

NEW JERSEY

Court of Errors and Appeals.

MARY H. LUSE,

vs.

SAMUEL JONES *et. al.*

} *In Trespass.*

NEW JERSEY SUPREME COURT,

Of the sixteenth day of August, eighteen hundred
and seventy-six.

MORRIS COUNTY, ss :

Samuel Jones and Jesse Hoffman, the defendants in this suit, were summoned to answer unto Mary H. Luse the plaintiff therein of a plea of trespass, and thereupon the said plaintiff, by Pitney & Youngblood her attorneys, complains for that whereas the said plaintiff heretofore, to wit, on the first day of August, eighteen hundred and seventy-six, was and for a long time before that time had been engaged in the business of keeping a private boarding-house in the city of Morristown. in said county of Morris, and was the owner and possessed of a large boarding house situate in Morristown aforesaid and in which said business was so carried on, and of a large amount of bedroom and other furniture, and implements used by her in said boarding-house for said business, and the said defendants on the day and year last aforesaid, at Morristown aforesaid, with force and arms broke and entered the said boarding-house and took and carried away the said furniture and implements, viz: 5 green bed-

room sets ; 5 oak iron bedroom sets, 3 walnut bedsteads, 2 maple bedsteads, 2 walnut bedsteads, 3 turned post bedsteads, 2 light wood bedsteads, 2 pianos and stools, 4 gilt mirrors, 40 dining-room chairs, 60 assorted chairs, 3 rocking chairs, 10 wood-bottom arm chairs, 8 cane-seat chairs, 6 cots, 3 walnut nots, 3 bureaus, 2 bureaus with glass, 3 small bureaus, 4 stand tables, 4 wash-stands, 3 double wash-stands, 3 dressing tables, 2 stands, 3 tables, 2 side-tables (bar), 2 wardrobes, 3
 10 iron hat-racks, 6 tables, lot of crockery, lot of stew pans, boiler and tin ware, 6 earthen pots, 2 cupboards, 3 extension tables, 5 marble-top centre tables, 3 music rack tables, 20 sets crockery (chamber), 8 looking-glasses, 3 hair cloth sofas, 2 parlor sets 12 pieces, 100 yards parlor carpet, 25 yards stair-carpet, 50 yards ingrain carpet, lot old carpet, 60 yards ingrain carpet, 10 pairs lace curtains, 60 yards oil cloth, 25 pairs sheets, 15 counterpanes, 5 blue counterpanes, 4 quilts, 3 comforts, 3 mattresses, 2 wedge bolsters, 8 feather
 20 bolsters, 30 feather pillows, 20 straw beds, 3 spring-bottoms, 3 pieces stair oil-cloth, 5 window-shades, stair rods, 5 wedge bolsters, 17 mattresses, 3 African mattresses, of great value, to wit, of the value of two thousand dollars, and then and there disposed of and converted the same to their own use, whereby the same became and were wholly lost to the said plaintiff and she was wholly deprived of the use of the same and was greatly injured, hindred and disturbed in her said business, prevented from carrying on the same
 30 and very much injured in her reputation of a boarding-house keeper, and lost great gains which she otherwise would have derived therefrom, and the defendants then and there did other wrongs to the plaintiff, and so the plaintiff saith that she is injured and hath sustained damage to the amount of two thousand dollars, and therefore she brings suit, &c.

PITNEY & YOUNGBLOOD,
Attorneys of Plaintiff.

A true copy.

40 BENJ. F. LEE. Clerk.

And the said defendants, by George T. Werts their attorney, come and defend the wrong and injury when, &c., and say that they are not guilty, nor is either of them guilty of the said supposed trespasses above laid to their charge, or any or either of them or any part thereof in manner and form as the said plaintiff hath above thereof complained against them, and of this the said defendants put themselves upon the country, &c.

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And for a further plea in this behalf as to the seizing and taking of the said goods and chattels in the said declaration mentioned and converting and disposing thereof to their own use and benefit by the said defendants above supposed to have been done, the said defendants by leave of the court here for this purpose first had and obtained according to the form of the statute in such case made and provided, say that the said plaintiff ought not to have or maintain her aforesaid action thereof against them because they say that 20 before the said time when, &c., the said Jesse Hoffman was and had been sheriff of the said county of Morris, and as such sheriff received and there came to his hands two certain writs of *feri facias* in writing, issued out of said circuit court, as follows:

MORRIS COUNTY, *ss*: The State of New Jersey to the sheriff of the county of Morris, Greeting:

[L.S.] We command you, as before we have commanded you, that of the goods and 30

chattels of Nathan B. Luse in your county you cause to be made the sum of eight hundred and twenty-two dollars and sixty-seven cents which Samuel Jones, lately in our circuit court holden at Moristown in and for our said county of Morris, recovered against the said Nathan B. Luse, as well for his damages which he had sustained on occasion of the non-performance of certain promises and undertakings by the said Nathan B. Luse then lately made to the said Samuel Jones as for his costs and charges by him about his suit in that 40

behalf expended whereof the said Nathan B. Luse was convicted, as appears to us of record, and if sufficient goods and chattels of the said Nathan B. Luse in your county you cannot find whereof to make the damages aforesaid, then and in that case we command you that you cause the whole or the residue, as the case may require, of the damages aforesaid, to be made of the lands, tenements, hereditaments and real estate in your county whereof the said Nathan B. Luse was seized on
 10 the thirteenth day of May in the year one thousand eight hundred and sixty-five, or at any time afterwards, in whosoever hands the same may be ; and have you those moneys before our circuit court aforesaid at Morristown aforesaid the first Tuesday of May next, to render unto the said Samuel Jones for his damages aforesaid, and have you then there this writ.

Witness Vancleve Dalruple, Esquire, a judge of our said court, at Morristown aforesaid, the thirteenth day of March in the year one thousand eight hundred and seventy-five.
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WM. McCARTY, *Clerk.*

THEODORE LITTLE, *Attorney.*

MORRIS COUNTY, ss: The State of New Jersey to the sheriff of the county of Morris, Greeting :
 [L. S.] We command you that of the goods and chattels of Nathan B. Luse in your county you cause to be made the sum of two thousand two hundred and thirteen dollars and forty-one cents which Samuel Jones, lately in our circuit court holden at
 30 Morristown in and for our said county of Morris, recovered against the said Nathan B. Luse as well for his damages which he had sustained on occasion of the non-performance of certain promises and undertakings by the said Nathan B. Luse then lately made to the said Samuel Jones as for his costs and charges by him about his suit in that behalf expended, whereof the said Nathan B. Luse is convicted as appears to us of record, and if sufficient goods and chattels of the

said Nathan B. Luse in your county you cannot find whereof to make the damages aforesaid, then and in that case we command you that you cause the whole or the residue, as the case may require, of the damages aforesaid to be made of the lands, tenements, hereditaments and real estate in your county whereof the said Nathan B. Luse was seized on the twenty-seventh day of February in the year one thousand eight hundred and seventy-five, or at any time afterwards, in whosesoever hands the same may be; and have you those 10 moneys before our circuit court aforesaid at Morristown aforesaid the first Tuesday of May next, to render unto the said Samuel Jones for his damages aforesaid, and have you then there this writ.

Witness Vancleve Dalriddle, Esquire, a judge of our said court, at Morristown aforesaid, the twenty-fourth day of February, in the year one thousand eight hundred and seventy-five.

WM. McCARTY, *Clerk.* 20

GEO. T. WERTS, *Attorney.*

By virtue of which said writs the said defendant as such sheriff and as such plaintiff in execution, to wit, at Morristown aforesaid, seized and took the said goods and chattels and the same sold and disposed thereof as the property of said Nathan B. Luse, as the same in fact were, which are the said supposed trespasses in said declaration mentioned, and whereof complaint is above made against the said defendants, and this the 30 defendants are ready to verify, wherefore they pray judgment if the plaintiff ought to have or maintain her aforesaid action thereof against them.

GEO. T. WERTS,
Attorney for Defendants.

And the said plaintiff, as to the plea of the said defendants by them first above pleaded and whereof they have put themselves upon the country, does the like. 40

And the said plaintiff, as to the plea of the said defendants by them secondly above pleaded, says that the said plaintiff by reason of anything by the said defendants in that plea alleged, ought not to be barred from having and maintaining her aforesaid action thereof against them because she says that the said goods and chattels in the said declaration and in said second plea mentioned at the time when, &c., were the property of said plaintiff, and were not the property of
10 said Nathan B. Luse.

And this the plaintiff prays may be inquired of by the country, &c.

PITNEY & YOUNGBLOOD,
Plaintiff's Attorneys.

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NEW JERSEY SUPREME COURT,
MORRIS COUNTY.

MARY H. LUSE,	} Before Judge REED and
vs.	
SAMUEL JONES and	
30 JESSE HOFFMAN.	} a jury.

FRIDAY, February 23, 1877.

APPEARANCES.

MR. H. C. PITNEY for plaintiff.

40 SHIPMAN and WERTS for defendants.

Mr. Pitney opens case for plaintiff.

Jesse Hoffman sworn for plaintiff testified as follows :

Q. Where do you live now ?

A.

Q. You were formerly Sheriff of Morris County ?

A. Yes, sir.

Q. Did you take away certain goods from Mrs. Luse's house ?

10

A. Yes, sir.

Q. On an execution given in favor of Mr. Samuel Jones ?

A. Yes, sir.

Q. Did anybody direct you to take those goods ?

A. Yes, sir.

Q. Who ?

A. Mr. Samuel Jones, the defendant.

Q. Were you notified that you must not take them away ?

20

A. I was notified, yes sir, by the claimants of the property.

Q. Were you notified by me ?

A. Yes, sir.

Q. On whose behalf did I notify you ?

A. Mrs. Luse's, I think.

Q. What was the character of the notice I gave you ?

A. That she claimed the property as hers, &c.

Q. Did she hold you liable to damages ; was anything said about damages ?

30

[Objected to ; objection sustained.]

Q. Did you report that notice to Mr. Jones ?

A. Yes, sir.

Q. Before you moved the goods ?

A. Yes, sir.

Q. There was also a written notice served on you, wasn't there ?

A. I think there was, sir.

Q. When was the date it was taken ; do you know when it occurred ?

40

A. I have got some papers here to show ; I cannot remember myself exactly.

Q. Well, give us the time ?

The Court : Give us the time, and the goods you took ?

A. Appraised the property about the 3d of August, 1876.

Q. What was the day you moved it ?

A. I think it was the day before it was appraised.

10 We moved it close to the hall and then appraised it.

Q. I will read over the goods to you, and I will ask you what goods you took.

[Objected to as leading—that the witness should tell without having them read to him]

By the Court : Q. Have you got a list ?

A. [Producing a paper,] I have got the goods that we levied on, some of them we did not take ; we were ordered not to take them.

Q. Just read the list ?

20 *Mr. Pitney :* Did you levy on out-door goods too ?
[Objected to.]

The Court : You better confine yourself to the declaration. Read from the declaration, and ask him which of those goods he took.

By Mr. Pitney : Q. 5 green bed-room sets ?

[Objected to. Allowed.]

Q. Take your list and tell us what you levied on and what you took away ?

A. [Referring to book.] Here is a list of my levy,
30 do you want that ?

Q. Yes, go on.

A. [Witness reads.] Room No. 1, 2nd floor, one bed and bedding, bedstead and sofa chairs, one carpet, one stand. Room No. 2, N. B. Luse's room ; bed and bedding, bedstead, one mahogany bureau, one writing desk, one dressing table, one mirror, one sofa-bottom hair cloth rocker, one drum stove and pipe, one mantel clock, two lamps, one picture and frame, carpet on the floor. Room No. 3, one bed and bedding, bedstead,
40 one mirror, one wash-stand, toilet crockery, one chair,

one stand, carpet on the floor. Room No. 4, one bed and bedding, bedstead, bureau, one wash-stand, toilet crockery, 4 chairs, one rocker, one what-not, one coal stove and pipe, sheets and fixtures, carpet on the floor. Room No. 5, one bed and bedding, bedstead, one bureau and stand, toilet crockery, one mirror, one coal stove, fixtures; carpet on the floor. Room No. 6, one bed and bedding, bedstead, one dressing bureau, one wash-stand toilet crockery two chairs, carpet on the floor.

10

The Court: Just read the articles from the declaration and see if he recalls them.

