

In Chancery of New Jersey.

BETWEEN ROGERS <i>et al.</i> , <i>and</i> TRAPHAGEN, ADMINISTRATOR <i>Defdt.</i>	}	Conclusions of J. D. BEDLE, Advisory Master.	10 20
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I think the jurisdiction of the Court of Chancery to deal with this case equitably is clear, although no question is raised upon it.

The claim of the complainants is subject to equitable adjustment and control.

The administrator has kept his accounts in such a way, and mingled the funds of the estate with his own, in such manner as to make the examination of the case very difficult and for that reason he is entitled to no liberal consideration in a court of equity. Still it is not the right of the complainants in any way, that they should profit by his errors. 30

I detect no actual fraud in the management of the estate. The management has been loose and from a mistaken judgment palpably so; yet in the settlement of the equities and the subjection of himself to proper liability the object of the Court should be to do equity to these complainants, to give them what they are fully entitled

to under the circumstances.

Although the management has been loose, yet in some respects, I think it may be said that it is not unlikely that they will get more out of the estate than if the management had been better.

If there had been a guardian appointed for these minors who were very young when their father died, and the expenses of the guardianship, and the disbursements of the moneys through the hands of a guardian, it is not unlikely that these complainants would have received less than they will receive now. The view I take of it is that they should not profit by the mistakes and looseness of management of the administrator, but that they should by an equitable adjustment be entitled fairly to what their interests require in this estate. Now I will take up these exceptions: -In regard to the 1st & 2d and the 7th and 8th, these being the exceptions applicable to the two children and concerning the claim on the part of the administrator for board after the death of the father and up to the final accounting, and also for clothing, my judgment is that the final account settled May 6, 1872, does not conclude the allowance of these claims. It would not have been proper to include in the final account any of these matters. Whatever advancements have been made to those who are entitled to a distributive share of the estate are not proper matters to go into the final account at all.

The account must be settled without deference to any advance, and the fact of an advancement preceding the final account does not conclude an allowance therefor.

There is an error in a good many that the final account takes in all transactions previous to it. These moneys that are advances on the distributive interest, are to be taken out of the balance when settled in the final account; and therefore I do not regard that these exceptants are concluded by the final account, and do not see any reason why these allowances should not be made up to the final account as claimed for the board of the children and the clothing. They were of tender years and the amount claimed seems to be not unreasonable both for the board

and clothing.

I therefore shall allow these exceptions, viz:—The 1st, 2d, 7th and 8th and these amounts should be taken right out of the balance fund in the final account. They need not disturb the system of calculating interest by the master, except only so far as they will reduce the amount that he starts with.

Now that brings us to the 3d and 9th exceptions, (reads them) I shall disallow these exceptions. The facts do not warrant them.

Now I take up the 4th exception, (read it) speaking generally the master has stopped any allowances on the account of Charles since 1883, or rather there are no allowances after that time, being about the time of his marriage. In the account of the administrator in regard to Charles there is a gap between Nov. 22d, 1879 and April 29, 1881, and this exception is to the non-allowance of a claim for groceries between that date April 29, 1881, and July 1st, 1884. The question is as to whether that exception should be allowed, during this time the mother was living with Charles and his wife. Charles having been married in or about the month of October, 1830. The evidence is clear that Charles got these groceries. He admits it, and it is evident that they were obtained through the instrumentality of the mother.

I have examined this testimony several times on this point, and the conclusion that I have reached is that those groceries, so much a month, were actually received by Charles, and there is no controversy in the case about the facts with reference to it. I therefore think that he should be charged with them, I do not see any reason why he should not be. He was then married. He had his wife, they were living together; the mother was living with them and he got the benefit of these groceries. I think the equities are all most decidedly in favor of allowing that claim.

I now take up the 10th exception and also the 11th. (Reads them.) The 10th exception is a claim for rent from March 1, 1879, to March 1, 1882, at \$10. per month. The 11th exception is a claim for rent from March 1,

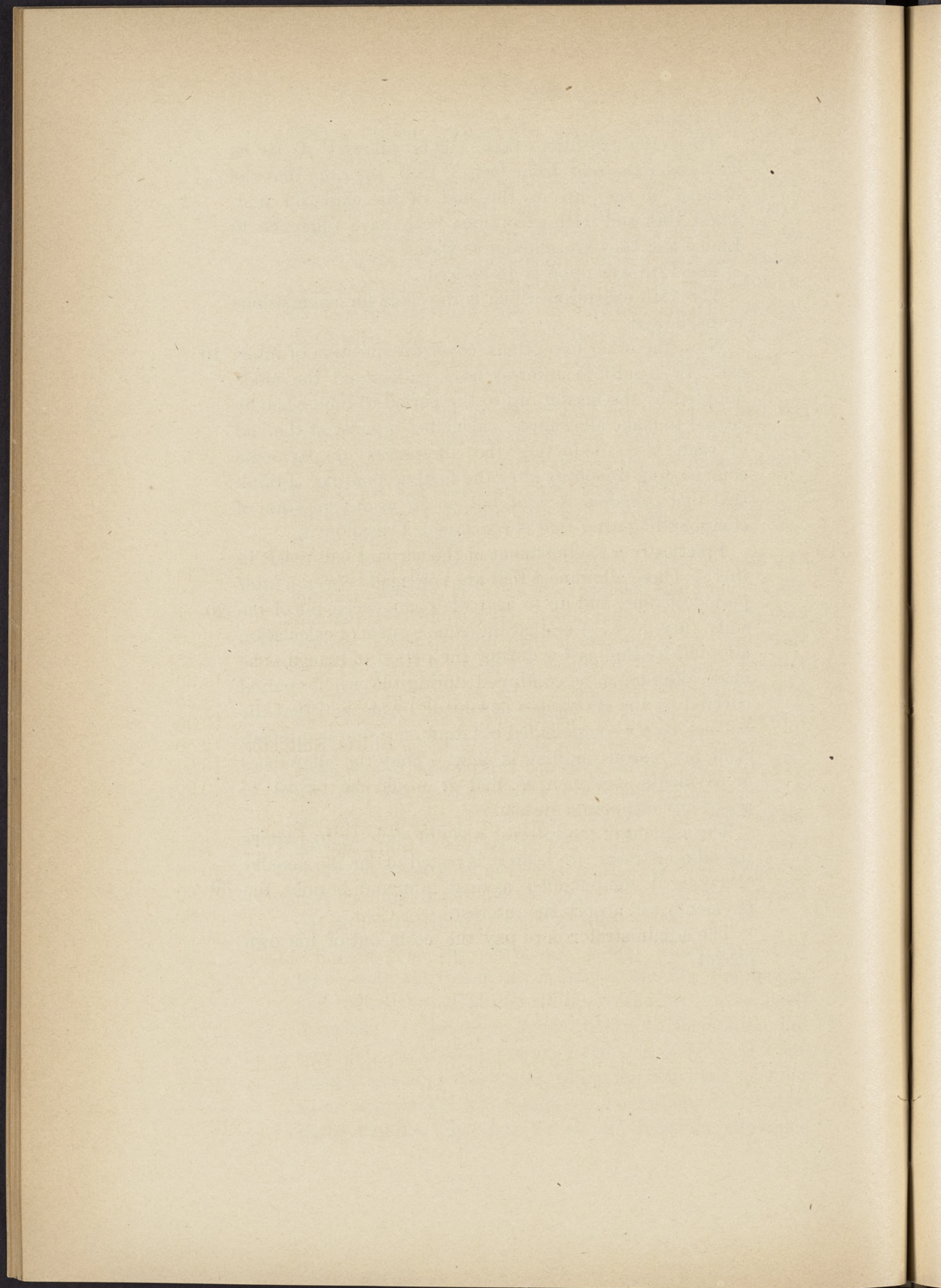


EXHIBIT D I.

CHARLES E. ROGERS, ESQ.,

TO HENRY TRAPHAGEN, DR.

Apl. 11, '73.	—To 122 weeks board paid Sarah E. Rogers, from Dec. 7, 1870, to April 12, 1873, -	\$152.50
	“ cash paid Mrs. S. E. Rogers for clothing furnished between Dec. 7, 1870, and Apl. 12, '73	139.77
May 12.	“ 5 weeks board paid to June 14, 1873, -	12.50
	“ cash paid Mrs. S. E. R. for Hat, Stockings, etc.	2.25
	“ 4 weeks board, paid to May 12, - - -	10.00
	“ cash paid Mrs. S. E. R. for Boots, - - -	2.50
July 15	“ 4 weeks board to July 14, - - -	10.00
	“ cash paid Mrs. S. E. R. for Shirts, Suit, etc.	12.50
Aug. 12.	“ 4 weeks board to August 9, - - -	10.00
	“ cash paid Mrs. S. E. R. for Shirts, - - -	2.00
Sep. 12.	“ 5 weeks board to Sep. 12, - - -	12.50
	“ cash paid Mrs. S. E. R. for Hat, Boots, Suits, etc. - - -	9.85
Oct. 13.	“ 4 weeks board to Oct. 10, - - -	10.00
Nov. 12.	“ 4 “ “ “ Nov. 7, - - -	10.00
	“ cash paid Mrs. S. E. R. for Coat, - - -	10.00
Dec. 17	“ 4 weeks board to Dec. 5, - - -	10.00
	“ cash paid Mrs. S. E. R. for Boots and Shirts,	2.00
Jan. 15, 1874..	“ 5 weeks board to Jan. 9, '74, - - -	12.50
	“ cash paid Mrs. S. E. R. for Boots, - - -	2.00
Feb. 16.	“ 5 weeks board to Feb. 13, '74, - - -	12.50
Mch. 18.	“ 5 “ “ “ Mch. 18, “ - - -	12.50
	“ cash paid Mrs. S. E. R. for Pants and Hat,	3.25
Apl. 20.	“ 5 weeks board to Apl. 24, - - -	12.50
	<u>Forward.</u>	<u>\$473.62</u>

	Forward.....	\$473.62
May 21, '74.—To	5 weeks board to May 21, '74, - - -	12.50
	“ cash paid Mrs. S. E. R. for Vest and Suit,	9.50
June 24.....“	4 weeks board to June 18, - - -	10.00
	“ cash paid Mrs. S. E. R. for Shoes and Shirts,	4.00
July 21.....“	5 weeks board to July 13, '74, - - -	12.50
	“ cash paid Mrs. S. E. R. for Hat and Pants,	3.00
Aug. 26.....“	5 weeks board to Aug. 27, '74, - - -	12.50
	“ cash paid Mrs. S. E. R. for Shirts,	2.00
Oct. 1.....“	5 weeks board to Oct. 1, '74, - - -	12.00
	“ cash paid Mrs. S. E. R. for Suit and Boots,	10.00
Nov. 5.....“	5 weeks board to Nov. 5, - - -	12.50
	“ cash paid Mrs. S. E. R. for Shoes and Drawers	3.50
Dec. 5.....“	4 weeks board to Dec. 3, - - -	10.00
	“ cash paid Mrs. S. E. R. for Coat and Boots,	10.00
Jan. 11, '75...“	5 weeks board to Jan. 7, '75, - - -	12.50
	“ cash paid Mrs. S. E. R. for Hat and Pants, -	4.00
Feb. 12.....“	5 weeks board to Feb. 11, - - -	12.50
	“ cash paid Mrs. S. E. R. for Shirts and St'k'gs.,	3.00
Mch. 20.....“	5 weeks board to March 11, - - -	12.50
	“ cash paid Mrs. S. E. R. for Suit and Shoes,	12.00
May 8.....“	5 weeks board to Apl. 15, - - -	12.50
	“ cash paid Mrs. S. E. R. for Shirt, -	1.00
May 25.....“	5 weeks board to May 20, - - -	12.50
	“ cash paid Mrs. S. E. R. for Hat and Pants,	3.50
June 30.....“	5 weeks board to June 24, - - -	12.50
	“ cash paid Mrs. S. E. R. for Jacket, - -	2.25

Forward.....\$698.87

Forward.....\$698.87

July 28.....To	4 weeks board to July 22, - - -	10.00
	“ cash paid Mrs. S. E. R. for Shoes and Shirts,	4.00
Aug. 25.....“	4 weeks board to Aug. 19, - - -	10.00
Oct. 1.....“	5 “ “ “ Sep. 23, - - -	12.50
	“ cash paid Mrs. S. E. R. for clothing & Shoes,	8.25
Nov. 1.....“	5 weeks board to Oct. 28, '75, - - -	12.50
	“ cash paid Mrs. S. E. R. for Boots, - - -	2.00
Dec. 2.....“	5 weeks board to Dec. 2, - - -	12.50
	“ cash paid Mrs. S. E. R. for Suit, - - -	12.00
Jan. 11, '76...“	5 weeks board to Jan. 6, '76 - - -	12.50
Feb. 10.....“	5 “ “ “ Feb. 10, - - -	12.50
	“ cash paid Mrs. S. E. R. for shirts, - - -	4.50
Mch. 8.....“	cash paid for use of self to Mrs. S. E. R.,	4.00
“ 15.....“	5 weeks board to March 16, - - -	12.50
	“ cash paid Mrs. S. E. R. for Boots and Jacket	4.50
“ 18.....“	cash paid for use of self to Mrs. S. E. R., -	12.50

Apl. 12.....	"	4 weeks board to Apl. 13, - - - -	10.00
	"	cash paid Mrs. S. E. R. for suit, - - -	13.00
May 22.....	"	4 weeks board to May 11, - - - -	10.00
June 23.....	"	5 " - - June 15, - - - -	12.50
	"	cash paid Mrs. S. E. R. for Shirt and Hats,	3.50
July 26.....	"	6 weeks board to July 27, - - - -	15.00
	"	cash paid Mrs. S. E. R. for Suit, - - -	12.00
Oct. 10.....	"	6 weeks board to Sept. 27, - - - -	15.00
	"	cash paid Mrs. S. E. R., for Boots, - -	2.00
	"	cash paid for use of self to Mrs. S. E. R., -	10.00

Forward.....\$948.62

Forward.....\$948.62

Oct. 21.....	To	6 weeks board to Oct. 19, - - - -	15.00
	"	cash paid Mrs. S. E. R. for Shirts and Hat, -	3.00
Apl. 3, '77....	"	Half of amount paid H. Mahnken for groceries furnished self and sister, -	16.67
May, ".....	Do.	Do.	33.65
June 18.....	"	"	27.97
July 20.....	"	"	26.58
Oct. 17.....	"	"	73.17
Dec. 4.....	"	"	4.88
Mch. 16, '78...	"	"	17.96
".....	"	"	26.12
".....	"	"	10.00
May 25.....	"	"	10.41
" 28.....	"	"	10.94
July 17.....	"	"	23.19
Sept. 29.....	"	"	11.00
" 28.....	"	"	10.38
Oct. 18.....	"	"	10.58
Nov. 2.....	"	"	10.14
Jan. 4, '79....	"	"	10.08
Feb. 8.....	"	"	10.36
May 29.....	"	"	8.00
Aug. 29.....	"	"	14.52
Oct.....	"	"	21.31
Nov. 22.....	"	"	21.31
Apl. 29, '81....	"	"	88.03

Forward....\$1458.87

Forward.....\$1458.87

June 10, '81.--	To	cash paid H. Gleistein for groceries to self,	8.—
July 8, ".....	"	"	6.—
Aug. 1, ".....	"	"	6.—
Sept. 1, ".....	"	"	6.—

Oct. 1.	"	"	"	6.—
Nov. 1,	"	"	"	6.—
Dec. 1,	"	"	"	6.—
Jan. 1, '82.—	"	"	"	6.—
Feb. 1,	"	"	"	6.—
Mch. 1,	"	"	"	6.—
May 15,	"	"	William Hemme for groceries,	6.—
June 1,	"	"	"	6.—
July 1,	"	"	"	6.—
Aug. 1,	"	"	"	6.—
Sept. 1,	"	"	"	6.—
Oct. 1,	"	"	"	6.—
Nov. 1,	"	"	"	6.—
Dec. 1,	"	"	"	6.—
Jan. 1, '83.—	"	"	"	6.—
Feb. 1,	"	"	"	6.—
Mch. 1,	"	"	"	6.—
Apl. 1,	"	"	"	6.—
May 1,	"	"	"	6.—
June 1,	"	"	"	6.—
July 1,	"	"	"	6.—
Aug. 1,	"	"	"	6.—

Forward.....\$1622.87

Forward.....\$1622.87

Sept. 1, '83 —	To cash paid Wm. Hemme for groceries for self,	6.—
Jan. 1, '84.—	"	6.—
Feb. 1,	"	6.—
Apl. 14,	"	6.—
May 15,	"	6.—
June 1,	"	6.—
July 1,	"	6.—

To half of amount of rent of second floor, East of premises 185 Pavonia Avenue, occupied by self and Emma A. Rogers, from Jan. 1, 1876, to March 1, '79, at \$9. per month.

171.00

\$1835.87

To half of amount of money paid H. N. Harms, for groceries furnished to complainant at divers times.

16.50

To half of commissions on full amount in hands of defendant, with interest on each item from the date of payment.

New Jersey Court of Errors and Appeals.

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Between

HENRY TRAPHAGEN,
Administrator of Charles E. Rogers,
deceased,
Appellant,
and
CHARLES E. ROGERS and
EMMA A. MARTIN,
wife of Michael Martin,
Respondents.

On appeal from
Decree of the
Court of Chancery. 20

CHARLES E. ROGERS and
EMMA A. MARTIN,
wife of Michael Martin,

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Appellants,
and
HENRY TRAPHAGEN,
Administrator of Charles E. Rogers,
deceased, Respondent.

Cross Appeal.

S. B. RANSOM,

Of Counsel with Henry Traphagen, Administrator, &c.

PARMLEY, OLENDORF & FISK,

Of Counsel for Complainants, Charles E. Rogers, et al.

10 Brief for Henry Traphagen,

ADMINISTRATOR.

Charles E. Rogers died December 7, 1870, leaving him surviving his wife, Sarah E. Rogers, and the complainants, Charles E. Rogers and Emma A. Rogers, his only children. Emma, at the death of her father, was ten years old, and Charles eight years old.

Emma was married August 12, 1877.

Mrs. Sarah E. Martin married about one year after Charles E. Rogers's death.

Letters of administration of the estate of Charles E. Rogers were granted to Henry Traphagen by the Surrogate of the County of Hudson December 24, 1870.

May 6, 1872, Henry Traphagen, as administrator of the said Charles E. Rogers, filed with the Surrogate of the County of Hudson his final account of his administration of said estate, which account was subsequently passed by the Orphans' Court of the County of Hudson, showing a balance of \$6,897.54 in his hands to be distributed.

One-third of the said balance of \$6,397.54 was paid by the said administrator to Sarah E. Rogers, the widow of the deceased, viz., \$2,132.51, leaving in the hands of the administrator for the complainants the sum of \$2,265.03.

As no guardian was appointed for the infants, this amount remained in the hands of the administrator.

The complainants lived with their mother after their father's death, who, having no means for their support, maintenance and education, applied to the said adminis-

trator from time to time to advance money out of the said moneys in his hands for that purpose; and he did advance such moneys as were absolutely necessary for that purpose until the complainants came of age, when they, being unwilling to allow him for such moneys, filed the bill in this suit for an account and settlement. The bill was filed February 29, 1884.

On the fifteenth day of October, 1884, a decree in the cause was made directing the defendant to account and referring it to John A. Blair, Esq., a Special Master, to take and State the accounts. (See this decree, p. 15). 10

April 1, 1885, Special Master made his report. (See this Report, p. 67).

The Master reported as due to the complainant, Charles E. Rogers, the sum of \$2,210.44, and to the complainant, Emma A. Martin, the sum of \$2,824.78.

The Special Master annexed to his report a schedule marked A, being his statement of the account of the administrator with the complainant, Charles E. Rogers. (See Schedule A, p. 69). 20

Also a schedule B, being his statement of the account of the administrator with the complainant, Emma A. Martin. (See Schedule B, p: 80).

To this report of the Special Master the defendant, Henry Traphagen filed exceptions April 22, 1885.

These exceptions are found on page 88.

These exceptions were heard by Joseph D. Bedle, Esq., Advisory Master, to whom the case had been referred. 30

March 20, 1886, the Advisory Master advised a decree allowing a portion of the exceptions and disallowing others, to which two schedules were annexed, viz., one marked A, being the Advisory Master's statement of the account of the administrator with the complainant, Charles E. Rogers, exhibiting a balance due to said complainant of \$1,461.56; the other marked B, being the Advisory Master's statement of the account of the administrator with the complainant, Emma A. Martin, exhibiting a balance due to said Emma of \$1,884.14.

(See Final Decree, p. 92).

(Schedule A, p. 94).

(Schedule B, p. 107).

(See conclusions of Advisory Master, p. 129).

From the Final Decree both parties have appealed.

(See Petition of Appeal by Henry Traphagen, p. 120).

(See Petition of Appeal by Complainants, p. 124).

10 The defendant, Henry Traphagen, annexed to Lis answer a schedule showing the amount of money he had paid to the mother of the complainants when they were small and lived with her, to aid her in their support and maintenance, and to them personally after after they had attained a more advanced age.

(See this schedule marked A on page 9 of the paper book.

In this schedule the administrator charges the moneys he advanced for the two children together as one account.

20 In the order of reference to Special Master Blair, he is directed to take and state said accounts with said complainants jointly or severally, as in his judgment he shall deem equitable; and that the said Master should have power, if he so desired, to require the said defendant, Henry Traphagen, to file with the said Master, within such time as the said Master might fix an account on oath or affirmation, etc.

(See Interlocutory Decree, p. 16, line 22 to line 28).

30 The Master did require the administrator to file separate accounts of the money advanced by him to each of the complainants.

These separate accounts were accordingly filed with the Master, and marked Exhibit D 1.

(See page 18, line 14 to line 18).

(See these separate accounts, Exhibit D 1, p. 135).

Some of the items of these separate accounts the Special Master allowed, and some he did not allow.

(See Report of Special Master, p. 67, and schedules annexed thereto, pp. 69 to 88).

On the coming in of the report of the Special Master

the administrator filed exceptions thereto.

(See Exceptions, pp. 88 to 92).

Of these exceptions the Advisory Master disallowed the 3d, 9th, 12th and 15th, and allowed the 1st, 2d, 4th, 7th, 8th and 11th. He also disallowed the 10th exception in part and allowed it in part.

He also changed to some extent the Master's system of calculating interest, which was excepted to by the 5th, 6th, 13th and 14th exceptions.

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(See Advisory Master's Conclusions, p. 129).

(See also Final Decree, pp. 92 to 94).

See Schedules A and B to Final Decree, pp. 94 to 118).

The defedant has appealed from the finding of the Advisory Master disallowing his exceptions to the Master's report, and the defendants have appealed from the findings on all the exceptions allowed.

So the two appeals bring all the exceptions to the Master's Report before this Court for review.

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I.

The first point made by the defendant below is is that the Final Decree is erroneous in that it disallows the 3d, 9th, 12th and 15th exceptious to the report of the Special Master.

The 3d and 9th exceptions were made under a misapprehension of fact, and are abandoned.

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(See exceptions, pp. 89, 90).

(See also Mr. Traphagen's Testimony, p. 45, line 11.)

The 12th exception to the report of the Special Master is that the Master refused to allow the exceptant, the sum of \$16.50 advanced and paid by the exceptant at the request of the complainant, Emma A. Martin, for groceries furnished her by Henry W. Harms, for her support and maintenance.

(See this Exception, p. 91, line 12).

Henry W. Harms swears that in July and August, 1878, he furnished \$40 worth of groceries to Mrs. Rog-

ers, the mother or these children: and that Mr. Traphagen paid him on account of the bill \$33 00 and some cents.

(See Henry W. Harms's testimony, p. 60, line 13).

The Special Master allowed the administrator one-half the amount, \$16.50, in the account with Charles E Rogers, but refused to allow the other half in the account with Emma A. Martin.

10 (See Special Master's Schedule A, p. 76, line 40 to p. 77, line 3).

When these groceries were got Emma was living with her mother.

(See Emma A. Martin's Testimony, p. 62, line 14).

Mrs. Sarah E. Bogers says Emma resided with her one year after she was married.

Emma's husband paid board for himself the year they lived together.

20 It was during this year these groceries were got

(See Mrs. Sarah E. Rogers's Testimony, p. 32, line 7 to line 11).

The administrator having paid this money in good faith, it should be allowed to him either in the account with Charles or Emma.

30 The 15th exception to the report of the Special Master is that the Special Master refused to allow to the exceptant any commissions on the amount of money received and paid out by him for said complainants, after filing his accounts in the Orphans' Court of the County of Hudson.

(See this exception, p. 91, line 32).

These complainants, instead of choosing a guardian to whom the administrator could pay over the estate, chose to leave it in the hands of the administrator, and require him to advance money from time to time for their support and maintenance. That is, they required him to perform the duties of a guardian, and we insist that he should be allowed the same commission that a guardian would be entitled to for performing the same service.

II.

The decree is erroneous in that it does not allow the tenth exception filed by the administrator to the report of the Special Master in full, but allows it only in part.

The 10th exception is, that the Special Master refused to allow to the exceptant the sum of \$324 for three years rent of premises at No. 185 Pavonia Avenue, in Jersey City, occupied by the complainant, Emma A. Martin, as her dwelling from March 1, 1879, to March 1, 1882, at the rent of \$9 per month. 10

(See Henry Traphagen's Testimony, p. 36, line 11 to line 13).

He says from March 1, 1879, to March 1, 1882, at \$9 per month the rent is charged to Emma, she in the meantime having got married. making \$324.

Emma says she moved in Mr. Traphagen's house, 185 Pavonia Avenue, January 15, 1879. 20

(See her testimony, p. 63, line 7 to line 12).

The Advisory Master has allowed this claim for rent from October 5, 1881, to March 1, 1882, five months, and disallowed the other 31 months. He allows \$45 of defendant's claim, and disallows \$279 of it.

(See conclusions of Advisory Master, p. 131, line 37, to p. 133, line 6).

(Also see Final Decree, p. 93, lines 8 to 11). 30

The ground upon which the Advisory Master made this decision was that Emma, being under the age of 21 years when she took possession of the house on March 1, 1879, her contract to pay rent was void and cannot be enforced against her. That when she became of age on the 5th of October, 1881, she had legal authority to bind her separate estate by her contract, and hence from that time on he allowed the charge.

We think the Advisory Master erred in this decision.

1st We are in a court of equity, not bound by any strict rules of law, where the court is at liberty to do equity between these parties.

The complainants themselves have invoked the aid of a court of equity. For what? To settle this case according to the strict rules of law? Not at all. They pray for an accounting by this administrator on equitable grounds.

Had they intended to hold this administrator to his strict legal liability they would have sued him in a court of law for their respective distributive shares of the said estate as appeared by his final account. Instead of that
10 they come into a court of equity asking equity, and they must be willing to do equity.

Mrs. Martin had recently married a worthy, industrious man, who was earning small wages. They were desirous of setting up their own establishment. He had no means but his daily toil. She had a small patrimony and was willing to use a portion of her income to help her husband in getting a start in the world. To do this she
20 makes this contract with Mr. Traphagen to become responsible for the rent of the house which she rented of him. This was a contract which under our present law, but for her non age, would be enforceable at law. It was a contract which in equity would bind her separate estate. She occupies the premises, gets the full benefit of the contract, and equity requires that she should pay the consideration.

2d. This contract was made March 1, 1879, two years and seven months before she came of age, and run on and was completed five months after she came of age. It
30 was an entire contract. If it was good for the last five months why was it not good for the first 31 months?

3d. We insist that her occupying the premises after she came of age under the original contract, without giving any notice to Mr. Traphagen that she repudiated it on the ground that it was made before she came of age, was a ratification of the contract and binds her separate estate for the full amount of the rent.

(See Mrs. Emma Martin's testimony, p. 61, line 17 to line 22).

She says she became of age October 6, 1881, was born

in 1860, and was married August 12, 1877.

On the same page 61, line 33, she is asked :

Q. Have you received any money, or any clothing, or groceries, or other necessaries from the defendart, Henry Traphagen, since your marriage ?

To which she answered :

A. Nothing but my rent

Again, on page 62, line 1, she is asked :

Q. Have you been supported then entireiy since your marriage by your husband ? 10

A. Entirely ever since, with the exception of the rent.

Q. Then I understand you to say distinctly that since your marriage in 1877 you have received nothing of any kind whatsoever from Mr. Traphagen, as administrator of your father's estate, or from your mother towards your support or maintenance, except such allowance as may have been made for rent ?

A. Nothing whatever but rent. 20

On page 6 , line 10 to line 14, she says that in January, 1879, she moved into Mr. Traphagen's house, 185 Pavonia Avenue, with her husband.

Again on page 64, line 15, she is asked :

Q. Have you ever received on your account any money from Mr. Traphagen, as administrator of your father's estate ?

And in answer says : 30

A. I have never received no money, only my rent.

Q. You say you never received no money only your rent, did you receive any money outside of your rent ?

A. No, from Mr. Traphagen ; it was his house.

(See page 64, line 34), where she is again asked if she ever received directly from Mr. Traphagen, as administrator of her father's estate, any clothing, groceries or other necessaries of life other than, as you have explained, about your residing in rooms in his house ?

A. Nothing but my rent, that is for the last since I

was married.

And being cross-examined, she says (p. 66, line 7 to line 14), she had some benefit from the estate since 1874 without any from her mother, in the shape of groceries and rent up to the time of her marriage, and from rent since her marriage,

10 This examination took place on the seventh and ninth days of February, 1885, between three and four years after she became of age.

We submit that where a person under age enters into a contract and receives the full benefit of the contract and continues to receive the full benefit of it after he becomes of full age, without notice that he repudiates it, cannot, after he has received the full benefit, repudiate it and refuse to perform his part of it.

See 1 Addison on Cont., §160

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“An infant purchaser of real estate, who has taken possession, becomes liable to all the obligations attached to the estate to pay rent in case of a lease rendering rent, and to pay a fine due on admission in the case of a copyhold to which the infant has been admitted, unless he has elected to wave or disagree to the purchase altogether, either during infancy, or after full age, at either of which times it is competent for the infant to do so.”

30 “An infant who acquires railroad shares is in the same situation as an infant acquiring real estate or any other permanent interest. If the infant repudiates, the purchase during infancy, or as soon as he becomes of age, he is not liable for calls made during his infancy; but if there has been no such waiver or repudiation, and he continues to hold the shares after he becomes of age, he is liable for calls made on those shares during infancy, without any act of ratification on his part, and a plea of infancy at the time the calls were made is bad.”

See *North Western Rail. Co. vs. Coombe*, 5 Exch. 565.

Dublin & Wick. Rail. Co. v. Black, 8 Exch. 181.

Mitchell's Case, L. R., 9 Eq. 39.; 39 L. J. Ch. 199.
 Ebbett's Case, L. R., 5 Ch. 302; 39 L. J., Ch. 679.
 2 Kent's Com. 240.

"Infancy is not permitted to protect fraudulent acts; and, therefor, if an infant takes an estate and agrees to pay rent he cannot protect himself from the rent by pre-
 tence of infancy after enjoying the estate when of age,
 according to the doctrine as now understood."

"If an infant pays money on his contract, and enjoys 10
 the benefit of it, and then avoids it when he becomes of
 age, he cannot recover back the consideration paid."

Kirton v. Elliott, 2 Bulstrodes, R. 69; Ld. Mansfield
 in Earl of Buckingham v. Drury, 2 Eden 72.

Holmes v. Blogg, 8 Taunt 508.

Kent further says: On the other hand, if he avoids an
 executed contract when he becomes of age on the ground
 of infancy, he must restore the consideration he had re- 20
 ceived. The privilege of infancy is to be used as a shield
 and not as a sword. He cannot have the benefit of his
 contract on one side without returning the equivalent on
 the other.

See Badger v. Phinney, 15 Mass. R. 359.

Roberts v. Wiggin, 1 N. H. 73.

Roof v. Stafford, 7 Cow. 179.

