

NEW JERSEY

Court of Errors and Appeals. 1

Between	}	On Bill of Appeal.
JOHN T. BRICKEL and Wife and JOHN		
H. VREELAND,		
Appellants,		
<i>and</i>		
JOHN H. V. VANDUYNE,		
Appellee.		

Bill of Complaint.

IN CHANCERY OF NEW JERSEY.

To the Honorable BENJAMIN WILLIAMSON, Chancellor of the State of New Jersey :

Humbly complaining, shows unto your Honor, your orator, John H. V. Vanduyne, of the township of Pequannock, in the county of Morris and State of New Jersey : That he was thirty-three years of age on the twenty-second day of March, eighteen hundred and fifty-five ; that his father was Nicholas Vanduyne, late of the said township of Pequannock, and that the mother of your orator, the wife of the said Nicholas Vanduyne, was the sister of Rachel, the first wife of John H. Vreeland, one of the defendants in this suit.

And your orator further shows, that the said John H.

- 2 Vreeland has resided in the said township of Pequannock for forty years last past and more, and now resides there ; that said Vreeland never begat any children ; and living about four miles from the residence of your orator's father, and being on friendly and sociable terms with your orator's father and his family, and having no children of their own, they, the said John H. Vreeland and Rachel his wife, almost as soon as your orator was born, requested the father and mother of your orator to let them, the said John H. Vreeland and wife, have and take your orator, and to permit them to adopt and keep your orator as their own son ;
- 3 and as an inducement to your orator's parents to comply with their request respecting your orator, they, the said John H. Vreeland and Rachel his wife, promised and assured your orator's parents that they would treat your orator as their own son, and that all the property which they had should be given to your orator, so that it would belong to your orator when they died.

- And your orator further shows, that after much persuasion and importunity on the part of the said John H.
- 4 Vreeland and Rachel his wife, and after repeatedly promising and assuring them in substance and effect that all the property they owned should ultimately and at their decease become your orator's, and that during their lives your orator should be cared and provided for by them as a natural son would be cared and provided for by his parents, the parents of your orator, with much reluctance, permitted said John H. Vreeland and wife to adopt your orator as their own son, and accordingly when your orator was only about eight weeks old the said Vreeland and his
- 5 wife took your orator to the church at Montville and had him baptized with the name of said Vreeland, said Vreeland and his wife presenting your orator for baptism, and making the vows and promises usually made by parents on such occasions ; and when your orator was about one year old, said John H. Vreeland and wife took your orator to their own house, and from that time until your orator was about twenty-one years of age, and until after his marriage, he went and was entirely known and called by the name of John H. Vreeland.

And your orator further shows, that he was married on

the tenth day of April, 1841, and that he continued to live 6
 with and work for said John H. Vreeland, and as his son,
 from the time he first went to live with him until about a
 year after he was married. That about one year after your
 orator was married he commenced housekeeping on a lot
 of about ten acres adjoining the homestead farm of the
 said John H. Vreeland, but he continued to work for said
 John H. Vreeland on his farm and about his business all of
 the time until your orator was about twenty-five years of
 age, and after that your orator continued to work for said
 John H. Vreeland a great part, but not all of the time, un- 7
 til the spring of the year 1854, since when he has not
 worked any for said John H. Vreeland, nor been requested
 to do so.

And your orator further shows, that as soon as he went
 to live with said John H. Vreeland, said Vreeland and his
 wife both taught your orator to call said Vreeland "father"
 and his wife "mother," and your orator did so call them,
 and continued to do so as long as he lived with them, and
 so much was your orator called and treated as the son of
 the said John H. Vreeland and Rachel his wife, that he 8
 supposed they were his parents, and did not know differ-
 ently until he was about ten or twelve years of age.

And your orator further shows, that when he was about
 eight years of age, the said John H. Vreeland was in ill
 health and was about to make his last will and testament,
 but before doing so he sent for your orator's father, who
 went to see said Vreeland, and the latter then inquired of
 your orator's father whether he intended to allow your
 orator to remain with him, said Vreeland, as his, said Vree-
 lad's son, because he, said Vreeland, was about to make his 9
 will and testament, and if your orator was to be permitted
 to remain with him as his son, he intended to devise and
 bequeath all his property to your orator; that your orator's
 father then and there, in answer to said Vreeland, replied
 in substance and effect that if he, said Vreeland, intended
 to and would do for and with your orator as he, said Vree-
 land, had promised to do when he took your orator, he,
 your orator's father, did not intend to take your orator
 away, and never had, and thereupon said Vreeland told

- 10 your orator's father that he did intend to do as he had promised when he took your orator.

And your orator further shows that he is informed, and believes it is true, that near to the time of the interview last above mentioned, the said John H. Vreeland did make and execute in due form of law a last will and testament in writing, in and by which he did devise and bequeath to your orator all of his property ; but inasmuch as your orator never saw the said will, has no copy thereof, and does not know whether the same is now in existence, he cannot

11 more particularly state the contents thereof, nor what provision was therein made for the then wife of the said John H. Vreeland ; but your orator has been informed, and he believes and charges, that whatever was so given to the wife of the said John H. Vreeland in and by the said will, was given to her for her lifetime only, with remainder in fee to your orator.

- And your orator further shows that when he was about sixteen years of age, his father, thinking it would be well for your orator to learn some mechanical trade at all events,
- 12 and very important if the said John H. Vreeland should not do for your orator as he had promised to do, asked said Vreeland whether your orator had not better have a trade, or words to that effect, to which said Vreeland in substance and effect replied, that there was no use in your orator's going to a trade as he had trade enough for your orator, and that he could not spare your orator, nor put any one in the place of your orator for two hundred dollars a year who would do as well at his work and business as your orator, and that he, said Vreeland, would see that
- 13 your orator should have enough and be better provided for than if he learned a trade, that he had always intended to give all his property to your orator, and would do so. And thereupon your orator and his parents, relying upon and confiding in that promise, your orator continued to live with said John H. Vreeland as he had done before, and by reason of those promises of said Vreeland, your orator never went to learn a trade, and never learned one.

And your orator further shows that his father so implicitly and fully relied upon the promises and assurances so as aforesaid made to him in respect to your orator, by the

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said John H. Vreeland and wife, that when the father of
 your orator, shortly before his death, made his last will and
 testament, bearing date October the third, 1842, he gave
 nothing to your orator thereby, but he gave to his wife the
 use of nearly his whole estate during her widowhood or
 natural life, and divided the remainder thereof equally
 among all his children, excepting your orator's brother
 Stephen, who was given four hundred dollars more than the
 others, and excepting your orator, who was given nothing
 in and by the said will, as by reference to a duly certified
 copy of said will, to which your orator prays leave to refer, 15
 will more fully appear.

And your orator further shows that the value of his
 father's estate was about seven thousand dollars, and that
 your orator had at the death of his father six brothers and
 one sister, and that the reason and the only reason why the
 father of your orator did not by his last will and testament
 give to your orator a share of his property equal with your
 orator's brothers' and sister's share thereof, was because the
 said John H. Vreeland had so frequently and unqualifiedly
 promised and assured him that he, the said John H. Vree- 16
 land, would give by his last will to your orator all his, said
 Vreeland's, property—which, if done, would give to your
 orator more property than any of your orator's brothers or
 sister would receive from their father; and your orator is
 informed and believes, and charges, that your orator's father,
 when his last will and testament was being drawn, stated
 to the scrivener who drew said will his reason for not giv-
 ing anything to your orator thereby, and that the reason he
 then assigned was, substantially, the same one above stated,
 and your orator shows and charges that had not said Vree- 17
 land made the assurances to your orator's father in respect
 to your orator, as hereinbefore stated, and had not your
 orator's father confided in and relied upon the said assur-
 ances and promises, your orator's father would have be-
 queathed and devised to your orator a share of his estate
 equal to the shares he gave to your orator's sister and
 brothers.

And your orator further shows that his father departed
 this life in the latter part of the month of October, eigh-
 teen hundred and forty-two, without having ever revoked

18 and annulled or cancelled the will so made by him as here-
inbefore stated, by means whereof all the property of your
orator's father passed to other persons than your orator, and
your orator has received no part thereof.

And your orator further shows that so fully and distinct-
ly did Rachel, the first wife of the said John H. Vreeland,
understand and acknowledge that your orator had become
the adopted son of her and her said husband, upon the un-
derstanding and agreement that their said property should
be left and given to your orator at their death, that on or
19 about the twenty-sixth day of May, 1848, said Rachel made
what purported to be her last will and testament, bearing
date the day and year last aforesaid, in and by which she
gave and devised to your orator, in fee simple, all her
lands, tenements and real estate whatsoever and whereso-
ever situated; that said will was executed in the presence
of three subscribing witnesses, and was made by the said
Rachel under the belief that she could make a valid last
will and testament, devising such lands as she owned in
fee; and although the said last mentioned will by reason of
20 the coverture of the said Rachel was null and void, and
your orator took nothing thereby, yet your orator submits
that the making of said will by said Rachel clearly shows
how she understood and regarded the obligations under
which she and her husband rested as to your orator, and
that she was willing and desirous to perform and discharge
the same on her part.

And your orator further shows that said Rachel departed
this life on or about the eighteenth day of March, 1849,
and your orator prays leave to refer to a duly certified copy
21 of the said last will and testament of said Rachel, if he
shall be advised so to do.

And your orator further shows that the said John H.
Vreeland not only frequently promised and assured the
father and the mother of your orator that he would, in
consideration of your orator having been adopted by him,
said Vreeland, as his son, leave and give to your orator all
of his property, and that your orator at his death should
have and receive from him all his property and estate, but
he also frequently, and times more than your orator can
enumerate, promised to and assured your orator of the same

thing, making to your orator such promises and assurances 22
 from time to time, from the time your orator was about
 sixteen years of age until the year 1854, and your orator
 believed in and relied upon those promises and assurances,
 and in consideration thereof, lived with and worked for the
 said John H. Vreeland, and endeavored to the best of his
 power and ability faithfully and devotedly to serve him,
 and to deport himself in all respects as a dutiful son should
 do towards his father, and until after the second marriage
 of the said John H. Vreeland, the service and conduct of
 your orator for and towards the said John H. Vreeland 23
 were satisfactory to him, and he frequently expressed his
 approbation of the conduct of your orator, and his favora-
 ble appreciation of the services of your orator, not only to
 your orator, but to and in the hearing of many other per-
 sons.

And your orator further shows that the said John H.
 Vreeland from the year 1823, until about the year 1854,
 not only promised to your orator and his parents to treat
 your orator as his son, and give him, at his death, all of his
 property ; but said Vreeland during all that period admitted, 24
 from time to time, that he had made such promises, and he,
 said Vreeland, during nearly all that time, your orator has
 no doubt, intended so to do, and in accordance with that
 purpose and intention, between the year 1823 and the first
 of January 1843, as your orator has been credibly informed
 and believes, said Vreeland made at least two different
 wills and testaments, in and by both of which, after making
 provision for the support of his wife during her lifetime, he
 gave all or nearly all of the residue of his property to your
 orator. 25

And your orator further shows, that he has been informed
 and he believes and charges, that one of the two last men-
 tioned wills was written by Dr. Ezekiel B. Gaines, and the
 other one by Marcus D. L. Gaines, and your orator prays
 that in case the said wills or either of them are or is in ex-
 istence, your orator not having them, or either of them, and
 not knowing where they are, the said John H. Vreeland
 may be ordered and required to produce them, that they
 may be offered in evidence in this cause.

And your orator further shows, that he is informed and

26 believes, that on or about the fourth day of January, 1843, the said John H. Vreeland made and executed, in due form of law, another will and testament, bearing date the day and year last aforesaid, and which was drawn by one George G. Sickles, now a counsellor at law in the city of New York, in and by which last mentioned will said Vreeland gave legacies to two persons, amounting to fifty-one dollars, bequeathed some personal property to your orator, the residue to his wife Rachel, and gave to your orator all his lands and real estate, after the death of his said wife Rachel, in fee, subject only to the payment of nine dollars

27 annually, to the true Reformed Dutch Church of Montville, in half-yearly payments, subject to certain qualifications and conditions, upon the happiness of which said payments to said church should cease. And your orator and one Abraham C. Vanduyne, in and by the said last mentioned will, were appointed the executors thereof.

And your orator further shows, that in and by the said last mentioned will, the said John H. Vreeland describes and calls your orator as "my adopted son John Henry V.

28 Vanduyne," and "my beloved adopted son, John Henry V. Vanduyne, the son of Nicholas M. Vanduyne," as by reference to the said will, now in possession of, or under the control of the said John H. Vreeland, will more fully and at large appear, to which, when produced by the said John H. Vreeland, as your orator prays it may be, under the order of this Court, your orator prays leave to refer, and he also prays leave to refer to a copy of the said last mentioned will, in case the original shall or cannot be produced, and a copy thereof can be procured.

29 And your orator further shows, that he has been informed and believes, that after the making of the last mentioned will, and before the death of his wife, Rachel, but the exact year or time your orator does not know, the said John H. Vreeland made another will and testament, which was written by one Josiah Speer, in and by which he made some not important provisions as to other persons than your orator, slightly different from the will made on the 4th of January, 1843, but made new devises and bequests in favor of your orator, substantially the same as those made in his favor in the will dated 4th January, 1843, which last

made will, your orator charges, is in the possession of said 30
Vreeland, and your orator prays that he may be required
by the order of this Court to produce it, that your orator
may offer the same in evidence.

And your orator further shows, that he has been informed
by the said John H. Vreeland, as well as by others, and he
believes it is true, that shortly after the death of Rachel,
the first wife of said John H. Vreeland, he, said Vreeland,
made another will and testament, also written by Josiah
Speer, the date of which your orator does not know, in and
by which said Vreeland, as he informed your orator, de- 31
vised and bequeathed all his estate, real and personal, to
your orator, saving and excepting a few small bequests to
other persons, not amounting in the aggregate to over one
hundred dollars, which last mentioned will, your orator
charges, is in said Vreeland's possession, and he prays that
said Vreeland may be ordered and required to also produce
this last mentioned will and testament that it may be of-
fered in evidence by your orator.

And your orator further shows unto your Honor, that
about the month of September, 1849, the said John H. 32
Vreeland intermarried with one Maria Ackerson, a widow,
and that shortly after his said second marriage, said Vree-
land made another will and testament, in and by which
said Vreeland, as he informed your orator, provided for
the payment, to his second wife, of a certain sum yearly,
during her natural life, or widowhood, for her support, but
the amount thereof your orator does not remember, and
by the said last mentioned will, gave to your orator the
residue of his property, excepting one or two very small
and unimportant legacies. And your orator likewise prays 33
that said Vreeland may be required, by the order of this
Court, to produce the said last mentioned will, that your
orator may offer the same in evidence in this cause, he,
said Vreeland, having, as your orator charges, possession
thereof.

And your orator further shows, that he has been in-
formed, and he believes it is true, that about a year after
the said second marriage of said Vreeland, he, said Vree-
land, made and executed another will, which was written
by one Doctor Maynard, the provisions of which are un-

- 34 known to your orator, except that he has been informed and believes that it gave nothing whatever to your orator, but gave all the property of said Vreeland to other persons. And your orator further shows, that he has been informed and he believes it to be true, that about the spring of the year 1854, the said John H. Vreeland made still another will and testament, which was written by one Jonathan Provost, and which, so far as your orator is concerned, was the same in its provisions, as the last preceding will written by Dr. Maynard; and your orator further prays, that said John H.
- 35 Vreeland, by the order of this honorable Court, may be required to produce the two last mentioned wills, that they may be offered in evidence by your orator in this cause, said Vreeland having the possession or control of both of said wills.

- And your orator further shows, that he has been informed, and he believes and charges it to be true, that since the year 1823, said Vreeland has made several wills besides those hereinbefore particularly mentioned, and that in all of the wills which said Vreeland made from the year 1823,
- 36 until his second marriage, he devised and bequeathed to your orator all, or the principal part of his property.

- And your orator shows, as herein before stated, that up to, and until after the second marriage of the said John H. Vreeland, your orator continued to live upon the most friendly terms with said Vreeland, and without dispute or complaint of any kind existing between them, your orator endeavoring to serve the said John H. Vreeland faithfully, and he expressing himself satisfied with your orator's conduct, your orator resided, after he commenced keeping
- 37 house, and until the spring of 1854, about one-eighth of a mile from the residence of said Vreeland, and during all that time served said Vreeland, whenever requested so to do, and in whatever service he required, and particularly in taking his produce to market and selling it for him.

And your orator further shows that said Vreeland had, and received for his own benefit and the labor of your orator, from the time your orator was old enough to do any work, until he was twenty-five years of age, and from the time last mentioned until the spring of the year 1854, a considerable part of the time of your orator, and as near as

he can tell, one-half of his time was devoted to working 38
 and laboring for the said Vreeland. That your orator
 never kept any account of his said work and labor against
 said Vreeland, and so far as your orator knows, and as he
 believes said Vreeland never kept any accounts against
 your orator for anything your orator had or received from
 him, but your orator and said Vreeland lived and worked
 and dealt together, as father and son do, where perfect good
 feeling and confidence exists between them. And although
 your orator, owing to the fact that no accounts have been
 kept by him, is enabled to tell how much the value of the 39
 labor he has done for said Vreeland exceeds the value of
 what he has received from said Vreeland, yet he thinks
 and believes that the balance, if rightfully and justly made
 up, would be from fifteen hundred to two thousand dollars
 in his favor, and among his reasons for so believing, are the
 facts that he did a great deal of useful work for Vreeland,
 on his farm, before he was twelve years of age; that your
 orator, after he was twelve years of age, never went to
 school, but stayed with said Vreeland, devoting himself all
 the time to the service of said Vreeland, upon and about 40
 his farm; your orator, as early as when he was only twelve
 years of age, ploughed and mowed, and did all kinds of
 farming work, and soon after the age of twelve years your
 orator did as much work for said Vreeland every day as
 any workman he, said Vreeland, could employ, and so con-
 tinued to labor until your orator was twenty-five years of
 age, said Vreeland never pretending to pay your orator
 anything in the shape of wages.

And your orator further shows that for some months
 after the second marriage of said Vreeland, his manner to- 41
 wards your orator was very much the same as it had always
 previously been; but in the latter part of July, in the year
 1850, said Vreeland seemed altered in his manner towards
 your orator, and appeared to be in some way dissatisfied
 with and hostile towards your orator, but he made no com-
 plaints or charges against your orator, to your orator, and
 your orator did not know and could not see any real cause
 for his altered deportment, and no disputes occurred be-
 tween him and your orator, and your orator in the latter
 part of the summer, and in the fall of that year, did con-

- 42 siderable work and labor for said Vreeland, as he had previously worked, and matters combined in pretty much the same way, until the winter of 1853-'4, but on one or two occasions, between the year 1851, and the year 1854, said Vreeland requested your orator to give him a receipt in full, and in that and in other ways indicated that his feelings towards your orator were changed, and that he wished to cast off and cut off your orator from him. Your orator attributed, and as he believes, correctly, the changed demeanor of said Vreeland towards your orator to the influence of his, said Vreeland's, wife, she, by her conduct and manner, clearly to be seen, but not easily to be described, soon after she came to said Vreeland's house, showed to your orator that she felt unfriendly towards him, and disliked to see said Vreeland reposing confidence in your orator, she doing all she could, as your orator believes, to cause an estrangement between them, said Vreeland and your orator. But during all this time no dispute or quarrel took place between said Vreeland and your orator, and up to the year 1854, said Vreeland continued to assure your
- 44 orator that all his, said Vreeland's, property would, at and soon after his death, be your orator's, and never informed your orator, nor gave him to understand, that he had made any will or wills, by which all of his property was devised and bequeathed to other persons than your orator; and your orator further shows, that he never heard of said wills as those last mentioned, until after the spring of the year 1854, and all he has since learned in reference thereto has been learned from other persons than the defendants.
- 45 And your orator further shows that seeing the unfriendly state of feelings had towards your orator, by the wife of said Vreeland, and his, at times, changed manner towards your orator, fearing that if your orator continued near him, and working for him, some quarrel or dispute would arise, and hearing that said Vreeland said he was not going to have anything more to do with your orator; your orator, about the 1st of April, 1854, removed from the place where he had previously resided to another place, about four miles distant, where he has ever since resided, and since he so removed he has not worked for said Vreeland, and had

but little intercourse with him, and since he so removed 46
 said Vreeland has never requested your orator to work for
 or assist him, nor did your orator ever, at any time, when
 he was not sick and unable to work, refuse to work for or
 assist said Vreeland, when requested so to do.

And your orator further shows that said Vreeland is now
 aged about sixty-seven years, and is whimsical and change-
 able in his disposition, and very liable to be influenced and
 misled. And your orator has been informed and believes,
 and he charges it to be true, that shortly after the making
 of the deed of conveyance, hereinafter mentioned, John T. 47
 Brickell, one of the grantees therein named, said and de-
 clared that the said John H. Vreeland was crazy, and was
 not, a great deal of the time, fit to transact any business,
 and did not know what he was about, or words to that pur-
 port, meaning and effect.

And your orator further shows unto your Honor, that
 the said second wife of the said John H. Vreeland, by her
 first husband had three children, two sons and one daugh-
 ter, the latter named Elizabeth, and that the said daughter
 intermarried with and now is the wife of John T. Brick- 48
 ell; that soon after the second marriage of said Vreeland,
 and while your orator lived near to and worked for said
 Vreeland, said Brickell and his wife commenced visiting
 said Vreeland, and frequently visited at his house, between
 the year 1849 and the year 1854, and during that period
 said Vreeland and his wife frequently made long visits to
 said Brickell, who then lived in the county of Bergen, in
 this State. And your orator is informed, and he believes,
 and he charges it to be true, that during the period which
 intervened between the year 1849, and the making of the 49
 deed, hereinafter mentioned, said John T. Brickell and his
 wife, both frequently were told by said John H. Vreeland
 and his wife, or one of them, and by other persons, and well
 knew and had full notice of all the facts and circumstances
 connected with your orator's becoming the adopted son of
 said John H. Vreeland, as hereinbefore stated, that said
 Vreeland had adopted your orator as his son, and had pro-
 mised to give your orator, after his death, all the bulk of
 his property; that he, said Vreeland, had made several
 wills and testaments, making such disposition of his pro-

50 perty, and also that your orator, upon the faith of the fulfilment of those promises, by said Vreeland, had lived with and worked for said Vreeland from early childhood until he was thirty years of age.

And your orator further shows that said John H. Vreeland being so circumstanced with reference to your orator, as hereinbefore stated, and said John T. Brickell and Elizabeth his wife, having full notice and knowledge of all those circumstances, or of some of the most material of them, in order to cheat, injure and defraud your orator, the said

51 John H. Vreeland and Maria his wife, on or about the eighth day of November, 1854, made, executed and delivered, under their respective hands and seals, a certain deed or indenture of conveyance, bearing date the day and year last aforesaid, in and by which said Vreeland and Maria his wife, for the consideration of six thousand dollars, as is alleged in said deed, gave, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed to the said John T. Brickell and Elizabeth his wife, and to their heirs and assigns forever, all those tracts of land and pre-

52 mises in said deed described, situate, lying and being in the township of Pequannock aforesaid. The first lot containing forty-one acres and thirty-three hundredths of an acre of land, the second lot containing about sixty-one acres, be the same more or less, and the third lot containing twenty-eight acres and eighty-eight hundredths of an acre, be the same more or less. Also all the estate, right, title, interest, property, claim and demand whatsoever of the said John H. Vreeland and Maria his wife, of, in and to the same, and of in and to every part and parcel thereof. To have and to

53 hold all and singular the said tracts or parcels of land and premises with the appurtenances unto the said John T. Brickell and Elizabeth his wife, their heirs and assigns, to the only proper use and benefit and behoof of the said grantees, their heirs and assigns, forever. And the said John H. Vreeland in and by the said deed did covenant to and with the said John T. Brickell and Elizabeth his wife, that they, the said grantors, were the true, lawful and right owners of all and singular the lands and premises in said deed described, with the appurtenances thereunto belonging, and that the said lands and premises, or any part thereof at

the time of the sealing and delivery of said deed, were not 54
 incumbered by any mortgage, judgment in limitation, or by
 any incumbrance whatever, by which the title of the said
 grantees to the said lands and premises, made or intended
 to be made by said deed could or might be changed,
 charged, altered, or defeated in any way whatsoever. That
 the said grantors, at the time of the making of said deed
 had good right, full power and lawful authority to grant,
 bargain and sell, and convey the said land and premises in
 manner aforesaid, and that he, said Vreeland, would war-
 rant, secure, and forever defend the said lands and premises 55
 unto the said grantors, their heirs and assigns forever,
 against the lawful claims and demands of all and every per-
 son and persons, freely and clearly, freed and discharged
 from all manner of encumbrances whatsoever, as by refer-
 ence to a duly certified copy of said deed, and to which
 your orator prays leave to refer, will more fully and at large
 appear.

And your orator further shows that the said deed pur-
 ports to have been acknowledged by the said John H.
 Vreeland and Maria his wife, on the day of the date thereof, 56
 before one Garret S. Demarest, one of the Judges of the
 Court of Common Pleas of the county of Bergen, and that
 the said deed was recorded in the office of the clerk of the
 said county of Morris, on the nineteenth day of February,
 1855, in Book F. 5 of deeds, page 32, &c.

And your orator further shows that he has been informed,
 and he believes it is true, that shortly before the making of
 the said last mentioned deed, said Vreeland declared and
 said that he meant to fix things so that your orator could
 not get anything, and that shortly after the execution of
 said deed, said Vreeland was asked by one of his neighbors 57
 whether it was true that he deeded his farm away, or words
 to that effect. That said Vreeland stood some time with-
 out making any reply, and then said that he thought that
 was a secret, but that it was true.

And your orator further shows, that he is informed, and
 believes, that very soon after the making of the said last
 mentioned deed of conveyance, John T. Brickell said, in
 the presence and hearing of two or more of his neighbors,
 that your orator might commence legal proceedings now as

58 soon as your orator pleased, that he, said Brickell, had all things fixed now, so that he was safe, and that he would spend all he had in lawing with your orator, or words of that purport, meaning and effect.

And your orator further shows that said Vreeland owned, possessed, and enjoyed all of the lands mentioned and described in the said last mentioned deed, long before, and when your orator first went to live with said Vreeland, as hereinbefore stated, that he continued to own and enjoy the same until the making of said deed, and that when said deed of conveyance was made, it embraced and conveyed 59 all the lands and real estate belonging to the said John H. Vreeland, and that said Vreeland since the making of said deed has acquired no other land or real estate of any kind, excepting some kind of a life estate in the premises described in said deed.

And your orator further shows that some twelve or fifteen years ago, said John H. Vreeland was offered seven thousand dollars for the lands and premises described in the said deed of conveyance, by a person who wished to purchase 60 the same, which price said Vreeland declined to accept, and he further shows that at the time said Vreeland and wife made the said deed, the lands thereby conveyed to said Brickell and his wife, at least the sum of eight thousand five hundred dollars.

And your orator further shows that he has been informed, and he believes and charges it to be true, that no part of the consideration money of six thousand dollars mentioned in the said deed has ever been paid in any way by said John T. Brickell or Elizabeth his wife to the said John H. 61 Vreeland or Maria his wife, that said Brickell and his said wife have not, nor has either one of them, ever given to said Vreeland and his wife, or either of them, any bond, mortgage, promissory note, or other security whatsoever, for the payment of the said sum of six thousand dollars, or any part thereof, and that it was the understanding between said Vreeland and wife, and said Brickell and wife, that the consideration named and expressed in said deed should not be called for or required to be paid, or any part thereof.

And your orator further shows that he has been informed, and he believes and charges it to be true, that at or

about the time of the execution and delivery of the said deed, the said John T. Brickell and wife, or said Brickell alone, executed and delivered to the said Vreeland a lease of the said lands and premises mentioned and described in the said deed, for the natural life of said Vreeland, or for and during the lives of the said Vreeland and Maria his wife, and the life of the survivor of them, or for some other term, or for a small nominal rent, and that such lease, or agreement in the nature of a lease, was the consideration and the only consideration given, or ever agreed to be given, by said Brickell and wife or either of them to said Vreeland for the said deed. That your orator does not know the form or particulars of the said lease or agreement, but he believes and charges that the substance and effect thereof were and are to reserve to said Vreeland, for his own life, at least, a life estate in the said lands and real estate in the said lands and real estate described in the said deed, and to defer the beneficial operation and effect of the said deed in favor of the grantees therein named, until the death of him, the said John H. Vreeland, and your orator prays that said Vreeland and Brickell and wife may be ordered and required to disclose the said lease or agreement in the nature of a life lease, by setting out the same in full in their answer or answers, and that they may produce the same, that it may be offered in evidence in this case by your orator.

And your orator further shows that at the time of, or soon after, the making of the said deed, the said John T. Brickell and wife moved upon the premises therein described, and that they have resided there ever since with said Vreeland, and that said Brickell has given out and said, and your orator charges that it is true, that he is working and farming the said premises for said Vreeland upon shares, receiving one-half of the produce thereof.

And your orator further shows that the said John H. Vreeland, besides the goods and chattels upon his farm and in and about his house, owned little, if any, personal property, and that at or about the time said Brickell moved upon the said farm of said Vreeland, the latter sold to the former one-half of all the stock and personal property upon said farm.

And your orator further shows, and he believes and

- 66 charges it to be true, that in the summer of the year 1855, the assessor of taxes in and for the said township of Pequonnock, called upon said Vreeland and inquired of him as to what taxable property he owned, and that said Vreeland then informed the said assessor that he had conveyed his farm to said Brickell; that the latter person owned said farm; that he, said Vreeland, had received nothing, and was not to receive anything for said farm; that he had received the money for half his stock, but nothing for his farm, and that the whole value of his property, as he stated
- 67 to said assessor, was six hundred dollars, for and upon which amount, and no more, the said assessor assessed tax against said Vreeland.

And your orator further shows, that said Vreeland by said conveyance to said Brickell and wife, and by his sales and gifts to said Brickell, has divested himself of nearly all his property, and that all the property now owned by said Vreeland, exclusive of his life estate or other limited interest in said farm, will not exceed in value the sum of six or eight hundred dollars; and your orator expressly charges,

68 that said Vreeland, he thus voluntarily divesting himself of his property, has incapacitated himself, and rendered it impossible for him to fulfil and perform his promises and obligations to your orator, and that said Vreeland thus incapacitated and disabled himself for the object and purpose, and with the intent to injure, wrong and defraud your orator, and that the said John T. Brickell and Elizabeth his wife, received and accepted the said deed with and for the same object, purpose and intent.

- And your orator further shows, that the said John H.
- 69 Vreeland has fraudulently and entirely refused to fulfil and perform his aforesaid promise, so as aforesaid made, to and in favor of your orator, and has also voluntarily and fraudulently rendered himself incapable of performing the same, and that the said John T. Brickell and Elizabeth his wife, have also fraudulently and unlawfully combined and confederated with the said John H. Vreeland to defraud and injure your orator in the premises.

And now so it is, may it please your Honor, that the said defendants John H. Vreeland, John T. Brickell and Elizabeth his wife, combining and confederating with divers^r

other persons at present unknown to your orator, but whose 70
 names when discovered your orator prays may be inserted
 in this his bill of complaint, with apt and proper words to
 charge them as defendants hereto, to injure and aggrieve
 your orator in the premises, not only refuse to fulfil and
 perform the promises and agreements made, to and in favor
 of your orator by the said John H. Vreeland as hereinbe-
 fore stated, but they, the said defendants, sometimes pre-
 tend and give out in speeches, that the said John H. Vree-
 land never did promise and agree to give to your orator all
 or the main bulk of his estate, to be held and enjoyed by 71
 your orator immediately after the death of said Vreeland
 as hereinbefore stated, and that if he did so promise and
 agree, that such promise and agreement was not binding
 upon him, the said Vreeland, and that he may lawfully dis-
 regard and refuse to observe and keep such promises when-
 ever he may see fit, ever after the father of your orator,
 and your orator has confided in and acted upon such pro-
 mises, and fully performed that which was the considera-
 tion for such promises and agreement ; whereas your orator
 expressly charges the contrary of both of those pretences 72
 to be true ; at other times the said defendants pretend that
 if the said John H. Vreeland did adopt your orator as his
 son, and your orator did live with and work for him as
 hereinbefore stated, yet your orator did not deport himself
 towards the said John H. Vreeland as an adopted son should
 do, and did not fully, fairly and properly perform all those
 duties, and do all those things which by reason of, and as
 incident to the relation between your orator and said Vree-
 land, devolved upon your orator to do and perform, and
 that the misconduct and defaults of your orator were such 73
 as authorized and justified said Vreeland to refuse, and fail
 to perform and fulfil his said promise and agreement in favor
 of and for the benefit of your orator ; whereas your orator
 expressly charges that all of these last mentioned pretences
 are utterly untrue, and that the opposite and contrary of
 those pretences is true. At other times the said defendants
 give out and pretend, that although the said John H. Vree-
 land did promise and agree to give your orator all of his
 property as hereinbefore stated, that yet, notwithstanding,
 your orator from time to time received valuable things from

74 said Vreeland, which were a sufficient and just compensation and remuneration to your orator for all the work and labor done and performed by your orator for said Vreeland; whereas your orator charges the contrary thereof to be true, and your orator further states and charges, that said Vreeland never paid or delivered to your orator anything in the way of wages, or as payment to an ordinary hireling or servant, but that what he gave to your orator was given to him as a father makes gifts to his son.

75 And your orator further charges and insists, that if it were true (but it is not) that said Vreeland has given to and bestowed upon your orator as much in value, as the value of the service done and performed by your orator for said Vreeland, that that fact would furnish no valid ground or reason why said Vreeland should not perform his said promise, and could not and should not relieve or release him from the performance thereof; and at other times the said defendants or some of them give out and pretend, that your orator cannot have any relief as against the real estate of the said John H. Vreeland, because they say that

76 said John T. Brickell and Elizabeth his wife, were purchasers of the same of said Vreeland, for a good and valuable consideration in good faith, and without any notice whatever; that your orator was the adopted son of the said John H. Vreeland; that your orator had been so adopted by said Vreeland's promising and agreeing to give to your orator all or the greater part of his property, so that your orator should have and hold the same as his own, at the death of said Vreeland, or that your orator in consideration thereof, and relying upon that promise being fulfilled, had

77 lived with and worked for said Vreeland from his childhood, until he was thirty years of age; whereas your orator expressly charges the contrary thereof to be true; and he further expressly charges, that not only had said Brickell and wife full and sufficient notice of all the last mentioned facts, but that the very object and notice they had in view in obtaining and receiving from said Vreeland and his wife the aforesaid deed for said Vreeland's lands, was to place it out of the power of said Vreeland, and to render him incapable to perform and fulfil his aforesaid promise and agreement, made to and for your orator; and your

orator further charges, that said Brickell and wife, neither gave nor promised to give said Vreeland anything for said lands, which as against your orator is a good or lawful consideration ; and your orator further expressly charges, that as against your orator said deed from said Vreeland and his wife to said Brickell and his wife, is fraudulent, illegal and void, all which actings, doings and pretences of the said defendants are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orator ; in tender consideration whereof, and for as much as your orator is without adequate remedy in the premises by the strict rules of the common law, and without the resistance of this honorable Court, where matters of this nature are particularly cognizable and relievable. 78 79

To the end therefore, that the said defendants and their confederates when discovered, may upon their several and respective oaths or affirmations full, true, direct, perfect and distinct answer make to all and singular the matters hereinbefore stated and charged, as fully and particularly as if the same were hereinafter repeated, and they thereunto particularly interrogated paragraph by paragraph, and that not only as to the best of their respective knowledge and remembrance, but also as to the best of their several and respective information and belief, and especially that the said John H. Vreeland may state, set forth and show whether he did not make and execute the several wills and testaments hereinbefore alleged to have been made by him, and whether the gifts, devises and bequests of said several wills as respects your orator were not as hereinbefore stated, and may fully and particularly state what the gifts, bequests and devises in said wills contained were as respects your orator, whether said wills are now in existence or destroyed, and if any of them have been destroyed, which of them, and when, where, how and why destroyed, and who wrote the said several wills, and when and who were the witnesses to them, and whether he, the said John H. Vreeland, from the year 1823, until the present time, made any other wills than those hereinbefore mentioned, and if so, when, the dates thereof, by whom written, who were the subscribing witnesses to them, where said wills now are, and what gifts, devises and bequests, if any were made in them, in favor of or to your orator. 80 81

- 82 Also, whether he, the said John H. Vreeland, before he conveyed said farm to said Brickell and wife, ever told the said John T. Brickell and Elizabeth his wife, or either of them, or gave them to understand, or ever heard any other person tell them, or ever heard them or either of them say that they had heard or been told that your orator was the adopted son of him, said Vreeland, that he, said Vreeland had adopted your orator as his son when your orator was a very small child, and had your orator christened with his own name; that he promised or intended to give or leave to your orator his property, so that it should be your orator's after his, said Vreeland's, death; that your orator had lived with and worked for him, said Vreeland, until after your orator was married, and had worked for him after that, and up to the time when Brickell and wife began to visit said Vreeland; and that he, said Vreeland, had made a will, or several wills, in and by which all or nearly all of his, said Vreeland's, real estate, and all or part of his personal estate, were bequeathed and devised to your orator, or anything
- 84 like the matters herein inquired about, and what he said or heard said to said Brickell and wife, or either of them, in reference to the relations existing between him and your orator, and what he heard said Brickell or his wife say at any time before the making of the said deed in reference to your orator's having his, said Vreeland's, property after his death; and whether said Brickell and his wife, or one of them, before the making of said deed from him, said Vreeland, for said lands, did not know or had not heard and understood that he, said Vreeland, had
- 85 promised to leave or dispose of his lands in some way so that they would be your orator's after his, said Vreeland's, death, and that your orator was entertaining the belief and expected that said Vreeland would do so; and whether they, said Brickell and wife, did not know or understand that he, said Vreeland, had made a will or wills giving said lands to your orator. And also, that said John H. Vreeland may particularly and fully state why or for what reason or reasons the name of Elizabeth, the wife of said John T. Brickell, as one of the grantees, was inserted in the said deed of conveyance, made by said Vreeland and

wife to said Brickell and wife, who first proposed that she, 86
 the said Elizabeth, should be one of the said grantees, who
 also proposed, favored, or advised, and what reasons and
 considerations were given, or induced him, said Vreeland,
 to make said Elizabeth one of the grantees of said lands?
 And also, that said Vreeland may further fully and parti-
 cularly state what consideration was given or agreed to be
 given to said Vreeland for making said deed to said Brick-
 ell and wife by said grantees or either of them, or by any
 other person or persons, whether the same has been paid,
 and if so, how and when, and by whom, and if not paid 87
 what security, if any, was given to him, said Vreeland, to
 secure the payment of any consideration agreed to be given
 and not paid, by whom given, whether in writing, and if in
 writing where it is, the form, date, substance, tenor and
 effect thereof, and by whom written and witnessed. Also,
 whether said Brickell and wife, or either of them, ever gave,
 or agreed to give to him, said Vreeland, a lease for the said
 lands, so as aforesaid conveyed by him and his wife to said
 Brickell and wife, or for any part thereof, for the life of
 him, said Vreeland, or any other term, or any instrument 88
 or agreement by which said Vreeland has any right or in-
 terest of any kind in or to the said lands ; and if so, whether
 such lease, instrument or agreement, is or was reduced to
 writing ; and if so, where it is, the date, form, tenor, sub-
 stance and effect thereof ; and if such lease or agreement
 was never reduced to writing, that he may state the terms,
 provisions and particulars thereof fully and particularly.