Q. "5 green bed-room sets?"

A. I did. I suppose I took them, all that was in those rooms. I did not set them down by the quantity.

Q. "5 oak bed-room sets?"

A. I suppose I took them all.

Q. What did the bed-room set consist of?

A. It consisted of beds, bureaus, bedsteads, and-so-20
forth.

Q. Washstands?

A. Yes, sir, with crockery and some rooms had stoves.

Q. Did you take three walnut bedsteads?

A. Well, I think I did.

Q. Did you take two maple bedsteads?

A. I think I did; I can't recollect how many.

Q. Did you take any turned post bedsteads?

A. I think I did.

30

Q. Did you take a stool?

A. I did.

Q. Did you take four gilt mirrors or any gilt mirrors?

A. I think I did.

Q. Any dining-room chairs?

A. Yes, sir.

Q. How many did you take?

A. Well, I forget how many; quite a number of them.

40

- Q. Did you take any other kinds of chairs, what are call sorted chairs for bed rooms and sitting rooms ?
- A. Yes, sir.
- Q. Did you take any rocking chairs ?
- A. Yes, sir.
- Q. Did you take any wood-bottom arm chairs ?
- A. Yes, sir.
- Q. Did you take any hand-sewed chairs ?
- A. Yes, sir.
- 10 Q. Any cots ?
- A. I think I did.
- Q. Any what-nots, these things that stand up in the corner of the rooms to put books on and things ?
- A. Yes, sir, I think I did.
- Q. Any bureau ?
- A. Yes, sir.
- Q. Did you take a bureau with glass on it ?
- A. I think I did.
- Q. Any small bureaus ?
- 20 A. I think so, yes, sir.
- Q. Stand table, little stand tables for the room ?
- A. Yes, sir.
- Q. Wash stands; did you take any of those ?
- A. Yes, sir.
- A. Any double wash stands ?
- A. I think so, sir.
- Q. Dressing tables ?
- A. Yes, sir.
- Q. Any other kinds of tables, dining room tables ?
- 30 A. I think not ; I know we took one or two old ones out of the kitchen
- Q. Did you take any extension tables ?
- A. I think not.
- Q. Any side tables ?
- A. I don't think I did.
- Q. Any ward robes ?
- A. I think I did.
- Q. Didn't you take two iron hat racks ?
- A. I don't remember ; I took one, I know.
- 40 Q. Did you take two, one up stairs and one down ?

A. I think I did.

Q. Didn't you take a lot of table crockery?

A. Yes, sir

Q. Stew pans?

A. Yes, sir.

Q. Earthen pots?

A. Yes, sir.

Q. Cup-board?

A. Yes, sir.

Q. Didn't you take three extension dining room 10 tables?

A. I don't recollect about that now.

Q. Any marble top center tables?

A. I rather think I did.

Q. Music rack?

A. Yes.

Q. Any sets of crockery, chamber crockery?

A. I think I did, some.

Q. Looking glasses?

A. Yes, sir.

20

Q. Hair cloth sofas?

A. Yes, sir.

Q. Parlor sets?

A. Yes, sir.

Q. Sofa rocking chair?

A. Whole parlor set.

Q. Did you take the parlor carpet?

A. Yes, sir.

Q. How many yards in that?

A. Well, I forget, 40 or 50, somewhere along there. 30

Q. Did you take any stair carpet?

A. Yes, sir.

Q. Did you take any ingrain carpet out of the bedrooms?

A. I think some, sir.

Q. Do you know how much you took?

A. I didn't have the number of yards down.

Q. Did you take any lace curtains?

A. I think we did from the parlor.

Q. Any oil cloth?

40

- A. Yes, sir.
- Q. Any sheets ?
- A. Yes, sir.
- Q. Bed sheets ?
- A. Yes, sir.
- Q. Any quilts ?
- A. Yes, sir.
- Q. Mattresses ?
- A. Yes, sir.
- 10 Q. Bolsters ?
- A. Yes, sir.
- Q. Feather beds ?
- A. Yes, sir.
- Q. Feather pillows ?
- A. Yes, sir.
- Q. Straw beds ?
- A. Yes, sir.
- Q. Spring bottoms of bed mattresses ?
- A. I think I did.
- 20 Q. Window shades ?
- A. Yes, sir.
- Q. Different kinds of mattresses, some hair and some straw ?
- A. All kinds, I think.
- Q. Pretty big pile ?
- A. Pretty good pile ; we had several loads.
- Q. Several wagon loads ?
- A. Yes, sir.
- Q. When did you get these executions ; when did
- 30 they come into your hands ?
- A. The first execution we received the 20th day of March, 1874, about 12 minutes past 11 o'clock in the forenoon ; the other one is in the other book, I believe.
- Q. When did you make your levy ?
- A. Well, I didn't make it ; my deputy made it.
- Q. About what time was it : I don't want the exact date, I wan't to know how long these executions were in your hands ?
- A. The 15th day of May, 1875.
- 40 Q. That was about the time the levy was made ?

A. The 6th of April, 1874.

Q. That is the time the levy was made?

A. The writ was returnable May term, 1874.

Q. You had these executions in your hands in the Spring of 1874?

A. Yes, sir.

Q. And you made the levy in the Spring of 1874?

A. Yes, sir.

Q. How often did you advertise the goods for sale?

A. Well, I don't know; I guess only once. 10

Q. Didn't you advertise them for sale there at Mrs. Luse's house?

A. Yes, sir.

Q. When was that?

A. Well, it was the 17th day of June, 1876.

Q. You advertised it for sale the 17th of June, 1876?

A. That was the day the sale was to be.

Q. Whereabouts was the sale to take place?

A. It was to take place at the house I think.

Q. Did anybody give you permission to advertise 20 those goods for sale at the house?

A. No, sir.

Q. At whose request was it.

A. Mrs. Luse and Mr. Luse, where the goods were.

Q. Who directed you to advertise them for sale just at that time?

A. Mr. Jones, I think.

Q. Why hadn't you advertised them for sale before that?

A. Well, I don't know. 30

Q. Well, on the 17th of June?

A. No, sir.

Q. What did you do then?

A. There was an adjournment; the sale was to be the 13th of June.

Q. How many times did you adjourn that sale over there at the house.

A. Then we adjourned it to the 20th of June, same place and on the same premises, and then on the 20th of June we adjourned it to 27th day of June—one 40

week—same place and time. Then 27th June we adjourned it to Thursday, the 6th of July.

Q. Go on.

A. July 6th we adjourned it to July 25th, 1876.

Q. Go on.

A. Then we adjourned it from July 25th to July 27th—two days.

Q. Then you adjourned it off and on from the 13th of June up to the first of August?

10 A. On the 27th of July we adjourned it over to August 4th.

Q. You went over there every one of these days with your deputy, Mr. Fairchild, ready for the sale?

A. Yes, sir, and took the appraisers over there.

Q. Why hadn't you advertised these goods before that, the 13th of June?

A. I don't know as we advertised it before; I don't recollect.

Q. Why didn't you?

20 A. Well, we had no orders.

Q. You went over there one time or twice with your appraisers to appraise the goods?

A. Yes, sir.

Q. Quite an army of you, you and your deputy and the three appraisers going through the house?

A. We started to go through.

Q. These goods were spread all through the house?

A. Yes, sir.

Q. Occupied by the boarders?

30 A. Yes, sir.

[Objected to as leading and as improper.]

The Court: I think it is improper.

Q. Were any objections made by Mrs. Luse, or on her behalf, on your coming there and going through?

A. Yes, sir, I found the doors locked.

Q. Any objection to your having the sale there, and all that sort of thing?

A. Yes, sir.

Q. Notified distinctly?

40 A. Yes, sir.

Q. Were you or not notified that you must not come there and make a disturbance, disturb her house?

A. Yes, sir, I was.

Q. What business was Mrs. Luse engaged in?

A. She was engaged in the boarding business, had boarders there.

Q. You moved the goods away on a certain day, finally, on the second or third of August?

A. Yes, sir.

Q. Then you sold them?

10

A. Yes, sir, had them appraised after I moved them.

Q. Then you sold them?

A. Yes, sir.

Q. Did anybody take part in that sale in the way of advertising it, etc., besides yourself and deputy? Did Mr. Jones have anything to do with it?

A. I think not.

Q. He did not get out special advertisements or anything of that kind?

A. I think not; I don't think he did.

20

Q. You also had a notice from Mr. Thatcher as mortgagee, that he had a lien on the goods?

[Objected to, objection sustained.]

Q. Who appraised the goods?

A. I think it was Mr. Drake and Mr. James Anderson.

Q. How many wagons did you take there, men and wagons?

A. I had two or three wagons and men driving, and they brought some hands with them to load.

30

Q. Walked into the house and moved these things out?

A. Yes, sir.

Cross examination.

By Mr. Werts:

Q. Are those the executions under which you levied?
[handing the witness papers.]

A. Yes, sir, I think they are.

40

Q. The levies are annexed ?

A. Yes, sir, I think they are.

Q. Now can you tell just what goods you took away from there ?

A. What, about ?

Q. Yes, sir.

A. I have got it down here, the goods we sold ; got them all down here.

Q. State what goods you sold ?

10 A. Well, there was one wash-boiler, three stone-pots, bowls and pitchers, cups.

Q. Give us the number of them ?

A. Here is something I cannot make out exactly, bath and contents ; I don't know what it is.

Q. Well, spell it as near as you can.

A. [Reading.] Three stone pots, one bowl and pitcher and chamber, one pitcher, three old dishes, one kitchen table, four meat dishes, 12 dinner plates, 7 ditto, lot of crockery, glass ware, one small leaf
20 table, five cane-seated chairs, six rockers, three cane-bottom chairs, three oak, 5 black chairs, one spring bed bottom, one maple bedstead, one small dark bed, one straw mattress, one brown, one white, one striped, one white ditto, one ditto, one striped, one white, one ditto, one ditto, one R. B. maple bedstead,—I don't know what that is—one bed spread, one blue counterpane, one light, one ditto, one lot of pillows, one striped pair of pillows, one ditto, one pair of something, I don't know what it is ; I can't read the clerk's writing,
30 I haven't got my specks. [Spectacles handed to witness.] Oh, that is worse, I can't read with them. One pair of flock pillows, three pairs of pillows, one pair of bolsters, one bolster ditto, one striped, one ditto, one walnut bedstead, one single washstand, one rack, one safe cupboard, one small stand, one table and drawers, one double washstand, one dressing table, mahogany ; one mahogany side table, one reading table, one three drawer—that I don't know again, some French name—three dressing bureaus.

40 Q. Is that French ?

A. Yes, that is it. One dressing bureau and glass, four cane seated arm chairs, four wood chairs, one 3 by 6 cot, one husked mattress, one hair, one husked ditto, one ditto, one husked and hair ditto, one hair mattress, one husked ditto, one bedstead, one chamber, bowl and pitcher, one washbowl, pitcher and chamber, one chamber, one ditto, one ditto, one ditto, one ditto, one walnut table, one haircloth sofa, mahogany; one hair cloth, two pair lace curtains, one ditto, one ditto, one ditto, two shades, 16 stairrods, one mat-10 tress, one green bedroom set, one ditto, one chestnut and four chairs, one ditto and three chairs, 6 oak dining room chairs, lot of pieces of hall oilcloth, $8\frac{1}{2}$, $5\frac{1}{2}$, $4\frac{2}{3}$, $4\frac{1}{4}$, $3\frac{1}{3}$, 8 stair—I don't know what that is—60 yards ingrain carpet, 8 yards stair carpet, 9 yards ingrain, 12 green, 18 old ingrain carpet, $22\frac{1}{2}$ new ingrain, one spring cot, 55 yards Brussels carpet, a lot of carpet, etc. I believe that is about the amount.

Q. How much did the whole sale amount to ?

A. \$338.52 is what the whole sale amounted to. 20

Q. Were the goods appraised before the sale ?

A. Yes, sir, they were appraised.

Q. Who were the appraisers ?

A. Mr. Anderson and Mr. Julius Drake, and Wm.

C. Caskey, I think.

Q. What was the amount of the appraisement ?

[Objected to. Ruled out.]

Q. Did Mr. Luse claim his \$200 exemption ?

A. Yes, sir.

Q. Out of these goods that you took ? 30

A. Yes, sir.

Q. And was it set off to him ?

A. \$200 was, yes, sir.

Q. It was set off to him ?

A. Yes, sir.

Q. And the goods taken back to his house ?

A. Yes, sir.

Q. You sold all the goods that you took away from the house ?

A. All except the \$200 worth. 40

Q. Those goods you carted back to the house ?

A. I did not cart them back.

Q. They did go back ?

A. I believe they carted them back after they selected them.

Q. Who did ?

A. Well, they had a team there.

Q. Do you know whose teams they were ?

A. One of these teams from down here was hired, I
10 believe.

Q. Do you know who hired it ?

A. I do not.

Q. What goods did you send back to the house ?

Plaintiff's counsel : We have not sued for them.

Q. All the goods that were left after the sale, with
the \$200 set off, went back to the house ?

A. Yes, sir.

Q. What were they ?

A. Well, there was a piano \$125 ; that was the
20 appraisalment, one gilt mirror, 12 dining oak chairs,
one what-not, one ward-robe \$5, one kitchen table, one
marble top table, 5 small.

The Court : Do you want all that, gentlemen ?

Defendants' Counsel : No, sir, we want to know if
everything went back except the goods he sold.

The Court : He said that.

Q. You moved these goods from Mrs. Luse's house
and stored them ?

A. Yes, sir, moved them all down there.

30 Q. Did Mr. Luse go there and take out the \$200
worth ?

A. I forget who selected them.

Q. Do you remember who actually came and selected
them ?

A. I forget who did select the goods.

Q. Do you know who actually selected the piano to
be taken back to the house ?

[Objected to that the paper shows for itself.]

40 *The Court* : If you can connect the plaintiff with
the selection of the goods, it is proper.