See Tyler on Infancy v. Cov. 83.

30

"It has been repeatedly adjudicated by the Courts both
 in this country and in England, that the purchase of land
 by an infant, vests the freehold in him till he disagrees
 to it, and in some cases it has been held that his contin-
 uing in possession after full age is an actual confirmation
 of the purchase, (2 Vent. Rep. 203; and see Coke Litt.
 2 b.)

So where an infant takes a lease for years, renders
 rent which is in arrears for several years, and after age
 continues the occupation of the land, it has been held
 that this makes the lease binding, and by consequence,

the lessee is chargable with all the arrears incurred during his minority, for though at full age he might have departed from his bargain, and thereby might have avoided payment of the arrears which the lessor suffered to incur during his minority; yet his continuance in possession after full age ratifies and affirms the contract *ab initio*, and so gives remedy for the arrears of rent incurred from the time of the contract made."

- 10 Bingham on Infancy, 66 and cases there cited.
20 Amer. Jur, p. 273, n 4 and p 278.

III.

The decree is croneous in that, the interest is calculated against the administrator with yearly rests.

The Special Master compounded the interest evcry
20 year.

The Advisory Master held that there should be no compounding of interest, yet in the manner in which the accounts are stated by the Advisory Master, he has violated his own rule. There is about \$100. of compound interest included in the two schedules, annexed to the final decree.

The money was in the administrator's hands; he could not get clear of it. There was no one entitled to receive
30 it from him, and there is no reason for compounding the interest.

Besides the interlocutory decree which was not appealed from does not direct compounded interest or a statement of the accounts with yearly rests.

See Interlocutory Decree, page 15, 16, 17.

Points for Administrator on Appeal by Complainants.

I.

The Advisory Master allowed the 1st, 2d, 4th, 7th, 8th and 11th exceptions filed by the defendant to the Special Master's report. 20

From this decision of the Advisory Master the complainants have appealed.

1st. The 1st, 2d, 7th and 8th exceptions may be considered together, as they are all governed by the same principle.

They cover items of money paid by the administrator for the board and clothing of the two infants from Dec. 7, 1870, the date of the father's death to May 6, 1872, the date of the administrator's final account.

(See exceptions 1 and 2 on page 89, line 5 to line 21).

(See exceptions 7 and 8 on page 90, line 9 to line 25).

It is admitted that these infants had no means of support except the moneys in the hands of this administrator; there was therefore an absolute necessity that it should be advanced to prevent the infants from suffering for the necessaries of life. No pretence is made that the amounts advanced were beyond what the necessities of the children required.

But it is insisted that as these moneys were paid be-

fore the administrator filed his account in the Hudson Orphans' Court, that account is conclusive that they were settled and allowed to the administrator in that account. The Special Master took this view of it.

We insist that they were not brought into that account and had no place there; that they can only be charged against the distributive shares of the infants. Such was the decision of the Advisory Master.

- 10 2d. The 4th Exception to the Special Master's Report filed by the Administrator which the Advisory Master has allowed is that the Special Master did not allow the Administrator the sum of \$294.08 paid by him for the support of Charles E. Rogers, from April 29th, 1881, to the 1st day of July 1884. (See 4th Exception, page 89, line 30 to line 36.)

The evidence shows that the money was paid and the infant got the benefit of it.

- 20 The Special Master assigns in his report no reason for not allowing it.

3. The 11th Exception to the Special Master's report filed by the administrator which the Advisory Master has allowed is that the Special Master refused to allow the Exceptant \$280 for rent of premises 285 Pavonia Avenue occupied by the complainant, Emma Martin, from March 1st, 1882 to July 1st, 1884, at \$10 per month. See 11th Exception, page 91, lines 3 to 11.)

- 30 This question is fully considered in the 11 Point of this brief on the 10 Exception, the occupation of the premises referred to in this Exception being a continuation of the occupation referred to in the 10th Exception.

II.

The complainants also appeal from that part of the decree which allows the 10th Exception, filed by the administrator to the Special Master's Report so far as payments claimed to be made by defendant thereunder from October 5th, 1881, (See 10 Exception, page 90, line 34).

This question is fully considered in the 11 Point of

this brief.

III

The complainants also appeal from that part of the decree which decrees that there shall be no compounding of interest.

We insist this is not a case for the compounding of interest, and that the Special Master had no power to compound interest unless so ordered by the order of 10 reference, which is not done in this case.

S. B. RANSOM, of Counsel,
with HENRY TRAPHAGEN,
Administrator, &c.

20

30

The following is a list of the
 names of the persons who have
 been appointed to the various
 offices of the Board of
 Education for the year
 1871-72.

to under the circumstances.

Although the management has been loose, yet in some respects, I think it may be said that it is not unlikely that they will get more out of the estate than if the management had been better.

If there had been a guardian appointed for these minors who were very young when their father died, and the expenses of the guardianship, and the disbursements of the moneys through the hands of a guardian, it is not unlikely that these complainants would have received less than they will receive now. The view I take of it is that they should not profit by the mistakes and looseness of management of the administrator, but that they should by an equitable adjustment be entitled fairly to what their interests require in this estate. Now I will take up these exceptions: -In regard to the 1st & 2d and the 7th and 8th, these being the exceptions applicable to the two children and concerning the claim on the part of the administrator for board after the death of the father and up to the final accounting, and also for clothing, my judgment is that the final account settled May 6, 1872, does not conclude the allowance of these claims. It would not have been proper to include in the final account any of these matters. Whatever advancements have been made to those who are entitled to a distributive share of the estate are not proper matters to go into the final account at all.

The account must be settled without deference to any advance, and the fact of an advancement preceding the final account does not conclude an allowance therefor.

There is an error in a good many that the final account takes in all transactions previous to it. These moneys that are advances on the distributive interest, are to be taken out of the balance when settled in the final account; and therefore I do not regard that these exceptants are concluded by the final account, and do not see any reason why these allowances should not be made up to the final account as claimed for the board of the children and the clothing. They were of tender years and the amount claimed seems to be not unreasonable both for the board

and clothing.

I therefore shall allow these exceptions, viz:—The 1st, 2d, 7th and 8th and these amounts should be taken right out of the balance fund in the final account. They need not disturb the system of calculating interest by the master, except only so far as they will reduce the amount that he starts with.

Now that brings us to the 3d and 9th exceptions, (reads them) I shall disallow these exceptions. The facts do not warrant them. 10

Now I take up the 4th exception, (read it) speaking generally the master has stopped any allowances on the account of Charles since 188), or rather there are no allowances after that time, being about the time of his marriage. In the account of the administrator in regard to Charles there is a gap between Nov. 22d, 1879 and April 29, 1881, and this exception is to the non-allowance of a claim for groceries between that date April 29, 1881, and July 1st, 1884. The question is as to whether that exception should be allowed, during this time the mother was living with Charles and his wife. Charles 20
having been married in or about the month of October, 1880. The evidence is clear that Charles got these groceries. He admits it, and it is evident that they were obtained through the instrumentality of the mother.

I have examined this testimony several times on this point, and the conclusion that I have reached is that those groceries, so much a month, were actually received by Charles, and there is no controversy in the case about the facts with reference to it. I therefore think that he should be charged with them, I do not see any reason 30
why he should not be. He was then married. He had his wife, they were living together; the mother was living with them and he got the benefit of these groceries. I think the equities are all most decidedly in favor of allowing that claim.

I now take up the 10th exception and also the 11th. (Reads them.) The 10th exception is a claim for rent from March 1, 1879, to March 1, 1882, at \$10. per month. The 11th exception is a claim for rent from March 1,

1882, to July 1, 1884, at \$10. per month. Emma became of age Oct. 5, 1881. The allowances on the account of Emma cease under the master's report Sept. 6, '77, which I understand to be the date of her marriage. I have concluded not to make any allowance for rent previous to Oct. 5, 1881, the time she became of age, and my reason is that although there are some equities in favor of it for the fact that she did with her husband actually occupy this house, yet I do not think that in the light of her minority, and the fact of her having a husband, that I should make this allowance. I think that the administrator should be at whatever loss he has sustained by reason of that—but the proof is in sustance—and there don't seem to be any controversy in the testimony about it, that she was there occupying these premises under an understanding that they were to be paid for out of her share of the estate.

The administrator swears to that and she herself admits it distinctly, in forms of expression like this :—That she had received nothing except rent She repeats that several times over and over again, and it is quite clear from the general run of her testimony that she regarded herself as in there under an arrangement that she should meet the rent out of her estate. Now, when she became of age, I do not see any difficulty in her making such an arrangement, and I think the facts warrant my deciding that that was the fact, and I do not feel willing to deprive the administrator of his claim for that rent under those circumstances, when she an adult taking it from the time of her becoming of age, was occupying this property under an understanding that the rent should be satisfied out of her distributive share of that estate.

I have read the testimony several times upon that point, both the testimony of Emma and Mr. Traphagen, and that is the conclusion which irresistibly forces itself upon me. I therefore think that notwithstanding her husband, but treating her as of age Oct. 5, 1881, and she occupying the premises and getting the benefit of it, under an arrangement that it should come out of her distributive share, that the administrator should have an allowance

for it here.

These two exceptions then will be allowed, so far as they cover the rent from Oct. 5, 1881, the time that she became of age, up to the end of the claim for rent. These 10th and 11th exceptions both have reference to Emma and they are allowed as stated.

The 12th exception is disallowed.

The 15th exception which is the claim for commissions is disallowed.

Now, the other exceptions, cover the question of interest. In regard to interest as I understand the mode adopted by the master, up to the period of time when he ceased to make allowances, calculated interest at the end of each year, deducting the allowances or payments commencing 6 months after the final accounting. I think that that principal is right, but so far as any question of compounding after that is concerned, I disallow it.

Practically a readjustment of the account will result in this :—These allowances that are now made cover a later period of time, and up to near the commencement of the suit. My decision is, that the same system of calculation adopted by the master during the period of time that he made allowances, be continued during the whole period covered by the allowances now made by me, and that the balance be not compounded but draw only simple interest. And my reason for that is this :—That the allowances or payments were such as, that it would be unjust to adopt any compound system.

The amount of the interest was not such as to require the administrator to keep it invested under the penalty of having it compounded against him, and besides, the payments will absorb the interest.

The administrator is to pay the costs out of his own pocket.

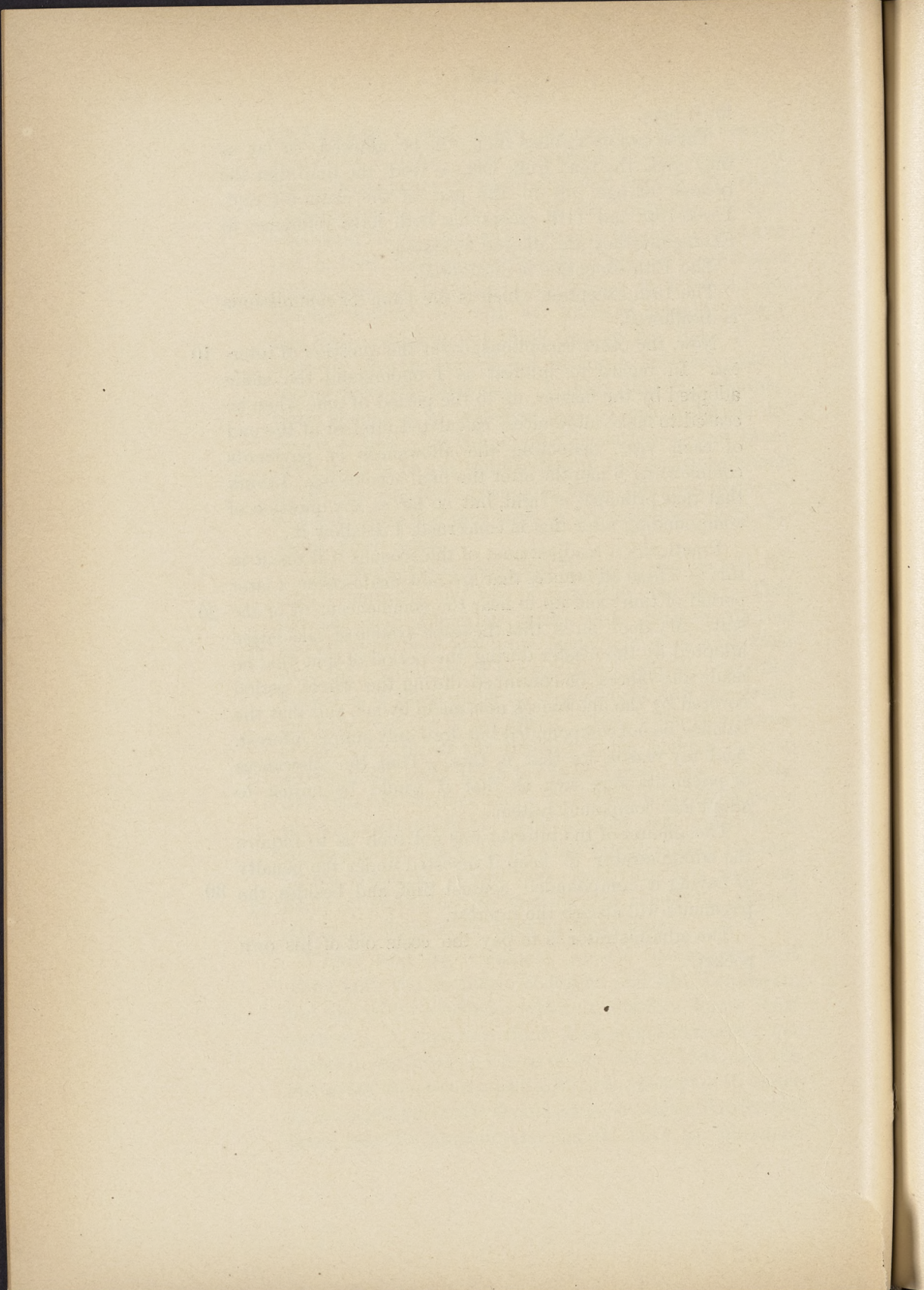


EXHIBIT D I.

CHARLES E. ROGERS, ESQ.,

TO HENRY TRAPHAGEN,

DR.

Apl. 11, '73.	—To 122 weeks board paid Sarah E. Rogers, from Dec. 7, 1870, to April 12, 1873, -	\$152.50
	“ cash paid Mrs. S. E. Rogers for clothing, fur- nished between Dec. 7, 1870, and Apl. 12, '73	139.77
May 12.	“ 5 weeks board paid to June 14, 1873, -	12.50
	“ cash paid Mrs. S. E. R. for Hat, Stockings, etc.	2.25
	“ 4 weeks board, paid to May 12, - - -	10.00
	“ cash paid Mrs. S. E. R. for Boots, - - -	2.50
July 15.	“ 4 weeks board to July 14, - - - -	10.00
	“ cash paid Mrs. S. E. R. for Shirts, Suit, etc.	12.50
Aug. 12.	“ 4 weeks board to August 9, - - - -	10.00
	“ cash paid Mrs. S. E. R. for Shirts, - - -	2.00
Sep. 12.	“ 5 weeks board to Sep. 12, - - - -	12.50
	“ cash paid Mrs. S. E. R. for Hat, Boots, Suits, etc. - - -	9.85
Oct. 13.	“ 4 weeks board to Oct. 10, - - - -	10.00
Nov. 12.	“ 4 “ “ “ Nov. 7, - - - -	10.00
	“ cash paid Mrs. S. E. R. for Coat, - - -	10.00
Dec. 17.	“ 4 weeks board to Dec. 5, - - - -	10.00
	“ cash paid Mrs. S. E. R. for Boots and Shirts,	2.00
Jan. 15, 1874..	“ 5 weeks board to Jan. 9, '74, - - -	12.50
	“ cash paid Mrs. S. E. R. for Boots, - - -	2.00
Feb. 16.	“ 5 weeks board to Feb. 13, '74, - - -	12.50
Mch. 18.	“ 5 “ “ “ Mch. 18, “ - - -	12.50
	“ cash paid Mrs. S. E. R. for Pants and Hat,	3.25
Apl. 20.	“ 5 weeks board to Apl. 24, - - - -	12.50
	Forward.....	\$473.62

	Forward.....	\$473.62
May 21, '74.—To	5 weeks board to May 21, '74, - - -	12.50
	“ cash paid Mrs. S. E. R. for Vest and Suit,	9.50
June 24.....	“ 4 weeks board to June 18, - - -	10.00
	“ cash paid Mrs. S. E. R. for Shoes and Shirts,	4.00
July 21.....	“ 5 weeks board to July 13, '74. - - -	12.50
	“ cash paid Mrs. S. E. R. for Hat and Pants,	3.00
Aug. 26.....	“ 5 weeks board to Aug. 27, '74, - - -	12.50
	“ cash paid Mrs. S. E. R. for Shirts,	2.00
Oct. 1.....	“ 5 weeks board to Oct. 1, '74, - - -	12.00
	“ cash paid Mrs. S. E. R. for Suit and Boots,	10.00
Nov. 5.....	“ 5 weeks board to Nov. 5, - - -	12.50
	“ cash paid Mrs. S. E. R. for Shoes and Drawers	3.50
Dec. 5.....	“ 4 weeks board to Dec. 3, - - -	10.00
	“ cash paid Mrs. S. E. R. for Coat and Boots,	10.00
Jan. 11, '75...	“ 5 weeks board to Jan. 7, '75, - - -	12.50
	“ cash paid Mrs. S. E. R. for Hat and Pants, -	4.00
Feb. 12.....	“ 5 weeks board to Feb. 11, - - -	12.50
	“ cash paid Mrs. S. E. R. for Shirts and St'k'gs.,	3.00
Mch. 20.....	“ 5 weeks board to March 11, - - -	12.50
	“ cash paid Mrs. S. E. R. for Suit and Shoes,	12.00
May 8.....	“ 5 weeks board to Apl. 15, - - -	12.50
	“ cash paid Mrs. S. E. R. for Shirt, -	1.00
May 25.....	“ 5 weeks board to May 20, - - -	12.50
	“ cash paid Mrs. S. E. R. for Hat and Pants,	3.50
June 30.....	“ 5 weeks board to June 24, - - -	12.50
	“ cash paid Mrs. S. E. R. for Jacket, - -	2.25

Forward.....\$698.87

Forward.....\$698.87

July 28.....To	4 weeks board to July 22, - - -	10.00
	“ cash paid Mrs. S. E. R. for Shoes and Shirts,	4.00
Aug. 25.....	“ 4 weeks board to Aug. 19, - - -	10.00
Oct. 1.....	“ 5 “ “ “ Sep. 23, - - -	12.50
	“ cash paid Mrs. S. E. R. for clothing & Shoes,	8.25
Nov. 1.....	“ 5 weeks board to Oct. 28. '75, - - -	12.50
	“ cash paid Mrs. S. E. R. for Boots, - - -	2.00
Dec. 2.....	“ 5 weeks board to Dec. 2, - - -	12.50
	“ cash paid Mrs. S. E. R. for Suit, - - -	12.00
Jan. 11, '76...	“ 5 weeks board to Jan. 6, '76 - - -	12.50
Feb. 10.....	“ 5 “ “ “ Feb. 10, - - -	12.50
	“ cash paid Mrs. S. E. R. for shirts, - -	4.50
Mch. 8.....	“ cash paid for use of self to Mrs. S. E. R.,	4.00
“ 15.....	“ 5 weeks board to March 16, - - -	12.50
	“ cash paid Mrs. S. E. R. for Boots and Jacket	4.50
“ 18.....	“ cash paid for use of self to Mrs. S. E. R., -	12.50

Apl. 12.....	"	4 weeks board to Apl. 13, - - - -	10.00
	"	cash paid Mrs. S. E. R. for suit, - - -	13.00
May 22.....	"	4 weeks board to May 11, - - - -	10.00
June 23.....	"	5 " - - June 15, - - - -	12.50
	"	cash paid Mrs. S. E. R for Shirt and Hats,	3.50
July 26.....	"	6 weeks board to July 27, - - - -	15.00
	"	cash paid Mrs. S. E. R. for Suit, - - -	12.00
Oct. 10.....	"	6 weeks board to Sept. 27, - - - -	15.00
	"	cash paid Mrs. S. E. R., for Boots, - -	2.00
	"	cash paid for use of self to Mrs. S. E. R., -	10.00

Forward.....\$948.62

Forward.....\$948.62

Oct. 21.....	To	6 weeks board to Oct. 19, - - - -	15.00
	"	cash paid Mrs. S. E. R. for Shirts and Hat, -	3.00
Apl. 3, '77....	"	Half of amount paid H. Mahuken for groceries furnished self and sister, -	16.67
May, ".....	Do.	Do.	Do.
June 18.....	"	"	"
July 20.....	"	"	"
Oct. 17.....	"	"	"
Dec. 4.....	"	"	"
Mch. 16, '78...	"	"	"
".....	"	"	"
".....	"	"	"
May 25.....	"	"	"
" 28.....	"	"	"
July 17.....	"	"	"
Sept. 29.....	"	"	"
" 28.....	"	"	"
Oct. 18.....	"	"	"
Nov. 2.....	"	"	"
Jan. 4, '79....	"	"	"
Feb. 8.....	"	"	"
May 29.....	"	"	"
Aug. 29.....	"	"	"
Oct.....	"	"	"
Nov. 22.....	"	"	"
Apl. 29, '81..,	"	"	"

Forward....\$1458.87

Forward.....\$1458.87

June 10, '81.--	To	cash paid H. Gleistein for groceries to self,	8.—
July 8, ".....	"	"	6.—
Aug. 1, ".....	"	"	6.—
Sept. 1, ".....	"	"	6.—

Oct. 1,	"	"	"	6.—
Nov. 1,	"	"	"	6.—
Dec. 1,	"	"	"	6.—
Jan. 1, '82.—	"	"	"	6.—
Feb. 1,	"	"	"	6.—
Mch. 1,	"	"	"	6.—
May 15,	"	"	William Hemme for groceries,	6.—
June 1,	"	"	"	6.—
July 1,	"	"	"	6.—
Aug. 1,	"	"	"	6.—
Sept. 1,	"	"	"	6.—
Oct. 1,	"	"	"	6.—
Nov. 1,	"	"	"	6.—
Dec. 1,	"	"	"	6.—
Jan. 1, '83.—	"	"	"	6.—
Feb. 1,	"	"	"	6.—
Mch. 1,	"	"	"	6.—
Apl. 1,	"	"	"	6.—
May 1,	"	"	"	6.—
June 1,	"	"	"	6.—
July 1,	"	"	"	6.—
Aug. 1,	"	"	"	6.—

Forward \$1622.87

Forward \$1622.87

Sept. 1, '83 —	To cash paid Wm. Hemme for groceries for self,	6.—
Jan. 1, '84.—	"	6.—
Feb. 1,	"	6.—
Apl. 14,	"	6.—
May 15,	"	6.—
June 1,	"	6.—
July 1,	"	6.—

To half of amount of rent of second floor, East of premises 185 Pavonia Avenue, occupied by self and Emma A. Rogers, from Jan. 1, 1876, to March 1, '79, at \$9. per month. 171.00

\$1835.87

To half of amount of money paid H. N. Harms, for groceries furnished to complainant at divers times. 16.50

To half of commissions on full amount in hands of defendant, with interest on each item from the date of payment.

Court of Errors & Appeals

Between

CHARLES E. ROGERS, et al.,

Appellants,

and

HENRY TRAPHAGEN, Admr., &c.,

Respondent.

On Bill, &c.

Between

HENRY TRAPHAGEN, Admr., &c.,

Appellant,

and

CHARLES E. ROGERS, et al.,

Respondents.

On Bill, &c.

Brief on the part of CHARLES E. ROGERS and EMMA A. MARTIN, appellants and respondents.

Statement of Case.

By a decree and order made in the above cause in the Court of Chancery, and dated October 15, 1884, the defendant, Henry Traphagen, was directed to account before John A. Blair, Esq.; Special Master, for certain moneys remaining in his hands as administrator of Charles E. Rogers, deceased, upon a settlement of his accounts in the Hudson County Orphans' Court. Printed case, page 15.

The report of the Special Master on this accounting was made April 1, 1885. Printed case, page 67.

From this report it appears there was then due to the complainant, Charles E. Rogers, the sum of \$2,210.44, and to the complainant, Emma A. Martin, \$2,824.78. To this report the defendant, Traphagen, filed fifteen exceptions. Printed case, page 88.

After hearing upon these exceptions, final decree was advised by Honorable Joseph D. Bedle, Advisory Master, wherein certain exceptions filed by the defendant, Traphagen, were allowed, and certain other exceptions disallowed, and the amount found to be due the complainant, Charles E. Rogers, was \$1,461.56, and to the complainant, Emma A. Martin, \$2,042.40. Printed case, page 92.

The defendant, Traphagen, appeals from said final decree as to the exceptions filed by him and disallowed by the Court of Chancery. Printed case, page 119.

And the complainants appeal to this Court from said final decree as to the exceptions filed by the defendant, Traphagen, and allowed by the Court of Chancery. Printed case, page 123.

By consent the two appeals are jointly brought on for hearing, and the questions presented to the Court are the same as those presented to the Court of Chancery upon the argument of the exceptions filed to the report of the Special Master under the decree for the accounting.

A statement of the facts as admitted in the pleadings, will aid in a consideration of these exceptions.

On December 24, 1870, letters of administration were issued to Traphagen, on the estate of Charles E. Rogers, deceased. On May 6, 1872, he filed his final account, and presented his vouchers to the Hudson County

Orphans' Court, by whom the account was passed, and an order made directing the administrator to distribute the balance in his hands, according to law. The amount in the administrator's hands at that time (May 6, 1872) was \$6,397.53, of which sum one-third (\$2,132.51) belonged to Sarah E. Rogers, widow, and the other two-thirds (\$4,265.02) was to be equally divided between the complainants, then infants.

No guardian was ever appointed for the complainants. From the time of the order of distribution (May 6, 1872), no further order has been made respecting the deposition of the funds in the administrator's hands, and he has never been authorized to act in any other capacity than that of administrator. The complainant, Charles E. Rogers, became of age September 3, 1883, and the complainant, Emma A. Martin, October 5, 1881.

The account has been taken and stated separately as to the two complainants. In many instances the exceptions filed to these two accounts are similar, and can therefore be considered together.

I.

FIRST AND SEVENTH EXCEPTIONS—BOTH ALLOWED.

Refusal of Special Master to allow administrator \$182.50, claimed to have been paid to the mother of the complainants (they being then infants) for their board, from December 7, 1870, to May 6, 1872.

The administrator's account was filed and passed by the Orphans' Court, May 6, 1872, and the amount in his hands due at that time to the complainants, and their mother, fixed at \$6,397.54. This fact is admitted in the pleadings, and admitted on the record before the Master.

These payments, which the Master excluded, were all

made prior to the date of the filing of the final account in the Orphans' Court, and if allowed would reduce the amount which according to the decree of the Orphans' Court, and the admissions in the pleadings, and on the record, was in the hands of the administrator May 6, 1872, to be accounted for and distributed according to law.

The account as filed and passed by the Orphans' Court, is binding and final, not only on the complainants, but on the administrator, as well.

Neither party is in a position to go back of that point; no question of fraud or error having been raised.

It is a presumption of law that all proper payments made by the administrator prior to the date of his final account were duly allowed by the Orphans' Court.

He is now accounting in the Court of Chancery as administrator, and back of his last accounting in that capacity before a judicial tribunal, neither he nor the complainants are permitted to go.

II.

SECOND AND EIGHTH EXCEPTIONS—BOTH ALLOWED.

Refusal of Special Master to allow administrator \$167.82, claimed to have been paid to the mother of the complainants (they being then infants) for their clothing, from December 7, 1870, to May 6, 1872.

The facts connected with these alleged payments are the same as in the case of payments covered by the first and seventh exceptions, and the reasons stated for sustaining the action of the Master in the former case are respectfully repeated here.

III.

THIRD AND NINTH EXCEPTIONS — BOTH DISALLOWED.

Refusal of Special Master to allow administrator \$87.00 claimed to have been paid by the administrator for rent of premises occupied by the complainants, from January 1, 1876, to October 19, 1876.

A quotation from the testimony of the administrator before the Master, is sufficient to dispose of these two exceptions.

He states: "There is a charge for board and clothing, "from January 1, 1876, to October 19, 1876, and also "rent charged for same period—this charge for rent for "this period should be stricken out. The charge for "rent should commence, *October 19, 1876.*" Printed case, page 54, lines 5 to 10 inclusive.

IV.

FOURTH, TENTH AND ELEVENTH EXCEP- TIONS ALLOWED—AND TWELFTH EXCEP- TION DISALLOWED.

FOURTH EXCEPTION.

Refusal of Master to allow administrator \$294.03, claimed to have been paid to the mother of complainant, Charles, for support, from April 29, 1881, to July 1, 1884.

TENTH EXCEPTION.

Refusal of Master to allow administrator \$324.00, claimed to have been paid for rent, for premises occupied by complainant, Emma, from March 1, 1879, to March 1, 1882.

ELEVENTH EXCEPTION.

Refusal of Master to allow administrator \$28.600, claimed to have been paid for rent for premises occupied by complainant Emma, from March 1, 1882, to July 1, 1884.

TWELFTH EXCEPTION.

Refusal of Master to allow administrator \$16.00, claimed to have been paid for groceries furnished mother of complainant, Emma, for her support.

The Master in his allowances to the administrator proceeded as follows :

He allowed no payments claimed to have been made prior to May 6, 1872, to date of the final accounting in the Orphans' Court.

He then allowed *all payments* claimed to have been made by the administrator from that date on account of board, clothing, rent, groceries, &c., up to the period when the children ceased to be any expense whatever to the mother or to the administrator on account of support and maintenance.

This period he fixes in the cases of the complainant, Charles, as October, 1880, and in the case of the complainant, Emma, as September, 1877. All the payment alleged to have been made under the exceptions, now under consideration, were made in the case of each complainant, *after* the dates so fixed by the Master.

On this branch of the case, it is necessary to consider:

First. Should the administrator be allowed any claims for payments alleged to have been made on account of the support and maintenance of the infants, after they ceased to be any expense, to either the mother or the administrator, and after the necessity for such payments ceased.

Second. If the administrator should not be allowed such payments, has the Master fixed the right periods for payments to cease?

First. Should the administrator be allowed any claims for payments made on account of the support and maintenance of the infants after they ceased to be any expense to either the mother, or the administrator, and after the necessity for such payments ceased?

It was a proper subject for the Master to investigate, whether or not the payments claimed to have been made by the administrator for the benefit of the infants, were required, and were necessary under the existing circumstances. If any of the payments claimed, are to be allowed the administrator, he claims such allowance only on the ground that they were made by him while constructively acting as guardian, and under such circumstances he is to be governed by, and held accountable under the laws and practice, governing guardians in such cases. The rule is well established, and universally enforced, that a guardian is only justified in making such payments for support and maintenance on account of his ward, as the necessities of the case, having due regard to the amount of the trust-fund and the position and circumstances in life of the ward, may require.

It will not suffice for him to simply show that certain payments have been made, but he must go further, and upon him falls the burden of justifying the payments both as to their necessity and propriety.

It follows that the application of these principles must depend upon the particular circumstances of each case.

Second. If the administrator should not be allowed such payments, has the Master fixed the right periods for such payments to cease?

In the case now under consideration, there is an entire failure on the part of the administrator to show any necessity for, or to justify that portion of the charges made and covered by these exceptions; in fact the testimony produced by him distinctly shows a want of neces-

sity and propriety of payment. The circumstances in life of the complainants, and their mother, were such as to require no extravagant expenditure.

The payments are claimed to have nearly all been made to the mother, to reimburse her for necessary board and clothing furnished the children.

As a matter of fact it appears beyond dispute that during the time when such payments were alleged to have been made, the children were no expense whatever to the mother, but on the contrary contributed to her support. The circumstances of the two complainants differ in this respect, and it is well to call attention to each case separately.

