

## New Jersey Court of Errors & Appeals.

JEREMIAH BALDWIN, Complainant,

and

EDWARD CAMPFIELD, Defendant.

} *On appeal from the  
Chancellor's Decree.*

*To his Honor Oliver S. Halsted, Chancellor of the State of New Jersey.*

Humbly complaining, sheweth unto your honor your orator Jeremiah Baldwin, of the city of Newark, in the county of Essex, in this State, that on or about the twenty-ninth day of June, in the year of our Lord one thousand eight hundred and thirty eight, one Henry Speer recovered a judgment against your orator and one Joseph Slough, in the Circuit Court of the county of Essex, for the penal sum of one hundred and ninety-three dollars and thirty-seven cents mentioned in a certain bond or obligation given by said Joseph Slough and your orator to the said Henry Speer, together with the sum of twenty-nine dollars and forty-four cents of costs, 10 as by the record of said judgment remaining in the Clerk's Office of the said Circuit Court, or a certified copy thereof, reference being thereunto had, may more fully and at large appear.

And your orator further shews unto your honor that on or about the twenty-seventh day of June, in the year of our Lord one thousand eight hundred and thirty-nine, a writ of execution commonly called a writ of fieri facias de bonis et terris, was issued out of said court directed to the sheriff of the county of Essex, tested the fourth Tuesday of June, in the year of our Lord one thousand eight hundred and thirty nine, and returnable to the said court to 20 the term of October, in the year of our Lord one thousand eight hundred and thirty-nine, by which said writ the said sheriff was commanded that of the goods and chattels of the said Joseph Slough and of your orator, the defendants therein named, he should cause to be made the debt and costs aforesaid, and that in case sufficient goods and chattels of the said Joseph Slough and of your orator could not be found in his county, whereof the same could be made, that then and in that case he should cause the whole

or the residue of the said debt and costs, as the case might require to be made of the lands, tenements, hereditaments and real estate of the said Joseph Slough and your orator, whereof they were seized on the day of the recovery of the aforesaid judgment.

And your orator further shews, that by the indorsement made on the said execution the amount to be levied and made by virtue thereof, was one hundred and thirteen 26-100 dollars of debt, and the aforesaid sum of twenty-nine dollars and forty-four cents of costs, with interest thereon from the twenty-ninth day of June, in  
10 the year of our Lord one thousand eight hundred and thirty-nine,

And your orator further shews, that the said writ of execution being recorded, was delivered to the sheriff of said county of Essex, on or about the twenty-seventh day of June, in the year of our Lord one thousand eight hundred and thirty-nine, to be executed.

And your orator further shews unto your honor, that Jonathan Osborn, jr., then being sheriff of the county of Essex, by virtue of the said writ of execution, levied on a certain dwelling-house and lot of land and premises, then being owned by and in the possession of your orator, and in and upon which your orator and his family there resided, situated in the city of Newark, in the county of Essex aforesaid: Beginning on the south side of Canal street two hundred and twenty-five feet from the corner of Mulberry street, and thence running along Canal street south sixty-three degrees and forty-five minutes east thirty seven feet, thence running south twenty-six degrees and fifteen minutes west eighty-three feet and six inches, thence north sixty-one degrees and thirty-minutes west thirty-seven feet, thence running north twenty six degrees and fifteen minutes east eighty-two feet and three inches to the  
30 place of beginning; the said lot being the same as had been before that time conveyed to your orator by Charles Baldwin and his wife by deed of conveyance bearing date the thirty-first day of December, in the year of our Lord one thousand eight hundred and thirty, as in and by the record of the said judgment and the said execution and the return of said sheriff endorsed thereon, now remaining in the Clerk's Office of said court, and to which your orator, for greater certainty, begs leave to refer, may more fully and at large appear.

And your orator further shews unto your honor that the said  
40 sheriff proceeded to advertise the said house and lot of land and premises to be sold, for the purpose of raising the debt and costs and interest aforesaid at Stewart's Hotel, in the city of Newark aforesaid, on the thirteenth day of January, in the year of our Lord one thousand eight hundred and forty.

And your orator further shews unto your honor that your orator was then in bad health and reduced in his pecuniary circumstances and unable, without selling the said house and lot, to pay said judgment; that the said house had been long occupied by him and his family, and your orator and his family and their friends were anxious that an arrangement should be made by which the said prop-  
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erty might be purchased in, so that the same would continue to be a home for himself, his wife and children.

And your orator further shews unto your honor that an arrangement was made, whereby one Jacob Alyea and one Charles Taylor, who were friends of your orator and of his family, agreed to advance fifty dollars each towards the purchase of said property at said sheriff's sale; that one Benjamin Beaston, who was also a friend to your orator and his family, agreed to lend to your orator the residue of the money necessary to make the said purchase, (it being supposed the same would be sold for about the amount of said judgment and expenses,) upon your orator's note, with Edward Campfield, your orator's son-in-law, as security; and it was thereupon further arranged and agreed between your orator and said Edward Campfield, that the said Edward Campfield should become the purchaser at said sale of said property, and receive a conveyance of the same to hold in trust for your orator until said moneys should be repaid, and that your orator and his family should occupy and enjoy said property, and upon the repayment of said moneys the said property should belong to your orator, and be conveyed to him by the said Edward Campfield. 10

And your orator further shews, that the sale of said property was adjourned by said sheriff from time to time until the eleventh day of April, in the year of our Lord one thousand eight hundred and forty, when a sale thereof was made by the said Sheriff at public vendue, and that the said Edward Campfield, in pursuance of the agreement and arrangement before mentioned, became the purchaser thereof for the sum of one hundred and fifty-five dollars, being the sum or thereabouts then due on the aforesaid judgment and execution for principal, interest and costs, and the fees of the sheriff upon said execution, and the said sheriff conveyed the said property to said Edward Campfield by deed bearing date the eleventh day of the said month of April aforesaid. 20

And your orator further shews, that the consideration money for the said purchase and conveyance was paid by the moneys agreed to be advanced and actually advanced by said Jacob Alyea and Charles Taylor, and loaned from said Benjamin Beaston, as aforesaid; that the said Edward Campfield paid no part thereof of his own money.

And your orator further shews unto your honor, that at the time of said sale and conveyance, Robert C. Baldwin, a son of your orator, and who was under the age of twenty one years, was in the service and employment of said Charles Taylor, and the said money advanced by said Charles Taylor was afterward refunded to him by deducting the same from the wages of your orator's said son. And your orator being then in the employment of said Jacob Alyea, refunded to him the amount so advanced by him by the work and labor of your orator. 40

And your orator further shews, that for the purpose of paying and discharging the residue of the amount paid, as the consideration of said conveyance to said sheriff, your orator's wife negotia- 50



And your orator further shews that applications have been made to said Edward Campfield from time to time to account for and pay over to your orator the residue of said rents remaining after payment of the interest on said mortgage, the taxes and the amount expended by him for repairs, but the said Edward Campfield on one pretext and another has declined and avoided rendering any such account, or making any payment on account of the said rents, and your orator and his family since the said first day of April, in the year of our Lord 1844, have been deprived of any benefit or advantage from said Canal street property, and the said Edward Campfield has appropriated to his own use the proceeds thereof after making the payments aforesaid, whereby your orator and his family have been much disappointed and straitened in the means for the payment of the rent of the premises occupied by them.

And your orator further shews that the said Edward Campfield has lately on several occasions threatened to sell and convey the said house and lot of land, and as your orator is informed and believes he has made some efforts to find a purchaser for the same, and your orator is apprehensive he will make such sale and conveyance, unless restrained from so doing, by the decree and injunction of this court.

And your orator further shews, that upon application being lately made to the said Edward Campfield for an account of said rents and payment of the amount remaining in his hands, he has denied the right of your orator to demand any such account or payment, and has declared that he will make no payment or account thereof; and insists that he not only has the legal title of said premises, but that he holds the same for his own benefit, and clear of any trust whatever, and that your orator has no interest whatever in the same.

And your orator further shews, that he has applied to the said Edward Campfield himself, and caused applications on his behalf, to be made to him by other persons, requesting him to convey the said premises to your orator, in pursuance, and according to, the aforesaid agreement and trust upon which he purchased the same, and received the aforesaid deed and conveyance; that the said Edward Campfield declines and refuses to make any such conveyance, unless your orator and his wife will execute and deliver to him a mortgage on the same, to secure the payment of three hundred dollars with interest; that he refuses to assign any reason why such mortgage should be given, any further than that the deed given to him by said sheriff, is an absolute deed, and that by virtue thereof claims that he can lawfully hold said property, clear of any claim of your orator, at the same time insinuating that if the said mortgage is given, he may not demand payment of the interest on the same, and that for some reason he desires to hold in his own hands some control over said property, without explaining why he wished to retain such control, whereas your orator expressly charges and insists, that the whole amount of the purchase money paid 50

to said sheriff, has been refunded to the persons who advanced the same; that the said Edward Campfield has been fully indemnified for any payments ever made by him, in relation to said property, and for any services he has rendered in relation to the same; and that a considerable sum of money now remains in his hands, received for the rents of the same, which he ought in justice and equity to account for, and pay over to your orator.

But now so it is, may it please your honor, that the said Edward Campfield combining and confederating to and with divers other  
 10 persons, to your orator at present unknown, but whose names when discovered your orator prays may be inserted herein, and that they may be made parties hereto, with proper and apt means to charge them how to injure and aggrieve your orator in the premises, and to defraud him of the said house and lot of land, and of the rents and profits thereof, remaining in his hands as aforesaid, refuses to convey the said house and lot to your orator, and to account for and pay to him the said rents and profits or any part thereof, and to excuse or justify himself in such unjust and inequitable refusal he  
 20 some times gives out and pretends that although it may be true that he purchased said premises in the manner and upon the trust hereinbefore mentioned, yet that the agreement and arrangement aforesaid, upon which he became the purchaser of said premises, not being in writing, that your orator can have no remedy against him in the premises; and at other times the said Edward Campfield unjustly denies that he purchased the said property under the arrangement and upon the trust before mentioned, or that the purchase money was paid for and by your orator, as herein alleged; and at other times he admits the same, and tenders himself ready to convey said premises to your orator, provided your orator and  
 30 his wife will execute a mortgage upon the same, to secure the payment of three hundred dollars with interest, without even pretending that such sum of money, or any sum of money is due to him, for which he is lawfully or equitably entitled to receive such mortgage.

And at other times the said Edward Campfield pretends that he holds the title to said premises by virtue, or in pursuance of some other deed or conveyance thereof from your orator or some other person. Whereas your orator denies that any such other deed or conveyance thereof, if any such deed or conveyance he has, was ever  
 40 lawfully delivered to him, or that he ever paid any consideration for the same, and he declares and insists that the truth is that the said Edward has frequently declared that he never received any such other deed or conveyance, and that he had no title for said premises other than such as he derived from the said purchase at sheriff's sale and the conveyance thereupon made to him by the said sheriff.

And the said Edward Campfield makes many other untrue, unjust and inequitable pretences, to avoid the conveyance of said property to your orator, and the payment of the rents thereof to him in pursuance of the agreement, arrangement and trust aforesaid.  
 50 said.

All which actings and doings are contrary to equity and good conscience, and tend to the manifest wrong, injury and oppression of your orator.