Q. Do you recollect anything about that?

A. I don't recollect exactly who did select the goods, but they were selected there and a team took them. The goods were all appraised and the \$200 worth were selected and set off.

Q. What is Mr. Luse's place called?

A. I believe it called the Park House, I think it is.

Q. You said in answer to one of Mr. Pitney's questions that Mrs. Luse was engaged in keeping a boarding house; how do you know that? 10

A. Well, I see her there, that is all I know about it.

Q. In whose name is the house advertised?

A. I can't tell you; I don't know as I ever saw it, I ought have seen it but I don't know.

Q. Do you know of any application having been made to license it?

A. I don't know anything particular myself.

Plaintiff's Counsel: That is a matter of record, I suppose.

Q. Did you ever see a notice in the paper that Mr. 20 Luse was going to apply for a license for the Park House?

[Objected to.]

A. I might have seen it but I don't recollect it. I never looked after those things very closely.

Q. You didn't subject Mrs. Luse to any annoyance, did you, except what was unavoidable?

A. No, sir, not more than unavoidable, going in and taking out the goods, that is all.

Q. You have gone pretty frequently to Mr. Luse's 30 house?

A. I never was there, I don't suppose, half a dozen times, only this time, in my life. I never frequent the hotels but very little.

Q. You didn't make this levy yourself, did you?

A. No, sir, I did not.

Q. Neither one of them?

A. No, sir.

Q. They were made by Mr. Fairchild?

A. Made by the deputy, yes, sir.

Q. You don't know what occurred at the taking of it?

A. No, sir.

Q. Nor how it was taken?

A. No, sir.

Re direct :

Q. Did you move all the goods that you had levied on?

10 A. No, sir.

Q. You had other things levied on?

A. Horses and carriages, yes, sir.

Q. Why didn't you move those?

A. I had orders not to move them from Mr. Jones.

Re-cross :

Q. Did you have any talk with me about that, that you remember?

20 A. About levying on the horse?

Q. Yes.

A. I don't know whether I did or not.

Q. And the buggy?

A. I don't recollect.

Q. Do you remember my telling you Mr. Luse wanted it left so he could ride around?

A. I don't recollect about that.

Q. And I said we would?

A. I don't recollect; I went to get the horses out.

30

Mary H. Luse, plaintiff, sworn, testified as follows:

Q. You are the plaintiff in this case?

A. Yes, sir.

Q. Where do you reside?

A. Park House, Morrístown.

Q. How long have you resided there?

A. 3 years.

Q. Previous to living in the Park House, where did
40 you live?

A. I lived in the United States Hotel, 5 years.

Q. Did you move directly from the United States Hotel to the Park House?

A. No, sir, I left the United States Hotel and went to the farm house.

Q. How long did you live there?

A. Some two or three months.

Q. Who kept the United States Hotel?

A. Mr. N. B. Luse.

Q. When you left the U. S. Hotel what was the condition of his health?

A. His health was not very good and has not been for years.

Q. Was he physically and mentally able to attend to business when you left the U. S. Hotel?

[Objected to, that it calls for the opinion of an expert.]

The Court: You may ask whether he did attend to business.

Q. Did he, at or about the time you quit keeping the U. S. Hotel, attend to business, and to what extent did he attend to business?

A. Very little, indeed, for a year before we left the U. S. Hotel.

Q. And why not?

A. Because he was not able to do it.

Q. Why not?

A. He has been for a number of years a confirmed³⁰ invalid with inflammatory rheumatism, and with a cough and with symptoms of consumption; and he gave up his entire charge of the house for a year before we left the U. S. Hotel, put it in the hands of another person to attend to.

Q. When you went into the Park House, whose project was that?

[Objected to as irrelevant. Objection overruled. Defendants' counsel prays an exception and that his⁴⁰

exception may be sealed, and it is allowed and sealed accordingly.]

{ L. S. }

10

A. Well, sir, we went there—we took that property, with the idea of getting a living out of it—to keep a boarding house that I might have something to live
20 on.

Q. Did you have furniture to keep house with when you went there?

A. No, sir, I didn't.

Q. What furniture, if any, was brought there?

A. Very little, sir, that we took. We sold nearly all the furniture we had in the U. S. Hotel; took very little from there to the farm, and what little we took to the farm we took to the Park House.

Q. Was anything done towards enlarging the size of
30 the Park House?

A. Yes, sir.

Q. What was done?

A. There was a story put on the original house and a piazza in front, afterwards a wing attached to the back.

Q. Was there any new furniture got?

[Objected to.]

Q. (*By the Court*) Who enlarged the Park House?

A. We enlarged it.

40 Q. In whose title was it?

A. In mine, sir.

[Objected to.]

Q. Who made the contract to enlarge it ?

A. I did, sir, myself.

Q. Who purchased the furniture ?

A. I did.

Q. Did you pay cash for it or buy it on time ?

A. I bought the most of it on time, sir.

Q. Who paid for it ?

A. I paid for it with my hard earnings.

10

Q. Who conducted the house ?

A. I did.

[Recess.]

Q. I was asking you at the adjournment as to who had paid for this new furniture which you got ; what was the business which you carried on, precisely ?

A. Kept a boarding house.

Q. Was there any difference in the season of the year as to your business ?

A. Yes, sir ; the summer season is generally considered the best. I took permanent and transient boarders.

Q. And this furniture that you spoke of, where did you buy it ?

A. I bought it in different places. Some I bought in Newark at Smith & Hedge's, L. B. Miller.

Q. Any in Morristown ?

A. Sutton.

Q. Any of the carpeting ?

A. All my carpeting at Knox & Fayman's, kept by 30 Knox & Fayman ; it was Shedd Brothers first, and then it changed to Knox & Fayman.

Q. While Shedd Brothers kept it did you buy furniture of them ?

A. I bought carpets from them, and table linen and bedding from their store; when I first commenced they were in the store.

Q. These goods that were taken away were they all yours, all that you had bought ?

[Objected to.]

40

Q. Whose goods were they ?

A. They were mine.

Q. All of them or not ?

A. A few of them were not, a few of them were what we had on the farm, but the principal part of them were mine, that I bought when I went into the new house.

Q. The few that had come from the farm house, what became of them ?

10 A. Mr. Luse took them as his \$200 set off to him.

Q. They were sent back ?

A. Yes, sir, to the house.

Q. Were any of the goods that you owned sent back to the house, that you had bought after you went there ?

A. I don't think there was any sent back, that I bought after I went to the Park House.

Q. Just look at this list, [handing witness paper.]

[Paper objected to.]

20 *Plaintiff's Counsel* : This list was handed to me by the appraisers. I handed this list to Mrs. Luse, and she went over it and compared it with her bills for the goods as she bought them.

Defendants' Counsel : I object on the ground that she must fix her valuation of her goods by her own judgment.

The Court : I don't think it is proper to put into her hands a memorandum made by an appraiser.

Plaintiff's Counsel : It is her own memorandum,
30 her own figures are on it.

Defendants' Counsel : That is the list made out by the appraiser ?

The Court : Are the figures of the appraiser on that list ?

Plaintiff's Counsel : Yes, sir.

Defendants' Counsel : I object to it.

The Court : You have a right to examine her as to how she made up her opinion ; this paper of course cannot go to the jury. I will allow the paper to be
40 shown to the witness.

[Defendants' Counsel prays an exception and that his exception may be sealed, and it is allowed and sealed accordingly.]

{ L. S. }

10

Q. (Paper being handed to witness.) At any time did Sheriff Hoffman come to your house last Spring ?

A. Before the sale ?

Q. Yes.

20

A. Yes, sir

Q. How often did he come there ?

A. Well, he was there several times.

Q. Anybody with him ?

A. Yes, sir.

Q. Who was with him ?

A. I think Sheriff Fairchild was with him, and I think the Sheriff's son was with him.

Q. What was their business when they came there ?

A. For the express purpose of selling my goods. 30

Q. How often was that their business, as you understood it ?

A. Well, that was 6 or 7 times. I can't rightly say.

Q. What season of the year was it ?

A. From May till August.

Q. Well, did you forbid them doing anything ?

A. I did.

Q. What did you forbid them ?

A. I forbid them going into my house to sell my goods.

40

Q. Did you forbid them anything further in regard to taking your goods away?

A. I forbid them selling them.

Q. Afterwards you called in counsel?

A. I did.

Q. And then who did the talking to the Sheriff after that?

[Objected to in that form.]

10 *By the Court:* Q. Do you know anything about who did the talking after that?

A. When he came there before the last time, before the day that he sold, I forbid him positively going into the house, any part of it, or selling any of the goods. I did that myself; after that Mr. Pitney did.

Q. Did you hear him?

A. I did.

By Plaintiff's Counsel: Q. Were the goods taken away, any of them.

20 A. Yes, sir.

Q. Did you ever see them again?

A. I saw some of them.

Q. Which one was it that you saw?

A. What was sent back to me, the \$200 worth of goods.

Q. Were those the goods that you had bought yourself, or some that you had had at the farm previously?

A. Some that we had had at the farm previously.

30 Q. Did you ever see those that you had bought yourself, those that were taken away?

A. I saw some of them.

Q. Now, do you recollect any of the goods that were taken away that you bought yourself?

A. I do, indeed.

Q. Now, then, see if you can mention any of them? Did you have a complete list of them furnished you by anybody?

A. I had a list of all that was taken out of the house.

40 Q. Who furnished it to you?

A. There was a list given to me of the appraisement. There is the list.

Q. Who furnished that to you; do you know the hand writing?

A. No, sir; I don't know that writing. I don't know who wrote that.

Q. See if there are any of the goods on that list that were taken away from you.

[Objected to in that form—objection overruled. 10 Defendants' Counsel prays an exception to the said ruling of the Court, and that his exception be sealed, and it is sealed accordingly.]

{ L. S. }

20

30

Q. Do you recognize any of the goods there?

A. There is not a piece on here but what was taken away.

Q. Now, commence at the beginning.

A. Nothing but what was taken out of my house?

Q. Have you looked that list over for that purpose?

A. I have.

Q. Have you compared it with the bills of the goods that you bought?

A. I have.

40

[Objected to on the ground that the witness knows nothing about the handwriting of the list, and the list she has compared it with should be produced.]

The Court : Unless it is shown these are the goods that were bought, I shall rule out the whole evidence.

[Question and answer ruled out.]

Q. Have you the original bills for these goods, when you purchased them ?

10 A. I have.

Q. Have you examined the bills and looked at the prices which you paid for these goods ?

A. I have.

Q. Have you looked at the list of goods to ascertain the valuation of goods that were taken ?

A. I have.

Q. According to your recollection of what they were when they were taken away ?

20 A. You mean the list of goods that I bought, the valuation when I bought them ?

Q. The value of the goods that Sheriff Hoffman took away, when they were taken, and at the time they were bought ?

A. Well, the appraiser—

Q. What is your judgment of it, not the appraisers ?

A. I have the bills and the prices of the goods that I paid for them when I got them ; some of the goods were nearly new, and some were not new.

Q. Worn ?

30 A. Yes, sir, worn.

Q. Look at the list of goods there, the first article you see tell us what it is ?

A. Green bedroom suit.

Q. What did it cost ?

[Objected to.]

Q. *By the Court* : Do you remember what it cost ?

A. I know it cost \$28.

[Objected that the value when it was taken away should be given. Objection overruled.]

40 Q. What was it worth to you when it was taken away ?

[Objected to in that form, that the question should be, not what it was worth to her, but what was the market value of the goods.]

The Court: I understand the rule to be that the value of the goods, undoubtedly, as they stand there is the criterion, but it means just this: what could the same kind of furniture be replaced for? That is the criterion that means the value of the goods, the market value of the goods. The mere fact that she didn't have the money to do it is not an element at all in the case; 10 she is supposed to be able to replace them.

Q. Could you buy another set any cheaper than that at that time?

[Objected to.]

The Court: Ask her what was the value of that furniture, what was it worth that day,—the first article on the list.

[Objected to that she is not an expert. Objection overruled.]

A. The first article on the list is a set of furniture 20 I bought at the manufacturers, at manufacturers price; \$28 was what I paid for it. I had had it 3 years. I had used it, although it was not much the worse for wear.

Q. What could you have bought another set like it for then, in your judgment?

[Objected to.]

Q. What was it worth at that time?

A. It was worth every cent I paid for it, to me, that day.

30

[Defendants' Counsel moves that the answer be overruled, on the ground that the question is not what it was worth to her.]

[Answer ruled out.]

Q. (*By the Court*) What would it have been worth to anybody who kept a boarding house to purchase? The idea is just this, what could you restock the house with that kind of furniture for? You could go out and buy furniture at various prices, that had been used. What would it cost to restock the house, taking 40

these things one by one, with furniture of that kind that had been used ; that comes down to what was the market value ?

A. Well, sir, I have gone to auctions and bought furniture, second-hand furniture. I never bought any second-hand set under \$25, \$20 and \$25, never anything that had been used.

The Court : Keeping that rule in mind, you are to ask the question what these goods were worth.