And that the said John T. Brickell and wife may parti-
 cularly state and answer when they first threw off or became
 acquainted with your orator, and whether your orator did 89
 not then live near to and work for said John H. Vreeland,
 and whether they did not hear from some person or persons
 that your orator had been adopted by said John H. Vree-
 land as his son ; that your orator had lived with or worked
 for said Vreeland since he was a small child—the said Vree-
 land had promised the parents of your orator, and your ora-
 tor, that his, said Vreeland's, property should be your ora-
 tor's after his death, and that he, said Vreeland, had made
 a will or wills in and by which the lands of said Vreeland
 were devised to your orator, and all that they heard, knew

- 90 or learned about the subjects mentioned in these inquiries, when they first heard the same, or any part thereof, how often, and from whom they heard those things, or any of them, and whether they did not know, suppose or believe, at and before the delivery of the said deed to them from said Vreeland and wife, that your orator expected and supposed that said Vreeland would give his lands to your orator in such way that they would belong to your orator after the death of said Vreeland, and that such expectation and belief of your orator were founded upon promises and
- 91 assurances to that effect made by said Vreeland, and upon the facts that said Vreeland had adopted your orator as his son, and that your orator had always lived with and near to him, and worked for him as a son. Also, that they may fully and particularly state and declare the reasons why the said deeds from said Vreeland and wife were made to the said Elizabeth jointly with him, the said John T. Brickell, what the consideration or considerations were for so making the same, who first proposed making said deed in that way, and who favored, advised or encouraged it.
- 92 Also, who first proposed the making of said deed, and to whom the proposition was made, what the reasons for making such proposition were, and what reasons were assigned therefor, what consideration was given or agreed to be given for said deed and conveyance, and whether the same has been paid—and if so, how, and when, and to whom. Also, whether they, or either of them, in any way at or since the making of said deed, or at any other time, made any agreement with said John H. Vreeland and wife, or either of them, that said John H. Vreeland should have
- 93 a right to possess or control the said lands during his life, or for any other period, or that said Vreeland should have any right or interest of any kind in and to, or control over the said lands, or any part thereof—and if so, whether such agreement is in writing, where it is, and the date, tenor, purport and terms thereof, whether the same be in writing or not. And that the said defendants may fully answer all the matters and charges aforesaid, and that the said John H. Vreeland may be decreed to keep and perform his promise and agreement so as aforesaid made for the benefit of and with your orator, and to specifically perform

the same—that is to say his promise and agreement, so to dispose of his property that it should go to), vest in, and belong to your orator, after the death of him, the said John H. Vreeland, that the said John J. Brickell and Elizabeth his wife, may be decreed to be trustees for and in behalf of your orator of the title to the lands described in the aforesaid deed, made to them by said Vreeland and wife, and to convey the same to your orator, or as your orator may direct, in fee simple, immediately after the death of the said John H. Vreeland, freed and cleared from all and every incumbrance that has been or may be placed thereon, or suffered to accrue against the same by the said John T. Brickell and Elizabeth his wife, or either of them, or which have been or may be put, or suffered to be put thereon by the said John H. Vreeland, for the purpose of injuring, defeating, or defrauding your orator of his rights, or for the purpose, or with a view to enable him, the said Vreeland, to evade or escape from the performance, according to its true and fair intent and meaning of his said promise and agreement made to and for the benefit of your orator ; and that the said deed of conveyance made by the said John H. Vreeland and wife to the said John T. Brickell and wife may, as against and in favor of your orator, be decreed to be fraudulent and void, and that said Brickell and wife may have no right to, or use or benefit thereby of the lands thereby conveyed ; and no right, title, interest or estate thereby to any of the said lands, except a naked legal title for the sole use and benefit of the said John H. Vreeland during his natural life, and for the sole use and benefit of your orator after the death of said John H. Vreeland, and then to be conveyed and controlled, as your orator may direct, and not otherwise ; and that the said defendants may be enjoined from in any way conveying or encumbering said lands, and from doing or suffering any waste thereon or thereof ; or if this honorable Court shall consider it more proper that the said John T. Brickell and Elizabeth his wife may be decreed and required to re-convey the said lands to the said John H. Vreeland as free from incumbrances as they were when said Vreeland and wife conveyed them to them, and that said Vreeland may be decreed to dispose of said lands when thus re-conveyed in such

- 98 manner that said lands will, at the death of said Vreeland, go to vest in and belong to your orator in fee simple ; or if this honorable Court shall be of opinion that your orator is not entitled to relief in either of the before mentioned modes, that then and in that case the damages which your orator has sustained by reason of said John H. Vreeland's (under the circumstances hereinbefore mentioned) refusing and failing to fulfil and perform his aforesaid promises and agreements made to and for the benefit of your orator may be ascertained and determined in such manner as this
- 99 honorable Court may direct, and that those damages, when so ascertained, may be decreed to be a lien and encumbrance upon the said lands, and that the said defendants may be decreed and required to pay the same to your orator forthwith, or at such time as this honorable court may direct, and that in default of making payment thereof at the time directed by this court, that said lands may be sold to pay and satisfy the same, and that your orator may have such further and other relief in the premises as the nature of this case may require, and as may be agreeable to
- 100 equity and good conscience.

May it please your Honor, the premises considered to grant unto your orator a writ or writs of subpoena of the State of New Jersey, issuing out of and under the seal of this honorable Court, to be directed to the said John H. Vreeland and John T. Brickell and Elizabeth his wife, therein and thereby commanding them, and each of them, at a certain day, and under a certain penalty to be expressed, to be and appear before your Honor in this honorable Court, then and there to answer the premises, and to stand to, abide and perform such decree as to your Honor shall seem meet, &c. And your orator, as in duty bound, will ever pray, &c.

101

JACOB VANATTA,
Sol. and of Counsel with Complainant.

(A true copy.)

DAN. B. BODINE, Clerk.

IN CHANCERY OF NEW JERSEY.

102

The answer of John H. Vreeland, John T. Brickel, and Elizabeth his wife, defendants, to the bill of complaint of John H. V. Vanduyne, complainant.

These defendants, now and at all times hereafter, saving and reserving to themselves 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 these defendants are advised is material for them to make answer unto, they respectively answer and say: The said John H. Vreeland, for himself, answers and admits that said complainant is of the age stated in his said bill of complaint; that his father was Nicholas Vanduyne, and his mother was the sister of Rachel, the first wife of him, the said John H. Vreeland; that he, the said John H. Vreeland, has resided in the township of Pequannock, in the county of Morris, for upwards of forty years last past, and now resides there; that he has no children of his own, and never had any; that said Nicholas Vanduyne, father of the complainant in his lifetime, lived about four miles from this defendant, and was always upon friendly and sociable terms with him. This defendant further answering, saith, that it is true that soon after the birth of the complainant this defendant and his said wife Rachel, having no children of their own, proposed to said Nicholas Vanduyne and his wife to adopt the complainant as their own child, and agreed, if permitted so to do, to attend to the bringing up of said complainant, and to treat him as a son, as long as he treated and behaved to them as a dutiful child should do. And this defendant further saith that it is also true that he not only promised to attend to the bringing up of said complainant, but the fact of his having no children at that time, and the probabilities that he never would have any, was mentioned by him at the same time, to said Nicholas Vanduyne, as a reason why he should permit him to adopt said complainant as his own child, and this defendant admits that he then assured said Nicholas, either in express terms or in language which said Nicholas would probably so understand, that if he never had any

106 children of his own, and said complainant continued to live with him and demeaned himself as a dutiful, obedient and affectionate child should do, he would not only treat him as a child during his life, but would, if he should survive the defendant, regard and treat him as his own son in the final disposition of his property ; but this defendant did not promise or agree to give him all the property which he then owned, or which he might own at his death, or any particular or specific part thereof, and all that this defendant ever promised to do or talked of doing for said
 107 complainant, was to be done only on condition, and with the express understanding that said John remained with this defendant and was and continued to be a dutiful and affectionate son to this defendant and his wife especially in their old age, and this defendant has no doubt both Nicholas Vanduyne and his wife, the parents of said complainant, so understood this defendant.

And this defendant also admits that said Nicholas Vanduyne and his wife consented to the adoption of said complainant by this defendant, and this defendant and his wife
 108 did have the complainant baptized with the name of this defendant, as stated in said bill of complaint, and took upon them the vows and obligations usual on such occasion, and soon after the complainant was a year old this defendant and his wife took him to their own house, and he continued to reside with them till a short time after he was married, and as this defendant thinks till the complainant was in his twentieth year, and was known by the name of John H. Vreeland, and called this defendant and his wife father and mother. And this defendant further answering,
 109 saith, that from the time said complainant begun to live with this defendant, and until his marriage, this defendant did all for him he would have done for his own child, and treated him in all respects, he believes, as he would have treated his own child ; that he endeavored to give him an ordinary English education, such as could be obtained at schools in the neighborhood, and kept him at school, so far as he could, when there was a school in the neighborhood, until he was about fifteen years old, and would have sent him to school longer, but said complainant was unwilling to go. And this defendant further answering saith, it is true said complainant continued to work for him till shortly

after his marriage, and lived all that time in this defendant's family, and was treated with the same kindness his own child would have been treated, and this defendant and his wife looked forward with pleasure to his being a comfort to them in their declining years, and before said complainant was married this defendant gave him at different times a silver watch, for which he paid twenty-two dollars, a horse worth at least one hundred and twenty-five dollars, a saddle and bridle which cost seventeen dollars, a sleigh which cost twenty-five dollars, and a wagon and harness, which cost together eighty-seven dollars, and other things of which he has no account, and which he would have given his own child; but when complainant was only nineteen years old, without the consent and against the express remonstrance of this defendant, he married one Fanny Edwards, his present wife, to which alliance this defendant had special objections, which he made known to complainant at the time, and as soon as he heard such marriage was likely to take place; that after complainant was married said defendant, still hoping for the best, received said complainant and his wife into his family, where they remained about six months, and demeaned themselves with propriety, and when said complainant, after a few months desired to have a house of his own, this defendant, at complainant's request, united with his father and purchased for him a house and about ten or eleven acres of land, very near to the house of this defendant, for which they paid the sum of seven hundred and fifty dollars, of which sum this defendant paid five hundred and fifty dollars, and as this defendant is informed the estate of said Nicholas Vanduyne, after his decease, paid two hundred dollars, which said purchase money said complainant, at the time, agreed to repay to his said father and this defendant, but has never paid any part thereof to the knowledge or belief of this defendant. And this defendant, further answering saith, that about six months, as near as he can remember, after complainant was married, he and his wife removed from the family of this defendant to the house purchased for him, as aforesaid, the deed for which was taken in complainant's name; and said complainant from that time worked said lot as his own, and continued to work for this defendant, when requested, for

- 114 several years, perhaps for three or four years, and when he so worked he received, as this defendant believes, nearly or quite the whole living of himself and wife from this defendant and his family; that among other things the defendant received a good bed and bedding worth forty dollars, two cows worth forty dollars and three sheep worth nine dollars; and this defendant insists, that although there was no express bargain between him and the complainant, yet that from very soon after his marriage, he paid complainant for his work, as it was done,
- 115 in money and provisions; and that he received more during that time than he earned, and more than he would have received, if he had been working for regular wages; that during that time, if this defendant rightly recollects, said complainant was occupied during most of at least two winters in carting at Boonton, using one of defendant's horses with his own, using also this defendant's wagon and harness, and agreeing to pay this defendant one-half of the amount earned by him, but never paid to him any part thereof. And this defendant, further answering, saith, that
- 116 it is not true, as stated in said bill, that said complainant continued to work for this defendant all the time, till he was twenty-five years old; but that he did work for this defendant a part of the time after his marriage, as hereinbefore stated, and for which this defendant insists he was fully paid; nor is it true, as stated in said bill, that said complainant continued to work for this defendant a great part of the time, nor even half of the time, after he was twenty-five years old, and up to the spring of 1854; but that on the contrary, in the spring of 1848, as near as this
- 117 defendant can now recollect, said complainant procured himself to be elected one of the constables of said township of Pequannock, and continued to fill that office for two successive years; and that during that time, he did very little else than attend to the duties of his office, although this defendant cannot say whether those duties really required his whole time or not; and during the balance of said time to 1854, said complainant only worked for this defendant occasionally, and when particularly asked so to do, never taking the oversight of the farm or of the work, but leaving it to this defendant who was yearly becoming

more and more infirm ; and for the work so done by complainant, this defendant insists he was also fully compensated at the time. And this defendant admits he kept no written account against the complainant, and so far as he knows, complainant kept no written account against him ; but they lived together very much as father and son would live ; that what said complainant received as a compensation for services rendered to this defendant, though perhaps not strictly as wages. 118

And this defendant, further answering, says, that it is true that before said complainant was married, and this defendant also, after he was married, this defendant, at different times informed him that it was his intention to make the complainant his heir, and to make a disposition of his property in his favor ; but such declarations were always, as this defendant insists, accompanied with the proviso, either expressed or plainly implied, that the complainant remained with this defendant, and acted towards him and his wife, as long as they lived, the part of an affectionate and dutiful son ; and this defendant does not doubt that said complainant was, for a while, influenced in his conduct by such assurances ; but this defendant does not think he was ever, from the time of his marriage, as much influenced thereby as he should have been ; but this defendant denies he ever gave complainant any such assurance, subsequent to the winter or spring of 1850 ; and this defendant admits, that he did frequently, up to the marriage of complainant, and, possibly, for two or three years after that, express his approbation of the conduct of complainant, (except in respect to his marriage against his consent,) and his appreciation of his services, both to complainant and others ; but he denies that he continued so to express himself up to the time of his own second marriage, as charged in said bill of complaint. And this defendant, further answering, denies that he ever had any such conversation with the father of said complainant, as is in said bill alleged to have taken place, when complainant was about eight years of age ; and this defendant also denies that when complainant was about sixteen years of age, or at any other time, the complainant's father asked this defendant if the complainant had not better have a trade, or any words to that effect, or that 119 120 121

- 122 this defendant ever replied to any such questions put by the complainant's father, there was no use in his going to a trade, or that he had trade enough for him, or that he could not spare him, nor put any one in his place for two hundred dollars a year who would do as well as complainant did, or that this defendant would see that complainant should have enough, and be better provided for than if he learned a trade, or that he had always intended to give all his property to the complainant, and would do so, or anything to that effect; and this defendant submits such a pro-
- 123 position would have been a very strange one for complainant's father to have made, if the allegations of complainant's bill are true as to the agreement upon which this defendant had adopted the complainant as his own child.

And this defendant, further answering, saith, that he has understood that said Nicholas Vanduyne, shortly before his death, made and executed his last will and testament; but in what particular manner he disposed of his property, or how much property he had, this defendant has no personal knowledge and no means of ascertaining; but this defend-

124 ant admits that said Nicholas had six sons and one daughter, besides complainant; and this defendant has heard, and believes it to be true, that he left no part of his property to the complainant; but why he did not, this defendant has no knowledge: or what reason, if any, he assigned for such a disposition of his property, this defendant has no knowledge or means of knowing. But this defendant denies that said Nicholas ever conversed with the defendant in reference to his said will, or in reference to the disposition of his property thereby; or that this defendant

125 ever attempted to influence him, or, so far as he knows or has any cause to believe, did directly or indirectly, influence him in making such disposition of his property; or that he is, in any way, responsible therefor. This defendant admits said Nicholas Vanduyne died at or about the time stated in said bill, without revoking his said will. This defendant also admits that his wife Rachel, before her death, and at or about the time mentioned in said bill of complaint, under the belief that she could make a valid will and testament, made and executed a certain paper writing purporting to be her last will and testament, and

thereby gave and devised to complainant the real estate of 126
 her, the said Rachel, consisting of about fifteen acres of
 land worth about twenty-five dollars per acre; and defend-
 ant admits she died without revoking said will, and said
 land is now, and, as defendant believes, from the time of
 the death of his said wife, has been in peaceable possession
 of said complainant; and he alone has occupied and used
 the same, and claims to own it; and this defendant further
 saith that he does not know the particular reason that in-
 duced his said wife to give said land to the complain-
 ant; that she never consulted with this defendant about 127
 it, nor about making said will; but this defendant
 supposes she so disposed of this property, because said
 complaint has been adopted by him and his said wife,
 and out of kind feeling for him, but by no means as a mat-
 ter of obligation, as insisted in said bill; and this defendant
 admits that he has made several wills since said complain-
 ant began to live with him; that Dr. Ezekiel B. Gaines
 wrote one will for him, as this defendant believes, before
 said complainant was married, but he does not recollect the
 particular time nor all the contents thereof, but has no 128
 doubt he devised the principal part of his real estate to his
 wife, for her life, and after her death to complainant. But
 this defendant denies, that so far as he has any recollection,
 Marquis D. L. Gaines ever wrote any will for him. This
 defendant also admits that after complainant was married,
 and about 1843, as near as he can now remember, George
 Sickles wrote a will for him, that he cannot recollect all the
 particulars, but does recollect that he gave some few lega-
 cies, the amount of which he cannot tell, though they were
 not very large, and the bulk of his property he gave to his 129
 wife, and some part to complainant, but what part he does
 not recollect, nor does he recollect how said complainant
 was therein described, or whether he called him my adopted
 son, John Henry V. Vanduyne, or my beloved adopted
 son, John Henry V. Vanduyne, the son of Nicholas W.
 Vanduyne, or not, and as said will is destroyed, he has no
 means of knowing this defendant, admits that at that time
 he intended complainant should have some part of his pro-
 perty. This defendant recollects that Abraham L. Van-
 duyne and Peter W. Van Ness were appointed his executors

- 130 by said will, and is quite sure complainant was not named as an executor. This defendant also admits that before the death of his wife, and after the making of said last mentioned will, but at what particular time he cannot now tell, one Isaiah Speer wrote a will for him, but what its provisors were he does not now recollect, but is willing to admit that some part of his real estate, and he thinks the principal part, was devised to complainant, after the death of his said wife, but this defendant denies having said will in his possession, but the same was destroyed after the death of
- 131 his said wife, and as this defendant believes, after his marriage to his present wife, when said Speer wrote another will for this defendant, differing from the provisions, one principally, in that it made provision for his present wife, if she should outlive this defendant, but the particular provision made for her he does not recollect; and this defendant alleges that in both of said last mentioned wills he devised part of his homestead farm and six acres of woodland to other persons than the complainant, but admits that in them both he devised the principal part of his real estate to said complainant, and while this defendant admits
- 132 he may have said, in the hearing of the complainant, he had made his will, he has no recollection of so saying, and expressly denies that he ever told the complainant the contents of any will he had made, or any part of said contents.

This defendant admits that in September, 1849, he intermarried with Maria Ackerson, as charged in said bill, and that sometime after that marriage, according to the recollection of this defendant, a will was prepared for him by said Isaiah Speer, as hereinbefore stated, and sometime

133 after that another was prepared for him, by Dr. Maynard, the particular provisions of which this defendant cannot remember, but he does remember that some part of his property was devised to complainant, but what it was, or wherein in particular it differed from previous devise to him, he does not remember; and this defendant denies, that to the best of his recollection, any other will than is herein mentioned was ever prepared for, or executed by him; and this defendant cannot produce any of said wills, for the reason that at each time he made a new one, he destroyed the previous one, the last one being destroyed by

him at or about the time he made the deed to said John T. 134
Brickell, as hereinafter stated. And this defendant further
says it is utterly impossible for him to name the witnesses
to his different wills, or the contents of said wills, further
than as herein contained; and this defendant denies that
he had any other reason for destroying his said wills than
because he supposed each one became null and void as a
new one was made; and he also denies that so far as he
recollects, any person suggested or advised the destruction
of said will, or any of them. And this defendant further
saith that although he was more or less dissatisfied with the 135
conduct of the complainant, from shortly after his marriage,
because said complainant became slack and careless in his
work, he bore with the complainant as well as he could;
that in the spring of eighteen hundred and fifty, as near as
this defendant can recollect, in order to get rid of the bur-
den and care of his farm, and to place some further induce-
ment before complainant to lead him to be more attentive
to his business, he proposed to the complainant to take the
whole charge of the farm, to plant the corn, for which this
defendant had the ground then prepared, and to reap the 136
harvest then growing, and he, this defendant, would find
everything, and give complainant one-fourth of all crops
then on the ground, and one-half of all other that might be
raised; that the defendant consented to such arrangement,
and did go on and plant the corn, but when harvest time
came, he complained of not being very well, and neglected
to attend to the harvest, and this defendant was compelled
to hire hands and attend to gathering the harvest, said
complainant being around most of the time, and occasion-
ally rendering some little assistance, but showing a great 137
lack of industry and energy, and this defendant admits that
with all his regard and kind feeling for him, he did not
think the complainant manifested a disposition either to
help himself or to relieve this defendant of the burden and
care of his farm, and this defendant thinks it quite prob-
able he showed some dissatisfaction in his conduct, though
he does not recollect it, but he does recollect telling the
complainant if he could not be relieved of the labor and
burden of carrying on his farm, he would sell it, and live
on the proceeds. And this defendant further says that

- 138 from that time the complainant continued to grow more slack in attention to business, and paid less and less attention to the work of this defendant; and this defendant for two successive years, previous to the fall of eighteen hundred and fifty-two, to rid himself of care and labor, put out his farm upon shares; that in the fall of eighteen hundred and fifty-one, he was sick, for about eight weeks, with billious fever; and although complainant lived very near him, so seldom visited him, and did little or nothing to relieve him of his business, and although after that he
- 139 occasionally worked for this defendant when requested, he never thought he acted towards him as a dutiful and affectionate son. But this defendant denies that he was ever unfavorably influenced in his feelings towards complainant by his present wife, or that she ever attempted in the least degree so to influence him to estrange him from the complainant, as is alleged in the said complainant's will. Nor did she ever in any way attempt to dissuade this defendant from leaving his property or any part thereof to complainant, or induce him to make any disposition of it,
- 140 nor does this defendant believe that his said wife ever showed any unfriendly feelings towards complainant. And this defendant further says that in the winter of 1849-1850, as he thinks, this defendant and said complainant made a settlement between themselves, or a statement of the account between them, though neither had any charges against the other, and that on such statement it appeared that he owed the complainant either five or seven dollars, but which he cannot recollect, and that this defendant then offered to pay such balance, and asked complainant to give
- 141 him a receipt, which he refused to do, though he found no fault with the settlement or statement of the account; and this defendant has at other times asked him for a receipt, but he has uniformly declined giving it, though he has never made any other demand or claim upon this defendant until this suit was commenced, and this defendant admits he was not satisfied with the conduct of complainant in refusing to give him said receipts. And this defendant admits no dispute or quarrel ever occurred between himself and complainant up to the spring of 1854, when complainant moved away, nor since, until this suit was commenced. And this defendant is quite sure the complainant never had

any cause for such dispute or quarrel, for this defendant 142
 always felt more kindly disposed towards complainant, if
 he would demean himself as a dutiful son, than to any one
 else. This defendant never wished to cast or drive off the
 complainant, but wanted his society and assistance in his
 old age, nor did he know, until he saw it stated in com-
 plainant's bill, why he moved away in spring of 1854, but
 this defendant denies that he continued to assure complain-
 ant up to 1854, or at any other time, that all his property
 at or soon after his death would be complainant's. And
 this defendant, further answering, saith, that every year his 143
 need of the complainant increased, as this defendant felt the
 infirmities of age increasing upon him, and yet the com-
 plainant, about in the spring of 1854, without consulting at
 all with this defendant, and professing in his bill of com-
 plaint to be on good terms with this defendant, and to be a
 very dutiful and affectionate son to him, sold the house and
 lot which this defendant and the complainant's father had
 bought for him as aforesaid, and removed four miles distant
 from this defendant, where he has ever since resided ; and
 this defendant admits that since such removal, complainant 144
 has not worked for him, and there has been but little inter-
 course between them ; and this defendant admits he has
 never sent to complainant and requested him to come and
 work for him, nor has the complainant even so much as of-
 fered to render any assistance to this defendant.

And this defendant further saith that he is now sixty-six
 years old, and is subject to the ordinary infirmities and
 weaknesses incident to age ; that he has been a hard-work-
 ing man during all his life ; and looking forward to this
 period of his life, he endeavored, by adopting the com- 145
 plainant and bringing him up in his own family, to secure
 some one who would, from ties of affection as well as the
 hope of reward, look after him in his old age, and not re-
 proach him for his infirmities ; but discovering for several
 years previous to the removal of the complainant to his
 present residence, that he was likely to be disappointed in
 his anticipation in regard to the complainant, and that the
 burden of his farm was too much for him, he resolved to
 sell his farm, and offered to sell it for six thousand dollars,
 and would have sold it for that price if a purchaser could
 have been found ; that he authorized a land agent in New

146 York, and also one in Newark, to sell said farm for him at the price aforesaid; that he frequently told the complainant of his intention to sell, and that the reason was he desired to be rid of the labor and anxiety incident to cultivating the farm; but that said complainant never offered to assume any part of said burden, or in any way to relieve this defendant therefrom, but, as he admits in his bill of complaint, he not only waited for this defendant to invite him to assist him from time to time, which this defendant confesses he did not think was very much like a dutiful and affectionate child, expecting at the decease of this defendant to enjoy all his property, but in the spring of eighteen hundred and fifty-four, without any provocation being given to him, as he admits in his bill of complaint, and without this defendant's consent and approbation, or even informing him of his intended removal, he removed four miles distant from this defendant; and, although he alleges his willingness to assist this defendant after such removal if he had been asked to do so, this defendant respectfully insists his conduct in that matter was far from being filial, and such as this defendant had a right to expect from the complainant.

149 And this defendant further saith that after the said removal of the complainant, he never came back to visit this defendant, or offered to assist him in any way before the conveyance to said John T. Brickell, hereinafter mentioned. And this defendant being unable to do much work on account of his age, and the effects of several and repeated illness, and having no one on whom to rely—his family consisting of himself and wife, and two old colored servants, over seventy years of age—felt the necessity of having some one to live with him and take care of him in his old age, and of his own accord, and not by the suggestion or solicitation of his wife or any other person, proposed to John T. Brickell, one of these defendants, who married the daughter of the present wife of this defendant, and who was then living in the county of Bergen, and with whom this defendant became acquainted after his marriage with his present wife, to come and live on his farm, and offered to convey to him all his real estate if he would agree to take care of this defendant and wife, and of his colored

servants as long as they lived; that said Brickell after considering the matter, accepted the proposition of this defendant, and accordingly this defendant and wife executed and delivered to said Brickell and wife, a deed bearing date on or about the eighth day of November, eighteen hundred and fifty-four, for all his real estate, as stated in said bill of complaint. And this defendant further saith, that the consideration expressed in said deed is six thousand dollars, but that it is true, as charged in said bill, that no pecuniary consideration was paid therefor by said Brickell and wife, or agreed to be paid, and this defendant has no recollection why the sum of six thousand dollars was inserted in said deed, or that any reason was assigned therefor, but supposes it was done by Garret S. Demarest, who prepared said deed of his own motion, without any direction from the defendant. 150

And this defendant denies that any lease of said lands, on any part thereof, for the term of the life of this defendant, or for any other term, was executed to him by said John T. Brickell, or agreed to be executed, or that this defendant was to have any control whatsoever of said lands or any part thereof; but he insists, and so the truth is, that the true and only consideration for said conveyance, was an agreement to support this defendant, and his wife, and his colored servants, during their lives, of which the following is a copy: 151

“Know all men by these presents, that we, John T. Brickell and Elizabeth his wife, of the township of Harrington, in the county of Bergen and State of New Jersey, are held and firmly bound unto John H. Vreeland and Maria his wife, of the township of Pequannock, in the county of Morris, and State of New Jersey, in the sum of six thousand dollars lawful money of the United States of America, to be paid to the said John H. Vreeland and Maria his wife, or their certain attorney, heirs, executors, administrators and assigns, for which payment well and truly to be made, we do bind ourselves, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals. Dated the eighth day of November, in the year eighteen hundred and fifty-four. 152

- 154 The condition of this obligation is such, that if the above bounded John T. Brickel and Elizabeth his wife, or either of them, or either of their heirs, executors and administrators, or any of them, shall well and truly keep, board, maintain and provide for the said John H. Vreeland and Maria his wife during the term of each of their natural lives, all necessaries they and each of them shall stand in need of, so that they, and the survivor of them, shall have a good, decent and sufficient livelihood and support suitable to their situation and condition, during the said term of
- 155 their natural lives, and shall also keep and maintain, in a suitable manner, the colored servants of the said John H. Vreeland, named Jack and Nelly, during the term of each of their natural lives, without any fraud or other delay ; then the above obligation to be void, or else remain in full force and virtue.

JOHN T. BRICKEL. [SEAL.]
ELIZABETH BRICKEL. [SEAL.]

Sealed and deliaered in }
presence of }
GARRET S. DEMAREST.

- 156 Which said bond or agreement was drawn by said Garret S. Demarest at the time said deed was executed, and was executed by said Brickel and wife and delivered to this defendant, is now in his possession, ready to be produced and proved as this honorable Court may direct.

And this defendant further saith, that he does not know why the name of the wife of said John T. Brickel was inserted in said deed as one of the grantees, nor so far as this defendant knows was there any especial reason for so doing ; that he has no recollection of anything being said on the subject at the time, or at any time previous to the execution of said deed ; but this defendant supposes he must have directed the deed to be so made, and if he did, he did so because he thought it was the usual and proper way to make a deed, and from no other cause or reason whatsoever, nor did this defendant know or suppose that it made any difference, or was not the usual way of making a deed, till he was so informed by his counsel when preparing this answer to the complainant's bill of complaint.

And this defendant further saith, that he did not, at the

time of said conveyance, suppose said complainant had any claim on him whatsoever, or any lien upon or interest in his said real estate, or that he made any claims or pretence of such lien or interest, and did not inform or in any way intimate to said Brickel and wife, or either of them, that complainant had or pretended to have any interest in said real estate, or any claim to it after the death of this defendant, or that he expected the defendant to give it to him by will or otherwise, or that he had promised either the complainant or his father that he would give it or leave it to him, or that he had made any promise whatsoever to the father of said complainant; but this defendant admits he told said Brickel and wife that he had adopted said complainant when he was very young, and had brought him up, and expected him to take care of him in his old age, but that, on the contrary, said complainant had deserted him, and that he must have some one to drive on his farm, and of his own accord proposed to said Brickel to come and live with him, as hereinbefore stated, and so far as this defendant knows, believes or suspects, said Brickel and wife took said conveyance from this defendant, and gave him the bond hereinbefore mentioned, without any knowledge or suspicion of any claim upon or to said lands, present or prospective, by said complainant.

And this defendant expressly denies that he had any intention or desire to defraud said complainant by said conveyance to said Brickel and wife, or that said conveyance was made by him from any such motive. And this defendant denies that any fraud was committed by said conveyance upon said complainant, or that he has any right to complain thereof, but that it was such a disposition of his property as this defendant had a moral, legal and equitable right to make; and this defendant insists that he had no other desire or intention, in making said conveyance, except to secure to himself and wife and to his colored servants a comfortable maintenance as long as they live.

And this defendant further saith, that he had no desire to conceal said conveyance to said Brickel and wife, and had no reason for any such concealment; that said conveyance was on record in the clerk's office of Morris county very soon after it was made, and said Brickel and wife

162 moved on said premises and took the possession and control thereof as their own openly, and made arrangements to build a large addition to the house, and used and occupied the property as their own. And this defendant has no recollection of saying to any one, when asked about said conveyance, or any other time, that he thought said conveyance was a secret, and nothing was ever said between him and said Brickel and wife about keeping it a secret.

163 And this defendant admits he owned and possessed the lands conveyed to said Brickel and wife when complainant first went to live with him, and that said deed embraced all the real estate owned by him.

And this defendant denies that he was ever, to his recollection, offered seven thousand dollars for his said real estate, or that the same is worth, in his opinion, eight thousand and five hundred dollars, but this defendant supposes six thousand dollars to be about a fair price for the same ; and as before stated, he would, for several years before said conveyance, have been willing to have sold it for that sum.

164 And this defendant denies that said Brickel works said farm on shares and gives to this defendant any particular share or part of what he raises, or that said defendant has any interest in said lands or in the crops raised as such, his only interest being the support of himself and wife and servants, according to said bond of said Brickel and wife. And this defendant admits that he sold to said Brickel, about the time he moved on the farm, one-half of his stock, and afterwards, in the winter of eighteen hundred and fifty-six, as near as this defendant can recollect, he sold to
165 said Brickel the other half of his stock.

And this defendant further saith, he owned, at the time of said conveyance, very little personal property besides his household furniture and his stock, and other movable property on the farm, and that it is true that in the summer of eighteen hundred and fifty-five he told the assessor of taxes of said township of Pequannock that he had conveyed his lands to said John T. Brickel ; had not received, and was not to receive, any pecuniary consideration therefor, and that the whole value of his property was not over six hundred dollars, and such, this defendant insists, was the truth.

And this defendant admits that by said conveyance to said Brickell and wife, he divested himself of all interest in and control over his real estate, but this defendant expressly denies that said conveyance was made or devised for the purpose as charged in the complainant's bill of incapacitating this defendant, or disabling him from performing any promise made by him, either to the complainant or his father, or of enabling this defendant to avoid or get rid of any obligation to said complainant, either moral, legal or equitable; and this defendant denies all intention or desire to injure the complainant, or to deprive him of anything to which he is entitled, but insists that he is under no obligation to the complainants, or that he has, in any way, injured or wronged him. 166

And this defendant denies having said to any one, so far as he recollects, shortly making said deed, or at any other time that he meant to fix things, so that the complainant could not get anything of him. 167

And the said John T. Brickell and Elizabeth his wife, answering for themselves, say that they had no acquaintance with the defendant John H. Vreeland till his marriage with the mother of the said Elizabeth, in the year eighteen hundred and forty-nine, or about that time; that after such marriage, these defendants then lived in the county of Bergen, were in the habit of visiting said Vreeland and wife about once a year, and not oftener, except when said Vreeland or his wife were sick; that on such occasions they were in the habit of seeing, and became acquainted with the said complainants; and they admit that they were told by said John H. Vreeland that he had adopted the complainant when he was a child, and had brought him up, but they deny that he ever told them he intended to give said complainant his property after his death; that they frequently heard said Vreeland complain of complainant's neglecting him, and not assisting him in his work as he ought to do; and they also frequently heard said Vreeland say he denied to sell his said farm, that he might get rid of the burden and care of it, on account of his failing health and increasing age; but no proposition was ever made by these defendants, or by either of them, to the knowledge or belief of the other, to purchase said farm, or to take or farm 168 169

- 170 it for said Vreeland, or to have anything to do with it, but that said Vreeland himself first proposed to this defendant John T. Brickell sometime after said complainant had moved away from his former residence, near said Vreeland's, to his present residence, and as this defendant thinks, sometime in the summer or fall of eighteen hundred and fifty-four, to convey his farm to him, said John T. Brickell, upon condition that he would come and live with him, and take care of and maintain him and his wife and his two old colored servants as long as they should live ; that this
- 171 defendant consulted with his wife, the said Elizabeth, and in consideration of the wife of said Vreeland being the mother of said Vreeland, they agreed to accept his proposition, and did so ; and thereupon the said John H. Vreeland made a deed to them for his said farm, as stated in said bill of complaint ; and these defendants admit they did not pay any pecuniary consideration for said conveyance, nor did they agree to do so, but they gave to said John H. Vreeland a bond executed by them in the penal sum of six thousand dollars, conditioned for the support and main-
- 172 tenance of said Vreeland and his wife and servants, as aforesaid, being the same bond or copy of which is hereinbefore set forth, and to which these defendants respectfully ask leave to refer if it be necessary so to do.

And these defendants further say, that they do not know why the sum of six thousand dollars was inserted in said deed as the consideration thereof, or by whose directions it was done, or whether it was done by the person who drew the deed of his own accord, and without being so directed ; nor do these defendants know why the name of said Elizabeth was inserted in said deed as one of the grantees, nor by whose request, direction or suggestion, it was so inserted, or whether such direction or suggestion was given by any one, nor did these defendants, or either of them, know that it was not usual to insert the name of the wife as a grantee ; or that it made any difference whether her name was inserted or not, until they were so informed by counsel when preparing this answer to complainant's bill.

And these defendants further say, that they did not, nor did either of them, to the knowledge or belief of the other, know or suspect at the time said conveyance was made and

delivered to them, that said John H. Vreeland was under 174
 any moral, legal or equitable obligation to the said complainant of any kind or description whatever; that they knew nothing of the relation existing between said John H. Vreeland, except said Vreeland had frequently said in their hearing that he had adopted said complainant; nor did these defendants, before said conveyance, ever hear that said Vreeland had promised the father of complainant to leave his property to the complainant, or that he had made any promise to him in reference to giving his property to any part to the complainant, but they frequently 175
 heard John Vreeland say, in reference to the complainant, that he had done much more for him than said complainant had done for him; and these defendants never heard a word about said Vreeland having made different wills, or any will, and therein given said real estate, or any part of it, to complainant; and these defendants did not believe or suppose said complainant had any claim whatsoever to or upon said property, or any demand against said Vreeland, but suppose and believed said Vreeland had a perfect right to dispose of his property as he pleased; and these defend- 176
 ants have no recollection of ever having heard from said complainant that he expected John H. Vreeland to give him his property at his death. And these defendants further say, that it was necessary for said Vreeland to have some one to help him on said farm, and to take the charge of it; and they entered into the said agreement with said Vreeland, in perfect good faith, and from no desire or intention to defraud or injure said complainant, or interfere in any way with any demands or claims he might have against said Vreeland, and they deny all combination with 177
 said Vreeland to defraud or injure the complainant.

And said John T. Brickell further saith, that he does not consider he has any very great bargain in said purchase, as he is bound to support said Vreeland and his wife, and two old colored servants, who are now over seventy years old, and can do very little.