In tender consideration whereof and forasmuch as your orator is remediless in the premises at and by the strict rule of the common law, and can obtain relief only in this honorable court, where matters of this sort are properly cognizable; to the end therefore that the said Edward Campfield and his confederates when discovered, may upon their several and respective corporal oaths true, full and perfect answers make to all and singular, the premises, and that as fully 10 and particularly as if the same were herein again repeated, and they thereto particularly interrogated, according to the best of their respective knowledge, information, remembrance and belief, and more especially that the said Edward Campfield may answer and set forth whether he became the purchaser of the said house and lot of land herein before mentioned, and received a conveyance thereof, under the agreement, arrangement and upon the trust herein before set forth, and if not, upon what arrangement or agreement, and with what intent, and for what purpose he became the purchaser thereof, and received said conveyance, whether the 20 purchase money was furnished and paid as herein before stated, and if not, who furnished and paid the said purchase money, whether he paid of his own money, any part of the same, and if so, how much and in what way, and whether he has not been refunded by your orator or by some other person for him and in his behalf; whether the said Edward Campfield ever paid any sum or sums of money whatever, directly or indirectly, for the purchase of said house and lot to said sheriff or to any person or persons, and if so, what sum or sums of money, at what time or times, and to whom, and whether he has not been reimbursed for any sum or sums so 30 by him paid by your orator or some person in his behalf, or by some other person or persons and by whom; whether he is now in advance or is out of pocket any sum of money whatever, on account of, or in relation to said property, and if so, how much and in what way and for what purpose the same was advanced or paid; whether a part of said land was not conveyed to one William Hall, for the express purpose of refunding to him the said Edward Campfield the money he had paid on account of said purchase, and whether the proceeds of such sale were not received by him, and whether such sale was not suggested by your orator or his wife or some 40 other person acting for him and in his behalf, or by whose suggestion the said sale was made; whether after the purchase by the said Edward Campfield at sheriff's sale as aforesaid, and up to the first day of April, 1844, your orator and his family did not use, occupy and enjoy the said house and lot as their own, and whether the taxes and insurance of the same, and the interest on said mortgage during that time were not paid, and if any part thereof was paid by said Edward Campfield; whether the money to pay the same, was not furnished to him by your orator or his wife or by some other person for your orator, by your orator or some other 50

person in his behalf or by whom the same were paid, whether on or about the said first of April, 1844, when your orator and his family determined to leave said house and reside in another house in a different part of the city, it was not agreed by the said Edward Campfield that the rent of said house and lot after payment of taxes and the interest on said mortgage, should be appropriated towards the payment of the rent of the premises they might lease and occupy; whether the said Edward Campfield has leased said house and lot since the said first day of April, 1844, and for what rent annually or otherwise; whether the said Edward Campfield has offered to convey said house and lot to your orator, provided he and his wife would execute and deliver to the said Edward Campfield a mortgage thereon to secure the payment of three hundred dollars with interest, and for what reason and with what intent he demanded that the said mortgage should be executed and delivered to him; whether said sum of money was due to him, and if so, for what and when such indebtedness arose; whether he has caused a deed of conveyance to your orator of said house and lot to be prepared, and also the mortgage which he required to be executed to him, and if so, that he be required to produce the same as this court may direct.

And that the said Edward may answer and set forth the amount of rents received by him for said house and lot, and the payments made by him for taxes, insurance and repairs of the same and for interest on the said mortgage, and that he may state an account of the same before one of the masters of this court, and that the said Edward Campfield may be decreed to pay to your orator such sum of money as upon such account may remain after deducting the payments made by him for taxes, insurance and repairs and interest on said mortgage, and that the said Edward Campfield may also be decreed to convey to your orator, his heirs and assigns, the said house and lot clear of any incumbrance or lien thereon by him made or suffered on the same, since he became the purchaser thereof as aforesaid, in pursuance and according to the agreement, arrangement and trust upon which he became the purchaser thereof, and that the said Edward Campfield may be enjoined and restrained by the order and writ of injunction of this honorable court from making any sale or conveyance of the said house and lot of land or of any part thereof, and from mortgaging or otherwise encumbering the same, and that your orator may have such other or such further relief as to your honor shall seem meet and shall be agreeable to equity and good conscience.

May it please your honor, the premises considered, to grant unto your orator not only a writ of injunction issuing out of and under the seal of this court, enjoining and restraining the said Edward Campfield as aforesaid, but also a writ of subpoena, also issuing out of and under the seal of this court, to be directed to the said Edward Campfield, therein and thereby commanding him, on a certain day and under a certain penalty therein to be expressed, personally to be and appear before your honor, in this honorable court,

then and there to answer the premises, and to stand to and abide such order and decree therein as to your honor shall seem meet and shall be agreeable to equity and good conscience.

And your orator will ever pray, &c.

ASA WHITEHEAD,

*Solicitor and of counsel with the complainant.*

Injunction granted March 16, 1847.

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*The answer of Edward Campfield, the defendant, to the bill of complaint of Jeremiah Baldwin, complainant :*

This defendant now, and at all times hereafter, saving and reserving to himself all manner of benefit and advantage of exception to the many errors, and insufficiencies in the complainant's said bill of complaint contained, for answer thereto, or unto so much and such parts thereof, as this defendant is advised is material for him to make answer unto, he answers and says ; he believes it to be true, and therefore admits that one Henry Speer obtained a judgment against the said complainant, and one Joseph Slough, in the circuit court of the county of Essex, for the amount and at the time in the said bill in that behalf alleged. And that an execution was issued thereon, to the sheriff of the said county of Essex, of the nature set forth in the said bill : but what was the real sum due on said judgment at the time of the issuing of the said execution, or when the said execution was actually issued, this defendant is not informed, and cannot correctly say, but leaves the complainant to make such proof in relation thereto, as he is advised is necessary, and as he may be able to make.

And this defendant in further answering says : that he believes it to be true and admits, that Jonathan Osborn, then being sheriff of the said county of Essex, acting, or pretending to act by virtue of said writ of execution, did levy on and advertise the dwelling house and lot, in the said bill in that behalf described ; but this defendant, for reasons hereinafter set forth, denies that the said complainant either at the time of the said levy or at the time of the rendition of the said judgment, was the owner of the said dwelling house and lot ; but at what time the said levy and advertisement were made, this defendant is not informed, but leaves the complainant to make such proof as he may be advised is necessary, and as he is able to make.

And the defendant in further answering, says that he is not informed, and cannot say whether the said complainant was unable to pay the amount due on the said judgment and execution, if anything was due thereon, or if so, whether he was unable so to do for the reason alleged in the bill of complaint. Neither can this

defendant say whether the said complainant was desirous of making an arrangement in relation to the said property whereby he might secure a house for himself and family, but denies that the said complainant ever did enter into any arrangement whereby he retained either a legal or beneficial interest in this property. Neither is this defendant informed whether or no one Jacob Alyea and Charles Taylor, or either of them, ever agreed to advance, or ever did advance any moneys to the said complainant, or whether one Benjamin Beaston agreed to loan money to the said complainant, 10 on the security of the said complainant's note, endorsed by this defendant, for the purpose in the said bill stated, or for any other purpose; but this defendant denies that he ever endorsed any such note for the purpose of effecting said loan, or for any other like purpose.

And this defendant further answering, denies that any arrangement was ever made by him with the said complainant, or with any other person, that this defendant should receive a conveyance from the said sheriff of the said property, for the purpose, or with a view of holding the same in trust, in any manner, for the said 20 complainant, or for any other person; or that any arrangement was made by this defendant to convey the same to the said complainant.

And this defendant in further answering, admits that the sale of said premises was adjourned until on or about the eleventh day of April, A. D., eighteen hundred and forty; and that then the said sheriff struck off the said property, and conveyed the same, to this defendant, for the sum of one hundred and fifty-one dollars, or thereabouts; but whether that amount was due and unpaid on the said judgment and execution, this defendant is not informed and cannot say; but this defendant denies that he so became the purchaser in accordance with the arrangement in said bill stated and hereinbefore referred to, and denied. 30

And the said defendant in further answering, denies that he, the said defendant, paid no part of the consideration of the said property, or that he raised the money to pay the same, by a sale of part of the said property to one William Hall, as alleged in said bill; but what moneys the said complainant may have loaned from Jacob Alyea, or Charles Taylor, or Benjamin Beaston, what disposition the said complainant may have made of such moneys, if any were ever received by him, or how he repaid the same, this defendant is 40 not informed, and cannot say.

And this defendant in further answering, says the complainant is, and at the date next mentioned was, the father of this defendant's wife; that some time in the year eighteen hundred and thirty-eight, and, as near as this defendant's memory serves him, about the month of March in said year, the complainant called at the defendant's house, that the defendant not being in at the time, was informed by his, the defendant's wife, on his return, that the complainant had called, and immediately called on the complainant at his house; that the said complainant then took the defendant apart 50 by himself, and handed him a paper; that the defendant examined

said paper, and found it was a deed, dated the seventh day of February, eighteen hundred and thirty-eight, from the said complainant and wife, to this defendant, for the premises in the said bill mentioned, including as well that part conveyed by this defendant to William Hall, as hereinafter stated, as that part now possessed by this defendant, which deed, as appears by a certificate of acknowledgment thereon endorsed, was, on the eighth day of February, eighteen hundred and thirty eight, duly acknowledged by the said complainant and wife.

And this defendant in further answering says: that at the time the said complainant handed him the deed as aforesaid, the said complainant addressed him in these words, "Boy, take this, it is yours," and that nothing whatever was said intimating that this defendant was to hold the said property in trust, or for the benefit of the said complainant, or his family; but that the said complainant gave this defendant the said property without any condition or qualification; and that the said deed has forever since remained in the custody of this defendant, excepting when at the county clerk's office to be recorded, and is now in the same condition that it was when delivered to this defendant, and is ready to be produced as this honorable court shall direct.

And this defendant further says, that as well the said complainant, as his wife Elizabeth, frequently since the delivery of the said deed as aforesaid to this defendant, has spoken of the property as belonging to this defendant, and were pleased that it did so belong to him.

And this defendant further says, that at the time the deed was so given to him as aforesaid, the said premises were subject to a mortgage for six hundred dollars, as stated in said bill, and that at the time of the said conveyance to this defendant by the said complainant and wife, the premises so conveyed were depressed in price, and were worth in market, but little more than the amount of the said mortgage.

And this defendant further says, that he neglected for a long time, to have the said deed placed upon record; and about the first day of June, eighteen hundred and thirty-nine, the said complainant called on this defendant, and asked him whether he had his deed recorded; and this defendant replied, that he had not yet had it recorded, and the complainant then told him he better have the said deed recorded, and this defendant accordingly procured the same to be recorded on the twentieth day of June, in the year last aforesaid, as by a certificate thereof indorsed on the said deed will sufficiently appear.

And this defendant in further answering says, it is true as stated in said bill that the said complainant and his family continued to reside in the said premises until on or about the first day of April, eighteen hundred and forty-four; and continued to pay the interest on the said mortgage, and the taxes, and insurance on the said property until within six months of the said first day of April, eighteen hundred and forty-four; it being considered, and stated by

this defendant, that although the said interest, taxes, and insurance were not a sufficient rent for the said premises, yet, that he was willing in consideration of the relationship existing between the families of the complainant and this defendant, that they should remain upon, and occupy the said premises, without actually paying to this defendant any additional rent therefor, so long as they were continuing to pay the said rents, taxes and insurance; and in fact, this defendant avers, that he requested the wife of the said complainant to remain with the family, longer in the said house, 10 but that she refused, stating that they could not pay the insurance, interest, and taxes, and that they had already failed so to do, and that they would not longer stay, that the property belonged to this defendant, and that he must have the benefit of it, and that she was glad it was his, that neither her husband, the said complainant, or her son Robert C. Baldwin, could keep, and take care of the same.