10 Q. The next article ?

A. The next article is a bedroom set and an oak set, same prices, bought at the same time, 4 sets \$28 a set.

Q. Next after the 4 sets of furniture ?

A. Blackwalnut bedstead.

Q. What did that cost ?

A. I paid \$11 for it.

Q. Was it new or second-hand ?

A. It was new when I bought it.

Q. What was its condition when it went away ?

20 A. Not very bad, not very much worn, it was blackwalnut and very good.

Q. How long had these articles been in the house ?

A. 3 years.

Q. Go on.

A. Maple bedstead.

Q. What did that cost ?

[Objected to.]

The Court : Ask what it was worth.

30 *Defendants' Counsel* : It is a very unfair criterion to prove the cost of an article. I object to any proof of the price paid for this furniture.

[Objection overruled. Defendants' counsel prays an exception and that his exception may be sealed, and it is allowed and sealed accordingly.]

{ L. S. }

Q. What did that maple bedstead cost ?

A. \$7.

Q. How much was it worn and how much was it worth when it went away ?

A. It was not worn very much ; there was not any of the furniture in a very bad condition. I generally take care of my furniture ; it was in pretty good condition.

Q. *By the Court* : What was its value at the time it was taken away, what was it worth ? 10

The Witness : to me ?

Q. No, what could it be bought for in the market ?

A. You ask me more than I can tell you. If I had been standing at an auction and had to bid on it, it would have been worth all I gave for it. I can't tell what it was worth the day it was taken away from me. I can't tell that. It is impossible to value the property that way.

Q. What is the next ?

A. Imitation walnut bedstead. 20

Q. What did it cost ?

A. \$5.

Q. Much worn ?

A. No, sir ; not very much.

Q. Go on.

A. There was a light wood bedstead ; \$8 I paid for it.

Q. Next article ?

A. Gilt mirror.

Q. Mention only those things that you bought yourself after you went there. What did the gilt mirror 30 cost ?

A. That is one that was sent back. Dining room chairs.

Q. How many ?

A. 18 taken away.

Q. Were any of those that you had had at the farm ?

A. Six of them we had at the farm.

Q. There were two kinds, then ? How many new ones were there ?

A. There were 12. 40

- Q. And what did those six new ones cost?
 A. \$2 a piece. 21 common chairs.
 Q. What were those ; all the same kind ?
 A. They were a mixture, different kinds.
 Q. For the dining room ?
 A. Bedrooms.
 Q. Can you tell what those cost ?
 A. I ordinarily paid \$1.25 a piece for them, or \$1.
 Q. You can't give the amount that each one of those
 10 in the aggregate cost because they were not classified ?
 A. There were 21 chairs and they were different
 styles of chairs in different rooms.
 Q. The next article after the 21 chairs ?
 A. The next is rocker ; \$3.50 it cost.
 Q. The next article ?
 A. Wood-bottom arm chairs.
 Q. How many ?
 A. Four.
 Q. What did those cost ?
 20 A. \$3 a piece. They were in the first place cane
 seated chairs ; 8 of them. I gave \$3 a piece for them ;
 then I had 4 of them rebottomed with wood.
 Q. How many are there there on the list ? How many
 were taken away ?
 A. They were all 8 taken away.
 Q. Go on.
 A. 2 lots.
 Q. What did they cost ?
 A. They cost \$3.50 a piece.
 30 Q. Go on to the next one ?
 A. What-not that was sent back ; and bureau with
 glass that cost \$14.
 Q. Well, the next ?
 A. One small bureau without glass \$7.
 Q. Go on.
 A. Stand table \$2.
 Q. What is next ?
 A. Washstand, \$1.50, another washstand, \$1.50,
 table washstand, \$3, dressing table, \$2.50, stand, \$1.50,
 40 table, \$1.50, side-table, \$3 50, two kitchen tables, \$1.00

a piece ; a lot of crockery, \$2.00, boiler and tinware, \$3.00.

Q. Were those last items the cost that you have given us ?

A. Yes, sir.

Q. How did you get those prices ?

A. I put them on myself.

Q. From your own judgment ?

A. Yes, sir, it is not beginning to be what they cost me when I bought them, it is what they were worth 10 to me.

Q. These last that you have spoken of ?

A. Yes, sir. the crockery and the kitchen tables, it is what I called them worth when they were taken from me.

Q. Go on.

A. Boiler and tinware, \$3, cupboard, \$, extension table, I paid \$13 for it, 10 sets of crockery, \$23, toilet sets.

Q Is that the cost-or value ? 20

A. That is the cost ; 5 looking glasses, 50 cents a piece, that is what they cost ; parlor set of furniture, 7 pieces, \$100.

Q. What did that include ?

A. It was a sofa, easy chair, reception chair and 4 other chairs.

Q. What sort of condition were they in ?

A. Very good.

Q. Were they new when you got them or not ?

A. They were new when I got them. 30

Q. Do you know whether it was the full price, or whether you got them under price ?

A. I paid the full price, all that was asked.

Q. I mean at that time ?

A. I paid the full price for them, sir ; 56 yards of parlor carpet.

Q. Have you got the cost of that or the value ?

A. I have got the cost of that. I gave 10 shillings a yard for it.

Q. How long did you have it ? 40

A. 3 years.

Q. What was it worth, then, when it was taken away?

A. It was worth more than it brought, more to me.

Q. What was it worth in your judgment?

A. It was worth 10 shillings to me, for the one that was put down in place of it I paid 10 shillings. I didn't buy it, but another person bought it for me, and it cost 10 shillings.

10 Q. What was that worth, the one that was taken away?

A. If I had been buying it I should have been willing to give 75 cents a yard for it.

Q. The next thing to the parlor carpet?

A. 8 yards stair carpet.

Q. What did that cost a yard?

A. That cost me 9 shillings a yard.

Q. What was it worth when it was moved?

A. It was worth 50 cents to me where it lay.

20 [Objected to.]

A. (Witness resuming.) Well, it was worth 50 cents, then.

Q. What would you have been willing to pay for it, if you had wanted it to put down?

[Objected to that that is not the criterion.]

Q. Well, put a value on it.

A. It was worth 50 cents a yard.

Q. What next?

A. 22½ yards of ingrain carpet, number 4; it cost 30 \$1 a yard.

Q. How long had that been down?

A. That had been down only a little over two months.

Q. Was it there when this levy was made?

A. No, sir.

Q. Where was it when the levy was made?

A. I suppose it was in the manufactory yet, or it was in the store.

Q. About 2 months before the Sheriff took the goods 40 away?

A. Yes, sir.

[Objected to that it is not in the issue.]

The Court : He has got a right to show what the carpet was and that it belonged to this lady, assuming that he admits by his pleading that it was levied.

Plaintiff's Counsel : I admit that the Sheriff took it through inadvertence.

Defendants' Counsel : I move to overrule it because they say it was levied on.

[Motion denied. Defendants' counsel prays an exception and that his exception may be sealed, and it is sealed.] 10

.....
 { L. S. }

20

Q. What was that carpet worth that day, that 30 number 4 carpet, 22½ yards, that you paid \$1.00 a yard for 2 months before ?

A. It was worth all that I gave for it.

Q. Did that include making, the \$1 a yard ?

A. No, sir, I made it myself, I didn't ask anything for making it.

Q. What was it worth to sew it together ?

A. If I had hired a woman it would have cost me \$1.

Q. Go on.

A. A lot of old carpet that I had got, I put it down 40

myself at \$8, I valued it at that; it was worth that where it lay.

Q. Could you tell what room it came out of?

A. Yes, sir, if I was there I could show you.

Q. Go on.

A. 18 yards of ingrain carpet.

Q. What did that cost?

A. That cost \$1 a yard.

Q. How long had that been down?

10 A. 3 years.

Q. Go on to the next one.

A. 9 yards more, and 12 yards; 5 pairs lace curtains, I gave \$1.00 a yard.

Q. For the 9, or 12, or for both?

A. For the 9, 12, and 18 I gave \$1 a yard.

Q. How long did you have it?

A. 3 years; it was worth at least 50 cents a yard when it was taken away.

Q. Go on.

20 A. Five pairs of curtains.

Q. What were those?

A. They were the curtains from the parlor windows; they cost \$15.

Q. What were they worth?

A. I paid \$12 for the new ones that I put in place of them if that is my criterion.

Q. Were these torn or worn?

A. Yes, sir, some.

Q. How long did you have them?

30 A. 3 years, the same time I had the carpets.

Q. Proceed.

A. 28 yards of oil-cloth.

Q. What was it worth? what did it cost?

A. Part of that oil-cloth cost \$1 a yard and part 75 cents.

Q. How much was it worn?

A. Some of it was worn and some was not much worn; some was worn considerably and some not any; you could hardly see it was worn. It was worth all 40 of 75 cents a yard to me, any way.

Q. The next item.

A. 10 pairs of sheets, \$21

Q. Is that the cost or what they were worth ?

A. I paid 16 cents and 18 cents a yard for the muslin, and made that up myself, 5 yards to the sheet.

Q. What were they worth ?

A. They were worth \$16. 3 blue counterpanes cost \$4.20 ; they were not worn a great deal. One quilt \$2.

Q. Was that worn any ?

10

A. Not very much, very little. Next, one mattress \$2 50, a husk bottom.

Q. Was that the first cost you are putting there ?

A. That is my own price.

Q. Do you know what it cost ?

A. They cost \$6, those hair mattresses.

Q. What is the next ?

A. One wedge bolster ; I gave \$2 for it.

Q. What next ?

A. 4 feather bolsters

20

Q. What were they worth ?

A. They were worth \$8.

Q. What next ?

A. 14 pillows, \$21.

Q. Is that the worth or cost ?

A. \$28 is what they cost.

Q. What were they worth ?

A. They were worth \$20.

Q. The next item.

A. One pair of pillows, \$4 ; that is what they were 30 worth.

Q. Go on.

A. 11 straw beds ; they were worth \$20.

Q. Next.

A. Spring for one bed, \$5.50.

Q. That is what it cost ?

A. Yes, sir ; as good as the day I bought it.

Q. Go on.

A. One piece of stair oil-cloth, \$2.50 ; 2 window shades, \$3 ; stair rods, \$1.25.

40

Q. Is that cost or value?

A. Stair rods, that is not cost, that is my own valuation; you couldn't buy stair rods for that. 2 wedge bolsters \$4; 4 mattresses, hair and husk mattresses; 1 jute mattress and two husk mattresses.

Q. Now, give us the price of those mattresses and the value.

A. The 4 hair and straw husk mattresses were worth \$6 a piece, and the jute, \$12, and the two husk 10 mattresses, \$16; I paid \$24 for them, but they were worth \$16; there is another mattress, \$8.50.

Q. Is that value or cost?

A. That is value.

Q. Is that all?

A. That is all.

Q. Whereabouts in your house were these goods when they were taken?

A. They were distributed in different rooms in the house.

20 Q. What was the result on those rooms of taking away the goods?

A. The result was I hadn't any furniture in them; I couldn't put anybody else in them; and those that I had I had to move out. I did the best I could. Some of the rooms where the things were entirely taken, and people were in, I had to change them. I did the best I could.

Q. Were you put to any inconvenience by the removal of these goods?

30 [Objected to.]

A. I should think it was a little inconvenience to me.

[Objected to. Ruled out.]

Q. What was the practical effect of the Sheriff's going there and advertising the goods, and going with his assistants, etc., upon your business as a boarding-house keeper?

A. In the first place the goods were advertised over 40 a month; a week before they were taken away people

came to my house, looking for board. They would ask me—

[Objected to that the witness should not give conversations between herself and anybody who called.]

The Court: You will have to confine yourself to the actual damages.

Q. Take the actual removal of the goods, never mind what occurred before; but take the actual removal of the goods; what was the effect upon your capacity to keep boarders, and upon your actual business? 10

[Defendants' Counsel objects to the question in that form, and states that if there were any boarders actually lost by the levy, it is proper to show it.]

The Court: The special damage must be shown, and if she lost any boarders on account of this thing, she can show them.

Plaintiff's Counsel: I propose to show that she did lose boarders, but I propose to go further than that. We are entitled to the necessary effect upon the public by a thing of that kind. 20

The Court: I never heard of proving matters of opinion in such cases as this. You have got to show that she lost custom by it, and who she lost; and to show the facts from which the jury can determine the effect.

Q. Were you in the same condition to keep boarders, after these goods were removed, as you were before?

[Objected to.]

Plaintiff's Counsel: I propose to show she hadn't 30 any goods to put in the place of those that were taken away, that these were not surplus goods.

[Objected to—that it does not appear that the house was filled with boarders.]

The Court: I think you ought to show that the boarders were inconvenienced and left, on account of this levy.

Q. Were any of your boarders inconvenienced by this levy?

[Objected to.]

Q. What inconvenience did you or your boarders suffer by reason of that levy?

[Objected to as irrelevant and as matter of opinion, and as out of the question. Objection overruled. Defendants' counsel prays an exception and that his exception may be allowed and sealed, and it is allowed and sealed accordingly.]

10

L. S.

20

A. They suffered great inconvenience.

Q. What was it?

A. In the first place, I had 8 applications for boarders, it was in the height of the season; the people came into my house, I had no place to put them; I couldn't show them the rooms; I had to take some
30 ladies into the rooms and show them how they were torn up, and had no parlor to take strangers into, and no place to put them in; and if that is not inconvenience, I don't know what is. Those people I couldn't take came expressly for board, and I couldn't take them because I had no place to put them. That is part of the inconvenience I suffered from it.