And this defendant, John T. Brickell, further saith, that he denies that shortly after making the said deed to him, by said Vreeland, or at any time he said to any one that said John H. Vreeland was crazy, and was a great deal of

178 the time not fit to transact business, and did not know what he was about, or anything of that purport or effect; and this defendant denies that he ever thought said Vreeland to be unfit to transact his ordinary business, or incapable of understanding any business in which he was engaged; and this defendant has no recollection of ever saying, with reference to said complainant, that he had all things fixed now so that he was safe, and that he would spend all he had in lawing with complainant, or words of that meaning and effect, but he does recollect when about to build an
 179 addition to the house some one suggested to him he had better not do so until he was sure he was safe; but this defendant's recollection is that that remark was made in reference to said property having been entailed to the sister of said John H. Vreeland, if he died without issue, of which a rumor was in circulation, and this defendant replied that he had a deed and felt safe, and this defendant may have said when he heard that the complainant intended to claim said lands, that he felt safe under his deed and would defend his title at any expense, though he has no recollection
 180 of so saying, and if he did, he submits he can in no way be prejudiced thereby.

And this defendant further saith that he supposed his title, under his said deed, to be unimpeachable, and very soon after said deed was made to him he removed with his family to said property, and commenced building an addition to the house, and did build an addition to said house, 30x24 feet in size, at an expense, counting in the labor of this defendant of near one thousand dollars, and paid out in money therefor about six hundred dollars for labor and
 181 materials.

And these defendants all respectfully submit that no agreement for the conveyance of said lands to said complainant, or for any disposition of them in favor of said complainant, or for giving to said complainant any interest or estate therein, ever was made or pretended to be made in writing, signed by said Vreeland, and these defendants respectfully insist that under the laws of this state no agreement for any such conveyance or disposition of said real estate is valid or binding, unless the same is in writing, and these defendants think and submit that they are entitled to the benefit and protection of the law in that behalf.

And these defendants, John T. Brickell and wife, for 182
 themselves, submit that whether said agreement was bind-
 ing on said Vreeland or not, they are strictly purchasers of
 said farm for valuable considerations, and without notice of
 any claim or lien of said complaint, and should be allowed
 to hold the same without the let or hindrance of said com-
 plainant; that the arrangement between them and said
 Vreeland is one for the comfort and benefit of said Vree-
 land, and such as should be protected and favored by this
 honorable Court, and that no such decree should be made,
 as is desired and prayed for by said complainant, in his 183
 said bill, but they respectfully insist that said defendants
 should be hence dismissed, with their reasonable costs in
 this behalf most unjustly sustained; and these defendants
 deny all unlawful combination and confederacy in said bill
 charged.

THEO. LITTLE,
 Solicitor and Counsel for the Defendants.

New Jersey, ss. :

John H. Vreeland, John T. Brickell and Elizabeth his
 wife, being duly sworn, on their respective oaths, say that
 the matters and things set forth in the above answer, so far 184
 as relate to their own acts respectively, are true, and so far
 as relates to the acts of others they believe them to be
 true.

JOHN H. VREELAND,
 JOHN T. BRICKELL,
 ELIZABETH BRICKELL.

Sworn and subscribed, this first day }
 of July, A. D. 1857, before me, }

HENRY C. PITNEY,
 Master in Chancery,
 Of New Jersey.

A true copy,
 W. M. DABBITT,
 Clerk.

Between	}	On Bill, &c., Replication.
JOHN H. V. VANDUYNE, Complainant,		
<i>and</i>		
JOHN H. VREELAND, JOHN T. BRICK- ELL and ELIZABETH his Wife, de- fendants.		

186 This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication, thereunto saith that he will aver and prove his said bill to be true, certain and sufficient in law to be answered unto, and that the said answer of the said defendant is uncertain, untrue and insufficient to be replied unto this repliant, without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law, to be replied unto, confessed and avoided, traversed or denied, is untrue; all which matters and things this repliant is and will be ready to aver and prove, as this honorable Court shall direct, and humbly prays, as in and by his said bill he has already prayed.

JACOB VANATTA,
Solicitor for Complainants.

Evidence on part of Complainant.

187

Examination of witnesses taken in a cause depending in the Court of Chancery of New Jersey, between John H. V. Vanduyne complainant, and John H. Vreeland and others defendants, on the fourth day of August, in the year eighteen hundred and fifty-seven, before Vancleve Dalrimple, one of the masters and examiners in Chancery of New Jersey, at his office in Morristown in the county of Morris, in the presence of Jacob VanNatta, Esq., solicitor of complainant, and Theodore Little, Esq., solicitor of defendant. 188

Hannah Dey, of the township of Pequannock, in the county of Morris, a witness produced and sworn, on the part of said complainant, deposeth and saith: I am the mother of the complainant, John H. V. Vanduyne; my present husband is John Dey; my first husband's name was Nicholas Vanduyne; he died the 16th day of October, 1842; I think it will be fifteen years in October, now coming; I knew John H. Vreeland, and I knew his first wife; 189
her name was Rachel; Rachel the first wife of John H. Vreeland was my sister; they were in the habit of visiting me often in her lifetime, and I of visiting them, but not so often as I had a family; they never had any child to my knowledge; my son John was born in 1822, I think; I will not be certain; I think that was the date; I had one older than he, Stephen; Mr. John H. Vreeland and his wife Rachel were at my house a few days after John was born—two or three days; they made a request in respect to the baby. 190

Question. State what the request was.

Answer. They wanted him so as to give him his, Vreeland's, property.

Q. State what Mr. Vreeland and his wife said about that.

A. Well, they wanted to take him right away along if I would give him to them; I told them that they could not have him then; that if they waited till he was a year old, then they could have him; then I told them that if their intention was to take him they must have him baptized themselves; that they agreed to do; and when he was be-

191 tween seven and eight weeks old, then they sent Mrs. Garbrant, my other sister, for her to take me there on Saturday afternoon, so she, Mrs. Vreeland, could fix him, John Henry, herself; then we went Sunday to Monteith church with him; then Vreeland and his wife both stood for him, and had him baptized in their own name; they gave him the name.

Q. When Mr. Vreeland first spoke about taking John, what reason, if any, did he give for wanting him, or why did he say he wanted him?

A. No other reason, only he had had different children, and he could not bring them up right to suit him; that is all the reason I ever heard of.

192 Q. Was your husband there when Mr. Vreeland was first at your house talking about taking John?

A. He was present.

Q. Did he consent that Mr. Vreeland and his wife should take John?

A. Yes, sir.

Q. Why did you consent to part with your child; what inducement had you to do it?

A. Nothing, only the promise they made; they had always been after the children; they wanted the first one.

Q. What was the promise they made?

193 A. The promise was, they wanted some one to take care of them when they got old, so they could not do anything; the promise was all the property if I would let him go.

Q. Who was to have all the property?

A. John Henry Vanduyne; they were to take care of the child; every two or three weeks they would be there to visit him, and see to him after that time before he was taken.

Q. Did Mr. Vreeland say he would take John, but would not give him any of his property, unless he lived with him as long as he, Vreeland, lived, or anything of that kind?

A. No, sir; I never heard of such an understanding before.

Q. Would you have consented that Mr. Veerland should take John away from you and adopt him as his son, if he had only agreed to give John his property, upon condition that John lived with him as long as he, Vreeland, lived?

(All evidence as to parol agreement objected to, and this 194
question objected to, as leading and irrelevant.)

A. No, sir; I would not.

Q. Was there any condition or qualification put by Mr. Vreeland to his promise, that he would give John his property?

A. Nothing only the bare promise that he would do it; before John went to Mr. Vreeland's to live. (Waived.) John was in his thirteenth month when he went to Mr. Vreeland's to live; he lived at Mr. Vreeland's house after that with his uncle and aunt; he called them father and mother; and called me and my husband uncle and aunt; Mr. Vreeland and his wife taught him to do so. (Each sentence of this evidence objected to.) He continued to call me and my husband uncle and aunt till he was a man grown; he was ten or twelve years old before he knew we were his parents, and then the colored man told him; John worked at Mr. Vreeland's as soon as he was able to do anything, and before that he went to school I suppose. 195

Q. Did Mr. Vreeland ever tell you how John suited him? 196

A. Yes; he said he could depend upon him in everything; he was always a good, obedient boy in everything he told him; he told me that at different times when he would come to my house; he never found a word of fault to me about John; I remember Mr. Veerland being sick some seven or eight years after John went there; while he was sick I and my husband were sent for to go to Mr. Veerland's house; Mr. Vanduyne went; I could not leave home; I do not know what took place between them at that time, except what Mr. Vanduyne said. 197

Q. Do you know whether your husband, Mr. Vanduyne, ever went to see Mr. Vreeland about John having a trade?

(Objected to.)

A. I do; he went; I told Mr. Vanduyne that if Mr. Vreeland did not mean to give John anything, to show that he was to have his property, I wanted John to have a trade; I did not go with my husband; I guess John was in his seventeenth year then; John was not put to a trade; they could not spare him.

198 Q. Did you give up insisting that John should go to a trade ?

(Objected to.)

A. I did not urge any more after Mr. Vreeland promised again to Mr. Vanduyne.

Q. What is the reason you did not urge any more ?

(Objected to.)

A. I thought if he got enough to satisfy him for his labor, then he could have a house and home, and help himself as he had always lived and been brought up there.

Q. You say that your husband went to see Mr. Vreeland about John having a trade ; after your husband returned from Mr. Vreeland's, did he tell you about what Mr. Vreeland had said about John having a trade ?

A. Yes, sir ; he said Mr. Vreeland could not spare the boy nohow to have a trade ; he had more for him than a trade would be for him ; I don't know of anything else.

(Objected to.)

Q. Did Mr. Vanduyne say whether Mr. Vreeland had told him what he intended to do with his property, and if so, what did he say ?

(Objected to.)

A. He said Mr. Vreeland had told him he meant to do as he always said he would do.

Q. Did your husband, Mr. Vanduyne, make a will shortly before he died ?

A. He did.

200 Q. Shortly before that will was made, did he have any talk with you about making that will.

A. Yes.

Q. State what he said about making the will.

(Objected to.)

A. He told me he did not know what to do for that boy, John Henry ; he said that his uncle had always promised to give him, but he could not tell whether he would or not ; if he didn't give him anything, he would fall short of the rest of our children ; he said he did not know what to do for him ; I told him he must do the best he could for him ; this was on Saturday night before the will was made on Monday ; he died just two weeks after the will was made, lacking one day.

Q. What did he say would be the result if Mr. Vreeland gave John his property? 201

A. That he would be better off than all our children if he did do it.

Q. Did he give John anything by his will?
(Objected to.)

A. He mentioned his name in the will, in the forenoon when it was written, but when he came to sign it, at night, John's name was stricken out; no property was given to John by the will.

Q. Was there ever any unfriendly feeling on the part of your husband towards your son John?

A. No sir; always friendly.

Q. After John had gone to live with Mr. Vreeland, did you ever hear Mr. Vreeland say anything about giving John his property? 202

A. No sir, I can't tell that ever I have.

Witness being *cross-examined*, by counsel of defendants further says: I think it was seven years last February since I was married to my present husband; I was executrix of my husband's will.

Q. Did you pay any debt for which your husband was security for your son John?

(Objected to.)

A. Not for which he was security for John, but one for which he was security for John H. Vreeland; it was two hundred dollars, to Golim Doremus' estate; a joint note of John H. Vreeland and my husband Vanduyne; no other name on that note; there was another two hundred dollar note given in the same way, by the same persons, held by John R. Vanduyne, executor of Cornelius Vanduyne; I paid the Golim Doremus note as executrix of my deceased husband; I did not pay the other; I don't know who paid it; I believe the notes were given for money to pay on the place which was bought for John Henry; Mr. Vreeland came to my husband and wanted him to go and find out where he could get the money, and then he wanted Mr. Vanduyne to go along for security; then the executors of Golim Doremus would not let him have the money after it was counted out on the table, unless he would give a joint 203

204 note with my husband on as security; that was a little over a year before my husband died I think; the interest was due just before he died I think; the place was bought of John Miller; it was close by Mr. Vreeland's, so that he did not want anybody living on it, near by, that would have fowls about his barn; John Henry has claimed the title to it since, and has lived on it part of the time; they were to pay about seven hundred dollars; no part of that seven hundred dollars was paid by my husband, or his estate, except the two hundred dollars; I do not know who

205 the rest was paid by; it was bought in the fall after John was married in the spring; John built a barn on it after it was bought; I had eight children by my first husband, living at the time of his death; seven of them were boys; Stephen has a trade, but he has learned it since he has been his own boss; none of them were put to trades; I was not present in the room when my husband's will was written; I knew what they were doing; I did not hear it read before it was signed at night; I did not know till after my husband's death that John's name had been put in the will

206 and stricken out; I don't know who struck it out nor by whose direction it was done; the conversation between me and my husband about John having a trade was at our house; Mr. Vreeland was not present at any part of it; I do not know that he had any such conversation with Mr. Vreeland, except from what he told me after he came home; Mr. Vreeland told me at different times that John was a good, obedient boy; it was before my husband's death; it was before John's marriage; when he was ten, twelve or fourteen years of age; John frequently came to see us,

207 while he was growing up; we lived about four miles from Mr. Vreeland's; he appeared to be well clothed and taken care of; I never heard any complaint in particular but once, and then he came and told me; he was then a young man grown up, thirteen, fourteen or fifteen years old; I could not tell exactly for that; maybe a little older; I believe John had a horse he called his own, when he grew up; he rode in a wagon and always said it was his; this was before he was married or he grew up.

Q. You said they wanted some one to take care of them

when they got old and could not do anything : what else did they say ? 208

A. That I believe was all ; they expected he would live with them of course.

Q. Did they not say that they wanted some one to live with them in their old age as their child ?

A. Yes sir, and to take care of them and stay with them as they had formerly done ; that was their intention ; they said they wanted to adopt him as their own child.

Q. Was it not the understanding that they were to take him and treat him just as their own child ?

A. That was the understanding throughout ; we expected them to do it.

Q. Was anything said about its not being probable they would never have any children ? 209

A. They did not say anything about it, only that they did not expect ever to have any, as Mrs. Vreeland said.

Q. What property was he to give him ?

A. The property where he now lives on ; he had no other farm than that ; that was the property we expected he would give him.

Q. Was it that particular property or the property he might own at his death ?

A. I expected that property, and what he might own at his death too, by the promise ; John now lives in Essex county ; I guess a little over a mile from Vreeland's ; he does not now live where he used to ; before that he lived about four miles from Mr. Vreeland's ; he moved where he now lives, this spring. 210

Q. Was it your understanding that Mr. Vreeland was to give John all his property ; or the principal part of it, or that he would treat him as he would treat his own child in disposing of his property when he came to die ?

A. He always said he would give him all when he came to die.

To questions by counsel of complainant :

Q. Did you object to paying the Golim Doremus note ?
(Objected to.)

A. I did ; John Vreeland had had the money and disposed of it as he pleased.

211 Q. Did you, or not, believe and insist that your husband had signed the notes as security for Vreeland, or to help Vreeland get the money ?

A. Yes sir ; that was the reason I objected to paying it.

Q. Did your husband before he died, direct you to tell Mr. Vreeland that he must pay off or take up these two hundred dollar notes, or anything to that effect ?

(Objected to.)

A. Yes sir ; he called me to the bed and told me ; I told Mr. Vreeland what my husband told me ; I went right out doors and told him before he left ; my son John Henry had brought the interest money to our house, and my husband was not able to go and take it, and Mr. Vreeland called to

212 get it, and this occurred when he called ; when I told Mr. Vreeland this he said he knew that they had had the money, and he would go and give his notes for it ; that was on Wednesday, election day, as Mr. Vanduyne died on Sunday ; Mr. Vreeland never saw Mr. Vanduyne after that before his death ; Mr. Vreeland did not give his own notes for these.

To questions by counsel of defendants : I had no bad feelings towards Mr. Vreeland before the trouble about this note ; about a year after my husband's death ; we were not on bad terms before my husband's death, as I recollect of ; I have never collected or tried to collect that note of John H. Vreeland since I paid it.

213 On the examination being read over to witness, she says, that she desires to state that the statement that Golim Doremus' executors would not let the money go until her husband gave a joint note with Vreeland, is incorrect, and that she meant to be understood to say that John H. Vreeland would not take the money, unless her husband, Vanduyne, would give a joint note with him ; but all she knows about it is that her husband told her so ; she was not present when the money was borrowed.

HANNAH DEY.

Sworn and subscribed before me, the }
4th day of August, A. D. 1857, }

V. DALRIMPLE,

Master in Chancery of New Jersey.

Ezekiel B. Guines, of the township of Pequannock, afore- 214
said, a witness produced and sworn on the part of said complainant, deposeseth and saith: I know Jno. H. Vreeland, and have known him for a good many years; I wrote a will for him; the first one was a number of years since; I do not know as I could tell.

Question. To whom was the principal part of his property given by the first will you wrote for Mr. Vreeland?

(Objected to.)

A. My impression is, that by the first will the principal part of the property was given to the widow during her 215
widowhood, and at her marriage or decease it was to go to Jno. Henry Vanduyne; it was previous to Jno. Henry's marriage; I could not tell how long before; it was sometime before his marriage; I have written one since; that was written some time after the will was written by Mr. Sickles; it may have been some years after; it was while his first wife was living; it was left with Mr. Vreeland; I do not know where it now is; I was present when he executed the will written by George G. Sickles; I believe I subscribed that will as a witness, if my memory serves me 2.6
right; the paper now shown me is that paper (which paper I have marked Exhibit A 1, on part of complainant.

(Same was objected to by defendants.)

I saw Mr. Vreeland sign his name to that at that time; I recollect that three other witnesses, whose names are signed to that will, being present at the same time; I do not know that I should have recollected who were the other witnesses without hearing their names to the will; I presume I saw their signatures made, but can't speak for certainty; Mr. Sickles was there, and had the management of the matter, 217
and I presume it is in his handwriting, though I cannot say for a certainty; I saw the signatures made by Mr. Vreeland on the top and margin of the pages of the will.

To questions on *cross-examination* by counsel of defendants:

A. That will shown me here was left in the hands of Mr. Vreeland after it was executed; some seven years after that will was executed, Mr. Vreeland called on me and

- 218 asked me to draw another, and brought this one along, and said it might be of some use to to me in drawing another for him, and left it with me, and it has there remained from that time since till Mr. John H. V. Vanduyne took it out of my possession ; I delivered that paper to complainant without the knowledge or consent of Mr. Vreeland ; at the time I drew the last will, I was not directed to destroy this will ; it was not present when the other was executed ; Mr. Vanduyne came to my house and said he had been to Sickles', and Sickles directed him to endeavor to find that
- 219 will, and I delivered it to Mr. Vanduyne, at his request ; I do not know that it is my custom to deliver up papers entrusted to me to third parties.

Witness here desires to say, that when he delivered the will to Mr. Vanduyne, he said he merely wanted to show it to his lawyer, and would return it in a few days, and that is the last witness has seen of it until to-day.

E. B. GAINES.

Sworn and subscribed before me, this }
4th day of August, A. D. 1857, }

220

V. DALRIMPLE,
Master in Chancery, of New Jersey.

- Cornelius Bush*, of the township of Pequannock afore-said, a witness, produced and sworn on the part of said complainant, deposeth and saith : I am acquainted with John H. Vreeland ; I have known him almost as long as I can remember, but have not known him particularly so long ; my wife is a niece of his ; I was married at Vreeland' house twenty-two years ago the third day of last July ;
- 221 since my marriage I have worked for Vreeland ; for the first year or two I did not work a great deal for him ; since and from that time till a year or two back I worked there pretty much altogether ; John Henry Vanduyne was then at Mr. Vreeland's, when I first commenced to work for him ; he was working there with the rest of us ; he always called Mr. Vreeland papa and his wife mamma ; I do not know as I can say I ever heard him call them anything else ; I do not know as I have ; I mean when speaking to either one of them.

Q. Did Mr. Vreeland ever tell you how John Henry came to be with him ?

A. Yes, sir.

222

Q. State what he said about it.

(Objected to.)

A. He told me that he had taken him when he was a year old—taken him as his own, and that he had had him christened as his own, and that he had always intended to do by him as his own; he has told me a number of times that whatever he had he intended should be John Henry's.

Q. Did you ever hear him say whether he had made any promises when he got John Henry?

A. He said that he had promised to give him what he had.

(Objected to.)

Q. Did he say whether he intended to do so, or not to do so?

(Objected to.)

A. He said he intended to do so.

Q. Did Mr. Vreeland tell you more than once, or speak more than once in your presence about how John came to be living with him, and about what he intended to do for him?

A. I don't know that he ever told me more than once how he came to be living with him, but if I were to say that a hundred times I have heard him say that he intended to give him what he had, I do not think I would be out of the way.

Q. When he was telling you what he had promised to give John, did he annex any qualification to it?

224

A. I never heard any.

(Objected to, as leading.)

Q. When speaking as to what he was going to give John, did you ever hear him say that he wouldn't give John his property unless John continued to live with him as long as he, Mr. Vreeland, lived, or anything like that?

(Objected to, as leading.)

A. No, sir.

Q. Do you know whether John Henry Vanduyne, when he was a boy thirteen or fifteen years of age, knew that Mr. Vreeland had promised to give him his property?

A. He used to talk about it at that time; John worked for Mr. Vreeland from the time I first knew him till he

- 225 was twenty-one years of age; he was driving team, ploughing and mowing, and all kinds of work on the farm, along with the rest of us; he was always considered a good hand; Mr. Vreeland was always pleased with him generally; I never heard him find any fault but about one thing; I never heard him find fault with his work; John Henry went after the girls some, and he did not like it when he went after them; I remember when John went to keeping house, in the house near Mr. Vreeland's; I recollect when John was elected constable
- 226 of Pequannock township; he worked for Mr. Vreeland generally from the time he went to keeping house till he was elected constable; he was there pretty much all the time, except when he was at work on his own lot, and sometimes we went over and helped on that lot together like; it was worked along with the rest of the farm; I was sent there to work sometimes by Mr. Vreeland; I can't say where the grain raised in that lot was taken; while John was constable he worked for Mr. Vreeland; I could not say which year he had the most business of the two
- 227 years he was constable; he was gone one year more than the other, but I can't say which year it was; he used frequently to be there at work while constable; sometimes he would take a horse and be gone a day or so, and then back, and at work again; I should say he was there at work, while constable, at least half the time; I did not see any difference in his mode of working the farm after he was elected constable, from what it had been before; after he ceased to be constable, he worked for Mr. Vreeland; I do not know as I can state exactly when he did quit; the
- 228 last work I recollect doing there with him was getting out firewood in the winter, before he moved away in the spring; I think it was four or five years ago last spring since he moved away from there; a part of the time since he has lived under the mountain about four miles off; perhaps it was longer since he moved away; he lived under the mountain four years last spring; I think he had been away from Vreeland's about two years when John Brickell moved on Vreeland's farm; I knew Nicholas Vanduyne in his lifetime, when John was a boy in his teens; I saw Nicholas Vanduyne at Vreeland's.

Q. Did you hear a conversation between John H. Vreeland and Nicholas Vanduyne about putting John to a trade? 229

A. Well, I heard this conversation; Mr. Vanduyne came to Mr. Vreeland's, and we were called in to dinner, all of us together, and Mr. Vanduyne asked Mr. Vreeland, or spoke to him, and said John Henry had spoken to him about a trade; and that he felt it his duty, he said, as he was his child, to come and see about it; and he asked Mr. Vreeland whether he meant to do as he had agreed to do with the boy; that's the way he spoke; Mr. Vreeland, he said, that he did; and as for a trade, he said, that was just time thrown away, and more than that, he said he could not spare him; and, said he, I have got trade enough for him here; those are the words, as near as I can recollect; and Mr. Vanduyne said that if that was so, he had no more to say; I can't say whether John Henry was present at that conversation or not; I don't think he was; I won't be certain; John Henry was about fifteen or sixteen years old at that time; I cannot tell his age with any accuracy at that time; I recollect when Nicholas Vanduyne died; shortly after his death, I had a conversation with John H. Vreeland about the will of Nicholas Vanduyne. 230

Q. State what it was.

(Objected to.)

A. After he had been dead sometime, I can't tell how long, me and Mr. Vreeland were together, and I asked him if he knew how the will was; he said he did—that he had heard; and then I asked him if John Henry had not got anything by the will; he said no, he had not got anything; I told him I thought that was kind of queer that he had not given him anything at all; he said John Henry did not need it; he had enough without it; I knew Vreeland's wife, Rachel; I heard she had made a will before her death; I am not sure that her husband knew that she had made the will before she died. 232

Q. If you know anything about it, state what you know.

A. I took her to Esquire Speer's myself, and she told me that was her business to make her will; that was not a great while before she died; but I can't tell exactly how long; it appears as if I and Mr. Vreeland did have some

- 233 talk about her having made her will before she died ; but I won't be sure about that ; I think he told me, one day, that she had willed her property to John Henry ; that was before her death ; but I can't be positive about it ; I recollect of John H. Vreeland being sick a year or two after his second marriage ; I guess it was somewhere about a year after his marriage ; may be not so long ; it was the next summer after his marriage in the fall ; he was sick quite a while ; three or four weeks ; perhaps longer ; I do not recollect the time ; I was there, at the house, a part of the
- 234 time during his sickness ; I was there, and helped take care of him, part of the time, and John Henry was there, and helped part of the time ; we used to take turns nights ; I would stay a night or two, and then John Henry a night or two, and so on ; he needed a good deal of attention during some part of the night ; John Henry's wife was about the house part of the time ; I was there after he was improving and nearly well ; about that time, I was there one night with him, when he was on the mend, and he was so much better we did not set up with him all the time ; I was
- 235 there principally for the purpose of giving him medicine, and had a bed on the floor close by him, so that he could wake me in case I was not awake ; and through the course of the night, I can't tell what time of night it was, I was up, and he commenced talking about John Henry, and telling how John Henry had waited on him through his sickness, and said that he could never call on him amiss—any time of day or any time of night, whenever he called on him, he was always ready ; and he said he meant to reward him for it ; Mr. Vreeland's wife was sick shortly before he
- 236 was, and she was not then entirely well ; she had been very ill for a long time ; she was entirely helpless a part of the time ; we had to lift her ; there were a good many different ones helped take care of her and tend her ; and part of the time me and John Henry and my folks and his folks and Mr. Vreeland's folks ; a part of the time she had to be moved about in a chair ; I have seen John Henry's wife and him there ; I do not know that I ever saw John Henry moving her alone but once, and that was after she got better ; he was walking her about the floor, so as to give her exercise ; she was weak like ; I did not see but what John

Henry and his wife were kind and attentive to Mrs. Vreeland during her sickness; they were there back and forth a good deal; I saw nothing to the contrary; after Mr. Vreeland's marriage, his barn was repaired; it was the next spring after his marriage; I believe his house and barn both were repaired; when we were at work there at repairing the house and barn, I heard him tell John Henry he ought to be there at work, for, says he, it is more for your interest than mine; I will soon be gone, and then it will be yours; John was there then, working around there; one of the carpenters was Stephen Vanduyne, and Albert Vorhies another; I heard Mr. Vreeland say this while Albert Vorhies was working there; I remember John Henry being sick one summer; if I remember right; that was the summer after the barn and house were repaired; it was a year and a half or two years before John Henry moved away; I can't tell exactly how long; he was taken sick the latter part of July or first of August; I could not tell exactly when it was; we had just about finished the harvest when he was taken down; me and his brother finished it the next day after he was taken down; John Henry helped in the harvest till he was taken sick; he worked in the harvest the day before we finished; the day before, he was taken sick at night; from the commencement of the farming season till John Henry was taken sick, he had been home, there working on Mr. Vreeland's place; he was sick quite a while, quite sick, and then he got better, so that he was around, but did not do much for quite a while; he had a physician—Dr. Fairchild; I mean Dr. Kitchell, not Fairchild; I thought John was sick while he was complaining; I know he was part of the time; that summer before John was sick, I cannot say that Vreeland and his wife were away, visiting.

Q. Did you ever hear or see anything which indicated an unfriendly feeling on the part of the present Mrs. Vreeland towards John Henry or his wife?

(Objected to.)

A. I can't say that I ever heard the woman say anything against John Henry particularly; I was there, one day, and Mrs. Vreeland talked to me, and said that John Henry's wife had told Mr. Vreeland that the nest would

241 soon eat him up, and she would let Fanny know she said that her folks had always had enough to eat, and had enough without coming to Pine Brook for it; and just such folks, she said, she did not like; and she said she wished she was out of the place where she was; that's all I have ever heard her say unfriendly; that was the second summer she was there.

Q. Do you know whether Mr. Vreeland wanted John Henry to stay where he was living, or wanted him to go away: did you ever hear him say anything about it?

242 A. I never heard him say anything about it, one way or the other, that I recollect of.

Q. Did you hear Mr. Vreeland say as to whether he was going to have, or wanted to have, anything more to do with John Henry, or anything to that effect?

A. Some short time before John Henry moved away from where he lived, me and Mr. Vreeland were going to or coming from Newark, and he told me that he would not have anything more to do with him at all; I asked him why, and he said because he had got entirely out of conceit
 243 of him; those were the words he used; he said nothing else particular then; perhaps it was three months before John moved away; it was in the winter as John moved away in the spring; I did not afterwards tell John Henry what Mr. Vreeland had said to me; he told me once since that, that if he altered his writings, he would fix it so that neither me nor John Henry, either one, would get any of it; that was the time that we had a disturbance about some grass; I went to him to talk with him about the grass, and ask him why he had taken it, or put other people on to
 244 mow, and then I told him I was going to prosecute him for so doing, and he did not want me to, and in the conversation we had, he said, if he altered his writings, he would fix it so, that neither I or John Henry would get anything, and I replied he might take his property and stick it in his backside, if he had a mind to, that I was going to have pay for the grass; that was after John Henry had moved away from Mr. Vreeland's place; I know John T. Brickell; I first became acquainted with him after Mr. Vreeland married the woman he has.

Q. Before he commenced living on Vreeland's place, did he and his wife visit at Mr. Vreeland's? 245

A. Yes, sir; they were there occasionally not very often; two or three times a year; maybe oftener; sometimes they would stay two or three days; Mr. Vreeland and his wife visited at Brickell's, as they said, two or three times a year; I could not tell exactly as to the number of times; sometimes they would stay a week at a time; most generally would stay a week when they went down there amongst their folks.

Q. Was Mr. Brickell at Mr. Vreeland's about the time the house and barn were being repaired, or soon after that? 246

A. He was there shortly after it was repaired; I saw him at that time; I had a little conversation with him at that time about John Henry Vanduyne.

Q. State what it was, how it commenced, and what was said between you.

A. I was at the barn, then at work; Mr. Brickell came there with his horses, and after he took care of them, he came to me, and began to talk about different things, and amongst the rest he got to talking about the barn, what a large floor we had, and he did not like such big floors, he said; he told me that he had been building or repairing his; I can't say which it was, and said he, the old man (Vreeland) does not like my barn, because the floor was not big enough; then he went on to state how he would have fixed this if it had been his; then I told him that uncle John would not have it any other way whilst he lived, and I told him if it got into John Henry's hands, I supposed it would soon be altered; then he wanted to know where he lived, and I told him, and he wanted to know if he was heir to that property, and I told him that that was so calculated; then he wanted to know how, and I told him; I told him that he was his adopted son, that he had taken him as his child, and adopted him as his son; that's about all the conversation we ever had about him. 247

Q. In that conversation, did you or not tell Mr. Brickell that Mr. Vreeland had promised to give that property to John Henry, and if so, state what you said to him in regard to John H. Vreeland's promises to John or his parents? 248

(Objected to, because leading, and because witness has

249 already given in his own way the conversation between them.)

A. Mr. Brickell asked me if that was so what I told him, and I told him Mr. Vreeland had told me so.

Q. What did you tell him Mr. Vreeland had told you ?
(Objected to.)

A. This property, that is, that Mr. Vreeland had promised to give him this property, that is what I meant ; when he asked me if he had adopted John, I told him yes, he had told me so ; what I meant was, that he had promised to give him the property.

Q. I want to know whether you did or did not then tell Mr. Brickell, in distinct words, that Mr. Vreeland had told
250 you he had promised to give that property to John ?

(Objected to, as leading, and as having been asked and answered.)

A. I told him that Mr. Vreeland had told me so ; John Henry was then living in the little house adjoining Mr. Vreeland's place ; that was more than a year before Brickell moved on the place.

Q. Was the repair of the barn and house made before or after Mr. Vreeland's sickness, which has been spoken of ?

A. It was before ; Mr. Vreeland has lived there on the farm since Brickell has lived there.

Q. What is that farm worth ?

A. It is worth between seven and eight thousand dollars, I suppose ; somewhere there about, I suppose.

251 Q. Did you ever hear Mr. Vreeland speak of having had an offer for that farm from Mr. Henry Beach, or any other person ?

A. Mr. Vreeland told me himself that Dr. Gaines had come there, and asked him if he wanted to sell his farm, and I think he told me he had told him yes, and he told him to set his price, but I won't be certain whether he said it was eight or ten thousand dollars he asked for it ; that was some years ago, and he said the Doctor told him to make out his deed, and he could have the money, whatever the price was ; he said aunt Rachel would not let him, was the reason he did not make out the deed ; she said that if he sold his place, he should sell her with it ; I knew a horse which was kept on Mr. Vreeland's farm, and called John Henry's.

Q. How did it come to be called John Henry's?

252

A. Mr. Vreeland said he had given it to him when it was a colt, that was what he told me; the horse was used on Mr. Vreeland's farm the same as the rest of the horses; he was used, and always kept there, till John Henry moved away to the little house, and then John Henry took him with him when he moved there; he was used on the farm the same as he always had been, only he was kept over at John Henry's; for the last year he was not used so much on the farm; I do not recollect that he was on the farm at all the last year; he might have been on the farm then; I recollect John Henry's carting to and from Boonton; I know Mr. Vreeland drew part of the money earned by that carting; he told me he was going to draw it, is all I know about it; it was pay-day in Boonton; he told me he was going to draw the money for the carting.

253

At this point the examination was suspended, and adjourned by counsel to Thursday next, the 6th instant, at nine o'clock, A. M., at same place.

254

THURSDAY MORNING, August 6th, 1857.

Examination of witnesses resumed, pursuant to adjournment.

Witness being *cross-examined* by counsel for defendants, further saith: I do not know as I could tell just how much I worked for Mr. Vreeland; the first two years after I was married I worked a considerable; the first year quite some, a number of days; I would venture to say one-third of the time anyway; I think I did; I speak now of the first year; I did not work a great deal the second year nor the third year; I was there a considerable the third year, but did not work much, as I was not well; the fourth year I worked there a good deal, one-half the time at any rate, if my memory serves me right; when I did work out, after the first two years, I worked there pretty steadily when I worked out at all; I am a mason by trade; I have followed my trade very little since my marriage; I worked by the day for Mr. Vreeland; he kept other hired help steadily; he had different ones; he used to hire men by the year;

255

- 256 he had a colored man who lived with him; I worked on the farm, and the old gentleman worked on the farm himself; he did not hire any man steady by the year but one; one summer he did have two, part of the season; when he hired anybody I was generally there; I worked there a good deal; he did not cultivate his whole farm quite; it is three or four years since I quit working for the old gentleman; I quit working for him when he had the difficulty about the grass; I have never worked for him since; I can't recollect whether I worked for him that summer before we had the difficulty about the grass or not; I do not think I did; I do not know that I have worked for him since John Henry moved away from there; I worked at
- 257 home, on my little place, when I was not working for the old gentleman; I occasionally worked a day for another man; there is about three acres of my place that I cultivate.

Q. When and where did the conversation take place in which you say the old gentleman told you how John came to be living with him?

A. He has told me that so often that I do not know that I could tell one particular place.

Q. Did you not say upon your principal examination that you did not know?

(Waived.)

Q. What were you doing when he told you how John Henry came to be living with him?

- 258 A. He has told me when we were riding along the road together in a wagon; I can't tell exactly what we were doing; he has told me that at least twenty different times; it was no uncommon thing; I do not recollect where we were riding to, from Newark or to Newark, or back of the Meadows, or some place; it has been so often, I do not recollect.

Q. Do you recollect of his telling you, when riding to or from Newark, or back of the Meadows, how John came to live with him?

A. I recollect of his telling me; yes, sir; I think one particular conversation was when we were coming from Newark, that is some years ago; I cannot tell you how long; its when I first began to work there; that's the first

time I recollect of his telling me along the road; it was 259
 along in summer or spring; I can't tell just what season of
 the year it was; we had been down to Newark to market,
 with butter and eggs; we had not been down with poultry;
 I never went down with him with poultry to my recollection;
 I frequently went with him to Newark, with butter
 and eggs; I went with him for other purposes besides taking
 butter and eggs, with timber and bark; that is the first
 time he told me expressly, but I had heard him and Mrs.
 Vreeland talk of it before in the house.

Q. What reason did he assign for taking John Henry to
 bring up, if any?

A. I don't know that he told me any reason at all; I
 don't recollect any; I do not know as he said anything 260
 about not having any children of his own to take care of
 him in his old days; I would not be so sure; the old gentleman
 has told me about how John Henry came to live
 with him back of the Meadows; he has told me so often I
 cannot tell when and where.

Q. Did you not say upon your principal examination
 that you did not know that Mr. Vreeland had ever told
 you more than once how John came to be living with
 him?

A. If I did I misspoke myself, that's all; I did not understand
 the question if I did.

Q. Did you not say in answer to this question by Mr.
 Vanatta: Did Mr. Vreeland tell you more than once, or
 speak more than once in your presence, about how John 261
 came to be living with him, and what he intended to do
 for him?

A. I don't know as he ever told me more than once how
 he came to be living with him, but I think if I should say
 I had heard him say a hundred times he intended to give
 him what he had, I would not be out of the way; if I answered
 that in that way I misunderstood it, for it would not
 be right.

Q. State exactly what he said when he told you how
 John Henry came to be living with him.

A. Well he told me this, that he had taken him when he
 was about a year old; that he had had him christened as his
 own, and had always had him ever since; that's all about

262 that; that was the language, as near as I can speak it, that he used; he said about the same every time when he told me how he did take him; he never told me how he came to take him or how he agreed to take him; Mr. Vreeland is upwards of sixty, I think, but I do not know his age.

Q. When was it when he told you he intended to give John Henry his property, or whatever he had should be John Henry's?

A. At one particular time, that I recollect, we were on the wood pile, right across the road from the end of his
263 house; that was the time Mr. Vanduyne, John Henry's father I have reference to, had been there to talk to Mr. Vreeland, about John Henry's going to a trade; then after Mr. Vanduyne went away, Mr. Vreeland came out where I was at work on the wood pile and told me; "Now, says he, that boy I can't spare; I have promised to do well by him, and I mean to do it, and give him what I leave behind;" those were the words he used.

Q. Was that the first time he told you that what he had he meant should be John Henry's?

264 A. As for that I cannot say.

Q. Is that the first time you recollect of his telling you?

A. I do not know whether this was before or after he told me the time when we were coming from Newark; I mean the time I have before spoken of, when I came from Newark with him.