In the case of the complainant, Charles, it appears from his testimony, that he went to work December 5, 1876, and has remained in the same place, continuously employed, up to the present time. He received for the first year, \$3.00 per week, and thereafter was given an annual increase of \$1.00 per week. From December 5, 1876, until 1880 his testimony is, that he turned over all his wages to his mother, with whom he was then living. A calculation based on this statement shows that during that period he must have given his mother \$648.00, being an average of \$4.00 per week.

By reference to the accounts for board and clothing presented by the mother, and paid by the administrator for the three years immediately preceding October 19, 1876, it is seen that the charges averaged per week, \$3.75, an amount less than that which Charles afterwards contributed from his wages. After 1880, Charles' testimony shows that he retained his wages, was married, October, 1880, went to house-keeping, and supported himself and family, and that his mother went to reside with him, and at his expense.

He states that it is over six years since he has received any clothing or other necessaries from his mother, outside of board, up to 1880, and for that he has as shown contributed out of his wages a sum more than sufficient to compensate his mother.

The mother, called by the administrator, substantiates the statements made by Charles. She says he turned over to her all his wages, and as she expresses it he has been no expense whatever to her, for over four years past.

In the case of the complainant, Emma, it appears from her testimony, that in 1874, she went to work in New York, at lace and fringe work, receiving pay which varied from \$3.00 to \$5.00 per week, the average being about \$4.00 per week. This money was all turned over by Emma to her mother, and the same comparisons of amounts as has been made in the case of Charles, shows that the mother received from her daughter's labors an amount in excess of the cost of her maintenance.

Emma continued to work in New York, almost continuously up to the time of her marriage, August 12, 1877. The testimony of the mother on this subject is, that she did not allow Emma to work in New York all the time, as she was worth to the mother more than \$4 per week at home in assisting in the household duties required by the keeping of boarders. After her marriage, (August 12, 1877), Emma's statement is clear and certain, that she received no clothing, money, groceries or necessaries of life from her mother. Ever since her marriage she has been, so far as her mother is concerned, supported entirely by her husband. From August, 1877, to March, 1879, she and her husband continued to reside at 185 Pavonia avenue, with her mother, but Emma's statement is, that her husband gave her his wages, and she turned them in for the support of the family. Her mother says, that since her marriage, Emma has been of no expense whatever to her; and further, that while they continued to reside together, the husband paid board.

It is a necessary conclusion drawn from this undisputed testimony, that in the case of the complainant, Charles, his mother was at no expense, whatever, for his support and maintenance after December 5, 1876, and that the same statement is true in the case of the complainant, Emma, after 1874. But the Master gives the

administrator more advantage than this, and fixes the time when the boy Charles ceased to be any expense at the date of his marriage in October, 1880, and in the case of the girl, Emma, at the date of her marriage, in August, 1877.

Such being the fact, it follows that all payment made, or alleged to have been made, by the administrator, to the mother on account of supposed support and maintenance for the infants, after the dates mentioned by the Master, were unjustified by the circumstances and unnecessary when viewed with the facts. If the administrator assumed, without authority, to act as guardian, he should have assumed his whole duty. It was incumbent upon him to ascertain the necessity for, and propriety of, these payments he claims to have made. His failure to do so carries with it its own punishment which properly falls upon him, and these complainants should not suffer by reason of the administrator's failure, or neglect to perform completely, a duty which he assumed without being called upon to do so.

Attention is called to the fact that the tenth and eleventh exceptions cover claims for rent of premises alleged to have been occupied by complainant, Emma, *after* her marriage.

This house was the property of the administrator. He made no charge for rent against Emma, from month to month, or from year to year, but simply allowed her to remain there, and now when called upon for an account charges up this rent against her.

It will also be remembered that Emma was married *before* she lived in the house, for which rent is charged; that she resided there with her husband, and he, and not Emma, is accountable to Mr. Traphagen for the rent. The husband is accountable to Mr. Traphagen, not as administrator, but as the owner of the premises rented. This fund in the administrator's hands, is the separate estate of the complainant, Emma, and it is improper to diminish it in this manner.

V.

FIFTH, SIXTH, THIRTEENTH AND FOURTEENTH EXCEPTIONS DISALLOWED.

These exceptions are to the manner in which the Master calculated, and charged interest, on the funds in the hands of the administrator.

That the administrator is chargeable, with interest, on the funds in his hands, is beyond question.

The administrator made his final account to the Orphans' Court, May 6, 1872, when he had in his hands \$4,265.02 belonging to the complainants.

Since that time he has made no investment of all or any part of this fund. He has made no attempt to invest. No application was made by him to the Court for direction as to investment. He has not kept the fund on separate deposit, but on the contrary has mingled it with his own money, used it as his own, and, as he states, sometimes had more and sometimes less than the amount in bank.

Under these circumstances the administrator is chargeable with interest on the funds in his hands.

Section 115 of the Orphans' Court Act (Revision, page 777) makes it the duty of administrators to invest trust funds, and further provides that in case an administrator uses the money which shall come into his hands he shall be accountable, not only for the principal, but for the interest thereon.

When a trustee uses the trust money, in trade or by loan, "he is charged with interest;" so if he mingles it with "his own and uses it in common;" so if he suffers it "to be idle when it might have been invested."

Voorhees *vs.* Stoothoff, 6 Hal., 145. Reprint (171).

"It lies on him (the administrator) to show what has been done with the money and unless he does show it in

a satisfactory manner, he leaves himself open to the conclusion of having used it for his own purposes."

Ibid 157 (187), quoted from *Fox vs. Wilcocks* L. Binney, 190. See also p. 162 (193.)

The foregoing case is affirmed in the case of *McKnight Executors vs. Walsh* 9, C. E. Green, 498 (Ct. of E. and A.) 8 C. E. Green, 136.

The balance of assets remaining in the hands of executors after payment of debts, should either be paid to those entitled thereto or put out at interest for their benefit.

King vs. Berry, 2 Gr. Ch., 261.

The rule is that if an executor, administrator or trustee, negligently suffer the trust moneys in his hands to be idle, or mingle them with his own funds or employ them in his business, he is chargeable with interest.

"It is the duty of an administrator to invest the funds of an infant in his hands within a reasonable time after the settlement of his accounts. Where there is no probability that he will be called on for early payment."

Frey vs. Frey, 2 C. E. Gr., 72.

In this case the executor could expect no early call for payment.

The plan pursued by the Master in calculating interest on the funds in the administrator's hands was to charge him with interest only on the balance of such funds after crediting him with all moneys paid out legally, and making yearly rests and stops. The administrator was allowed six months from the filing of his account in the Orphans' Court in which to invest.

The errors on the part of the Master, if errors there be, are against the complainants, and not the administrator, for it is a question whether the Master should under the circumstances have allowed him the six months, and whether he should not have made semi-annual rather than annual rests.

“ Where the will directs the executor to place out at interest the interest which he received for the purpose of accommodation and the executor renders no account of the disposition of the funds, or what he actually did receive, he ought to be charged as nearly as the same can be ascertained with all he might have made and received in the exercise of due vigilance, he ought to be charged with the annual interest on the principal sum, and allowing six months for receipt and investment, after the manner of the civil law, he ought to be charged with interest on the annual amounts of interest from the termination of six months after they respectively fell due, as long as the capital remained in his hands.”

Voorhees vs. Stoothoff, 6 Hal., 145 (171).

This case (opinion by C. J. Ewing), was under a will directing that the interest received should be put out at interest, but the opinion of the Court discusses the principles and reason of the rule, and cites and reviews many decisions, English and American, and shows that the rule applies equally to an administrator or guardian, who neglects his duties as to investment.

An administrator is not entitled to a diminution in the legal rate of interest upon funds retained in his hands uninvested, on the ground that it would have been difficult to invest in his neighborhood small sums except at less than the legal rate.

Administrators allowed six months from settlement of account for making investments and charged with interest from that time to date of decree.

Frey vs. Frey, 2 C. E. Gr., 72.

Under the final decree the system of calculation of interest adopted by the Special Master is upheld during the period of time that allowances were made for payments by the administrator; but the balance then remaining draws only simple interest. It is contended that the system of yearly rests in the calculation of interest should

be continued to the end of the account, as was the case in the account reported to the Court by the Master.

VI.

FIFTEENTH EXCEPTION—DISALLOWED.

Refusal of Master to allow commissions to administrator on funds in his hands.

The administrator asks allowance of commissions on the fund in his hands. The only capacity in which such claim can be made as an administrator, and in that case he can be allowed commissions only "on all sums that come into his hands."

Rev. Stat., Sec. 110, page 776.

On the settlement of the administrator's account on the Orphans' Court he was allowed full commissions on the money then in his hands. Since that time no further funds have been received, and he has retained the funds in his hands without investment, and converted them to his own use.

"After settlement of his account an administrator is entitled to no commissions upon funds remaining in his hands, where he has neglected to invest them, or has converted them to his own use."

Frey *vs.* Frey, 2 C. E. Gr., 71.

VII.

The allowance of the exceptions filed by the administrator results in diminishing the principal of the fund remaining in his hands after his final accounting in the Orphans' Court.

Had the administrator been vested with all the power and authority of a guardian, he would have had no

authority to expend on account of the complainants anything more than the income derived from the estate.

A guardian must keep his expenses on account of his ward, within the income of the fund, except under direction of the Court, upon his application. If he exceed the income without such direction he does so at his peril, and in order to justify his action, must present as strong a case on his accounting as he would be required to do upon making application to the Court to enable such direction to be made in the first instance.

A guardian cannot apply the ward's principal to his education or support without an order of the Court.

Tyler on Infancy, page 265.

When the charges in the accounts of a guardian exceed the annual income of his ward's estate, he must make out at least as clear case before the Court for the subsequent sanction of his expenditures, as he would have been required to do on an application for its authority to make them in the first place.

Tyler on Infancy, page 271.

The facts in this case conclusively show that no application was ever made by the administrator to the Court, for authority to expend the principal of the fund on the infant's account; that a proper investment of the fund at legal rate of interest would have furnished a sufficient income to pay all the expenses of support and maintenance of the infants, which a careful and economical administration of the trust would have required; that at no time during the continuance of the trust were the circumstances such as would have authorized or enabled a Court to direct payments from the principal of the fund.

VIII.

It is respectfully submitted that the final decree of the Court of Chancery in so far as it allows any of the exceptions filed by the administrator to the report of the special Master, should be reversed, and in all other particulars affirmed, and that the report of the Special Master on the accounting as reported to the Court of Chancery should be in all things confirmed.

PARMLY, OLENDORF & FISK,

Counsel with CHARLES E. ROGERS, and EMMA A.
MARTEN, *Appellants and Respondents.*

Court of Errors and Appeals.

BETWEEN
CHARLES E. ROGERS ET AL.,
Appellants,
and
HENRY TRAPHAGEN, ADMINISTRATOR, &C.
Respondent. } On Bill,
&c.

BETWEEN
HENRY TRAPHAGEN, ADMINISTRATOR, &C.
Appellant,
and
CHARLES E. ROGERS ET AL.,
Respondents. } On Bill,
&c.

PARMLEY, OLENDORF & FISK, Solicitors and Counsel
with Charles E. Rogers and Emma A. Martin.

HENRY TRAPHAGEN, *Pro se.*

Bill of Complaint.

[Filed February 29, 1884.]

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

1. Humbly complaining, shows unto your honor your
orator, Charles E. Rogers, Jr., of Jersey City, in the

county of Hudson, and State of New Jersey, and your oratrix, Emma A. Martin, wife of Michael Martin, of Jersey City aforesaid, that Charles E. Rogers, late of Hudson county aforesaid, was in his lifetime and at the time of his death possessed of and well entitled to a considerable personal estate; and being so possessed and entitled, said Charles E. Rogers departed this life on or about the seventh day of December, A. D. eighteen hundred and seventy, intestate, and leaving him surviving his wife,
10 Sarah Rogers, one of the defendants hereinafter named, and your orator, Charles E. Rogers, Jr., and your oratrix, Emma A. Martin, his children and only next of kin, him surviving.

2. And your orators further show, that at the time of the death of their said father your orators were infants under the age of twenty-one years, but are now of full age, your orator, Charles E. Rogers, the younger of the said two children, having become of age on the third day of September last past.

20 3. And your orators further show, that on or about the twenty-fourth day of December, eighteen hundred and seventy, Henry Traphagen obtained letters of administration of the goods and chattels, rights and credits which were of said Charles E. Rogers, deceased, from the surrogate of the county of Hudson aforesaid, and, by virtue thereof, possessed himself of the personal estate and effects of the said intestate to a large amount and value, and much more than sufficient to pay and satisfy his just debts and funeral expenses.

30 4. And your orators further show, that said Henry Traphagen, as administrator aforesaid, proceeded to administer upon the estate of said deceased, and paid all debts and funeral expenses of said intestate, and on or about the sixth day of May, in the year eighteen hundred and seventy-two, filed his final account as administrator aforesaid in the surrogate's office of Hudson county; and on or about the day of , in said year eighteen hundred and seventy-two, the Orphans Court of said county decreed that said account should be allowed, and
40 that there was a balance in the hands of said adminis-

trator, as shown by said account, of six thousand three hundred and ninety-seven dollars and fifty-four cents, to be distributed according to law.

5. And your orators further show, that no other decree of distribution of the property of Charles E. Rogers, deceased, was ever made by said Hudson County Orphans Court, and that no guardian was ever appointed of the person and property of either your orator or oratrix.

6. And your orator and oratrix further show, that of the aforesaid balance in the hands of said administrator at the time of filing his final account, one-third belonged to said Sarah Rogers, widow of said Charles E. Rogers, and the balance of four thousand two hundred and sixty-five dollars and three cents belonged to your orator and oratrix. 10

7. And your orators further show, that being entitled as aforesaid to the said distributive share of the estate of Charles E. Rogers, deceased, and to the interest, increase and profits thereon accrued since the rendering of said final account, your orators have frequently applied to the said Henry Traphagen, and requested him to come to a full and true account with your orator and oratrix for their said distributive share and the accrued interest, increase and profits thereof, and to pay over respectively to your orator and oratrix, his and her proper share, and have tendered to said Henry Traphagen proper refunding bonds. And your orators well hoped that he would have complied with such reasonable requests, but now so it is, may it please your honor, that the said Henry Traphagen absolutely refuses to comply with such request, and pretends that he has expended the said fund in his hands, or the greater part thereof, for and on account of your orator and oratrix, whereas your orators charge the contrary thereof to be true, and that any such payments made by such administrator during the minority of your orator and oratrix, if any such there were, were contrary to law and equity, and should not be allowed, and so it would appear if the said Henry Traphagen would set forth, as he ought to do, a full and true account of all and singular the aforesaid balance in 20 30 40

his hands as administrator aforesaid at the time of filing his aforesaid final account, and of the accrued interest, increase and profits thereon, and of the moneys received by him on account of the premises and of his application thereof. All which actings, pretences and refusals are contrary to equity and good conscience and tend to the manifest wrong and injury of your orator and oratrix in the premises. In tender consideration whereof, and forasmuch as your orator and oratrix can only have
10 adequate relief in the premises in a court of equity where matters of this nature are properly cognizable and relievable: To the end therefore that the said Henry Traphagen and Sarah Rogers, may, but without oath, which is hereby expressly waived, full, true and perfect answers make to all and singular the premises. And that an account may be taken by and under the direction of this honorable court of the personal estate of said Charles E. Rogers, deceased, possessed by or come to the hands of said Henry Traphagen as administrator afore-
20 said, or to the hands of any other person or persons by his order or for his use; and of the aforesaid balance found in his hands as administrator aforesaid at the time filing the aforesaid final account, and of the increase and profits thereon accrued and of the moneys received by him on account of said fund and of his application thereof; and that your orator and oratrix respectively may be paid one-third part each of said sum of six thousand three hundred and ninety seven dollars and fifty-four cents and of the interest, *in-*
30 *crease* and profits thereon accrued, and that your orator and oratrix may have such further and other relief in the premises as the nature and circumstances of this case may require, and as may be agreeable to equity and good conscience. May it please your honor the premises considered, to grant unto your orator and oratrix the State's writ or writs of subpœna, issuing out of and under the seal of this honorable court, to be directed to the said Henry Traphagen and Sarah Rogers, commanding them and each of them, by a certain day and under a
40 certain penalty therein to be expressed, to be and appear

before your honor in this honorable court, then and there to answer the premises, and to stand to, abide by and perform such order and decree therein as to your honor shall seem meet and shall be agreeable to equity and good conscience. And your orator and oratrix, as in duty bound, will ever pray, etc.

PARMLEY, OLENDORF & FISK,

Solicitors for Complainant.

JOHN OLENDORF, JR.,

Of Counsel. 10

Answer to Bill of Complaint.

[Filed June 20, 1884.]

The answer of Henry Traphagen, one of the defendants to the bill of complaint of Charles E. Rogers and Emma A. Martin, complainants.

This defendant, saving and reserving unto himself all and all manner of advantage of exception to the many errors, untruths and uncertainties, and other imperfections in the said bill of complaint contained, for answer thereunto or unto so much thereof as he is advised is material for him to make answer unto, answering, says: That he admits the allegations in paragraph one of the complainants bill, and that the said Charles E. Rogers, the decedent named in this cause, at the time of his death was possessed of and well entitled to a considerable personal estate, and being so possessed and entitled, the said Charles E. Rogers departed this life on or about the seventh day of December A. D. eighteen hundred and seventy, intestate, and believes the further allegation in the said paragraph contained, that the said Charles E. Rogers left him surviving his wife, Sarah Rogers, one of the defendants in this cause, and the said Charles E. Rogers and Emma A. Martin, his children

and only next of kin, but refers to the truth of these allegations to the proof when produced.

2. And this defendant, further answering, says that he believes the allegation in paragraph two of the complainants bill to be true, so far as the same relates to the ages of the said complainants at the time of the death of their father, the said Charles E. Rogers, and that the said complainants were under the age of twenty-one years, but has no knowledge as to the truth of the
10 further allegations in the said paragraph contained, that the said complainants are now of full age, and that the said complainant, Charles E. Rogers, the youngest of the said children, became of age on the third day of September last past, and refers to the complainants proof to establish this, and as to the truth of the said last mentioned allegations in the said paragraph of the said bill of complaint, this defendant prays that reference may be had to the said proofs and the same distinctly ascertained.

20 3. And this defendant, further answering, says that he admits the allegation in paragraph three in the said bill contained, that on or about the twenty-fourth day of December, in the year eighteen hundred and seventy, this defendant obtained letters of administration of the goods and chattels, rights and credits which were of the said Charles E. Rogers, the decedent mentioned in this cause, from the surrogate of the county of Hudson, and by virtue thereof took possession of the personal estate and effects of the said intestate, and that the same were
30 more than sufficient to pay and satisfy the just debts and funeral expenses of the said Charles E. Rogers, deceased.

4. And this defendant, further answering, says that he admits the allegation in paragraph four of the said bill contained, that he, as administrator as aforesaid of the said Charles E. Rogers, deceased, proceeded to administer upon the estate of the said decedent, paid the debts and funeral expenses of said intestate, and on or about the sixth day of May, in the year eighteen hundred and
40 seventy-two (1872), filed his final account as such admin-

istrator as aforesaid, in the surrogate's office of the said county of Hudson, and on or about the sixth day of May, in the said year eighteen hundred and seventy-two, the Orphans Court of the said county of Hudson decreed that the said account should be allowed, and that there was a balance in the hands of the said administrator as shown by the said account, of six thousand three hundred and ninety-seven dollars and fifty-four cents, to be distributed according to law.

5. And this defendant, further answering, says that he 10 admits the allegations in the fifth paragraph of the said bill of complaint contained, that no other decree of distribution of the remainder of the estate of the said Charles E. Rogers was ever made by the said the Orphans Court of the county of Hudson aforesaid, and that no guardian was ever appointed of the person or property of either of the said complainants in the said estate of the said Charles E. Rogers, deceased, but this defendant says that at the time of the filing of the said final account by this defendant, and since the filing of the same as aforesaid, 20 this defendant expected and believed that a guardian would be appointed of the person and property of the said complainants as infants, and next of kin of the said Charles E. Rogers, deceased.

6. And this defendant, further answering, says that he believes the allegation in the sixth paragraph of the said complainants bill, that at the time of the filing of the said final account by this defendant, as administrator as aforesaid, one-third of the balance remaining in his hands belonged to one Sarah Rogers, widow of the said 30 Charles E. Rogers, and the remainder to the said complainants, to be true; but as to the truth of the said allegations, this defendant refers to the complainants proof, and prays that reference may be had to the said proofs and the same established.

7. And this defendant, further answering, says that he denies the allegation in the seventh paragraph of the said complainants bill contained, that the said complainants frequently applied to this defendant for their distinct distributive shares of the estate of the said 40

Charles E. Rogers, deceased, together with the increase interest and profits thereon accrued since the filing the said final account by this defendant, or frequently requested this defendant to come to a full and true account with the said complainants for their respective distributive shares and the accrued interest increase and profits thereon, or to pay over respectively to the said complainants their said share, and that they have tendered to this defendant proper refunding bonds.

10 8. And this defendant, further answering, says that after the filing of the said final account as administrator as aforesaid, this defendant paid to the said defendant, Sarah Rogers, the alleged widow of the said Charles E. Rogers, the said decedent, her distributive share of the said estate, and took her receipt for the same.

9. And this defendant, further answering, says that he retained the remainder of the said estate of the said Charles E. Rogers, deceased, in his hands to account for the same to and with the said complainants, or the
20 legal representatives of the said decedent, when called upon so to do, with the exception of large sums of money paid out by this defendant for the support, maintenance and education of the said complainants, from the remainders of the said estate of Charles E. Rogers, deceased, pending the appointment of a guardian of the property and persons of the said complainants during their infancy or their coming of legal age, and making proper application for their respective shares in the said estate of the said Charles E. Rogers, deceased.

30 10. And this defendant, further answering, says that the schedule marked *Schedule A*, annexed to this, the said defendant's answer, contains an account of the sums paid both to Sarah Rogers, as widow of the said Charles E. Rogers; and also the sums paid for the support, maintenance and education of the said complainants pending their infancy, appointment of a guardian, or legal demand for their respective distributive shares of the estate of the said Charles E. Rogers, which said schedule he prays may be taken as a part of this, his answer.

40 All of which matters and things this defendant is

ready to aver, maintain and prove, as this honorable court may direct, and he prays that he be hence dismissed with his reasonable costs and charges in this behalf sustained.

HENRY TRAPHAGEN,
Solicitor and Counsel pro se.

SCHEDULE A.

This defendant chargeth himself—
To amount of balance decreed in hands of
defendant May 6, 1872, \$6,397 54 10

This defendant claims allowance as follows:
1873.

April 11. By cash paid Sarah E. Baby, late widow of Charles E. Rogers, being share of said Sarah E. Baby in the estate of deceased,	2,132 51
April 11. By cash paid Sarah E. Baby for 122 weeks' board of Emma A. and Charles E. Rogers, from Dec. 7, 1870, to April 12, 1873,	305 00
May 12. By cash paid Sarah Baby for board and clothing for children,	42 25 ²⁰
May 12. By cash paid Sarah Baby for board and clothing for children,	31 65
June 13. By cash paid Sarah Baby for board and clothing for children to June 14, '73,	42 25
July 15. By cash paid Sarah Baby for board and clothing for children to July 12, '73,	34 50
Aug. 12. By cash paid Sarah Baby for board and clothing for children to Aug. 9, 1873,	28 60
Sept. 12. By cash paid Sarah Baby for board and clothing for children to Aug. 9, 1873,	36 85 ³⁰
Oct. 13. By cash paid Sarah Baby for board and clothing for children to Oct. 10, 1873,	24 85

	Nov. 12. By cash paid Sarah Baby for board and clothing for children to Nov. 7, 1873,	\$37 75
	Dec. 17. By cash paid Sarah Baby for board and clothing for children to Dec. 5, 1873, 1874.	25 00
	Jan. 15. By cash paid Sarah Baby for board and clothing for children to Jan. 9, 1874,	27 75
	Feb. 16. By cash paid Sarah Baby for board and clothing for children to Feb. 13, 1874,	30 00
10	Mch. 18. By cash paid Sarah Baby for board and clothing for children to March 20, 1874,	28 25
	April 20. By cash paid Sarah Baby for board and clothing for children to April 24, 1874,	28 75
	May 21. By cash paid Sarah Baby for board and clothing for children to May 21, 1874,	39 50
	June 24. By cash paid Sarah Baby for board and clothing for children to June 18, 1874,	25 50
	July 21. By cash paid Sarah Baby for board and clothing for children to July 21, 1874,	31 00
20	Aug. 26. By cash paid Sarah Baby for board and clothing for children to Aug. 27, 1874,	32 50
	Oct. 1. By cash paid Sarah Baby for board and clothing for children to Oct. 1, 1874,	37 50
	Nov. 5. By cash paid Sarah Baby for board and clothing for children to Nov. 5, 1874,	31 50
	Dec. 5. By cash paid Sarah Baby for board and clothing for children to Dec. 3, 1874, 1875.	33 00
	Jan 11. By cash paid Sarah Baby for board and clothing for children to Jan. 7, 1875,	33 00
30	Feb. 12. By cash paid Sarah Baby for board and clothing for children to Feb. 1, 1875,	32 50
	Mar. 20. By cash paid Sarah Baby for board and clothing for children to Mar. 11, 1875,	37 00
	May 8. By cash paid Sarah Baby for board and clothing for children to April 15, 1875,	32 75
	May 25. By cash paid Sarah Baby for board and clothing for children to May 20, 1875,	33 50
40	June 30. By cash paid Sarah Baby for board and clothing for children to June 24, 1875,	33 00

July 28. By cash paid Sarah Baby for board and clothing for children to July 22, 1875,	\$26 00
Aug. 25. By cash paid Sarah Baby for board and clothing for children to Aug. 19, 1875,	27 50
Oct. 1. By cash paid Sarah Baby for board and clothing for children to Sept. 23, 1875,	33 25
Nov. 1. By cash paid Sarah Baby for board and clothing for children to Oct. 25, 1875,	33 50
Dec. 2. By cash paid Sarah Baby for board and clothing for children to Dec. 2, 1875, 1876.	37 00 10
Jan. 11. By cash paid Sarah Baby for board and clothing for children to Jan. 6, 1876,	35 00
Feb. 10. By cash paid Sarah Baby for board and clothing for children to Feb. 10, 1876,	33 00
Mch. 15. By cash paid Sarah Baby for board and clothing for children to Mch. 16, 1876,	34 50
Mch. 18. By cash paid Sarah Baby, widow,	25 00
April 12. By cash paid for board and clothing to Apl. 13, 1876,	33 00 20
May 22. By cash paid for board and clothing to May 11, 1876,	30 00
June 23. By cash paid for board and clothing to June 15, 1876,	35 00
July 26. By cash paid for board and clothing to July 27, 1876,	40 00
Oct. 10. By cash paid for board and clothing to Sept. 1, 1876,	45 50
Oct. 10. By cash paid Sarah Baby, widow,	20 00
Oct. 21. By cash paid for board and clothing to Oct. 19, 1876,	39 75
Mch. 8. By cash paid Sarah Baby, widow, 1877.	8 00
April. 3. By cash paid Henry Mahnken for groceries furnished for use of complainants,	33 33
May 3 By cash paid Henry Mahnken for groceries furnished for use of complainants,	67 30
June 18. By cash paid Henry Mahnken for groceries furnished for use of complainants,	55 93

	July 20. By cash paid Henry Mahnken for groceries furnished for use of complainants,	\$53 16
	Oct. 17. By cash paid Henry Mahnken for groceries furnished for use of complainants,	146 34
	Dec. 4. By cash paid Henry Mahnken for groceries furnished for use of complainants,	9 76
	Mar. 16. By cash paid Henry Mahnken for groceries furnished for use of complainants,	35 91
10	Mch. 16. By cash paid Henry Mahnken for groceries furnished for use of complainants,	52 23
	Mch. 16. By cash paid Henry Mahnken for groceries furnished for use of complainants,	20 00
	May 25. By cash paid Henry Mahnken for groceries furnished for use of complainants,	20 81
	May 28. By cash paid Henry Mahnken for groceries furnished for use of complainants,	21 87
	July 17. By cash paid Henry Mahnken for groceries furnished for use of complainants, 1878.	46 37
20	Sept. 29. By cash paid Henry Brinkman for groceries furnished for use of complainants,	21 90
	Sept. 28. By cash paid Henry Brinkman for groceries furnished for use of complainants,	20 76
	Oct. 18. By cash paid Henry Brinkman for groceries furnished for use of complainants,	21 16
	Nov. 2. By cash paid Henry Brinkman for groceries furnished for use of complainants, 1879.	20 27
30	Jan. 4. By cash paid Henry Brinkman for groceries furnished for use of complainants,	20 16
	Feb. 8. By cash paid Henry Brinkman for groceries furnished for use of complainants,	20 72
	May 29. By cash paid Henry Brinkman for groceries furnished for use of complainants,	16 00
	Aug. 29. By cash paid Henry Brinkman for groceries furnished for use of complainants,	29 04
	Oct. By cash paid Henry Brinkman for groceries furnished for use of complainants,	42 62
40	Nov. 22. By cash paid Henry Brinkman for groceries furnished for use of complainants,	42 62

1881.

April 29. By cash paid Henry Brinkman for groceries furnished for use of complainants,	\$176 05
June 10. By cash paid Henry Gleisten for groceries furnished for use of complainants,	8 00
July 8. By cash paid Henry Gleisten for groceries furnished for use of complainants,	6 00
Aug. 1. By cash paid Henry Gleisten for groceries furnished for use of complainants,	6 00
Sept. 1. By cash paid Henry Gleisten for groceries furnished for use of complainants,	6 00 10
Oct. 1. By cash paid Henry Gleisten for groceries furnished for use of complainants,	6 00
Nov. 1. By cash paid Henry Gleisten for groceries furnished for use of complainants,	6 00
Dec. 1. By cash paid Henry Gleisten for groceries furnished for use of complainants,	6 00

1882.

Jan. 1. By cash paid Henry Gleisten for groceries furnished for use of complainants,	6 00 20
Feb. 1. By cash paid Henry Gleisten for groceries furnished for use of complainants,	6 00
Mch. 1. By cash paid Henry Gleisten for groceries furnished for use of complainants,	6 00
May 15. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
June 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
July 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00 39
Aug. 1. By cash paid William Hernme for groceries furnished for use of complainants,	12 00
Sept. 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
Oct. 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
Nov. 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
Dec. 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00 40

1883.

Jan. 1. By cash paid William Hernme for groceries furnished for use of complainants,	\$6 00
Feb. 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
Mar. 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
April 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
10 May 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
June 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
July 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
Aug. 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
Sept. 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00

20 1884.

Jan. 15. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
Feb. 14. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
April 14. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
May 15. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
June 1. By cash paid William Hernme for groceries furnished for use of complainants,	6 00
30 By rent of second floor (west) of premises 185 Pavonia avenue, occupied by complainants from Jan. 1, 1876, to March 1, 1882, at \$9 per month,	666 00
By rent from March 1, 1882, to July 1, 1884, at \$10 per month,	280 00
By cash paid Henry Harms, at divers times and in divers sums, for groceries furnished to and for the use of complainants,	300 00

By commissions,	\$271 92
	<hr/>
Total,	\$6,536 53
Amount charged to defendant,	6,397 54
	<hr/>
Balance due in favor of this defendant,	\$138 99
Together with interest on the various sums from their respective dates.	

HENRY TRAPHAGEN,
Solicitor and Counsel pro se. 10

Formal replication filed July 15, 1884. Cause referred to Hon. Joseph D. Bedle, advisory master, Aug. 11, 1884, who, after hearing, made the following decree for account and order of reference to John A. Blair, Esq., special master. (Proofs taken before advisory master not printed.)

Decree for Account and Order of Reference.

[Filed October 20, 1884.]