And this defendant further says, that he paid the taxes, interest on the mortgage of the said premises for the six months preceding the said first day of April, eighteen hundred and forty-four, and has so done ever since; but, this defendant denies that he in any 20 manner ever admitted, or that the said complainant, until recently, ever insisted that the said property did not rightfully belong to this defendant; and this defendant denies that he ever made any arrangement, or agreement by which he was to pay the rent of the house occupied by the complainant since the said first day of April, eighteen hundred and forty-four, as in the said bill alleged; but, this defendant insists that he has at all times and in all proper modes claimed the said property; and this defendant admits that he has received the rents, paid the interest on the mortgage, and made the repairs to the said premises; and that the whole sum, he the 30 said defendant has received for the rent of the said premises since the first day of April, eighteen hundred and forty-four, is two hundred and eighty-one dollars and forty-five cents; and that he has paid for repairs thereon, the sum of fifty-five dollars, and fifty-six cents, for taxes the sum of eighteen dollars and eighty cents, for insurance the sum of three dollars and eighty cents, for water the sum of seventeen dollars and fifty cents, for interest on the said mortgage the sum of one hundred and forty-four dollars, and for other expenses, the sum of six dollars and two cents.

And this defendant admits that he has not paid over or accounted for any part of the proceeds or rent of the said premises to the 40 said complainant, because the said complainant was not, either legally or equitably entitled to the same, as this defendant is advised and believes.

And this defendant also admits, that he has alleged, and given out, that he is the true and only owner to the said premises, and has rented and offered for sale the same, as in said bill alleged, and respectfully submits to this honorable court, that he had good right, under the circumstances, so to do.

And this defendant, in further answering, says, that after the 50 said deed was so delivered to him as aforesaid, and after the said

complainant and wife had expressed themselves gratified that he should be the owner of the said property, and after the said deed was recorded, and on or about the eleventh day of April, eighteen hundred and forty, the said complainant called on the defendant, and told him that the property was advertised for sale; and that he was desirous this defendant should purchase the same at sheriff sale, and that the purchase money was ready for him as soon as he purchased; that as soon as the said premises were bid off by this defendant the said complainant told him that he must now raise the money on his, this defendant's note, of Benjamin Beaston; and that this defendant then gave his note to said Beaston, which note was indorsed by Jacob Alyea and John Y. Baldwin; that the said note was for something over one hundred dollars; that this note was protested and a new note given therefor for one hundred and twenty-nine dollars and twenty-six cents; that this second note was also protested, and a new note given by this defendant therefor; that some person, but who this defendant does not know, paid a part of the said note, leaving a balance of forty-nine dollars and fifty-five cents, which sum was on or about the twentieth day of December, eighteen hundred and forty-three, paid by this defendant to the said Beaston.

And this defendant further answering, says, that on or before the payment so made to said Beaston, he was informed by the wife of the said complainant, that one William Hall desired to purchase an alley way off of the said premises, and on or about the twenty-first day of February, eighteen hundred and forty-four, this defendant conveyed a part of the said premises to said Hall, and received as consideration therefor the sum of fifty-six dollars.

And this defendant, in further answering, admits that the said complainant has recently requested this defendant to convey the said property to him, and that this defendant rather than have any personal or family differences with the complainant, told him that this defendant was under no obligation of any kind to make such conveyance, yet that he would consent to make such conveyance if the complainant would give this defendant a bond and mortgage for three hundred dollars, to which the complainant then agreed; but afterwards the wife of the said complainant refused to join him, the said complainant, in such mortgage.

And this defendant further says that at the time the said complainant gave him the deed herein first set forth, he acquired thereby a good title to the said premises; that such title was confirmed by the subsequent purchase of the premises at the sheriff's sale, and that the complainant paid a part of the money due on the said purchase so made of the sheriff voluntarily; but if the judgment herein before referred to was a valid and subsisting lien on the said premises at the time of said sale, this defendant is willing to pay to the said complainant such sum as he, in the opinion of this honorable court, is entitled to in consequence of any payment which may have been made by him in satisfaction of such lien.

And this defendant denies all unlawful combination and confede-

racy in said bill charged, without that, that any other matter or thing material for this defendant to answer unto, and not herein and hereby well and sufficiently answered, confessed, or avoided, traversed or denied, is true to the knowledge or belief of this defendant.

All which matters and things this defendant is ready to avow, maintain and prove as this honorable court shall direct, and humbly prays that a decree may be made by this honorable court confirming the title of this defendant to the said premises, and that the said complainant may pay all reasonable costs, and charges in this 10 behalf sustained.

EDWARD CAMPFIELD.

FREDERICK T. FRELINGHUYSEN,

*Solicitor for and of counsel with defendant.*

*Examination of witnesses taken in the above cause, before me, John Whitehead, one of the Masters and Examiners in the Court of Chancery, of the State of New Jersey, at my office in the city of Newark, on this seventeenth day of March, one thousand eight hundred and forty-nine, at ten o'clock in the forenoon, on the part 20 of the complainant: said examination being taken pursuant to notice, due service whereof was duly acknowledged by the solicitor of defendant. Present Asa Whitehead, Esq., for complainant, Frederick T. Frelinghuysen, for defendant.*

*Jacob Alyea, a witness produced on the part of the complainant, being duly sworn, deposes and says: I reside in the city of Newark; I am acquainted with the parties in this cause, Jeremiah Baldwin and Edward Campfield; I know the property in Canal street, in this city, formerly occupied by Jeremiah Baldwin and his family; I don't know that I could form an opinion of the value of that property with any accuracy; I remember that property's being 30 advertised to be sold at sheriff's sale, some eight or nine years ago, I should think; what I remember about it, was that it was advertised for sale by the sheriff, Mr. Baldwin's property in Canal street, and I paid fifty dollars, and there were other gentlemen that paid. I was to have been one of the purchasers of the place, with Mr. Campfield, and we were to buy it in for the benefit of the family; that was my understanding about it. The time of the sale arrived, and I went over to the hotel where the sale was to take place; I believe it was kept by Mr. Stewart; I was there and conversed with Mr. Campfield; at my suggestion he became the purchaser alone; 40 I advanced fifty dollars towards the purchase; the way I came to do this, was this: I became one of the friends of the family, to raise money to buy it for the family of the complainant, upon his solicitation, and he requested me to become one of the purchasers for*

the property. I don't remember all the conversation that took place, at the time of the sale, between me and Mr. Campfield; I only recollect that I told him that there was no use in my being a party, that it was a family matter, and he might become a purchaser alone; I urged it upon him to become a purchaser alone, as he was related to the family; a son-in-law; that was the reason, of course.

*Question.*—From the purport of the conversation you had with Mr. Campfield, at that time, was it or not your understanding that he was to purchase in the property for the family? 10

It was my belief so, I guess there can be no mistake about that; that is my honest belief about it; it was the understanding upon which I agreed to become a purchaser, with Mr. Campfield, of the property, that it should be purchased for the benefit of Mr. Baldwin's family; we three were together at that time; Mr. Campfield, Mr. Baldwin and myself, and I believe it was so stated when we three were together; it must have been so, of course. I can't recollect what the property brought at the sale: after the sale, I think Mr. Baldwin and his family continued to occupy that property for some time, I think and until they moved into Pennington street, into a house belonging to Mr. Asa Whitehead. The circumstances of Mr. Baldwin, at the time of this sale, I supposed were poor: I don't remember that I had any conversation with Mr. Campfield but once after the sale, and then I went to see him at his store about it; I went to see him out of friendship, and to see if the matter couldn't be arranged without a law-suit; I can't remember all the conversation; I don't think I said anything to him at the time about the sale. 20

*Question.*—Did you or not say anything to him about conveying back this property to Mr. Baldwin? 30

I don't think I did at the time; Mr. Campfield said to me that he couldn't, himself, say anything about it; if I wished to say anything about it, it must be said before his attorney.

*Question.*—Did he or did he not say anything about the time being gone by to talk about it? (Question objected to.)

I can't speak positive, as to that particular language being used, but you will understand me that he said he couldn't talk to me then.

*Question.*—Did he state to you, at that time, in what way he claimed the property?

Not at that time. 40

*Question.*—Did he at any time?

I recollect having a conversation with him once before that, in Market street, and I think Mr. Campfield stated that if they would pay him a certain amount of money—the amount I do not recollect—he would give them back the deed.

*Question.*—Do you recollect that he stated on what account, or for what reason he wanted them to pay him the sum of money?

I do not. Mr. Campfield never stated to me, or in my presence at the sheriff's sale, or at any other time, that he had any other deed for the property than the sheriff's deed. 50

*Question.*—Did you understand who was to furnish, beside yourself, the money necessary to complete the purchase of the property? (Question objected to by the defendant's solicitor.)

I understood Mr. Beaston was to be one of the friends, and Mr. Charles Taylor was to be another; Mr. Beaston is the gentleman commonly known as Capt. Beaston; his name is Benjamin Beaston. These two last conversations with Mr. Campfield took place, the last, I think, some months ago; perhaps six months; since the commencement of this suit; both of the conversations were within  
10 a year past, to the best of my recollection; I couldn't be positive, but I don't think it could have been more than a year back.

*And being cross-examined,* the witness says: I advanced fifty dollars about the time of the sale; I have no memorandum of the money paid, I only know that I paid it, and it was paid for this purpose; I paid it to Mr. Beaston I think; my impression is that Mr. Beaston received the money from the different parties. I remember having two conversations with Mr. Campfield relative to this matter; I never had any conversations with Mr. Campfield in the presence of Mr. Baldwin or his family since the transaction,  
20 since the sale and since the suit. I think I had a conversation with Mr. Campfield relative to this matter in the presence of Mr. Baldwin and his family previous to the sale of the place; how long previous I couldn't state; I think it must have taken place at Mr. Baldwin's house in Canal street; I anticipated that the question would be put to me when this conversation took place, and I have been trying to recollect where, but I cannot remember distinctly; I think, however, it took place at Mr. Baldwin's house in Canal st.; I take it for granted that I must have seen Mr. Campfield more than once at Mr. Baldwin's house relative to this matter, before the sale.  
30 I wouldn't like to speak positive as to whether I had more than one interview with Mr. Campfield in the presence of Mr. Baldwin relative to this. [I only wish it to be understood that we had the understanding that I have before stated.—This part of the answer objected to by defendant's solicitor, as no part of an answer to his question.]

*Question.*—What was the conversation which occurred with Mr. Campfield in the presence of Mr. Baldwin in his house in Canal st.?

It was understood that I should be one of the purchasers with Mr. Campfield of the property, and I went to the sheriff's sale for  
40 that purpose; I had agreed to become one of the purchasers.

*Question.*—Will you state to me what conversation there occurred and not what your understanding was?

It would be very difficult to remember what was the conversation precisely. I wish to answer that by the subsequent acts.

*Question.*—Do you recollect what Mr. Campfield said on that occasion?

No sir, I can't recollect; I can't answer whether I recollect that he said anything or not.

*Question.*—Can you tell what Mr. Campfield said at any time  
50 prior to the sale, in relation to this matter?

I can't recollect the language.

*Question.*—Do you recollect that Mr. Campfield at any time prior to the sale said anything to you as to your becoming the purchaser either alone or with him?

Either him, or Mr. Baldwin, or both, at the public house Mr. Campfield did; I have a more distinct recollection of what took place at the public house than of the other; Mr. Campfield then rather insisted upon my being a purchaser, but I told him there was no use; as I said before, at my urgency, he agreed to be the purchaser alone. I couldn't say as to the time of day this sale took place at the public house; I have thought of this, but I can't call it to my mind; I went to the public sale prepared to buy it in, in connection with Mr. Campfield; I had'nt got this money from Mr. Beaton, it was in Mr. Beaton's hands; I don't know that that money paid for the purchase; I do not remember how the payment was made; I remember John Y. Baldwin was to be one of the friends, and he either gave a note and I indorsed it, or we gave a joint note; at any rate I paid it.