Q. Do you recollect that he told you that time coming from Newark that John Henry should have what he left?

A. I do not know that he used just them words; he said to the same effect.

265 Q. What property did he say he intended he should have?

A. He never mentioned no particular sum, nor no particular property; he always told me John Henry should have it when he was done with it.

Q. Where were you when John Henry talked to you about the old gentleman's promises to give him his property?

A. I recollect one particular time; once we were in the orchard, sitting under an apple tree, about the time that he wanted to go to a trade, he said that Mr. Vreeland had promised to give him his property, but he did not know

whether he would get it or not; that's the words he used, 266
 and that was the reason he wanted to learn a trade; he did
 not know whether he would get the property or not; I
 could not tell how many years this was after my marriage;
 four or five years likely, maybe more and maybe not so
 much; it seems to me as though we were mowing; I do not
 recollect what time of day it was, whether forenoon or
 afternoon; it was before the conversation between Mr.
 Vreeland and John Henry's father; I can't tell you what
 year John was elected constable; I can't tell how much
 business he did as constable; it appears to me I have 267
 heard him say he attended Courts at Morristown, but I
 do not know anything about it; I think this conversation,
 under the apple tree, was in the summer, and the next
 spring Mr. Vanduyne was there, and had the conversa-
 tion with Mr. Vreeland, but I won't be so positive.

Q. State exactly what John said in that conversation.

A. I do not know as I could tell every word that he said,
 it is so long ago; he talked that he wanted to have a trade,
 and they would not let him; he said he would like to have
 a trade; I do not recollect exactly what he did say; that's 268
 the principal part of the conversation; what other words
 he put there I cannot say.

Q. Do you recollect of anything that John said in that
 conversation besides what you have stated in the last an-
 swer? If so, state it.

A. It appears to me as if he said a trade he could never
 lose, if he had it; I do not know as I can say anything
 more what he said, to be sure, while John was acting as
 constable; he cultivated his lot himself, so far as I know;
 there were three, four or five acres that he cultivated; 269
 there are ten acres in the whole place, if I understood
 right.

Q. What year was it that Nicholas Vanduyne made that
 visit to John Vreeland that you spoke of?

A. I could not tell; it was some little time before Nicho-
 las Vanduyne's death, but I could not tell how long; I
 think it was in the spring of the year; I was morticing
 joists when he came there, right across the road from the
 house on wood pile; Mr. Vreeland was gone to mill when
 he first came there; I don't recollect where John was; I
 do not recollect whether he was home or not; Mrs. Van-

270 duyne did not come with her husband ; I do not recollect whether John was at dinner with us or not ; it runs in my mind as though he was not.

Q. When did you first repeat the conversation you heard between Mr. Vreeland and Mr. Vanduyne, and to whom did you repeat it ?

A. The first one that I recollect was my wife, when I went home at night ; I do not know who else or how many I have repeated it to ; I have no doubt I have told it to John Henry ; I can't tell any particular time, until recently,
 271 when he asked me about it ; I could not tell you the year Nicholas Vanduyne died ; I think it was the first summer after Mr. Vreeland was married that he was so sick, but I am not sure ; I think it was Dr. Maynard or Dr. Winans was his physician ; perhaps both ; I know they were both there sometimes ; I don't recollect what time it was in the summer when he was taken sick ; I was with him considerably ; his colored man did not help to take care of him much ; he was too old ; I do not know whether he was sick the second season after he was married ; he was frequently
 272 sick, and always has been since I have known him ; the sickness in which John and I took so much care of him was just after his wife's sickness and while she was recovering ; he was so sick as to need persons to take care of him and sit up with him ; he needed sitters up two or three weeks—perhaps longer—perhaps less ; he did not, in that conversation at night while he was sick, say anything about rewarding me for my kindness ; his wife was taken sick in the early part of the season, and he was taken the latter part of the season, if I recollect right.

273 Q. What reply did John make to the old gentleman when he told him that he ought to be there helping to repair the barn and house ; I don't recollect that he said anything at all.

Q. State as precisely as you can the language the old gentleman used.

A. Well, it appears as though John Henry had been away, or did not get there soon enough, and the old gentleman said, " John Henry, you ought to be here at work at it, and not leave it for me to do, for it's more to your interest than it is to mine, for," says he, " I won't be here long,

and then it will be yours; that's about all; John Henry 274
 was not sick but once after the old gentleman's marriage
 that I recollect of; John's brother Elijah helped to finish
 the harvest that year; I helped; I do not recollect whether
 my father helped or not; I worked for Mr. Vreeland; I do
 not know as I could tell you particularly what my business
 was at Newark when the old gentleman told me that he
 would not have anything more to do with John Henry; we
 had been with something to market—what I cannot tell;
 one reason he gave me for being out of conceit of him was, 275
 that he had not used the old woman well, he said; and an-
 other reason he gave for it, he said that him and John
 Henry had undertook to settle, or settled—I can't say
 which—and if my memory serves me right, he told me
 that there was a balance coming to John Henry, and he
 told me he had laid the money on the table for him and
 demanded a receipt, asked for a receipt, and that John
 Henry had picked up and walked off and would not give a
 receipt; that was the grounds; he said he had got out of
 conceit of him; I do not know that I ever told this conver-
 sation to anybody till recently here to John Henry; I 276
 might have talked of it at home; I do not think I told John
 Henry soon after he moved away; John Henry and I have
 always been intimate; I do not know why I did not tell
 him of it before—probably I did not think of it when I
 seen him; we did not talk about his claim against the old
 gentleman frequently after he moved away till within a
 year past; I do not recollect that I said, in that conversa-
 tion to the old gentleman, anything about his having said
 that he intended what he had should go to John Henry; I
 don't think he said anything at that time about that having 277
 been his intention, but that now he would not do it; the
 reason he assigned for not giving me or John Henry any-
 thing, if he altered his writings, was, that if I prosecuted
 him he would alter his writings, and if he did, he would
 fix it so that neither I or John Henry should get anything;
 I prosecuted him; John was a witness for me in that case;
 I have not heard him complain of John taking sides
 against him in that controversy while John was living with
 the old gentleman; I recollect of his carting charcoal; I
 suppose he bought it; I do not know where he got it; he

278 did not get it off Mr. Vreeland's place ; I do not recollect how long he was engaged at it ; I think one season principally ; I do not know where John got his living from after he was married ; I have seen him come to the old gentleman's and get things ; have seen him take meat from there ; won't say I ever saw him take flour ; I might ; I suppose he got his living principally from the old gentleman's ; I thought so ; I have always heard the old gentleman say repeatedly, ever since I have known him, that he was getting old, and would have to sell his farm ; I think it is likely I have heard him say so when John was present ; he gave a reason why he would have to sell, or wanted to sell ; sometimes he would give one reason and sometimes another ; sometimes he said it took all that he could make to keep the place in order ; sometimes he would say he was tired of working and slaving in that way, and he could live easier on the interest of the money ; then I have heard him say that he had no one to leave it to, and he would sell it and give it up ; I have heard him say he was getting too old to have so much care ; all the family he has ever had since I have known him is John Henry, two old colored people, and his wife ; a colored man and woman ; they are pretty old ; I could not tell you how old ; may be eighty or over ; Mrs. Vreeland is about her husband's age, I should judge.

280

Q. In complaining about the care of his farm, and talking about selling it, and living easier, did he not complain that John did not relieve him more of the care of the farm ?

281 A. I have heard him complain about that ; yes, sir, he would scold about it ; I can't say just what he said ; he complained that John Henry did not go on with the work, instead of leaving him to be the judge of it ; that was his meaning, as I took it ; that is as near what he said, as I can tell ; he complained that he would not take hold of it, and take it off his hands ; I have heard him speak of that a number of times ; I could not tell you how long or how often.

Q. Did he not say, in the same conversation, that he was getting too old to have so much care himself ?

A. I have often heard him say that—yes, sir.

Q. Did you ever hear him say, before he would have so

much care and trouble, he would sell his farm, and go from 282
one end of the money to the other?

A. No, sir; he has often made these complaints I have spoken of to me; I do not know who was by besides me; it was very common for him to make them; he has always worried about the care of his farm; I do not know that I am a competent judge of the value of that farm; I do not know that there is any difference in the value of the farm now from what it was when he sold to Brickell, with one exception—Mr. Brickell has built a new house there.

Q. How much has that house cost, in your opinion? 283

(Objected to.)

A. I do not know that I could tell, as I have never been into it; I should suppose it had cost somewhere in the neighborhood of a thousand dollars, but I do not know as it has—maybe it was more; there are some other improvements made by Brickell around the house—some fencing around the house; I should think the farm was worth about the same when sold to Brickell as in the lifetime of Mr. Vreeland's first wife; John used to cart from Boonton in the winter season; I do not know as I can tell how 284
many winters he was engaged; I think more than one, though; he had Mr. Vreeland's team, with the exception of this one horse, which was called his; it was some years ago; I can't tell exactly how long; it was before aunt Rachel died, any way; he did not cart steady; I could not say what proportion of the time; it was in the morning, just before he started to go, that Mr. Vreeland told me he was going to draw the money; I can't tell how long after the work was done; John Henry has been in possession of the land owned by the first Mrs. Vreeland since her death; 285
he claims it as his, I believe; I could not tell how much there is of it, though I have heard.

Q. What is its value?

(Objected to.)

A. I suppose it is worth \$300 or \$400; the conversation I had with Brickell, was not the first time I saw Brickell there after the old gentleman's marriage.

Q. State as precisely as you can the whole of that conversation.

A. I will, as near as I can recollect; I was at the barn

- 286 —either in it, or somewhere close to it—and Mr. Brickell came with his horses or horse, and we got into conversation about different things, and amongst the rest the barn was spoken of, and the barn floor, and size of it; and Mr. Brickell said he did not like such big barn floors, nor such fashioned barns, and if it were his, he would alter it, or turn it the other side or end to, or something like it; and then I think he said he had either repaired or built him a new one, I can't say which, and that the old man did not like it; then he said, "He is a queer old devil about such things,"
- 287 or something to that effect; and then I spoke, and said he wanted things to his own notion, and that I supposed you could not hire him to have any barn but such a one, or something like that; then there was something said—that he, Brickell, would never have went to such an expense for such a big roof; and then I told him that I supposed if it got into John Henry's hands that he would alter it, likely; then he asked me about John Henry, where he lived, and whether he was heir to that property, and I told him it was so calculated; and told him that Mr. Vreeland had told me
- 288 so; that's about the sum and substance of it, as near as I can recollect; I was forty-three years old the twenty-second day of July last.

To questions by counsel of complainant:

- Mr. Vreeland worked as a field hand but a small part of the time; he would work with us a part of the time a little and then be off; I think I have known him to plough all day with a team; that was but very seldom; he would
- 289 sometimes help rake and bind in harvest, and he would sometimes rake hay; taking the summer season through, I should not say he worked half the time; he worked more than that when I first knew him, but he never worked steady like the rest of us; John Henry was a young man grown in size when Mr. Vanduyne was there talking about his going to a trade; he was big of his age; in principal kind of work when I first went there, John Henry could do as much as one man need to do or ought to do; in the conversation under the apple tree about John Henry going to a trade, I advised him to go to a trade by all means;

well, he said he did not know as they would let him ; they 290
 would not let him was the answer ; I told him, let the old
 man give you something, to show for that, a deed for a piece
 of land or something like that, and then you'll be safe ; he
 said the old man would not do that or something of that
 kind ; he did not make me much answer about it.

Q. He said they would not let him go to a trade ; who do
 you mean by they ?

(Objected to.)

A. He was talking about his papa and mamma, as he
 called them at that time ; I do not know that I ever heard 291
 him say what trade he wanted to learn ; John Miller owned
 the lot before John occupied it ; I think Miller went out
 to Ohio when he left that lot ; he sold because he was
 going away ; I heard Mr. Vreeland talking about buying
 Miller's lot ; he said he did not know who might get it, and
 he did not want anybody there, and he believed he would
 buy it ; for the last fifteen or twenty years Mr. Vreeland has
 complained some of his health ; when Mr. Vreeland com-
 plained that John had not used the old woman well, he
 meant the present Mrs. Vreeland ; he said John Henry 292
 had accused her of watching him, John Henry ; that's all ;
 he did not say how he knew that ; I do not know as I could
 tell when I first heard him talk of selling his farm ; I think
 it was before John Henry was grown up ; I never heard
 him ask John Henry to take the farm on shares or to take
 the entire control of it.

Q. From what you saw of the old man's way of getting
 along there, do you think he would have permitted John
 to take the control of the farm entirely, so that he would
 have had nothing to do with it ? 293

(Objected to.)

A. I don't think he would.

Q. Why ?

(Objected to.)

A. Because he always said he meant to be boss himself
 as long as he lived ; I have heard him complain of the
 other hands about him besides John ; he would complain
 of them all generally so, that they did not do enough to
 suit him often ; those fault finding spells did not last long ;
 he would blow around awhile, a little, and then it would
 be over.

294 Q. For the last twenty-five years, what has been Mr. Vreeland's temper and disposition ; has he been generally even-tempered or very changeable in his temper ?

(Objected to.)

A. Very changeable as long as I have known him ; twenty-five years is longer back than I can go.

Q. When he told you about going to Boonton about drawing money, had John quit carting, or was the carting going on at the time ?

A. That I don't know ; the brothers and sisters of Rachel
 295 Vreeland were Martin J. Young, David Young, Charity Vanhouten, that's all ; I have heard John got conveyances from the heirs after her death for the land she left him by her will ; I never heard anything like a quarrel between John Henry and Mr. Vreeland ; I never heard John give Mr. Vreeland any uncivil language or answers ; Mr. Vreeland would get his hands to work early if he could ; he generally had them to work early, and we generally worked till dark ; I have worked there till ten o'clock at night in the hay field ; John Henry was always with us when he
 296 undertook to work ; he generally went a-head ; I have heard the old gentleman say, that John was very saving, and particularly when he was away carting ; I recollect John carting charcoal for Mr. Vreeland to Newark ; we cut the wood on the edge of the Fairchild meadow on Mr. Vreeland's premises ; that is part of the carting charcoal I spoke of in answer to Mr. Little's question.

To questions by counsel of defendants :

297 I said the charcoal he carted was not carted from Mr. Vreeland's premises, but I did not think of these pits at the time ; I was first put in mind of it when John Henry asked me if I did not recollect his carting them the same season ; he asked me that during the adjournment for dinner ; that one season is all I know of his carting charcoal ; I think only one pit was burnt on the Fairchild meadow, three or four hundred bushels, perhaps ; very often when the old gentleman would complain about John not driving up the work, he would make no reply to him at all ; that would most generally be the case ; the complaint generally

was that he was not there in time, working early enough 298
in the morning, and that he had to go and look after the
hands; at the conversation under the apple tree John did
not say anything about his own father and mother; I can't
tell how long it was before his father came there to see
about the trade; so far as I can judge, the farm has been
managed well and right since Brickell has been there; all
I know about it is from passing along the road; I have not
been on it or over it.

Q. Can you tell what help Brickell has had there?

(Objected to.)

A. I do not know; when I went there to work for Mr. 299
Vreeland first, the colored man was pretty good yet; he
would do a pretty good day's work—common work.

his
CORNELIUS + BUSH,
mark

Sworn as aforesaid, and subscribed }
before me, this 6th day of August, }
A. D. 1857,

V. DALRIMPLE,
Master in Chancery of New Jersey.

Catherine Miller, of the township of Pequannock afore-
said, a witness, produced and sworn on the part of said
complainant, deposeth and saith: I live about a quarter of
a mile from John H. Vreeland; I have lived there forty
years or over within a mile; I have lived where I now live
twenty-five or six years last past; I have been acquainted
with Mr. Vreeland during all that time; I was acquainted
with his first wife, and on friendly terms with both of them; 300
I knew John Henry Vanduyn; I have known him thirty
years, or better—thirty-three, I guess; he lived at Mr.
Vreeland's; Mr. Vreeland was at my house when John
Henry was a small boy; he, Mr. Vreeland, was working on
the road when he called in our house; he stopped in to
light his pipe; some conversation took place between us at
the time about children.

Q. State how the conversation commenced—what you
said, and what he said?

A. I had a child on my lap, and he said I had a nice

301 child, or something like that; I asked him whether he did not wish that he had one; he said he had one, and thought a good deal of him; then he said he thought as much of it as his own, and took it as his own, and meant to give it all he had; and then I told him he was young enough to have children of his own, and asked him if he would not give it part of his property if he had one; that was fixed, he said, so that it could not be altered; his word was as good as a bond, he said; that is all I believe at that time.

Q. What did he say he would do in case he should have a child of his own?

A. He said that was fixed, and it could not be altered.

302 Q. Was it in that connection that he said his word was as good as his bond?

(Objected to, as leading.)

A. Yes, sir; John Henry must then have been four or five years old, I guess; I have a son near John Henry's age, within five or six months; the child on my lap was a girl, younger than my son; I recollect the first Mrs. Vreeland's dying.

Q. From the time John first went to live with Mr. Vreeland, till the first Mrs. Vreeland's death, did you hear Mr. Vreeland, at different times, speak of John?

A. I have heard him say frequently he was his child, and he took him as his.

303 Q. From what he said, could you learn whether John's conduct was satisfactory to him or displeasing?

(Objected to.)

A. He always seemed to speak with respect of John.

Q. During that time did you ever hear him complain of John?

A. No, sir.

Q. Do you recollect a sickness which Mr. Vreeland and wife had after his second marriage?

A. Yes, sir; I was there at the house twice during Mrs. Vreeland's sickness, and once while he was sick.

Q. Did you see John Henry or his wife at the house while Mr. Vreeland was sick?

(Objected to.)

A. I think I saw John there at the door once during Mr. Vreeland's sickness.

Q. Did you hear Mr. Vreeland say anything about John 304
at that time?

A. Not that I recollect of, nor did he while Mr. Vreeland was sick.

Q. Did you at any time hear Mr. Vreeland say anything about John's having been good in sickness, or anything like that?

A. I heard him say he did not know how he would do without John, he was a great help to him; this he told me when his wife was sick—his last wife; Mr. Vreeland said John Henry was there a great deal while his wife was sick.

Q. Do you know whether the present Mrs. Vreeland, before John moved away from the place adjoining Mr. Vreeland's farm, was friendly or unfriendly towards John? 305

(Objected to.)

A. She did not like John Henry very good.

Q. What makes you think she did not like John Henry?

(Objected to.)

A. She said he came there and pried into everything, and she found fault he was there so much; that was when Mr. Vreeland was sick she told me that.

Q. Did you ever hear her make complaint or say that John Henry exercised too much authority or control there?

A. He was there too much she said; she did not like him there.

Witness being *cross-examined* by counsel of defendants further saith: Mrs. Vreeland and I are upon good terms; her complaint was that John Henry was too much around 306
out doors; she did complain that he was too much in the house helping them; she said he picked up a pot and sat it down, and had broke a piece out of it, an iron kettle; she complained that he did not say anything about it afterwards; her complaint was that he had taken it up without asking for it; she told me this shortly after she and Mr. Vreeland had been sick and recovered; she said nothing to me about John's denying it to Mr. Vreeland; she did not tell me anything else he picked up; she did not say anything about his oversight of the farm while Mr. Vreeland was sick, nor about his nursing or taking care of Mr. Vreeland; she did not say who did take care of Mr. Vreeland;

307 she said she did not like him coming round and peering into everything ; he said if he had a child it was fixed, and he could not alter it, that his word was as good as his bond ; I thought it was queer at the time, which made me remember it ; this was what Mr. Vreeland said in the conversation before referred to with Mr. Vreeland, at my house.

Questions by counsel of complainant :

Q. In this conversation which you had with the last Mrs. Vreeland, did she complain that John had been inattentive to Mr. Vreeland during his sickness, or neglected
308 him ?

A. No, sir ; I do not know that she said when John had broken this pot it was a large kettle ; I believe they kept it out of doors or in the kitchen shed ; I do not know where they kept it ; out somewhere.

CATHERINE MILLER.

Sworn and subscribed before }
me, August 6th, 1857, }

V. DALRIMPLE,

Master in Chancery of New-Jersey.

Henry Cole, of the township of Pequannock, aforesaid, a witness produced and sworn on the part of said complainant, deposes and saith : I knew Nicholas Vanduyne, the father of John Henry, in his lifetime ; I wrote his will for him a few days before his death ; I believe I subscribed the
309 will as a witness.

Q. Look at the paper now shown you, and say whether that is a copy of the will you wrote, (which paper I have marked Exhibit A 2, on part of the complainant.)

A. I believe it is a copy of what I drew.

Q. When you were about drawing the will, did Mr. Vanduyne speak about making a provision for his son, John Henry ?

A. Yes, sir.

Q. State what he said.

(Objected to.)

A. When drawing the will, John H. V. Vanduyne was named in the will, with the other heirs, equal with the rest, except his brother Stephen; this was in the forepart of the day, and witnesses not being there, I returned in the evening to Mr. Vanduyne's house, to have the will executed, then he wished me to leave John Henry Vanduyne's name out of the will, and requested me to do so, which I did, agreeable to his request.

Q. What reasons did he assign for having John Henry's name erased?

(Objected to.)

311

A. They were these; John H. Vreeland had taken him to live with him, or adopted him, I can't say which, and that he was to give him satisfactorily, and that he would have a sufficiency if John Vreeland did as he promised, without getting anything from home; for these reasons his name was stricken out, after considering the matter over.

Q. What did Mr. Vanduyne say, as to his belief that Mr. Vreeland would keep his promise, if anything?

A. He said he could not tell whether he would or would not, but he said he ought to; this was talked of in the morning, while drawing the will, and when I came back at night he and his wife had been considering the matter over, and thought John Vreeland would keep his promise, and Mr. Vanduyne ordered John Henry's name stricken out.

Q. State, if you please, as fully as you can the conversation which took place between you and Nicholas Vanduyne in the morning when you were drawing the will, relative to John Henry and John H. Vreeland.

(Objected to.)

A. I think I have stated it.

313

Q. Please report the morning conversation.

(Objected to.)

A. In the morning he called on me to draw his will; he came to my house himself; I went home with him; then he began to talk about making his will and gave me the outlines; in that conversation he spoke about John Henry and Mr. Vreeland, and said there was a note he had endorsed with Mr. Vreeland, which Mr. Vreeland had promised to pay, but after I'm gone I do not know what he will do; and if I have to pay that note, or my half of it, then John

314 Henry will have, ahead of my heirs, so much out of my estate ; that is about the amount till I went to finish up the will.

Q. Was there anything said in the morning by Mr. Vanduyne about John Henry having been taken by Mr. Vreeland and Mr. Vreeland having agreed to provide for him, and if so, state what it was ?

A. He said that John had taken him from a child, and said that John had promised that John Henry should have a sufficiency, or all his property ; I can't say which ; I do
315 not think he said all his property ; I do not know of anything else.

Q. Was it in the morning that Mr. Vanduyne said that he could not tell whether Vreeland would provide for John Henry or not ?

(Objected to.)

A. I think it was.

Q. Now state what Mr. Vanduyne said in the evening ?

(Objected to.)

A. He said, I have consulted with my wife, I think he
316 said that, and we have concluded that Mr. Vreeland will do as he promised ; he told me that at the time he directed me to strike his name out of the will, the will was then signed by Mr. Vanduyne and the witnesses, after John Henry's name was stricken out ; I made the annotation as to the erasure, I have no doubt, at the bottom of the will after it was done.

Witness being *cross-examined* by counsel of defendants, further saith : Mr. Vreeland was not present at any of these conversations.

317 Questions by counsel of complainant : Mr. Vanduyne did not say anything unfriendly in reference to his son John nor anything from which I inferred that there was any unfriendly feeling between them, but to the contrary of that.

Q. Did Mr. Vanduyne assign any reason for leaving John Henry out of his will except the reason already stated, that he believed Mr. Vreeland would do as he promised ?

A. No sir.

HENRY COLE.

Sworn and subscribed before me, }
August 6th, A. D. 1857, }

V. DALRIMPLE,

Master in Chancery.

Henry J. Miller, of the said township of Pequannock, a 318
 witness produced and sworn on the part of said complain-
 ant, deposes and saith : I am the husband of Mrs. Catha-
 rine Miller ; I have known Mr. Vreeland since I was a little
 boy ; I will be sixty-five the sixth of next September ; Mr.
 Vreeland is about a year older than I am ; I have known
 John Henry Vanduyne ever since he came to Mr. Vree-
 land's to live, or about that time ; I don't know as I can
 answer how John Henry was living with Mr. Vreeland ex-
 cept by hearsay.

Q. How did Mr. Vreeland regard him, as a hired boy or 319
 a son ?

A. He called him his boy ; I don't think I ever heard
 him call him his son in those words ; I considered that he
 regarded him as his child ; I never heard Mr. Vreeland say
 he had adopted him when he was less than two years old ;
 I came to Mr. Vreeland's and looked at the boy and told
 Mr. Vreeland that " you have got you a boy," he said
 " he had no children and we thought we would take this
 one to raise and have one of our own," that is pretty much
 all to the point ; we talked further about its being pleasant 320
 to have children ; I have a number of times heard him say
 that John Henry was his boy and he was a smart boy.

Q. Do you recollect a conversation you had with Mr.
 Vreeland when John Henry was ten or twelve years old ?

A. Yes sir ; I have a son nearly the same age, a little
 younger ; he had gone back in the mountains after a load
 of rails ; I told him, Vreeland, it was time for him to be
 back, and told him I always felt uneasy when he did not
 come at the right time ; Mr. Vreeland told me it was just
 so with him, that he thought he had just the same feeling 321
 that parents had for their children ; he thought possibly he
 might be mistaken, yet he believed it to be the same ; he
 had the same feeling perhaps, I should have said, to his boy
 speaking of John Henry ; my farm is in sight of Mr. Vree-
 land's farm ; I always thought John was a steady, faithful,
 industrious boy ; I never heard Mr. Vreeland make any
 complaint of John before this difficulty nor since, for Mr.
 Vreeland and I have had no conversation about the diffi-
 culty ; I can't tell his age, but I think it is since he was
 married that I heard Mr. Vreeland say John Henry was a

- 322 smart boy and speak favorably of him ; I remember Mr. Vreeland being sick after his second marriage ; I should think it was the second year after his marriage ; I sat up with him one night all night and part of another night during that illness ; while I was there John Henry was about there ; the night I stayed there John Henry was there nearly all night ; can't tell where he was the other part of the night ; the other night I saw him there, but don't recollect seeing him there the bigger part of the time that night ; one of those nights John Henry went after the doctor in a
- 323 hurry ; it was a cloudy night ; not so dark but that you could see to travel ; I do not think it stormed ; Mr. Vreeland said he must go and go right away, and in less than fifteen minutes the horse was up and he off ; he told John Henry to go.

- Witness being *cross-examined* by counsel of defendants, further saith : I do not remember Mr. Vreeland saying it was pleasant to have children to look after you in your old age ; I do not remember his saying anything about old
- 324 age ; when speaking of my boys being after a load of rails, I suppose the two boys were between thirteen and fourteen years of age ; I have nothing to fix the fact in my mind that Mr. Vreeland said John was a smart boy after John's marriage, except my memory ; I have heard him say so at different times ; it was after he lived on the Miller place ; one little circumstance which brings it to my mind is, I thought, whether it went on as peaceable as before, while John was living apart, and from what was said I inferred it did ; I have forgotten when Mrs. Vreeland was sick, and
- 325 can't say whether Mr. Vreeland was sick the same season or not ; I think the farm is as well cultivated now as before Brickell came there ; it is well cultivated, and a good farm, so far as my observation goes ; I have not walked over the whole of it ; I do not know how much help Mr. Brickell has had to help him cultivate the farm ; one hand steady, and sometimes more ; I do not know that he has had more than one hand steady ; I rather think he only keeps one hand, except in the busy seasons of the year ; the colored man was a smart man once, but he is worn out now pretty

much ; his health is quite uneven ; he complains, and then 326
is well again.

HENRY J. MILLER.

Sworn and subscribed before me, }
this sixth day of August, A.D. }
1857,

V. DALRIMPLE,

Master in Chancery of New Jersey.

Examination adjourned until to-morrow morning, 7th
instant, at 9 A. M.

August 7th, 1857.—Examination resumed, pursuant to
adjournment, whereupon—

327

Thomas J. Gilliland, of the township of Pequannock
aforesaid, a witness, produced and sworn on the part of said
complainant, deposeth and saith : I live in the neighbor-
hood of three miles of John H. Vreeland ; I have known
him in the neighborhood of forty or forty-five years ; I was
away from the neighborhood twelve years ; I came back in
1832, and have lived where I now do ever since ; I have
known John Henry Vanduyne in the neighborhood of
twenty-five or thirty years—between twenty-five and thirty 328
; I have heard John H. Vreeland speak of John Henry
Vanduyne, at different times ; I went past Mrs. Van-
duyne's, in company with Mr. Vreeland ; it was just before
the Presidential election in 1844, and on the day of a po-
litical meeting at Bearer Town ; I went in company with
Mr. Vreeland to the meeting ; he came past my house ; in
going by Mrs. Vanduyne's there were some of Mrs. Van-
duyne's children about the door, and they were disputing
with each other, and had clinched each other, and the old
man remarked, "Do you see that ?" "Yes," said I, 329
"they are used to that, the old folks are in the habit of such
work, fighting and quarrelling : " and I think I spoke and
said, "as the old cock crows the young one learns ; " then
he spoke and said, "I have got one of them, but he has
been brought up in another kind of a style from what they
are, and I never," said he, "knew him to quarrel with any
one, or give any one a saucy word ; he has always been a
good boy to me, and I intend to do well by him, and I

- 330 intend to give him a good chance and make a man of him ; he married rather too young for my notion, but I do not know that I ought to find any fault with that every one to his notion ;" I asked him what fault he had to find against his, John Henry's, wife, and he said, " Well, he did not like the Edwards family ;" this was while his first wife was alive ; in 1850, John Henry was elected constable at an annual town meeting ; John Henry came to me, and wanted me to sign his constable's bond ; I told him I had been
- 331 security for Henry M. Forester on a note for twenty dollars in Newark, and the first thing I knew the constable came with a warrant after he told me it was all settled, and I told him the constable told me, and had the warrant, and where I must go ; he went off, and directed me to come to his tavern ; he kept tavern ; I went up there and stayed awhile, and then the constable came, and I told him I had but six or seven dollars in money, and my old acquaintances in Newark were gone, so far as I knew, and finally I found one, and after I found one, Evans, the plaintiff, told me he did not want anybody better than
- 332 myself ; so he told me then he would give me any time I wanted by giving my bare note, and I done so for thirty days ; now, says I, suppose I were to sign yours ? " now," says he, " Gilliland, you know the old man is good enough, and I am good enough ;" then he asked me if the old man had not told me he would see me all right, and I told him I had not seen the old man yet ; while we were talking, John H. Vreeland stepped up, and said, " You need not be uneasy about John, I will run the risk of him ; for you know he never spends any-
- 333 thing, he never runs round like other boys ;" well, I told him I did not know as he did, so finally we went in the room, and I signed the bond ; so after we came out the old man Vreeland called us up to the bar, and we took something to drink ; and he said " You need not be uneasy about signing this bond ; no danger but John will pay up every dollar he gets ; if he wants any help, let him come to me ;" there was some other little conversation, but I do not know as there is anything that I can tell you which will do any good ; on the talk of Mr. Vreeland, and his telling me there was no danger, I consented to go on John's bond.

Q. Did he make any remark like this, that if John was not good enough, he was? 334

(Objected to, as leading.)

A. I do not know but there was something similar to that; I can't say for certainty; I rather guess he spoke, and said you need not be afraid of him, there is no danger, I will see to that; I can't tell who signed the bond as surety, besides me; I signed it first; this conversation I speak of was the second year John was elected constable; I was not on the bond twice; he was constable only two years; I think 1850 was the second year; I think it is seven years ago; Joel Dayton was security for him the first year, but who the other is I do not know; Joel Dayton told me he was security; I have heard Mr. Vreeland talk on several other occasions about John, but I could not hardly tell what he said; I never heard the old man complain of John before Mr. Brickell moved on the farm; I have always heard the old man recommend John as a good boy before Mr. Brickell came there; that he was always willing to do what he requested him; John was a very steady boy to work, also after he became a man; when he was sixteen or seventeen years of age, he was a man in size; he always appeared to go ahead; the old man always depended on his taking charge when he was not by; I never heard the old gentleman say anything about giving John his property, except when going to that political meeting; I was never in his (Vreeland's) house, since his second marriage, at all. 336

Witness being *cross-examined* by counsel of defendants, further saith: I have not been frequently on the farm since his second marriage, no more than to ride along the road; I could see, I suppose, one-third of the farm, in riding along the road; I never have had my foot on the farm, or been inside the plantation at all since his second marriage; maybe it was a little over a year before his second marriage since I had been on the farm at all; I was not there very often prior to the second marriage; sometimes once a year, and sometimes twice; I now recollect being on the place once since the second marriage, but that is the only time I went to see, at that time, John Vanness, and the old man; I had a 337

- 338 little business with the old man; there was no one there, then, I guess, besides them, but some little children; Vanness and the old man were planting corn; I never heard the old man complain of John since Brickell moved on the farm; I don't know as I have ever talked with the old man about John since; I do not recollect anything particular the old man said about John since we were going to the political meeting, except when he signed the bond, but I have heard the old man speak about him since; I should suppose the farm was worth from six to seven thousand dollars when
- 339 Brickell moved on it; maybe a little more or less; I could not give a regular estimate of what it is worth; when going to the political meeting, in the conversation the old man said I think that he had taken John to bring up; I think he said we got him when he was so small he had not got into them habits of quarrelling and fighting; he did not say what he wanted of John.

Questions by counsel of complainant:

- 340 Q. Did Mr. Vreeland ever say anything to you about his being afraid that John would work himself sick, and if so, state what it was?

- A. Well, I believe he did; it's about the time they built that barn; John I suppose had to do more than he was able to and got sick, and the old man said "he will have to quit doing as much as he does or he will not get up very soon;" he said he had told him he would have to quit or he would not get up very soon; he said John had been carting night and day and up early and late; John was not well at that time; the old man told me this between his house and John Henry's—not far from the wood pile across the road there; it's about eight years ago, or maybe more; near about that; it was before Mr. Vreeland's second marriage; in making an estimate of six or seven thousand dollars for the farm, I included all the land he owns around Pine Brook; he has land elsewhere; it is woodland; I did not include that in my estimate; I could not tell anything about the value of that woodland.
- 341

Questions by counsel of defendants:

The barn was built in the spring of the year, if I remem-

ber right, before his first wife's death—not long before ; it 342
 could not have been over a year before, but I could not
 tell ; it's out of my head ; I guess likely the barn was re-
 paired about the same time the house was repaired ; that
 was not the time I spoke of ; I spoke of the time the barn
 was built ; I guess it was built partly new, and it was
 pretty old ; I do not know who did it ; I was not there at
 the raising ; John had been carting logs to the saw-mill
 and boards ; the barn on the Miller place was built same
 season the other was.

Questions by counsel of complainant :

343

I was speaking of the barn on the old man's place.

Questions by counsel of defendants :

The old man did not say which of the two barns John
 worked at so much.

THOMAS J. GILLILAND.

Sworn and subscribed before me, the {
 7th day of August, A. D. 1857, }

V. DALRIMPLE,

Master in Chancery of New Jersey.

Jack Bonto, a colored man, of the said township of
 Pequannock, a witness produced and sworn on the part of
 said complainant, deposeth and saith : I live with Mr. John
 H. Vreeland and Mr. Brickell ; they all live together ; I
 guess I know John Henry Vanduyne ; I brought him up
 from a child, and I ought to know him ; John Henry used
 to live with Mr. Vreeland ; I went to live with Mr. Vree-
 land before John Henry did ; I came with Mr. Vreeland
 the first of October, and John Henry came the 18th day of
 the next March ; he came the day he was a year old ; he
 was nothing but a little cub when he came.

344

Q. Before John Henry came there, did you have any
 talk with Mr. Vreeland about getting the boy, and if so,
 tell us what the talk was.

A. I had ; says I, Mr. Vreeland, you had better leave
 that boy where it is ; he asked me why ; well, says I, it
 will only make trouble to you—that's all ; says he, I can't
 see how it will make trouble ; then he said, it can't make

- 345 no trouble, because I and my old woman consult together that after our death the boy shall have what we leave behind ; John was then at his father's ; it was before he fetched him from his father's ; after John came there he called Mr. Vreeland papa ; he called Mrs. Vreeland mother ; he called his father uncle Cos, and his mother aunt Naud ; John, like other boys, played at first along till he was able to go to school ; then he went to school ; after he was big enough, after he quit going to school, he went to work with me on the farm, cutting wood, ploughing, and all such
- 346 work like that ; he always was a good hand to work ; I recollect that John was going to keep house on the Miller place after he built there.

Q. Did John Henry and his wife move into John Miller's house ?

A. Yes, sir.

Q. Where did John Henry work after he moved into John Miller's house ?

- A. He worked for himself, and for Mr. Vreeland when he wanted him ; I knew Mr. Brickell before he moved his family on the farm ; I never saw him before he came to see his mother-in-law on a visit ; I can't tell how many times he came up visiting before he moved on the place—three or four times, maybe, but how often I cannot tell ; I told Mr. Brickell, when he was up there visiting once, how it was that Mr. Vreeland had promised the place to him.

Q. Just tell us all you told Mr. Brickell about John's having the place.

- A. Well, I told him John was to have the place after his death ; that he promised ; well, said Brickell, then he ought to do so, said he.

348 Q. Did you tell him who had promised to give John the place ?

A. Mr. Vreeland, I told him ; Mr. Brickell was in the stone kitchen when I told him this ; it was in the winter, I believe, or late in the fall, I believe ; I cannot exactly tell you the time ; we had fire in the kitchen ; I can't tell whether there was any snow on the ground ; I told Mr. Brickell this before he moved up, but I can't tell whether it was a year or a half a year before ; he was visiting there at the time I told him.

Q. Where was your wife when you told Mr. Brickell this ? 349

A. In the kitchen.

Q. Did you tell Mr. Brickell that Mr. Vreeland had adopted John Henry, or taken him when a baby ?

A. No, I did not tell him that—not that I can remember.

Q. Did you tell him how long John Henry had lived with Mr. Vreeland ?

A. No, I didn't.

Q. Do you know whether Mr. Vreeland's first wife liked or disliked John Henry ?

A. She always liked him ; she thought the world of him, because she always made an appearance of it.

Q. Does the wife Mr. Vreeland now has like or dislike 350 John Henry ?

(Objected to.)

A. It seems to me she does not care much about him.

Q. What makes you think so ?

(Objected to.)

A. She does not use him right ; that's all makes me think so.

Q. Did you think so before John Henry moved away from the Miller place ?

(Objected to.)