Q. Is there anything else?

A. I think it was rather an inconvenience for me to have everything torn up and have nothing to carry on
40 my business with. I hadn't money to buy new things;

they took my goods away and sold them ; if it was no inconvenience to me, it is very strange. It was a great damage to me ; I lost hundreds of dollars by the operation, by not being able to take people who came to my house to board for the Summer, by which I made my living.

Q. Was any of this furniture taken out of the rooms actually occupied by your boarders ?

A. Yes, sir, it was.

Q. In how many instances was it ? 10

A. It was taken out of No. 7, it was occupied by a family ; it was taken out of No. 15, that was occupied by a family ; it was taken out of No. 14, that was occupied by a family ; it was taken out of No. 9, that was occupied, not No. 9, but No. 17; it was taken out of No. 12, it was occupied, and No. 10 it was occupied.

Q. How did you manage about that ?

A. I put some of the people in some of the other rooms on the wing of the building, some of the goods on the wing of the building I took out of the wing and 20 put them where they had taken them out.

Q. Did you have furniture to fill those all up ?

A. No, sir.

Q. Were you able to furnish your rooms after these were taken away as they were before or as they should be ?

[Objected to.]

Plaintiff's Counsel: I propose to show she didn't have the furniture there.

[Objection overruled.] 30

A. I hadn't the furniture.

Q. You didn't have the furniture on hand ?

A. No, sir, I hadn't.

Q. When these people came to see you about getting board, were you able to show them your rooms furnished ready for use ?

A. No, sir, I wasn't

Q. Do you know whether these persons coming to get board wanted to board for a day or two, or for the season ? 40

[Objected to as hearsay—objection overruled. Defendants' counsel prays an exception and that his exception may be sealed, and it is allowed and sealed.]

{ L. S. }

10

A. For the season.

20 Q. How long did you lose the use of these rooms?
[Objected to as irrelevant.]

The Court: I don't understand the question—how long they were actually stripped, as a matter of fact?

Plaintiff's Counsel: Yes, sir.

The Court: I am very strongly of the opinion that the proof of damages resulting from the stripped state of that room, except the damage that resulted from the time, from the inconvenience immediately accompanying the act, is very questionable.

30 Q. How soon after this thing occurred was it that these persons came there?

A. Mrs. Van Horn and Miss Vreeland, from Jersey City, came to my house on Wednesday; the goods were taken out Tuesday. Mrs. Leach came to my house to get board, she was there on Friday; I had no room to show her. Mr. Congreve came to my house to get board for himself and wife for the Summer; I had no place to take him in.

Q. When?

40 A. That week there was a gentleman came with his

daughter, that I couldn't take in at all. I didn't learn his name, he wanted to board for the Summer. Those people all came to my house to get board while my house was torn up.

Plaintiff's Counsel: I want to show, now, by the continuation of that state of affairs, that she didn't get other boarders to take the place of those whom she couldn't take.

Q. How soon did you get boarders to fill up, after that? 10

[Objected to as irrelevant—objection overruled. Defendants' Counsel prays an exception and that his exception may be sealed, and it is accordingly allowed and sealed.]

{ L. S. }

20

A. I didn't fill it up at all. 30

Q. *By the Court:* When did you furnish your house?

A. In about 2 weeks, but not under 2 weeks.

Q. Did you put the furniture in as soon as you could?

A. Yes, sir.

Q. Did you get boarders in time?

A. No, sir.

Q. How long was it before you were able to fill up these rooms which you were unable, on account of 40

their bare condition, to show to these people that called the week the goods were taken away?

[Objected to.]

Q. In the purchase of these goods did you pay a high price or a low price?

[Objected to. Allowed.]

A. I bought those goods as cheap as I could buy them. I went to the manufacturers and bought the furniture, a good deal of it; some of it I did not buy
10 at the manufacturers, but I bought as low as I could at that time when I bought it.

Q. When you were running this house and keeping those boarders as you have stated did your husband know with regard to how it was being done?

A. Yes, sir.

Q. What was the management if anything between him and you as to the proceeds of the business?

[Defendants' counsel objects to any bargain between the husband and the wife in reference to this matter
20 as against creditors, on the ground that the wife living in the house with the husband is presumed to be performing part of her duties as a wife in the house and that the husband is entitled to the labor and services there and to undertake to show a private bargain between husband and wife as against creditors is altogether irrelevant and improper.]

[Objected to on the same grounds as before—objection overruled. Defendants' Counsel prays an exception and that his exception be sealed, and it is allowed and
30 sealed accordingly.]

{ L. S. }

The Witness: Well, sir, when I went into that house I was to do all that I could do to support my family. I went there with the intention of getting my living; I bought everything that came into the house and paid all the bills. I did all the business in my own name for myself and my family, and as for there being any special arrangement entered into to cheat creditors, that is a mistake; never was such a thing thought of, let alone being said between myself and husband. 10

Q. Did he know you were doing this in your own name, buying goods in your own name?

[Objected to on the same grounds as before. Objection overruled. Defendants' counsel prays an exception and that his exception be sealed, and it is allowed and sealed accordingly.]

{ L. S. } 20

30

A. He did.

Cross examination.

By Mr. Shipman:

Q. How long have you been married to Mr. Luse?

A. 26 years last December. 40

Q. Where were you living at the time of your marriage ?

A. I was living in Chester.

Q. What was Mr. Luse doing there ?

A. Living on a farm.

Q. How long did he live on a farm after you were married ?

A. From December till April.

10 Q. Were you living in his family at the time of your marriage, as a member of his family, where did you live at the time of your marriage with Mr. Luse ?

A. I lived in Chester.

Q. In the same house Mr. Luse lived in when you were married ?

A. I lived in the same house Mr. Luse lived in when I was married.

Q. How long did you live there after your marriage with Mr. Luse in that same house ?

A. I told you I lived there from December till April.

20 Q. How long did you live there before that ?

A. I might have lived there longer and I might have lived there less.

Q. Where did you go after that ?

A. I came to Morristown to live, sir.

Q. Mr. Luse moved here ?

A. Yes, sir.

Q. Where did he move ?

A. On to a farm in Morristown.

Q. How long did he live there ?

30 A. I don't know that I can tell you exactly.

Q. Oh, about the time ?

A. Well, some two or three years.

Q. Then where did you go ?

A. I still live in Morristown.

Q. Well, what did you do ?

A. I kept my house and attended to my own business.

Q. Did Mr. Luse live with you ?

A. Yes, sir.

40 Q. He was the man about the house ?

A. We have never been separated, I believe.

Q. You bossed the job, did you?

A. I don't know that I have any right to answer such a question.

Plaintiff's Counsel: What is the meaning of "boss the job?" I ask on behalf of the witness.

Q. Where did you move to from the farm?

A. I moved in Market street.

Q. In to what kind of a house did you move? 10

A. A small house—a small frame house.

Q. What did you do in it?

A. My husband was the postmaster and I kept the house.

Q. How long was your husband postmaster?

A. Some six or eight years.

Q. Did you do any business besides that while he was postmaster; any other business?

A. Whom do you mean?

Q. You or your husband, I don't care which. 20

A. I took care of my house and he attended to the postmaster's business.

Q. Did you do anything else but that?

A. I took care of my family.

Q. That is the way your husband provided for a living while he was postmaster and you took care of the family?

A. Yes, sir; that was it.

Q. When did he quit being postmaster?

A. When his time expired. 30

Q. What year was that? Some other administration got in, I suppose, and turned him out?

A. I couldn't tell how long it is.

Q. Well, about?

A. I don't know how long it is.

Q. Twēnty years ago?

A. I presume it is.

Q. About 1860, was it?

A. I don't remember the year.

Q. About that time, was it? 40

A. You can put it that time if you want to; I don't remember myself.

Q. Where did you go after your husband went out of the postoffice?

A. Went back on the farm again.

Q. Was that your husband's farm?

[Objected to as irrelevant.]

A. It is a farm my husband has the use of while he lives; that is, he has the interest of it, whatever it is.

10 Q. The title is in trustees?

A. Yes, sir.

Q. How long did you live on that farm?

A. I lived there some two or three years—something like that.

Q. About what time was that—before or after the war?

A. Before the war; I was living there the first year of the war; I was living there then.

Q. When did you move off the farm again?

20 A. We moved from there in the course of eighteen months.

Q. Where did you move to then?

A. In the Farmers' Hotel.

Q. That is in this city?

A. Yes, sir.

Q. In what part of this city?

A. Well, it is in Market street, I believe.

Q. How long did you live there?

A. Two years.

30 Q. Did your husband own or rent the place?

A. The property was in the trustees' hands and he occupied it—had the use of it while he was there.

Q. Kept a hotel there?

A. Yes, sir; kept a hotel there.

Q. Did he conduct that without you?

A. He conducted it.

Q. You lived in the house and assisted in the household duties?

A. I did my housework as usual; I attended to my 40 household duties.

Q. How many rooms did your husband furnish in that house ?

A. I can't tell you—I don't know.

Q. You don't know at all ?

A. No, I do not.

Q. Can't you tell about how many ?

A. Some 12 or 14 rooms in it.

Q. Parlor carpets there too ?

A. We might have oil-cloth on the parlor ?

Q. I don't ask you what you might have had ? 10

A. There was carpet on the parlor.

Q. Where did you move to from that Farmers' Hotel; how many years did you stay there ?

A. Two years, I told you.

Q. Where did you move to from there ?

A. I went still again to the farm.

Q. Where did you take this furniture that you removed from the Farmers' Hotel ?

A. We didn't remove any from there.

Q. You left it all there ? 20

A. Yes, sir.

Q. Then the farm house was furnished before you went there the last time ; how did you leave goods there ?

A. We bought some goods and put in it when we went back there after selling out the Farmers' Hotel.

Q. Did you sell all your goods out at the Farmers' Hotel ?

A. Yes, sir, at private sale to George Hedden the man that occupies the house now.

Q. Your husband made that arrangement did he ? 30

A. He did.

Q. What year was that in ?

A. That was the third year of the war ; I don't remember the dates.

Q. You carried no furniture from the Farmers' Hotel to the farm house ?

A. We took a very little.

Q. What did you take ?

A. We took a bed to sleep on and some chairs and a table to eat off of and a wash-bowl. 40

- Q. Is that all ?
- A. I don't remember definitely every piece of furniture but we took but very little.
- Q. You don't say that was all ?
- A. I took very little.
- Q. You bought some new ?
- A. We did buy some new.
- Q. How long did you live on the farm the last time ?
- A. A year.
- 10 Q. Then what did you do ?
- A. Went into the United States Hotel.
- Q. What year was that in ?
- A. I think that was nine years ago, nine or ten years ago.
- Q. How long did you live there ?
- A. Five years.
- Q. Was that your husband's house or did he rent it ?
- A. He rented it.
- Q. Of whom ?
- 20 A. Mr. Drake.
- Q. What is Mr. Drake's first name ?
- A. Jacob O. Drake, of Chester.
- Q. Where did you get the furniture from that was in that house ?
- A. We bought Mr. Drake's furniture that was in the house when we went there, and took what we had on the farm with us.
- Q. Who bought that, you or your husband ?
- A. Mr. Luse.
- 30 Q. Did Mr. Luse carry on the hotel there ?
- A. He did.
- Q. How many rooms did he furnish there ?
- A. I think there were 30 rooms all told in the house.
- Q. Were they all furnished ?
- A. Five years.
- Q. That brought you up to what time ?
- A. That brought me up to the time I went to the Park House.
- Q. You went on the farm after you left the hotel ?
- 40 A. For only three months or two months.

Q. What became of the furniture that was in the United States Hotel?

A. It was sold at auction.

Q. All of it?

A. All but a very little.

Q. Did Mr. Luse sell it himself?

A. He did.

Q. What did you do with the little that was left?

A. Took it to the farm.

Q. Now, then, you say you stayed three months on 10 the farm?

A. Two or three months; we went there in the middle of April and stayed, I don't know exactly how long; not over three months.

Q. Do you know how much Mr. Luse realized on that sale?

A. No, sir, I don't know.

Q. Then did you move any furniture from the farm to the Park House?

A. Very little.

20

Q. How much did you move?

A. First we moved the bed and bedding that we used in our own room; I had one bedstead and bed in the front room over at the farm that I took over to the Park House; I had one bureau and looking-glass, piano, stove; I had some pillows and some sheets and pillow-cases and a very few dishes, just what we could barely live with, and I had one carpet and some pieces of old carpet that were put down in my own bedroom, and the cooking utensils that belonged to 30 the cooking stove, and the wash-tub to do my washing in.

Q. Who helped you move over to the farm when you moved from the United States Hotel; who carried your goods over; did you have wagons to help you, or how?