*Question.*—Did not you and John Y. Baldwin indorse Mr. Campfield's note to raise the money to pay the sheriff? 20

I can't remember anything about that transaction. I only wish to say that I was one of the friends, and that I paid fifty dollars, and paid it out of my own funds; fifty dollars is the whole amount I ever paid out of my own funds for that purpose.

*Question.*—Did not you and Mr. John Y. Baldwin indorse a note for about one hundred dollars to raise money to pay the sheriff?

It might have been so, I have no recollection of it at present.

*Question.*—Do you recollect whether or no on that note's maturing, you and John Y. Baldwin indorsed a note of Campfield's for about one hundred and twenty-nine dollars? 30

I have no distinct recollection, it might have been so, I don't recollect it, it was possible; (a paper purporting to be a promissory note for \$129 twenty-six hundredths, dated January 14th, 1841, being shown to the witness he says), the indorsement "Jacob Alyea" on that note, is in my hand writing, (the said note was here offered in evidence by the defendant, and marked by me as exhibit F, No. 1, on part of the defendant); I don't remember whether I afterwards indorsed other notes in renewal of that; I don't remember much about the notes; I don't remember paying anything but the fifty dollars I have spoken of. In the conversation in Market street with Mr. Campfield, I do not recollect that he said he had nothing to settle; I don't think I could give that conversation in Market street; I think I can recollect Mr. Campfield's requesting me at that conversation to go down and see the family. It was my object in stopping Mr. Campfield at that time and speaking to him to act as a friend of the family, and to prevent a law suit, [and to get him to carry out the understanding that we had.—This part objected to by defendant's solicitor.]

*Question.*—When you stopped him there as the friend of the

parties, did you not suggest to him that you should go down and see the family?

I think he told me he wished I would go down.

*Question.*—Was that not in answer to your suggestion that you would see the other party?

I don't remember how it was, what led to it exactly. This conversation at the day of sale, I have mentioned, took place in the bar-room; I could not say who were present besides Mr. Baldwin, Mr. Campfield and myself; I think Mr. Baldwin was there, pretty  
10 certain; I don't know that Mr. Baldwin was present when I requested Mr. Campfield to become the purchaser; I think it very probable that we two were; I can't recollect the language that Mr. Campfield used there on that occasion, no farther than what I have stated, that at first, he had some objections and yielded afterward; property was not so high in 1839 or 1840 in Newark as it had been before.

*And being re-examined in chief:* I am not certain whether the complainant was at work for me at the time of that purchase or not; he had been and might have been up to the time.

20 *Question.*—At the interview at Mr. Baldwin's house in Canal street, between yourself, the complainant and defendant, did or did not Mr. Campfield assent to the arrangement there made as before mentioned in relation to the purchase of the property?

I have no distinct recollection.

*Question.*—Was there any disagreement about it?

No disagreement about it.

JACOB ALYEA.

Sworn and subscribed before me, at Newark, this 17th day of March, 1849.

30

JNO. WHITEHEAD, M. C. C.

*William Hall*, a witness produced on the part of the complainant, being duly sworn, deposes and saith: I reside in the city of Newark; I know the parties in this cause; Mr. Baldwin I have known about eighteen years, and Mr. Campfield ever since he married Mr. Baldwin's daughter; have known him for years. I know the house and lot in Canal street, formerly occupied by Mr. Baldwin; I remember the occasion of that property's being sold at sheriff's sale; Mr. Campfield purchased it, I believe, at sheriff's  
40 sale; it was purchased, I believe, by Mr. Campfield for the benefit of Mr. Baldwin and his family, [and that was the understanding at the time. Before the sale of this property, I understood from the family that Mr. Campfield was going to buy it in.—This part of the answer objected to by defendant's solicitor.] and the reason I asked was this: the property joins me, and my calculation was, that if it was going to be sold for the benefit of the family, that is, to raise all the money it could, I was going to bid on it myself, but as I understood to the contrary, I didn't attend the sale. Sometime before that Mr. Campfield was sued on the account of this property,  
50 I went to him. I said to him, Edward what is the reason you

can't settle this concern and give up the property as it was understood to be ; and I made this observation to him, I spoke to him as a friend, Edward, you know that this property never cost you anything, and you ought to give it up. The reply that he made was, I know it never cost me anything. And I said to him farther, that he knew that the property didn't bring as much as it was worth, as it was perfectly understood that he was buying it in for the family, and I believe I said to him that I didn't bid on it for that reason myself. I said to him, you had better give the deed back as it was agreed on, and he made an observation something like, that mother or Mrs. Baldwin, as he called her, had made so much to do about it, he didn't think he would give it up now. That was pretty much all that was said at that time. I had another conversation with him pretty much to the same effect, pressed the case on to him, and told him that it would be an injury to him if he held on to it, that it hadn't cost him anything. He didn't state anything more at the second conversation than he did at the first ; they were pretty much to the same effect. I told him at both that the property hadn't cost him anything, and he admitted this. I purchased a little strip off this lot, seven feet of it, after the sheriff's sale. I didn't apply to any one to purchase ; the complainant's wife applied to me to purchase it. I agreed with her for the land ; eight dollars a foot was the price agreed upon for it, and I was to pay for all expenses, drawing the deed and moving the fence. I had nothing to do with Mr. Campfield in making the bargain, not a word. He came to me with the deed and I paid him the money.

*Question.*—What was stated to be the object of selling the seven feet to you ? (Question objected to by defendant's solicitor, because it does not state by whom.)

To pay the balance on the judgment lying on the property for 30 which it was recently sold.

*Question.*—Did you understand the judgment was lying on the property after it was sold ? (Question objected to by defendant's solicitor.)

No ; it was to pay the balance of the note ; it was stated by Mrs. Baldwin that it was for the balance of the original judgment upon which the property was bought by Mr. Campfield ; it was to pay the balance of a note given for that judgment. Mr. Campfield never told me what was the object of the sale to me. Mr. Baldwin and family continued to live in this property, until five years ago next April. They used and occupied it as their own, from the time of the sale until they moved out, as they formerly did, until they moved. I am not positive, but I think Mrs. Baldwin paid the taxes, and interest on the mortgage upon the property. There were repairs put upon the property while they lived there after the sale ; to the best of my knowledge and belief, Mr. and Mrs. Baldwin did these repairs. I never knew of Mr. Campfield making any claim upon the property while they lived there, only so far as his giving the deed to me. I knew that Mr. Campfield held the title for the property at the time I purchased the seven feet. I 50

lived next door to them from the time of the purchase by Campfield until they moved away. I should have been willing to have given eight hundred and fifty dollars for it at the time of the sale. I don't think I would give much more for it now than I would then. I might give fifty dollars more for it now. I believe the house rents for a hundred dollars a year. There is a barn on this property. I rented that barn from Mr. Campfield, and have rented it for the last four years. I pay Mr. Campfield eight dollars a year for it. [The circumstances of Mr. Baldwin at the time of this sale were  
10 poor. His health was then poor, not able to earn his bread. He has had a stroke of palsy, had this, stroke three years before they moved away, about three years, it might be more, couldn't positively say.—This part objected to by defendant's solicitor.]

*And being cross examined,* the witness says: I was intimate with Mr. Baldwin's family, as a neighbor. I have had no partizan feeling in this controversy, in favor of Mr. Baldwin and his family, except for the settlement of the matter for the benefit of the family. If I have made any expression during this examination that indicated any partizan feeling, I am not aware of it. I have not felt any  
20 partizan feeling towards the family, since Mr. Campfield refused to give up the property, than I have towards him. I don't know that I ever said that Mr. Campfield acted very small about the matter, and I don't know but that I did. I never talked about purchasing the seven feet, until Mrs. Baldwin came to me about it, except to say that if it was sold, I should like to purchase it; this has been talked about, ever since I bought twenty-three feet from Mr. Baldwin.

*Question.*—Do you recollect calling at my office about the deed from Mr. Campfield, for the seven feet?

30 I can't say but that I did; it strikes my mind like a dream. I don't remember that Mr. Campfield at first asked me twelve dollars a foot, for that seven feet; I think he never did; I don't remember as he ever spoke a word to me about it. I don't know who did draw the deed for that property; it was brought to me and I paid for it. I never did speak to Mr. Campfield, in relation to that purchase, to my knowledge: I paid the money to Mr. Campfield when he delivered the deed. I didn't have the title to that property searched, knowing that it had been sold at sheriff's sale; I considered that good enough: I believe there are no other judg-  
40 ments against Mr. Baldwin, besides the one on which this property was sold.

*Question.*—You told Mr. Campfield in these words: "You know it never cost you anything," did he make any reply?

He said it didn't; I guess that conversation was about a year before the suit was commenced, and since too. If I understand right, the suit was commenced two years ago this month; I think Mrs. Baldwin told me so; I am not sure, but think so. I didn't talk to her until she told me that the suit was commenced; Mrs. Baldwin said she wished the rotten thing was settled. I have read none of  
50 the pleadings in this cause; seen none of the papers filed: I have

run over the answer, but I thought it was such a small thing that I wouldn't read it all; Mrs. Baldwin furnished me with that. In that conversation with Mr. Campfield, when he said that Mrs. Baldwin had made so much ado about it that he wouldn't give it up then, Mr. Campfield said that if they would give him a mortgage for three hundred dollars, he would give up the deed. I said to Mr. Campfield, Edward what do you want of a mortgage for three hundred dollars, it never cost you nothing. Well, he said, that's my look out. I recollect that he said that he had made that offer to them, but I don't recollect that he said that they had accepted it, 10 and that drew from me the observation which I have stated. Mrs. Baldwin was not always in a passion when she spoke to me about it. The amount of the mortgage on the property of which I have spoken, is six hundred dollars; I can't answer positively whether the interest, for the last six months before they moved from the house, was paid by Mr. Baldwin, or not. It strikes my mind that it was in Mr. Benjamin Olds' bindery, that I received the deed from Mr. Campfield; I think it was; I won't be positive; the workmen were about I think; I have been a carpenter, and have made repairs to this house, but not while Mr. Baldwin lived there. Mr. 20 Campfield has paid me, at least it was deducted out of the rent of the barn. These were trifling repairs that were put to the house since Mr. Baldwin moved away. Mr. Baldwin was in debt at the time of the sale by the sheriff; had other debts beside the judgment. Property in Newark, was considerably depressed in 1840; it was more so in 1838 or 1839, however.

WILLIAM HALL.

Sworn and subscribed before me, at Newark, this 17th day of March, A. D., 1849.  
JNO. WHITEHEAD, M. C. C.

The examination was here adjourned by consent, to Saturday 30 morning at ten o'clock in the forenoon, at my office, in the city of Newark. Saturday, March 24th, 1849, the parties met at my office pursuant to adjournment. Present, Asa Whitehead, Esq., of counsel with the complainant, and Frederick T. Frelinghuysen, Esq., of counsel with the defendant.