A. Yes, sir.

Q. What did she do that you did not think right ?

A. Well, when he went to the wagon house to get saws 351 and augurs and things, then she did not like it ; nothing else about that.

Q. Did John Henry use the things as he wanted to before she came there ?

A. Oh, yes, sir.

Q. Before Mr. Vreeland's second marriage, did Mr. Vreeland like or dislike John Henry ?

A. No, I never saw that he disliked him.

Q. Was Mr. Vreeland as friendly to John after he got this last wife as he was before ?

A. He was friendly enough ; I could not say so bad about him ; Mr. Vreeland was sick after his second marriage for a fortnight or three weeks, I believe ; John came a couple of nights and sat up with him as long as he want-

352 ed him to; he came up from under the mountain after he moved there.

Q. Do you recollect of Mr. Vreeland being sick after his second marriage, before John Henry moved down under the mountain?

A. Yes; I cannot tell how long it was he was sick, whether a week or a fortnight.

Q. Did John help take care of him at that time?

A. Yes; he came over nights, he and his wife both; I recollect the present Mrs. Vreeland being sick one summer; I believe she was sick nearly seven weeks or more.

353 Q. Did John Henry help take care of her when she was sick, or do anything about the house?

A. Yes; he worked there, and took her out after she could go.

Witness being *cross-examined* by counsel of defendants further saith:

354 Q. How long after Mr. Vreeland was married the second time was his sickness?

A. That I can't tell exactly, whether it was a year or two years; I can't tell whether it was the same year Mrs. Vreeland was sick or not.

Q. Was it the same year that they repaired the house?

355 A. I can't tell whether it was the same year they repaired the house or before; I can't tell exactly how that is; I remember Mr. Vreeland repairing the barn; I can't tell whether his sickness, which he had before John Henry moved down under the mountain, was that same year he repaired the barn or not; Mr. Vreeland's wife took care of him while he was sick that time; he had a doctor who lived in Caldwell; Maynard is his name; he now lives in Swimfield; I did not help take care of the old gentleman; I came by him sometimes and asked him how he did; I can't tell how often John Henry was there while the old gentleman was sick, at that time; he was often over there in the day time; I saw him in the door yard and saw him go in the house; I saw John Henry there in the old gentleman's room, while he was sick; he came every day and every night, but I can't tell how often he came; this was

before Brickell lived there ; at these times John was in the house by the old man, and asked him how he did ; I went to bed after supper, for my part, about nine o'clock, in the short nights ; to tell you the truth, I couldn't tell who stayed there after I went to bed ; I was at work in the day time in the wood, by the barn, and down in the swamp, setting fence, and all such like work ; I can't tell whether I made fence by the swamp or around the house, but I know I was out every day doing such things as that ; I can't tell whether it was in the forepart of the summer or in the fall that Mr. Vreeland was sick, at this time ; I believe it was in warm weather ; I am pretty sure it was in warm weather when he was sick ; he was very sick indeed at first ; they sat up with him part of the night, and the latter part of the night he laid a little easier ; they sat up every night with him, for a while part of the night ; when John came from under the mountain to see the old gentleman while sick, he stayed a while, till ten or eleven o'clock, and then went home again ; my wife told me he stayed so late as that ; she was up sometimes till twelve o'clock before she came to bed ; I can't exactly tell how old I am, but I guess its seventy-seven or seventy-eight ; I have got it home in a book. 357

Q. When you were working round on the farm, when the old gentleman was sick, who worked with you ?

A. I can't tell who we had ; different hands worked ; whether it was Joseph King or William Larkin ; I think it was Joseph ; I can't tell whether the crops were all gathered before he was taken sick or not ; Mr. Vreeland was in the habit of having winter grain sowed on the farm there ; I can't tell whether the winter grain was sowed that season before the old gentleman was taken sick or not ; I can't remember who helped us gather the harvest that year ; George Vanduyne helped us husk the corn that year, and an Irishman Mr. Vreeland hired ; I can't think of his name ; Joseph helped us in the late hay ; we first had one hand and then another, and so many I'll get entangled with that ; John has not worked any there since ; he moved under the mountain ; the constable, Mr. De Mott, brought me up as far as his house, and then I came up with John Henry Vanduyne ; we talked coming up about the old man bringing up John Henry. 359

- 360 Q. What did John Henry say to you about it?
 A. He said how he worked and never got anything for it; that's all he said.
 Q. Didn't he say anything about Mr. Brickell's coming there?
 A. No, not a word; he talked about the old gentleman's promising to give him the place?
 Q. When did you first tell John Henry what you said to Mr. Brickell?
 A. I do not know how long it was afterwards; I cannot tell; I cannot tell whether it was before or after the holidays I told Brickell this, nor how near it was to the holidays.
- 361 Q. Why did you not tell Brickell that John Henry had lived there ever since he was a baby?
 A. I told Mr. Brickell that.
 Q. Why did you not tell him that Mr. Vreeland had adopted him, and brought him up as his own son?
 A. I did not think about all these things—that's all; I told Mr. Brickell just what Mr. Vreeland had told me.
 Q. Do you recollect just the words used in talking to Mr. Brickell?
 A. I don't know as I could think of the very words I told him; my memory is not so good as it used to be; since I have been deaf I cannot take hold of things as I would wish to; the season does not make much difference in my deafness; I cannot hear unless you speak pretty loud.

362 To questions by counsel of complainant:

Q. Has Mr. Vreeland—
 (Waived.)

To questions by counsel of defendants:

A. I recollect of Mr. Vreeland's putting his farm out on shares a year or two; it was before Mr. Brickell came, and before John Henry moved away; John Henry took it the first summer; the other summer Mr. Pryor took it; I do not recollect another year; George Pharo did have it one year on shares; I did not recollect about him; John Van Ess had a part of it one year, which the old man gave him for corn, and then Van Ess sowed rye on it.

Q. Do you know why he put the farm out on shares? 363

(Objected to.)

A. I and he could not work so much as to keep it up all right; John Henry got sick the year he took it, in harvest, and then he gave it up; he could not attend to it; I can't tell, but I believe he took it after the corn ground was prepared; after John Henry was married and moved on the Miller place, he got his living there, and down at his father Vreeland's place; he did all the work he could on that place; there were but four or five acres of it; he worked out for the old man; I do not know whether he worked at 364 other places or not; he built a barn on the Miller place; I can't tell where he got the timber; Vreeland and Brickell kept separate tables.

his

JACK + BONTO.

mark.

Sworn and subscribed before me, this {
7th day of August, A. D. 1857, }

V. DALRIMPLE,

Master in Chancery, &c.

The said John Henry Vanduyne, the complainant, being offered as a witness by his counsel, and objected to, as incompetent by the defendants' counsel, without an order of Court for his examination, was by me duly sworn, and thereupon he deposed and said as follows: I lived with Mr. Vreeland before I was twenty-one years of age. 365

Q. Before you were twenty-one years of age, was there anything said to Mr. Vreeland about your going to a trade?

(Objected to.)

A. Yes, sir; I spoke to him about it; he said I could not go; he said he could not spare me.

Q. State anything further he said on that subject.

(Objected to.)

A. He said he could not get a man to tend to his work and his business as I did, and that he had trade enough for me.

Q. Did he state anything he would do for you in case

366 you stayed with him, instead of going to a trade, and if so, state what?

A. He said he would give me all his property; I did not go to a trade, because he promised me his property if I would stay there; he made such promises at other times.

Q. How often?

A. Well, I could not tell how often.

Q. A few times, or many?

A. I would not be out of the way, if I was to say fifty different times.

Q. How old were you when he first made such promises to you, as near as you can recollect?

A. Well from thirteen to fourteen years of age, when he
367 first told me of it myself.

Q. When is the last time he told you?

A. After his second marriage.

Q. How long after?

A. I think the next spring, after he was married in the fall.

Q. State in what way he expressed those promises.

A. That spring, he promised me that I must come and help him, and he would give me all his property; he said, at different times, that I could not have a trade; that I must stay with him; that I should have all his property; that's about as near as I can get at it.

Q. When were you to receive all his property, did he say?

A. He did not say any particular time.
368

Q. Was it in his lifetime or after his death?

(Objected to, as leading.)

A. Some once or twice, I believe, he said when he was done with it; this was the language as near as I can tell you.

Q. When was this that he said you should come and help him, and the property should be yours?

A. It was before and after he married his second wife, both.

Q. Did he say anything [about your charging him for your work; and if so, what?

A. He said I must not charge him for my work.

Q. Was there any qualification to those promises about giving you his property?

A. No, sir.

369

Q. In speaking to you about giving you his property, did he ever qualify the promise by saying that he would give you the property, provided you lived with him and his wife as long as they lived, and acted towards them as an affectionate and dutiful son, or anything like that?

A. No, sir.

Q. After his second marriage, did he say anything to you about having lately made his will?

A. Yes, sir.

Q. Did he say who had written it?

A. Yes, sir; Josiah Speer.

Q. Did he state to you how he had disposed of his property; and if so, state how?

370

A. He told me he had given it to me, with the exception of a sum that he had given his second wife.

Q. Was that a sum out and out, or a sum yearly?

A. I think it was a sum yearly, if I recollect right.

Q. Did he state to you why he had made that will; and if so, state why?

A. He said he had to make a new will; he had to make provision in that for his second wife, his present wife.

Q. How long after his second marriage was it that he told you this?

A. I could not be positive of the time; it was but a short time.

Q. Did he, at any time previous to that, speak to you about this will and what provisions he had made by them?

371

A. He did.

Q. How often?

A. Well, as often as three or four times; we were alone at these times.

Q. Where did you work, from the time you were able to work, until you were twenty-five years of age?

A. I worked for Mr. Vreeland.

Q. Did you work anywhere else during that time?

A. Only on my own lot a little.

Q. What proportion of your time did you work on your own lot?

A. Well, not much, for it was but a small piece of ground; about a day in a week, on an average, in the summer time.

372 Q. After that, until the year eighteen hundred and fifty-four, did you work any for Mr. Vreeland?

A. Yes, sir; some seasons about half the time, and the last two or three seasons may be not so much.

Q. Did you ever fail or refuse to work for him when he requested you so to do?

A. Never when I was able.

Q. Did he ever say anything to you about working his farm on shares?

373 A. He spoke to me about it; I think it was 1850, as near as I can recollect it; I haven't any date.

Q. What passed between you and him, in reference to working the farm on shares?

374 A. He asked me to work his farm, and we hadn't made any particular bargain about it; I was then to work for him; he then asked me whether I could attend to his milking for him; he wanted to go and pay a visit down at his wife's relations; he did not specify where, only her folks; I told him I would; he went away; he was gone from four days to a week, as near as I can remember; he came back again, and I was taken sick; he says to me you can't do any more work; you are not able, and I will see to the farm myself.

Q. How long after he first proposed taking it on shares was it before he told you he would take care of it himself—that you were not able?

A. The first time he proposed to me taking it on shares was about the first of May, as near as I can recollect, and about somewhere near the middle of July was the time he said he would try and do it himself.

375 Q. When he spoke to you about taking it on shares, what did you say?

A. I do not recollect that I said anything.

Q. Who carried on the farm, from May, till you were taken sick in July?

A. I done the work, or seen it was done.

Q. How long were you sick when you were taken sick?

A. I was sick all summer; I was confined to the house two weeks, and was then able to be about, but not able to work.

Q. Before you moved away from the Miller house, had

you heard that Mr. Vreeland had said he was not going to 376
have anything more to do with you ?

(Objected to.)

A. I had ; I heard it from Mr. Bush.

(No cross-examination.)

JOHN H. V. VANDUYNE.

Sworn and subscribed before me, }
the 7th August, A. D. 1857, }

V. DALRIMPLE,

Master in Chancery of New Jersey.

(A true copy.)

W. M. BABBITT,

Clerk.

EXAMINATION OF WITNESSES taken in a cause de-
pending in a Court of Chancery of the State
of New Jersey, wherein John H. V. Van- 377
duyne is complainant, and John H. Vreeland
and others are defendants, before Vancleve
Dalrimple, one of the Masters and Examiners
in Chancery of said State, at his office in Mor-
ristown, in the county of Morris, on the thirty-
first day of August, in the year eighteen hun-
dred and thirty-seven, in the presence of
Jacob Vanatta, Esq., solicitor of the com-
plainant, and Theodore Little, Esq., solicitor
of defendants.

Josiah Speer, of the township of Caldwell, in the county 378
of Essex, being duly sworn on the part of said complainant
and examined, deposeth and saith : I know John H. Vree-
land, and have known him always since I can remember,
more than forty years I suppose ; I have written a will for
John H. Vreeland, and one after that, two in all ; the first
one was written in 1847 or 1848 ; as near as I can tell, some-
where along there ; that was in the lifetime of his first
wife ; I do not know where that is now ; I had it sometime,
and Mr. Vreeland called and got it ; I do not know that it
has ever been destroyed.

379 Q. What disposition was made of Mr. Vreeland's property by that first will, as near as you can recollect?

(Objected to.)

A. In the first item, he ordered his just debts and funeral expenses to be paid; second item, he gave to his niece, Mary Ann Bush, wife of Cornelius Bush, twelve acres of land adjoining lands of Joel Dayton and the road, and described how the land should be run off; he also gave her part of a lot lying in the Wahow mountain; the residue of his estate real and personal he gave to his wife during her
 380 natural life, and then to his adopted son John H. V. Vanduyne; there was a condition in the will, that the church of Montville, of which he was a member, should be paid six dollars, I think, a-year so long as it should remain a church, or so long as three members should strictly adhere to the same; lastly, he appointed Peter W. Van Ess and Abraham C. Vanduyne, executors; he signed that will in my presence and in the presence of two other witnesses, Joel Dayton and Stephen Dayton, his son, and we three subscribed it at the same time; I have no copy or draft; I had a copy of
 381 that first will, but have looked for it since I got the subpoena, and cannot find it; I do not think I have it; I am quite certain I havn't it; Mr. Vreeland himself gave me the instructions for drawing that will.

Q. What was the language employed in the will descriptive of John Henry Vanduyne?

A. His adopted son I think; I think he directed me to write out the name in full, his adopted son John Henry Vreeland Vanduyne; I do not think he had any conversation with me about John Henry, further than directing how the
 382 will should be wrote; the second will was written after the death of his first wife, and after his second marriage; it was not long after his second marriage; it might have been a year; it might have been more or less; the second will was executed by Mr. Vanduyne in my presence; I was one of the subscribing witnesses to it, and I think the two Daytons before mentioned were also subscribing witnesses to it; Mr. Vreeland kept that will; I have never seen it since; I do not know where it is now; I drew it at his home and never had any copy or draft of it;

Q. State what disposition of his property he made by this last will, as near as you can remember? 383

(Objected to.)

A. The second was a draft of the first with a little alteration; after the other bequests he gave all his estate to John Henry, except five hundred dollars to his wife in addition to her right of dower; this last will did not give the estate to his widow during her life as the first did, but only the five hundred dollars in addition to her right of dower; the same executors were named in this last will; nobody in particular but the family were present when this last will was executed; his wife and two colored people were there; I do not think his wife was present when the will was executed; I do not think anybody was present when it was executed but the witnesses; she was not present when the directions were given for writing the last will. 384

Q. Is Mr. Vreeland a man of firm mind or changeable in his purposes?

(Objected to.)

A. I should consider him very changeable indeed; very fickle; I do consider him so.

Q. Is he a man easy or difficult to be influenced by one standing in a confidential relation to him—like that of wife?

(Objected to.)

A. Very easy to be influenced, I should think; you must only take this for my judgment about it. 385

Q. Prior to your drawing the last will, did you ever learn from Mr. Vreeland's conversation how he was pleased with John Henry Vanduyne?

A. I never heard him say a word about it one way or the other; I live a mile and a quarter from him, I suppose, or a mile and a half.

Q. For the last four or five years what have been Mr. Vreeland's habits as to sobriety?

(Objected to.)

A. I do not know anything about it; I do not know as he has drank a drop; I have not seen him.

Q. Do you regard him as a temperate or an intemperate man?

(Objected to.)

A. That is a pretty hard question; if I should form my

386 opinion from external appearances, I should consider him intemperate a considerable of the time, not at all times.

Cross-examined by counsel of defendants: I should think Mr. Vreeland a man easy to be influenced by a son, or one standing in the relation of a son, disposed to do right towards a father; from my knowledge of his health and age, I should think he had been in a condition to manage his farm for the last four or five years, though perhaps he has not been able to do much labor; he has had some very serious fits of sickness in that time, as I have heard; I think
387 his constitution is as good to-day as it was five years ago, that is from my observation; I have not been very intimate with him in that time; I do not know that I have spoken to him in that time; I have merely observed him pass, and judge from his countenance and general appearance.

Witness wishes to state that both of the wills made provision for the support of the colored people which he did not recollect when stating the contents of the wills; he
388 made their support obligatory on his estate.

JOSIAH SPEER.

Sworn and subscribed before me, the }
31st day of August, A. D. 1857, }

V. DALRIMPLE,

Master in Chancery, &c., of New Jersey.

Garret Miller, of the township of Hanover, of the county of Morris, a witness produced on the part of said complainant, being duly sworn, on his oath, deposeth and saith: I know John H. Vreeland; I have known him as long as I
389 have known anybody; that is my neighbors; I am younger than he; I remember Mr. Brickell building a house on Mr. Vreeland's farm; I do not know who drew the stones for the foundation of that house, only I was at a certain blacksmith shop, James Class, so called; Mr. Vreeland was there and somebody went past with stone; I think it was on a sled; I may not be right; I asked him, Mr. Vreeland, who that was; he told me it was his man; he said he worked his farm on shares; he talked in this way, that he was tired of working, and so on; and he said Mr. Brickell was building

a house for himself, at his own expense, as I understood 390
 him; I told him there was a good place to build a house
 down towards Mr. Dayton's; well, that is pretty much all
 that was said, I believe, at the time; I did not know who it
 was that went by on the sled, but I supposed it was the
 man he had on his farm; I cannot say certainly that I have
 seen the man I saw on the sled since, but I think it was
 Mr. Brickell; the house was put up by Mr. Brickell the
 same spring or the next spring; the stones were carted in
 cold weather, and I mean the house was put up, after the
 winter broke up; I worked some three days at scoring the 391
 timber for the house.

Cross-examination by counsel of defendants: I really
 cannot positively tell how many years ago this conversation
 was; to guess at it, I should think it was three or four
 years ago; there was nothing more to make me recollect
 the conversation, than I thought Mr. Vreeland had got a
 man to work for him; I first mentioned this conversation
 to anybody this summer; I told Mr. Caleb W. Edwards of
 it first, I should suppose; I do not know how I came to tell 392
 him, but it must have been on account of the suit; I do
 not know as Mr. Vreeland had had a man to work the farm
 on shares the year before that; he said that was the man
 who had taken his farm on shares; I can't really say that
 there was anybody else who heard this conversation; there
 might have been people around; I do not know what Mr.
 Vreeland was there for, but I think he had a horse; I was
 about eighteen panel of fence from the man on the sled;
 he was going from me.

GARRET J. MILLER. 393

Sworn and subscribed before me, }
 August 31st, A. D. 1857, }

V. DALRIMPLE,
 Master in Chancery, &c., of New Jersey.

Benjamin Crane, Esq., of the township Pequannock,
 aforesaid, a witness produced and sworn on the part of
 said complainant, deposeth and saith: I am acquainted
 with the farm and real estate of John H. Vreeland; that

394 is, most of it, and pretty generally with the quality and value of lands in that neighborhood.

Question. State your estimate of the value of John H. Vreeland's real estate at the time Mr. Brickell moved on Vreeland's farm ?

A. I should put the homestead—the body of land about his house that is—at ninety dollars an acre ; I should put it now at a hundred ; I do not know the number of acres ; I should suppose about forty ; there is another tract a short
395 distance from it ; I do not know the number of acres, probably fifty or sixty acres, or more ; I should put that at fifty dollars or upwards an acre ; that joins the river ; there is another tract of land at the Wahow, or about the commencement of Jacksonville ; I do not know the number of acres, but from maps I have seen of it in selling lands joining it, I think there is twenty-seven acres, and I should put it at forty dollars an acre ; I should not think my estimates were too high, as land sells in that neighborhood ; I have been on the Wahow tract of woodland ; if I owned
396 the lands, I should not want to take less than something like eight thousand dollars for them ; I have known John H. Vreeland over fifty years ; I have lived all that time within two miles of him ; I have seen him very frequently ; in the last five or six years, I have seen him about as often as before ; he passes my house to go to mill and church.

Q. How is he as to stability of mind—firm or fickle ?

A. I should think he was not very firm in his opinions ; I think he has strong prejudices in favor of that little church, and that may be pretty well seated.

397 Q. Do you regard him as a man easy to be influenced or difficult to be influenced by his wife ?

(Objected to.)

A. I do not know that I can answer that question, as I do not know but little of his wife, nor how much influence she could have over him.

Q. Do you regard him as difficult or easy to be influenced by any person of shrewdness, who may enjoy his confidence ?

(Objected to.)

A. I should think he might be influenced by such a per-

son ; my reasons are made up from my own knowledge of 398
the man, and conversations with him, and public reports.

Q. How have Mr. Veerland's habits been as to sobriety
for the last seven or eight years ?

(Objected to.)

A. I have seen him when I have thought he had been
drinking too much.

Q. How is his appearance as to indications of intemper-
ance, as compared to what it was fifteen years ago ?

A. I think, from his appearance, it is growing on him.

Cross-examination by counsel of defendants : I am sev- 399
enty years old to-day ; my attention was called for some
years past to the value of the farm ; I have heard he has
frequently talked about selling it, and we have talked about
the price ; it may have been eight or ten years past, and
may be not so long ; I have frequently observed it was the
best farm in that section of country, in my estimation ; I do
not know that I was ever asked to set an estimate on the
different lots separately ; land has been gradually rising in 400
value in that neighborhood for a number of years ; I do
not mean to say that Mr. Vreeland and I talked about the
price of the farm ; I meant " we," the neighbors, talked
about it ; I think I have, for a number of years, put his
property as high as eight thousand dollars, but I have
heard he offered to sell it for seven thousand ; I do not
know that I have heard he offered to sell it for six thou-
sand ; I do not know but I may have heard it ; it does ap-
pear to me now that I have heard somebody say so ; I have
not been at his house much within five or six years ; I can't
tell how often ; I was there once, and talked with him at 401
the time I took the census ; I am not certain that I have
been in the house but once in five, six, or seven years ; it
appears to me I have, but I won't be certain ; I have had
no particular dealings with him in that time ; he has been
at my house to consult me about some difficulties with a
man working his place ; it was just before Mr. Brickell
came there, I think ; I think it was the season before, but
I may be mistaken ; the house built since Mr. Brickell
came there would make four hundred dollars difference in
value of property ; I never examined the house ; it may

- 402 have cost more ; that is merely guessing at it ; I think Mr. Vreeland is a man of weak mind ; I should think he might be influenced by his son, or his wife, if shrewd enough, or other confidential friends.

To questions by counsel of complainant :

In coming from my house to Morristown, I do not pass the residence of John H. Vreeland ; I have seen John H. Vreeland, I should think, as often as once a week for fifty years, and sometimes three or four times a week ; I forget the tenant's name he came to consult me about ; I can't say that I can't say that it was Pharao.

BENJAMIN CRANE.

- 403 Sworn and subscribed before me, this }
 31st day of August, A. D. 1857, }
 V. DALRIMPLE,
 Master in Chancery, &c., of New Jersey.

Joseph King, of Pequannock, aforesaid, a witness produced and sworn on the part of said complainant, deposeth and saith : I live at Pine Brook ; I know John H. Vreeland ; I knew his first wife ; I worked two years for Mr. Vreeland ; I was working for him when his first wife died ; my first year was pretty near up when she died ; I worked straight on for two years ; I worked with Mr. Vreeland when he married the second wife ; Mr. John Henry Vanduyne worked at his own place those two years ; he worked some for Mr. Vreeland ; he worked at whatever Mr. Vreeland wanted him cut grass in harvest and plough.

404

Q. How did he work ; slow or well ?

A. He worked well.

Q. While Mr. Vreeland's first wife was alive, did you hear Mr. Vreeland say who was to have his property when he was dead ?

A. Yes ; Mr. Vreeland told me the farm was John's ; I told him it was right, and I told him you took that boy when small, and it is right for you to allow him the farm.

Q. Did you say anything to Mr. Vreeland about his keeping it as long as he lived ?

A. I told Mr. Vreeland he had better keep the place in

his hands as long as he lived, and he told me that he 405 would.

Q. How often did Mr. Vreeland tell you the farm was to be John's when he was dead?

A. That's hard work for me to tell; he told me so often; I went with Mr. Vreeland when he went to get married; Mr. Vreeland took me along to drive the horses; he told me what he was going for; I suppose he told me three days before we went; he told me he was going to get married, and did not want it told to anybody; Mr. Vreeland was married in John Brickell's house; I saw him 406 married; I saw Mr. Brickell there at the marriage; he asked me what kind of a man Mr. Vreeland was; if he was a pretty nice man; whether Mr. Vreeland was a first rate man to his woman, and asked in what for kind of place it was; I told him it was the best place in Pine Brook; there was no more talk between me and Brickell at the time; this talk was in Mr. Brickell's barn; we had a little brandy there.

Q. After Mr. Vreeland's second wife got moved up there, did Vreeland tell you anything about his having 407 made a will?

A. After the second woman had been there a little while, Mr. Vreeland told me he would make a will; Mr. Vreeland told me the part of the lot next; Mr. Dayton's belonged to Cornelius Bush, and the rest part to John Henry.

Q. Did he say he had made the will or was going to make the will that way?

A. He told me he would make the will; I saw Mr. Brickell after he moved upon Mr. Vreeland's farm; the 408 first time I saw him was in Mr. Vreeland's house.

Q. Did you see him up at the Wahow?

A. Yes; that was in the winter after he moved; I can't say how long he had been living at Mr. Vreeland's when I saw him there; he had not built his house then; I said John, you take Mr. Vreeland's place, maybe sometime you get into some trouble, and John told me that he had bought the place and got a good deed for it; that's all the talk we had then.

Q. Did you tell him who would make him trouble?

409 A. Yes; I told him John Vreeland Vanduyne would make trouble for him.

Q. Did you tell him how or why John Vanduyne would make trouble?

A. I told him I thought John would make trouble for him, for John thought the place belonged to him.

Q. Did you tell him why John thought the place belonged to him?

410 A. I told him, John Brickell, that Mr. Vreeland took that boy when he was very small as his own; that's all I said; he said he was not afraid of John Vanduyne; that was all up at the Wahow; that was before he had done building his house.

Q. Did you ever hear John Brickell say he had things fixed, and John Vanduyne might do what he pleased, or anything like that?

(Objected to.)

A. Yes; that was at the Wahow.

Q. What was he at the Wahow for?

411 A. To get a frame to make a barrack; I furnished stones for that new house Mr. Brickell built; Mr. Vreeland traded me a barrack for the stones; I do not know who carted the stones; I recollect Mr. Vreeland putting a new roof on his barn and fixing his house; I was at work there then; that was since he got this wife; John Henry worked there then; I asked Mr. Vreeland if John gets pay; no, he said, I pay him nothing; when I get done it belongs to John; it was the first part of the spring since he got the second wife; I worked there when Mr. Vreeland was sick; John Henry was there day and night; all the time he was sick;

412 Mr. Vreeland's wife was not sick that summer; she was not sick while I worked there.

Q. Did Mr. Vreeland ever send you to tell John Henry to come and work for him?

A. Yes; it was before Mr. Vreeland was sick; it was more than once; it was a good many times; I went to ask him to come and work; I went sometimes day times and sometimes night; I went sometimes as early as four o'clock; John came as quick as he could when I went after him; Mr. Vreeland kept something to drink then; sometimes he had more than he wanted in the house, and he put some up in the wagon-house, and I would find it and take some.

Q. Did Mr. Vreeland take some pretty often himself? 413

A. I don't know.

Cross-examination by counsel of defendants:

A man from Germany took some with me when I found the liquor in the wagon-house; nobody else; I and the German worked for him then, and old Jack, but I don't count him anything; John Henry worked pretty near all the time; I counted Jack one of the family; he worked with the rest; I recollect when John was constable; sometimes he worked and sometimes he attended to the constable business; I expect John raised his bread and potatoes on his own place; he worked that place; sometimes I would go over and help him some in the garden, and one time I and John cradled his wheat and Mr. Vreeland's both; I made the trade with the old man for the barrack in the fall or first part of winter; the old man wanted the stones for John Brickell; I do not know what kind of work I was doing when the old man was sick; I know John stayed there day and night, because I saw him there when I went to bed, and he would be there on the floor or in a rocking chair when I got up in the morning; he might have been home in the middle of the night. 414 415

his

JOSEPH + KING.

mark.

Sworn and subscribed before me, this }
31st day of August, A. D. 1857, }

V. DALRIMPLE,

Master and Examiner in Chancery. 416

Adjourned to to-morrow morning at 10½ A. M.

TUESDAY MORNING, Sept. 1st.

The parties met pursuant to adjournment whereupon the said complainant called one *Albert B. Voorhees*, of the city of Newark, as a witness on his behalf, who, being duly sworn on his oath, deposeth and saith: I know John H. V. Vanduyne; I lived in his neighborhood when a boy; my mother was the second wife of Martin J. Youngs; Mr.

417 Youngs was a near neighbor of Mr. Vreeland ; I went to Mr. Youngs' to live when I was about nine years old, and remained there till I was about fourteen and a half old, and every summer after that, while learning my trade, I went there and stayed two weeks, and I was there at other times ; I served my time at wheelwrighting, and after that I went to Jersey City and learned carpentering ; when I lived at Mr. Youngs', John Henry Vanduyne lived at Mr. Vreeland's ; he was working on the farm at Mr. Vreeland's at work in the woods, and round the farm—at all kinds of

418 work ; he was a very smart, active young man ; he was considered the smartest young man, and the most active about the neighborhood, and that he could do the most work ; he was stout ; I do not think there was a great deal of difference between our ages.

Q. Did the way he worked attract any attention about the neighborhood at the time ?

A. Yes ; I have heard it spoken of about the neighborhood several times about his working very hard ; I have heard Mr. Vreeland say that John was a very smart boy ;

419 and then after he became a man he said he was a very smart man ; I worked at Mr. Vreeland's after his second marriage ; I can't tell how long it was after ; I can't fetch to my recollection what year it was ; it may have been a short time, and it may have been a year ; I was at work at carpentering work—repairing the house and barn ; I went for John Henry Vanduyne to come and assist at that work ; I went at Mr. Vreeland's request ; if my memory serves me right, he told me to go over and tell John Henry to come over and help, that it was to his interest more than it

420 was to his, he said ; I told that to John ; I rather think he did come ; I won't say positive, but I rather think he did ; I rather think he was at work round there, while I was at work, but I won't say positive.

Q. Did Mr. Vreeland say anything to you about coming to live with him ?

A. Yes, sir ; he came down to my house about three year ago ; I think the first time was about three years ago, the latter part of this month ; I was then living at Newark ; his wife came with him ; I can't say that he stayed all night

then, but he did shortly after that; he was at my house 421
different times that fall.

Q. State what he said to you about coming to live with
him on that occasion?

(Objected to.)

A. He was talking about being alone; and one thing and
another, and he said he would like to have just such a man
as I was come to live with him; then his wife spoke and
said I had a good place, and I think she made use of these
words, and said they would get somebody else.

Q. Did he make any allusion to what he would do for 422
you, if you would come to live with him?

A. He said he would do well by me.

Q. Was his remark that he would do well by you, before
his wife said they would get somebody else?

A. I think it was.

Q. Did Mr. Vreeland ever speak to you after that about
coming to live with him, and if so, state what he said?

A. He said afterwards, and at different times, that he
would like to have me come and live with him. The next
time he spoke about it afterwards he came to my house to 423
dinner, and all he said was he would like to have me come
to live with him.

Q. When next after that did he speak to you about it?

A. The next time I saw him down in Market street,
Newark; he was down with a two-horse wagon; he said
then he would like to have me live with him; nothing
more than that at that time; after that he came down and
told me he had a man; I think he was in the shop where I
worked in Newark then; if I recollect right, he told me he
had a man to come and live with him, but he said he 424
wanted me to make him one promise, that if he got down,
so that he could not help himself—that is, down sick—he
wanted me to come and see to him; then we were talking
about this man, and I told him he had better be careful
how he got a man; I told him he knew how old folks got
served generally; if he put his property out of his hands,
that he must look out that he did not get misused; he said
he would look out for that—he would keep it under his
own thumb as long as his head was warm; he told me Mr.
Brickell was the man he had.

425 Q. Was there anything peculiar in the old man's department, while that conversation was going on?

A. Yes, sir; he seemed to feel worked up, and he took hold of my hand, and the tears ran down his cheeks, and I felt sorry for the old man at the time.

Q. Did his weeping attract the attention of other persons in the shop at the time?

A. I do not recollect that it did; I do not know as any one was there, except off and on; I do not think Brickell had moved on the farm when this conversation took place;
426 I was there when Brickell moved on the old man's place, or moved part of his things; he had come over night with the things, and I helped to unload some chickens in the morning, and counted them at Mr. Vreeland's request; the conversation I had with the old gentleman in Newark was before Brickell brought those things there; I did not try to make any arrangement with the old gentleman to go and live with him.

Q. Why not?

(Objected to.)

427 A. I did not think the women would agree, and I did not think I could agree with her, Mrs. Vreeland, either.

Q. Why did you think you could not agree with her?

(Objected to.)

A. When Mrs. Vreeland spoke to me the first time, she was by, and she spoke right off, the same as though she would not like to have me there; she said I had a good job, and they could find somebody else; I told her I had; she went so far as to ask me what I was getting where I was, and I told her.

428 Q. Did you consult with your mother about the proposition Mr. Vreeland had made you to come and live with him?

(Objected to.)

A. I told my mother that Mr. Vreeland had told me he would like to have me come and live with him.

Q. What did she say?

(Objected to.)

A. She said there was no use in me and my wife thinking of living with Mrs. Vreeland; that we could not make it go.

Witness being *cross-examined* by counsel for defendants, 429
 further saith: At the time the old man first asked me to come and live with him, John Henry Vanduyne was living in a little house right next to him; he lived there at the time I repaired the house and barn I spoke of; I don't recollect of going more than once to ask him to come and help.

Q. What reply did he make?

A. I can't tell what John Henry said about it; I have no recollection of anything he said at that time; I could not state; this was some time before the old man came to see me the first time at Newark; I can't say whether it was three, four or five years; I can't recollect the time we fixed the barn; I was engaged at putting up and making pumps and plumbing when the old gentleman came to see me the first time; I was getting pretty good wages and always had plenty to do; I told them I had plenty to do, and then she asked me what wages I was getting, and I told her and she said I had a good place and they would get somebody else; I have never lived in Pine Brook steadily or made it my home there since I left, when I was fourteen years old; I have never done any work for Mr. Vreeland since I left except repairing the house and barn; I have never lived in his family since I worked there. 430

To questions by counsel for complainant: I do not remember when John Henry moved away from the little house adjoining Mr. Vreeland's; I think Mr. Vreeland sent me for John Henry the first morning I was at work there; I fix the time when Mr. Vreeland talked with me about coming to live with him by the fact that I took a house at Stone House Plains and stocked it with poultry, and I had a man in the place, and in the fall I fetched my poultry down to Newark and Mr. Vreeland took a liking to the fowls and got a Shanghae rooster; it is three years ago, the first of April last, since I took the house. 432

A. B. VOORHIS.

Sworn and subscribed before }
 me, Sept. 1st, A. D., 1857, }

V. DALRIMPLE,
 Master in Chancery of New Jersey.

- 433 Further examination of witnesses adjourned by consent to 9th September, instant, at 10 o'clock A. M., at my office.
Parties and counsel met on 9th September, 1857, pursuant to adjournment, and—

Garret S. Demarest, of the township of Washington, in the county of Bergen, a witness produced and sworn on the part of said complainant, deposeth and saith: I am acquainted with John T. Brickell and wife, and I have been acquainted with them always almost; they were brought
434 up in our neighborhood; I know John H. Vreeland; I first became acquainted with him after he married his present wife; shortly afterwards; I could not tell the precise time. (Being shown mortgage from John T. Brickell and wife to John H. Vreeland and wife, dated 8th November, 1854, which I have marked Exhibit A 3, on part of complainant:) I drew that mortgage; it was signed in my presence and acknowledged before me; I was then a Judge of the Court of Common Pleas of Bergen County; I drew a deed at the same time between the same parties; it was
435 all one transaction; the deed was from Vreeland and wife to Brickell and wife; there was a bond drawn, too, to correspond with the mortgage; the deed was acknowledged before me; all done at one time. (Being shown bond from John T. Brickell and wife to Vreeland and wife, dated 8th November, 1854:) That is the bond mentioned in that mortgage; I think the lands described in the mortgage are the same described in the deed; it was meant to be so, and I believe it is so; these papers were executed on the day they bear date; I always do that; they were drawn and
436 executed at Mr. Brickell's house, in the township of Harrington, in the county of Bergen; I went to his house for the purpose of drawing them; I found there when I went there Mr. Brickell and his family and Mr. Vreeland and his wife; I do not recollect any strangers being there; I suppose Mr. Brickell lived about two miles from my residence; I think, if my recollection serves me right, that Mr. Vreeland stopped at my house on his way over to Mr. Brickell's and requested me to come over to Mr. Brickell's; I think it was the day previous to my going over, though it may have been the same day; I think it was the day before; Mr.

Vreeland's wife was with him when he stopped; I think 437
 Mr. Vreeland had called at my house before that; more
 than once I think; he just stopped as he went past; I can't
 say the number of times, or how long before; he said he
 wanted me to do some writing; I don't know as he said
 what writing; some writing or business he said; I do not
 think he mentioned anything but doing some writing; I do
 not recollect that he did; that was the first I was ever spo-
 ken to about doing any writing between him and Mr.
 Brickell; that is the first I ever heard about it; I had other
 business in the neighborhood then, and I got to Mr. Brick- 438
 ell's in the afternoon, and Mr. Vreeland told me what he
 wanted; what writing he wanted done; I guess they were
 all present when he told me that; all the family and Mrs.
 Vreeland with the rest; they were going back and forth;
 Mr. Brickell, I think, was about the house when the in-
 structions were given; I can't say he was at the spot at the
 time, though I think he was.

Q. Did you learn from Mr. Vreeland, or the other par-
 ties who were then present, what papers they wanted drawn
 and the particulars of the arrangement that they wished 439
 you to commit to writing before you commenced drawing
 the papers?

A. I did; I drew the papers and writings, as I thought,
 in conformity to the instructions and directions then given
 to me.

Q. Was your opinion asked as to any part of the arrange-
 ment, that is, which would be the better way to manage
 any particular point, or attain any particular object, or
 were you told that they wanted the papers drawn so and
 so, without asking your opinion as to any part of the ar- 440
 rangement?