A. We had very little to move and our wagon took away what we had to move.

Q. Your own wagon took it all?

A. Yes, sir, it did.

40

Q. This \$200 worth that was set off to your husband by the Sheriff—were those all old goods?

A. They were.

Q. None of them were purchased after you went to the Park House?

A. Not anything that was sent back that I know of.

Q. Have you got that list?

A. I have not got it here. The list of goods that were sent back do you mean?

10 Q. Yes, the \$200 worth.

A. Those that Mr. Pitney had, that was not the list of goods sent back at all.

Q. Where did you get that list?

A. That was a list taken, I presume, by the assessors.

Q. Where did you get the list that you had figured on?

A. I got it from among the bills that I had shown to Mr. Pitney for him to see, and I picked it up from among those papers that were put into his hands to use.

20 Q. Where did you get that list that you read from a little while ago?

A. I took it from among a lot of bills.

Q. Who drew it off?

A. I can't tell you.

Q. When did you first get it?

A. I looked it over the other day.

Q. Who gave it to you?

A. Mr. Pitney.

Q. How long ago?

30 A. A couple of weeks ago.

Q. That is the first you ever saw it?

A. Yes, sir.

Q. You say a couple of weeks ago is the first you ever saw this?

A. Well, I think so, I am not positive; it may be over two weeks; it may be three.

Q. Well, it is recently?

A. Yes, sir.

40 Q. Now this lead penciling on that paper is all in your handwriting?

A. That was done in my presence.

Q. Who did it ?

A. A gentleman, Mr. Thatcher, at my direction ; I sat by him when he did it.

Q. These other figures here in black marks, they were made by the appraisers, were they ?

[Objected to.]

Q. You understood that these figures along this right hand margin were the figures of the appraisers ?

A. I did.

10

Q. Who told you so ?

A. When I took up the bill Mr. Pitney handed it to me, and he said it was the appraisers' bill—a list of the appraised goods rather.

Q. What time in the year was it that you moved down to the Park House ?

A. I think it was in June.

Q. About what year ?

A. Well, it is four years or three years, last June, I think it was.

20

Q. That was in 1874 ?

A. Yes, sir ; I think so.

Q. Now all the time while your husband lived in the United States Hotel, he was afflicted a good deal with the rheumatism, wasn't he ?

A. He was.

Q. Fingers and hands a good deal drawn up, weren't they ?

A. Yes, sir.

Q. And his feet too ?

30

A. Yes, sir.

Q. He attended to his business there, didn't he at the United States Hotel ?

A. Part of the time.

Q. Looked after his business ?

A. Part of the time.

Q. Who helped him ?

A. Some time when we were first in the United States Hotel we had a man hired, and when Stephen came home he stayed home and took charge of the business. 40

Q. Who is Stephen?

A. Mr. Luse's son.

Q. That is his son by a former marriage?

A. Yes, sir.

Q. How old was his son Stephen?

A. I think he is fifty-four.

Q. Did Stephen live all the time that he was at the United States Hotel after he returned?

A. Yes, sir.

10 Q. Now after you went to the Park House did Stephen live with you there?

A. Stephen lived with us there.

Q. How long was he with you in the United States Hotel?

A. He has been home seven years.

Q. All that time he has been helping his father?

A. He came on Christmas time, about Christmas time and stayed home until about the time—until the
20 last of September, and he was going away and his father said: "Stephen you better stay; I will have to have some one to do for me and you might as well stay as any one." He stayed home; he has been home since.

Q. Now when you went to the Park House Stephen went along there?

A. He did.

Q. And he helped around the house there, didn't he, the same as he did in the United States Hotel?

30 A. He went to the Park House and he is there yet.

Q. And he helps around the house?

A. He carves my dinner meat for me; that is the help I get from him in the house.

Q. Did he do that in the United States Hotel?

A. He did.

Q. What else did he do at the United States Hotel?

A. He had charge of the bar, waited on the customers and attended to the house generally.

40 Q. He does about the same thing at the Park House, doesn't he?

A. He has nothing to do with the Park House exclusive of the office.

Q. My question is what does he do; what kind of labor does he perform?

A. I don't know that he ever labors there. I have never seen him working.

Q. Then he plays the gentleman excepting carving the turkey?

A. He carves for me at dinner time; he makes out my bills for me. 10

Q. What else does he do?

A. He has charge of the office and attends there; he makes out the bills.

Q. Lights people to their rooms?

A. Sometimes he does and sometimes he does not; very seldom that he does that part of the business.

Q. If people come in there and register their names he finds them a room?

A. Sometimes and sometimes he does not. 20

Q. He is gentleman at large and you do all the business?

A. I do my business and he does his; my business is keeping a boarding-house and I try to attend to it.

Q. No doubt about that at all; I want to find out what Stephen does?

A. You must ask Stephen; I am not accountable for Stephen.

Q. Certainly you are.

A. Not at all; Stephen takes care of himself and I do of myself. 30

Q. You consider Stephen capable of taking care of himself?

A. I hope he is.

Q. Some doubts about it?

A. I presume he can do it.

Q. You better tell what Stephen does because I mean to have it out?

A. Go and see him and ask him; send for him to come here and ask him what he does for a living; I am 40

not interested with Stephen—I know nothing about him; I attend to my own business.

Q. I am going to ask you?

A. You can ask till dark if you please.

Q. I will keep on till after dark till I find out.

A. Well, go on.

Plaintiff's Counsel: It is not within the issue.

Defendants' Counsel: I want to find out who runs the establishment.

10 *Witness:* I do it, sir.

The Court: What has Stephen to do with this matter? She says Stephen had nothing to do with it.

Defendants' Counsel: I want to show that he acted under his father's direction.

Q. (By the Court): If he did anything around the house state what he did.

A. He has done nothing about the house that has to do with me at all except what I have told you.

Q. Does he get any pay?

20 *A.* I don't know anything about his pay.

Q. Who employed him there?

A. I did not.

Q. Does his father employ him?

A. I don't know anything about what his father does or anything about it.

Q. Is Stephen married or single?

A. He is a married man.

Q. Where is his wife?

A. She is living in Paterson.

30 *Q.* Doesn't live here at all?

A. No, sir; she does not.

Q. Does she keep house there?

A. I don't know.

[Objected to.]

Defendants' Counsel: I offer to show that the whole of this case is a fraud and pretense, and I offer to show by this lady herself that Stephen is employed there by his father, that he maintains his family out of the labor and services which he renders in this house, and
40 that his father is the man that runs it, and that she

works there just as a woman ought to work and render service to the house, and all this is forced into the Court to enable Mr. Luse to escape his debt.

The Court: Give us your question.

Q. My question is what services does Stephen Luse render in this house?

A. He is in the office, he has charge of it; when I went into that house, if you will allow me to tell you, I will tell you the story so you may understand the position Stephen occupies there. 10

The Court: Just state what he does around the house?

A. He does nothing for me nor my family, nothing.

Defendants' Counsel: Your Honor will perceive that is no answer.

Witness: He has charge of the office; that is where he stays and lives; he is just as separate from us as any gentleman that is here.

Q. (By the Court): What is this office; just be kind enough to say what this man does about the house, 20 whether he does it for you or anybody else?

A. He has charge of that office; he has a register there; he registers the names of people that come into the house; he keeps the account of my boarders; he makes out my bills; he carves for me; he lives there as one of my own family, and has ever since he came home; when I went into that Park House we expected to have a licensed house; we didn't have it, and Mr. Luse wanted me to take Stephen into partnership with me in the boarding house; I said, "no." 30

The Court: Never mind about that.

Witness: Well, that is all I can tell you; that is all I know about it. He lives there the same as one of my children would live there, and he does that much for me.

Q. You say there is a bar connected with the house?

A. Yes, sir.

Q. Does he sell anything there?

A. I never have seen him sell.

Q. Do you know whether he does? 40

A. I can't swear to that for I don't know.

Q. Didn't Stephen ever tell you so ?

A. He never has said one word about it.

Q. Nor your husband ?

A. No, sir.

Q. You have no personal knowledge that there has ever been anything sold there at your house at all ?

The Court: I don't think it is relevant.

Q. Does Stephen have any pay for his services ?

10 A. He does not render us any services.

Q. Does he get any pay ?

A. Who would he get pay from when he does for himself and not for us ? Who would pay him for working for himself ? He has not got any pay from me that I know of, or my husband since he has been in the house.

Q. As far as you know he does not get any pay ?

A. I don't know that he gets anything.

Q. Was this Park House advertised to the public ?

20 A. Yes, sir.

Q. In whose name ?

A. In N. B. Luse's name.

Q. In public newspapers ?

A. In the newspapers of this town.

Q. Always has been advertised in that way ?

A. Never been in the paper in some time. When we first went there we expected to have a licensed house, and my husband expected to be the proprietor, but he was refused the license ; and he has never had
30 anything to do with it since.

Q. Did he apply for a license ?

A. No, sir.

Q. Didn't he apply to the Council ?

A. No, sir.

Q. Didn't he present a petition to the Town Council ?

A. I think not.

Q. Don't you know it was contested there a number of times ?

A. He advertised in the paper, which is requirement
40 of the law, for three weeks, I think, in the town.

papers, and there was a remonstrance made up against the house being a licensed house, and I think he withdrew the petition which he intended to present to the Council, but I don't think it ever went before them.

Q. [Paper handed to witness.] This is the "Jerseyman" of this week, 20th Feb., 1877.

A. [Reads.] "Park House now open for permanent and transient boarders. This hotel is situated on the north side of the park, near the Presbyterian Church, being centrally located, free from all noise and confusion. The house has been rebuilt and furnished in good style, etc. N. B. Luce, proprietor." That was put in when we went into the house and there it has remained.

Q. Ever since?

A. Yes, sir.

Q. It has never been taken out; the form of it has never been changed?

A. Never have done anything with it.

Q. Have you ever issued circulars? 20

A. No, sir.

Q. Any cards?

A. Yes, sir.

Q. In whose name were they?

A. In Mr. Luce's.

Q. Did you issue those cards every year?

A. No, sir.

Q. Have you got one of those cards about you?

A. No, sir.

Q. Any at home? 30

A. I think there is; I am not sure.

Q. Those cards you sent to New York, I mean?

A. I gave them to people that came into the house generally; I don't know that I ever sent any away.

Q. When did you have any of those cards last printed?

A. It is a long time.

Q. About how long?

A. I can't tell you when; I don't think we have ever had any but twice. 40

Q. Well, the last time ?

A. I can't tell you for I don't remember.

Q. How long a time was the last printed after the first were printed ?

A. I can't tell you.

Q. A year after ?

A. When we first went in there we had some cards struck off and distributed.

Q. How many the first year ?

10 A. I don't know.

Q. A good many.

A. I don't know.

Q. 100 or 200.

A. There were some struck off and they were distributed and after they were gone we had a few more struck off.

Q. How soon after they were gone did you get the others struck off.

A. I don't know.

20 Q. Can't you come near it ?

A. I don't know.

Q. Was it a year ?

A. I don't know.

Q. Two years ?

A. I don't know ; I know there has not been any in sometime.

Q. You can certainly tell whether it was two years after you went into the house or not ?

A. I have not been in the house but three years.

30 Q. Now then, the first year right away after you went into the house you had a lot of cards struck off ?

A. It may be two years or eighteen months.

Q. Was it two years or eighteen months that you had the second edition of cards struck off ?

A. I don't know, I cannot tell you for I don't know. If I knew I should certainly tell you.

Q. Where did you get them struck off ?

A. I guess at—

Q. Those cards you have distributed every year
40 haven't you since you have been in that house ?

A. Given to anybody that came in.

A. And they are in the rack there for people to take them, anybody that wants to?

A. I don't think there is any in the rack; I don't think there ever has been, I am not sure.

Q. Now, after you went into the Park House here your husband helped around the house the same as he had done in the United States Hotel, as far as he could?

A. He never has had any charge of anything since I went to the Park House. 10

Q. Has he done anything in this new house?

A. Not anything; he has been part of the time not able to get out of his bed, and part of the time so he is able to go around. His principal occupation this is to take his horse and carriage and ride to the farm house. He has not been out since the first snow fall.

Q. Has Mr. Luse, your husband, rendered any services, done anything in this Park House since you have been living in that house?

A. He has not. 20

Q. Nothing at all?

A. Nothing, sir; he does not do anything, has not done anything since we have been there.

Q. Hasn't he waited on the customers any?

A. He has done nothing that I know of.

Q. Has he waited on the table any?

A. Never in his life.

Q. Never in his life?

A. He never did that in the United States Hotel, let alone in the Park House. 30

Q. Never did anything like that in the United States Hotel?

A. He did not wait on the table, sir.

Q. Has his health been as good in the Park House as it was in the United States Hotel?

A. It has not.

Q. How long has it been worse?

A. He is an old man and a feeble, infirm man; he has been growing worse these years, and he has come to the time that he is not able to come out of his room. 40

- Q. How long is it since he left the U. S. Hotel that he got worse in health?
 A. Every week since he left.
 Q. Then he does not do anything at all, now.
 A. He does not.
 Q. How much family have you?
 A. I have one child, sir.
 Q. Married or single?
 A. Single.
- 10 Q. Son or daughter?
 A. Daughter.
 Q. Lived with you ever since you have been in the Park House?
 A. Yes.
 Q. Rendered you assistance there?
 A. She does what she can.
 Q. Do you have servants in the house?
 A. I do.
 Q. How many?
- 20 A. Four.
 Q. Who pays them?
 A. Myself.
 Q. You pay them always?
 A. Yes, sir.
 Q. You deliver them the money?
 A. Yes, sir.
 Q. Who keeps the account of their wages?
 A. I keep it myself.
 Q. All of it?
- 30 A. Yes, sir.
 Q. Who keeps the money received for boarders?
 A. I take it myself.
 Q. All of it?
 A. Yes, sir.
 Q. How long have you taken it?
 A. Ever since I have been in that house.
 Q. Who keeps the books?
 A. Stephen keeps the books; when anybody comes into the house they put their name on the register.
- 40 Q. In whose name is the register of the house kept?