*William F. Lines*, a witness, produced on the part of the complainant, being duly sworn, according to law, doth depose and say, I reside in the city of Newark; I know the parties to this cause; I know the property on Canal street where Jeremiah Baldwin and his family formerly lived; I have talked with Edward Campfield a 40 little about that property; he spoke to me at one time, the first I ever knew of his having anything to do with it, about selling it; the first conversation I ever had with Mr. Campfield, was at a sale of some buildings that Mr. Briggs was selling down in Cottage street; Mr. Southard was selling them as auctioneer; I was there at that sale, and met Mr. Campfield there, and Mr. Campfield said that he had a notion to get Southard to go up and sell that place on the Canal; I think that's the way he named it; he said that he had been trying to get Mr. Lemassena to sell it, but he didn't seem to do anything with it, and he had a notion to get Mr. Southard to go 50

up that afternoon and sell it; that's the way I understood it; after this, some little time after this, I was into his shop, and the subject was brought up again, and he said that he had an idea of selling and buying a lot and building a house; the expression, I believe, that was made, was, of selling that place of Father Baldwin's and building them a house; he said that he thought it would be better to sell that place and build a house for them, then there would be no trouble afterwards.

*Question.*—Of whom did he speak when he spoke as you say of building a house for them?

He said previous to that Father Baldwin's place, and of course he meant, I suppose, Mr. Baldwin. At another time when I was in his shop afterwards, he said that they had been up there; then he mentioned the name Mother Baldwin; he said that she came up there and wanted the deed; that he told her that if she would give him three hundred dollars, he would give her the deed, and then he said in a laughing way, but where's the three hundred dollars to come from.

*Question.*—What did you then say to him?

20 I didn't say anything to him; Mr. Campfield then said that they had been up there trying to come their games over him, and that Uncle Charley had been there trying to get something out of him. In a conversation that him and me have had between us, Mr. Campfield said after he spoke about the three hundred dollars, that they had called him everything but a clever fellow; I then told him, Edward you hadn't ought to do wrong because they have done wrong; we all know that Mr. Baldwin hasn't done right, but Mrs. Baldwin has worked hard to keep that little property; she has worked early and late making shirts for New York; she has worked till twelve  
30 o'clock at night; and then he said let them use me well and not call me everything but a clever fellow. I don't remember that I said anything to Mr. Campfield about his conveying that property to Mr. Baldwin, or giving back the deed; I don't know but that I said to him that Mrs. Baldwin was getting old now and she would want it, the property.

*Question.*—What did you refer to when you told him that he ought not to do wrong because they had? (Objected to by defendant's solicitor.)

I referred to his holding the deed. The way I understood it,  
40 from what he had told me was, that he was holding it in trust; I supposed for Mr. Baldwin; he gave me all the information, all I ever knew about it, I think he said it was put up at auction, and he was requested to be there to buy it in. Mr. Baldwin requested him to be there to buy it in; there would be some one to pay the money for it; that at the time the auction was, that Uncle Charley would be there to pay the money for it after he had bid on it, it was knocked off to him and there was no one to pay the money for it, then he spoke about having to scratch round to get it settled to know something about it; I think he said he gave a note for it, and  
50 that Mr. Olds indorsed it; and when it came round it was protest-

ed, and he either said that another note was about to become due, and would be protested, or that it had become due, and had been protested; I don't know which; I don't remember that there was anything more said than that he said in a laughing way, well, let them work at it. This conversation of which I have just been speaking was about two years ago this spring I should think, or this summer, coming summer; I think it was after the suit was commenced; I think he said the notes were not paid and would'n't be paid by him. I don't remember that he ever said anything had been paid by him on account of the property; he didn't say or 10 give any reason why that three hundred dollars was required to be paid by him.

*And being cross-examined*, the witness says: If I remember correctly, I have had three conversations with Mr. Campfield about this property; the first was about two years ago this spring or coming summer, and at the shop of Mr. Campfield; the second was at his shop also, and might have been two or three months after the first, and the third was at the shop where I work, Jacobus and Condit's; I should think either a year ago now, or a year ago last fall, I couldn't exactly tell which; I believe those are 20 the only conversations I have had with him in regard to the property; he was in the shop two or three times afterwards, and might have mentioned it, but I don't recollect. Where he told me he thought it best to sell and build another house for them, was, I think, in his own shop. The way he designated the property then, was Father Baldwin's property; he did not say the property north of the canal, I don't remember that Mr. Campfield said he wanted to sell that property so as get up the mortgage; I don't remember anything of the kind; he said that they came and wanted the deed, and he said he told them that if they would give him three hundred dollars they 30 might have it, and then he said, in a laughing way, where's the three hundred dollars to come from.

*Question.*—Did he tell you that he had offered to give them a deed for three hundred dollars, or did he tell you that he would give them a deed if they would give him a mortgage on the property for three hundred dollars?

There was nothing said about a mortgage; I went to his shop, but not to talk to him about this matter; I knew nothing of it until he told me of it; I was passing by and stopped in to see him; I don't know anything about whether Mr. Campfield has paid those 40 notes of which he spoke.

*Question.*—Did he say that he gave a note for the purchase, indorsed by Mr. Olds?

He said that he gave a note and Mr. Olds indorsed it.

*And being re-examined in chief*, the witness says, the conversation mentioned in my principal examination at Briggs sale was before the first conversation I had with him in his shop; I can't remember how long ago was the conversation in Cottage street; I should think it was three years ago, in the neighborhood of three years; I have had two conversations with him about this property, at his 50

own shop, one at my shop where I work, and one at Briggs' sale; Mr. Campfield spoke of what he could get for it, whether it was ten or eleven hundred dollars, I don't remember; this was at the conversation when he talked about selling that place and buying and building another; and this was I think in his back shop by the window, and I told him at the time I thought it ought to bring some sixteen or seventeen hundred dollars, a place situated as that was. I know the property, and my opinion of the value of it is that it ought to bring sixteen or seventeen hundred dollars; I have'n't  
10 been along there in some time to notice it, but as it used to be when I was about there; I think it ought to be worth that now.

*And being re-cross-examined:* I could'n't tell how many feet front it is; I don't know how deep it is, nor for what it rents; I don't know of any property that has been sold that way; I heard tell of another piece of property that Albert O. Pierson bought on the other side of the canal, but I don't suppose that has anything to do with this.

*Question.*—Was property depressed in value some two or three years ago in Newark?

20 Not being much of a land holder, I could'n't tell; as near as I could tell, I should think this property was not over eighty-five or ninety feet deep, from front to rear, it might be a hundred feet.

WILLIAM F. LINES.

Sworn and subscribed before me at Newark, this 24th day of March, A. D. 1849.

JNO. WHITEHEAD, *Master in Chancery.*

The examination was here adjourned by consent of both parties, until Monday the eighteenth day of June, 1849, at ten o'clock, A. M., at which time the parties appeared as before; and the exami-  
30 ation on part of the complainant was proceeded with.

*Benjamin Beaston*, a witness produced on the part of the complainant, being duly sworn according to law, doth depose and say, I know Jeremiah Baldwin the complainant, and Mr. Campfield the defendant I know now; did not know him at the time of the transaction; I have known Mr. Baldwin, I should think about eighteen years; I know the house and lot formerly occupied by Mr. Baldwin in Canal street in this city; I recollect about that property's being advertised by the sheriff for sale; don't recollect the year; I was apprised by Mr. Jacob Alyea about it, and saw it  
40 in the paper also. Mr. Alyea jogged my mind about it several times; I had no agency or part in buying in that property at the sheriff's sale, was not there. After the property was bought in, I advanced some money, that is, I did this, Mr. Campfield's note was presented to me with Mr. Alyea's indorsement, and John Y. Baldwin's indorsement for some sum over one hundred dollars, some sum between one hundred, and one hundred and thirty dollars; my clear impression is that it was one hundred and twenty-six dollars or about that; I think the sheriff's claim was about one hundred and twenty-six dollars; this money was to pay a certain

amount for which the property was bid in by Mr. Campfield; I think the sheriff took the money from me; the money was paid at a certain time. It was sheriff Osborn, I think; this note was not paid when it became due; as I said at first, I did not know Mr. Campfield when the note was presented to me, and went upon Mr. Alyea's responsibility, and when the note was not paid, I went to him for the whys and wherefores; it is probable the note was renewed once without any payment, don't know whether it was or not; it was renewed at any rate, and Mr. Alyea paid fifty dollars of it, and the note was renewed for the balance; after the note got 10 down smaller, I believe I did apply to Mr. Campfield, I know I did; I saw him at Mr. Olds' store; I was not treated by Mr. Campfield as though it was a business note; I think it probable that there was an interview with Mr. Campfield before the second payment was made on the note. Mr. Campfield did say something about the note, what it was, I cannot say the words, but it left the impression upon my mind that I was not to get it from him without law; there was something said that it was a family concern.

*Question.*—Did or did not Mr. Campfield say anything to the effect that he was not benefitted by the note, and it ought to be paid 20 by some other person, and if so, by whom? (Question objected to by defendant's solicitor.)

No sir, I don't think he put that to me; it was only in the way I have answered before; he was a man of very few words, and I think I have said all that I can about it. There were three payments before the note was taken up; the first was Mr. Alyea's; Mr. Charles Taylor, the umbrella man, became accountable for fifty dollars of it; if I am not mistaken, that was paid; and the third one come through Mr. Campfield's note, endorsed by some one; it was paid in the bank; that was over forty dollars; interest and protest 30 had occurred and swelled the amount; I think the note of Mr. Campfield was forty-six dollars; that is my impression; it was over forty dollars. Mr. Jeremiah Baldwin, Mr. Alyea and I were all together, and Mr. Alyea proposed to give me fifty dollars. I and Mr. Baldwin went together to Mr. Taylor, and he said the boy was to leave so much of his wages out and he would give fifty dollars, and did pay me fifty dollars; I think he gave me paper for it; Mr. Baldwin applied to Mr. Taylor to make this arrangement, and took me there; Mr. Baldwin's son was at work for Mr. Taylor at that time; the son agreed to this arrangement; after trying to get Mr. 40 John Y. Baldwin, the other endorser, to pay the balance of the note, and not succeeding, I then went to Mr. Campfield to get the balance, which I had not intended to do. The reason why I had not intended to call on Mr. Campfield, was because if I had succeeded in getting anything, five or ten dollars, from Mr. John Y. Baldwin, I would have said nothing there about it, for I intended to have made a present of the balance, as I thought, to Mr. Jeremiah Baldwin's family. [The short of it was, that I supposed that if Mr. Alyea would give fifty dollars, and the boy was willing to work out fifty dollars, and I could have succeeded in getting anything from 50

Mr. Baldwin, (John Y.,) no matter how small, say five or ten dollars, I was willing to give the balance myself, so as to secure a home for Mr. Baldwin's family; that was what Mr. Alyea told me he wanted to borrow the money for.—This part of the testimony objected to.] The reason that induced me to loan the money to Mr. Alyea was this: first it was to redeem that property; next Mr. Alyea could not get it any where else, Mr. Corey being out of town, from whom it was supposed the money could be obtained. [Mr. Alyea, when he applied for the money, said that it was to be  
 10 used in buying in the property for the family; for uncle Jerry's family; and that was the idea all the way through.—This part of the testimony objected to by defendant's solicitor.] I had to borrow eighteen dollars, to make up the amount of the money.

*And being cross-examined*: that note given by Mr. Campfield for the balance, after the payments by Mr. Alyea and Mr. Taylor, was protested and afterwards paid; that was Mr. Campfield's own note, endorsed by Mr. Olds or some one else. Exhibit F, No. 1, on the part of the defendant, being shown to the witness, he says that is one of the notes referred to in my principal examination. I  
 20 think I had not been to see Mr. Campfield, before I saw him at Mr. Olds' store, when the last note was given; I think I saw him at my own store before that; I am under the impression that I had a conversation with Mr. Campfield before I saw him at Mr. Olds' store, but I can't say. Mr. Campfield came to the store with the money to pay the last note; whether I went to the bank, or he went, I can't say, for the note; it is my impression that the note was lying at the bank. This note that was given to pay the sheriff was renewed several times, but the same parties were to the note; Mr. Alyea always fetched it up when it came round; I looked to  
 30 him for it; Mr. Campfield was the maker, and Jacob Alyea and John Y. Baldwin endorsers.