A. I don't know how to answer that question, unless I
 go into a detail of what took place; Mr. Vreeland, when I
 got there, told me he wanted to convey to Mr. Brickell the
 property; but he wanted it conveyed in such a manner
 that Mr. Brickell and his wife, in case of either of them
 dying, the survivor should have it; and I told him (that is
 my recollection) that I did not see any other way of doing
 it but by making them both grantees; and upon that, I
 went on and drew the papers, and that, he said, was as he

441 wanted it, or something to that effect—as he wanted the property fixed ; then it was talked over, at the same time, he wanted it so secured as to have a livelihood or support for himself, wife and family ; that's the reason why Mrs. Vreeland is grantor in the mortgage ; he mentioned, likewise, that there were more to be taken care of than himself and wife ; that there were a couple of old colored people he was liable to maintain.

Q. Was there anything said about the consideration money that should be named in the deed ?

442 A. I asked that ; Mr. Vreeland told me to put in whatever was put in ; but I do not recollect the sum named ; I did not understand that there was to be any money paid, and I think there was none paid ; I drew the papers in the sitting-room occupied by the family ; it opened into the kitchen ; my object in putting Mrs. Brickell's name in the deed was to secure the entirety of it to her, in case she survived her husband ; I recollect Mr. Vreeland said he wanted the support and livelihood of himself and wife and family, as named in the bond, named so that there would
443 be no backing out ; and I think I said, to do that there would have to be a mortgage ; this was said before the bond was drawn.

Q. What did Mr. Brickell say to that ?

A. He appeared to be satisfied ; he did not say anything to the contrary.

Q. Was your opinion asked by any of the parties to those papers as to whether or no the arrangement contained in those papers would be perfectly valid in law, and whether, in your opinion, that kind of arrangement could
444 be impeached, or in any way set aside ?

A. I do not recollect that there was anything said about that.

Q. Was your opinion as to the validity and sufficiency of that arrangement ever asked by any of the parties to that arrangement ; and if so, when ?

A. I do not know that it was.

Q. While you were there at Mr. Brickell's house for the purpose of drawing and acknowledging those conveyances, did Mr. Vreeland give any reason, or enter into any kind

of an explanation why he conveyed away his property in 445
the manner he did?

A. He did; Mr. Vreeland told me he was getting old, and could not look to things himself any more, and he had to do something; he said that he had other friends and relations, but they did not care for him, or look after him; that happened in the house—in the room; the parties were then present, so far as I know.

Q. Did he name any of the friends or relations that he said did not care for him, or look after him?

A. I do not recollect that he did. 446

Q. Did he say anything about his having adopted or brought up a boy?

A. I do not think he did at that time; I think he once mentioned that to me—on one occasion previous to drawing those papers; I could not say how long previous; it was longer than the day previous; quite a while previous; I was doing a little other business for him when he mentioned it; I was then drawing or about drawing a will for him; that was after his second marriage I drew the will and he executed it; I do not know where that will now is; I have 447
never seen it since; he took it along with him; it runs in my mind that I drew another will for him at the time I drew the deed; the first will I drew for him was drawn at Mr. Brickell's house; I do not know who called on me to draw that will; I don't recollect whether he (Vreeland) stopped there, at my house, or sent some one for me; I think Mr. Brickell was at home when I drew the first will, at some time while I was there at that time.

Q. Please state as nearly as you can what disposition was made of Mr. Vreeland's property by the first will you drew 448
for him?

(Objected to.)

A. I do not recollect; these things do not remain in my mind long, and besides they are things we do not generally divulge; I could not now tell you the disposition of it.

Q. Can you recollect the name of any person to whom anything was given by that will drawn by you?

A. Well, his wife's name was mentioned in it, of course, and Mr. Vanduyne's name was mentioned in it; but what he got, I cannot recollect; my impression is that Mr. Brick-

449 ell and his wife were mentioned in it, or one of them ; I can't say what they got.

Q. Did that will give Mr. Vanduyne very little or a considerable part of Mr. Vreeland's property ?

A. I do not think it was much.

Q. State, if you can, which of the legatees or devisees named in that will received the greater part of his estate, as the will was drawn.

A. I hardly know what to say, for I don't recollect ; it appears to me that Mrs. Vreeland had quite some interest in
450 it ; but as to giving any particulars, I cannot do it.

Q. Did that will give Mrs. Vreeland anything more than a life estate in Mr. Vreeland's property ?

A. I could not say ; I have no draft or copy of that will.

Q. You say that on that occasion Mr. Vreeland stated about having brought up or adopted a boy ; please state fully and particularly what he told you on that subject.

A. He told me, if I recollect right, that he had had a boy living with him ; that he brought him up, I think he mentioned, and that he did not care about him, and had
451 done him all the injury he could, and left him, or something to that effect ; that he did not do right, and left him ; I think he made use of those words, or something in that way ; I do not think he told me the boy's name ; I think he must have told me the name, or I would not have known the name to put in the will.

Q. Were those the reasons assigned by Mr. Vreeland for giving Vanduyne no more by the will ?

A. I took it to be so ; yes.

Q. Did he, in that conversation, say anything to the pur-
452 port or effect that his intentions previously had been to give Vanduyne more than he was giving him by that will ?

A. I took it to be so ; yes ; I do not recollect of his saying anything about his having had been christened at the church.

Q. Give us the best idea you can as to the length of time which elapsed from the time you drew that first will till you drew the deed, bond and mortgage ?

A. I suppose it must have been in the neighborhood of a year or so ; probably more ; I have nothing to rely on to know ; I keep no memorandum of these things.

Q. Who was present, besides you and Mr. Vreeland, 453
when he told you about having brought up that boy ?

A. I expect no one but him and me ; I think we were
alone in the room.

Q. Do you know whether Mr. Brickell knew that Mr.
Vreeland executed a will at that time ?

A. I think he did ; he was about the house there ; and
there was a witness called in, and he must have known it ;
I was one of the witnesses to that will ; I think Thomas E.
Herring was the other ; I think there were but two ; I
think it was under the new law ; I cannot recollect who 454
was named as executor in that will, but some person in
this part of the country ; it was not John H. V. Vanduyne,
but some person in the habit of doing public business in
this county.

Q. State, if you please, as fully as you can, what dispo-
sition was made by Mr. Vreeland of his property by the
will you drew at the time that deed and mortgage was
drawn.

A. I do not state positively that a will was drawn at
that time, but I think so ; but I can't tell you as to the dis- 455
position of the property ; if there was a will drawn, I my-
self was one of the witnesses ; the other I can't recollect ;
it runs in my mind that we had a man there by the name
of Abraham Ackerson, but whether it was the first time or
last time I cannot tell ; he was there once, I think ; if there
was a will drawn at that time, I do not think John H. V.
Vanduyne's name was mentioned in it ; I was going to re-
mark that I may have been mistaken in regard to John H.
V. Vanduyne's name being mentioned in the first will ; I
have been revolving the thing in my mind, and it occurs 456
to me that it may have been a man by the name of Bush
I had reference to ; my present impression is that Mr. Van-
duyne's name was not mentioned in the first will ; that it
was Bush instead of Vanduyne ; I think nothing was given
to Vanduyne by the first will, and that in this conversation
about Vanduyne were stated the reasons for leaving him
out.

Q. If you drew a will on the day you drew the deeds,
did Mr. Vreeland have any conversation about Vanduyne
on that occasion ?

457 A. I believe not ; I do not recollect anything about Vanduyne ; all he said was he had friends, and they did not care for him, as I have before stated.

Q. Was there anything said on the day the deed was executed why Mr. Vreeland disposed of his property by deed instead of disposing of it by will to Mr. Brickell and wife, or was it stated why it was desirable to have a deed rather than a will ?

A. I do not know that there was anything said about it ; Vreeland wanted to have it conveyed absolutely.

458 Q. At the time you drew that first will, or before drawing it, did Mr. Vreeland hand you any will he had previously made to serve you as a guide, or for information in drawing the will ?

A. He had a number of papers there ; he had deeds and maps ; and my impression is there was an old will, I think signed by him ; I looked over part of it, as to property or so ; that is my impression.

Q. To whom was the greater part of Mr. Vreeland's property given by that old will you examined on that occasion ?

(Objected to.)

A. I do not recollect ; the people being all strange to me, it has not struck my mind so as to recollect.

459 Q. At the time you were at Mr. Brickell's house, drawing the first will for Mr. Vreeland, was there any talk in the presence of Mr. Brickell or Mrs. Brickell, or Mrs. Vreeland, by anybody about John Henry V. Vanduyne, or the boy that Mr. Vreeland had brought up ?

A. Nothing said in the presence of those people that I know.

Q. Between the time of your drawing that first will and your drawing the deed and mortgage, did you have any talk whatever with Mr. Brickell or his wife about Mr. Vreeland's will, which you drew ?

A. I had not that I know of.

Q. Do you remember how long it was from the time you drew the deed and mortgage to the time Mr. Brickell moved into this county ?

A. I do not recollect ; I know it was shortly after he had his vendue, and moved in the winter or spring afterwards ;

I think he had his vendue in December ; I think towards 460
the holidays.

(Cross-examination, none.)

GARRET S. DEMAREST.

Sworn and subscribed before me, }
Sept. 9th, 1857, }

V. DALRIMPLE,
Master in Chancery, &c., of New Jersey.

Elias F. Maynard, of Caldwell, in the county of Essex,
a witness, produced and sworn on the part of said com-
plainant, deposeseth and saith: I have been a practising
physician ; I withdrew from the practice four years last
spring ; I think perhaps five ; I am acquainted with John
H. Vreeland ; I have practised in his family ; perhaps for 461
four or five years before I withdrew ; I practised in his
family before the death of his first wife ; I practised in his
family till I withdrew from the practice ; I drew a will for
Mr. Vreeland, I should say five or six years ago, probably ;
it's only a guess ; it was after his second marriage ; it was
before I retired from practice ; I can't tell how long before I
retired from practice ; I should think a year or two though ;
that will was signed by Mr. Vreeland before witnesses ; I
was one of the witnesses, and my impression is a man by
the name of Miller was another ; and of the other I have
no recollection ; and I am not positive that Mr. Miller was 462
one, though I think so ; I took that will home with me to
my house, after it was signed, by Mr. Vreeland's request ;
Mr. Vreeland afterwards called on me and got it ; I should
think two or more years afterwards ; I can't say whether
it was before or after Mr. Brickell moved on the place ; I
do not know Mr. Brickell, nor when he moved there ; I have
never seen that will since ; I delivered it to Mr. Vreeland,
and do not know where it is ; I have no copy of it, and
and never had.

Q. Please state what disposition of his property was
made by Mr. Vreeland by that will.

(Objected to.)

A. He willed it to his wife and a Mrs. Bush ; a few
acres of land were given to Mrs. Bush ; I do not recollect
the number ; my impression is, it was from six to twelve

463 acres; I think it was a projection from a straight line of the farm, and which when cut off would leave the farm square; he gave Mrs. Vreeland the balance of his property after paying the debts; there was no condition or qualification of her estate as it was given her by the will.

Q. Was there anything given by that will to John Henry V. Vanduyne?

A. His name was not mentioned in the will.

Q. Was all his property after paying his debts, except the small lot given to Mrs. Bush, given to his wife by that
464 will?

A. All with the exception of the support of the two colored people; I think it was provided in the will, that his wife should support the colored people; that will was drawn and executed at Mr. Vreeland's house; John Henry V. Vanduyne lived near Mr. Vreeland's at that time—fifty or sixty rods off, I should think more or less; it is my impression he lived there; when attending as a physician at Mr. Vreeland's, I often saw John H. V. Vanduyne about
465 the day this will was executed; I don't know whether I saw him or not; my impression is that he has called on me to attend Mr. Vreeland's family, but I would not state it as a fact.

Q. Would you regard Mr. Vreeland as a man of strong mind, or as a man of weak and changeable mind?

(Objected to.)

A. I do not know as I am a judge of men's intellects in that respect; his mind is very changeable in some things.

Q. Would he, in your opinion, be an easy or difficult man
466 to be controlled by one who enjoyed his confidence?

(Objected to.)

A. I think he would be easy controlled.

Cross-examination by counsel for defendants:

I mean to say that if he has full confidence in one acting as his physician, or in any other capacity, he could sway him as he pleased, but if he has not full confidence you could not move him a peg.

Q. Do you think, then, he would be a difficult man for a son disposed to do right to a father to please?

A. I think he would.

467

Q. Do you think it would be difficult for a son to gain his confidence ?

A. I should think it would be difficult; I think he has a mind of his own; I think I had his full confidence for many years as his physician; I gained his confidence I presume by attending to my duty as his physician; I had it at all events; a person might gain his confidence by a faithful discharge of duty to him; a changeable person is a hard person to please, and to-day you may have their confidence and to-morrow you may not.

468

To questions by counsel of complainant:

Q. You have stated that you thought it would be difficult for a son to please him or gain his confidence; please state your reasons for that opinion.

A. They are these: a man of his age and of a changeable mind, it is in my mind a difficult thing to obtain his confidence for any length of time and place.

To questions by counsel of defendants:

469

Q. What evidence did you ever have that Mr. Vreeland is a man of very changeable mind ?

A. The most of my evidence is hearsay evidence; I know of two wills he made; as far as wills are concerned, that is all; my opinion is formed from this out-door opinion; this out-door opinion referred to the different wills for one thing; and the other out-door talk has been in reference to his change of property—that is, his anticipated disposal; I have heard that John Vanduyne was to receive a large part of his property, and the next breath I heard it was going another course, and again it had taken another channel; I heard some of this out-door rumor and knew some of it; the last I heard of was his bringing Mr. Brickell there; my opinion that he is a changeable man is based on these things.

470

To question by counsel of complainant:

Q. Did Mr. Vreeland's manner and conversation and conduct when you saw him while acting as his physician, and otherwise, contribute in any way to your opinion that he was a changeable man ?

- 471 A. I had very little conversation with Mr. Vreeland, except when there professionally; my opinion is based more on the wills and out-door rumors than anything I saw myself; what I saw of him had no influence on my opinion as to his being changeable.

E. F. MAYNARD.

Sworn and subscribed before me, the 9th }
day of September, A. D. 1857, }

V. DALRIMPLE,

Master and Examiner in Chancery of New Jersey.

- 472 *Daniel Crane*, of the township of Pequannock, in the county of Morris, a witness produced on the part of said complainant, being duly sworn on his oath, deposeth and saith: My wife is a sister to Mr. Vanduyne, the complainant; her name was Catharine Ann Vanduyne; she received an equal share of her father's estate in land and money, the same as the other children, except Stephen; John did not receive any, and Stephen got more than the rest.

Q. What did her share amount to?

- 473 (Objected to.)

A. Betwixt eight hundred and nine hundred dollars—eight hundred and seventy odd dollars; that was what was left clear of all expenses.

Q. What were the principal expenses which were taken out?

(Objected to.)

- 474 A. It was all settled up, and then what was left was divided equally among all the heirs, except John; he had nothing to do with it; the real estate was divided by commissioners appointed by this Court; the share of land my wife got was not worth more, in my judgment, than the share of any of the other heirs; I held my share of the land about a year after it was set off to me; there was nothing peculiar about the sale I made of it; I asked the price, and they gave it to me; there were seven heirs besides John to divide it among; I have worked at John H. Vreeland's; the last time was quite some time ago; it must be as much as six or seven years ago; I think it was the spring after he got married in the fall or winter; I was

doing carpenter work ; I roofed his house and one side of 475
 the barn ; Albert B. Voorhies worked with me ; I think I
 worked there seven days at that time ; I heard Mr. Vree-
 land, while I was working there at that time, speak about
 John Henry ; I was at work on the scaffold, and Mr. Vree-
 land came by me ; he says to me that he thought he would
 put a new roof on the house, and then John Henry would
 not have to do it after him ; that it was all his when he
 was done with it ; those are the words he spoke ; he said
 it would be John Henry's after he was done with it ; John
 Henry was tending us carrying up shingles at that time ; 476
 he lived a few rods from Mr. Vreeland's ; Mr. Vreeland's
 first wife was an aunt to my wife.

Q. State what brothers and sisters the first Mrs. Vreeland
 had.

A. Martin J. Young, David Young, Peter Young, Han-
 nah Young and Charity Young ; Charity Young married
 John J. Vanhouten, and Hannah Young was my mother-in-
 law ; there are others who are dead and gone ; those I have
 named I have seen ; Peter Young is dead ; he left children ;
 Martin is dead also, leaving children ; I have learned from 477
 the family that there was a brother by the name of John
 Young ; he has children living ; he has not been heard of
 in a great while. (Being shown deed from David Young
 and others to John H. V. Vanduyne, dated 22d March,
 1851, which I have marked Exhibit A 5 on part of com-
 plainant) : I am acquainted with the two lots of land, the
 description of which is now read to me from that deed ;
 John H. Vreeland's first wife formerly owned those two
 lots ; John Henry Vanduyne has been in possession of it
 since her death. 478

Q. Do you know, or did you ever hear of John Henry
 V. Vanduyne getting a deed for those two lots of land from
 any of the heirs of Rachel Vreeland, except those who
 have signed this deed ?

A. He did not get a deed from any but those three ;
 Martin J. Young would not sign it, and Peter Young was
 dead, and John Young was gone away.

Witness being *cross-examined* by counsel of defendants,
 further saith : I would not be willing to give over three

- 479 hundred dollars for the two lots described in that deed ; I lived within four or five miles of Mr. Vreeland's when John lived there ; I have never lived any nearer than that to him ; it is fourteen years ago the eighteenth of February last since I was married ; when John lived in the house near Mr. Vreeland's he had a family of himself, wife and three children ; I could not tell where he got his living from while he lived there ; I know the size of the lot he lived on ; I do not think he could raise his living altogether on that lot ; I should think he could raise half of it ;
- 480 have been to his house when he was sick ; I guess he was sick about two weeks at the time I was there to see him ; he has been complaining a good deal, off and on, but never to be confined but these two weeks.

his
DANIEL + CRANE.
mark.

Sworn and subscribed before me, }
the 9th September, A. D. 1857, }

481 VANCLEVE DALRIMPLE,
Master and Examiner in Chancery of New Jersey.

- Jacob Vanatta, Esq.*, of Morristown, New Jersey, a witness produced and sworn on the part of said complainant, deposeth and saith : At the time I was drawing the bill in this cause, as well as previous to that time, I examined the record of deeds and mortgages in this county, and found there the record of the deed from Mr. Vreeland and wife to Mr. Brickell and wife which is referred to in the bill and answer in this cause, but did not find any record of the
- 482 mortgage which has been offered here to-day, and did not discover the record of that mortgage until after the cause had been argued on demurrer before the chancellor, and I think it was April or May last, as near as I can recollect, before I discovered or knew of the existence of this mortgage, and in fact I had not heard of the existence of it until I discovered it on the record, but had verbal information from complainant, at the time I drew the bill, that there was something in the nature of a life lease ; this mortgage the clerk seems not to have indexed in the book at the time he recorded it ; it is now interlined in the index to

the volume in which it is recorded, and at the time I was 483
 examining the records that was the current book, and as I
 only looked in the index of the book, I did not discover
 it; it appears to have been put in the index of the book
 after the book was completed.

JACOB VANATTA.

Sworn and subscribed before me, the }
 9th day of September, A. D. 1857, }

VANCELEVE DALRIMPLE,
 Master in Chancery of New Jersey.

(A true copy.)

W. M. BABBITT,
 Clerk.

Defendants' Evidence.

484

EXAMINATION OF WITNESSES taken on the first day
 of October, in the year eighteen hundred and
 fifty-seven, in a cause depending in the Court
 of Chancery, of the State of New Jersey,
 wherein John H. V. Vanduyne is complain-
 ant, and John H. Vreeland and others are
 defendants, before Vancleve Dalrimple, one
 of the Masters and Examiners in Chancery of
 New Jersey, at his office, in Morristown, in
 the County of Morris, in the presence of the
 parties and their counsel.

Cornelius Low, of the township of Caldwell, in the 485
 county of Essex, a witness produced and sworn on the part
 of said defendants, saith: I reside in the township of Cald-
 well, Essex county; I am sixty-seven years old, and am a
 farmer; I know John H. Vreeland; I know his farm; I
 used to know it well; I have not been on it of late years;
 the old gentleman offered to sell it to me; it was six years
 ago last spring, for six thousand dollars; I thought it was
 enough for it; I went back to buy the farm; I told him at
 that time if I could sell my farm I would buy it; three

486 years ago this fall I sold mine, and sometime in the winter I went to buy Mr. Vreeland's; I did not buy it, because he told me he had leased it out or sold it; I cannot tell which; he did not say to whom he had leased or sold it; there was no one living there besides him at the time.

Q. What reason, if any, did Mr. Vreeland give for selling his farm, when he offered to sell to you?

(Objected to.)

A. He said that he was getting old and he did not want the care on his mind.

487 Q. Was anything said by him there about John Henry's not relieving him from the care of the farm, or he thought he ought to, and, if so, state what was said?

(Objected to.)

A. There was something said which has slipped my mind, so that I cannot tell exactly what it was.

Q. According to your recollection, was what he said by way of complaint of John Henry?

(Objected to.)

A. I think he said he did not do as he ought to do.

488 Q. Did he state in what respect he did not do as he ought to do?

(Objected to.)

A. Well, he did not attend to his business, if I remember right; that is what he said.

Cross-examination by counsel of complainant.

I suppose I reside six miles from Mr. Vreeland's; I have lived where I now do upwards of thirty years; I have not
489 been on Mr. Vreeland's farm or examined it within that thirty years; I used to be acquainted with it; before that I had been on it; I fix the time when Mr. Vreeland offered to sell me the farm by different circumstances, which happened at that time; the time Mr. Vreeland offered his farm to me I told him I could not buy at the present time, and I told him perhaps my son would buy it; he lived in Newark; my son came up shortly after that and I spoke to him about it; he said he did not want it at that present time; that time that he came up I was planting corn in a certain lot; furthermore, there was one of my neighbors died in

the fall, as this occurred in the spring; that neighbor's name was Christopher Loupener; he died there in our neighborhood; these are the circumstances from which I recollect the time; Mr. Vreeland's offer to sell me the farm was made at my place; there was no one with him at that time; he came to my house alone; then I never went to his house to see about buying his farm till three years ago this fall; when he called on me about buying the farm I did not want to buy at all; it must have been in planting corn time, in May sometime, when he called at my place and offered to sell me the place; my son was up to my house in a few days after Mr. Vreeland was there; John Henry Vanduyne was not present at my house when this conversation took place at my house with Mr. Vreeland; I do not know where John Henry was living and working at that time.

Q. Did Mr. Vreeland say in that conversation what business John Henry had neglected to attend to?

A. I don't remember as he did.

To questions by counsel of defendants:

I do not know what Mr. Vreeland's business was there that day; he had none as I heard of, except to sell his farm; I remember he was on his wagon with a load going to mill.

To question by counsel of complainant:

Q. When Mr. Vreeland offered to sell you the place at six thousand dollars, was his woodland, which is some seven or eight miles from his farm, at or near the Wahow, to go with the farm for the six thousand dollars?

A. It was to include that.

CORNELIUS LOW.

Sworn and subscribed before me, the }
1st day of October, A. D. 1857, }

V. DALRIMPLE,

Master in Chancery, &c., of New Jersey.

493 *Stephen Vandwyne*, of the township of Pequannock, in the county of Morris, a witness, produced and sworn on the part of said defendants, deposes and saith: I am a brother of complainant; I recollect his living with John H. Vreeland.

Q. Shortly after John Henry was married did he express to you, or in your hearing, any dissatisfaction with the way in which he was there, and what did he say?

(Objected to.)

A. Well, he expressed some dissatisfaction shortly after
494 he was married, or about that time; he was dissatisfied in the way he was working there, and he gave the reason that there were persons making difficulty between him and Mr. Vreeland, and Mr. Cornelius Bush was putting Mr. Vreeland up against him.

Q. Did he say anything about being compensated for his work, and, if so, what?

A. I do not recollect of him saying much about being compensated, except in this way, that there was talk that
495 Mr. Vreeland could not give him the property because it was entailed, so he had been told, and he did not think he could work so any longer, as Mr. Bush would be the heir to it, or his wife rather, and rather than to be troubled about it he would leave it and not work so any longer.

Q. Did he have the farm on shares at any time shortly after he was married?

A. I understood so from him and Mr. Vreeland both that he had it on shares.

Q. Did he make any complaint or express any dissatisfaction in your hearing, at or about that time, and, if so,
496 state what he said?

A. I do not recollect as he did, at the time of the farm being on shares, but before he was married sometime he talked to me about leaving, and thought he had better learn a trade; I did not hear of any particular difficulty at that time.

Q. Did you hear him complain at any time about his being compelled to work too hard, when he had the farm on shares, or about his being unable to make a living?

(Objected to.)

A. I heard him say he had to work hard to make a liv-

ing, and had nothing left when the year came round; I 497
know the lot on which he lived, adjoining Mr. Vreeland's,
and have seen it often; I should not think a person could
make a living off that lot, not in ordinary farming.

Q. What proportion of his living do you think could be
made off that lot by ordinary culture?

(Objected to.)

A. Well, I should think not more than one-half.

Q. Did you ever hear him say where he got that lot?

(Objected to.)

A. I heard him say he got it or that it was bought for 498
him by John H. Vreeland; I think it cost seven hundred
and fifty dollars.

Q. Was John a constable, and if so, for how many years?

A. He was constable for one year; whether he was for
any more or not I do not recollect.

Q. What proportion of his time did his business as con-
stable occupy?

A. I cannot say for certainty, but should think the con-
stable business would employ a man all the time if it was
attended to; he was at this business riding about a good 499
deal.

Q. While he lived near Mr. Vreeland's, do you know of
his being engaged at carting for himself?

A. I think he was; it is something that I do not recol-
lect how much; I saw him carting wood and timber; I
saw him carting hickory wood from the mountain, and
timber from the mountain and lowland to the saw-mill; I
know of his carting cider for Clair; he carted considerable
loads when I saw him on the roads; I think he used his
own team; sometimes one horse, whether I ever saw him 500
with two I do not recollect; that was a horse he always
had for some eighteen years, I should think; it was a horse
that Mr. Vreeland raised; I heard John say he was his.

Q. What other movable property had John?

A. He had a one-horse wagon, or carriage rather, a sad-
dle and bridle I believe; I don't know that he had a sleigh
which belonged to him or not; he had a sleigh, but I don't
know as it belonged to him; I cannot say as for cattle; he
had a harness.

Q. Where did he get these articles?

501 (Objected to.)

A. The wagon and saddle were bought while he was at Mr. Vreeland's some two or three years before he was married; and as for the others I do not recollect anything more about them; the horse he took away with him, and I think the saddle and bridle; it seems to me the carriage was worn out and disposed of before that; I think it was traded in part for another by John Henry; I know Cornelius Bush, and have known him I should judge in the neighborhood of twenty years, not less than that; he lived at one time a neighbor to my father for some year or two; I was living home at that time; I live about three miles from him now,

502 I should think.

Q. Do you know his general character in that neighborhood for truth and veracity?

A. I do not in that neighborhood where he lives particularly; I suppose he has lived there about eighteen years; come to think, not so long—perhaps two or three years less than that.

Q. Did you ever hear your brother speak of his character for truth and veracity?

(Objected to.)

A. I have heard him say that he would tell things that were not so; that is quite a thickly-settled neighborhood where Bush lives.

503 Q. State all that John said of Bush as to his speaking the truth.

(Objected to.)

A. The principal part that I know is John saying that he made trouble between him and Mr. Vreeland, and telling things that were not so.

Q. Were he and John at variance while John lived with Mr. Vreeland?

A. Not particularly, except the disturbance John accused him of making with Mr. Vreeland.

Witness being *cross-examined*, by counsel of complainant further saith: My father lived about four miles from Mr. Vreeland's, so called; I left home at twenty-two years of age, to go and work for myself; I then went to work at different places wherever I could get work, and on my own

little farm ; I had a piece of land ; I have lived within 504
 three miles of Mr. Vreeland, I think, for fifteen years, ex-
 cept for two years while I was away in Pennsylvania ; it
 was between 1840 and 1843 when John Henry had Mr.
 Vreeland's farm on shares, I think, but I would not be posi-
 tive as to the time ; I do not know that he had it on shares
 more than one season ; I am not sure of more than one ; I
 can only say what I learned ; but whether he worked it
 the whole season or only a part I do not know, it is so
 long since ; it was while Mr. Vreeland's first wife was liv-
 ing ; I am sure Mr. Vreeland's first wife was living ; I am 505
 sure of that because my father was living at the time ; it
 was after John's marriage ; I do not think John was mar-
 ried quite two years before my father died ; it was not
 more than two years ; my father died in the fall of the year,
 but it's more than I can tell you in what year at present ; I
 think it was in the winter or spring of 1841, when John
 was married ; I think it was the first year he was married
 that John took this farm of Mr. Vreeland ; he took it so that
 he planted corn in the time he had it ; I think I was work-
 ing at my father's at the time ; John talked to me about 506
 having it on shares the season he was working it ; I cannot
 tell you how old John was when he talked to me about
 learning a trade, but it was about two years before he was
 married ; I do not know anything about how many bush-
 els per year John raised off his own lot ; I lived at the same
 place I now do when John was constable ; I cannot tell
 how much of the time John was engaged as constable, ex-
 cept I saw him on the road a good deal, and saw him on
 the way and spoke to him away from home and in our
 neighborhood ; I would see him many times in a month, 507
 while he was constable, and sometimes I would not see him
 at all ; sometimes I was at work where I had a chance to
 see him often, and sometimes not ; I have known John to
 cart for himself, doing his own work ; and then I have
 known him to cart for part of the proceeds, Mr. Vreeland
 having the other part ; so John has told me a number of
 times ; this horse that I have seen John have I have seen
 worked on Mr. Vreeland's farm while John lived there ; I
 have seen them hauling wood with him ; but whether I
 ever saw him do any farming work I can't say, but sup-

508 pose I have; I don't know that I ever saw Mr. Vreeland using the carriage which John had; I do not know of my own knowledge who bought the saddle and bridle; I should judge Mr. Bush lives about three miles from me now; when I heard John say that Mr. Bush did not tell the truth, it was always in connection with his making disturbance between him and Mr. Vreeland principally; John told me this before and after he was married, and at different times.

509 To questions by counsel of defendants: I do not know that I have heard John say anything of this in the space of six or seven years; it was before the first Mrs. Vreeland's death that I heard of it first; I think it was some year or two before her death that he told me this last.

Questions by counsel of complainant:

Q. State as near as you can the year in which Mr. Vreeland's second marriage took place?

A. It's something that I could not do; I should think that it is as much as six or seven years ago.

STEPHEN VANDUYNE.

Sworn and subscribed before me, the }
1st day of October, A. D. 1857, }

V. DALRIMPLE,

Master, &c., in Chancery of New Jersey.

510 *John S. Vanhouten*, of the township of Pequannock, in the said county of Morris, a witness produced and sworn on behalf of said defendants, deposes and saith: I live on what they call the Hopper place now; about four miles from John H. Vreeland; I know John H. V. Vanduyne, and have known him since he was a little boy; I knew him while he lived with Mr. Vreeland.

Q. Did you ever hear John, while living with Mr. Vreeland, express any dissatisfaction with the way in which he was living there, and if so, state what complaints he made (Objected to.)

A. Well, he did not have much to say about dissatisfac-

tion while he lived with Mr. Vreeland in the house ; well, 511
he seemed to be dissatisfied after he left Mr. Vreeland's
house, and moved in a house close by ; he said he did not
get enough for the work that he did.

Q. Did you have any conversation with him in the fall,
before he moved away from near Mr. Vreeland's ?

A. He seemed to be dissatisfied ; he said he was going to
try and get pay for his work ; that was in the fall before he
moved to my house in the spring ; he moved to my house
when he left Mr. Vreeland's ; I know Cornelius Bush.

Q. What is his character for truth in that neighbor-
hood ?

(Objected to.)

A. Sometimes he will tell a pretty good story ; his cha- 512
racter is not very good for truth.

Q. Do you think he would be believed there when swear-
ing in a matter in which he had any interest or feeling ?

(Objected to.)

A. I suppose he might be, and he might not.

Witness, being *cross-examined* by counsel of complainant,
further saith :

Q. You say that you had a conversation with John not
long before he moved from Mr. Vreeland's place to your
place. I wish you to state how long before John actually
moved.

A. It was in the fall, as he moved in the spring ; it was
in September or October ; I do not know which ; I fix the 513
time as in September or October, because it was pretty
late in the fall.

Q. Was it when John was asking you whether he could
move his things to your place or not ?

A. It was ; John was fixing to build a house near my
house at that time ; the conversation occurred in my house ;
I guess Ward Edwards was present at the same time ; we
were rather telling him that he had better let it alone, and
he said he did not know about that ; I can't tell how the
conversation began ; we got to talking about one thing and
another, and he said he had not had anything of Mr. Vree-
land, and I said I would hate to give a good dollar for a
poor one.

514 Q. Did he say at that time that Mr. Vreeland did not intend to give him the property ?

A. No, sir, he did not say anything about that.

Q. Did John, at that time, say that he could not make both ends meet, or keep both ends up, by working for Mr. Vreeland for nothing, or anything like that ?

A. No, sir, he did not say anything like that to me at that time, or any other.

Q. When did you first tell Mr. Vreeland what John said to you at your house at that time ?

A. I have never told him at all ; I was a brother-in-law of Mr. Vreeland by his first marriage—we married sisters.

JOHN J. VANHOUTEN.

515 Sworn and subscribed before me, the }
1st day of October, A. D. 1857, }

V. DALRIMPLE,

Master in Chancery, &c., of New Jersey.

Examination here adjourned to to-morrow morning at 10 A. M., at same place.

FRIDAY MORNING, Oct. 2d, 1857.

The parties and their counsel met, pursuant to adjournment, whereupon the defendants called—

Elijah Vanduyne, of the township of Pequannock, in the said county of Morris, as a witness on his behalf, who, being duly sworn, on his oath deposeth and saith : I am a brother of John Henry Vanduyne ; I lived with him at
516 one time ; it is ten years ago since I first went to live with him ; I was there a year and a half at that time.

Q. Before you went to live with him, or while you were living there, did you ever hear John say how he was working there ?

(Objected to.)

A. I heard him say he had worked on some part of the land for one-third of what he raised ; it was while I was living there ; he did not say what part of the land he had worked on shares ; I worked for John part of the time while I lived with him that year and a half on his place ; I mean on the lot adjoining his house.

Q. Did you hear the old man while you lived there 517
at that time complain of the way in which the work got
along?

(Objected to.)

A. He did complain some.

Q. To whom and of whom did he complain?

(Objected to.)

A. I heard him complain that John Henry did not do
as much as he might; I don't know as he made this
complaint to any particular one; I heard it.

Q. Was there any difference in the manner in which
John worked at the time you lived there; and the way
he worked previously, so far as you know; I mean as to 518
his industry and attention to business?

(Objected to.)

A. He did not do as much while I lived with him as
he did before.

Q. Did you ever hear John complain of Cornelius
Bush making trouble between him and the old man?

(Objected to.)

A. I believe I have; he thought Bush sometimes tried
to make disturbance between him and the old man.

Q. Were John and Bush at that time on intimate
terms, or not?

(Objected to.)

A. They appeared to be.

Q. To whom did John make the complaint about Bush 519
you have spoken of?

(Objected to.)

A. It was done in his family.

Q. During the time you lived there, did you hear the
old gentleman speak of selling his farm?

A. I did not; after I lived there the year and a half
I was away one year, and then I went back and was
there a year and a half again; the second year and a
half I was there, I was engaged with a threshing ma-
chine for myself; I was then away again six months; I
then went back again, and stayed, I could not tell how
long in particular.

Q. During any part of the time you lived there, was
John a leading man on Mr. Vreeland's farm?

520 A. He was for about two or three months; that was seven years ago; he took the old man's farm on shares that spring.

Q. What was he engaged in during the time you lived there?

A. He worked for the old man some; he was constable one year, I am certain; and he had some land on shares at different places; and he was in New York driving cart a spell; I could not say in particular whether that was the first, second or third time I lived there.

Witness being *cross-examined* by counsel of complainant, further saith:

521 Q. Question. By saying that you lived with John, do you mean anything more than that you boarded at his house Sundays, and when you were not at work away?

A. That's what I mean.

Q. While you were boarding at John's, did you ever know Mr. Vreeland to come and ask John to come and work for him or on his place?

A. I did; I have known the hired man of Mr. Vreeland, and Jack, his colored man, to come there and leave word for John to come and work for Mr. Vreeland; John would generally go; I have known John to leave his own work on his own lot undone, and go to work at Mr. Vreeland's, when he was wanted there.

Q. At some such time as that, did you not say to John that if you were in his place you would not leave your own
522 work to work for Mr. Vreeland, or anything like that?

(Objected to.)

A. I did.

Q. At such times have you not made the remark to John that he was a great fool for leaving his own work to work for Mr. Vreeland and get nothing for it, or words to that effect?

(Objected to.)

A. I did not know, at the time, whether he got anything for it or not, for certain; I made such a remark to John; I believe I have heard Mr. Vreeland make complaint a little about other hands, who worked for him, besides John.

Q. Do you know why John did not keep the farm on shares longer than two or three months?

A. John got unable to work, and the old man got hands 523
and done the work himself ; John got sick.

Q. About the time John got sick, did you not hear the
old gentleman say that he would take the farm himself, and
go on with the work ?

A. I don't know that I heard him say that he would ; he
did do so ; John was quite sick and had a physician ; I
think it was in harvest that he was taken sick.

Q. After Mr. Vreeland's second marriage, did you not
know instances when Mr. Vreeland had gone away on a
visit of John or his wife, or both of them, going to Mr. 524
Vreeland's to do the milking ?

A. I did ; I believe Mr. Vreeland requested them to at-
tend to that before going away ; it was in fall and winter
along that John was carting in New York.

Q. Was it after the farmers' fall work was done ?

A. He commenced about the time it was nearly through
with, I think ; he continued at that business, driving cart
in New York, between two and three months, I think ; he
was never engaged in it more than that one period.

Q. You say that you have heard the old man complain 525
that John did not do as much as he might, at other times ;
did you not hear the old gentleman say that John was a
good boy, or a smart boy, or something to that effect ?

A. I think I have heard him say that he had been
smart.

Q. Did you ever hear the old gentleman complain to
John, or in his hearing, about Cornelius Bush ?

(Objected to.)

A. I believe I have.

Q. When John told you that he had worked some part 526
of Mr. Vreeland's land for a third, did he not say that Mr.
Vreeland had told him that if he would put the manure
which John had on his own lot on this lot of Mr. Vreeland's,
and put grain in the lot where he put the manure, that he
would give him one-third of what he raised on the lot ?