A. The Park House, and when the week is up with a boarder I come to him and say, "Stephen, I want you to make out the bill;" he makes up the bill; I present it to my boarder and receive the money.

Q. How is the bill headed?

A. Park House.

Q. Anybody's name to it?

A. My name is to the bottom of the receipt.

Q. Whose name is at the top?

A. None except the Park House.

10

Q. That is all?

A. That is all.

Q. Simply "Dr. to the Park House?"

A. Yes, sir.

Q. How long have you been in the habit of signing receipts?

A. Ever since I can remember almost; do you mean for the Park House or any house?

Q. Any house.

A. I always sign receipts when I receive money.

20

Q. Did you receive money the same way in the U.S. Hotel?

A. My own personal affairs, I did; I did not receive the receipts of the United States Hotel.

Q. Had you business separate from your husband's in the U. S. Hotel?

A. I always hired the servants and paid them.

Q. In the U. S. Hotel?

A. Yes, and in all the other houses where I have been over the household duties, I have hired the ser- 30
vants.

Q. This is no new custom in the Park House?

A. It is from the boarders.

Q. I am speaking of the servants?

A. Servants I have always hired in my house.

Q. When did you first purchase any furniture?

What was the first furniture that you purchased?

A. I purchased some of those bedroom sets.

Q. When?

A. When I went into that house.

40

- Q. When did you purchase them ?
 A. I can't tell without referring to the bill; I couldn't remember the dates.
 Q. Well, about the dates as near as you can ?
 A. It was when I went into the house.
 Q. When you first went into the house ?
 A. When I went into that house and furnished it; I sent to Newark and bought the furniture.
 Q. Who went with you ?
 10 A. I went alone the first that I bought.
 Q. Was there anybody went with you ?
 A. Then I went down one day and Stephen and Katie went with me, both of them.
 Q. Katie is your daughter ?
 A. Yes, sir; they went with me one time and I went alone one time; I went alone twice and once they went with me.
 Q. What did you buy the first time you went ?
 A. I bought bedroom furniture.
 20 Q. Did you pay for it ?
 A. I paid some money and I gave my note for some of it; I paid it when the notes came due.
 Q. How much cash did you pay the first time you went ?
 A. Will you permit me to look over the bills ?
 Q. Oh, yes, of course I will. [Refers to paper.]
 \$96.25; you paid the cash ?
 A. I did.
 Q. To whom ?
 30 A. Well, I can't tell you for I don't know.
 Q. Now, you said you bought it of Smith & Hodges ?
 A. Yes, sir, but I paid it to the clerk.
 Q. Well, don't draw it so fine as that; if you paid it in Smith & Hodges house, say so ?
 A. I did in Smith & Hodges house.
 Q. Now, when was that ?
 A. That was 1874.
 Q. What time ?
 A. It was April 30th.
 40 Q. How long had you been in the house then, the

Park House ?

A. I don't know how long ; June 1st was the first bill that I made, \$178.

Q. You mean that is the first bill ?

A. Yes, sir.

Q. You say you paid \$96.25 ?

A. Yes, sir.

Q. Was that after or before you moved into the Park House ?

A. Well, we moved to the Park House in June and I bought furniture for it before I went there and after I went there.

Q. How much furniture did you buy before you went to the Park House ?

A. Well, I went down to Newark and bought a lot of furniture to be sent up to me, and it was sent to me and the bill is April 30th, 1874.

Q. What is the whole amount of that April, 1874, bill ?

A. That is \$96.25.

20

Q. That you paid cash for ?

A. Yes, sir.

Q. What is the next bill ?

A. Then there is a bill of \$171.25.

Q. When did you buy that bill ?

A. That is June 1st.

Q. Is that the date of the bill ?

A. Yes, sir.

Q. Where did you buy that bill ?

A. Oh, I am mistaken ; that is Miller's bill ; I did not notice the heading of that ; that is another thing.

Q. Is that the bill of the furniture that you bought there of that house ?

A. Yes, sir.

Q. June 1st, 1874 ?

A. Yes, sir.

Q. Well, we may as well investigate that bill ; what is that ?

A. One hundred and seventy-five dollars and twenty-five cents.

40

Q. Is that the time you bought the goods ?

A. That is when I bought part of them.

Q. When did you buy the other part ?

A. I bought part of them here ; the bill is made out the 30th April, 1874 ; her is May 4th, 1874.

Q. Just understand me ; you have given me one bill which you say you purchased on the 30th April, 1874.

A. The bill is made out 30th April, 1874.

10 Q. You paid \$96.25 on it ?

A. Yes, sir.

Q. That was paid by you ; you bought the furniture ; contracted the debt ?

A. Yes, sir.

Q. Now, then, you have another bill ; you told me that you have a bill of June 1st, 1874, a bill of Miller's for \$175.25 for mattresses ; just please to look at that bill ; let us take that, I want to know if June 1st was the date on which you bought that bill ?

20 A. I presume it was.

Q. Did you pay for that ?

A. I did not.

Q. You didn't pay for it at that time ?

A. No, sir ; I did afterwards ; I gave my note.

Q. When did you pay that ?

A. I paid it in separate notes given for three months, and paid it as each note came due.

Q. What do you mean by giving separate notes ?

A. I couldn't pay it all together.

30 Q. How many notes did you give ?

A. I gave three.

Q. (*By the Court*) : Running how ?

A. Three months.

Q. One, two and three months ?

A. Running three months ; I couldn't pay it all together ; I haven't the notes here.

Q. They didn't come due at the same time ?

A. No, sir, they were to come due at separate times so I could meet them.

40 Q. Now, then, what is the next bill ?

A. Well, that is the parlor furniture.

Q. When was that bought?

A. July 29th.

Q. How much was that?

A. One hundred dollars.

Q. Of whom was that bought?

A. It was purchased of some man in Newark, I don't know the name. L. B. Miller went with me to get the furniture. Mr. Miller went with me to this man; he said "Have you bought your parlor furniture?" I said "No." He went with me and became responsible for parlor suit, and I paid Mr. Miller the money for it, but I didn't pay for it then.

Q. When did you pay for it?

A. I paid for it when I got the money, and it was not right away for I couldn't do it; when I earned the money I paid for it.

Q. You can't tell?

A. No, sir.

Q. Did you give Mr. Miller your notes for it? 20

A. No, sir, I did not.

Q. You did not give your note?

A. I don't think I did

Q. Now what is the next you bought?

A. August 20th, 1874, I bought a bill of goods.

Q. Of whom did you buy that?

A. George A. Lawrence and Green.

Q. What did you buy?

A. Well, here is a list of it, sir.

Q. What was it? 30

A. Miscellaneous goods.

Q. What is the amount of it?

A. \$323.34.

Q. Just state the character of the goods?

A. There is one mattress.

Q. Were they all household goods?

A. All household goods, sir; there is crockery ware, dishes, glass ware and toilet sets and chairs and mattresses, and pillows and different articles.

Q. That was got on August 26th, 1874? 40

A. Yes, sir.

Q. When did you pay for these goods ?

A. I paid for those goods, viz: boarding Mr. Green's family ; I took him into the house with his family and boarded them to pay it, and I have his receipt in full.

Q. What is the next bill you bought ?

A. Here is a bill, May 8th, 1874; this is L. B. Miller's bill.

Q. What is that for ?

10 A. Mattresses, bolsters, pillows, comfortables and counterpanes, \$175.25.

Q. That is the same one we had ?

A. No, sir; it is a different one.

Q. When did you pay for that bill ?

A. Well, I can't tell you; I have some notes at home.

Q. (*By Plaintiff's Counsel*) : Promissory notes you mean ?

A. Yes; and when they were due they were paid; I
20 gave him a note and when it became due I paid it.

Q. What next ?

A. The bills for carpet and table linen and curtains and such things; I have, July 22d, carpet for the parlor and curtains and carpets for the bedrooms.

Q. How much is that bill ?

A. It was a miscellaneous bill; there are other goods upon it besides the furnishing goods; it is from Shedd Brothers, and it is a bill of different articles.

Q. How much is it ?

30 A. \$239.41.

Q. When did you pay for that bill ?

A. I paid for that bill by boarding J. M. Shedd and his clerks.

Q. Have you any other bill that you got prior to the time you moved into the house ?

[Objected to.]

A. Not any that I know of; I have given you the bills that I have.

Q. Where did you get the money to pay the bill of
40 \$96.25 of Smith & Hodges, April 30th, 1874 ?

A. I earned it with my hands, that is where I got it, as I did every other cent that I have paid.

Q. Worked for it where?

A. What do you mean?

Q. Where was it you worked and earned this money that you got to pay Smith & Hodges?

A. Well, sir, I worked in my own house, and part of the money I earned I have earned washing for people that boarded in my house.

Q. Where was that house located in which you 10 earned the \$96.28?

A. I have always worked all my life time and I have done with my money as I pleased, and when I earned it I had it.

Q. Then your husband always paid you wages for what you did?

A. No, sir; and I don't wish to be insulted, Mr. Shipman, at all; you make severe reference to me and my husband.

Q. I am simply investigating the transactions between you and your husband. I ask you a simple question, in what house you earned this \$96.25 which you say you paid to Smith & Hodges on the 30th April, 1874. How did you earn the \$96.25 and where?

A. I have always been in the habit of receiving money from my own work, anything that I did, and I have always kept boarders more or less, from one to sixty, since I have kept a house—all my life time—ever since I kept a house, different houses and different places, on my farm; I kept boarders in the 30 hotel, I kept boarders in a private house,—I have always had them; and when I took these people I always received the money for whatever I did myself—I always took the money.

Q. You mean you took the money in the U. S. Hotel?

A. No, sir.

Q. Where did you take it?

A. A lady has some money occasionally; she does not go to her husband for every cent she gets. If you 40

want me to say that my husband gave it to me, if that is what you are trying—

Q. I am not trying to do that.

A. That special \$96 I can't tell you about; I can't say whether I earned it in one place or another, but I never received money that was not mine, and money that I did not earn.

Q. Was it at the farm house or at the U. S. Hotel, or where?

10 A. I told you that I can't tell you for I don't know. Whenever I received any money I have used it.

Q. Did you get it of your husband?

A. I can't tell you whether I got it of him or not.

Q. Did you tell somebody your husband had given you \$1,500 to buy this furniture with?

A. No, sir, I never did.

Q. Didn't you tell Wm. Y. Sayre that your husband had given you \$1,500 to go and buy it with?

A. No, sir; I never did.

20 Q. Didn't he give it to you to go and buy it with?

A. No, sir.

Q. Didn't he give you any?

A. He never gave me \$1,500.

Q. Didn't he give you \$100?

A. No, sir.

Q. Well, \$50

A. Suppose he gave me \$25.

Q. Did he give you \$25?

A. Suppose he did.

30 Q. Suppose he did; when did he give it to you?

A. \$25 he gave me.

Q. When?

A. Well, that is more than I can tell you.

Q. When you went down to New York?

A. I didn't take a book and put it down.

Q. When did he give you that?

A. I can't tell you at all.

Q. About the time you went to Newark?

A. When he had money he gave it to me, and when
40 he had not he didn't.

Q. He gave you a great deal ?

A. He has given me a great deal of money in his life time.

Q. Now about that time he gave you several hundred dollars ; didn't he about the time this furniture was bought ?

A. He did not.

Q. Did he give you *any* hundred ?

A. He did not.

Q. Did he give you \$50 ?

10

A. No, he didn't give me \$50.

Q. Nor \$75 ?

A. Nor \$75.

Q. Did he give you \$25 ?

A. I said he gave me \$25.

Q. When did he give you that ?

A. You might as well ask the moon, for I can't tell you.

Q. Did you pay it out for furniture ?

A. It is very probable that I gave that with other 20 money.

Q. Now on which bill did you pay that \$25 ?

A. I can't tell you.

Q. Yes you can tell, can't you ?

A. No, sir.

Q. What money did you intermingle that with ?

A. I have never expected to be called up before the Court to give a description of every cent I had in this world to spend, and I never kept an account of it, and I can't tell you.

30

Q. Whom did your husband buy that Park House of ?

A. My husband did not buy that Park House.

Q. Didn't he make the bargain ?

A. No, sir.

Q. With whom was the bargain made ?

A. With myself.

Q. What man ?

A. Mr. Augustus Drake.

Q. Where was it made ?

40

A. In the farm house, I think.

Q. When?

A. It was after we left the United States Hotel; I went to the farm.

Q. Who was by?

A. I don't think there was any one there but myself, Mr. Drake and my husband.

Q. Your husband was by, was he not?

A. He was by, I think.

10 Q. He helped agree on the price, didn't he?

A. Well, I don't know.

Adjourned to Saturday, Feby. 24th, 1877.