*And being re-examined* in chief, the witness says: I never had any interview with Mr. Campfield about the matter, until after I advanced the money on the first note; I didn't know him at that time.

BENJAMIN BEASTON.

Sworn and subscribed before me, at Newark, June 18, 1849.

JNO. WHITEHEAD, M. C. C.

*Examination of witnesses taken in the above cause, before me, John Whitehead, one of the Masters and Examiners in the Court of Chancery, of the State of New Jersey, at my office in the city of Newark, on this twenty-third day of December, one thousand eight hundred and fifty, at ten o'clock in the forenoon, on the part of the complainant: said examination being taken pursuant to notice, due service whereof was duly acknowledged by the solicitor of defendant. Present Asa Whitehead, Esq., for complainant, Frederick T. Frelinghuysen, for defendant.*

Robert C. Baldwin, a witness produced on the part of the complainant, being duly sworn according to law upon his voir dire, and examined by the counsel of the defendant, says: I am a son of Jeremiah Baldwin, deceased. He died, I believe, the first of August, 1849. I am not interested in the event of this suit. I do not feel myself interested in the event of it at all. I am one of the heirs-at-law of Jeremiah Baldwin. He did not make a will that I know of. I have conveyed my interest in the property in dispute in this cause, if I ever had any; conveyed it to my mother, Elizabeth Baldwin; conveyed it a year ago this winter, and since my father's death. I have received a consideration for that conveyance, a home since I have lived there. I have been living with my mother. I have had that home ever since I could remember, until the last first of April. I was twenty-five years old last February. I am a saddle-tree shaver by occupation. I served my time as a house carpenter up to the time I was twenty-five years of age. My employer did not support me. I served my time with Ezra Reeve. I worked for him by the day; he paid me four shillings, four shillings and sixpence, five shillings, and six shillings per day; different prices at different times. I was not an indentured apprentice. There was a contract that I was to pay my board weekly during the time I lived at home. Two dollars a week, that was what I paid, when I had it to pay; sometimes I paid it, and sometimes I didn't. There was no special agreement as to the price; couldn't be expected between mother and son, any regular business agreement. I should suppose I was indebted to my mother somewhere between thirty and forty dollars board that I didn't pay, that I ought to have paid. Mr. Reeves never paid my board; sometimes when he had no money he gave me orders, and I would turn them in to my mother as pay for board. The thirty or forty dollars was due the first of April last when I left.

*And being cross-examined* on his voir dire by counsel of complainant, the witness says, I have no interest as I consider in the event of this suit. I have made an absolute conveyance of my estate in the property in dispute to my mother. I don't think there was any regular account made out at the time the deed was given to my mother. Whatever was due to my mother was due to her previous to the execution of the deed.

The counsel of the defendant hereupon objects to the examination-in-chief of the witness on the part of the complainant. The witness thereupon being sworn-in-chief, and being examined by counsel of the complainant, says, I know the property in question in this cause: it is situated in Canal street, No. 25, on the south side of Canal street. As to the property being conveyed to Mr. Edward Campfield, I can only state what Mr. Campfield has told me, and what has been said in the family. I can say nothing about the actual conveyance of it. I never heard him say a great deal  
10 about the property, until something was said about paying over the rent after the family had moved away from there, and had been away for a year or two; two years may be, I don't recollect distinctly. My mother received no benefit from the property. At the request of my mother, I spoke to Mr. Campfield about it, and told him that she wished him to give her a deed for the property. He said that he did not like to do that for fear that she could not hold the deed, and he thought it would be better to sell the property in Canal street, and buy a lot somewhere in the outskirts of the town, where property was not so valuable, and put up a small house there,  
20 and give my mother a deed for that property, as then there would be no disturbance, no law-suit against the new property, and she could hold it much safer, on account of the judgment being against the property in Canal street, he didn't feel safe about it. He said that this property would sell for enough to pay the mortgage on it, and leave enough to pay for the new house and lot, or nearly so: so at any rate as to leave only about two hundred dollars on it. He never said anything to me about who paid for the purchase money for the lot in Canal street; I knew about that before, and don't think he and I ever had a word together about that. I always un-  
30 derstood that Mr. Campfield purchased the property at sheriff's sale, one hundred dollars of the purchase money paid for the property at the sheriff's sale, was paid to my certain knowledge by Charles Taylor and Jacob Alyea, and there was a balance of something like fifty dollars that was paid by selling a strip of the lot to William Hall; I do not know exactly how much was given by William Hall for the strip, it was not far from fifty dollars; Mr. Alyea gave his note at six months for fifty dollars; the fifty dollars advanced by Mr. Taylor, was paid out of my salary; I was then living with him, and was under age at that time. I was attending  
40 dry goods store for Mr. Taylor. I was then living at home, boarding with my father and mother. I do not know how Mr. Alyea was paid for the advance he made. My father was working for him at the time I knew of the property being sold, at the time it was sold; after the sheriff's sale and until they moved to Pennington street, my father and mother continued to reside upon the property; during the time they lived there, until they moved and after the sale, the interest on the bond and mortgage was paid by the family; my mother paid it. I have had three or four conversations with Mr. Campfield about the property, but they were all about  
50 to the effect of the one I have related; he also said that he did not

want to hold it, that it was a trouble to him, and he wanted to get clear of it, but he was afraid my mother could'nt hold it. I think it was in the spring of 1844 that we moved to Pennington street; I am not positive about the date. In none of these conversations I have had with Mr. Campfield about the property, has he ever said that he had any interest in it, or that he had anything coming to him on it; for the last five or six years before his death, my father was not capable, I should think of transacting any business, he was very infirm in mind and body; in consequence of this, my mother attended to the affairs and business of the family; I have heard it 10 talked once at the house in Canal street as a family matter, that the money for the purpose of purchasing the property at sheriff's sale was originally raised by Capt. Beaston or through his agency; I can recollect no particular occasion when Mr. Campfield was present, but I know that he was present several times when it was talked over in this way; that the money was advanced by Captain Beaston for the purpose of having the property saved for the use of the family.

*And being cross-examined*, the witness says: My mother paid the interest on the mortgage, all that was paid, up to the time we moved 20 to Pennington street; I think the last six months' interest was not paid before we moved to Pennington street; I never heard anything to the contrary but what she paid the interest; I took most of the money myself.

*Question.*—Do you know that your mother and father paid all the interest that was paid on the mortgage, up to the time they moved into Pennington street?

*Answer.*—I know it as positively as a person could know it; I couldn't swear positively, to a question like that.

*Question.*—Do you or not know that Mr. Campfield paid part of 30 the interest on that mortgage, up to that time?

He never furnished any money to pay the interest on that mortgage, without it was the last six months we were there; as to that, I couldn't say; I do not know that he paid that; I am under the impression that it was not paid when we left there. I do not know when the property was sold under sheriff's sale; I think it was in the year 1839; as to this I am not positive. I think it was in the fall that Messrs. Alyea and Taylor advanced money, as spoken of; I think it was Hall purchased the strip; I think that same fall; I think the strip that Hall purchased was seven feet; I do not re- 40 member to whom Mr. Hall paid the purchase money, whether to my mother or to Mr. Campfield; that purchase money went to pay the balance that was over on the Beaston note; I heard Mr. Campfield say that that was what he wanted the money for; Mr. Campfield got the money. It was, I think, in the fall of 1843 that I had the conversation with Mr. Campfield about purchasing a lot out of town; it was when I worked for Mr. Reeves; it occurred in Broad street, in the neighborhood of Clinton street; we came down off of Mr. Campfield's shop stoop together; I told my mother, that

evening when I went home, about this conversation; I went expressly to see him on this business.

*Question.*—Had Mr. Campfield a shop in the neighborhood of Clinton street, in 1843?

*Answer.*—I am not positive as to the date of this conversation: he had a shop there when we had this conversation: I am not positive whether he had a shop there at that date or not; he has no shop there now; not at that place.

*Question.*—Do you know whether Mr. Campfield paid the Beas-  
10 ton note?

*Answer.*—I do not.

*Question.*—Was not your father a man who had his mind?

*Answer.*—He had not his right mind; not for some five or six years before his death. That is to say, not according to my judgment; he was not deranged; his memory was gone in a great measure; often times he would not have a distinct idea; no memory of anything; everything a confused mass with him; when he went about the streets, the last year of his life, he was alone.

*Question.*—Do you think he had his right mind when he filed the  
20 bill in Chancery in this cause?

I do not know: I don't think he was really competent for business, at certain times: his memory seemed to be very poor; he had the palsy: he had very little business to do: what he had to do, I don't know that others attended to for him: his mind was very much impaired, compared to what it was previously, before he had the stroke of palsy. He had the stroke of palsy about five years before his death: previous to that he was generally considered a man of sound mind: since that stroke of palsy, I noticed  
30 that energy about him that fitted a man for heavy business. It was after we had been in Pennington street some time. I do not know how long that Mr. Campfield was requested to make over this property to the family. I do not recollect when or to whom I have mentioned that conversation with Mr. Campfield, except my mother, as I stated before.

*And being re-examined in chief:* My father never, at any time, was in such a situation as not to know what he was about, not so as to be beside himself. I have heard Mr. Campfield speak about the Beaston note, about its not being paid: he said that it wasn't  
40 paid, that it ought to be paid, that Beaston was at him about it a number of times, and he couldn't pay it.

*Question.*—Did he say who ought to pay it?

I do not know that he did; but from the way it was talked about it was perfectly understood who ought to pay it, that was perfectly understood between us. [He expected the family to pay it, from the way it was talked about.—Objected to by solicitor of defendant.]

ROBERT C. BALDWIN.

Sworn and subscribed before me, at Newark, this 23d day of December, A. D. 1850.

*John Humphreys*, a witness, produced on the part of complainants, being duly sworn according to law, doth depose and say: I reside at Newark, I married a daughter of Jeremiah Baldwin, I know the premises, in question, in this cause. Mr. Campfield the defendant, told me they were sold at sheriff's sale, and that he was the purchaser at the sale. The sheriff's sale was had before my connection with the family. I have no interest in this cause: my wife and I have made a conveyance of our interest in the property in question in this cause. Mr. Baldwin and his family, at the time I married his daughter resided in Pennington street. I have had conversations with Mr. Campfield relative to this property. The first was in Mr. Campfield's shop in Broad street. He told me that father Baldwin had got in difficulty and the place in Canal street had been sold; that it was sold at sheriff's sale and he had a deed first; previous to which, however, he told me something about a deed which had been given him for it, but had never been recorded. He said that "Ma" wanted a deed for it, but he thought she couldn't hold it. He was willing, he stated, to give it up to any one they might say or designate; I forget exactly the words: that he wanted to get clear of it, he had trouble enough with it. He said that they had let a note of his get protested. He asked me, I believe at the same time, what he had best to do about it. I remarked that he had better keep it himself, I thought as far as I knew about it. He said that he didn't want to have anything more to do with the place; I think those were his words. I believe that was all at that conversation. He stated to me at another time that he should sell the property in Canal street he believed, that was the best he thought, and pay off the mortgage there was on the place, and invest the balance in a house and lot that would cost less, a smaller place. He stated to me either at that time or another, that the place had not cost him anything, and gave me to understand that he held it in trust for the old folks. I asked him at one of the interviews we had, about the note. He stated that he had given a note for between forty and fifty dollars, if I recollect right, that that note had been protested, wouldn't care a "damn" about it if it hadn't been for that; that was the language he used. He stated that he had to borrow that money, I forget whether from his brother or brother-in-law. I asked him if that money had never been paid back. He stated to me that there had been a strip of land sold off of the lot, and that had finally paid it. When I told him that he had better keep the deed himself, I had just been married and did not know that there was any trouble about the property, and I merely meant to say to him that he had better keep the title himself. He said that he had rather been forced into it, that he did not want to do it in the first place. I think he proposed to give the deed for the new property he proposed to buy to mother Baldwin. He was willing to do that, provided she could hold it. He distinctly said that he hadn't paid anything for the property, except the fifty dollars that he had borrowed, and that that had been repaid to him.