This cause coming on to be heard before Hon. Joseph D. Bedle, advisory master, in the presence of Parmly, 20 Olendorf & Fisk, solicitors of and counsel with the complainants, and H. L. R. Van Dyke, Esq., of counsel with the defendant, Henry Traphagen, (the complainants bill having been heretofore taken as confessed against the other defendant), and the pleadings having been read, and the testimony of the witnesses having been taken in open court, and the argument of counsel having been heard and considered, and the court having duly considered the same, and it appearing to the court that the defendant, Henry Traphagen, as administrator of 30 the estate of Charles E. Rogers, deceased, had in his hands a certain sum of money, as appears by the final

account of said administrator, on file in the Orphans Court of the county of Hudson, and ordered by said court to distribute the same according to law, and that the said defendant, Sarah Rogers, was the widow, and the said complainants, Charles E. Rogers and Emma A. Martin, were and are the only children and next of kin of said Charles E. Rogers, deceased, and, as such, became entitled each to one third part of said balance and sum of money so remaining in the hands of said Henry Trap-
10 hagen, administrator as aforesaid—

It is thereupon, on this fifteenth day of October, eighteen hundred and eighty-four, ordered, adjudged and decreed, that the said defendant, Henry Traphagen, do account to the said complainants for the balance and sum of money remaining in his hands as such administrator of Charles E. Rogers, deceased; and it is further ordered that it be referred to John A. Blair, Esq., one of the special masters of this court, to take and state an account of the same between the defendant, Henry Trap-
20 hagen, as administrator as aforesaid, and the complainants, as next of kin of said Charles E. Rogers, deceased, and the said master is to take and state said account with said complainants jointly or severally, as in his judgment he shall deem equitable; that said master shall have power, if he so desires, to require the said defendant, Henry Traphagen, to file with said master within such time as said master may fix, an account, on oath or affirmation, of the balance or sum of money in his hands as the administrator of the said Charles E.
30 Rogers, deceased, and that for the better clearing of said account, the parties are to produce before said master, upon oath or affirmation, if required, and leave with said master all books, receipts or other writings in their or either of their custody or possession relating, and are to be examined upon interrogatories, as the said master shall direct; and the said master is also to have power to examine other witnesses in relation to said account, and to do all other matters and things that shall be necessary to arrive at a just and true account between said
40 parties, and in the taking of said account he is to make

to all parties all just and legal allowances and to report upon such accounting what appears to be due from any of the parties to the other or others, and also the balance which, upon the said account, shall appear to be due from either party to the other or others.

And the said master is to make his report with all convenient speed touching the matters and things hereby referred to him, and if, in taking the said account, any special matter shall arise, he is at liberty to state the same to the court, and all further equity is reserved ¹⁰ until the coming in of said master's report.

THEODORE RUNYON, C.

Respectfully advised.

J. D. BEDLE, *Advisory Master.*

Depositions.

[Filed April 6, 1885.]

Depositions of witnesses taken in the above cause, before me, John A. Blair, one of the masters of the Court of Chancery of New Jersey, at my office, No. 47 Montgomery street, Jersey City, New Jersey, in the presence of Messrs. Parmly, Olendorf & Fisk, solicitors for complainants, and Henry Traphagen, himself the defendant.

Henry Traphagen, being sworn as witness—

It is hereby admitted by the parties to this suit, that the said defendant on or about the sixth day of May, A. D. eighteen hundred and seventy-two, filed his final account as administrator of the estate of Charles E. Rogers, deceased, in the Orphans Court of the county of Hudson, and that there was, by said account, in the hands of ³⁰ the said defendant as such administrator, a balance of six

thousand three hundred and ninety-seven dollars and fifty-four cents (\$6,397.54) to be distributed according to law.

It is further admitted on the part of the complainants that the defendant did pay to the widow the sum of \$2,132.51, as set forth in his answer, in this cause.

This leaves the balance of moneys to be accounted for in this proceeding, the sum \$4,265.03.

The further examination in this cause stands adjourned 10 to Saturday, Nov. 8th, 1884, at 11 A. M., at which time the examination proceeded as follows, as to account of Charles E. Rogers, Esq.—

The defendant produces a paper, which he states is a statement of his account as administrator with Charles E. Rogers, and that the same is complete, except as to two items—one for commission (\$271.92), and an item of three hundred dollars paid to Henry Harms for groceries. This paper marked *Exhibit D 1*.

For first item of \$152.50, April 11, 1873, defendant 20 produces a voucher, which is marked *Exhibit 1*.

For item of same date, \$139.77, the defendant produces voucher, marked *Exhibit 2*.

For item May 12, 1873, \$12.50, the defendant produces a voucher, marked *Exhibit 3*.

For next item of May 12, 1873, of \$2.25, the defendant produces voucher, marked *Exhibit 4*.

For next item, 4 weeks' board, \$10, the defendant produces voucher, *Exhibit 5*.

For next item, cash paid, &c., \$2.50, the defendant 30 produces voucher, marked *Exhibit 6*.

For next item, July 15, 4 weeks' board to August 9, the defendant produces voucher, marked *Exhibit 7*.

For next item, shirts and suit, &c., \$12.50, the defendant produces voucher, *Exhibit 8*.

For next item, August 12, 1873, 4 weeks' board, \$10, the defendant produces voucher, *Exhibit 9*.

And for item of same date, \$2, the defendant produces voucher, *Exhibit 10*.

For next item, September 12, 1873, 5 weeks' board, \$12.50, the defendant produces voucher, *Exhibit 11*.

And for next item under same date, \$9.85, the defendant produces voucher, *Exhibit 12*.

For next item, October 13, 4 weeks' board to October 10, \$10, the defendant produces voucher, *Exhibit 13*.

For next item, November 12, 1873, 4 weeks' board, \$10, the defendant produces voucher, *Exhibit 14*.

Also, for next item, the defendant produces voucher, *Exhibit 15*. 10

For next item, December 17, 1873, 4 weeks' board, \$10, and shirt, \$2, the defendant produces voucher, marked *Exhibit 16*.

For next item, January 16, 1874, 5 weeks' board, \$12.50, the defendant produces voucher, *Exhibit 17*.

Also, for item \$2, same voucher produced.

For item February 16, 1874, 5 weeks' board, \$12.50, voucher produced, *Exhibit 18*.

For item March 18, 1874, 5 weeks' board, \$12.50; also cash for pants and hat, voucher produced, *Exhibit 19*. 20

For item April 20, 1874, 5 weeks' board, \$12.50, defendant produces voucher, *Exhibit 20*.

For item May 21, 1874, 5 weeks' board, \$12.50; also boy's suit and vest, \$9.50, voucher produced, *Exhibit 21*.

For item June 24, 1874, 4 weeks' board, \$10, the defendant produces voucher, *Exhibit 22*.

And also for item \$4, same date, voucher, *22*.

For item July 21, 1874, 5 weeks' board, \$12.50, and boy's hat and pants, \$3, voucher produced, *Exhibit 23*.

For item August 26, 1874, for board, \$12.50, and for 30 shirts, \$2, voucher produced, *Exhibit 24*.

For item October 1, 1874, board, \$12.50, and for suit and boots for boy, \$10, voucher, *Exhibit 25*.

For item November 5, 1874, for board, \$12.50, and for shoes and drawers, \$3.50, voucher produced, *Exhibit 26*.

For item December 5, 1874, for board, \$10, and for coat and boots, \$10, voucher, *Exhibit 27*.

For item Jan. 11, 1875, for board, \$12.50, and for hat and pants, voucher produced, *Exhibit 28*.

For item July 12, 1875, board, \$12.50, and for shirts and stockings, \$3, voucher, *Exhibit 29*.

For item 20, 1875, board, \$12.50, and for suit and shoes, \$12, voucher, *Exhibit 30*.

For item May 8, 1875, board, \$12.50, and shirt \$1, voucher produced, *Exhibit 31*.

For item May 25, 1875, 5 weeks' board, \$12.50, and for hat and pants for boy, \$3.50, voucher produced, *Exhibit 32*.

10 For item June 30, 1875, board, \$12.50, and for jacket for boy, \$2.25, voucher produced, *Exhibit 33*.

For item July 28, 1875, for board, \$10, and for shirt and shoes, \$4, voucher, *Exhibit 34*.

For item Aug. 25, 1875, board, \$10, voucher, *Exhibit 35*.

For item Oct. 1, 1875, board, \$12.50; also, for clothing and shoes, \$8.25, voucher, *Exhibit 36*.

For item Nov. 1, 1875, for board, \$12.50, and for boots, \$2, voucher produced, *Exhibit 37*.

20 For item Dec. 2, 1875, board, \$12.50, and suit, \$12, voucher in book produced, *Exhibit 38*.

For item Jan. 11, 1876, board \$12.50, voucher produced, *Exhibit 39*.

For item July 10, 1876, board, \$12.50, and for hat and shirts for boy, \$4.50, voucher, *Exhibit 40*.

For item March 8, 1877, \$4, voucher check produced, *Exhibit 41*.

For item March 15, 1876, board, \$12.50, and cash paid for boots and jacket, \$4.50, voucher produced, *Exhibit 30 42*.

For item March 18, 1876, \$12.50, check, \$25, voucher, *Exhibit 43*.

For item April 12, 1876, board, \$10, boys suit, \$13, voucher produced, *Exhibit 44*.

For item May 22, 1876, board, \$10, voucher, *Exhibit 45*.

For item June 23, 1876, board, \$12.50, and for hat and shirt, \$3.50, voucher produced, *Exhibit 46*.

For item July 26, 1876, board, \$15, boy's suit, \$12, 40 voucher produced, *Exhibit 47*.

For Oct. 10, 1876, board, \$15, for boy's boots, \$2, voucher, *Exhibit 48*.

Oct. 10, 1876, money to Sarah Baby, \$10, check, voucher produced, *Exhibit 49*.

For item Oct. 21, 1876, board, \$15, and for hat and shirts, \$3, voucher, *Exhibit 50*.

For item April 3, 1877, payment to H. Mahnken, jr., for groceries, \$116.67, voucher produced, *Exhibit 51*.

For item May, 1877, \$33.65, voucher produced, *Exhibit 52*. 10

For item June 18, 1877, \$27.97, voucher, *Exhibit 53*.

For item July 20, 1877, \$26.58, voucher, *Exhibit 54*.

For item Oct. 17, 1877, \$73.17, voucher produced, *Exhibit 55*.

For item December 4, 1877, \$4.88, voucher produced, *Exhibit 56*.

For item March 6, 1878, \$17.96, voucher produced, *Exhibit 57*.

For second item March 16, 1878, \$25.12, voucher produced, *Exhibit 58*. 20

For third item March 16, 1878, \$10, voucher produced, *Exhibit 59*.

For item May 25, 1878, \$10.41, voucher produced, *Exhibit 60*.

For item May 28, 1878, \$10.94, voucher produced, *Exhibit 61*.

For item July 17, 1878, \$23.19, voucher produced, *Exhibit 62*.

For item September 29, 1878, \$11, voucher produced, *Exhibit 63*. 30

For item September 28, 1878, \$10.38, voucher produced, *Exhibit 64*.

For item October 18, 1878, \$10.58, voucher produced, *Exhibit 65*.

For item November 2, 1878, \$10.14, voucher produced, *Exhibit 66*.

For item January 4, 1879, \$10.08, voucher produced, *Exhibit 67*.

For item February 8, 1879, \$10.36, voucher produced, *Exhibit 68*. 40

For item May 29, 1879, \$8, voucher produced, *Exhibit 69*.

For item August 9, 1879, \$14.52, voucher produced, *Exhibit 70*.

For item October, 1879, \$21.31, voucher produced, *Exhibit 71*.

For item November 22, 1879, \$21.31, voucher produced, *Exhibit 72*.

For item April 29, 1881, \$83.03, voucher produced,
10 *Exhibit 73*.

For item June 10, 1881, \$8.00, voucher produced, *Exhibit 74*.

For item July 8, 1881, \$6.00, voucher produced, *Exhibit 75*.

For item August 1, 1881, \$6.00, voucher produced, *Exhibit 76*.

For item September 1, 1881, \$6.00, voucher produced, *Exhibit 77*.

For item October 1, 1881, \$6.00, voucher produced,
20 *Exhibit 78*.

For item November 1, 1881, \$6, voucher produced, *Exhibit 79*.

For item December 1, 1881, \$6, voucher produced, *Exhibit 80*.

For item January 1, 1882, \$6, voucher produced, *Exhibit 81*.

For item February 1, 1882, \$6, voucher produced, *Exhibit 82*.

For item March 1, 1882, \$6, voucher produced, *Exhibit 83*.

For item May 15, 1882, \$6, voucher produced, *Exhibit 84*.

For item June 1, 1882, \$6, voucher produced, *Exhibit 85*.

For item July 1, 1882, \$6, voucher produced, *Exhibit 86*.

For item August 1, 1882, \$12, voucher produced, *Exhibit 87*.

For item September 1, 1882, \$6, voucher produced,
40 *Exhibit 88*.

For item October 1, 1882, \$6, voucher produced, *Exhibit 89*.

For item November 1, 1882, \$6, voucher produced, *Exhibit 90*.

For item December 1, 1882, \$6, voucher produced, *Exhibit 91*.

For item January 1, 1883, \$6, voucher produced, *Exhibit 92*.

For item February 1, 1883, \$6, voucher produced, *Exhibit 93*. 20

For item March 1, 1883, \$6, voucher produced, *Exhibit 94*.

For item April 1, 1883, \$6, voucher produced, *Exhibit 95*.

For item May 1, 1883, \$6, voucher produced, *Exhibit 96*.

For item June 1, 1883, \$6, voucher produced, *Exhibit 97*.

For item July 1, 1883, \$6, voucher produced, *Exhibit 98*. 20

For item August 1, 1883, \$6, voucher produced, *Exhibit 99*.

For item September 1, 1883, \$6, voucher produced, *Exhibit 100*.

For item January 1, 1884, \$6, voucher produced, *Exhibit 101*.

For item February 1, 1884, \$6, voucher produced, *Exhibit 102*.

For item May, 1884, \$6, voucher produced, *Exhibit 103*. 30

For item April 14, 1884, \$6, voucher produced, *Exhibit 104*.

For item June 1, 1884, \$6, voucher produced, *Exhibit 105*.

For item July 1, 1884, \$6, voucher produced, *Exhibit 106*.

The next item is for rent for one-half of second floor, east of premises, 185 Pavonia avenue; occupied by Charles E. and Emma Rogers, from January 1, 1876, to

March 1, 1879, at \$9 per month, making, for one-half, \$171.00.

[There is no voucher for this item, because I own the house.]

The vouchers, in the account of Emma A. Martin are numbered in red pencil marks.

I now produce vouchers in my account with the complainant, Emma A. Martin.

For item April 11, 1873, \$152.50, voucher produced,
10 *Exhibit 1.*

For item April 11, 1873, \$139.77, voucher produced,
Exhibit 2.

For item May 12, 1873, 4 weeks' board, \$10, and for clothes, &c., \$9.15, vouchers, *Exhibits 5 and 6.*

For item June 13, 1873, 5 weeks' board, \$12.50, and for hat, dress, &c., \$15, vouchers, *Exhibits 3 and 4.*

For item July 12, 4 weeks' board, \$10, for muslin, \$2, vouchers produced, *Exhibits 7 and 8.*

For item August 12, 1873, 4 weeks' board, \$10, for
20 dress, muslin, &c., \$6.60, vouchers, *Exhibits 9 and 10.*

For item September 13, 1873, 5 weeks' board, \$12.50, and for dress, \$2, vouchers, *Exhibits 11 and 12.*

For item October 13, 1873, 4 weeks' board, \$10, and for cash for muslin, &c., \$4.85, voucher, *Exhibit 13.*

For item November 12, 4 weeks' board, \$10, and for dress, &c., \$7.75, voucher, *Exhibits 14 and 15.*

For item December 17, 1873, 4 weeks' board, \$10, and for hat, &c., \$3, voucher, *Exhibit 16.*

For item January 15, 1874, 5 weeks' board, \$12.50, and
30 for rubbers, 75 cents, voucher, *Exhibit 17.*

For item February 16, 1874, 5 weeks' board, \$12.50, and for stockings, dress, &c., \$5, voucher, *Exhibit 18.*

For item March 18, 5 weeks' board, \$12.50, voucher,
Exhibit 19.

For item April 20, 1874, 5 weeks' board, \$12.50, and for muslin, &c., \$3.75, voucher, *Exhibit 20.*

For item May 21, 1874, 5 weeks' board, \$12.50, and for hat and dress, \$5, voucher, *Exhibit 21.*

For item June 21, 1874, 4 weeks' board, \$10, and rib-
40 bons, calico, &c., \$1.50, voucher, *Exhibit 22.*

For item July 21, 1874, 5 weeks' board, \$12.50, and for stockings, &c., \$3, voucher, *Exhibit 23*.

For item August 26, 1874, 5 weeks' board, \$12.50, and for dress, &c., \$5.50, voucher, *Exhibit 24*.

For item October 1, 1874, 5 weeks' board, \$12.50, for flannel and ribbons, \$2.50, voucher, *Exhibit 25*.

For item November 5, 1874, 5 weeks' board, \$12.50, and for muslin, &c., \$3, voucher, *Exhibit 26*.

For item December 5, 1874, 4 weeks' board, \$10, for apron, &c., \$3, voucher, *Exhibit 27*. 10

For item January 11, 1875, 5 weeks' board, \$12.50, and for shoes and dress, \$4, voucher, *Exhibit 28*.

For item February 18, 1875, 5 weeks' board, \$12.50, and for sacque, &c., \$4.50, voucher, *Exhibit 29*.

For item March 20, 1875, 5 weeks' board, \$12.50, voucher, *30*.

For item May 8, 1875, 5 weeks' board, \$12.50, and for shoes, dress, &c., \$6.75, voucher, *Exhibit 31*.

For item May 25, 1875, 5 weeks' board, \$12.50, hat, aprons, \$5, voucher, *Exhibit 32*. 20

For item June 30, 1875, 5 weeks' board, \$12.50, and for dress and shoes, \$5.75, voucher, *Exhibit 33*.

For item July 28, 1875, 4 weeks' board, \$10, and for cash paid muslin, &c., \$2, voucher, *Exhibit 34*.

For item August 15, 1875, 4 weeks' board, \$10, for dress, &c., \$7.50, voucher, *Exhibit 35*.

For item October 1, 1875, 5 weeks' board, \$12.50, *Exhibit 36*.

For item November 1, 1875, 5 weeks' board, \$12.50, and for dress, hat, &c., \$6.50, voucher, *Exhibit 37*. 30

For item December 2, 1875, 5 weeks' board, \$12.50, voucher, *Exhibit 38*.

For item January 11, 1876, 5 weeks' board, \$12.50, for shoes, dress, &c., \$10, voucher, *Exhibit 39*.

For item February 10, 5 weeks' board, \$12.50, and for apron, sacque, &c., \$3.50, voucher, *Exhibit 40*.

For item March 8, 1877, cash paid, \$4, voucher, *Exhibit 41*.

For item March 15, 1876, 5 weeks' board, \$12.50, and for dress, &c., \$5, voucher, *Exhibit 42*. 40

For item March 18, 1876, cash paid, \$12.50, voucher, *Exhibit 43*.

For item April 12, 1876, 4 weeks' board, \$10, voucher, *Exhibit 44*.

For item May 22, 1876, 4 weeks' board, \$10, and for shoes, &c., \$10, voucher, *Exhibit 45*.

For item June 23, 1876, 5 weeks' board, \$12.50, and for hat, shoes, &c., \$6 50, voucher, *46*.

For item July 26, 1876, 6 weeks' board, \$15, and for 10 shoes, \$1.50, voucher, *Exhibit 47*.

For item October 10, 1876, 6 weeks' board, \$15, and for clothes, &c., 10, voucher, *Exhibit 48*.

For item October 10, 1876, cash, \$10, voucher, *Exhibit 49*.

For item October 21, 1876, 6 weeks' board, \$15, and cash paid for hat, &c., \$6.75, voucher, *Exhibit 50*.

The balance of this account, commencing with item April 3, 1877, to and including April 29, 1881, is for groceries furnished the complainants jointly by Henry 20 Mahnken, and are shown by vouchers, *Exhibit 51 to 73*, inclusive.

The next item of this account is for rent of one-half of second floor east of premises No. 185 Pavonia avenue, from January 1, 1876, to March 1, 1879, at \$9 per month, making for one-half, \$171.00.

There is no voucher for this item, as I own the house.

The next item is for rent of the same premises from March 1, 1879, to March 1, 1882, at \$9 per month, making in all, \$324.

30 The next item is for rent of the same premises from March 1, 1882, to July 1, 1884, at \$10 per month, making \$280.

I have no vouchers for these two last items, for the reason above.

At this point the further examination was adjourned to Monday, November 17, 1884, 10 A. M., and then further adjourned, on motion of Mr. Traphagen, until Wednesday, November 19, 1884, at 10 A. M.

Sarah E. Rogers, a witness produced on the part of the defendant, being duly sworn, on her oath saith—

I live in Fifteenth street, Jersey City, New Jersey; am the mother of the complainants in this suit; my husband, Mr. Rogers, died about 14 years ago; these two are the only children; at the time of his father's death Charles was about seven years of age; at the time of my husband's death I lived in Coles street; then after my husband I moved out of Coles street around into South Third (now Seventh street); I lived there 10 about two or three years; then I moved up to Lawless' house on Twelfth street, near Jersey avenue; lived there some years and then moved to 185 Pavonia avenue; I don't remember just when I moved to Pavonia avenue; I have had the care and custody of these two children; I boarded and clothed them; I received money from you (Mr. Traphagen), sometimes for their board and sometimes I didn't, and for clothes furnished to both of them; Charles has always lived with me; I have always boarded him; Emma left me about one year after she 20 was married; I was afterwards married; I married a man by name of Baby.

[Witness shown vouchers and admits the genuineness of her signature to all of them where her name appears except voucher No. *Exhibit 7-8*, for \$34.50.]

On July 15, 1873, I received from you (Mr. Traphagen) \$34.50 for board, &c., for Emma and Charles; these different receipts show for what the money was paid to me.

[Check No. *Exhibit 41*, for \$8]—The money for this 30 check was for benefit of children.

[Check *Exhibit No. 43*, \$25]—The money for this check was for the whole use of the house, children as well as the rest of us.

[Check *Exhibit No. 49*, October 10, 1876, \$20]—The money for this check was for the same use.

I was at that time keeping boarders; I kept boarders from the time my first husband died until I got married the second time; I married the second time about a year after my first husband's death; I remember Mr. 40

Mahnken ; he kept a grocery store ; groceries were got there for the use of the family and all the house ; I agreed to take groceries for family instead of money from Mr. Traphagen. Witness shown *Exhibit 57* says—that is right.

Witness says voucher *Exhibit 58*—"is all right."

Witness shown voucher *Exhibit 56*, says—"that is right."

Witness shown voucher *Exhibit 55*, says—"it is right."

10 Witness shown book containing vouchers *Exhibits 59, 60, 61, 62*, says—"it is all right."

Witness shown book containing *Exhibits 51, 52, 53, 54*, says—it's all right.

I knew the Bruckmans—we got groceries there the same way.

Shown book containing vouchers *Exhibits 65, 66, 67*, says—I got those things and they were for the same purpose.

Witness shown book containing vouchers *Exhibits 63, 20 64*—I got those things and they were used for same purpose.

Witness shown book containing voucher Exhibits—He didn't owe me personally anything ; voucher *Exhibit 72*, is all right.

Q. Can you tell me when I began to allow Charles \$6 per month ?

A. I don't remember when it began or ended ; it was a short time ago.

Groceries were got of Hernme, at 185 Pavonia avenue.
30 After Emma got married she occupied rooms of her own ; I don't remember when she was married.

Q. The articles mentioned in *Exhibit No. 2*, furnished to Charles and Emma by you, were they necessary articles ?

A. Yes ; but you never gave me all that money at once.

The articles mentioned in *Exhibits 3-4* were necessary : I had no money, they had none, and no means to get them.

The articles in voucher 5-6 were necessary for the children, except the muslin, about 10 yards of muslin which I used for myself.

The articles in voucher *Exhibit 7-8* are all right, they were for the children—necessary.

The articles in *Exhibits 9-10* were furnished for the children and were necessary.

The articles in *Exhibits 11-12* were furnished for the children and they were necessities.

Articles in *Exhibit 13* were for children and necessary 10 for them.

Articles in *Exhibits 14 and 15* were for the children and necessary for them.

Articles in *Exhibit 16* were exclusively for children and necessary for them.

Articles in *Exhibit 17* were used for children only and were necessary.

Articles in *Exhibit 18* were for children alone and necessary for them.

Articles in *Exhibit 19* were for the children exclusively 20 and necessary for them.

Articles in *Exhibit 20* were all for the children and were necessary for them.

Articles in *Exhibit 21* were necessary and used exclusively for the children.

Articles in *Exhibit 22* were necessities for the children and used by them.

Articles in *Exhibit 23* were for the children only and necessary for them.

Articles in *Exhibit 24* were necessary for the children 30 only.

Articles in *Exhibit 25* were furnished for the children and used exclusively by them.

Articles in *Exhibit 26* were necessities furnished to the children.

Articles in *Exhibit 27* were necessities used exclusively for the children.

Articles in *Exhibit 28* were necessities for children and used exclusively by them.

Articles in *Exhibit 29* were necessary and used for the children exclusively.

Articles in *Exhibit 30* were furnished for the children and were necessary.

Articles in *Exhibit 31* were necessary for children and used exclusively by them.

Articles in *Exhibit 32* were necessary articles for the children.

Articles in *Exhibit 33* were furnished for the children
10 and used by them exclusively.

Articles in *Exhibit 34* were necessities for children and used by them only.

Articles in *Exhibit 35* were necessary for the children and used for them alone.

Articles in *Exhibit 36* were necessities furnished to the children.

Articles in *Exhibit 37* were necessary articles for the children.

Articles in *Exhibit 38* (book), these were necessary
20 things for the children and I furnished them.

Articles in *Exhibit 39*, this was necessary for the children and used for them.

Articles in *Exhibit 40* were necessities for the children.

Articles in *Exhibit 41* was money for the use and benefit of children.

Articles in *Exhibit 42* were necessities for the children and used by them exclusively.

Article in *Exhibit 43*, the money for this check was used for house, children and all.

30 Articles in *Exhibit 44* were bought by me for the necessary use of the children.

Articles in *Exhibit 45* were necessary for the children and used exclusively for them.

Articles in *Exhibit 46* were furnished by me to the children, and were necessary for and used by them.

Articles in *Exhibit 47* were necessities for children and used by them exclusively.

Articles in *Exhibit 48* were bought by me for the necessary and exclusive use of the children.

Article in *Exhibit 49*, this money was for the use of the children.

Articles in *Exhibit 50* were for the necessary and exclusive use of the children.

I furnished the children with board since their father's death, and also necessaries.

Cross-examined by Mr. Fisk—

I kept boarders after my husband's death as a means of support; I received one-third of my husband's estate; I remarried about one year after my husband's death; I 10 lived with my second husband about four or five months; with the exception of this time, I have kept boarders; from the time of my husband's death until 1873, I wasn't able to board and clothe my children; besides what I got from the boarding and clothing my children, I got about \$2,000 from my husband's estate; this was not enough to board and clothe my children; I can't remember when I went into Mr. Traphagen's house in P-
vonnia avenue; I hired from old Mr. Traphagen; nothing was said about the price; I paid \$10 per month; I con-20
tinued to live there until one year after Emma was married; I then moved with Charles to Lawless' house; my son is married; he married about two years ago; Charles has been earning money since when he was about fourteen years, when he went with Mr. Rosenkrans in the coal business, and has been there ever since; he didn't get at first over \$2 per week; he turned that money over to me—we had the benefit of it; I can't tell what he gets now; he keeps the house now; I live with him, and have ever since Emma got married; after Emma went 30
away Charley and I kept the house together; he didn't pay as much as his board, \$2.50 a week; the groceries that are charged to Charles, beginning June 10, 1881, and extending up to end of account, were used for the general use of the household, Charles and I being together; I am keeping boarders yet; I have two boarders; Emma worked in New York and earned money; she began to work about when she was 16 years old; she worked at lace work; she didn't work long; I needed her home to

help me; I was keeping boarders; I don't think she worked longer than a year; I think she got about \$4 per week; her pay went toward keeping the house; it was worth more to me at home to help me than the \$4 per week she was earning; after she stopped work she was with me about two years, I think, before she got married; we continued to reside together about one year after she got married; we kept boarders and Emma still assisting me; after Emma was married her husband furnished her
10 with her clothing; she was not after her marriage any further expense to me; her husband paid board for himself for the year he lived with me after his marriage; after Emma's marriage she was no further expense to me in any way; Charles is no expense to me now; he has not been of any expense to me for about 4 years, but after my husband's death, at the surrogate's office, I had a talk with Mr. Traphagen about allowing me so much per week for board of children; this was \$2.50 per week each; the clothing was a separate matter; Mr. Trap-
20 hagen did not at that time say that he could not pay anything to me for children, but that you must have a guardian appointed for them; there was no limit placed on amount to be spent for clothing; I never received from Mr. Traphagen at one time \$305—voucher *Exhibit No. 1*—at one time; sometimes I got the money and some times checks for the children; I never read the receipts, Mr. Traphagen read them to me; I am certain I never on April 11, 187 , got from Mr. Traphagen \$305 for 122 weeks' board.

30 [Witness shown voucher, *Exhibit 2*, for \$279.54, says]— I did not receive \$279.54 on April 11, from Mr. Traphagen, as shown by voucher, *Exhibit 2*.

There was no regular day of payment; I used to go at any time; I used to keep my accounts in this little black book; afterwards I left it with Mr. Traphagen; I used to get \$10 or \$5 or \$3, as the case might be, then Mr. T. would add up these requests and I would sign these receipts.

Q. From the time you made this first arrangement in

the surrogate's office you have testified to, up to the time you moved into house No. 185 Pavonia avenue, this arrangement as to board and clothing continued?

A. Yes; there was no new arrangement made.

Q. Was there any change made in the arrangements when you moved into 185 Pavonia avenue?

A. Yes; we got groceries per month; Mr. Traphagen then gave us an order for groceries monthly instead of clothing and board; the amount of groceries we could buy per month was not limited; I agreed to this arrangement.

Q. After that second agreement was entered into did you keep any account of the board and clothing furnished Charles and Emma?

A. No, I did not; after I went into 185 Pavonia avenue, I never furnished Mr. Traphagen with any statement which would show how much the board and clothing of Charles and Emma would cost.

Q. After you went into 185 Pavonia avenue, do you know whether the board and clothing you furnished Charles and Emma was more or less per month than the amount of groceries you received per month?

A. The board and clothing were less; they were both working at that time and turning their earnings into the house; while in Pavonia avenue I was keeping boarders; we occupied the whole of second floor on east side of house; we had on an average 4 or 5 boarders; Emma and Charles never lived at 185 Pavonia avenue before they went there with me; there was much more room on this floor than we would have required if we had not kept boarders; I alone made whatever profits were made in keeping boarders while there; the groceries furnished us at 185 Pavonia avenue were for the use of the whole house, boarders and all; we got groceries nowhere else than is shown by the vouchers here (pass books.)

After we commenced the grocery bills, I never got any more cash from Mr. Traphagen; the grocerymen from whom I obtained groceries were all Mr. Traphagen's tenants, and lived in same house with me; I don't know

whether Mr. Traphagen paid them or not, he didn't give me the money to pay them.

This second arrangement—about groceries—continued until I left Pavonia avenue, a year after Emma got married, when I went away with Charles to live in the Lawless house; then there was a new arrangement between Mr. Traphagen and myself, which was that he was to allow me \$8 worth of groceries per month for Charley; Mr. Traphagen gave me no reason for fixing 10 the groceries at \$8 per month, except that the money was getting down; I kept boarders, and used those groceries for that purpose, and Charles lived with me.

The further examination adjourned to Friday, November 21, 10 o'clock, at which time it was further adjourned until Monday, November 24, 1884, at 10 A. M.