A. I could not say in particular as for that.

Q. Did you not help John cart the manure from John's
barn yard, the same year in which you bought your thresh-
ing machine, on to one of Mr. Vreeland's lots ?

527 A. This is another concern, rather ; I did help him cart manure from his barn on to Mr. Vreeland's lot.

Q. Was not the lot on which you carted that manure the lot that John had on shares for a third ?

A. That's so ; there were four acres, perhaps more, in the lot.

ELIJAH VANDUYNE

Sworn and subscribed before }
me, Oct. 2d, 1857, }

V. DALRIMPLE,

Master, &c., in New Jersey.

Henry Speer, of the township of Pequannock, in the county of Morris, a witness produced and sworn on the part of said defendants, deposes and saith: I live in Pine Brook ; maybe it is a half mile more or less from John H. Vreeland ; I follow weaving ; I work out occasionally on a farm ; I suppose I have lived at Pine Brook about fifteen or sixteen years ; during the time I have lived there I have worked for John H. Vreeland some ; Mr. Vreeland was generally about, and gave orders and seen that the work was done ; we went by his orders ; he had different men ; he generally kept a man hired by the year ; the colored man was generally around seeing to things, and spreading hay in haying time ; I did not work much for him before his first wife died ; it has been principally since his second marriage.

528 Q. During the time you have worked there, has John been steadily employed on the farm ?

A. No, sir ; I think not while I was there.

529 Q. Do you know of John's working any part of the land on shares ?

A. I have seen him to work on this piece of ground which the last witness spoke of ; I don't think I ever heard John say anything about how he worked it ; I think it would take him most of his time to cultivate that and his own lot, if it was cultivated properly.

Q. While you have lived at Pine Brook, have you ever heard Mr. Vreeland speak of selling his farm ? (Objected to.) If so, state when, as near as you can, what reason he gave for selling, and his price ?

(Objected to.)

A. He told me he wanted to sell it ; I should think it was about this time of year, and since his first wife died ; he said he could not get anybody to see to it, and he was getting too old.

530

Q. Was that conversation before John moved away, or since that ?

(Objected to.)

A. It was before he moved away, sir ; I won't say for certainty ; but I think it was as much as a year before he moved away.

Q. Did he mention John's name at that time, and if so, what did he say ?

531

(Objected to.)

A. I can't say that he mentioned John's name ; I went into the stable where he was in the morning, and he said he wanted to sell his farm ; he could not get anybody to see to it, he said, and he was getting too old himself ; he said he wanted six thousand dollars for it.

Witness, being *cross-examined* by counsel of complainant, further saith : I never worked at Mr. Vreeland's but very little before his first wife died ; the most I have worked there is since he has been married to this second woman ; I think it was the first season he was married, but I won't be certain, that I went to work there in harvest ; I think I helped them all through harvest that season—hay and all ; I don't think I worked in harvest after that ; I won't say for certain, but I helped them cradle oats once after that ; I never worked for him but very little in winter ; I carted a few rails for him one winter ; Mr. Vreeland did not offer to sell his farm to me ; I was not able to buy it ; I could not tell for how many years John worked the lot Elijah Vanduyne has spoken of.

532

HENRY SPEER.

Sworn and subscribed before me, }
the 2d October, A. D. 1857, }

V. DALRIMPLE,

Master, &c., in Chancery of New Jersey.

533 *James H. Young*, of the township of Pequannock, in the county of Morris, a witness produced and sworn on the part of defendants, deposes and saith: I live about a quarter of a mile from Mr. Vreeland's.

Q. Did you ever hear the old gentleman talk of selling his farm, and if so, state when, the price he asked, and the reason he gave for selling?

(Objected to.)

A. I heard him offer to sell his farm; I don't know as I could tell exactly when it was; I think it was since he has
534 been married to the second woman; I don't recollect of ever hearing him say the price he wanted; the reason he gave was because he could not get any one to take care of it as it ought to be; and he was getting too old he said to take care of it himself; John Henry was living on his little place, next to Mr. Vreeland at that time; I can't tell how long it was before John moved away.

Q. Was John employed steadily on the old man's farm?

A. No, sir.

Q. So far as you could judge, living close by, how did he
535 work—occasionally or steadily?

A. I should call it occasionally.

Q. Do you know of his working any part of Mr. Vreeland's farm on shares, and if so, what part?

A. I heard John say that he was farming on shares when he was taken sick; I think he told me that he was to have the use of the lot; he put the manure on for keeping up the fence betwixt that lot and the meadow lot; I don't recollect, as he said for how long he was to have the use of the lot; I don't recollect whether it was one or two years
536 he cultivated that lot.

Q. How much of his time would it take to cultivate that lot and the lot by his house properly?

(Objected to.)

A. I should think it would take pretty much all his time.

JAMES H. YOUNG.

Sworn and subscribed before me, }
the 2d day of October, 1857, }

V. DALRIMPLE,

Master, &c., in Chancery of New Jersey.

William De Hart, of the township of Hanover, in the county of Morris, a witness produced and sworn on the part of said defendants, deposes and saith: In the spring of 1849, I moved close by Mr. Vreeland's, and lived there one year then; then I moved over into Hanover township, the best part of half a mile away from there; and have not lived over three-quarters of a mile away from him since 1849; if I live to see the 28th day of January next, I will be sixty years old. 537

Q. While you lived close by Mr. Vreeland, how did John work on the farm—I mean steadily or only occasionally? 538

A. When he worked on the farm it was occasionally; he lived on his own place at that time; he cultivated his own lot; he had a lot down below which he had of Mr. Vreeland, which has been spoken of here before.

Q. How much of his time would it take to cultivate that and the lot by his house?

A. I do not know how much of Mr. Vreeland's land he had; if he had all below the lane, it would take all his time, together with his own lot; but I do not know how much he had of it; I do not know how long he kept that lot; Vanduyne complained to me one day, and said the old man wanted him to go to the mountain and make fencing stuff and haul it and use it on this lot, and he said or signified it would not pay; he said he did not want to keep up the fences and fetch the stuff from where the old man wanted it brought for the lot; I heard John say one day he was working some of Vreeland's land on shares, and I asked him what share he got, and he did not tell me; it was a part of the homestead farm there. 539

Q. Do you know of John being engaged in other work for himself, and if so, state what? 540

(Objected to.)

A. He was like everybody else I suppose, doing all he could to make a living; he was not in any particular business; he was constable a while; I think it was two years, but am not certain whether it was one or two years; I understood him to say he was carting a short time in New York.

Q. Did you hear Mr. Vreeland speak of selling his farm,

541 and if so, what price did he ask, and what reason did he give for selling?

(Objected to.)

A. I have heard him speak of selling it; in the forepart of the season of 1849, he asked six thousand dollars for it, and I have heard him speak of selling it since; he said he was not able to manage it himself, he was getting too old, and he had not any one that he could depend on, that's the words he said.

542 Q. Did he speak of John Henry in connection with the farm?

A. I don't know as he mentioned his name.

Q. Since Mr. Brickell has come there, has he made any improvement in the place by building or otherwise?

(Objected to.)

543 A. I should think he had considerable; he has built a very good house on it for one thing; I have not been on the land to know whether or not it is in a better state of cultivation than it was; I should think such a house, to speak within bounds, would cost fifteen hundred dollars; perhaps more; I heard him speak of selling his farm both before and after his second marriage.

Q. From your observation, what proportion of the time from 1849 to 1854, when John left, was he engaged on the farm of Mr. Vreeland, other than the farm he worked on shares?

544 A. He might have been at work on the farm unbeknown to me; shortly after I went there, in the spring of 1849, Mr. Vreeland was taken sick, and then Vanduyne was there, and waited on him till he got better; and I do not think he worked on the farm but special little after that season; he was in ill health like, and was constable; in 1850, I did not live there; in 1852 or '53, I went back again where I had lived before, and then George Pharo had the farm, and Vreeland had nothing to do with it; a man by the name of Prior had it one year; he had it after Pharo; after Mr. Prior's time was out, I guess Mr. Brickell came.

Q. Do you know who did the milking for Mr. Vreeland after his second marriage, when he and his wife were away?

A. My boy done it part of the time; I do not remember seeing any one else milk there, but they might.

Witness being *cross-examined* by counsel of complainant, further saith: I think Mr. Vreeland's farm is worth six thousand dollars; the farm, without the house, I should think was worth no more than six thousand dollars, at a fair price; in that, I do not include Mr. Vreeland's land at the Wahow; I do not know what that is worth, nor the quantity; I do not know whether Mr. Vreeland's price of six thousand dollars included this land at the Wahow or not. 545

Q. Have you examined the house built by Mr. Brickell on the Vreeland farm, and made an estimate of its cost by actual examination of the building? 546

A. No; all I judge from is, from the appearance of the building, and I have been in some parts of it; I think Mr. Prior had Mr. Vreeland's farm the season before Mr. Brickell moved on to it in the fall or winter; but I might be mistaken about that; and Mr. Pharo worked it on shares the season before Prior worked; I have known Mr. Vreeland for twenty-five or thirty years before 1849, but I did not live in that neighborhood; I had no acquaintance with John Henry before 1849, when I moved there.

Q. During the five years which elapsed from the spring of 1849 to the spring of 1854, are you able to tell us, with any degree of certainty, as to how much of the working time of that five years John Henry spent in the service of Mr. Vreeland? 547

A. No, sir, I can't tell; I lived right across the way from Mr. Vreeland's when my boy did the milking; my boy did milking the first season I lived there—the same fall and winter after Mr. Vreeland was married the second time; he never milked any for him till after he was married the second time. 548

To questions by counsel of defendants:

Mr. Vreeland was sick twice in one season; I do not know how far the two fits of sickness were apart, but I should not think over two months; he has had fits of sickness since then.

WILLIAM DE HART.

Sworn and subscribed before me, the }
2d day of October, A. D. 1857, }

V. DALRIMPLE,

Master, &c., in Chancery of New Jersey.

549 *Caleb W. Edwards*, of the township of Hanover, in the said county of Morris, a witness produced and sworn on the part of said complainant, deposes and saith: The most of people call me Ward Edwards, leaving off the Caleb; I am somewhat acquainted with John J. Van Houten; I remember that John H. V. Vanduyne was building a house near Mr. Van Houten's; I was at Mr. Van Houten's house with John Henry the fall he was preparing to build; I could not say whether I was there more than once with Mr. Vanduyne that fall or not; I mean before he built the house.

550 Q. Did you ever hear John Henry say, in Mr. Van Houten's presence, that he was going to try and get pay for his work which he had done for Mr. Vreeland, or anything like it?

A. I did not, to the best of my recollection.

Q. Or did you ever hear Mr. John J. Van Houten say to John Henry that he, Mr. Van Houten, would hate to give a good dollar for a poor one, or anything like that?

A. I do not recollect ever hearing him say so.

551 Q. Did you ever hear any conversation between John Henry and John J. Van Houten about John H. Vreeland?

A. I don't think I have.

Q. When you were at Mr. Van Houten's house, when John was fixing to build near Mr. Van Houten's, did you make any remark to John Henry, on leaving Mr. Van Houten's about any peculiarity you noticed about Mr. Van Houten?

(Objected to.)

552 A. I believe I remarked he was rather a singular man—that he did not seem to have much to say; that is about all I recollect.

Q. Do you know Cornelius Bush?

A. Yes, sir, I know him; I have known him either twenty or twenty-one years; he lives within about a mile and a half from me; I have lived twenty or twenty-one years a neighbor to him, but can't say whether he has lived in the house where he now does all the time.

Q. Are you acquainted with his general reputation for truth and veracity in the neighborhood where he lives?

A. Well, I suppose I am ; I have never heard it questioned, that I know of, by anybody. 553

Q. From what you know of the man, would he, in your opinion, be believed when under oath by a jury of his neighbors ?

A. I think he would, sir ; I would believe his statements made under oath.

Witness being *cross-examined* by counsel of defendants, further saith : I am a brother-in-law of John H. V. Vanduyne ; I do not think that I ever really advised him to bring this suit ; I have talked with him on the subject.

Q. Did you ever hear John Henry complain of Bush making trouble between him and Mr. Vreeland ? 554

A. I do not recollect that I have.

Re-examination : I am somewhat acquainted with the farm Mr. Vreeland lives on.

CALEB W. EDWARDS.

Sworn and subscribed before me, the }
2d day of October, A. D. 1857, }

V. DALRIMPLE,

Master, &c., in Chancery of New Jersey.

Examination adjourned till Monday morning, October 5th, 1857, at same place.

MONDAY MORNING, October 5th, 1857.

Parties met pursuant to adjournment, whereupon defendants called as a witness on their behalf— 555

James J. Prior, of the township of Caldwell, in the county of Essex, who being duly sworn, on his oath deposeth and saith : I live, I suppose, a mile and a half from John H. Vreeland ; I used to live next door neighbor to him, from 1852 to 1856, I think ; I am a farmer by practice, but a mechanic by profession ; I do a little of both ; I farmed Mr. Vreeland's place on shares one year ; I guess it was from 1853 to 1854 ; can't be positive as to dates ; he applied to me to take it.

556 Q. What reason did he give for putting out his farm on shares ?

(Objected to.)

A. Well, he said he was old, and could not work it alone himself.

Q. Did you say anything to him about John's working for him ; if so, what, and what did he reply ?

(Objected to.)

A. When he asked me about it, I said, there is John Henry ; he said, I think, that John had had his farm at
557 two different times, and one time, in particular, he had to see to it and gather the crop himself.

Q. Do you know of Mr. Vreeland ever offering to sell his farm, and if so, for what price did he offer it ?

(Objected to.)

A. Yes ; he offered it to me for six thousand ; that was the time, I think, when I was at work there on shares ; his offer to sell included the woodland with the farm ; previous to my working his farm on shares, I harvested his grain for
558 him ; it was the year previous ; Elijah Vanduyne helped me, and my own son ; I do not know as anybody else did ; I gathered it and thrashed it for the ninth bushel.

Q. During the time you lived neighbor to Mr. Vreeland, did John work for him steadily, or only occasionally ?

A. John was there occasionally, I know ; he worked there only occasionally.

Q. Do you know on what terms John and Cornelius Bush were as to friendship while he lived there ?

(Objected to.)

A. I should think on not very good terms.

559 Q. What, in your opinion, was the value of Mr. Vreeland's farm at the time Brickell came there ?

A. I should say six thousand dollars.

Q. What reason, if any, did Mr. Vreeland assign for wanting to sell his farm ?

(Objected to.)

A. Well, he was old, and could not work it very well himself.

Q. Was he, in your opinion, in need of some one to relieve him of the burden of cultivating his farm ?

(Objected to.)

A. Yes.

Witness being *cross-examined* by counsel of complain- 560
ant, further saith :

Q. Why do you think he needed some one to relieve him of the burden of cultivating his farm ?

A. Because he was old and infirm, and not able to work at his time of life.

Q. What ailed him that rendered him unable to take care of his farm ?

A. He had several attacks of the colic, and was subject to it ; I have several times brought stuff up from the druggist's in the city ; he used to get it nights, and I do not know how long it lasted ; I have been called up to him several nights ; there was nothing else that would prevent his taking care of the farm except these attacks, and his age and infirmities ; his infirmities proceeded from his age ; if he was my father I would not want him to work ; a man at his time of life worth six thousand dollars ; I only had the tillable land the year I had the farm on shares, twenty-five or thirty acres I should think ; Mr. Vreeland hired the grass cut himself ; I don't know whether John Henry worked around there any that summer or not for the old man ; I do recollect he mowed some for him ; the meadows were a long way from the land I worked ; I guess I did not work the farm the summer preceding the fall when Mr. Brickell moved there ; John Henry was not present when Mr. Vreeland told me why he wanted to rent and sell the farm ; the reason I did not work the farm the second year was I had a farm of my own, and had a threshing machine, and got sick in the fall, and Mr. Vreeland hired a man and went at it himself. 561

Q. Did you and Mr. Vreeland get into any difficulty ? 562
(Objected to.)

A. I got sick and could not attend to it very well, and he wanted to sow and he complained ; that is about all the difficulty we had.

Q. Did not you say at or about that time that you could not depend on anything Mr. Vreeland said, and that you would not give two shillings for his word for anything ?

(Objected to.)

A. Oh, yes ; it's very likely I said so ; it was on account of a misunderstanding ; he wanted to sow and to take pos-

564 session of the ground right away, and I was sick and could not do it.

Q. Why did you say you could not depend on his word?
(Objected to.)

A. Because of this misunderstanding betwixt us.

Questions by counsel of defendants :

Q. Did John say to you at any time you would have trouble with Mr. Vreeland, and, if so, state all he said?

A. He might, but I can't recollect now.

Q. Did he say anything to you as how Mr. Vreeland would have his business done?

565 (Objected to, as leading.)

A. I don't recollect; while I lived near him, and before Mr. Brickell came there, Mr. Vreeland had an attack of fever; I think it was the year before Mr. Brickell came there; I am not sure as to time; he was quite sick.

JAMES J. PRIOR.

Sworn and subscribed before }
me, October 5th, 1857, }

V. DALRIMPLE,

Master in Chancery, &c., of New Jersey.

Henry J. Miller, a witness produced on the part of complainant, being duly sworn, on his oath deposeth and saith :

Q. Do you know Cornelius Bush?

566 A. Yes, sir; I have known him twenty or a little rising twenty years; I think it is near twenty years since I have lived in the neighborhood with him; I think it is three-quarters of a mile to his house round the road.

Q. Are you acquainted with Mr. Bush's general character in that neighborhood for truth and veracity?

A. I have heard him spoken of very frequently; I think I am acquainted with his reputation for truth and veracity.

Q. Is that reputation good or bad?

A. I never have heard anything said against him that I know of, with respect to his character for truth and veracity?

Q. From what you know of his general character for truth and veracity, would you believe him when he was under oath as a witness? 566

A. I would.

Q. From your knowledge of his general reputation for truth and veracity, would he or not be believed when under oath, by a jury of his neighbors?

A. I believe he would.

Witness being *cross-examined*, further saith: I heard Aaron Vanderhoof, not long since, speak of Bush's character for truth; I heard Thomas H. Riker speak of his character for truth, and Benjamin Crane; I cannot call to mind any more now at present; Aaron Vanderhoof was at my house when he spoke of it; I have heard him speak of it several times; the last time was only two days since; the reason he spoke of it at my house, two days since, was because it had been questioned here; my family spoke to him about it; I did not; I did not meddle with the conversation; I did not avoid having anything to do with the conversation designedly; Vanderhoof was at my house on Saturday last; Aaron Vanderhoof lives in Fairfield, where Cornelius Bush was raised; he is about forty or forty-five years old; I can't tell his age exactly; Fairfield is two and a half miles from where Bush now lives; Vanderhoof's brother married Bush's sister; some years ago I heard Benjamin Crane talk of Bush's character for truth; there was some trouble between Bush and Martin Young; there was a prosecution; Judge Crane had nothing to do with the suit; he was talking about the suit; I do not recollect Crane's exact language, but he said he believed Young was to blame, for he believed Bush told the truth; that he would believe him; I heard Thomas H. Riker speak of it a year or two ago; I do not recollect the circumstance that brought it up; he said he would believe Bush quicker than somebody else they were talking about; that he believed he was correct. 567 569

HENRY J. MILLER.

(This witness having been once examined in this cause,

570 his further examination was objected to, by counsel of defendants, without an order of the Court.)

Sworn and subscribed before me, }
the 5th October, A. D. 1857, }

V. DALRIMPLE,

Master in Chancery, &c., of New Jersey.

(A true copy.)

W. M. BABBITT,
Clerk.

571

EXAMINATION OF WITNESSES in a cause depending in the Court of Chancery of New Jersey, between John H. V. Vanduyne, complainant, and John H. Vreeland and others, defendants, taken in the presence of the solicitors of the parties before Vancleve Dalrimple, a Master and Examiner in Chancery of New Jersey, at Morristown, in said State, on the 27th day of October, A. D. 1857.

572

Jacob O. Tuttle, of the township of Hanover, in the county of Morris, a witness produced and sworn on the part of said defendants, on his oath deposeth and saith: I live in Hanover township, in Hanover Neck; I should presume a mile and a half or two miles from John H. Vreeland's; I have lived there all my lifetime; about thirty-eight years; about two years I lived a mile further away than I do now; I know John H. V. Vanduyne; I think he was a constable in Pequannock township, in 1849 or 1850.

573

Q. Did you at that time have any conversation with him about living with Mr. Vreeland, and if so, state what he said?

A. At the time he was constable I did not pay my tax, and he was over by my place, and he asked me if I had it; he was collecting taxes; I did not pay him at that time, and then we got to speaking about my father's property, and I was telling him what I got, and he went on to state what property that he had given to him by Mr. Vreeland's wife; he said it was a piece of land on the mountain or under the mountain; it strikes me it was under the moun-

tain; he said if he did not get anything more from Mr. Vreeland, he had that much from his estate; he went on to say that he had cut some trees and peeled them. 574

Q. What did he say, if anything, about being satisfied with what he had got?

A. I don't know that he said so; he might have said so; he did not state the value of what he had received.

To question by counsel of complainant: I presume it was Mr. Vreeland's first wife he referred to, as I presume Mr. Vreeland had not married the second time; I do not know when he married the second time.

Questions by counsel of defendants:

575

Q. Did he say anything in that conversation about expecting to receive more property from Mr. Vreeland at his death, or at any other time, or any further compensation, and if so, state what he said?

A. I don't know that he did at that time, though he might.

JACOB O. TUTTLE.

Sworn and subscribed before me, }
October 27th, 1857, }

V. DALRIMPLE,

Master, &c., in Chancery of New Jersey.

Henry Cole, a witness produced and sworn on the part of said complainant, on his oath deposeth and saith: I know a man by the name of Cornelius Bush; he lives at Pine Brook, a mile and a half from me; I have been acquainted with him since he was a boy; I have lived in his neighborhood for the last fifteen or twenty years; I believe I am acquainted with his general character for truth and veracity in that neighborhood; it is ordinarily good; so I conceived it to be; I believe he would be believed by a jury of his neighbors, when under oath; I have acted as a magistrate in my neighborhood for ten years. 576

Cross-examination: I know John Vanduyne working for other people; I know of one instance of his working for

577 himself; for Daniel R. Vanduyne; I know of his carting for the Boonton Company; I do not know of his working for Daniel R. Vanduyne to a very great amount; when he worked for Vanduyne was while he lived at Mr. Vreeland's.

HENRY COLE.

Sworn and subscribed before me, }
the 27th day of October, A. D. }
1857.

V. DALRIMPLE,
Master in Chancery of New Jersey.

(A true copy.)

W. M. BABBITT,
Clerk.

578

EXAMINATION OF WITNESSES taken in a cause depending in the Court of Chancery of New Jersey, wherein John H. V. Vanduyne is complainant, and John H. Vreeland and others are defendants, at the office of Vancleve Dalrimple, Master and Examiner in Chancery of New Jersey, on the fourth day of December, A. D. 1857, in the presence of Jacob Vanatta, Esq., solicitor of complainant, and Theodore Little, Esq., solicitor of defendants, before the said Vancleve Dalrimple, Master and Examiner as aforesaid, to wit:

579 *Christian Young*, of the township of Pequannock, a witness produced and sworn on the part of said defendants, deposeth and saith: I lived at Pine Brook formerly, next to John Henry Vanduyne's; I now live at Boonton, and have lived there for the last eighteen months; I was sixty-three years old this last November; I am the widow of Martin Young; I was not able to come when asked to come here formerly as a witness, when Mr. Brickell came after me, I was sick in bed; it was during this last Court here; there had been a previous time appointed for me to come here before that; I was not able to come then; I

lived at Pine Brook, between two hundred and three hundred yards from John H. Vreeland's, for twenty-seven or twenty-eight years; it seems to me John was seven or eight years old when I first went there to live; he was but a small boy, but large of his age; I recollect the time he was married; I could not exactly tell how long John lived at Vreeland's after he was married, but I should think something like three or four years; before John's marriage, I could not tell how old he was, but one Saturday his mother brought him back to Mr. Vreeland's, and came to our house, and stayed till Monday; I do not know how long he had been away; John did not stay with her at my house, she left him at Mr. Vreeland's; she told me when she came then to our house, that John had come home, and she had come to bring him back.

Q. After John was married and went to live in the house by himself, where did he get the support of himself and family?

(Objected to.)

A. He worked with Mr. Vreeland, on Mr. Vreeland's farm; I could not tell where he got his support.

Q. Do you know of any place from which he could get it, except Mr. Vreeland's?

(Objected to.)

A. Well, he had two cows he brought there, if I don't mistake, and I think he had some sheep, and I suppose he drew support from them for some; he got his cows and sheep from Mr. Vreeland; I could not tell whether he bought them, or they were given to him; I never heard him say he bought them; sometimes he pastured them on his lot, and sometimes on Mr. Vreeland's lots; he had a horse and wagon and a sleigh he got at Mr. Vreeland's, at the time he went to housekeeping; he took them from Mr. Vreeland's with him, and he took some furniture with him too.

Q. After John moved into his house, do you know of any differences or disagreement between him and Mr. Vreeland about the work, or anything else?

A. I used to milk right across the way, and I used to see Mr. Vreeland come and knock at John Henry's door, and want him to get up and go to the hay-field, that the hands

584 were gone to work ; I have heard this several times ; the old gentleman would call and say, " Come, John Henry, come," and the old gentleman would build the fire in the kitchen, and fill the teakettle, to get John off to the hay field.

Q. Did you ever hear John Henry say anything about the old gentleman letting him have part of his land to farm ?

A. Yes sir, I have heard him tell it, and John Henry too ; there was a piece of meadow by the bend of the river, as he always called it, and John Henry had the use of it
585 provided he would pay the taxes and make the fences ; part of this was tillable land, and part of it meadow ; the chestnut timber to fence this land was to be brought from Mr. Vreeland's land, at the Wahow, by John Henry ; his fences got poor, and John Henry refused to do it unless the old gentleman gave him a deed for the land.

Q. Did you ever hear him say anything about the old gentleman favoring Cornelius Bush more than he did him, and if so, state what he said ?

(Objected to.)

A. Well, he let Cornelius Bush have a piece of land to
586 work on shares, and John Henry said he thought Mr. Vreeland thought more of Bush than he did of him, that he had given him a good piece of ground, and given him his oxen to plough it with, and favored him a great deal more than he did him ; this conversation about Bush was five or six years ago ; John was in the habit of visiting our house frequently while we lived there ; in addition to what I spoke of, Mr. Vreeland and John's father gave him the place where he lived.

Q. From your observation of John some years after he
587 was married, and from that on till he left there, was he, in your opinion, an industrious man in attending to the farming, or not ?

A. That's a hard question for me to answer ; Mr. Vreeland used often to grumble that work did not go on as it should, and John Henry would think that he was not well enough to work.

Q. Was that complaint continued for a length of time—that he was unable to work ?

A. He gave up Mr. Vreeland's farm, and was constable

a couple of years, and then he did not work for Mr. Vreeland. 588

Witness being *cross-examined* by counsel of complainant, further saith : I don't know how John got the two cows ; he brought them from Mr. Vreeland's ; I often saw them on Mr. Vreeland's place before John got them ; I guess one of these cows was not given, by the father of John's wife, to her.

Q. What furniture did M. Vreeland or his wife give to John Henry ? 589

A. A bureau, a bed and bedding ; there were a good many notions, such as persons have given to them when they go away and keep house ; I have heard Mrs. Vreeland say half a dozen times they gave them the bed and bedding ; I have heard Mr. Vreeland say so too, and have heard Mrs. Vreeland say it at John Henry's ; and John Henry and his wife have told me that in their own house ; it was before Mr. Vreeland's first wife died that he told me this—a good while before ; Mr. Vreeland and his first wife did not like John Henry's wife much, and they would often come in John Henry's and scold about things lying about, and being wasted, and so on, and state what they had given to John Henry ; it was always said that his papa gave John Henry the wagon, and horse, and a watch, and the sleigh ; I have heard John Henry say it time and again ; Mr. Vreeland generally rose between four and five o'clock in the morning in summer ; in winter I did not see so much of him in the morning ; when I saw him at John's house, it was not before sunrise generally ; maybe the sun would be half an hour high, maybe not so much ; I could not say how often I saw him there at John's house before he was up ; if I had thought I would ever have been called on I might have kept count, but it was several times ; maybe as often as dozens of times, and maybe not so often ; our cow-yard was there through the summer ; I could not tell how often I saw Mr. Vreeland build the fire at John's house ; he built it out of doors in an out-kitchen ; I have seen him do it often ; the last time was as much as ten or twelve years ago ; sometimes the old man would knock two or three times ; then John Henry would get up and 590 591

592 go to the meadow, and go to his work, and the old man would do in the house what I suppose was John Henry's work; I have seen this more than one season—for five or six—so far as I know; one of John's children died while he lived there, I believe.

Q. While that child was lying a corpse in John's house, did not Mr. Vreeland come to John's house, and want him to go out into the field and cradle grain?

(Objected to.)

A. I have heard so, but have not seen it; I believe that
593 is so.

Q. Why do you believe so?

A. Because, at the time I heard folks talk about it; John had the meadow I have spoken of two or three years before Mr. Vreeland took it back again; I don't know whether he gave it up a year or two years before he moved away, or how long it was; John Henry said Mr. Vreeland asked him to fence the meadow, and pay the tax for it, and he would not do it unless he would give him a deed for it; this piece I have reference to is not the piece he worked on
594 shares; he worked the farm on shares; I understood at the time, from the talk in the neighborhood, that he had the farm on shares; I can't tell how many years he had the farm on shares; I don't know that John had the farm on shares more than one year; I do not know that he had it a whole year on shares; I know that John Henry worked it on shares, and he was sick, and his brother lived with him then; and I have been there and heard John Henry ask his wife, while he was sick, if he should give it up; I do not know how long John Henry was sick that summer;
595 he would go out to work in the forenoon, and come in to dinner, and in the afternoon say the old boy was in his place; and I don't know whether he was light-headed or not; and the same time he would ask his wife whether he should give up the place or not; I could not tell whether he was sick or not; but somehow Mr. Pryor took the place; I can't say whether he was hired or not, but I saw Mr. Pryor and his hands work the place the same season; I think that John had it on shares; I can't say whether Mr. Pryor was hired or had it on shares; Dr. Kitchell attended John that season in his sickness; Mr. Vreeland went

and fetched him ; I think the doctor came in the fall after 596
John gave up the place ; it runs in my mind so ; I don't
know what time John gave up the place ; I know Mr.
Pryor cut up corn.

Q. How do you know that John's father did anything
towards giving him the place John lived on ?

A. John's mother came to our house, and wanted Mr.
Young to go with her where the money was got to buy the
place, to take the notes up ; I did not think John was a
very lazy man ; I don't know as I thought John was al- 597
ways a poor hand to work ; Mr. Martin J. Young was my
second husband ; Albert B. Voorhees is my son by my first
husband.

Q. Can we depend on what Albert testifies to ?
(Objected to.)

A. I ain't going to judge anything about what he says
about it ; at first along my husband, Martin J. Young, was
not on friendly terms with Mr. Vreeland, but afterwards he
was ; he was often in Mr. Vreeland's house ; we have been
to meeting there, and to visit there often ; he visited there 598
within eighteen months or so after we were married ; there
was not fifteen years, or two years, or eighteen months af-
ter we were married, that Mr. Young did not speak to Mr.
Vreeland.

Q. For twenty years after you were married to Martin
J. Young, did he and Mr. Vreeland ever speak together,
except it was in a quarrel or dispute ?

A. I shan't answer it again ; I have answered it often
enough.

A. After your marriage to Mr. Young, for a period of
twenty years, did he not frequently tell you to have nothing 599
to say or do with John H. Vreeland or his wife ?

A. There is no truth in it ; we visited at Mr. Vree-
land's before John Henry was married ; I visited Mr. Vree-
land's ten times while his first wife was living, to where I
visited once afterwards ; I am no relation to Mr. Vreeland's
present wife—none at all ; she is no relation to my first
husband ; she was a mere stranger to me till she came to
Pine Brook.

Q. Am I to understand you, then, that your husband,

600 Martin J. Young, and John H. Vreeland were on friendly terms a great many years before your husband died?

A. Well, they were on friendly terms a while, and then they had a spat; and then on friendly terms, and then a spat and so on.

Q. What did these spats grow out of?

(Objected to.)

A. I ain't going to answer it—

(This answer was given after defendants' counsel advised witness that she was at liberty to answer this question or not.)

—I cannot tell how often these spats took place; I was not always with them to know.

601 Q. When you first went to live with Mr. Young as his wife, was there not a dispute between him and Mr. Vreeland about a road?

(Objected to.)

A, Yes, there was a dispute about a road before I came there; after I married Mr. Young there was a disturbance about the road once, and then they decided it, and were good friends.

Q. Did they dispute about anything but the road at any time?

(Objected to.)

602 A. I don't know whether they did or not; while John Henry lived at Pine Brook near us, he used to be at our house very often, and his wife almost every day; I don't know whether the furniture in John Henry's house was purchased with money given to John Henry's wife by her father; I don't know nothing about their going to Newark and buying the furniture they had in their house; I have never gone in their house and found fault that Mr. Vreeland ought to have given them more things; I do not speak to Cornelius Bush, and havn't for years.

Q. How many years?

Q. I can't recollect; more than ten.

Q. Did you not yourself at one time say to John Henry that Mr. Vreeland was showing more favors to Bush than to him, or giving Bush more than John Henry?

A. I don't recollect, but it might easy be I did.

To questions by counsel of defendants—

603

John's child I have spoken of died about ten o'clock in the evening; it had not been sick very long; John had been at work the day before the child died; I guess Mr. Vreeland knew the child was dead the night it died; Mrs. Vreeland was over there when it died; she went home that night, and I and Mrs. Vanduyne stayed there all night.

CHRISTINA YOUNG.

Sworn and subscribed before me, the }
4th day of December, 1857, }

V. DALRIMPLE,
Master, &c., in Chancery of New Jersey.

604 Witnesses sworn in the case are—

	Page
1. Hannah Dey.....	49
2. Ezekiel B. Gaines.....	57
3. Cornelius Bush.....	58
4. Catharine Miller.....	79
5. Henry Cole.....	82 155
6. Henry J. Miller.....	85 152
7. Thomas J. Gilliland.....	87
8. Jack Bonto.....	91
9. Complainant.....	97
10. Josiah Speer.....	101
11. Garret Miller.....	104
12. Benjamin Crane.....	105
13. Joseph King.....	108
14. A. B. Voorhees.....	111
15. Garret S. Demarest.....	116
605 16. Elias T. Maynard.....	123
17. Daniel Crane.....	126
18. Jacob Vanatta.....	128

Defendants :

1. Corns. Low.....	129
2. Stephen Vanduyne.....	132
3. John J. Vanhouten.....	136
4. Elijah Vanduyne.....	138
5. Henry Speer.....	142
6. Jas. H. Young.....	144
7. William de Hart.....	145

Complainant :

8. Caleb W. Edwards.....	148
9. Jas. J. Pryor.....	149
10. Jacob O. Tuttle.....	154
11. Christina Young.....	156

(A true copy.)

W. M. BABBITT,
Clerk.

 JOHN H. V. VANDUYNE,

v.

 JOHN H. VREELAND and others.

JACOB VANATTA & W. WHELPLEY, for Complainant.
 T. LITTELL & ASA WHITEHEAD, for Defendants.

WILLIAMSON, Chancellor.—The bill alleges that the complainant was thirty-three years of age on the 22d day of March, 1855, and that his mother was the sister of the wife of John H. Vreeland, one of the defendants. That the said John H. Vreeland and his wife have no children; that they, as soon as the complainant was born, requested his father and mother to let them, the said John H. Vreeland and wife, take the complainant, and permit them to adopt and keep him as their son; and, as an inducement for them to do so, they promised his parents to treat the complainant as their own son, and that all property they had should be given to the complainant, so that it should belong to him at the death of said Vreeland and his wife. 607

That after much persuasion, and in addition to the promise aforesaid, promising the complainant's parents that he should be cared and provided for by them as their own should have been cared and provided for, the parents of the complainant permitted said Vreeland and wife to adopt the complainant as their own son; and, accordingly, when the complainant was only eight weeks old, said Vreeland and his wife took the complainant to church, and had him baptized with the name of said Vreeland; and when the complainant was about one year old, they took him to their own house; and from that time until he was about twenty years of age, and until after his marriage, he was known and was called by the name of John H. Vreeland. 608

That the complainant was married on the 10th of April, 1841; and that he continued to live with and work for said Vreeland, and as his son, from the time he first went to live with him until about a year after he was married. That he, about a year after he was married, commenced

609 house-keeping adjoining the farm of said Vreeland ; but he continued to work for him on his farm all the time until he was about twenty-five years of age ; and after that he continued to work for said Vreeland until the spring of the year 1854, since which time he has not worked for said Vreeland, nor been requested to do so. That while complainant lived with Vreeland and wife, he called them "father" and "mother," and supposed they were his father and mother, and did not know to the contrary until he was ten or twelve years of age.

610 That when the complainant was about eight years of age, the said Vreeland was in ill health, and was about to make his will ; but before doing so, he sent for complainant's father ; that he inquired of his father whether he intended to allow the complainant to remain with him as his son, stating that he was about making his will, and if the complainant was permitted to remain with him as his son, he intended to devise and bequeath to him all his property. That the complainant's father, then, in answer to said Vreeland, replied, in substance and effect, that if he (Vreeland) intended and would do for the said complainant as he had promised, he (the complainant's father) did not intend to take the complainant away, and never had ; and, thereupon, the said Vreeland told the complainant's father that he did intend to do for the complainant as he promised when he first took him.

612 That complainant is informed and believes, that near the time of the said interview the said Vreeland did make and execute, in due form of law, a will by which he devised and bequeathed to the complainant all of his property, providing for his wife ; but after her death, with remainder to complainant. That when the complainant was about sixteen years of age, his father asked said Vreeland whether the complainant had not better learn a trade, to which said Vreeland replied that there was no use in the complainant's doing so—that he could not spare the complainant, nor put any one in his place for two hundred dollars a-year, who would do as well at his work and business ; and that he, said Vreeland, would see that the complainant had enough, and was better provided for than if he had learned a trade. That the father of the complainant, relying

upon the agreement with Vreeland, shortly before his death, 613
 made his will, bearing date October 3d, 1842, by which he
 gave his wife his property during her life or widowhood,
 and divided the remainder thereof among all his children,
 excepting the complainant, to whom nothing was given ;
 that the value of his father's estate was about \$7,000 ; that
 complainant had six brothers and one sister, and the only
 reason why a share of the property was not given to com-
 plainant was in consequence of the repeated promises and
 assurances aforesaid of said Vreeland ; and that he stated
 this as his reason to the scrivener who drew his will. That 614
 the complainant's father died in October, 1842, without re-
 voking or altering his said will.

