be decreed to have a perfect title thereto, and the

30 defendants to have no estate, interest in or encumbrance on said lands or any part thereof.

Process of subpoena was duly served upon all defendants upon whom service could be made in the manner prescribed by statute, and returned by the Sheriff with his affidavit of non-residence as to the defendants "Jacob Vreeland, his heirs, devisees or personal representatives."

An order of publication for the appearance of

40 said defendant "Jacob Vreeland, his heirs, devisees

or personal representatives" was then made by the Chancellor, and published and mailed as in said order directed to those heirs and devisees of said Jacob Vreeland whose post-office addresses had him discovered, but to his unknown heirs and devisees no notice of the pendency of said suit was, or could be, given.

Upon proof of such publication and mailing being filed, no appearance having been entered by any defendant, the Chancellor decreed that said "Jacob Vreeland, his heirs, devisees or personal representatives," and all of the defendants specifically named in said cause, have no estate interest or encumbrance upon the lands in said Charles Siedler's said bill of complaint described, or in any part thereof, and that in respect to all of said lands and premises, so far as relates to any claim, thereon by, or on behalf of any of the defendants in said suit, the title of said Charles Siedler in and to the same, and every part thereof, is by said decree determined, fixed, settled and declared to be good.

Said Siedler having by said decree of the Court of Chancery perfected and made absolute, as he believed, the title which he claimed by adverse possession in the undivided one half of said lands, so as aforesaid devised to Jacob Vreeland, afterwards, sold and conveyed them to the appellant.

It is this title thus acquired through Siedler, which, as to one half of the premises in question, depends for its efficacy upon said decree of said Court of Chancery, that the appellant seeks to compel the respondent to accept.

Prior to 1904 this title would probably have been passed by almost any conveyancer without objection. Then, however, was decided the case of *Hill v. Henry*, reported in 21 Dick. Ch. p. 150, in which Vice Chancellor Stevens held (p. 159) that the act to quiet titles, under which Siedler's

suit had been brought, did not extend to heirs and devisees, treated as a class, and not specifically named, and that consequently a decree could not be entered against them in such a suit whereby their rights would be fixed and determined.

10 Under this decision the rights, interest and estate of the unknown heirs, devisees or legal representatives of Jacob Vreeland, in an undivided one half of the premises in question, were *not* cut off by the decree entered in the suit brought by Charles Siedler against them and others, and these rights and this interest and estate are subsisting today.

20 Because of them the respondent refuses to accept the deed tendered her by the appellant for said property, and excuses and justifies her refusal to perform her contract to purchase said property upon the ground that the appellant's title thereto is not marketable.

I respectfully submit that the decree of the Court of Chancery dismissing the Complainant's (Appellant's) bill in said Court should be affirmed:

CLARENCE LINN,  
Counsel of Respondent.

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W. H. & C. O. W. H. & C. O.