Mr. Henry Traphagen, being recalled, says—

In relation to *Exhibit No. 2*, for \$279.50, that this exhibit—this was paid for clothing that Mrs. Rogers purchased for these children, and the list of the clothing was 20 furnished by her to me; I can't say that *Exhibit 2* was all paid at one time by me, but the list was furnished to me by her, and that she has received the money for the whole, and this is her receipt; this is evidently for clothes furnished from the death of their father, between December 7, 1870, and April 11, 1873; these other exhibits follow on right after this one (*Exhibit 2*), and are for clothes and board, and run up to *Exhibit 50*; about March 1, 1877, instead of paying money direct to Mrs. Rogers for board and clothes for children, she was permitted, in lieu 30 of that, to take groceries from grocer at 185 Pavonia avenue, and these goods were furnished to her by the grocer on my account, in lieu of board and clothes that had been furnished to Emma and Charles; this book, *Exhibits 51-2-3-4*, shows the money that was paid by me to the grocer, which was delivered to her by him (D. H. Mahnken).

Exhibit 55 shows the amount of money that was paid by me to Mr. Mahnken for groceries furnished, the same

as in *Exhibits 51-2-3-4*, from July 20, 1877, to October 17, 1877.

Exhibit 56 shows amount of money paid by me for groceries—Mr. Mahnken furnished the same as above. (*Exhibit 51, &c.*)

Exhibit 57 shows amount of money paid by me to Mr. Mahnken for groceries furnished by him and paid for by me, upon the same arrangement made in *Exhibits 51-2, &c.*

Exhibit 58 shows amount of money paid by me to 10 Mahnken—furnished to the family of Rogers—the same as above.

This book, *Exhibits 59, 60, 61 and 62*, show amount of money that was paid by me to Mr. Mahnken between February 16, 1878, and May 24, 1878, for groceries furnished for the benefit of the family in lieu of board and clothes.

Exhibits 63, 64 and 66, show amount of groceries furnished by Mr. Brinkman, who occupied store 185 Pavo-
nia avenue, furnished the Rogers family, in lieu of board 20
and clothing.

This book—*Exhibits 65 and 67*—shows the amount of money paid and the amount of groceries furnished by Brinkman and paid for by me, in lieu of board and clothes.

This book—*Exhibits 68, 69, 70, 71*—shows amount of money paid by me for groceries that were furnished by Mr. Brinkman to the Rogers family, and does not give the items, but simply the amount of rent credited to Mrs. Rogers; I believe Mr. Brinkman is dead, but I will 30
endeavor to get the bills for amount stated.

This book—*Exhibits 72, 73*—shows amount of groceries furnished by A. H. Brinkman between December 1, 1878, and May 1, 1881; this book shows the items of groceries and the amount of money paid by me, which was in lieu of board and clothes.

Exhibit 74 shows amount paid Mr. Gleistein, \$8, furnished Mrs. Rogers in lieu of Charles' board.

Exhibits 75, 76, 77, 78, 79, 80, 81, 82, 83 were for \$6

each, and paid to Mr. Gleistein, 685 Pavonia avenue; were amounts paid Mrs. Rogers in lieu of Charles' board.

Exhibit from 84 to and including 102, are receipts for groceries furnished to Mrs. Rogers, mother of Charles, and are in lieu of board for Charles.

Exhibits 103, 104, 105 and 106 were charged to Charles direct, and are for \$6 each.

The next item is for rent from January 1, 1876, to March, 1879, at \$9 per month, one-half charged to
10 Emma and the other half to Charles, making \$171 each.

From March 1, 1879, to March 1, 1872, at \$9 per month the rent is charged to Emma, she in the meantime having got married, making \$324; there is another charge paid Emma for rent of same premises from March 1, 1882, to July 1, 1884, at \$10, making \$280; since Charles became 21 years old, either in the fall of 1883, or in the month of March, 1884, I had a conversation with Charles; the groceries had been stopped and
20 not getting groceries or getting any benefit, and his sister was getting some benefit in the way of renting rooms; that he was contributing something toward the rent of her rooms; he said you know I have only been drawing \$6 for groceries and I have been contributing \$2, I think, toward her rent.

At this point the further examination is adjourned to Wednesday, November 26, 1884, at 10 A. M.

[Mr. Traphagen, being recalled, says]—I claim commission as administrator of this estate on the sum of
30 \$4,265.02, which amounts to the sum of \$271.92, if I have figured it correctly; these commissions are to be divided between the two complainants.

[The witness, Mr. Traphagen, at this point states that he has now finished his accounting, except as to the bill or bills paid to one Henry Harms, for groceries furnished for the use, benefit and support of the complainants, and consents to submit now to cross-examination, reserv-

ing the right to introduce further proof of the payments made to said Harms.]

[Counsel for complainants consent to proceed with the cross-examination upon the above terms.]

Cross-examination of Mr. Traphagen by Mr. Fisk, counsel for complainants—

The charge for commissions is made as administrator and nothing else; on the final settlement of my accounts as administrator of this estate in the Orphans Court, I charged commissions on the amount of money of the 10 estate that came to my hands, and deducted the same; I have received no other moneys of the estate other than those mentioned in my final accounting; I received commissions at that accounting on the full amount of money of this estate that passed through my hands; my ground for double commissions is that of taking charge of and paying out these moneys since the accounting; the money I took charge of and paid out, was the identical money which I had received commissions on; if, on the final settlement of this estate, the children had 20 been of age so that I could have obeyed the order of the court for distribution, I would not have been entitled to this second commission; the payments shown by vouchers from 1 to 106 inclusive—except voucher *Exhibit 2*—were made on the day said vouchers respectively bear date, or within a day or two of said date; I think so, because the board in about every instance, is figured up to the day the voucher bears date, or up to within a day or two of it; as to voucher *Exhibit 2*, which bears date April 11, 1873, and is a statement which was made from items 30 furnished by the mother of the complainants to me, and embodied in one receipt; the statement is in the handwriting of Mr. Cox, who was a clerk in my office at the time; the receipt is in my handwriting, and is signed by the mother of complainants; I can't say that the full sum of \$279.50 in this voucher was made at one time; it may have been that several of the statements and receipts may have been embodied in this, but the mother has received the whole sum of \$279.50; if the payment

of voucher *No. 2*, was not made all at one time, they must have been paid before that in smaller sums.

Q. In the account of Charles Rogers, the last item rent, \$171, from January 1, 1876, to March 1, 1879, at \$9 per month, when was that paid?

A. There never was any money paid for rent, but was to be taken out of the estate; I have paid myself this item by deducting it from the estate.

Q. Is the same statement true as to the item of rent, 10 being third in number, namely—\$171, \$324 and \$280—in the account of the complainant, Emma (Rogers) Martin?

A. Yes; the one item \$171 is divided.

Q. When did you deduct these from the estate money?

A. I made this arrangement with Mrs. Rogers originally; I can't say just when I deducted them, the money being in my hands, I deducted so much per month; I claim that I was entitled to take off the amount of the 20 rent each month.

Q. Did you take it off each month?

A. I was taking it off in my mind.

Q. You had in your hands certain money which by order of the Orphans Court you had been ordered to distribute; this money you have undertaken, as I understand, to disburse for the support and maintenance of the complainants, while infants, they being the next of kin of Charles E. Rogers, deceased; among these payments we find these items for rent; what I desire to 30 know is when you actually paid over from the estate moneys in your hands, these various sums for rent, to the person to whom they were due?

A. The rent was to be paid every month, and they were allowed so much per month as these premises had been rented for; I did not make a statement from month to month concerning it, but when called upon by the court to make an accounting I had made out a statement for the rent for the use and occupation of the premises owned by me, as per the statement, which 40 shows the amount of rent paid month and the amount

for the same; the items for \$171, each charged to Emma and Charles, was in accordance with the arrangements made with mother of complainants, and was to be taken and allowed in lieu of board.

Q. As a matter of fact, have you, up to the present time, separated from the estate funds in your hands and appropriated to your own use, a sum of money equal in amount to these four charges in these two accounts for rent?

A. I have had the money in my hands as per the 10 account rendered by me before the surrogate, and have made these charges for rent against the complainants, and claim them as a deduction against so much money in my hands.

Q. When you settled your account in the Orphans Court, this sum of money which you had in your hands and to which the complainants were entitled, was in cash, was it not?

A. Yes, sir.

Q. When you closed your account as administrator, 2 where was that cash?

A. In my hands—I think in the bank.

Q. What bank?

A. I think in the Second National.

Q. In whose name was the money deposited at the settlement of your account in the Second National Bank?

A. I think in my own name; I think it was in my name, individually; I can't state positively now.

Q. Was this sum deposited in a separate fund by itself in the Second National Bank, or was it there on deposit 30 generally with your individual bank account?

A. I think it was there individually—I won't be positive; if it was in my name individually it was mixed with my own funds; if not, not.

Q. Have you invested this fund in your hands as administrator since the filing of your final account, and have you received any income therefrom as administrator?

A. I have not invested this fund.

Q. Have you, since filing your final account, made 40

any application to the court for direction for investment—for the safe keeping of this money in your hands?

A. I have not.

Q. Since filing your final account as administrator, have you always had on deposit in what is now called the Second National Bank, the sum of money in your hands, less the actual payments made therefrom, as shown by the vouchers here?

A. Sometimes I have had less—sometimes I have had 10 more.

Q. Have you in your possession your books of account with the Second National Bank, showing the state of this fund in your hands from the time of the filing of your final account up to the present time?

A. No, I have not.

Q. Have you since the time of the final account kept more than one account of moneys on deposit in what is now the Second National Bank?

A. I can't say.

20 Q. Has this fund in your hands since the time of your final accounting been deposited anywhere else than in the Second National Bank?

A. I don't think it has; I can't say at this time whether it was ever deposited in said bank as a separate and distinct fund, separate from my own.

30 Q. Have you, since the time of the filing of your final account in the Orphans Court up to the present time, kept this fund in your hands, as administrator, separate and distinct from any other money, or have you mixed it with your other funds, and used it as your own funds, and made these payments for which you produce vouchers out of your own funds?

A. I have mixed this fund with my own money.

Q. Will you, before the next day set for this examination, make inquiry at the Second National Bank, and make search and produce before the master your bank book, showing your deposits in the Second National Bank from the filing of your final account up to the present time?

40 A. I will endeavor to do this.

Q. When did you first make any arrangement with Mrs. Rogers, the mother of these complainants, with respect to paying her for their board and clothing?

A. I think shortly after my appointment as administrator.

Q. What was that arrangement then made?

A. I was to pay her \$2.50 per week for each child for board, and she was to keep a list of the clothes furnished, which I was to pay for.

Q. Did you make her any payments whatsoever from 10 the time of the making of this arrangement, directly after your appointment as administrator, up to the time you filed your final account in the Orphans Court?

A. Voucher *Exhibit No. 1*, shows that paid her board from December 7, 1870, to April 12, 1873, at \$2.50 per week each, making total \$305, for the two children.

Q. Did you actually make any payment before you filed her final account?

A. I presume I did; I find a voucher (*Exhibit No. 1*) for \$305, covering that period. 20

Q. That payment (*Exhibit No. 1*) appears to have been made April 11, 1873, some time after the filing of your final account; is that correct?

A. Mrs. Rogers, at the time of the death of her husband, had no money and was carrying on no business; I may have advanced to her money for board, right along—I can't now say whether I did or did not; but voucher *Exhibit No. 1* shows that I paid her \$305 for board for these two complainants—for 122 weeks' board; whether this was all paid in the lump or not, I can't 30 now say; I can only say that amount was paid.

Q. You state that at the time of her husband's death Mrs. Rogers had no funds, and therefore soon after his death you made this arrangement for board and clothing with her; now is it not a fact that notwithstanding the dates shown by *Exhibits No. 1 and No. 2*, which cover, in both cases, a period from Mr. Rogers' death to April 11, 1873, that you continuously, during that time, made payments to her for board and clothing, and that these

several payments have been embodied in those two vouchers?

A. That may have been; I know she has received the money stated in those bills.

Q. Is there any doubt in your mind but what that is substantially the fact?

A. I think so; she has received this amount of money from time to time.

Q. Did not the statement you have made with refer-
10 ence to her poverty, bear out the statement that she re-
ceived this \$600, shown in *Exhibits 1 and 2*, from time to
time, and that she did not, after making this arrange-
ment with you, wait nearly two and a-half years before
getting any money at all from you?

A. One might think so, when they take into consider-
ation her financial condition at that time; it may have
been, however, that I had advanced her money from time
to time on her portion for dower, and that when that
20 was settled, it may have been that the list of the articles
may have been furnished and the amount of board cal-
culated as to what it was or how it was, I am unable at
this time to say; but this I know, that she was allowed
\$2.50 per week per child for board and for goods fur-
nished, as shown by these exhibits.

Q. By the account which you have attached to your
answer in this case, it appears that you paid the widow
her dower-interest in this estate in one sum on April
11, 1873, is that correct?

A. I paid her her dower, if my memory serves me
30 right, in various sums of money, and I presume I took
from her receipts for each payment, and I think that
the date mentioned in the account is the date when the
settlement was made with her with reference to her
dower.

Adjourned to Thursday, December 11th, 10 A. M.

Cross-examination of Mr. Traphagen continued, Jan-
uary 15, 1885—

At the last examination in reply to the question as to whether you would make inquiry at the Second National Bank and make search and produce before the master your books showing deposits from the time of the filing of your final account up to the present time, you stated you would endeavor to do so; have you done so?

A. I have examined my books and I find that the moneys of the Rogers estate were not kept separate.

Q. I understood you to say in your former testimony that the arrangement with Mrs. Rogers as to the payment 10 for board and clothing was made soon after your appointment as administrator, which was in the year 1870?

A. Yes, sir.

Q. How soon after this arrangement was made was it before you paid Mrs. Rogers any money under that agreement?

A. I don't know that I can say how soon, but I believe that the board has been paid up since the death of Mr. Rogers, as I see by the receipts I produced. 20

Q. How long was it after your appointment of administrator before you actually paid her any money on account of board and clothing?

A. All I can say about it is this: I gave her money at different times, and told her to keep an account in relation to the clothes and what was bought, and I presume, from the receipt here, *Exhibit 2*, she purchased this list, *Exhibit 2*; I presume it was not all paid at once.

Q. Your final account as administrator was filed May 6, 1872, vouchers *Exhibit 1* and *Exhibit 2* bear date April 30 11, 1873, about one year later than the filing of your account; what is your judgment as to the amount of these two vouchers that was advanced by you to Mrs. Rogers before and after the filing of your account?

A. I can't tell.

Q. Would a fair division be made by proportioning the amounts according to the periods of time?

A. I don't see how that could be divided up very well, for one receipt bears no date.

Q. Your first arrangement with Mrs. Rogers was \$2.50 40

each child per week, and the payment of the necessary bills incurred for clothing; were those terms as to amounts ever altered?

A. Yes, I believe they were afterwards.

Q. When?

A. I think about 1881.

Q. What arrangement was then made, and with whom, as to amounts?

A. I think with Mrs. Rogers and Emma Martin, both; 10 Emma Martin was to take her part out in rent, \$10 per month; Mrs. Rogers was to take out for the boy \$6 per month in groceries.

Q. You say Emma was to be allowed \$10 per month, Mrs. Rogers was to take the \$6 per month for the support of the son; then Mrs. Rogers was to have no part of the \$10 per month for Emma?

A. I can't say; I don't remember but what the arrangement was between them.

Q. Then the only change between the first arrange- 20 ment with Mrs. Rogers up to the present time, so far as the amount necessary for the support of the children, was the one you have mentioned, which was a reduction of amount?

A. I think that is all I remember just at this moment.

Q. This arrangement of \$2.50 per week for board and clothes for each, continued up to 1881, when the account was reduced to \$16 per month for the total amount to both children for all purposes, or why was the amount so reduced?

30 A. I can't tell you now.

Q. Please look at the accounts and tell me when you first made a charge for rent against Emma and against Charles?

A. January 1, 1876, and that continued to March 1, 1879, at \$9 per month.

Q. I call your attention to the items shown in *Exhibit* 50, which are for October 21, 1876, six weeks' board, to October 19, \$30, and a charge of the same date of clothing, \$9.75; that appears to be the last charge in your 40 account for board at \$2.50 per week, and for clothing;

had you up to that time paid \$2.50 for each child in full, and also all charges for clothing?

A. This receipt for voucher *Exhibit 50*, is correct; I think I had up to that time so paid.

Q. The first charge for rent commenced January 1, 1876; you, therefore, paid \$2.50 per week for each child from January 1, 1876, to October 19, 1876, and also all charges presented for clothing; in addition you have charged rent \$9 per month covering the same period of time, why was this? 10

A. The charge for rent is evidently wrong, and the date for the time when rent should be charged; the statement of the account presented by me was made out by Mr. Davis, my clerk, who has evidently made a mistake, and I desire to correct it.

Q. Will you correct it?

A. I can't now, but I want an opportunity to do so.

Q. After October 21, 1876, I find no memoranda in your account, as presented, which will show how much it was necessary to expend for the clothing of the child-20 ren after that date; how much did it cost?

A. I really don't know.

Q. Have you any method of ascertaining how much was expended by the mother after October 21, 1876, for that purpose?

A. I have not, and I don't know how I could, unless I ascertained it from the mother.

Q. Did you ever receive any statement from her which would show that fact?

A. I never did, other than those produced here. 30

Q. As a matter of fact, do you know whether or not Mrs. Rogers expended any money whatever after Oct. 21, 1876, for the clothing of these children?

A. I don't know, except what she may have told me.

Q. What did she ever tell you about that and when?

A. I couldn't give any detailed conversation about it.

Q. From October 21, 1876, up to some time in 1881 (April 29,) you state that you allowed Mrs. Rogers to obtain credit at grocery stores and you paid her bills; and you also, during that period, allowed her rent vary-40

ing from \$9 to \$10 per month; what limit, if any, did you place upon the amount of groceries which she was to receive and you to pay for during that period?

A. My impression is that it was \$20 per month, but sometimes it was impossible for her to keep within that amount.

Q. As a matter of fact, was there any limit fixed by you at all?

A. I think there was.

10 Q. When?

A. I can't say when, but I think I gave her permission to go to the store and get groceries to the amount of \$20 per month.

Q. Then that, with the rent added to it, would be \$29 or \$30?

A. Yes; sometimes more than that.

Q. Then you must have made some other arrangement than you have stated in reference to the board and clothing of these children?

20 A. I think there were three different arrangements made; one was \$2.50 per week each and their clothes; another was to be so much in rent and so much in groceries; the rent was \$9 or \$10 per month, and the groceries, I think, but am not positive, was fixed at \$20 per month; oftentimes the bills were more than that, which she explained to me at the time; the third arrangement was when Emma took some rooms for herself (she having got married), and Mrs. Rogers was allowed so much on account of the share of the boy.

30 Q. How did you come to make this arrangement of 1876, of \$29 or \$30 per month?

A. I couldn't tell you now.

Q. Did you consider it your duty to pay Mrs. Rogers out of the funds of these infants any more money than was properly necessary for their maintenance and support?

A. I thought that as she was the mother she was a great deal better judge of the clothes they would need than I, and hence she was boarding and maintaining 40 them.

Q. Question repeated.

A. I didn't think that she ought to have any more than enough for their maintenance and support.

Q. That being the case, how did you arrive, in 1876, at \$30 per month as the proper sum to advance for that purpose?

A. I can't tell you.

Q. Have you any means of knowing, after 1876, what amount it cost Mrs. Rogers to maintain and clothe these children? 10

A. I have no means, except as from the bills as presented here by me; but I am satisfied that \$30 per month would be a small amount, and I don't hardly see how it would be possible to keep and clothe two children for that amount.

Q. Had you any reason to suppose that it cost her more, after 1876, than it had before that time?

A. I should judge that it did.

Q. What reason?

A. Because the children were getting older. 20

Q. Then, as a result of all this, am I correct in concluding from your testimony that after 1876 you did not require Mrs. Rogers to furnish you with any statement showing the amount expended for the support of the children by her, and that you allowed her rent and groceries, and that, while you fixed the limit for groceries at \$20 per month, practically there was no limit, and you paid such bills as were presented on that account?

A. All I can say is this: I told her to keep an account of all that was expended on behalf of the children; I 30 have had no account from her in relation to the clothes, &c., purchased, other than as shown here; I think the limit was \$20, but don't know.

Q. As a matter of fact, did you not in all cases pay the bills presented for groceries without reference to the limit mentioned by you?

A. I have paid all the bills for groceries presented, and have found fault with Mrs. Rogers at the time.

Q. Were you aware that after 1876, when Mrs. Rogers

moved into your house, that she kept boarders, and that these grocery bills which you paid were for groceries used for the support of the family and these boarders, from whom Mrs. Rogers received pay?

A. I never knew that Mrs. Rogers at any time kept one or two boarders.

Q. Did you know that the facts I have just stated applied to the one or two boarders?

A. I knew that Mrs. Rogers had one or two boarders; I didn't think or never supposed but that some of the boarders lived on some of these groceries.

Q. Were you aware that for the last eight or nine years the boy, Charles Rogers, has been at work, and receiving compensation for his work?

A. I only know that at one time his mother told me he was employed by Mr. Rosenkrans; that he got a small salary—not enough to keep shoes on his feet; I don't remember that she told me how much he got.

Q. Then you did not consider it a part of your duty, acting, as you did, in the capacity of constructive guardian, to ascertain whether or not he was employed, the amount of compensation he received, and whether or not he passed over the amount so received to his mother on account of his support and maintenance?

A. I don't know that I thought particularly about it; I know I didn't do it.

Q. If he earned \$4 or \$5 per week and gave that to his mother, would you not have considered it proper to reduce by a like amount the sum which you allowed him for board and maintenance?

A. I suppose if he was getting that amount of money and gave that to his mother and his mother was receiving compensation sufficient for his board and maintenance, it was the duty of his mother to have laid this money by which he had given her for his future use.

Q. Question repeated?

A. I might, but I never knew that he was getting that amount of money.

Q. Did you ever make any inquiries as to what amount he was getting?

A. No, I never did.

Q. Were you aware of the marriage of Emma to a man named Martin?

A. Yes, sir; she told me she had been getting married; I can't tell when it was.

Q. Do you know whether or not Emma, while a minor, sought employment and received compensation therefor, turning over to her mother the amount she so received on account of her board and maintenance?

A. I know at one time that Emma was employed, but 10 that was for a very short time, and her compensation was very small indeed; I learned this from Emma; as to what was done with the money she received I don't know.

Q. Do you know whether or not her husband has supported her and supplied her with clothing since the time of her marriage?

A. I don't know what circumstances he is in or was in at the time of the marriage, but I think he was working for a butcher at the time of the marriage, and has been 20 a car conductor since; as to whether she got her living from him or not, I can't tell.

Q. Did you ever make any inquiry to ascertain whether or not, after her marriage, Emma was supported and furnished with clothing exclusively by her husband?

A. I don't think I ever made any inquiry about it.

Q. Do you mean to say that receiving notice of Emma's marriage without any inquiry on your part, you continued in your fiduciary capacity to pay her mother, an unsettled sum per month for board and 30 maintenance?

A. At the time she was married she was living with her mother and I made no change just at that time; she then went to housekeeping, and she, herself, hired rooms of me, and lived in my house, and she became my tenant, and I think it was about that time the amounts were charged and she allowed her rents; I can't give day and date.

Q. If during the time or any portion of it that you allowed Mrs. Rogers \$9 or \$10 per month rent and such 40

groceries as she might find it necessary to use, Mrs. Rogers paid nothing for or on account of clothing for the children and received from them an amount of money equal to or exceeding \$2.50 per week each, how would you justify and upon what ground would you claim the charges made by you covering such period?

A. I don't think that is a proper question.

[Question objected to by witness' counsel pro se.]

[Objection overruled by master.]

10 In the first place that Mrs. Rogers ever received from either Charles or Emma, a sufficient amount to cover their board and clothes; I don't think that the husband (Martin) was in such circumstances as to be able to support and clothe his wife; I don't know that Emma was carrying on any business at that time; all I can say is that this amount of money was paid by me to Mrs. Rogers for the children, and if they received the benefit of it, I should receive credit for the amounts of money so paid.

20 Q. I call your attention to the testimony of the witness, Mrs. Rogers, called by you, in which she says on page 7, "Emma worked in New York and earned money; she began when she was 16 years old; I don't think she worked longer than a year; she got about \$4 per week and her pay went toward keeping the house; she was worth more to me than \$4 per week to be at home; she was married two years after she stopped work; after Emma was married her husband furnished her with clothing; she was not, after her marriage, any
30 further expense to me; her husband paid board for the year he lived with me after marriage;" if this testimony of your witness is correct, on what ground do you claim allowance for money or groceries allowed for the board and maintenance of Emma and for the rent charged against her during the period of time described by the witness?

A. I did not know, nor do I think that Mrs. Rogers is correct that Emma worked in New York for a year; my impression is that it was about three months; I under-
40 stood her compensation was small, and after taking out

her expenses in going and coming, there was about nothing left; as to what duties she performed for her mother and the value of them, I, of course, don't know; I had no knowledge that her husband had furnished her with clothes; I somehow was impressed with the idea that he only paid for his own board; how I got that impression I am unable to say; before the year was up after their marriage I think that Mrs. Martin became a mother, and if that was the case, why she certainly would not be able to render much 10 assistance or be of much benefit to her mother, and even before the child was born I think that my claim for that period of time should be allowed, as it was actually paid by me, or allowed, and she received in part the benefit; I had no knowledge in any way that Martin was clothing his wife.

Q. Question repeated.

A. That she helped receive the benefit of it.

Q. Were you aware that Charles was married?

A. Not until very recently.

20

Q. I call your attention to the testimony of Mrs. Rogers on sheet 6, where she says, "Charles has been earning money since he was about 14 years old; he went with Mr. Rosenkrans in the coal business and has been there ever since; he didn't earn at first over \$2 per week; he turned that money over to me; we had the benefit of it; he keeps the house now; I live with him and have ever since Emma got married;" and on page 7, where witness says, "Charles is no expense to me now; he has not been of any expense to me for about four 30 years;" if the statements quoted are correct, on what do you base your claim for payments made on the account of the board and maintenance of Charles for the past four years?

A. Because I was not aware that such a state of facts existed, and the fact that his mother was receiving such amounts as charged by me, and that since he became of age he has acknowledged the receipts of this money, and that he claimed that he contributed something toward the support of his sister from the estate money, 40

and for the same reasons stated in answer to a like question in relation to Emma.

Q. Your last charge in the account rendered as to Emma is for \$280, from March 1, 1882, to July 1, 1884; why is that charged against her?

A. That is on account of rent for the premises occupied by her.

Q. Why is that not properly charged against her husband?

10 A. The place was hired by her directly, and was to be taken out of her share.

Q. Did it cost any more for the maintenance and support of these infants after 1881 than before?

A. I don't know how that is.

Q. They only got \$16 per month after 1879; why did they require so much more the year previous?

A. I cannot say, unless the fund was getting so much less.

Q. Did you ever make any attempt to invest any part
20 of this fund?

A. I never did invest any.

Adjourned to Friday, January 16, 1885.

Cross-examination continued (January 22, 1885)—

Q. Where is the voucher which shows the payment charged under date May 12th, 4 weeks' board, \$10, in account of Emma?

A. It will be found in voucher *Exhibit 5*.

Q. Did you ever make any application to the court for authority to make any of these payments from the in-
30 come of funds in your hands?

A. No, sir.

Q. Did you make application for authority to expend the principal, or any part of it, for the support of these children?

A. No, sir.

Q. After Mrs. Rogers went into your house on Pavo-
nia avenue, and you commenced to pay her bills for gro-

ceries, did she ever make you any charge for the support and maintenance of these children ?

A. I don't know what you mean by word "charge."

Q. Did she furnish you with bill, account or statement showing any sum or sums of money due her for board and maintenance ?

A. She never exhibited to me any bill of board, or statement of money spent by her for board and clothing of children ; she was to keep an account.

Q. Did you ever demand such statement or account ? 10

A. I haven't asked her for a statement since I began to furnish her groceries and rent in lieu of board and clothing.

Adjourned to Friday, February 6th, 1885, 1 P. M.

Mr. Traphagen continued.

Re-direct—

These items that appear in these bills for groceries and also the vouchers for board and for clothing are correct and have been paid by me ; the signatures to the vouchers are genuine. 20

Vouchers 7 and 8, signed by the mother, the list of articles mentioned there are the articles represented to me by Mrs. Rogers as furnished by her to the children, and that voucher was paid on that representation.

Voucher 43, March 18, 1876, \$25, was paid to the mother for the benefit of the children for things furnished by her to them.

Voucher *Exhibit 49*, \$20, was paid for the benefit of the children and at the request of the mother as being for necessaries. 30

Exhibit 2 ; these things were—I paid Mrs. Rogers the amount of money mentioned there, and the articles there named were furnished for the children, and that they were for necessaries for the children ; the groceries that were furnished to Mrs. Rogers after the marriage (June 10th, 1881,) were furnished for the use and benefit of Charles at his mother's request ; Charles told me after he had become of age, that Emma was getting

in the way of rent, \$10, and that he had been getting \$6 in groceries, therefore he had been contributing toward Emma's support; I desire to claim interest on these different sums or items paid out from the times of payment—the rent charged was reasonable; there is a charge for board and clothing from January 1, 1876, to October 19, 1876, and also rent charged for same period; this charge for rent for this period should be stricken out; the charge for rent should commence October 19, 10 1876.

Cross-examined—

When I say I desire to claim interest on these items, I mean that if I am to be charged interest for the moneys in my hands, I ought to be allowed interest on what I have paid out as an offset.

HENRY TRAPHAGEN.

Sworn to and subscribed before me, this sixth day of February, 1885.

JOHN A. BLAIR,

Master in Chancery of New Jersey.

20

Accountant rests.

Charles E. Rogers, being duly sworn, on his oath saith—
I live 158 Pavonia avenue; am one of the complainants; son of Charles E. Rogers, deceased; know Mr. Traphagen, the defendant; I never received from Mr. Traphagen, as administrator of my father's estate, any moneys that I know of.

Q. When did you first go to work and earn any money?

30 [Question objected to by the counsel for defendant on the ground that it is irrelevant and immaterial.]

[The objection is overruled.]

[The counsel for defendant excepts to the ruling of the master and gives notice of appeal therefrom—this

objection and ruling applies to all the testimony on this matter.]

JOHN A. BLAIR,
Master.

February 6, 1885.

[The counsel for the complainants asks master to direct witness to answer the question.]

A. When I was fourteen years old; that was in 1876, on December 5; I went to work with H. L. Rosenkrans in the coal business, and I continued to work in the same 10 place up to the commencement of this suit; when I first went to work I received \$3 per week; I worked about a year for \$3 per week then I got \$4 per week, and was then raised \$1 per week every year; when I first went to work I was living with my mother and I turned my wages in to the house for her support; I continued to do that until 1880; in 1876 we were living in Jersey avenue; I can't exactly say when we went to live in Pavonia avenue; I think we moved away from 185 Pavonia avenue in 1878 or 1879; I can't say which; the 20 money I received after 1880 I kept for myself; I was married then and went to housekeeping; when I got married I went to live with my mother; I supported the house and family after I got married in 1880; my mother after that furnished me \$6 worth of groceries every month, that was all; it is six years since I received any clothing or other necessaries outside of board; I supplied such things for myself.

Q. During the time that you resided at 185 Pavonia avenue with your mother, did your mother keep a board-30 ing-house?

[This question is objected to by counsel for defendant, on the ground that it is immaterial, &c.]

[The objection is overruled by master.]

[Counsel for defendant excepts to this ruling of the master and gives notice of appeal.]

JOHN A. BLAIR,
Master.

February 6, 1885.

A. Yes, sir.

Q. Did she occupy more room than was necessary for the family?

A. No, sir.

Q. When you say that your mother occupied no more room than was necessary for the family, do you include in that statement the boarders?