That the said Vreeland not only gave to the complain-
 ant's father the promises and assurances aforesaid, but he
 did also frequently make like promises and assurances to
 the complainant himself, from the time he was sixteen
 years of age until the year 1854 ; and the complainant be-
 lieved in, and relied upon, those promises and assurances,
 and, in consideration thereof, lived with, and worked for
 the said Vreeland, and endeavored, to the best of his power 615
 and ability, faithfully and devotedly to serve him, and to
 deport himself, in all respects, as a dutiful son should to-
 wards his father ; and until after the second marriage of
 the said Vreeland the service and conduct of the complain-
 ant towards said Vreeland was satisfactory to him, and he
 frequently expressed his approbation of the conduct of the
 complainant.

That between the years 1823 and 1843, said Vreeland
 made two different wills, by both of which, after making
 provision for the support of his wife during her lifetime, 616
 he bequeathed nearly all the remainder of his property to
 the complainant.

That on or about the 4th of January, 1843, the said Vree-
 land made and executéd another will, by which he gave
 legacies to two persons amounting to fifty-one dollars ; be-
 queathed some personal property to the complainant, the
 residue to his then wife, and gave to the complainant all
 his lands and real estate after the death of his said wife,
 subject only to the payment of nine dollars annually to the
 Dutch church, subject to certain conditions, upon the hap-

617 pening of which the said annuity should cease; that in the said last will the said Vreeland calls the complainant "my adopted son John Henry V. Vanduyne," and "my beloved adopted son John Henry V. Vanduyne, the son of Nicholas M. Vanduyne."

That subsequently, but before the death of his wife Rachael, the said Vreeland made another will, by which he made some changes from his other wills to different legatees, but no change as regards the complainant; that shortly after the death of his said wife Rachael, the said
618 Vreeland made another will, by which he devised and bequeathed to the complainant all his real and personal estate, excepting some small bequests to others, not amounting in the aggregate to over one hundred dollars, and which said last will is still in possession of said Vreeland.

That in the month of September, 1849, the said Vreeland intermarried with one Maria Ackerson, a widow, and shortly after said marriage said Vreeland made another will, by which, as said Vreeland informed the complainant, after providing for the payment to his said wife of a certain sum
619 yearly during her natural life or widowhood for her support, he gave to the complainant the residue of his property, excepting one or two small unimportant legacies.

That about a year after his second marriage, the said Vreeland made another will, by which he gave nothing whatever to the complainant; and that about the spring of the year 1854, said Vreeland made another will, by which he left none of his property to the complainant; that since the year 1853 said Vreeland made several other wills besides those particularly mentioned, in all of which wills,
620 which were made prior to his second marriage, he devised and bequeathed to the complainant the principal part of his property.

That the complainant lived on the most intimate and friendly terms with said Vreeland up to the time of Vreeland's second marriage; that said Vreeland received the exclusive services of the complainant from the time he was able to work until he was twenty-five years old, and continued to work for him and do his business until he was thirty-three years old; that the complainant never went to school, but was all his time employed in working on the

farm of said Vreeland, performing the duties and work of a common laborer, and never received any pecuniary compensation for his services. 621

That in a few months after the second marriage of said Vreeland, his manner towards the complainant became changed, and he did not exhibit the same kindness of feelings or confidence towards the complainant as theretofore; that this change of conduct was owing entirely to a hostile feeling which his second wife, soon after her entrance in the family, entertained towards the complainant; that notwithstanding this change of feeling towards the complainant, he remained with said Vreeland up to 1854, when he left him; that there never was any open rupture between said Vreeland and complainant, and complainant continued to hold out that it was his intention to leave the complainant all his property; that said Vreeland is now about sixty-seven years of age, and much broken down in mind and body. 622

That the present wife of said Vreeland had by her first husband three children, two sons and a daughter; that the said daughter intermarried with and is now the wife of John T. Brickell, one of the defendants; that from the year 1849, said Brickell and wife were frequent visitors of said Vreeland's family, and were informed by said Vreeland, and well understood the relationship existing between said Vreeland and the complainant, and the agreement on the part of Vreeland to give complainant all his property. 623

That on or about the 8th of November, 1845, for the fraudulent purpose of depriving the complainant of the benefit of the said agreement with the said Vreeland, the said Vreeland and wife executed and delivered to the said Brickell and wife, a deed by which said Vreeland and wife conveyed all said Vreeland's real estate to said Brickell and wife, to their heirs and assigns forever. 624

That said Vreeland owned the said real estate long before the complainant went to live with him; that he has acquired no property since; that the said real estate so conveyed is worth at least \$8,500.

That the consideration mentioned in the said deed is \$6,000; that no part of the said consideration has been paid, nor in any way secured to be paid; but that it is the

625 understanding between the parties to the said deed, that the consideration expressed in said deed should not, or any part thereof, be required to be paid; that at the time of the delivery of the deed, the said Brickell executed and delivered to said Vreeland a lease of said real estate described in said deeds, for the natural life of said Vreeland and wife and the survivor, for a small nominal rent, and that such lease was the only consideration given, or agreed to be given for the real estate so conveyed; that after said conveyance Brickell and wife moved on the farm, and gave
 626 out that they are working it on shares; that at the time of said conveyance Vreeland had but little personal property, except what was about the farm, one half of which he sold to said Brickell; that in 1855, when the assessor called upon the said Vreeland to assess him for taxes, he told the assessor that all the property he had was \$600, and for that amount only he was assessed; that he further told him he had received nothing, and was to receive nothing for his farm.

The bill charges that the conveyance was made by Vreeland and wife, and was accepted by Brickell and wife for the purpose of defrauding complainant, and of depriving him of the benefit of the agreement made on his behalf with the said Vreeland; that said Vreeland declares he will not fulfil said agreement; that he has disposed of his property for the purpose of placing it out of his power to do so. It concludes with the following prayer: That the said Brickell and wife may be decreed to be trustees to hold the lands during the lives of Vreeland and wife for their use and benefit, and upon the death of the survivor to convey the
 628 same, in fee simple, to the complainant, or that the said deed to Brickell and wife, as against the complainant, may be decreed fraudulent, and that they may be required to re-convey the said lands to the said Vreeland, and the said Vreeland be decreed to dispose of said lands, when thus re-conveyed, in such manner that said lands will, at the death of said Vreeland, go to, vest in, and belong to the complainant, in fee simple; or if the Court shall be of opinion that the complainant is not entitled to either of the reliefs aforesaid, that in that case the damages which the complainant has sustained, by reason of said Vreeland refusing

to perform his part of said agreement, may be ascertained 629
and determined in such manner as this Court may direct,
and that the damages, when ascertained, may be decreed
to be a lien upon the said lands, &c., &c.

To this bill the defendants have demurred. All the facts
are admitted by the demurrer, and must be taken as true.
The agreement upon which the bill is founded was in parol,
but its performance, or part performance, is set up to avoid
the statute. Although the demurrer admits the facts of the
bill, the agreement being in parol, the complainant is enti-
tled to the benefit of the statute, unless the part perform- 630
ance, which is set up to avoid its operation, is of a charac-
ter to have that legal effect. The demurrer admits the
parol agreement, and insists that it is not such a parol
agreement as will take the case out of the operation, of the
Statute of Frauds, and deprive the defendants of the benefit
of it as a defence. If that were the whole case, the demur-
rer would be sustained. A defendant may answer and ad-
mit the parol agreement; but if, at the same time, he insists
on the protection of the statute, no decree can be made
merely on the ground of the admission of the agreement. 631
A demurrer is in effect the same as an answer, which ad-
mits the parol agreement, but it claims the benefit of the
statute. It admits the agreement, but denies the right of
the complainant to enforce it. But, if the bill alleges such
a part performance as will take the agreement out of the
statute, the demurrer is such an admission of the part per-
formance as will exclude the defendants from the benefit
of the statute. The bill must state the facts which are re-
lied upon as part performance: when the facts are admitted
by the demurrer, the Court must determine whether the 632
facts relied upon do constitute part performance.

In this case, if the agreement, which is the ground of the
bill, is of such a character as could be enforced by either
party if it were in writing, then, I think, there can be no
doubt but there has been such a part performance in this
case, by the complainant, as will take the agreement out
of the operation of the statute. The bill alleges that the
agreement has been fully performed by the father of the
complainant, one of the parties by whom it was made, and
by the complainant upon whom it imposed certain duties,

633 and obligations. The facts stated show that they have performed their part of the agreement as fully as such an agreement could be performed. There is nothing more for them to do. The complainant cannot be denied his redress by the interposition of the statute.

It is objected that this agreement cannot be enforced by the complainant because he was no party to it. But he was the party for whose benefit the agreement was made. All the advantages of the agreement were to accrue to him. The consideration was but partially paid by his father.

634 The most valuable portion of it, and the most beneficial to the defendant Vreeland, has been rendered by the complainant himself. The party for whose benefit the agreement is to be performed, and especially if any valuable portion of the consideration has been rendered by him, has the legal right to enforce it. It is of no consequence that the promise to fulfil it was not made distinctly to the person who was entitled to the remuneration, but to some one else who had authority to make it on his behalf. (*Oddham v. Litchford*, 2 Vern., 506. *Devenish v. Baines*, *Price in Ch. Case*, 3.)

635 I think this suit is rightly brought by the complainant.

Is the complainant entitled to any relief upon the case made by the bill? The case is a very peculiar one, and has its difficulties. The complainant has been greatly wronged. He has devoted the prime of his life to the service of the defendant Vreeland. He served him twenty-five years, upon the faith of an agreement, made at the solicitation of the defendant, with the complainant's father; that for such service the complainant should be provided for, at the defendant's death as his own son. He was deprived of a participation in his father's property, upon the assurances of the defendant, made to that father, that he need make no provision for his son, because the defendant, in fulfillment of his agreement, would stand towards him in the place of his parents, and as he had stipulated, would provide for him by will. He received the complainant into his family upon the terms of the agreement, and the services of the complainant were rendered and were accepted, upon the expectation of their being carried out in good faith. The defendant has repeatedly acknowledged his obligation to

fulfil the agreement by making different wills, from time 637
 to time, in accordance with its provisions and the under-
 standing of the parties. He has verbally renewed the
 agreement, frequently with the complainant, and induced
 him to continue his services, assuring him that the fulfil-
 ment of the agreement by him should be a reward to the
 complainant for his fidelity. For twenty-five years the de-
 fendant accepted the services of the complainant, upon
 the understanding that the agreement was the basis of the
 relationship existing between them. Now, the defendant
 has fraudulently put out of his hands, and for the sole pur- 638
 pose of defrauding the complainant, all of his property,
 out of which he was to make the provision which he had
 stipulated to make by the agreement.

Why should not the complainant have redress? It is
 said the character of the agreement is such, that the
 Court ought not to entertain a bill upon it. There is no
 consideration of public policy which should forbid the
 Court countenancing such an agreement. Considering
 the situation of the parties, and their circumstances in life, 639
 it was beneficial to all parties, and cannot be considered as
 injudicious or unreasonable. The father made a beneficial
 arrangement for his offspring, and Vreeland's affections
 were satisfied by the adoption of a son. The agreement is
 alleged to have been unreasonable, because it deprived
 Vreeland of the free disposal of his property. But this is
 not so. It provided him with a son, and only obligated
 him in the disposal of his property, to make such provision
 for the child of his adoption as might reasonably be ex-
 pected from parental obligation and affection. There was
 nothing unnatural, situated as he was, in his assuming such 640
 an obligation, and of his making the complainant the object
 of his affections. It did not deprive the defendant of dis-
 posing of his property as he might see fit, for his own com-
 fort and benefit. The complaint is not now made that he
 has so disposed of his property, but that he has disposed of
 it by putting it out of his hands, for the sole purpose of de-
 frauding the complainant, and of depriving him of the
 benefit of the agreement. It is said that the agreement is
 not mutual, because Vreeland could not enforce it. But it
 is too late for a party who has accepted the performance of

641 an agreement from the other party, and has induced him to perform his part of it, to raise the objection that he is not bound by the agreement, because he could not enforce that performance if it had been refused. It is further said that the Court ought not to entertain a bill upon such an agreement, because of the embarrassment that exists in the complainant enforcing its specific performance. But the Court must dispose of this objection according to the embarrassments existing at the time its jurisdiction is invoked. If at such time the execution of the agree-
 642 ment is so surrounded by difficulties that they cannot be surmounted without the Court doing real injustice to one of the parties, and without making its execution burthensome and oppressive, the Court, in view of such consequences, may properly refuse to interfere.

It appears to me that no difficulty exists in this case to the Court's affording to the complainant adequate relief, without doing the least injury to any of the defendants. The pleadings admit that Vreeland and his wife have conveyed the property to Brickell and his wife, for a nominal consideration ; that the conveyance was made and accepted
 643 for the fraudulent purpose of defeating the agreement, and that for a nominal consideration, Brickell and his wife have given to Vreeland and his wife a lease of the property duringt heir lives. A decree of this Court, declaring Brickell and wife trustees, to hold the property during the lives of Vreeland and wife, for their benefit, and after the death of the one that survives, to convey the property to the complainant, will injure no one, and will secure to the complainant the benefit of the agreement. It will work no
 644 injury to Brickell and wife. They paid nothing for the property, and cannot complain that they are deprived only of the opportunity of reaping the fruits of their fraud. It can do no injury to Vreeland and wife, for it secures to them all the interest they have in the property, its enjoyment during their lives. But it is not necessary for me to decide now to what specific degree the complainant is entitled. It is enough for me to be able to see that a decree can be made without serious detriment to any of the parties. Further consideration may suggest a better and more appropriate remedy.

The demurrer must be overruled with costs.

Between	}	Decree.
JOHN H. V. VANDUYNE,		
Complainant,		
<i>and</i>		
JOHN H. VREELAND, JOHN T. BRICKELL	}	
and ELIZABETH his Wife,		
Defendants.		

This cause came on for final hearing at the last May Term of this Court, before the Honorable Benjamin Williamson, Chancellor of the State of New Jersey, in the presence of Jacob Vannatta and Edward W. Whelpley, of counsel, with the complainant, and of Theodore Little and Asa Whitehead, of counsel, with the defendants, upon the bill, answer and proofs in the cause. And the said bill, answer and proofs having been read, and the arguments of the said counsel on both sides having been heard and considered, and it appearing to the Court that the agreement mentioned and set forth in the bill, as made between the defendant John H. Vreeland and Rachel, his former wife, of the one part, and the father and mother of the complainant, of the other part, by which the parents of the complainant, at the request of the defendant John H. Vreeland and Rachel, his former wife, when the complainant was an infant under the age of one year, consented and agreed that the defendant John H. Vreeland and Rachel, his wife, might have, and take, and adopt and keep the complainant, as their own son, for and in consideration that the defendant John H. Vreeland and Rachel, his then wife, promised and agreed to treat the complainant as their own son, and that all the property that they had should be given to the complainant, so that it should belong to him at the death of the said John H. Vreeland and Rachel, his then wife, is satisfactorily proved, as alleged in the bill. And it further appearing, by the pleadings and proofs, that the parents of the said complainant performed their part of said agreement; that the defendant John H. Vreeland and Rachel, his former wife, now deceased, did adopt and take, and have the cus-

648 tody and control of the complainant, pursuant to said agreement, and that the said John H. Vreeland has, in other respects, partly performedt he said agreement ; and it also appearing that the complainant adopted the said agreement, and that he has performed his part thereof. And it likewise appearing that the said John H. Vreeland has refused to perform that part of said agreement still remaining to be performed by him, and has voluntarily and fraudulently incapacitated himself from performing the same by voluntarily and fraudulently disposing of all his property

649 to defeat the performance of the said agreement, reserving an interest therein for his own use during his own life. And it further appearing that the deed of conveyance made by the defendant John H. Vreeland and Maria, his wife, to the defendant John T. Brickell and Elizabeth his wife, dated November the eighth, eighteen hundred and fifty-four, and recorded in the Morris county Record of Deeds, book fol. 5, pages 32 and 33, purporting to convey three several tracts of land which are mentioned and described in the bill of complaint and in the said deed, was

650 made and intended to defeat the said agreement, and is fraudulent against the rights of the complainant under and by virtue of the said agreement. And that the said John T. Brickell and Elizabeth his wife, are not *bona fide* purchasers of said lands described in said deed for a valuable consideration, without notice of the rights of the complainant, under and by virtue of the said agreement, and the Court being of opinion that the complainant is entitled to relief.

651 It is, therefore, on the thirty-first day of December, in the year of our Lord one thousand eight hundred and fifty-eight, ordered, adjudged and decreed, and this Court, in virtue of the power and authority therein vested, doth order, adjudge and decree that the said deed of conveyance made by the defendant John H. Vreeland and Maria his wife to the defendants John T. Brickell and Elizabeth his wife, dated November the eighth, eighteen hundred and fifty-four, was, at the making thereof, and still is, a fraud upon the said agreement, and, as against the said complainant, is void. And it is further ordered, adjudged and decreed that the said defendants John T. Brickell and Eliza-

beth his wife, do hold, and that they, and the survivor of 652
 them, and the heirs of the survivor of them, shall hold the
 lands described in said deed as trustees, subject to the said
 agreement so made as aforesaid with the parents of the
 complainant and with the complainant, and upon the fol-
 lowing terms, namely : To hold the same until the death of
 the said John H. Vreeland, when an account shall be taken
 of such permanent improvements as the said John T.
 Brickell has heretofore put upon the said lands, and of his,
 her and their costs, expenses and trouble in keeping, board-
 ing, maintaining and providing for the said John H. Vree- 653
 land and Maria his wife all necessaries they and each of
 them have stood or shall stand in need of, so that they shall
 have a good, decent and sufficient livelihood and support,
 suitable to their situation and condition, and for keeping
 and maintaining in a suitable manner the two colored ser-
 vants, Jack and Nelly, mentioned in the answer of the de-
 fendants, under and in accordance with the bond made and
 given by the said John T. Brickell and Elizabeth his wife
 to the said John H. Vreeland, dated November the eighth,
 eighteen hundred and fifty-four, and set forth in the said 654
 answer, until the death of the said John H. Vreeland, and
 that the said accountants be credited therewith.

And at the same time an account shall be taken of the
 rents, issues and profits of the said lands and premises from
 the time the said John T. Brickell took possession of the
 said lands until the death of the said John H. Vreeland,
 and that the said accountants be charged therewith. And
 for the better taking of the said account and discovery of
 the matters aforesaid, the said John T. Brickell and Eliza-
 beth his wife, and the survivor of them, and the heirs and 655
 survivor of them, are to produce before the said Master,
 upon oath, all agreements, books of account, memoranda,
 receipts, vouchers, bills, papers and writings in their
 or any of their possession, custody or power, relating to the
 matters of said account, and are to be examined upon the
 interrogatories on oath, as the said Master shall direct.

And it is further ordered, adjudged and decreed, that if,
 upon the taking of the said account, it shall appear by said
 account that there is nothing due to the said John T.
 Brickell and Elizabeth his wife, or the survivor of them,

656 or the heirs of the survivor of them, on the said account, or if there shall appear to be a balance upon said account in favor of the accountants or accountant thereupon, the payment of such balance by the complainant to him, her or them to whom it shall then appear to be due, the said John T. Brickell and Elizabeth his wife, or the survivor of them, or the heirs of the survivor of them, shall execute and deliver to the complainant a proper and sufficient conveyance in fee of the said lands and premises mentioned and described in the said deed, free and clear of all incumbrances placed upon the said lands, or on any part of them, by or through the said John T. Brickell and Elizabeth his wife, or either of them, or the survivor of them, or the heirs of the survivor of them or of either of them, but subject to the right of dower in said lands of Maria, the wife of the said John H. Vreeland, if she shall survive her said husband.

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And it is further ordered, adjudged and decreed, that a perpetual injunction be granted against the defendants, John T. Brickell and Elizabeth his wife, to restrain them and each of them, and that they and each of them be perpetually enjoined and restrained from in any way conveying or encumbering said lands, or any of them, except as aforesaid.

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And it is further ordered, adjudged and decreed that the said defendants do pay to the complainant his costs of this suit, to be taxed, and that the complainant have execution therefor against the said defendants, according to law and the practice of this Court.

And either of the parties is to be at liberty to apply to this Court as occasion may require.

B. WILLIAMSON, C,

(A true copy.)

W. M. BABBITT,

Clerk.

Exhibit A 1,

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On part of Complainant.

In the name of God, Amen : I, John H. Vreeland, of the township of Pequannock, in the county of Morris, and State of New Jersey, considering the uncertainty of life, but being at present of sound memory and understanding, through the blessing of an all-wise Providence, do make and publish this my last will and testament, in manner and form following—that is to say :

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First.—It is my will, and I do order my executors, hereinafter named, to pay my funeral expenses and all my just and lawful debts, as soon as the same can be conveniently performed after my decease ; which said funeral expenses and just debts, whatsoever they may be, shall be fully satisfied and discharged out of any or such sums of money as I may be in possession of at the time of my decease ; and in case that I shall not be possessed of a sufficient sum of ready money to pay my said funeral expenses as aforesaid, or my just debts, whatsoever the same may be, at the time of my decease, then I do request of my said executors, hereinafter named, to sell and dispose of so much of my personal estate, of which I shall be possessed at the time of my decease, in such manner as they, my said executors, shall be advised will best promote my interests ; but, nevertheless, that they, the said executors, shall, previous to such sale, as aforesaid, have so much of the said personal property of which I may be possessed at the time of my decease ; appraised by at least, and in the presence of, two freeholders of the said county of Morris, who are publicly known as men of good judgment and understanding, the value of the property to be sold or disposed of, as aforesaid ; and after such appraisal, that my executors shall proceed to advertise publicly, in at least six of the most public places in the said neighborhood, wheresoever I may reside at the time of my decease, so much of the said personal property so appraised as aforesaid, as shall be sufficient to defray my said funeral expenses and my just debts, whatsoever they may be,

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663 for cash, or for such good and approved security, as, according to my said executors' opinion, will best promote the interests of said estate.

Item.—I do give and bequeath, all my real estate, consisting of my homestead farm, and several out-lots, being all the real property I at this time am seized of, and which I inherited upon the decease of my father, and also from my intermarriage with Rachel Young, the daughter, and one of the heirs-at-law of James Young, deceased, late of
 664 the township of Pequannock, and county of Morris, and State of New Jersey, as aforesaid, to my beloved wife, Rachel, the daughter of the aforesaid James Young, deceased: to have and to hold the same, together with all the profits which may accrue therefrom during her said lifetime, to her sole and especial use, benefit and behoof, without let or hindrance from any person or persons whatsoever, as freely and fully as I would be, or have been capable of enjoying the said real estate, consisting of my homestead farm, and the several out-lots connected there-
 665 with; nevertheless, upon the express condition that the said Rachel Young shall continue and remain my widow, without intermarrying or cohabitation with any person or persons whatsoever; and that in case my said wife, as aforesaid, should, after my decease, think proper to intermarry, or cohabit with any person or persons, then, from that period, her enjoyment and possession of the said homestead and out-lots aforesaid shall cease; but in case she shall remain my widow, it is my will that she shall continue in the enjoyment of the said real estate during her
 666 said natural life.

Item.—I do give and bequeath unto my beloved wife, Rachel, the daughter of James Young, deceased, as aforesaid, all my personal property, of whatsoever kind it may consist at the time of my decease, including my family utensils, stock of cattle—whether of cows, working cattle, fattening cattle, young cattle, or any stock known as neat cattle, horses, hogs, sows, shoats, or pigs—poultry, of any and every kind—hay, grain, rails, wood that may be cut upon the premises, and any and every article of utility which

may be in any manner personally connected with the cul- 667
 tivation of the farm, or the produce thereof, which may in
 any manner be construed as personal property : and also,
 all the household furniture, which may be now, or at any
 period hereafter, or at the time of my decease, upon my
 said homestead farm, or upon any of the said out-lots
 thereof—consisting of beds and bedding, chairs, tables,
 looking-glasses, carpets, crockery, and any and every ar-
 ticle of household furniture, commonly known as such,
 or which can or may be construed according to the
 common meaning of household furniture, to the end 668
 that my said dearly beloved wife, Rachel, the daugh-
 ter of the said James Young, deceased, as aforesaid,
 shall possess all and singular my personal property in her
 own right at all times after my decease ; and shall
 have full power to use or to dispose of the same, as she may
 deem proper or necessary, without let or hindrance from
 any person or persons whatsoever ; and I do hereby author-
 ize my said executors hereinafter named, after having dis-
 charged all my just debts, heretofore named, to transfer all
 the rest, residue and remainder of my personal property, to 669
 my said dearly beloved wife, Rachel, the daughter of
 James Young, as aforesaid, in her own right, to be pos-
 sessed and disposed of by her, as she may think proper,
 without any restriction or reservation whatever, excepting
 the reservation to my adopted son, John Henry V. Van-
 duyne, of a pair, consisting of two horses, such as my be-
 loved wife, in her judgment, may select for his use, and
 that he, the said John Henry V. Vanduyne, shall be the
 owner of the said pair of two horses, so selected by my
 dearly beloved wife, Rachel, the daughter of James Young, 670
 deceased, as aforesaid. And it is my request, to my said
 wife, Rachel, as aforesaid, that upon her decease, she shall
 reserve for the use of the said John Henry V. Vanduyne, my
 adopted son, as aforesaid, all and singular the farming uten-
 sils, such as ploughs, wagons, harrows, harness, and such
 other articles as may be necessary to carry on the said farm ;
 wishing her to understand, nevertheless, that I do not con-
 sider this is a part of my last will, but in the light of a be-
 quest, which from the love and affection she has ever
 borne towards me, I feel fully persuaded she will freely
 perform.

- 671 *Item.*—I do give and bequeath, out of my said real estate, as aforesaid, during the lifetime of my said beloved wife, Rachel, the daughter of James Young, deceased, as aforesaid, the sum of nine dollars, in each and every year, during the lifetime of my said wife, to be paid in half-yearly payments of four dollars and fifty cents each, on the first days of October and April, after my decease, to the consistory of the “True Reformed Dutch Church at Montville,” to be paid for the sole use of said church, in each and every year during the lifetime of my beloved wife, as
- 672 aforesaid, so long as the services in the said church shall be conducted after the present manner of worshipping God by the said congregation; but in case the said church should be sold, or any alteration should take place in the society worshipping there, and another congregation substituted, whose creed and religious views differ from the True Reformed Dutch Church, the said nine dollars in half-yearly payments of four dollars and fifty cents each, on the said before named first days of October and April in each and every year thereafter, shall then cease, and be of no
- 673 effect.

- Item.*—I do give and bequeath to my beloved wife, Rachel, the daughter of James Young, deceased, as aforesaid, my two female and male colored servants, Eleanor and Jack, requesting of my beloved wife, that she will be kind to them, and provide all necessary comforts for each of them during their natural lives, so long as each of them shall continue to behave themselves properly, and approve themselves worthy of the confidence of my dearly beloved
- 674 wife, as aforesaid. I have made this as a request, and do not charge my executors with any part of the performance of the same, so far as it relates to the before named Eleanor and Jack.

Item.—I do give and bequeath to my dearly beloved nephew, James Young, the son of my sister, Rachel, the wife of Martin J. Young, which said sister is now deceased, in consideration of the love and affection I have always borne to him as my nephew, and as the son of my sister Rachel, as aforesaid, the sum of one dollar, lawful money

of the United States ; and I do charge my said executors to pay the same, as soon after my decease as may be convenient. 675

Item.—I do give and bequeath to my dearly beloved niece, Mary Ann Young, the wife of Cornelius Bush, and the daughter of my sister Rachel, the wife of Martin J. Young, which said sister is now deceased, the sum of fifty dollars, lawful money of the United States, to be paid to the said Mary Ann, in her own right, without any control of her husband, and free from the control of any and every person whatsoever ; the said sum of fifty dollars to be paid in ten equal yearly payments of five dollars in each year, on the first day of October, after my decease, making ten payments of five dollars each. And in case the said Mary Ann should emigrate to some other part of the United States, or any other country than her present residence, I do hereby authorize my executors, hereinafter named, to pay the said several yearly sums to her order ; but nevertheless, as near as they can ascertain, or either of them for her own use, or for the use of her children. And in the event of the decease of the said Mary Ann, during the said term of ten years, then such sum or sums as may have remained unpaid, out of the said fifty dollars, shall be paid to her children, or the survivor of them, share and share alike. 676 677

Item.—I do give and bequeath to my beloved adopted son, John Henry V. Vanduyne, the son of Nicholas M. Vanduyne, after the death of my beloved wife, Rachel, the daughter of James Young, deceased, as aforesaid all my real estate, consisting of my homestead farm, and the out-lots connected therewith ; and, also, such other lots of land as I may have inherited in the right of my wife, Rachel, one of the heirs-at-law of the before named James Young, together with all the rents, issues, and profits arising from the same, to the use of the said John Henry V. Vanduyne, the son of Nicholas M. Vanduyne, as aforesaid, his heirs, executors, administrators and assigns, to his and their proper use, benefit and behoof forever ; and the said John Henry V. Vanduyne shall have full power and good authority, his heirs, 678

679 executors, administrators and assigns, to sell the whole or any part thereof, to any person or persons, as he may think proper, converting the several sums received for the same to his own use. Nevertheless, upon the consideration that after the decease of my beloved wife, Rachel, the daughter of James Young, deceased, as aforesaid, the said John Henry V. Vanduyne shall pay or cause to be paid to the true Reformed Dutch Church of Montville, heretofore named, the sum of nine dollars, in each and every year, after the decease of my beloved wife, Rachel, the daughter

680 of James Young, as aforesaid, payable in half-yearly payments of four dollars and fifty cents each, on the first days of April and October, after the decease of my said beloved wife, as aforesaid, who is chargeable with the payment of the same, so long as she shall live, and whenever it shall please God to call her from this world, then I wish the said sum to be continued by my said son, as before named, John Henry V. Vanduyne, under the same restrictions, and in the same manner as heretofore provided.

681 *Item.*—I do give and bequeath to my dearly beloved and adopted son, John Henry V. Vanduyne, his heirs, executors, administrators and assigns, after the decease of my beloved wife, Rachel, as aforesaid, the daughter of James Young, deceased, my two colored servants, Eleanor and Jack, requesting my said adopted son that he will treat them kindly, and furnish them with good and sufficient provision in meat and drink and clothing, so long as they shall continue to behave themselves orderly, and to fulfil his reasonable demands for their work, labor and services,

682 but in case the said Jack or Eleanor, as aforesaid, should behave in an unruly or disorderly manner, either together or separately, then I do request my said adopted son to use his best judgment, and act according to the dictates of prudence and humanity with the said Eleanor and Jack.

Item.—It is my request that a neat marble slab, bearing my age and name, shall be placed at the head of my grave after my decease, and that after the decease of my wife, a similar marble slab, bearing her age and name, and also mentioning her as my wife, shall be placed at the head of

her grave, praying Almighty God that we may rest in 633
peace, until the Gospel trumpet calls together the quick
and dead.

Lastly.—I do hereby constitute and appoint my trusty
friend, Abraham C. Vanduyne, of the township of Pequano-
nock, and the county of Morris, and State of New Jersey,
the son of Cornelius A. Vanduyne, deceased, and my
adopted son, John Henry V. Vanduyne, the son of Nicholas
M. Vanduyne, the executors of this my last will and testa-
ment.

Done this fourth day of January, in the year of our 684
Lord, one thousand eight hundred and forty-three; and that
I may be considered as sound in mind and body at the time
of signing the said last will and testament, heretofore re-
cited, I have requested my friend and physician, E. B.
Gaines, Medical Doctor, to examine me to his satisfaction,
and place his name to this instrument officially, as a medi-
cal practitioner.

JOHN H. VREELAND. [L. S.]

Signed, sealed, published and declared }
by the said John H. Vreeland to }
be his testament and last will, in }
presence of us, the said John H. }
Vreeland having declared all former }
wills revoked.

JOEL DAYTON.

ABRAHAM A. VANDUYNE.

DANIEL S. VANDUYNE.

E. B. GAINES,
Physician and Surgeon.

Exhibit A 2 of Complainant.

In the name of God, Amen. I, Nicholas Vanduyne, being of sound mind, memory and understanding, for which blessing I thank God, do make and publish this my last will and testament in the manner following, that is to say :

First.—It is my will, and I do order, that all my just debts and funeral expenses be duly paid and satisfied as soon as conveniently can be after my decease.

686 *Item.*—I give to my beloved wife, Hannah Vanduyne, the use of all my personal estate of every name and kind, as long as she does remain my widow, or during her natural life, with the exception of the sum of four hundred dollars, which I shall hereinafter mention. Further, I give and bequeath to my beloved wife, Hannah Vanduyne, the use of all my real estate as long as she does remain my widow, or during her natural life.

Item.—I give and bequeath to my son, Stephen Vanduyne, the sum of four hundred dollars of my personal estate.

687 *Item.*—I give and bequeath, after the widowhood or death of my said wife, all my real and personal estate to Stephen Vanduyne, Catharine Ann Vanduyne, Silas Vanduyne, Elijah Vanduyne, James Vanduyne, Albert Vanduyne and Martin Vanduyne, to be divided among them, share and share alike.

Lastly.—I hereby appoint my loving wife, Hannah Vanduyne, and my son, Stephen Vanduyne, executors of this my last will and testament, this the third day of October, A. D. eighteen hundred and forty-two.

The name of John Henry V. Vanduyne being erased

out before signing and sealing, which was written in the 688 nineteenth line.

NICHOLAS VANDUYNE. [L. S.]

Signed, sealed, published and declared }
by the said Nicholas Vanduyne to }
be his last will and testament, in }
the presence of us. Dated October }
3, 1842. }

HENRY COLE.
ABRAHAM C. VANDUYNE.
JACOB F. VANNESS.

Proved before the Surrogate of Morris county by Henry Cole, one of the subscribing witnesses, November 14, 1842.

Exhibit A 3 on part of Complainant.

JOHN T. BRICKELL and WIFE, }

to }

JOHN H. VREELAND. }

Mortgage 8th November, 1854, upon the lands in con- 689
troversy, given to secure the performance of the condition
of the bond mentioned below. Acknowledged 8th Nov-
ember, 1854. Recorded February 19th, 1855, in Morris
County Register of Mortgages, Book B 2, folios 33-4.

Exhibit A 4 on part of Complainant.

Know all men by these presents, that we, John T. Brickell and Elizabeth his wife, of the township of Harrington, in the county of Bergen and State of New Jersey, are held and firmly bound unto John H. Vreeland and Maria his wife, of the township of Pequannock, in the county of Morris and State of New Jersey, in the sum of

690 six thousand dollars, lawful money of the United States of America, to be paid to the said John H. Vreeland and Maria his wife, or to their certain attorney, heirs, executors, administrators and assigns, for which payment well and truly to be made, we do bind ourselves, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals. Dated the eighth day of November, in the year eighteen hundred and fifty-four.

The condition of this obligation is such, that if the above
 691 bounden John T. Brickell and Elizabeth his wife, or either of their heirs, executors or administrators, or any of them, shall well and truly keep, board, maintain and provide for the said John H. Vreeland and Maria his wife during the term of each of their natural lives all necessities they and each of them shall stand in need of, so that they and the survivor of them shall have a good, decent and sufficient livelihood and support, suitable to their situation and condition, during the said term of their natural lives, and shall also keep and maintain, in a suitable manner, the colored
 692 servants of the said John H. Vreeland, named Jack and Nelly, during the term of each of their natural lives, without any fraud or other delay, then the above obligation to be void, or else remain in full force and virtue.

JOHN T. BRICKELL, [L. s.]

ELIZABETH BRICKELL. [L. s.]

Sealed and delivered in }
 the presence of }

GARRET G. DEMAREST.

IN CHANCERY.

693

Between

JOHN H. VREELAND, JOHN T. BRICKELL
and Wife,

Defendants,

and

JOHN H. VANDUYNE,
Complainant.

} On Bill & Appeal.

The defendants hereby appeal from the final decree made in this Court in the above stated cause, decreeing that the complainant is entitled to the relief sought and prayed for by his bill of complaint, and that the defendants shall pay the costs and charges of the complainant in this suit, to the Court of Errors and Appeals. 694

Dated February 7, 1859.

THEO. LITTLE,
Sol. for Defendants.

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

THEO. LITTLE,
Of Counsel with Defendants.

695 NEW JERSEY COURT OF ERRORS AND APPEALS.

Between		}	On Bill, &c.—Pe- tition of Appeal.
JOHN H. VREELAND and JOHN T.	Appellants,		
BRICKELL and Wife,			
<i>and</i>			
JOHN H. V. VANDUYNE,		}	
Appellee.			

To the Honorable the Court of Errors and Appeals of the State of New Jersey :

The humble petition of John H. Vreeland and John T. Brickell, (and Elizabeth his wife,) the appellants above named, respectfully shows that your petitioners find themselves aggrieved by a final decree made in the Court of Chancery, by his Honor, Benjamin Williamson, Chancellor of the State of New Jersey, bearing date the thirty-first day of December, in the year of our Lord one thousand
696 eight hundred and fifty-eight, in a suit wherein the said John H. V. Vanduyne was complainant, and your petitioners were defendants in these respects, to wit : That the said decree adjudges that the said complainant is entitled to the relief sought and prayed for by him in his bill of complaint in said cause, and that your petitioners shall pay his costs of said suit, and in that the decree adjudges that the agreement set forth in the complainant's bill was proved by him, and in that said decree adjudges the deed mentioned in the complainant's bill as having been made by
697 said John H. Vreeland to said John T. Brickell and wife was fraudulent as to the complaint in said suit, and that said John T. Brickell and wife were not purchasers of said property conveyed by said deed for a valuable consideration, without notice of said agreement set up in the complainant's bill, and in that, by said decree, John T. Brickell and wife are adjudged and decreed to hold the lands described in the said deed as trustees, subject to the said agreement set up in the complainant's bill, and upon the terms mentioned in said decree, and in that, by said decree,

the said John T. Brickell and wife are adjudged and decreed in effect to fulfil and perform their agreement with said John H. Vreeland, without being permitted to receive the consideration agreed on by the parties to said agreement, and in that said decree makes a new contract between said John H. Vreeland and said John T. Brickell and wife, not made or agreed to by them; and in that, by said decree, the said John T. Brickell and wife are restrained and enjoined from conveying, or in any way incumbering the lands in dispute in said cause. 698

And your petitioners humbly appeal from said decree, in all its parts, upon the ground that the same is erroneous in the matters hereinbefore set forth, and because the complainant is not entitled to the relief sought and prayed for in his bill of complaint, and his bill should have been dismissed with costs. 699

Your petitioners therefore pray that the said decree of the Chancellor may be reversed, set aside, and for nothing holden; and that your petitioners may have such relief in the premiums as to this honorable Court shall seem meet.

THEO. LITTLE,

Solicitor and of Counsel

With the Defendants.