*Question.*—Did he state whether or not, when he purchased it, he had purchased it at the request of Mr. Baldwin?

I am very positive he did; he told me the property was sold on account of a judgment. [He gave me to understand that he had purchased it for the old folks.—Objected to by defendant's solicitor.] I cannot recollect the word he used; he always gave me to understand this in every conversation; he told me at the time that the money was borrowed from Capt. Beaston; I think the words that he used were that they (the old folks) had made some kind of a fix  
10 with Capt. Beaston. I think he said that Capt. Beaston held the note of forty or fifty dollars, that had been protested; he stated that the money had not been paid to Capt. Beaston as had been agreed upon, and that he had given this note to finish up the concern with Capt. Beaston. Father Baldwin was very feeble in his bodily health, for four or five years before his death; I think four years before his death he was able to work a little at least; about four years before his death he did a little work for Mr. Reeves, the carpenter; after that he didn't do anything, except a little work out in the lot, plant a little corn and potatoes, up to within about a  
20 year before his death; I believe he was of as sound a mind as I am or as he ever was while I knew him; he was forgetful at times, would forget at times when I asked him, but would afterwards answer me as clear as ever; he was never deranged in his intellect until just before his death and then there was something the matter with him more than common. I am somewhat familiar with rents in Newark, have been so for some last four or five years; I suppose the property had been worth on an average, one hundred dollars a year, from the year 1844 up to this time.

*And being cross examined,* the witness says: I was married in  
30 June, 1846; I had nothing to do with this business until after I was married; had no conversation with Mr. Campfield about this business until after I was married, and I do not recollect of any conversation with Mr. Baldwin at all on the subject; I think I have lived with Mrs. Baldwin for about two years from 1847; I lived with her after I was married; I have talked over this subject with her very often; have called on Mr. Whitehead about it for Mrs. Baldwin several times; have never made any threats about it.

*Question.*—Have you ever said that you would spend a hundred  
40 dollars of your own money to put Campfield through.

I do not think I have; I don't recollect of ever using any such language. I had offered to let the old lady have money previous to my failing in business; since that I haven't.

*Question.*—You say you have often talked over this matter with Mrs. Baldwin; can you distinguish between what you have heard from her, and what you have heard from Mr. Campfield?

I think I can; I haven't attended these examinations at a time when I didn't expect to become a witness; I have tried to recollect Campfield's conversation with expectation of being a witness  
50 in this cause; I haven't been to converse with Mr. Campfield, with

a view of being a witness in this cause; the conversations I had with him were before the cause was commenced, and when I didn't expect there would be any trouble about the matter; I have tried to recollect conversations with Campfield, when I expected to be called on as witness; I don't think I ever told Mr. Baldwin these conversations. Mr. Campfield told me that the money for the strip of land, went to pay for what he had advanced; I don't think he used the words, that he had that property in trust; I don't know that he did; I don't know that he had paid anything for that property.

He told me distinctly that he had not paid anything for that property. I am positive in stating this, that he had not paid anything except what he had borrowed and that had been repaid him. This I think was in the second conversation I had with him; couldn't say, don't think it was the first; I have had several with him; I gave the interest I have in the property to mother Baldwin; I got no consideration for it; I gave it to her as a gift; it was about two years ago when I failed in business; I have had more than one, more than two conversations with Mr. Campfield on this subject.

*And being re-examined in chief:* I had no agency in the commencement of this suit. I did not apply to the complainant's solicitor to commence this suit. The first interview I had with Mr. Whitehead about the matter, he sent for me, if I recollect right. The object of that interview was to ascertain what I knew about that property. When I have visited Mr. Whitehead since, it has been at the request of Mrs. Baldwin; in fact, I have never visited him of my own accord about this matter: I have spoken to him about it, when I have been there to see Mr. Runyon, who is my attorney. I am under no promise to pay, or under no obligations, directly or indirectly to pay Mr. Whitehead anything on account of the expenses of this suit: I believe there is an account of about twenty-five dollars, which a person owes me, that I have told mother Baldwin she might have, to go on account of the expenses of this suit, to turn with Mr. Whitehead, if she could. I understood that he held it in trust, from the fact that he said it cost him nothing, and that he wished to get clear of it afterwards. He told me that he was willing to convey it to some other person to hold for the old folks: he said he was willing to convey it to Robert, if "Ma" thought he could hold it.

JOHN HUMPHRYES, 40

Sworn and subscribed before me at Newark, this 23d day of December, A. D., 1850.

JNO. WHITEHEAD, *Master in Chancery.*

The solicitor of complainants offered in evidence a paper purporting to be a deed, executed by John Humphryes and wife and Robert C. Baldwin, dated August 23d, 1849, duly acknowledged before Asa Whitehead, Esq., a master in chancery of New Jersey, and I have marked the same exhibit W, No. 10, on the part of said complainants.

JNO. WHITEHEAD, *M. C. C.*

Monday, December thirtieth, A. D., 1850.—The parties met as before, pursuant to adjournment. Present Asa Whitehead, Esq., for complainants, and Frederick T. Frelinghuysen, Esq., for defendant.

*Charles Taylor*, a witness produced on the part of the complainants, being duly sworn, according to law, doth depose and say: I reside in the city of Newark; I knew Mr. Jeremiah Baldwin in his life time; I can't say that I know Mr. Campfield personally. Robert Baldwin, a son of Jeremiah Baldwin, lived with me at one  
10 time, as a clerk in a store. I knew Benjamin Beaston; Captain Beaston as he was called. In February, 1842, I gave a note for fifty dollars; the note was dated February seventeenth, A. D., 1842, at the request of Mr. Baldwin, Robert's father; Mr. Beaston received the note; it was made payable to him, [and as I understood at the time from Mr. Baldwin and Mr. Beaston, it was to pay to Mr. Beaston for a debt I supposed Mr. Baldwin owed him.—Objected to by defendant's solicitor.]

*Question*.—Did you understand, from what passed at the time, whether it was connected with the purchase of the house and lot  
20 then occupied by Mr. Baldwin in Canal street?

*Answer*.—That was my understanding at the time. (Objected to by defendant's solicitor.) I paid the note when it became due; there was money due from me to Mr. Baldwin, at the time the note was given, for Robert's services, and it was for that the note was advanced and charged to Mr. Baldwin, against Robert's services. I should think Robert was about sixteen or seventeen years old at that time; he boarded at home with his parents; he was not drawing full wages with me; I wouldn't be positive that the whole amount of the note was due at the time it was given, for Robert's  
30 services; if not, it became due afterwards, and the note was paid in that way to me.

*And being cross-examined*, the witness says:

*Question*.—Have you any knowledge for what purpose that note was procured of you, or to what it was applied, excepting as you have been informed by other persons than Mr. Campfield?

I can't say but that Mr. Campfield was there at the time the note was procured: if it was Mr. Campfield who was there at the time, I may have derived my information from him, as well as from Mr. Baldwin and Capt. Beaston. There were three or four there;  
40 came into the store and talked with me about giving the note, and I don't know but that one of them might have been Mr. Campfield.

*Question*.—Do you remember that Mr. Campfield ever spoke to you about that note?

I don't know that Mr. Campfield ever spoke to me about the note, because I don't know that he was one of those who came into the store to talk about it.

*Question*.—Do you remember of ever speaking to Mr. Campfield in your life?

I said that I did not know Mr. Campfield personally. I can't re-  
50 member whether he was one of those who came to me about the

note; there were several of them; I can only remember Mr. Baldwin and Capt. Beaston. If I had met Mr. Campfield before this evening in the street, I would not have known him; I don't know that I ever had any speaking acquaintance with him. I found the date and tenor of the note by reference to my bill books.

*And being re-examined in chief,* [I have no impression that Mr. Campfield was there, from his present appearance. The others who were there to see me, besides Mr. Baldwin and Capt. Beaston, appeared to be friends of Mr. Baldwin, urging me to give the note. —Objected to by Mr. Frelinghuysen.] It strikes me, now that his name is mentioned, that Jacob Aylea was one of those who called upon me relative to the note; I think he was one.

CHARLES TAYLOR.

Sworn and subscribed before me, at Newark, Dec, 30, 1850.

JNO. WHITEHEAD, M. C. C.

*Examination of witnesses taken in the above cause, before me, John Whitehead, one of the Masters and Examiners in the Court of Chancery, of the State of New Jersey, at the house of John Humphryes in the city of Newark, on this thirty-first day of Dec., one thousand eight hundred and fifty, at nine o'clock in the forenoon, on the part of the complainant: said examination being taken pursuant to notice, due service whereof was duly acknowledged by the solicitor of defendant. Present Asa Whitehead, Esq., for complainant, Frederick T. Frelinghuysen, for defendant.*

*Mrs. Eliza Humphryes, a witness produced on the part of the complainant being duly sworn according to law, doth depose and say: I reside in Newark, New Jersey; I am the daughter of Mr. Jeremiah Baldwin, now deceased, and of the complainant Mrs. Elizabeth Baldwin; I formerly lived with my parents in the house in Canal street; I remember the time they moved from there to Pennington street; I remember conversations that happened about that time between my mother and the defendant about moving and paying rent; I know it was the understanding between my mother and Mr. Campfield, that she should receive the rent of the house in Canal street, after paying the interest on the mortgage, to pay her rent with for the house in Pennington street; I know this because I heard them talking about it frequently, and I heard her tell him, that she would give him the first year's rent because she thought it had been trouble to him, and after that she would pay her rent if she could and take the money from the rent for the house in Canal street and build a kitchen with it in the rear; if not she would take it and pay her rent with it; Mr. Campfield didn't think he said that it would be any advantage to her to leave there and take the money to pay her rent with; he said fifty dollars was more than she could pay, that he had fifty dollars rent to pay, and she could not pay it unless*

she had the Canal street rent to pay it with; I very frequently heard the property spoken of in his presence, and with him; he never claimed the property as his, never said it was his; I don't know as I ever heard it particularly said whose it was; [he always appeared to understand it, as we understood it, not that it belonged to him at all, but that it belonged to my father.—Objected to by defendant's solicitor.]

Whilst my father and mother lived there, they never paid any rent to Mr. Campfield to my knowledge; while we lived there, my mother always paid the interest on the mortgage; I have known her to go and pay it, and I have gone myself and paid it; the way she got the money was, she earned it; I recollect the little strip being sold to Mr. Hall; I recollect Mr. Hall's coming in and bargaining with my mother for it; my mother did make a bargain with Mr. Hall for the sale of that strip. The object of selling it was to raise the money to pay a note; I think I have heard Mr. Campfield say, since we left there, how much rent he received for the house in Canal street, but I am not certain as to the amount he said he received; I never heard my mother ask Mr. Campfield to make a deed for the property to any other person; I have two brothers and two sisters, Esther Ann, married to the defendant, Matilda, married to William A. Watkins of New York, Robert C. Baldwin and Edward L. Baldwin.