A. Yes, sir.

10 Q. What was the average number of boarders that your mother had while at 185 Pavonia avenue?

[This question is objected to by counsel for defendant, on the ground that it is immaterial.]

[The objection is overruled, &c., &c.]

[The counsel for defendant excepts and gives notice of appeal.]

JOHN A. BLAIR,
Master.

February 6, 1885.

A. Two.

20 Q. Do you know whether, before her marriage, your sister Emma went out to work?

[This question objected to by counsel for defendant, on ground of immaterial.]

[The master overruled the objection.]

[The counsel for defendant excepts and gives notice of appeal.]

JOHN A. BLAIR,
Master.

February 6, 1885.

30 A. Yes, sir; I think she worked about three years before her marriage.

Q. Have you been of any expense, including board, to your mother since you left Pavonia avenue?

[Counsel for defendant objects to this question, on the ground that it is immaterial, &c.]

[Objection overruled.]

[Counsel for defendant excepts and gives notice of appeal.]

JOHN A. BLAIR,
Master.

February 6, 1885.

A. No, sir; instead of being expense to my mother since 1880, she has, as a matter of fact, lived with me at my expense.

Q. While she was living with you at your expense, how much did she contribute toward keeping the house? 10

[Question objected to by counsel for defendant.]

[Objection overruled.]

[Counsel for defendant excepts and gives notice of appeal.]

JOHN A. BLAIR,
Master.

February 6, 1885.

A. \$6 per month; this was received in the form of groceries.

Q. Did you ever tell Mr. Traphagen since you become 20 of age that you, Emma and your mother, had made an arrangement between yourselves as to the payment of any money out of the funds in his hands as administrator, and that you had arranged to contribute to Emma's support, or anything to that effect?

A. No, sir.

Cross-examined by Mr. Van Dyke for defendant—

Q. You say it is about eight years since you have received anything from your mother, even board?

A. No, sir. 30

Q. When your mother applied to Mr. Traphagen for these items, charges on the account during the last eight years, she falsely represented those things to be necessities for your support?

[The question is objected to by counsel for complainant. 1st—Because it is not shown that the witness had any knowledge of such application. 2d—There is no

proof that any such application has been made; if she so stated to Mr. Traphagen, then her statements were false.]

A. I don't know, exactly, whether they would be false or not.

Q. Since you have been of age you never met Mr. Traphagen and said to him that your and Emma's allowance were disproportionate?

A. I did; I will state what I said; I was walking up
10 Grove street and met Mr. Traphagen and asked him if he had the account filed yet, and he said no, he had not; I asked him the reason why he took the \$6 per month away from my mother, and my sister was drawing \$10 per month for rent; I get the benefit of that \$6 per month for the house; I was married in October, 1880, in Jersey City; I believe the conversation on Grove street was the only one I had with him since I came of age; I did not tell him that I was contributing \$2 per month to Emma's support; I did not tell him that Emma had
20 a hard time to get along, or that I was helping her.

Re-direct examination.

I was going up Grove street; I met Mr. Traphagen and asked him if he had filed his final account, and he said, no; I asked him the reason why he had taken the \$6 from my mother for groceries, and why my sister was getting her rent; that was all; he said he had stopped the grocery bill, and had sent up a note to Mr. Hernme to continue on the groceries till further notice.

The account I referred to was the account of the money
30 due us; he had stopped furnishing the \$6.00 for my mother, which led to the conversation.

Re-cross-examination--

The \$6.00 per month of groceries I got the benefit of.
CHARLES E. ROGERS.

Sworn and subscribed before me, this 6th of February,
1885.

JOHN A. BLAIR,
Master in Chancery of New Jersey.

Mrs. Rogers, recalled for cross-examination—

Q. I understand, Mrs. Rogers, the arrangement referred to between you and Mr. Traphagen, as to payment for board and clothing for the children, was made soon after your husband's death in 1870, while the first vouchers signed by you in this case are dated April 11, 1873; had you received any of the money shown in *Exhibits 1 and 2*, before 1873?

A. We had money before that.

Q. Do I understand that after this arrangement was made with Mr. Traphagen in 1870, he paid you for board and clothing from month to month, or time to time, till 1873, when the amounts which he paid you were added together and put in these two receipts?

A. Yes.

Q. Did he pay you before 1873 the same as after?

A. Yes.

Q. After you moved in Mr. Traphagen's house in Pavonia avenue, and were allowed groceries by him, did you make him any charge for the board and clothing of the children?

A. No, I didn't.

Re-direct examination—

The groceries I got were for clothing and board.

SARAH ROGERS.

Sworn and subscribed before me, this 22d January, 1885.

JOHN A. BLAIR,

Master in Chancery of New Jersey.

Henry W. Harms, being duly sworn, on his oath saith— 30

I live in Jersey City; I know Henry Traphagen, defendant; I know Charles E. Rogers and Emma Martin, the complainants; have known them 15 years; am in business in Jersey City; in liquor business; was in grocery business prior to that; was in grocery business about 15 years; I quit in 1879—don't remember date in the year—latter part of the year; was doing business in

different parts of Jersey ; when I quit my store was corner Ninth and Henderson ; was in business at that corner about 8 years ; don't recollect year that Charles E. Rogers died ; I was then in business corner Seventh and Coles ; I then began business at Ninth and Henderson, also keeping my old place ; while at business at Seventh and Coles, Mrs. Rogers was a customer of mine ; she continued to trade with me until I wouldn't trust her any longer ; that was in 1878 ; she dealt with me after
 10 1878 : she run a book account with me after 1878 in her name ; Mrs. Rogers paid for the groceries she got, so far as she had money to pay.

On May 30, 1878, I got notice or order marked *Exhibit Z*, on which I furnished Mrs. Rogers \$40 worth of groceries ; I received from Mr. Traphagen on account of that \$33 and some cents, and he still owes me \$6 and some odd cents ; that is all the money I ever received from Mr. Traphagen for groceries furnished Mrs. Rogers.

Cross-examined by Mr. Fisk for complainants—

20 This notice *Exhibit Z*, in May, 1878, and the groceries, were furnished immediately after that ; that was in the months of June and July when I furnished groceries ; Mr. Traphagen did not pay me in cash, but in a note of one Marks for \$33 and some odd cents ; I don't remember when I got this note, some time after, probably six months after ; I think Mrs. Rogers, at this time, lived in one of the Traphagen houses, on Pavonia avenue.

H. W. HARMS.

30 Sworn to and subscribed before me, this 16th February A. D. 1885.

JOHN A. BLAIR,
Master in Chancery of New Jersey.

Jersey City, February 7, 1885.

The parties met pursuant to adjournment and the examination was resumed ; the testimony being taken by a stenographer, by consent his oath being waived.

Emma A. Martin, a witness produced on the part of the complainants, being duly sworn according to law, on her oath deposes and says (being examined in chief by Mr. Fisk)—

Q. You are one of the complainants in this suit?

A. Yes sir.

Q. Where do you reside?

A. 158 Pavonia avenue.

Q. Are you married?

A. Yes, sir.

10

Q. What was your maiden name?

A. Emma A. Rogers.

Q. You are the daughter of Charles E. Rogers, deceased, of whose estate Mr. Henry Traphagen is administrator?

A. Yes.

Q. When did you become of age?

A. In 1881, born in 1860.

Q. What part of the year?

A. Fifth of October.

20

Q. When were you married?

A. August 12th, 1877.

Q. Previous to your marriage, with whom did you reside?

A. With my mother and my brother.

Q. Since your marriage in 1877, have you resided with your husband?

A. Always.

Q. He has supported you during that period?

A. Yes, sir.

30

Q. Furnished you with clothing?

A. Yes, sir.

Q. Have you received any money or any clothing or groceries or other necessaries from the defendant, Henry Traphagen, since your marriage?

A. Nothing but my rent.

Q. Have you received any clothing, money or other necessaries of any description from your mother since your marriage?

Q. No, sir, nothing at all.

40

Q. You have been supported then entirely since your marriage by your husband?

A. Entirely ever since, with the exception of the rent.

Q. Then I understand you to say distinctly that since your marriage in 1877 you have received nothing of any kind whatsoever from Mr. Traphagen as administrator of your father's estate, or from your mother towards your support or maintenance—

10 [Objected to.]

(Continuing), except such allowance as may have been made for rent?

A. Nothing whatever but rent.

Q. When you were married in 1877 you were residing with your mother, were you not?

A. Yes.

Q. Did you and your husband continue to reside with her after your marriage?

A. Yes, sir.

20 Q. For how long a period of time?

A. Until the 15th of January, 1879.

Q. During the time you and your husband resided with your mother after your marriage up to January, 1879, did your husband pay your mother board?

A. My husband gave the money to me, we all lived together, that was the way.

Q. Explain what you mean when you say "my husband gave me the money and we all lived together?"

30 A. My husband gave the wages to me; it was for the whole family, like.

Q. You say your husband's wages went for the whole family—what do you mean by that?

[Counsel for defendant objects to the question, on the ground that it is immaterial and irrelevant.]

A. Well, he was to help support us all—that was the only way; Charley wasn't getting much, then.

Q. Whom do you refer to as "us all?"

A. My husband, my brother, my mother, my child and myself.

Q. These wages, then, which your husband gave you went into the general fund for the support of the family?

A. Yes, sir.

Q. Did you and your husband use all the wages, or did any of the others get the benefit?

A. They got the benefit as well as we did.

Q. You say you continued to reside in the same manner until January, 1879?

A. Yes, sir.

Q. What occurred then? 10

A. Then I moved to Mr. Traphagen's house, 185 Pavia avenue.

Q. With your husband?

A. With my husband, certainly.

Q. The rest of the family, I understand you, went elsewhere?

A. Yes, they went up to Twelfth street, then.

Q. Previous to your marriage, did you earn any money by your own exertions?

A. Yes, sir. 20

Q. When?

[Question objected to; objection overruled; counsel for defendant excepts to ruling and gives notice of appeal; counsel for complainants objects to the notice of appeal under the rules being entered on the records, for the reason that this is not such examination as is contemplated by the rules for appeals of this character, but that the cause is before the master for the purpose of taking and stating an account, and that, under those circumstances, it is entirely competent for the master to 30 pass upon any question that may be asked, and that the rights of the defendant are secured to him by exception to the master's report when presented.]

A. In 1874 until 1877, I worked at lace and fringe work.

Q. What wages did you receive during that period?

A. Well, from three to five dollars; five was the highest and three was the lowest, per week.

Q. About what did it average?

A. Well, it was never less than three dollars; about four dollars, regular like.

Q. What did you do with the money you so earned?

A. I gave it to my mother, of course.

Q. All of it?

A. All of it.

Q. When you all went to reside at 185 Pavonia avenue did your mother keep boarders there?

A. She had two boarders.

10 Q. How long is it since you have ceased to be any expense whatsoever for maintenance or otherwise to your mother?

A. Well, I guess it has been since 1874, since I went to work; I never was any expense since 1874.

Q. Have you ever received on your account any money from Mr. Traphagen as administrator of your father's estate?

[Question objected to as improper and leading; allowed.]

20 A. I have never received no money, only my rent.

Q. You say you never received only your rent, did you receive any money outside of your rent?

A. No; from Mr. Traphagen, it was his house.

Q. Did you receive your rent in money?

A. No, I didn't.

Q. I understand that after 1879 you occupied rooms in a house belonging to Mr. Traphagen?

A. Yes sir, I did.

Q. And you never paid him any rent for them in
30 money?

A. No. sir.

Q. That was after your marriage?

A. That was after my marriage, certainly.

Q. Did you ever receive directly from Mr. Traphagen, as administrator of your father's estate, any clothing, groceries or other necessaries of life, other than as you explained about your residing in rooms in his house?

A. Nothing but my rent; that is for the last—since I was married.

40 Q. You say, Mrs. Martin, that Mr. Traphagen, as ad-

ministrator of your father's estate, never paid you any money, nor for the last—since you were married, has he furnished you with any groceries, clothing or other necessaries; now before your marriage did you ever receive at the hand of Mr. Traphagen directly any clothing, groceries or other necessaries of life?

A. My mother received them.

Q. You did not?

A. Mamma got the money.

Whereupon the examination was adjourned to Feb-10 ruary 9, 11 A. M., at the same place.

Jersey City, February 9th, 1885.

Pursuant to adjournment, the examination was resumed in the presence of same counsel as before.

Cross-examination of Mrs. Martin by Mr. Van Dyke—

Q. In your last examination you were asked how long is it since you have ceased to be any expense whatsoever for maintenance or otherwise to your mother, and your answer was, "Well, I guess it has been since 1874—since I went to work; I never was any expense since 1874;"²⁰ will you please state to the master what you mean by that statement; say whether or not, before 1874, you ever eat any groceries furnished by order of Mr. Traphagen, as administrator, or occupied any premises since 1874 that you know he had rented?

A. Yes, I helped eat some groceries furnished by him as administrator.

Q. Furnished by him as administrator of your father's estate?

A. Yes, sir, I did.

30

Q. And since your marriage you have lived in a house furnished by him?

A. Yes, sir.

Q. Have you had any groceries furnished by him during that time since your marriage?

A. No, not since my marriage.

Q. You only had house rent?

A. That is all ; I only had house rent.

Q. Then your answer, " Well, I guess it has been since 1874—since I went to work ; I never was any expense since 1874," you mean expense to your mother, not expense to the estate ?

A. I never was any expense to mamma.

Q. Then since 1874 you have had some benefit or help from the estate without any from your mother ?

A. Yes, sir.

10 Q. In the shape of groceries and rent up to the time of your marriage ?

A. Yes.

Q. And from your rent since your marriage ?

A. Yes, I had my rent since my marriage.

Q. You say you were married in what year ?

A. In 1877, on the 12th of August.

Q. Did you or did you not at that time live in one of Mr. Traphagen's houses, the time you were married ?

A. Yes, sir.

20 Re-direct—

Q. What do you mean that since you went to work you were not any expense to your mother ?

A. Well, I was only clothing myself and helped towards giving mother money.

Q. You paid then out of your own earnings what your board and clothing amounted to, that is all ?

A. Yes.

[The signature of the witness to this testimony is waived by consent.]

30 [Counsel for complainants requests counsel for defendant to state whether or not it is his intention to perfect or attempt to perfect his appeal taken upon rulings of the master at the last two sittings, and if so, when and where.]

[Counsel for defendant state that he has spoken to the advisory master, and he thought it was proper that they should be heard before him as advisory master, and would appoint Thursday, at 12 o'clock, as a convenient hour for him to hear it. If Mr. Traphagen wishes to

prosecute the appeal, his counsel will be there at that time; and if not, he will give notice under the rules at the office of the solicitors of the complainants.]

[Counsel for complainants states he has no further testimony to offer.]

Whereupon the examination was adjourned to Friday, February 13th, 1885, at 2 o'clock, P. M., at the same place.

At which time the case was declared closed on both sides. 10

JOHN A. BLAIR,
Master.

Report of Special Master.

In pursuance of an order of this court made in the above entitled cause, made on the fifteenth day of October, A. D. 1884, whereby it was referred to John A. Blair, one of the special masters of this court, to take and state an account between the complainants and the defendant, Henry Traphagen, administrator of the estate of said Charles E. Rogers, deceased, I, the said master, do report that I have been attended from time to time by the solicitors of the complainants and by the solicitors for the defendant, and by the defendant, Henry Traphagen, in person, and in their presence have taken the testimony hereto annexed, and have examined the same and the vouchers therein named and produced, and have considered the matters thereby referred to me, and I do report as follows, viz. :

First. That the said defendant, Henry Traphagen, administrator of Charles E. Rogers, deceased, filed his account as such administrator in the Orphans Court of the county of Hudson, on the sixth day of May, A. D. eighteen hundred and seventy-two, by which it appears

that he then had in his hands, as such administrator, the sum of four thousand two hundred and sixty-five dollars and two cents (\$4,265.02); and of this sum, the amount of two thousand one hundred and thirty-two dollars and fifty-one cents (\$2,132.51), was due to the complainant, Charles E. Rogers; and the like sum of two thousand one hundred and thirty-two dollars and fifty-one cents (\$2,132.51), was due to the complainant, Emma A. Martin.

10 *Secondly.* And I do further report that by the testimony taken in this cause, it appears to my satisfaction that from the mingling of the estate funds with, and the use of the same with his own, the said defendant, as administrator, should be charged with interest on the fund in his hands belonging to the said estate, after the lapse of six months allowed to him for investment.

Thirdly. And I do further report that in charging the administrator with interest on the estate funds in his hands, I have charged him with interest only on the
20 balance of such funds after crediting him with all moneys paid out legally; and I have adopted the plan of allowing or making yearly rests or stops in the calculation of such interest.

Fourthly. I do further report that the said administrator should be allowed all the payments made by him for the use and benefit of said complainants (as shown by his accounts) from the sixth day of May, A. D. 1872, to October, 1880, in case of the complainant, Charles E. Rogers; and in the case of the complainant, Emma A.
30 Martin, up to September, A. D. 1877, after which respective dates I am of opinion payments made by administrator should not be allowed him.

Fifthly. And I do report that the administrator is not entitled to the allowance for commissions claimed by him in his account presented to the master therefor.

Sixthly. And I do further report that there is now due from the said defendant, Henry Traphagen, administrator of the estate of Charles E. Rogers, deceased, to the complainant, Charles E. Rogers, the sum of twenty-two
40 hundred and ten dollars and forty-four cents (\$2,210.44),

as shown by account stated, marked *Schedule A*, hereto annexed.

Seventhly. And I do further report that there is due at the date of this report, from the defendant, Henry Traphagen, administrator of the estate of Charles E. Rogers, deceased, to the complainant, Emma A. Martin, the sum of twenty-eight hundred and twenty-four dollars and seventy-eight cents (\$2,824.78), as shown by the account stated, marked *Schedule B*, hereto annexed, and to which reference is made. 10

Respectfully submitted this first day of April, A. D. 1885.

JOHN A. BLAIR,
Master.

SCHEDULE A.

STATEMENT.

Henry Traphagen, administrator of the estate of Charles E. Rogers, deceased, in account with Charles E. Rogers, one of the children, and an heir-at-law of Charles E. Rogers, deceased. 20

1872.

May 6. To amount of fund in hands of administrator, May 6, 1872, belonging to Charles E. Rogers, as heir, \$2,132 50

1873.

April 11. By 49 weeks' board for Charles, paid Sarah E. Rogers, from May 6, 1872, to April 12, 1873, \$61 25 30

April 11. By cash paid Mrs. S. E. Rogers, for clothing for Charles, furnished between May 6, 1872, and April 12, 1873, 55 86

May 12. By 5 weeks' board for Charles, paid to June 14, 1873,		\$12 50
May 12. By cash paid Mrs. S. E. Rogers, for hat, stockings, &c., for Charles.		2 25
May 12. By 4 weeks' board for Charles, paid to May 12,		10 00
May 12. By cash paid Mrs. S. E. Rogers, for boots for Charles,		2 50
10 July 15. By 4 weeks' board for Charles, paid to July 14,		10 00
July 15. By cash paid Mrs. S. E. Rogers, for shirts, suit, &c., for Charles,		12 50
Aug. 12. By 4 weeks' board for Charles, paid to Aug. 9,		10 00
Aug. 12. By cash paid Mrs. S. E. Rogers, for shirts for Charles,		2 00
Sept. 12. By 5 weeks' board to		12 50
20 Sept. 12, for Charles,		
Sept. 12. By cash paid Mrs. S. F. Rogers, for hat, boots, suit, &c., for Charles,		9 85
Oct. 13. By 4 weeks' board for Charles, to Oct. 10, paid,		10 00
		<hr/>
		\$211 21
To balance,		1,921 29
		<hr/>
30	\$2,132 50	\$2,132 50
		<hr/>
To balance,	\$1,921 29	
To interest on balance from Nov. 6, 1872, to Nov. 6, 1873, at 7 per cent.,	134 49	
		<hr/>
Nov. 6. Total amount due from administrator at this date,	\$2,055 78	
Nov. 12. By 4 weeks' board for		
40 Charles, paid to Nov. 7,		\$10 00

Nov. 12. By cash paid Mrs. S. E. Rogers, coat for Charles,	\$10 00
Dec. 17. By 4 weeks' board for Charles, paid to Dec. 5,	10 00
Dec. 17. By cash paid Mrs. S. E. Rogers, shirts for Charles, 1874.	2 00
Jan. 15. By 5 weeks' board for Charles, paid to Jan. 9, 1874,	12 50
Jan. 15. By cash paid Mrs. S. E. Rogers, boots for Charles,	2 00
Feb. 16. By 5 weeks' board for Charles, to Feb. 13, 1874,	12 50
March 18. By 5 weeks' board for Charles, to March 18,	12 50
March 18. By cash paid Mrs. S. E. Rogers, pants and hat,	3 25
April 20. By cash, 5 weeks' board for Charles, to April 24,	12 50
May 21. By 5 weeks' board for Charles, to May 21, 1874,	12 50
May 21. By cash paid Mrs. S. E. Rogers, for vest and suit for Charles,	9 50
June 24. By 4 weeks' board for Charles, to June 18,	10 00
June 24. By cash paid Mrs. S. E. Rogers, for shoes and shirts for Charles,	4 00
July 21. By 5 weeks' board for Charles, to July 23,	12 50
July 21. By cash paid Mrs. S. E. Rogers, hat and pants for Charles,	3 00
Aug. 26. By 5 weeks' board for Charles, to Aug. 27,	12 50
Aug. 26. By cash paid Mrs. S. E. Rogers, shirts for Charles,	2 00
Oct. 1. By 5 weeks' board, to Oct. 1, for Charles,	12 50 40

Oct. 1. By cash paid Mrs. S. E. Rogers, suit and boots for Charles,	\$10 00
Nov. 5. By 5 weeks' board for Charles, paid to Nov. 5,	12 50
Nov. 5. By cash paid Mrs. S. E. Rogers, shoes and drawers for Charles,	3 50
	<hr/>
	\$191 75
10 To balance,	1,864 03
	<hr/>
	\$2,055 78
	\$2,055 78
	<hr/>
To balance,	\$1,864 03
To interest, on balance, Nov. 6, 1873, to Nov. 6, 1874, at 7 per cent.,	130 48
	<hr/>
20 Nov. 6. Total amount due from administrator at this date,	\$1,994 51
Dec. 5. By 4 weeks' board for Charles, to Dec. 3,	\$10 00
Dec. 5. By cash paid Mrs. S. E. Rogers, coat and boots for Charles, 1875.	10 00
Jan. 1. By 5 weeks' board for Charles, to Jan. 7,	12 50
30 Jan. 1. By cash paid Mrs. S. E. Rogers, hat and pants for Charles,	4 00
Feb. 12. By 5 weeks' board for Charles, to Feb. 11,	12 50
Feb. 12. By cash paid Mrs. S. E. Rogers, shirts and stockings for Charles,	3 00
March 20. By 5 weeks' board for Charles, to March 11,	12 50

March 20. By cash paid Mrs. S. E. Rogers, suit and shoes for Charles,	\$12 00
May 8. By 5 weeks' board for Charles, to April 15,	12 50
May 8. By cash paid Mrs. S. E. Rogers, shirts for Charles,	1 00
May 25. By 5 weeks' board for Charles, to May 20,	12 50
May 25. By cash paid Mrs. S. E. Rogers, for hat and pants for Charles,	10 3 50
June 30. By 5 weeks' board for Charles, to June 24,	12 50
June 30. By cash paid S. E. Rogers, jacket for Charles,	2 25
July 28. By 4 weeks' board for Charles, to July 22,	10 00
July 28. By cash paid Mrs. S. E. Rogers, shoes and shirts for Charles,	20 4 00
Aug. 25. By 4 weeks' board for Charles, to Aug. 19,	10 00
Oct. 1. By cash, 5 weeks' board for Charles, to Sept. 23,	12 50
Oct. 1. By cash paid Mrs. S. E. Rogers, for clothing and shoes for Charles,	8 25
Nov. 1. By 5 weeks' board for Charles, to Oct. 28,	12 50 30
Nov 1. By cash paid Mrs. S. E. Rogers, boots for Charles,	2 00
	<hr/> \$180 00
To balance,	1,814 51
	<hr/> \$1,994 51 \$1,994 51
To balance,	<hr/> \$1,814 51
10	

To interest on balance, Nov. 6, 1874, to Nov. 6, 1875, at 7 per cent.,	\$127 01
Nov. 6. Total amount due from administrator at this date,	\$1,941 52
Dec. 2. By 5 weeks' board, to Dec. 2, for Charles,	\$12 50
Dec. 2. By cash paid Mrs. S. E. 10 Rogers, suit for Charles, 1876.	12 00
Jan. 1. By 5 weeks' board, to Jan. 6, for Charles,	12 50
Feb. 10. By 5 weeks' board, to Feb. 10, for Charles,	12 50
Feb. 10. By cash paid Mrs. S. E. Rogers, shirts for Charles,	4 50
Mar. 8. By cash paid Mrs. S. E. Rogers, for her own use,	4 00
20 Mar. 15. By 5 weeks' board for Charles, to March 16,	12 50
Mar. 15. By cash paid Mrs. S. E. Rogers, boots and jacket for Charles,	4 50
Mar. 18. By cash paid Mrs. S. E. Rogers, for her own use,	12 50
Apr. 12. By 4 weeks' board for Charles, to April 13,	10 00
Apr. 12. By cash paid Mrs. S. E. 30 Rogers, for suit for Charles,	13 00
May 22. By 4 weeks' board, to May 11, for Charles,	10 00
June 23. By 5 weeks' board, to June 15, for Charles,	12 50
June 23. By cash paid Mrs. S. E. Rogers, shirt and hats for Charles,	3 50
July 26. By 6 weeks' board, to July 27, for Charles.	15 00

July 26. By cash paid Mrs. S. E. Rogers, for suit for Charles,	\$12 00	
Oct. 10. By 6 weeks' board for Charles, paid to September 27,	15 00	
Oct. 10. By cash paid Mrs. S. E. Rogers, boots for Charles,	2 00	
Oct. 10. By cash paid Mrs. S. E. Rogers, for her own use,	10 00	
Oct. 26. By 6 weeks' board for Charles, to October 19,	15 00	10
Oct. 26. By cash paid Mrs. S. E. Rogers, for shirt and hat for Charles,	3 00	
Nov. 6. By one-half rent 185 Pavonia avenue, October 19 to November 6,	2 25	
	<hr/>	
	\$210 75	
To balance,	1,730 77	
	<hr/>	
	\$1,941 52	20
	<hr/>	
	\$1,941 52	
	<hr/>	
To balance,	\$1,730 77	
To interest on balance, November 6, 1875, to November 6, 1876, at 7 per cent.,	121 15	
	<hr/>	
Nov. 6. Total amount due from administrator at this date, 1877.	\$1,851 92	
		30
Apr. 3. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	\$16 67	
May 3. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	33 65	
June 18. By one-half amount paid H. Mahnken, for groceries fur-		40

	nished for use of Charles and sister,	\$27 97
	July 20. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	26 58
	Oct. 17. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	73 17
10	Nov. 6. By one-half rent, 185 Pavana avenue, Nov. 6, 1876, to date,	54 00
		<hr/>
		\$232 04
	To balance,	1,619 88
		<hr/>
		\$1,851 92 \$1,851 92
		<hr/>
20	To balance,	\$1,619 88
	To interest on balance, Nov. 6, 1876, to Nov. 6, 1877, at 7 per cent.,	113 38
		<hr/>
	Nov. 6. Total amount due from administrator at this date,	\$1,733 26
	Dec. 4. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	\$4 88
30	1878.	
	Mar. 16. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	17 96
	Mar. 16. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	26 12
40	Mar. 16. By one-half amount paid	

Henry Harms, for groceries furnished for use of Charles and sister,	\$16 50
Mar. 16. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	10 00
May 25. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	10 41
May 28. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	10 94
July 17. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	23 19
Sept. 29. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	20
Sept. 28. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	11 00
Oct. 18. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	10 38
Nov. 2. By one-half amount paid H. Mahnken, for groceries furnished for use of Charles and sister,	10 58
Nov. 6. By one-half rent of 185 Pavonia avenue, Nov. 6, 1877, to date,	10 14
	54 00
	\$216 10 40

	To balance,	\$1,517 16
		<u>\$1,733 26</u> <u>\$1,733 26</u>
	To balance,	\$1,517 16
	To interest on balance, Nov. 6, 1877, to July 4, 1878, at 7 per cent.,	\$60 18
10	To interest on balance, July 4, 1878, to Nov. 6, 1879, at 6 per cent.,	35 98
		<u>96 16</u>
	Nov. 6. Total amount due from administrator at this date, 1879.	\$1,613 32
20	Jan. 4. To one-half amount paid H. Mahnken, for groceries fur- nished for use of Charles and sister,	\$10 08
	Feb. 8. By one-half amount paid H. Mahnken, for groceries fur- nished for use of Charles and sister,	10 36
	March 10. By one-half rent, 185 Pavonia avenue, Nov. 6, 1878, to date,	22 00
30	May 29. By one-half amount paid H. Mahnken, for groceries fur- nished for use of Charles and sister,	8 00
	Aug. 29. By one-half amount paid H. Mahnken, for groceries fur- nished for use of Charles and sister,	14 52
40	Oct. By one-half amount paid H. Mahnken, for groceries fur- nished for use of Charles and sister,	21 31
		<u>\$86 27</u>

To balance,	\$1,527 05	
	<u>\$1,613 32</u>	<u>\$1,613 32</u>
To balance,	\$1,527 05	
To interest on balance, Nov. 6, 1878, to Nov. 6, 1879, at 6 per cent.,	91 62	
Nov. 6. Total amount due from administrator this date,	\$1,618 67	10
Nov. 22. By one-half amount paid H. Mahnken, for groceries sup- plied Charles and sister,	\$21 31	
To balance,	1,597 36	
	<u>\$1,618 67</u>	<u>\$1,618 67</u>
To balance,	\$1,597 36	
To interest on balance, Nov. 6, 1879, to Nov. 6, 1880, at 6 per cent.,	95 84	20
Nov. 6, 1880. Total amount due from administrator this date,	\$1,693 20	
To interest, Nov. 6, 1880, to Nov. 6, 1881, at 6 per cent.,	111 59	
Nov. 6, 1881. Total amount due from administrator this date,	\$1,804 79	30
To interest, Nov. 6, 1881, to Nov. 6, 1882,	118 28	
Nov. 6, 1882. Total amount due from administrator this date,	\$1,923 07	
To interest, Nov. 6, 1882, to Nov. 6, 1883,	115 38	
Nov. 6, 1883. Total amount due		

	from administrator, Nov. 6, 1883,	\$2,038 45
	To interest from Nov. 6, 1883, to Nov. 6, 1884,	122 30
		<hr/>
	Nov. 6, 1884. Total amount due from administrator this date,	\$2,160 75
	To interest, Nov. 6, 1884, to April 1, 1885,	49 69
		<hr/>
10	April 1, 1885. To total amount due from administrator this date,	\$2,210 44

JOHN A. BLAIR,
Master.

Dated April 1, 1885.

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SCHEDULE B.

STATEMENT.

20 Henry Traphagen, administrator of the estate of Charles
E. Rogers, deceased, in account with Emma A. Martin,
formerly Emma A. Rogers, one of the children and an
heir-at-law of Charles E. Rogers, deceased.

1872.

May 6. To amount of fund in
hands of administrator, belong-
ing to Emma A. Martin, as
heir, &c., \$2,132 50

1873.