*And being cross-examined*, the witness says: I have signed a release to my mother for my interest in this property. I received no consideration for it. I did it because I was willing to do it as a gift. I believe it was done so as to enable my mother to prosecute this suit in her own name. The release was signed, I should think, about a year since; I can't recollect exactly. The subject of this property I have frequently heard talked over in the family: I have frequently heard it talked over; how often I couldn't tell nor the dates. I can't recollect the persons who were by; I can't recollect what particular conversations were had, when particular persons were present. My father and mother moved to Pennington street seven years ago, next April. I never knew of Mr. Campfield's paying rent to my mother at all; he did not pay it that year; I suppose my mother did not call on him for the rent that year: she told him she would give it to him. Mr. Campfield didn't urge my mother to stay in the house in Canal street any more than by telling her, that she wouldn't be making anything to leave. My mother thought it would be for her advantage to go to Pennington street.

*Question.*—Did your mother say she would never live in the house in Canal street again?

She said she would leave the house and go to Pennington street and make the house more comfortable, before she would come back again.

*Question.*—Didn't you hear your mother say, when she left the house in Canal street or at some other time, that the house was Mr. Campfield's, and he must do with it as he pleased?

50 No, sir: I never heard her say anything of the kind. I think

my mother always paid the taxes, interest and repairs of the house, while she lived in it. I don't know any other reason that Mr. Campfield didn't pay my mother the rent, than that he wanted it himself. My mother left the house because she thought she could make a better living down in Pennington street: my brother was learning a trade in that neighborhood, and he could board with her. The house in Pennington street was a two-story house, considerably larger than the house in Canal street; we rented the lower part five or six years: the rent of the house in Canal street was considerably more than the rent we paid in Pennington street. The time I heard conversations between my mother and the defendant was when we were talking about leaving Canal street and going down to Pennington street. We have often spoken of this matter since this suit was commenced: I haven't said much about it. My mother has not called things to my mind; hasn't called conversations to mind, that I recollect of. She has frequently spoken of the subject before me. I didn't understand that I couldn't be a witness without signing that release. I don't recollect that anything was said to me about being a witness. I don't remember that Mr. Whitehead said anything about my being a witness, or that he suggested the propriety of my signing the release. I don't know that I can tell who first suggested the signing of the release: I was willing to do it, and did it. Mr. Whitehead brought the deed to me. I don't recollect of ever seeing the deed before the time he brought it to me. I did not request him to make out the deed for me.

*And being re-examined in chief:* There were no other persons present generally at the conversations about the house, except my mother, Mr. Campfield and myself.

*And being re-cross-examined,* the witness says: I couldn't tell how many conversations were had when my mother and Mr. Campfield and myself were present. I can't tell at what date these conversations were had. There was more than one such conversation, and I think it is probable there were more than three. I did not at that time anticipate any trouble on this subject. I suppose those conversations were some seven years ago. I don't know of anything particular to impress them on my mind. I heard my mother tell Mr. Campfield that she would return to the house in Canal street, after the house had been put in better order. Mr. Campfield raised no objection to her coming back.

*Question.*—Can you remember at this time whether he made any answer, and if so, what, the conversation being about seven years ago?

I don't know that I recollect his words. I don't now recollect that he said anything at all.

ELIZA HUMPHRYES.

Sworn and subscribed before me at Newark, this 31st day of December, A. D., 1850.

JNO. WHITEHEAD, M. C. C.

*Examination of witnesses taken in the above cause, before me, Theodore Frelinghuysen, Jr., one of the Masters and Examiners in the Court of Chancery, of the State of New Jersey, at my office, in the city of Newark, on this twenty-first day of July, A. D., one thousand eight hundred and fifty one, on the part of the defendant, upon due notice admitted. Present Asa Whitehead, Esq., for complainant, Frederick T. Frelinghuysen, for defendant.*

Mary Hall, a witness produced, sworn and examined on the part of the defendant, deposes and saith: I know the property where Jeremiah Baldwin formerly lived, on South Canal street. Mrs. Elizabeth Baldwin has spoken to me frequently on the subject of that property, in possession of Edward Campfield.

*Question.*—What did Mrs. Elizabeth Baldwin say as to the ownership of that property by Edward Campfield? (Mr. Whitehead objects to the conversation of Mrs. Baldwin being given in evidence.)

She said her husband was in some trouble in relation to some debts, a note and something else, and if Mr. Hall would purchase seven feet of land adjoining to us, I think it was fifty dollars, that with something else, would meet the debt and leave six dollars, and that she intended to give to Mr. Campfield, for he was a poor man, for his trouble. I have never heard her say whether Mr. Campfield was the owner or not of that property. I do not remember Mrs. Baldwin's saying anything in relation to the property when she moved away; she said it was put in her son-in-law's hands, and she expected to come back again to the property.

*Question.*—Did you not tell Mrs. Campfield that Mrs. Baldwin told you the property belonged to Campfield and that she never expected to have anything to do with it?

It could not be, for I have always intended to tell the truth and I never heard so. I am acquainted with Mrs. Campfield; have not been in her company an hour for many years.

*Cross-examined* by Mr. Whitehead, says: Mr. Hall purchased the seven feet off the lot; I spoke to him about it; he said he would: he made the bargain with Mrs. Elizabeth Baldwin. When Mrs. Baldwin removed from that house, I don't remember that she told me anything what the reasons were of her removing; she had given me her reasons before that, that Mr. Campfield would pay her rent where she was going to; the money that was coming from the rent of Mr. Campfield would pay the rent of the other; she said the rent would pay the interest on a six hundred dollar mortgage, which was on the property also. The rent which she said would pay the rent of the other house, was to come from the house in Canal street.

*Question.*—Did Mrs. Baldwin ever say that the house was ever held by Campfield in trust.

Yes, she always said so. I understood the property was bought with that debt on it, and she was to raise the money to pay it.

*Re-examined. Question.*—Did Mrs. Baldwin say that Campfield held that property in trust or did she say that Campfield held it so that their creditors should not take it away from them?

I think she expected some other debt was coming against them.

*Question.*—Did you understand that this property was put in Campfield's hands only to protect it from creditors?

I always understood it so.

*Cross-examined:* I knew about the sheriff's sale in the time of 10  
it; I always understood that the property was bought in for the benefit of the family, at the request of some member of the family; (objected to by Mr. Frelinghuysen.) I never had any conversation with Mr. Baldwin about it; Mrs. Baldwin told me, her son had worked to raise money, besides this fifty dollars, towards paying the sheriff; Mrs. Baldwin has told me about raising money by borrowing from Mr. Alyea and Captain Beaston for the purpose of paying towards the place. MARY HALL.

Taken, sworn and subscribed, July 21st, 1851, at Newark, N. J. before me. 20

T. FRELINGHUYSEN, JR., M. C. C.

Garret Sandford a witness produced, sworn and examined on the part of the defendant, deposeth and saith: I knew Jeremiah Baldwin and know Edward Campfield; I know the property in South Canal street, that Jeremiah Baldwin formerly occupied; I have heard Jeremiah Baldwin say who owned that property, I have heard him say he owned it himself, I have heard him say that Edward Campfield had bought it; don't remember distinctly when it was, seven, eight, or nine years ago; when he told me Campfield had bought it, perhaps longer, don't remember the time exactly. 30

*Cross-examined:* I think I understood him that the property was sold at sheriff's sale; I was not at the sale; I understood him so at the time. About his owning the property himself, the conversation was prior to the conversation when he told me Campfield had bought it.

*Question.*—Whether Mr. Baldwin ever told you that Campfield had refused to deed the property to him, or refused to do as he agreed, or had deceived him. (Objected to by Mr. Frelinghuysen.)

About two or three years ago, don't remember how long, he told me they were about commencing a suit in chancery, and in 40 speaking of Campfield, he was afraid the boy was going to deceive him, or had or would deceive him, or something to that effect. It was in reference to this property that he spoke; he either said, the business was then or was to be put in Mr. Whitehead's hands.

G. SANDFORD.

Taken, sworn and subscribed, July 21st, 1851, at Newark, N. J. before me.

T. FRELINGHUYSEN, JR., M. C. C.

*Stephen R. Grover*, a witness produced, sworn and examined on the part of the defendant, deposed and saith: I knew Jeremiah Baldwin, and know Edward Campfield; I know where the premises lie, formerly occupied by Jeremiah Baldwin. Mr. Jeremiah Baldwin either told me who had owned it or who had bought it, and my impression is he told me Mr. Campfield had bought it. I knew that Mr. Campfield had bought it. Mr. Baldwin was frequently in my office on the subject, and Mr. Campfield was with him. I knew the fact from being the attorney in the judgment upon which the property was sold. I can state what my impressions are, from conversations I had with Mr. Baldwin and Mr. Campfield, but whether before or after the sale, I can't say. I got this impression that Mr. Baldwin had previously to the sheriff's sale and to the judgment, conveyed this property to Mr. Campfield, but for what purpose or what the consideration was, I don't know. After the judgment was obtained against Mr. Slough and Mr. Baldwin, and execution was issued, and the sheriff levied on that property and sold it, and I understood from the parties that Mr. Campfield bought it. Mr. Baldwin and Mr. Campfield were at my office and talked about the property after the sale. There was a payment made there by Mr. Campfield, or some one for him, which I acknowledged. On the 15th of April, A. D., 1840, Mr. Campfield, or some one for him, paid me forty-five dollars, and an agreement was entered into by myself, as attorney for the plaintiff, to wait for the balance of the purchase money, on giving Jacob Alyea as security, for nine months. I can't say who I made that agreement with; I think Mr. Campfield was there at the time, and I think Mr. Baldwin was there.

*Cross-examined* by Mr. Whitehead: the date of that payment was April 15th, 1840; I do not know whether that payment was made or not before the deed was delivered; I do not remember whether or not part of that money was paid by Mr. Charles Taylor; upon hearing his name mentioned now, my impression is he was present as a friend of one of the parties—mere impression, however. I have no distinct recollection as to anything being said about Campfield's holding the property for the benefit of the family, and to give the family an opportunity of raising the money, or that time was asked to give the family an opportunity of raising the money.

40 *Question*.—Whether, from what was said or took place before you, you inferred or got the impression that Mr. Campfield bought the property for the benefit of Mr. Baldwin or his family? (Objected to by Mr. Frelinghuysen.)

From the relation of the parties, from the manner in which the business was transacted, I got the impression that it was for the benefit of Mr. Baldwin and his family, although I can't recollect any particular conversation from which I got that impression. I have understood Mr. Baldwin's family lived on the property some time after the sale. Mr. Campfield is a book-binder I believe.

50 Witness being shown exhibit F. No. 2, on part of the defendant,

says: that part of the paper containing the names of the grantors, appears to have been torn off, and subsequently attached by a piece of paper and paste. I can't say whether it has been in a press or not; it appears to be very neatly done. Mr. Baldwin, a number of years before his death, was paralytic. I was very well acquainted with Mr. Baldwin, and I thought it had the effect of making him irritable: he got about with a good deal of difficulty: he was often in my office: my impression is he was not afflicted with this to any very great extent before the sheriff's sale, couldn't say positively.

S. R. GROVER, <sup>10</sup>

Taken, sworn and subscribed, July 21st, 1851, at Newark, N. J.  
before me,

T. FRELINGHUYSEN, JR., *Master and Ex. in Chancery.*

The defendant's solicitor produced and exhibited before me two paper writings, which I have marked exhibits F. No. 1 and F. No. 2, on part of the defendant, in the above stated cause.

T. FRELINGHUYSEN, JR., *Master and Ex. in Chancery.*

The Chancellor made a decree in the Term  
1852, dismissing the Complainant's  
with costs, which decree is appealed of