30 April 11. By 49 weeks' board for
Emma, paid Sarah E. Rogers,
May 6, 1872, to April 12, 1873, \$61 25
April 11. By cash paid Mrs. S. E.
Rogers, clothing for Emma, fur-

nished between May 6, 1872, and April 12, 1873,	\$55 86
May 12. By cash paid Mrs. S. E. Rogers, 4 weeks' board for Em- ma, to May 12,	10 00
May 12. By cash paid Mrs. S. E. Rogers, muslins, dresses, &c., for Emma,	9 15
June 13. By cash paid for board for Emma, 5 weeks, to June 14,	12 50 10
June 13. By cash paid Mrs. S. E. Rogers, hat dresses, calico, &c., for Emma,	15 00
July 15. By cash paid for board for Emma, 4 weeks, to July 12,	10 00
July 15. By cash paid Mrs. S. E. Rogers, muslin for Emma,	2 00
Aug. 12. By 4 weeks' board for Emma, to Aug. 7,	10 00
Aug. 12. By cash paid S. E. Ro- gers, dress for Emma,	6 60 20
Sept. 12. By 5 weeks' board for Emma, to Sept. 12,	12 50
Sept. 12. By cash paid Mrs. S. E. Rogers, dress for Emma,	2 00
Oct. 13. By 4 weeks' board for Emma, to Oct. 10,	10 00

To balance,	\$216 86
	1,915 64 30

\$2,132 50	\$2,132 50
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To balance,	\$1,915 64
To interest on balance, Nov. 6, 1872, to Nov. 6, 1873, at 7 per cent.,	134 09
Nov. 6. Total amount due from administrator this date,	\$2,049 73

Nov. 12. By 4 weeks' board for Emma, to Nov. 7,	\$10 00
Nov. 12. By cash paid S. E. Rogers, dress, jacket, &c., for Emma,	7 75
Dec. 17. By 4 weeks' board for Emma, to Dec. 5,	10 00
Dec. 17. By cash paid S. E. Rogers, hat for Emma, 1874.	3 00
10 Jan. 15. By 5 weeks' board for Emma, to Jan. 9, 1874,	12 50
Jan. 15. By cash paid S. E. Rogers for ribbons for Emma,	75
Feb. 16. By 5 weeks' board for Emma, to Feb. 13,	12 50
Feb. 16. By cash paid S. E. Rogers, stockings, dress, &c, for Emma,	5 00
Mar. 18. By 5 weeks' board for Emma, to March 18,	12 50
20 April 20. By 5 weeks' board for Emma, to April 24,	12 50
April 20. By cash paid S. E. Rogers, shoes, muslin, &c., for Emma,	3 75
May 21. By 5 weeks' board for Emma, to May 21,	12 50
May 21. By cash paid S. E. Rogers, hat and dress for Emma,	5 00
June 24. By 4 weeks' board to 30 June 18, for Emma,	10 00
June 24, By cash paid S. E. Rogers, hat, dress, ribbons, &c., for Emma,	1 50
July 21. By 5 weeks' board for Emma, to July 3,	12 50
July 21. By cash paid S. E. Rogers, stockings, &c., for Emma,	3 00
Aug. 26. By 5 weeks' board, Emma, to Aug. 27,	12 50

Aug. 26. By cash paid Mrs. S. E. Rogers, dresses, &c., for Emma,	\$5 50	
Oct. 1. By 5 weeks' board for Emma, to Oct. 1,	12 50	
Oct. 1. By cash paid S. E. Rogers, flannels, &c., for Emma,	2 50	
Nov. 5. By 5 weeks' board for Emma, to Nov. 5,	12 50	
Nov. 5. By cash paid S. E. Rogers, muslin, &c., for Emma,	3 00	10

\$183 25

To balance, 1,866 48

\$2,049 73 \$2,049 73

To balance, \$1,866 48

To interest on balance Nov. 6, 1873, to Nov. 6, 1874, at 7 per cent., 130 65 20

Nov. 6. To total amount due from administrator at this date,	\$1,997 13	
Dec. 5. By 4 weeks' board for Emma, to Dec. 3,	\$10 00	
Dec. 5. By cash paid S. E. Rogers, dress, aprons, &c., for Emma, 1875.	3 00	
Jan. 11. By 5 weeks' board for Emma, to Jan. 7,	12 50	30
Jan. 11. By cash paid S. E. Rogers, shoes and dress for Emma,	4 00	
Feb. 12. By 5 weeks' board for Emma, to Feb. 11,	12 50	
Feb. 12. By cash paid S. E. Rogers, muslin, sacque, &c., for Emma,	4 50	
March 20. By 5 weeks' board for Emma, to March 11,	12 50	
May 8. By 5 weeks' board for Emma, to April 15,	12 50	40

May 8. By cash paid S. E. Rogers, shoes, dress, &c., for Emma,		\$6 75
May 25. By 5 weeks' board for Emma, to May 20,		12 50
May 25. By cash paid S. E. Rogers, hat, aprons, &c.. for Emma,		5 00
June 30. By 5 weeks' board for Emma, to June 24,		12 50
June 30. By cash paid Mrs. S. E. 10 Rogers, dress, shoes, &c., for Emma,		5 75
July 28. By 4 weeks' board for Emma, to July 22,		10 00
July 28. By cash paid S. E. Rogers, aprons, &c., for Emma,		2 00
Aug. 25. By 4 weeks' board for Emma, to Aug. 19,		10 00
Aug. 25. By cash paid S. E. Rogers, dress, &c., for Emma,		7 50
20 Oct. 1. By 5 weeks' board for Emma, to Sept. 23,		12 50
Nov. 1. By 5 weeks' board for Emma, to Oct. 28,		12 50
Nov. 1. By cash paid S. E. Rogers, dress, hat, &c., for Emma,		6 50
		<hr/>
		\$175 10
To balance,		1,822 03
		<hr/>
30	\$1,997 13	\$1,997 13
		<hr/>
Nov. 6. To balance,	\$1,822 03	
Nov. 6. To interest on balance, Nov. 6, 1874, to Nov. 6, 1875, at 7 per cent.,	127 54	
	<hr/>	
Nov. 6. To total amount due from administrator this date,	\$1,949 57	
40 Dec. 2. By 5 weeks' board for Emma, to Dec. 2,		\$12 50

1876.

Jan. 11. By 5 weeks' board for Emma, to Jan. 6, 1876,	\$12 50
Jan. 11. By cash paid S. E. Rogers, shoes, dress, &c.,	10 00
Feb. 10. By 5 weeks' board for Emma, to Feb. 10,	12 50
Feb. 10. By cash paid Mrs. S. E. Rogers, hat, aprons, &c., for Emma,	3 50 10
March 15. By 5 weeks' board for Emma, to March 16,	12 50
Mar. 15. By cash paid S. E. Rogers, dress for Emma,	5 00
Mar. 18. By cash paid S. E. Rogers, for use of self,	12 50
April 12. By 4 weeks' board to April 13, for Emma,	10 00
April 22. By 4 weeks' board to May 11, for Emma,	10 00 20
April 22. By cash paid S. E. Rogers, dress and shoes for Emma,	10 00
June 23. By 5 weeks' board for Emma, June 15, 1876,	12 50
June 23. By cash paid S. E. Rogers, for hat, shoes, &c., for Emma,	6 50
July 26. By 6 weeks' board for Emma, to July 27,	15 00 30
July 26. By cash paid S. E. Rogers, shoes for Emma,	1 50
Oct. 10. By 6 weeks' board for Emma, to September 7,	15 00
Oct. 10. By cash paid S. E. Rogers, dress, &c., for Emma,	10 00
Oct. 10. By cash paid S. E. Rogers, for use of self,	10 00
Oct. 21. By 6 weeks' board, for Emma, to October 19,	15 00 40

	Nov. 6. By one-half amount paid for rent, 185 Payonia avenue, from October 19 to date,	\$2 25
		<hr/>
		\$198 75
	To balance,	1,750 82
		<hr/>
		\$1,949 57
		<hr/>
10	To balance,	\$1,750 82
	To interest on balance, Novem- ber 6, 1875, to November 6, 1876, at 7 per cent.	108 55
		<hr/>
	Nov. 6. To total amount due from administrator this date, 1877.	\$1,859 37
	Mar. 8. By cash paid S. E. Rogers, for use of self,	4 00
20	Apr. 3. By one-half amount paid H. Mahnken, for groceries fur- nished for use of Emma and Charles,	16 66
	May. By one-half amount paid H. Mahnken, for groceries fur- nished for use of Emma and Charles,	33 65
30	June 18. By one-half amount paid H. Mahnken, for groceries fur- nished for use of Emma and Charles,	27 96
	July 20. By one-half amount paid H. Mahnken, for groceries fur- nished for use of Emma and Charles,	26 58
	Sept. 6. By one-half rent 185 Payonia avenue, November 6, 1876, to date,	45 00
		<hr/>
40		\$153 85

To balance,	\$1,705 52	
	<u>\$1,859 37</u>	<u>\$1,859 37</u>
Nov. 6. To balance,	\$1,705 52	
Nov. 6. To interest on balance, Nov. 6, 1876, to Nov. 6, 1877, at 7 per cent.,	119 38	
Nov. 6. To total amount due from administrator this date,	<u>\$1,824 90</u>	10
Nov. 6. To interest on same, Nov. 6, 1877, to July 4, 1878, at 7 per cent.,	\$83 33	
Nov. 6. To interest on same, July 4, 1878, to Nov. 6, 1878, at 6 per cent.,	<u>36 49</u>	
	<u>119 82</u>	
Nov. 6, 1878. Total amount due from administrator this date,	\$1,944.72	20
Nov. 6, 1878. To interest on same, Nov. 6, 1878, to Nov. 6, 1879, at 6 per cent.,	<u>116 68</u>	
Nov. 6, 1879. Total amount due from administrator this date,	\$2,061 40	
Nov. 6, 1879. To interest on same, Nov. 6, 1879, to Nov. 6, 1880, at 6 per cent.,	<u>123 68</u>	30
Nov. 6, 1880. Total amount due from administrator this date,	\$2,185 08	
Nov. 6, 1880. To interest on same, Nov. 6, 1880, to Nov. 6, 1881, at 6 per cent.,	<u>131 10</u>	
Nov. 6, 1881. Total amount due from administrator this date,	\$2,316 18	

	Nov. 6, 1881. To interest on same, Nov. 6, 1881, to Nov. 6, 1882, at 6 per cent.,	\$138 97
	Nov. 6, 1882. Total amount due from administrator this date,	\$2,455 15
	Nov. 6, 1882. To interest on same, Nov. 6, 1882, to Nov. 6, 1883, at 6 per cent.,	147 30
10	Nov. 6, 1883. Total amount due from administrator this date,	\$2,602 45
	Nov. 6, 1883. To interest on same, Nov. 6, 1883, to Nov. 6, 1884, at 6 per cent.,	156 14
	Nov. 6, 1884. Total amount due from administrator this date,	\$2,758 59
20	Nov. 6, 1884, to April 1, 1885, at 6 per cent.,	66 19
	April 1, 1885. To total amount due from administrator this date,	\$2,824 78

JOHN A. BLAIR,
Master.

Dated April 1, 1885.

Exceptions to Master's Report.

30

[Filed April 22, 1885.]

Exceptions taken by the defendant, Henry Traphagen, in this cause to the report made therein on the first day of April, eighteen hundred and eighty-five, by John A. Blair, Esquire, one of the special masters of this court,

to whom this cause stands referred by the decretal order made in the said cause, bearing date the fifteenth day of October, eighteen hundred and eighty-four, touching the matters therein referred to him.

First Exception. For that the said special master has, by his said report, refused to allow this exceptant the sum of ninety-one dollars and twenty-five cents, which this exceptant paid to Sarah E. Rogers, the mother of the complainant, Charles E. Rogers, for the necessary board of the said Charles E. Rogers, who was then an¹⁰ infant, from December seventh, A. D. 1870, to May sixth, A. D., 1872, being seventy-three weeks at one dollar and twenty-five cents per week.

Second Exception. For that the said special master has, by his said report, refused to allow to this exceptant the sum of eighty-three dollars and ninety-one cents, paid by this exceptant to Sarah E. Rogers, the mother of the said complainant, Charles E. Rogers, who was then an infant, living with his said mother, for the necessary clothing of the said Charles E. Rogers from the seventh day of²⁰ December, A. D. 1870, to May sixth, A. D. 1872.

Third Exception. For that the said special master has, by his said report, refused to allow to this exceptant the sum of forty-three dollars and fifty cents, for nine and two-thirds months' rent of premises occupied by the said Charles E. Rogers as a dwelling, and paid by this exceptant at his request, it being for the occupation of said premises from January first, A. D. 1876, to October nineteenth, A. D. 1876.

Fourth Exception. For that the said master has, by his³⁰ said report, refused to allow this exceptant the sum of two hundred and ninety-four dollars and three cents, advanced and paid by this exceptant at the request of the said Charles E. Rogers, for his support and maintenance from the twenty-ninth day of April, A. D. 1881, to the first day of July, A. D. 1884.

Fifth Exception. For that the said master has, by his said report, calculated and allowed interest to the said Charles E. Rogers, with yearly rests, adding the interest to the principal every year and calculating interest on⁴⁰

such increased amount, and thus compounding the interest yearly, there being no discretion in the order of reference requiring this to be done.

Sixth Exception. For that the said master has, by his said report, charged this exceptant with interest on all moneys in his hands, and has not allowed this exceptant any interest on the sums paid by this exceptant for the use and benefit of the said Charles E. Rogers.

Seventh Exception. For that the said master has, by his
10 said report, refused to allow this exceptant the sum of ninety-one dollars and twenty-five cents, which this exceptant paid to Sarah E. Rogers, the mother of the complainant, Emma A. Martin, for the necessary board of the said Emma A. Martin, who was then an infant, living with her said mother, from the seventh day of December, A. D. 1870, to the sixth day of May, A. D. 1872, being seventy-three weeks, at \$1.75 per week.

Eighth Exception. For that the said special master has, by his said report, refused to allow this exceptant the
20 sum of eighty-three dollars and ninety-one cents, paid by this exceptant to Sarah E. Rogers, the mother of the said Emma A. Martin, who was an infant, living with her said mother, for the necessary clothing of the said Emma A. Rogers, from the seventh day of December, A. D. 1870, to the sixth day of May, A. D. 1872.

Ninth Exception. For that the said special master has, by his said report, refused to allow to this exceptant the sum of forty-three dollars and fifty cents, for nine and two-thirds months' rent of premises occupied by the said
30 complainant, Emma A. Martin as a dwelling, and paid by this exceptant, at her request; it being for the occupancy of said premises from January first, A. D. 1876, to October ninth, A. D. 1876.

Tenth Exception. For that the said master has, by his said report, refused to allow to this exceptant the sum of three hundred and twenty-four dollars, for three years' rent of premises at 185 Pavonia avenue, in Jersey City, occupied by the said complainant, Emma A. Martin, as her dwelling, from March first, A. D. 1879, to March

first, A. D. 1882, at the rent of nine dollars per month, which rent was paid by this exceptant at her request.

Eleventh Exception. For that the said special master has, by his said report, refused to allow to this exceptant the sum of two hundred and eighty dollars for rent of the same premises, at No. 185 Pavonia avenue, in Jersey City, occupied by the said complainant as a dwelling, from March first, A. D. 1882, to July first, A. D. 1884, two years and two months, at the rate of ten dollars per month, which rent was paid by this exceptant at her re-10
quest.

Twelfth Exception. For that the said master has, by his said report, refused to allow to this exceptant the sum of sixteen dollars and fifty cents, advanced and paid by this exceptant, at the request of the said complainant, Emma A. Martin, for groceries furnished to her by H. W. Harms, for her support and maintenance at different times.

Thirteenth Exception. For that the said master has, by his said report, calculated and allowed interest to the said Emma A. Martin upon the yearly balances due her, 20
with yearly rests, adding the interest to the principal every year, and calculating interest on such increased amount and thus compounding the interest yearly, while there is no direction in the order of reference requiring such rests to be made.

Fourteenth Exception. For that the said master has, by his said report, charged this exceptant with interest on all moneys of the said Emma A. Martin, in his hands, and has not allowed this exceptant any interest on the sums paid by this exceptant, for the use and benefit of 30
the said Emma A. Martin.

Fifteenth Exception. For that the said master has, by his said report, refused to allow to this exceptant any commissions on the amounts of money received and paid out by him for the said complainants since the filing of his said account in the Orphans Court of the county of Hudson.

In all which said matters and respects hereinabove particularly mentioned, this exceptant excepts to the said report, and humbly conceives that the said special 40

master has erred, and that the said report is wrong, unjust and inequitable; and therefore prays that the said report, so far as regards the several particulars above specified, may be disallowed, rejected and set aside, and a new report be ordered to be taken, or that the said report may be corrected in the said several particulars, and prays the judgment of this court

HENRY TRAPHAGEN,
Solicitor and of Counsel pro se.

10

Final Decree.

[Filed March 23, 1886.]

A decretal order having been entered in this cause, October 15th, 1884, by which it was, among other things, ordered that the defendant, Henry Traphagen, account to the complainants for the balance or sum of money remaining in his hands as administrator of Charles E. Rogers, deceased, and that it be referred to John A. Blair, Esq., special master, to take and state said account, and said special master having made his report on the mat-
20 ters and things so referred to him, which said report bears date April 1st, 1885, and was filed April 6th, 1885, from which said report it appears that there was due at the date thereof from the defendant to the complainant, Charles E. Rogers, the sum of two thousand two hundred and ten dollars and forty-four cents, and from the defendant to the complainant, Emma A. Martin, the sum of two thousand eight hundred and twenty-four dollars and seventy-eight cents; and the said defendant,
30 Henry Traphagen, having, on April 22d, 1885, filed certain exceptions to said master's report, and said exceptions having been brought on for hearing, and having been argued by counsel for the respective parties, and the court having duly considered the same—

It is, on this twentieth day of March, eighteen hundred and eighty-six, on motion of Parmley, Olendorf & Fisk, solicitors of the complainants, ordered, adjudged and decreed that the third, ninth, twelfth and fifteenth exceptions, so filed by the defendant as aforesaid, be disallowed; and it is further ordered that the first, second, fourth, seventh, eighth and eleventh exceptions, so filed by the defendant as aforesaid, be allowed; and that the tenth exception, so far as payments claimed to be made by the defendant thereunder, be allowed from October 5, 10 1881.

As to the fifth, sixth, thirteenth and fourteenth exceptions, covering charges for interest against the defendant, it is ordered that the system of calculation of interest adopted by the special master during the period of time that said special master made allowances for payments made by the defendant, be continued during the whole period covered by the allowances now made to the defendant under these exceptions, and that the balance be not compounded, but draw only simple interest. 20

And it appearing to the court that the report of said special master has been corrected and revised, in accordance with the aforesaid ruling and determination of the court upon said exceptions as aforesaid, whereby it appears that there was due to the complainant, Charles E. Rogers, from the defendant at the date of said master's report, April 1st, 1885, as appears by said corrected account hereto annexed and marked *Schedule A*, the sum of one thousand four hundred and sixty-one dollars and fifty-six cents; and that there was due to the complain-30 ant, Emma A. Martin, at said date, as appears by said corrected account hereto annexed, marked *Schedule B*, the sum of two thousand and forty-two dollars and forty cents.

It is therefore further ordered, adjudged and decreed, that said report of John A. Blair, Esq, special master, dated April 1st, 1885, as corrected and revised and annexed hereto, be and the same is, in all things, hereby ratified and confirmed; and that the defendant, Henry Traphagen, do pay to the complainant, Charles E. Ro-40

gers, the sum of one thousand four hundred and sixty-one dollars and fifty-six cents, the amount found due by the report of said special master, as corrected, restated and allowed, together with interest on said sum from April 1st, 1885, the date of said report; and that the defendant, Henry Traphagen, do pay to the complainant, Emma A. Martin, the sum of two thousand and forty-two dollars and forty cents, the amount found due by the report of said special master, as corrected, restated
 10 and allowed, together with interest on said sum from April 1st, 1885, the date of said report; and that the defendant, Henry Traphagen, pay to the complainants, or to their solicitors, their costs of this suit, to be taxed.

THEODORE RUNYON, C.

Respectfully advised.

J. D. BEDLE,
Advisory Master.

SCHEDULE A.

STATEMENT.

20 Henry Traphagen, administrator of the estate of Charles E. Rogers, deceased, in account with Charles E. Rogers, one of the children and an heir-at-law of Charles E. Rogers, deceased.

1872.

May 6. To amount of funds in hands of administrator, May 6, 1872, belonging to Charles E. Rogers, as heir (see administrator's final account),

\$2,132 50

30 May 6. By 73 weeks' board at \$1.25 per week, from Dec. 7, 1870, to May 6, 1872, paid to

Sarah E. Rogers, the mother of Charles,	\$91 25
May 6. By cash paid to S. E. Rogers, mother of Charles, for necessary clothing for said Charles, from Dec. 7, 1870, to May 6, 1872,	83 91
	<hr/>
	\$175 16
May 6. To balance,	1,957 34 10
	<hr/>
	\$2,132 50 \$2,132 50
	<hr/>
May 6. To amount in hands of administrator, due Charles E. Rogers this date, 1873.	\$1,957 34
April 11. By 49 weeks' board for Charles, paid to S. E. Rogers, from May 6, 1872, to April 12, 1873,	20 \$61 25
April 11. By cash paid S. E. Rogers, clothing for Charles furnished between May 6, 1872, and April 12, 1873,	55 86
May 12. By 5 weeks' board for Charles, to June 14, 1873,	12 50
May 12. By cash paid S. E. Rogers for hat, stockings, &c., for Charles,	2 25 30
May 12. By 4 weeks' board for Charles, to May 12, 1873,	10 00
May 12. By cash paid S. E. Rogers, boots for Charles,	2 50
July 15. By 4 weeks' board for Charles, to July 14,	10 00
July 15. By cash paid S. E. Rogers, shirts, suit, &c., for Charles,	12 50
Aug. 12. By 4 weeks' board for Charles, to Aug. 9,	10 00 40

	Aug. 12. By cash paid S. E. Rogers, shirts for Charles,	\$2 00
	Sept. 12. By 5 weeks' board for Charles, to Sept. 12,	12 50
	Sept. 12. By cash paid S. E. Rogers, hat, boots, suit, &c., for Charles,	9 85
	Oct. 13. By 4 weeks' board for Charles, to Oct. 10,	10 00
		<hr/>
		\$211 21
10	To balance (carried forward),	1,746 13
		<hr/>
		\$1,957 34 \$1,957 34
		<hr/>
	To balance (brought forward),	\$1,746 13
	To interest on balance, Nov. 6, 1872, to Nov. 6, 1873, 1 year, at 7 per cent.,	122 22
		<hr/>
20	Nov. 6. Total amount due from administrator at this date,	\$1,868 35
	Nov. 12. By 4 weeks' board for Charles, to Nov. 7,	\$10 00
	Nov. 12. By cash paid S. E. Rogers, coat for Charles,	10 00
	Dec. 17. By 4 weeks' board for Charles, to Dec. 5,	10 00
	Dec. 17. By cash paid S. E. Rogers, shirt for Charles,	2 00
30	1874.	
	Jan. 15. By 5 weeks' board for Charles, to Jan. 9,	12 50
	Jan. 15. By cash paid S. E. Rogers, boots for Charles,	2 00
	Feb. 16. By 5 weeks' board for Charles, to Feb. 13,	12 50
	March 18. By 5 weeks' board for Charles, to March 18,	12 50
	March 18. By cash paid S. E.	

Rogers, pants and hats for Charles,	\$3 25
April 20. By 5 weeks' board for Charles, to April 24,	12 50
May 21. By 5 weeks' board for Charles, to May 21,	12 50
May 21. By cash paid S. E. Rogers, vest, suit for Charles,	9 50
June 24. By 4 weeks' board for Charles, to June 18,	10 00 10
June 24. By cash paid S. E. Rogers, shoes, shirts for Charles,	4 00
July 21. By 5 weeks' board for Charles, to July 23,	12 50
July 21. By cash paid S. E. Rogers, hat and pants for Charles,	3 00
Aug. 26. By 5 weeks' board for Charles, to Aug. 27,	12 50
Aug. 26. By cash paid S. E. Rogers, shirts for Charles,	2 00 20
Oct. 1. By 5 weeks' board for Charles, to Oct. 1,	12 50
Oct. 1. By cash paid S. E. Rogers, suit and boots for Charles,	10 00
Nov. 5. By 5 weeks' board for Charles, to Nov. 5,	12 50
Nov. 5. By cash paid S. E. Rogers, shoes and drawers for Charles,	3 50

\$191 75 30

To balance,

1,676 60

\$1,868 35 \$1,868 35

To balance,

\$1,676 60

To interest on balance, Nov. 6, 1873, to Nov. 6, 1874, 1 year, at 7 per cent.,

117 36

Nov. 6. Total amount due from

40

	administrator at this date,	\$1,793 96
	Dec. 5. By 4 weeks' board for Charles, to Dec. 3,	\$10 00
	Dec. 5. By cash paid S. E. Rogers, coat and boots for Charles, 1875.	10 00
	Jan. 1. By 5 weeks' board for Charles, to Jan. 7,	12 50
10	Jan. 1. By cash paid S. E. Rogers, hat and pants for Charles,	4 00
	Feb. 12. By 5 weeks' board for Charles, to Feb. 11,	12 50
	Feb. 12. By cash paid S. E. Rogers, shirts and stockings for Charles,	3 00
	Mar. 20. By 5 weeks' board for Charles, to March 11,	12 50
	Mar. 20. By cash paid S. E. Rogers, suit and shoes for Charles,	12 00
20	May 8. By 5 weeks' board for Charles, to April 15,	12 50
	May 8. By cash paid S. E. Rogers, shirts for Charles,	1 00
	May 25. By 5 weeks' board for Charles, to May 20,	12 50
	May 25. By cash paid S. E. Rogers, hat and pants for Charles,	3 50
	June 30. By 5 weeks' board for Charles, to June 24,	12 50
30	June 30. By cash paid S. E. Rogers, jacket for Charles,	2 25
	July 28. By 4 weeks' board for Charles, to July 22,	10 00
	July 28. By cash paid Mrs. S. E. Rogers, shoes and shirts for Charles,	4 00
	Aug. 25. By 4 weeks' board for Charles, to Aug. 19,	10 00
40	Oct. 1. By 5 weeks' board for Charles, to Sept. 23,	12 50

Oct. 1. By cash paid S. E. Rogers, clothing and shoes for Charles,	\$8 25	
Nov. 1. By 5 weeks' board for Charles, to Oct. 28,	12 50	
Nov. 1. By cash paid S. E. Rogers, boots for Charles,	2 00	
	<hr/>	
	\$180 00	
To balance,	1,613 96	
	<hr/>	10
	\$1,793 96	\$1,793 96
	<hr/>	
To Balance,	\$1,613 96	
To interest on balance, Nov. 6, 1874, to Nov. 6, 1875, at 7 per cent., 1 year	112 97	
	<hr/>	
Nov. 6. Total amount due from administrator at this date,	\$1,726 93	
Dec. 2. By 5 weeks' board for Charles, to Dec. 2.	\$12 50	20
Dec. 2. By cash paid S. E. Rogers, suit for Charles, 1876.	12 00	
Jan. 1. By 5 weeks' board for Charles, to Jan. 6, 1876,	12 50	
Feb. 10. By 5 weeks' board for Charles, to Feb. 10,	12 50	
Feb. 10. By cash paid S. E. Rogers, shirts for Charles,	4 50 30	
Mar. 8. By cash paid S. E. Rogers, for her own use,	4 00	
Mar. 15. By 5 weeks' board for Charles, to March 16,	12 50	
Mar. 15. By cash paid S. E. Rogers, boots and jacket for Charles,	4 50	
Mar. 18. By cash paid S. E. Rogers, for her own use,	12 50	
April 12. By 4 weeks' board for Charles, to April 13,	10 00 40	

April 12	By cash paid to S. E. Rogers, for suit for Charles,	\$13 00
May 22.	By 4 weeks' board to May 11, for Charles,	10 00
June 23.	By 5 weeks' board to June 15, for Charles,	12 50
June 23.	By cash paid S. E. Rogers, shirts and hat for Charles,	3 50
July 26.	By 6 weeks' board for Charles, to July 27,	15 00
10	July 26. By cash paid S. E. Rogers, suit for Charles,	12 00
Oct. 10.	By 6 weeks' board for Charles, to Sept. 27,	15 00
Oct. 10.	By cash paid S. E. Rogers, boots for Charles,	2 00
Oct. 10.	By cash paid S. E. Rogers, for her own use,	10 00
Oct. 26.	By 6 weeks' board for Charles, to Oct. 19,	15 00
20	Oct. 26. By cash paid S. E. Rogers, shirts and hat for Charles,	3 00
Nov. 6.	By one-half amount of rent 185 Pavonia avenue, Oct. 19, to Nov. 6,	2 25

\$210 75

To balance,

1,516 18

30

\$1,726 93 \$1,726 93

To balance,

\$1,516 18

To interest on balance, Nov. 6, 1875, to Nov. 6, 1876, 1 year, at 7 per cent.,

106 13

Nov. 6. Total amount due from administrator to this date, 1877.

\$1,622 31

40 April 3. By one-half amount paid

H. Mahnken, for groceries furnished for use of Charles and sister,	\$16 67	
May 3. By one-half amount paid H. Mahnken, for groceries furnished Charles and sister,	33 65	
June 18. By one-half amount paid H. Mahnken, for groceries furnished Charles and sister,	27 97	
July 20. By one-half amount paid H. Mahnken, for groceries furnished Charles and sister,	26 58	10
Oct. 17. By one-half amount paid H. Mahnken, for groceries furnished Charles and sister,	73 17	
Nov. 6. By one-half rent of 185 Pavonia avenue, Nov. 6, 1876, to date,	54 00	
	<hr/>	
	\$232 04 20	
To balance,	1,390 27	
	<hr/>	
	\$1,622 31	\$1,622 31
	<hr/>	
To balance,	\$1,390 27	
To interest on balance, Nov. 6, 1876, to Nov. 6, 1877, 12 months, at 7 per cent.,	97 31	
	<hr/>	
Nov. 6. Total amount due from administrator this date,	\$1,487 58	30
Dec. 4. By one-half amount paid H. Mahnken, groceries for use of Charles and sister, 1878.	\$4 80	
March 16. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	17 96	
By one-half amount paid H. Mahn-		

	ken, groceries for use of Charles and sister,	\$26 12
	By one-half amount paid H. Harms, groceries for use of Charles and sister,	16 50
	By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	10 00
10	May 25. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	10 41
	May 28. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	10 94
	July 17. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	23 19
20	Sept. 28. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	10 38
	Sept. 29. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	11 00
	Oct. 18. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	10 58
	Nov. 2. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	10 14
30	Nov. 6. By one-half rent 185 Pavia avenue, Nov. 6, 1877, to date,	54 00
		<hr/>
		\$216 10
	To balance,	1,271 48
		<hr/>
		\$1,487 58 \$1,487 58
		<hr/>
	To balance,	\$1,271 48

To interest on balance, Nov. 6, 1877, to July 4, 1878, at 7 per cent.,	\$58 93	
To interest on balance, July 4, 1878, to Nov. 4, 1878, at 6 per cent.,	25 81	
	<u> </u>	\$84 74
Nov. 6. To balance due from administrator this date, 1879.	\$1,356 22	10
Jan. 4. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	\$10 08	
Feb. 8. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	10 36	
March 10. By one-half rent 185 Pavonia avenue, Nov. 6, 1878, to date,	22 00	20
May 29. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	8 00	
Aug. 29. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	14 52	
Oct. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	21 31	30
	<u> </u>	\$86 27
To balance,	1,569 95	
	<u> </u>	\$1,356 22
	<u> </u>	\$1,356 22
To balance,	\$1,269 95	
To interest on balance, Nov. 6,		

	1878, to Nov. 6, 1879, at 6 per cent.,	\$76 19	
	Nov. 6. Total amount due from administrator this date,	\$1,346 14	
	Nov. 22. By one-half amount paid H. Mahnken, groceries for use of Charles and sister,	\$21 31	
			\$21 31
10	To balance,		1,324 83
		\$1,346 14	\$1,346 14
	To balance,	\$1,324 83	
	To interest on balance, Nov. 6, 1879, to Nov. 6, 1880, at 6 per cent.,	79 48	
20	1880.		
	Nov. 6. To total amount due from administrator this date, 1881.	\$1,404 31	
	April 29. By one-half amount paid H. Mahnken, groceries for Charles and sister,		\$83 03
	June 10. By cash paid H. Steistein, groceries for Charles,		8 00
	July 8. By cash paid H. Steistein, groceries for Charles,		6 00
30	Aug. 1. By cash paid H. Steistein, groceries for Charles,		6 00
	Sept. 1. By cash paid H. Steistein, groceries for Charles,		6 00
	Oct. 1. By cash paid H. Steistein, groceries for Charles,		6 00
	Nov. 1. By cash paid H. Steistein, groceries for Charles,		6 00
			\$121 03
40			

To balance,	\$1,283 28	
	<u>\$1,404 31</u>	<u>\$1,404 31</u>
To balance,	\$1,283 28	
To interest on balance, Nov. 6, 1880, to Nov. 6, 1881,	76 99	
Nov. 6. Total amount due from administrator, this date,	\$1,360 27	10
Dec. 1. By cash paid H. Steistein, groceries for Charles, 1882.	\$6 00	
Jan. 1. By cash paid H. Steistein, groceries for Charles,	6 00	
Feb. 1. By cash paid H. Steistein, groceries for Charles,	6 00	
Mar. 1. By cash paid H. Steistein, groceries for Charles,	6 00	
May 15. By cash paid William Hernme, groceries for Charles,	6 00	20
June 21. By cash paid William Hernme, groceries for Charles,	6 00	
July 1. By cash paid William Hernme, groceries for Charles,	6 00	
Aug. 1. By cash paid William Hernme, groceries for Charles,	12 00	
Sept. 1. By cash paid William Hernme, groceries for Charles,	6 00	
Oct. 1. By cash paid William Hernme, groceries for Charles,	6 00	30
Nov. 1. By cash paid William Hernme, groceries for Charles,	6 00	
	<u>\$72 00</u>	
To balance,	1,288 27	
	<u>\$1,360 27</u>	<u>\$1,360 27</u>
To balance,	\$1,288 27	40
14		

To interest on balance, Nov. 6, 1881, to Nov. 6, 1882,	\$77 29	
<hr/>		
Nov. 6. Total amount due from administrator, this date,	\$1,365 56	
Dec. 1. By cash paid William Hernme, groceries for Charles, 1883.		\$6 00
Jan. 1. By cash paid William 10 Hernme, groceries for Charles,		6 00
Feb. 1. By cash paid William Hernme, groceries for Charles,		6 00
Mar. 1. By cash paid William Hernme, groceries for Charles,		6 00
April 1. By cash paid William Hernme, groceries for Charles,		6 00
May 1. By cash paid William Hernme, groceries for Charles,		6 00
June 1. By cash paid William 20 Hernme, groceries for Charles,		6 00
July 1. By cash paid William Hernme, groceries for Charles,		6 00
Aug. 1. By cash paid William Hernme, groceries for Charles,		6 00
Sept. 1. By cash paid William Hernme, groceries for Charles,		6 00
		<hr/>
		\$60 00
To balance,		1,305 56
30		<hr/>
	\$1,365 56	\$1,365 56
<hr/>		
To balance,	\$1,305 56	
To interest on balance, Nov. 6, 1882, to Nov. 6, 1883,	78 33	
<hr/>		
Nov. 6. Total amount due from administrator, this date,	\$1,383 89	

1884.

Jan. 1. By cash paid William Hernme, groceries for Charles,	\$6 00	
Feb. 1. By cash paid William Hernme, groceries for Charles,	6 00	
April 14. By cash paid William Hernme, groceries for Charles,	6 00	
May 15. By cash paid William Hernme, groceries for Charles,	6 00	
June 1. By cash paid William Hernme, groceries for Charles,	6 00	10
July 1. By cash paid William Hernme, groceries for Charles,	6 00	
	<hr/>	
	\$36 00	
To balance,	1,347 89	

\$1,383 89 \$1,383 89

To balance,	\$1,347 89	20
To interest on balance, Nov. 6, 1883, to April 1, 1885, at 6 per cent.,	113 67	

1885.

April 1. Total amount due from administrator this date,	\$1,461 56
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SCHEDULE B.

STATEMENT.

Henry Traphagen, administrator of the estate of Charles E. Rogers, deceased, in account with Emma A. Martin, 30 formerly Emma A. Rogers, one of the children and an heir-at-law of Charles E. Rogers, deceased.

1872.

May 6. To amount of funds in

	hands of administrator belong- ing to Emma A. Martin as heir, &c., &c.,	\$2,132 50	
	May 6. By 73 weeks' board, at \$1.25 per week, Dec. 7, 1870, to date,		\$91 25
	May 6. By cash paid for clothing for Emma (by S. E. Rogers), Dec. 7, 1870, to date,		83 91
10			<hr/>
			\$175 16
	To balance,		1,957 34
			<hr/>
		\$2,132 50	\$2,132 50
			<hr/>
	To balance,	\$1,957 34	
	1873.		
	April 11. By 49 weeks' board for Emma, paid S. E. Rogers, May 20 6, 1872, to April 12, 1873,		\$61 25
	April 11. By cash paid S. E. Rogers, clothing for Emma, May 6, 1872, to April 12, 1873,		55 86
	May 12. By cash paid S. E. Rogers, 4 weeks' board for Emma, to May 12,		10 00
	May 12. By cash paid S. E. Rogers, muslin, dresses, &c., for Emma,		9 15
30	June 13. By cash paid for S. E. Rogers, 5 weeks' board, to June 4, for Emma,		12 50
	June 13. By cash paid S. E. Rogers, hat, dresses, calico, &c., for Emma,		15 00
	June 15. By cash paid S. E. Rogers, 4 weeks' board, to July 12, for Emma,		10 00
	June 15. By cash paid S. E. Rogers, muslin for Emma,		2 00

Aug. 12. By cash paid S. E. Rogers, 4 weeks' board, to Aug. 7, for Emma,	\$10 00	
Aug. 12. By cash paid S. E. Rogers, dress for Emma,	6 60	
Sept. 12. By cash paid S. E. Rogers, 5 weeks' board, to Sept. 12, for Emma,	12 50	
Sept. 12. By cash paid S. E. Rogers, dress for Emma,	2 00	10
Oct. 13. By cash paid S. E. Rogers, 4 weeks' board, to Oct. 10, for Emma,	10 00	
	<hr/>	
	\$216 86	
To balance,	1,740 48	
	<hr/>	
	\$1,957 34	\$1,957 34
	<hr/>	
To balance,	\$1,740 48	20
To interest on balance, Nov. 6, 1872, to Nov. 6, 1873, at 7 per cent.,	121 83	
	<hr/>	
Nov. 6. Total amount due this date from administrator,	\$1,862 31	
Nov. 12. By cash paid S. E. Rogers, 4 weeks' board, to Nov. 7, for Emma,	\$10 00	
Nov. 12. By cash paid S. E. Rogers, dress, jacket, &c., for Emma,	7 75	30
Dec. 17. By cash paid S. E. Rogers, 4 weeks' board, to Dec. 5, for Emma,	10 00	
Dec. 17. By cash paid S. E. Rogers, hat for Emma, 1874.	3 00	
Jan. 15. By cash paid S. E. Rogers, 5 weeks' board, to Jan. 9, for Emma,	12 50	40

Jan. 15. By cash paid S. E. Rogers, ribbons for Emma,	\$0 75
Feb. 16. By cash paid S. E. Rogers, 5 weeks' board, to Feb. 13, for Emma,	12 50
Feb. 16 By cash paid S. E. Rogers, stockings, dress, &c, for Emma,	5 00
March 18. By cash paid S. E. Rogers, 5 weeks' board, to March 10 18, for Emma,	12 50
April 20. By cash paid S. E. Rogers, 5 weeks' board, to April 24, for Emma,	12 50
April 20. By cash paid S. E. Rogers, shoes, muslin, &c., for Emma,	3 75
May 21. By cash paid S. E. Rogers, 5 weeks' board, to May 21, for Emma,	12 50
May 21. By cash paid S. E. Rogers, 20 hat and dress for Emma,	5 00
June 24. By cash paid S. E. Rogers, 4 weeks' board, to June 18, for Emma,	10 00
June 24. By cash paid S. E. Rogers, hat, dress and ribbons, &c., for Emma,	1 50
July 21. By cash paid S. E. Rogers, 5 weeks' board, to July 3, for Emma,	12 50
30 July 21. By cash paid S. E. Rogers, stockings, &c., for Emma,	3 00
Aug. 26. By cash paid S. E. Rogers, 5 weeks' board, to Aug. 27, for Emma,	12 50
Aug. 26. By cash paid S. E. Rogers, dresses, &c., for Emma,	5 50
Oct. 1. By cash paid S. E. Rogers, 5 weeks' board, to Oct 1, for Emma,	12 50

Oct. 1. By cash paid S. E. Rogers, flannels, &c., for Emma,	\$2 50	
Nov. 5. By cash paid S. E. Rogers, 5 weeks' board, to Nov. 5, for Emma,	12 50	
Nov. 5. By cash paid S. E. Rogers, muslin, &c., for Emma,	3 00	
	<hr/>	
	\$183 25	
To balance,	1,679 06	10
	<hr/>	
	\$1,862 31	\$1,862 31
	<hr/>	
To balance,	\$1,679 06	
Nov. 6. To interest on balance, Nov. 6, 1873, to Nov. 6, 1874, at 7 per cent.,	117 53	
	<hr/>	
Nov. 6. To total amount due from administrator this date,	\$1,796 59	20
Dec. 5. By cash paid S. E. Rogers, 4 weeks' board, to Dec. 3,	\$10 00	
Dec. 5. By cash paid S. E. Rogers, dress, aprons, &c., for Emma, 1875.	3 00	
Jan. 11. By cash paid S. E. Rogers, 5 weeks' board, to Jan. 7,	12 50	
Jan. 11. By cash paid S. E. Rogers, shoes and dress for Emma,	4 00	
Feb. 11. By cash paid S. E. Rogers, 5 weeks' board, to Feb. 11,	12 50	30
Feb. 12. By cash paid S. E. Rogers, muslin, sacque, &c., for Emma,	4 50	
Mar. 20. By cash paid S. E. Rogers, 5 weeks' board, to March 11,	12 50	
May 8. By cash paid S. E. Rogers, 4 weeks' board, to April 15, for Emma,	12 50	
May 8. By cash paid S. E. Rogers, shoes, dress, &c., for Emma,	6 75	40

May 25. By cash paid S. E. Rogers, 5 weeks' board, to May 20, for Emma,	\$12 50	
May 25. By cash paid S. E. Rogers, hat, aprons, &c., for Emma,	5 00	
June 30. By cash paid S. E. Rogers, 5 weeks' board, to June 24, for Emma,	12 50	
June 30. By cash paid S. E. Rogers, 10 dress, shoes, &c., for Emma,	5 75	
July 28. By cash paid S. E. Rogers, 4 weeks' board, to July 22, for Emma,	10 00	
July 28. By cash paid S. E. Ro- gers, aprons, &c., for Emma,	2 00	
Aug. 25. By cash paid S. E. Rogers, 4 weeks' board, to Aug. 19, for Emma,	10 00	
Aug. 25. By cash paid S. E. Ro- 20 gers, dress, &c., for Emma,	7 50	
Oct. 1. By cash paid S. E. Rogers, 5 weeks' board, to Sept. 23, for Emma,	12 50	
Nov. 1. By cash paid S. E. Rogers, 5 weeks' board, to Oct. 28, for Emma,	12 50	
Nov. 1. By cash paid S. E. Rogers, dress, hat, &c., for Emma,	6 50	
		<hr/>
30	\$175 00	
To balance,	1,621 59	
		<hr/>
	\$1,796 59	\$1,796 59
		<hr/>
To balance,	\$1,621 59	
To interest on balance, Nov. 6, 1874, to Nov. 6, 1875, at 7 per cent.,	113 51	
		<hr/>
40 Nov. 6. To balance due from		

administrator, this date,	\$1,735 10
Dec. 2. By cash paid S. E. Rogers, 5 weeks' board, to Dec. 2, for Emma,	\$12 50
1876.	
Jan. 11. By cash paid S. E. Rogers, 5 weeks' board to Jan. 6, for Emma,	12 50
Jan. 11. By cash paid S. E. Rogers, shoes and dress, for Emma,	10 00 10
Feb. 10. By cash paid S. E. Rogers, 5 weeks' board, to Feb. 10, for Emma,	12 50
Feb. 10. By cash paid S. E. Rogers, hat, aprons, &c., for Emma,	3 50
March 15. By cash paid S. E. Rogers, 5 weeks' board, to March 16, for Emma,	12 50
Mar. 15. By cash paid S. E. Rogers, dress, &c., for Emma,	5 00 20
Mar. 18. By cash paid S. E. Rogers, for use of self,	12 50
April 12. By cash paid S. E. Rogers, 4 weeks' board, to April 13, for Emma,	10 00
April 22. By cash paid S. E. Rogers, 4 weeks' board, to May 11, for Emma,	10 00
April 22. By cash paid S. E. Rogers, dress and shoes for Emma,	30 10 00
June 23. By cash paid S. E. Rogers, 5 weeks' board, to June 15, for Emma,	12 50
June 23. By cash paid S. E. Rogers, for hat, shoes, &c., for Emma,	6 50
July 27. By cash paid S. E. Rogers, 6 weeks' board, to July 27, for Emma,	15 00 40

July 27. By cash paid S. E. Rogers, shoes for Emma,		\$1 50
Oct. 10. By cash paid S. E. Rogers, 6 weeks' board, to September 7, for Emma,		15 00
Oct. 10. By cash paid S. E. Rogers, dress, &c., for Emma,		10 00
Oct. 10. By cash paid S. E. Rogers, for use of self,		10 00
10 Oct. 10. By cash paid S. E. Rogers, 6 weeks' board, to Oct. 19, for Emma,		15 00
Oct. 10. By cash for one-half rent 185 Pavonia avenue, Oct 19, to date,		2 25
		\$198 75
To balance,		1,536 35
		\$1,735 10
20		\$1,735 10
		\$1,536 35
To interest on balance, Nov. 6, 1875, to Nov, 6, 1876, at 7 per cent.,		107 54
		\$1,643 89
Nov. 6. To amount due from administrator, this date, 1877.		
30 Mar. 8. By cash paid S. E. Rogers, for use of self,		\$4 00
April 3. By one-half amount paid H. Mahnken, groceries for use of Emma and Charles,		16 66
May. By one-half amount paid H. Mahnken, groceries for use of Emma and Charles,		33 65
June 18. By one-half amount paid H. Mahnken, groceries for use		
40 of Emma and Charles,		27 96

July 20. By one-half amount paid H. Mahnken, groceries for use of Emma and Charles,	\$26 58	
Sept. 6. By one-half amount rent 185 Pavonia avenue, Nov. 6, 1876, to date,	45 00	
	<u>\$153 85</u>	
To balance,	1,490 04	
	<u>1,643 89</u>	10
	\$1,643 89	
	<u>\$1,490 04</u>	
To balance,	\$1,490 04	
To interest on balance, Nov. 6, 1876, to July 4, 1878, at 7 per cent., 1880.	\$176 83	
To interest on balance, July 4, 1878, to Nov. 6, 1880, at 6 per cent.,	209 05	20
	<u>385 88</u>	
Nov. 6. Total amount due from administrator this date, 1881.	\$1,875 92	
Oct. 1. By cash paid rent 185 Pa- vononia avenue, for Emma,	\$9 00	
Nov. 1. By cash paid rent 185 Pa- vononia avenue, for Emma,	9 09	
	<u>18 00</u>	30
To balance,	1,857 92	
	<u>\$1,875 92</u>	
	\$1,875 92	
To balance,	\$1,875 92	
To interest on balance, Nov. 6,		

	1880, to Nov. 6, 1881, at 6 per cent.,	\$111 47
		<hr/>
	Nov. 6. Total amount due from administrator this date,	\$1,969 39
	Dec. 1. By cash paid as rent for 185 Pavonia avenue, for Emma, 1882.	\$9 00
10	Jan. 1. By cash paid as rent for 185 Pavonia avenue, for Emma,	9 00
	Feb. 1. By cash paid as rent for 185 Pavonia avenue, for Emma,	9 00
	March 1. By cash paid as rent for 185 Pavonia avenue, for Emma,	10 00
	April 1. By cash paid as rent for 185 Pavonia avenue, for Emma,	10 00
	May 1. By cash paid as rent for 185 Pavonia avenue, for Emma,	10 00
20	June 1. By cash paid as rent for 185 Pavonia avenue, for Emma,	10 00
	July 1. By cash paid as rent for 185 Pavonia avenue, for Emma,	10 00
	Aug. 1. By cash paid as rent for 185 Pavonia avenue, for Emma,	10 00
	Sept. 1. By cash paid as rent for 185 Pavonia avenue, for Emma,	10 00
	Oct. 1. By cash paid as rent for 185 Pavonia avenue, for Emma,	10 00
30	Nov. 1. By cash paid as rent for 185 Pavonia avenue, for Emma,	10 00
		<hr/>
	To balance,	\$117 00 1,852 39
		<hr/>
		\$1,969 39 \$1,969 39
		<hr/>
	To balance,	\$1,852 39
	To interest on balance, Nov. 6,	

1881, to Nov. 6, 1882,	\$111 14	
<hr/>		
Nov. 6. Total amount due from administrator this date,	\$1,963 53	
Dec. 1. By cash paid rent 185 Pavonia avenue, for Emma, 1883.	\$10 00	
Jan. 1. By cash paid rent 185 Pavonia avenue, for Emma,	10 00	
Feb. 1. By cash paid rent 185 Pavonia avenue, for Emma,	10 00	10
March 1. By cash paid rent 185 Pavonia avenue, for Emma,	10 00	
April 1. By cash paid rent 185 Pavonia avenue, for Emma,	10 00	
May 1. By cash paid rent 185 Pavonia avenue, for Emma,	10 00	
June 1. By cash paid rent 185 Pavonia avenue, for Emma,	10 00	
July 1. By cash paid rent 185 Pavonia avenue, for Emma,	10 00	20
Aug. 1. By cash paid rent 185 Pavonia avenue, for Emma,	10 00	
Sept. 1. By cash paid rent 185 Pavonia avenue, for Emma,	10 00	
Oct. 1. By cash paid rent 185 Pavonia avenue, for Emma,	10 00	
Nov. 1. By cash paid rent 185 Pavonia avenue, for Emma,	10 00	
	<hr/>	30
	\$120 00	
To balance,	1,843 53	
	<hr/>	
	\$1,963 53	\$1,963 53
	<hr/>	
To balance,	\$1,843 53	
To interest on balance, Nov. 6, 1882, to Nov. 6, 1883,	110 61	
	<hr/>	
Nov. 6. Total amount due from		40

	administrator this date,	\$1,954 14	
	Dec. 1. By cash paid for rent of 185 Pavonia avenue, for Emma, 1884.		\$10 00
	Jan. 1. By cash paid for rent of 185 Pavonia avenue, for Emma,		10 00
	Feb. 1. By cash paid for rent of 185 Pavonia avenue, for Emma,		10 00
10	March 1. By cash paid for rent of 185 Pavonia avenue, for Emma,		10 00
	April 1. By cash paid for rent of 185 Pavonia avenue, for Emma,		10 00
	May 1. By cash paid for rent of 185 Pavonia avenue, for Emma,		10 00
	June 1. By cash paid for rent of 185 Pavonia avenue, for Emma,		10 00
			<hr/>
			\$70 00
	To balance,		1,884 14
20			<hr/>
		\$1,954 14	\$1,954 14
			<hr/>
	To balance,	\$1,884 14	
	To interest on balance, Nov. 6, 1883, to April 1, 1885, at 6 per cent.,		158 26
			<hr/>
		\$2,042 40	

Notice of Appeal by Henry Traphagen.

The defendant, Henry Traphagen, administrator of Charles E. Rogers, deceased, hereby appeals from so much of the final decree made in this court in the above stated cause as decrees "that the third, ninth, twelfth, and fifteenth exceptions to the report made in said cause by John A. Blair, esquire, special master, to whom it was referred, to take and state the accounts between the said complainants and the said defendant, filed by the said defendant, be disallowed." And, also, from so much of the said final decree as refuses to allow rent claimed by the said defendant in his tenth exception to the report of the said special master, from the first day of March, 1878, to the fifth day of October, 1881; and, also, from so much of the said decree as orders that the system of calculation of interest adopted by the special master during the period of time that said special master made allowances for payments made by the defendant be continued during the whole period covered by the allowance made by said decree to the defendant under said exception; and, also, from so much of the said final decree as orders, adjudges and decrees that the said report of John A. Blair, esquire, special master, dated April 1, 1885, as corrected and revised and annexed to said decree, be in all things ratified and confirmed; and, also, from so much of the said final decree as decrees that the said defendant, Henry Traphagen, do pay to the complainant, Charles E. Rogers, the sum of one thousand four hundred and sixty-one $\frac{56}{100}$ dollars, the amount found due by the report of the said special master, as corrected, restated and allowed, together with the interest on said sum from April 1, 1885, the date of said report; and, also, from so much of said final decree as decrees that the defendant, Henry Traphagen, do pay to the complainant, Emma A. Martin, the sum of two thousand and forty-two $\frac{40}{100}$ dollars, the amount found due by the report of the said special master, as corrected, restated and allowed, together with the interest on said sum from April 1, 1885, the date of said report; and,

also, from so much of said final decree as decrees that the defendant, Henry Traphagen, pay to the complainants, or to their solicitors, their costs of this suit to be taxed, to the Court of Errors and Appeals in the last resort in all causes.

Dated April 1, 1886.

HENRY TRAPHAGEN,
Solicitor pro se.

10 J. B. RANSOM,
Of Counsel with the Defendant.

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

J. B. RANSOM,
Of Counsel with the Defendant.

Petition of Appeal by Henry Traphagen.

To the Honorable Court of Errors and Appeals in the last resort in all causes:

The humble petition of Henry Traphagen, administrator of Charles E. Rogers, deceased, the appellant in
20 the above stated cause, respectfully shows that your petitioner finds himself aggrieved by a final decree made in the Court of Chancery by his honor Theodore Runyon, Chancellor of the State of New Jersey, bearing date the twentieth day of March, in the year of our Lord one thousand eight hundred and eighty-six, wherein the said Charles E. Rogers and Emma A. Martin were complainants, and the said Henry Traphagen, administrator of Charles E. Rogers, deceased, was defendant, in this respect, to wit, that the said decree
30 adjudges that the third, ninth, twelfth and fifteenth exceptions to the report made in said cause by John A. Blair, esquire, special master, to whom it was referred

to take and state the accounts between the said complainants and the said defendant as such administrator, filed in the said Court of Chancery by your petitioner, be disallowed.

And in this respect, to wit, that the said decree adjudges and refuses to allow to your petitioner rent claimed by him in his tenth exception to the report of the said John A. Blair, special master, from the first day of March, eighteen hundred and seventy-nine, to the fifth day of October, eighteen hundred and eighty-one,¹⁰ for the premises No. 185 Pavonia avenue, in Jersey City, occupied by the said complainant, Emma A. Martin.

And in this respect, to wit, that the said decree orders and adjudges that the system of calculations of interest adopted by the said special master, during the period of time that the said special master made allowances for payments made by your petitioner, be continued during the whole period covered by the allowances made by said decree to your petitioner, under said exceptions of your petitioner. 20

And also in this respect, to wit, that the said decree orders, adjudges and decrees, that the said report of John A. Blair, esquire, special master, dated April first, eighteen hundred and eighty-five, as corrected and revised and annexed to the said decree, be in all things ratified and confirmed.

And also in this respect, to wit, that the said decree decrees that your petitioner do pay to the said complainant, Charles E. Rogers, the sum of one thousand four hundred and sixty-one dollars and fifty cents, the³⁰ amount found due by the report of the said special master, as corrected, restated and allowed, together with the interest on said decree from April first, eighteen hundred and eighty-five, the date of said report.

And also in this respect, to wit, that the said decree decrees that your petitioner do pay to the complainant, Emma A. Martin, the sum of two thousand and forty-two dollars and forty cents, the amount found due by the report of the said special master, as corrected, restated and allowed, together with the interest on said sum from 40

April first, eighteen hundred and eighty-five, the date of said report.

And also in this respect, to wit, that the said decree decrees that your petitioner pay to the complainants or to their solicitors, their costs of this suit to be taxed. And your petitioner humbly appeals from all those parts of the said decree of the Chancellor which decrees as aforesaid upon the ground that the same are erroneous and contrary to law and equity.

- 10 Your petitioner therefore prays that the said 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.

HENRY TRAPHAGEN,
Solicitor and of Counsel pro se.

Dated April 28, 1886.

Answer to Petition of Appeal, by Charles E. Rogers
and Emma A. Martin.

- 20 The answer of the above-named respondents to the petition of appeal the above-named appellant.

These respondents, not acknowledging all or any of the matters which in the said petition of appeal are contained to be true, for answer thereto, nevertheless say and admit that a decree was, on the twentieth day of March last past, 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, these respondents pray to refer thereto

- 30 when the same shall be produced.

And these respondents are advised and believe that the said decree is agreeable to equity, except in the particulars wherein these respondents have appealed, and

these respondents pray that the same may be affirmed, except in the particulars aforesaid, with costs, to be adjudged to these respondents.

PARMLEY, OLENDORF & FISK,
Solicitors for Respondents.
 JOHN OLENDORF, JR.,
Of Counsel with Respondents.

Notice of Appeal by Charles E. Rogers and Emma A. Martin.

The complainants, Charles E. Rogers and Emma A. 10
 Martin, hereby appeal from so much of the final decree
 made in this court in the above-stated cause as decrees
 "that the first, second, fourth, seventh, eighth and
 eleventh exceptions so filed by the defendant as afore-
 said be allowed, and that the tenth exception, so far as
 payments claimed to be made by the defendant there-
 under, be allowed from October 5, 1881." And, also,
 from so much of the said decree as orders that the system
 of calculation of interest adopted by the special master
 during the period of time that the said special master 20
 made allowances for payments made by the defendant
 be continued during the whole period covered by the
 allowances made by said decree to the defendant under
 his exceptions, and that the balance be not compounded,
 but draw only simple interest; and, also, from so much
 of the said final decree as orders, adjudges and decrees
 that the said report of John A. Blair, esquire, special
 master, dated April 1, 1885, as corrected and revised and
 annexed to said decree be in all things ratified and con-30
 firmed; and, also, from so much of said final decree as
 decrees that the said defendant, Henry Traphagen, do
 pay to the complainant, Charles E. Rogers, the sum of
 one thousand, four hundred and sixty-one $\frac{56}{100}$ dollars,
 the amount found due by the report of said special

master, as corrected, restated and allowed, together with interest on said sum from April 1, 1885, the date of said report; and, also, from so much of said final decree as decrees that the defendant, Henry Traphagen, do pay to the complainant, Emma A. Martin, the sum of two thousand and forty-two $\frac{40}{100}$ dollars, the amount found due by the report of the special master as corrected, restated and allowed, together with interest on said sum from April 1, 1885, the date of said report, to the Court of Errors and Appeals in the last resort in all causes.

Dated April 29, 1886.

PARMLEY OLENDORF & FISK,
Solicitors for Complainants.
RANDOLPH PARMLY,
Of Counsel with Complainants.

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

RANDOLPH PARMLY,
Of Counsel with Complainants,

20 Petition of Appeal by Charles E. Rogers and Emma A. Martin.

To the honorable the Court of Errors and Appeals in the last resort in all causes.

The humble petition of Charles E. Rogers and Emma A. Martin, appellants in the above stated cause, respectfully shows that your petitioners find themselves aggrieved by a final decree made in the Court of Chancery by his honor Theodore Runyon, Chancellor of New Jersey, bearing date the twentieth day of March, in the year eighteen hundred and eighty-six, wherein your petition-
30 ers, the said Charles E. Rogers and Emma A. Martin, were complainants, and the said Henry Traphagen and

another were defendants, in this respect, to wit, that the said decree adjudges that the first, second, fourth, seventh, eighth and eleventh exceptions filed by the defendant, Henry Traphagen, to the original report made in said cause, by John A. Blair, Esq., special master, be allowed.

And also in this respect, to wit, that said decree adjudges that the tenth exception to said report, so far as payments claimed to be made by the defendant thereunder, be allowed from October 5th, 1881.

And also in this respect, to wit, that said decree ad-10
judges that as to the fifth, sixth, thirteenth and fourteenth exceptions to said report, covering charges for interest against said defendant, the system adopted by the special master during the period of time that such special master made allowances for payments made by defendant, should be continued during the whole period covered by the allowances made by said decree to the said defendant under his exceptions, and that the balance should not be compounded, but should draw only simple interest. 20

And also in this respect, to wit, that said decree adjudges that the report of said master, as corrected and revised in accordance with the exceptions allowed by said decree and annexed to said decree and dated April 1, 1885, should be in all things ratified and confirmed.

And also in this respect, to wit, that said decree adjudges that the amount due to your petitioner, Charles E. Rogers, from the defendant, Henry Traphagen, April 1, 1885, the date of said revised and corrected report, was only the sum of one thousand four hundred and 30
sixty-one dollars and fifty six cents, instead of the larger sum originally reported by said master.

And also in this respect, to wit, that said decree adjudges that the amount due to your petitioner, Emma A. Martin, from the defendant, Henry Traphagen, April 1, 1885, the date of said revised and corrected report, was only the sum of two thousand and forty-two dollars and forty cents, instead of the larger sum originally reported by said master.

And also in this respect, that said decree adjudges 40

that said defendant, Henry Traphagen, should pay to your petitioner, Charles E. Rogers, the said sum of one thousand four hundred and sixty-one dollars and fifty-six cents and interest, instead of the larger sum originally reported as aforesaid with interest.

And also in this respect, to wit, that said decree adjudges that said defendant, Henry Traphagen, should pay to your petitioner, Emma A. Martin, the said sum of two thousand and forty-two dollars and forty cents, 10 with interest, instead of the larger sum originally reported as aforesaid with interest.

And your petitioners humbly appeal, according to their respective rights and interest, from all those parts of the decree of the Chancellor which decree as aforesaid, upon the ground that said decree, in the particulars aforesaid, are erroneous and contrary to law, equity and good conscience.

Your petitioners therefore pray that the said decree of the Chancellor may be, in the particulars aforesaid, 20 reversed, set aside and for nothing holden, and that the said original report of said John A. Blair, special master, may be in all things ratified and confirmed, and said Henry Traphagen adjudged to owe to your petitioners the moneys reported to be due to your petitioners by said original report, and may be decreed to pay to your petitioners, respectively, the moneys so reported to be due as aforesaid, with interest thereon from April 1, 1885, the date of said original report and costs, and that the said Court of Chancery may be directed to rectify 30 its aforesaid decree accordingly, and that your petitioners may have such other relief in the premises as to this honorable court shall seem meet.

PARMLY, OLENDORF & FISK,

Solicitors of Appellants.

JOHN OLENDORF, JR.,

Of Counsel with Appellants.

Answer to Petition of Appeal by Henry Traphagen.

[Filed June 16, 1886.]

The answer of the above-named respondent to the petition of appeal of the above named appellants.

This respondent, not acknowledging all or any of the matters which in the said petition of appeal are contained to be true, for answer thereto, nevertheless say and admits that a decree was on the twentieth day of March last past, made and entered in the Court of Chancery in the cause for that purpose mentioned in the 10 said petition as is therein stated, but as to the substance and form thereof, this respondent prays to refer thereto when the same shall be produced.

And this respondent is advised and believes that the said decree is agreeable to equity, except in the particulars mentioned in an appeal filed by this respondent, in said cause, and this respondent prays that the said decree may be affirmed, except in the particulars wherein this respondent has appealed as aforesaid, with costs to be adjudged to this respondent. 20

HENRY TRAPHAGEN,
Solicitor and Counsel pro se.