20

SECOND DAY.

SATURDAY, Feb. 24th, 1877.

Mary H. Luse, recalled for cross-examination, further testified:

30 Q. What time in the year was it?

A. When I purchased the Park House?

Q. When the bargain was made?

A. It was in May; I think the 1st of May.

Q. What year?

A. 1873.

Q. You have looked at the date since adjournment yesterday?

A. I did, sir.

Q. You have the dates since last night?

40 A. I did, sir.

Q. Where ?

A. At my house.

Q. At whose suggestion ?

A. I went home from here and took my papers myself and there looked over them.

Q. Did you get any suggestion from anybody ?

A. Mr. Pitney came to see me last night ; he suggested nothing more than to look over the bills and the dates of them, and to see whether I was right or wrong.

10

Q. You did look over the dates ?

A. Yes, sir, I did.

Q. You looked at those bills yesterday afternoon in the Court House, didn't you ?

A. Yes, sir.

Q. Weren't they dated in 1874 ?

A. Some of them were.

Q. Those bills you gave me yesterday afternoon were dated in 1874 ?

A. All of them.

20

Q. All that you showed me were ?

A. Well, sir ; I have all the bills this morning, and you can look over them if you please.

Q. My question whether the bills that you showed me yesterday afternoon were dated in 1874 ?

[Objected to, that the bills show for themselves.]

[Objection overruled.]

A. Some of them were and some were not, if I know anything about it.

Q. Did you not answer me yesterday that all the bills 30 which you gave me a statement of were dated in 1874 ?

A. I am not sure, sir, whether I said all or not; I am not sure.

Q. The first bill you gave me was the bill of Smith & Hodges, which you said was dated April 30th, 1874, for \$96.25, I believe, or about that; did you give the correct date of that ?

A. I have the bill, sir.

Q. Did you give the correct date of it ?

A. I don't know, sir, whether I gave you the date 40

it was made or the date that it was paid; it was one of the two I gave you, and whether I made a mistake on it or not I am not sure; but I had the bill and I gave you one date; whether it was the date it was made or the date it was paid I am not certain.

Q. You had the bill in your hand, did not you?

A. Yes, sir.

Q. You can read, can't you?

A. I can partly; sometimes I may make a mistake
10 and I may have made a mistake; if I did I gave you one or the other of the dates; it was made on one day and paid on another, different dates, and I may have given you one; the bills are just as I received them and just as when I paid them; they will show for themselves.

Q. Didn't I tell you to look at the bill and get the date of it, and examine it, and didn't you do it, and didn't you then give me the 30th of April, 1874, as the date of that bill?

20 A. Will you permit me to look at that bill again?

Q. Didn't I tell you to look at the bill and get the date of it, and examine it, and didn't you do it, and didn't you then give me the 30th of April, 1874, as the date of that bill?

A. I did do it, but whether I was right or wrong, I don't know; whether I gave you the date of payment or the making of it, I can't say.

Q. Do you mean to say then that that bill may be dated 30th of April, 1873?

30 A. I don't know; it might have been 1873.

Q. You can answer one or the other, whether that is dated 30th of April, 1873, or 1874?

A. I don't know.

Q. Now then, answer whether you bought that bill in 1873 or 1874?

A. I think I bought it in 1873.

Q. What time?

A. Well, now, I can't tell you.

Q. When did you change your mind about it?

40 A. I have not changed my mind at all about it.

Q. Yesterday you thought you bought it in 1874.

A. Well, I said I bought it in 1874, and I probably made a mistake in the date of it, as I told you.

Q. Did you make a mistake or not?

A. Will you allow me to look at it?

Plaintiff's Counsel: I ask the Court to instruct the witness to look at the bill if she wishes.

The Court: I think she has a right to look at it because she says she can't tell without looking at the bill. 10

[The witness refers to the bill.]

The Court: I understood you, in the first place, that you had lived in the Park House three year?

A. I think that is correct; it was three years last June since I took the deed of the Park House.

Q. (*By the Court*): When you went there to live?

A. Yes, sir.

Q. That would be in 1873?

A. Yes, sir; it was 1873 when I went to the Park House, and took a deed of the Park House. [Witness refers to bill.] Here is a bill that I paid, \$96.25; it is dated 30th of April, 1874, when the bill was receipted. 20

Q. Then you were right yesterday in giving the date of the bill? Will you let me look at it?

A. I will, sir.

[Witness hands a bill to counsel.]

Q. Now then, Mrs. Luse, I will go back to this bill briefly. You gave the correct date yesterday, April 30th, 1874. 30

A. I tried to do it, sir.

Q. I want you to tell me whether you paid cash for that bill at the time you purchased it, as you said you did yesterday, or not.

Plaintiff's Counsel: I want the counsel to place the bill in the hands of the witness and confine himself to some particular matter.

Defendants' Counsel: I was asking about the bill of \$96.25.

Q. I speak of the bill of \$96.25, and I ask you now, 40

whether you bought that bill on the 30th of April 1874, or not?

A. I paid \$96.25 in money for the goods that I bought at one time and there is a statement of it, and there is a receipt for it.

Q. So that we shall not have a misunderstanding, just see there is a bill Mrs. N. B. Luse, bought of Smith and Hodges, April 30th, 1874; you see the different items amounting to \$96.25, different items all appearing under the date of April 30th, 1874, and it says, received payment, Smith & Hodges. My question to you is whether you purchased that bill on 30th of April, 1874, or not?

A. I purchased those goods and I paid that \$96.25 when I bought the goods.

Q. You told me that before; but you will not tell me what I want to get. Did you buy that bill of goods about the 30th of April, 1874?

20 Q. *By the Court*: Do you remember whether that date is correct?

A. I can't remember whether it is correct or not, I know I bought the goods and I know I paid the money.

Q. I understand you to say you can't tell whether you did actually buy it on the 30th of April or not?

The Court: She has answered that three or four times that she did not know.

Q. Now you bought the house in 1873, I understand you, in June 1873?

30 A. I did sir.

Q. When did you move into it?

A. We took the deed on the 14th of June and we moved into it as soon as we could immediately, might have been a week—no, I am mistaken. In the first place, we had some repairs done before we moved in, we had a piazza built in front of the house and one story added on the top of it; that was done before we moved into it.

Q. Well, then, where did you move in it?

40 A. Well, I moved in it as soon as it was completed,

as soon as they could get it so as we could go into it, I can't specify the date.

Q. Can you give us the month?

A. I can give you the month I opened the house.

Q. What is that?

A. The 10th of August, 1873.

Q. You had your house furnished then, had you?

A. I had it nearly; I bought most of the things that I needed to furnish it.

Q. How many rooms had you furnished then? 10

A. Sixteen.

Q. And the parlor?

A. The parlor, and what we then called the bed room, a very little furniture in it.

Plaintiff's Counsel: I don't think the witness understood whether he meant in addition.

Witness: We furnished the parlor, and what was afterwards the bed room was then our dining-room; we used it for a dining-room.

Q. Please tell us where you got the furniture with 20 which you furnished those sixteen rooms prior to August the 10th, 1873?

A. I bought from the Misses Johnson, the women that I took the house from, bill of goods that was in the house that furnished some of the rooms; I bought some of their furniture in the first place, then I bought some from Sutton, and with what furniture I had they were not over furnished, but they were furnished so I could open the house; I did open it on the 10th of August. 30

Q. State what you purchased of the Misses Johnson?

A. I purchased the furniture there was in No. 6 as it stood there, bed-room suit; it was a bureau, three chairs, bedstead, bed and bedding, carpet on the floor, and shade at the window; I purchased from her all the shades in the house as they were; I took from her another bedstead, and a washstand, and some crockery, and toilet-set; I took from her some oil-cloth and the carpet on No. 5 as it lay on the floor; I don't know that I can remember every piece that I took from her; 40

I have the note that I gave her for it ; although I had no bill for it ; I gave her a note for the amount.

Q. (*By Plaintiff's Counsel*) : Do you mean "her" or "they" ; there were two of the ladies ?

A. There were two of them ; Miss Martha always transacted the business, but there were two of them concerned.

Q. What was the amount of the bill ?

A. \$139, I think ; I have the paper if you will allow
10 me to look at it ; I think it is \$139 [witness refers to paper] ; \$139.50 ; that was the amount of the bill I paid for the furniture ; I paid for that when I went into the house.

Q. What is the date of the note ?

A. The 30th of June, 1873.

Q. How long after date was it payable ?

A. Six months.

Q. You say you bought some goods also of Sutton ?

A. I did.

20 Q. What goods did you buy of him ?

A. Bought furniture, beds and bedding.

Q. Just give the items if you have got the bill ; take the bill and give the items ?

A. One bureau-washstand.

Q. Is *that* the bill ?

A. Yes, sir.

Q. What is the date of the bill from the first purchase you made of Mr. Sutton under that bill ?

A. August 11th.

30 Q. That is after you had opened the house then ?

A. It is August 11 when I bought the goods, or it was when this bill was purchased.

Q. Was that bill all purchased at one time ?

A. No, sir ; running from August 11 to the 25th, different days, and as I wanted different pieces of furniture to furnish different rooms I went and bought it.

Q. Did you get prior to the 10th of August any other bills ?

A. I don't think I have any prior to that time ; here
40 is the parlor furniture, that was July 29th, 1873.

Q. [*By the Court*]: From whom?

A. Bought from L. B. Miller, Newark.

Q. [*By the Court*]: That is one of the bills you gave yesterday?

A. Yes, sir, they had it yesterday; the date is on it; I have not changed it; I may have made a mistake on it yesterday.

Q. That is the parlor furniture?

A. Yes, sir.

Q. What is the amount of that bill?

10

A. \$100.

Q. That was the parlor carpet?

A. No, sir.

Q. What was it for?

A. It was for the furniture.

Q. Now have you any other bill prior to the 10th August, 1873?

A. I have the bills for carpets.

Q. Well, what are they?

A. I have July 22d, forty-four yards and one-quarter of carpet.

Q. Is that all one bill that you got there?

A. It is Shedd Brothers' bill that you had here yesterday, sir; and the carpets that I bought are on it.

Q. What is the date of that bill?

A. That is the first, July 22d, 1873.

Q. That is the same bill you mentioned yesterday as having boarded Shedd Bros'. for?

A. Yes, sir.

30

Q. You paid them some cash?

A. I did.

Q. What time did you pay them first; do you recollect what time you paid the first cash?

A. I do not.

Q. (*Plaintiff's Counsel*): I want it down on the stenographer's notes, that the bill is not in her hands.

[Witness refers to bill.] Aug. 11, '73, I paid them \$100; Feb. 14th, Shedd's bill \$127.

Q. Did you pay cash then?

40

- A. I paid board, sir.
- Q. I am only asking cash items?
- A. No cash but the \$100.
- Q. Where did you get that \$100 from?
- Q. (*By the Court*): What is the entire amount of that bill?
- A. \$239.41.
- Q. Where did you get that \$100 which you paid on the 11th of August, 1873?
- 10 A. I took that money out of my own money that I had and paid it.
- Q. Where did you get that money?
- A. I borrowed it.
- Q. You borrowed it?
- A. I borrowed it?
- Q. You did?
- A. Yes, sir.
- Q. Of whom?
- A. I borrowed it of a man to pay that bill.
- 20 Q. Will you please to answer whom you borrowed it from?
- A. I borrowed it from J. M. Shedd, and paid it on that bill to the firm, and he boarded that bill out, sir.
- Q. You borrowed of one member to pay the firm?
- A. I did sir.
- Q. Did you give him a note for it?
- A. No, sir; I did not.
- Q. He handed you the cash, did he?
- A. He did.
- 30 Q. Where?
- A. He gave me his check for it and I went to the bank and got it and paid for the goods.
- Q. You paid the firm \$100 of it?
- A. I paid them \$100.
- Q. Where did you get the money to pay the Johnson's bill?
- A. I earned it keeping boarders, sir.
- Q. When?
- A. After I went into that house.
- 40 Q. What time did you pay that note?

A. I paid it eleven months after I opened the house, sir ; I paid interest on it.

Q. Where did you get the money to pay the Sutton bill ?

A. Just the same as I got that, I got it out of my house from boarders that I had in it.

Q. When did you pay that ?

Plaintiff's Counsel: Look at the bill.

A. I paid \$20 of it the 16th day of August ; on the 6th of November I paid \$15. [Witness refers to bill.] 10

Q. About what year ?

A. 1873, July 20th, 1874, I paid the rest of it.

Q. Do you mean to say that you had made that money out of your boarders that you paid Sutton on the 16th August, 1873 ?

A. Well, I think it is likely I didn't pay but \$20. It does not take long to earn \$20 when you have anybody to board that pays any price for it.

Q. You opened on the 10th ?

A. Yes, sir, I paid \$20 the 16th on this bill. 20

Q. What improvements had you made on your house from the 14th of June to the 10th of August ?

A. We had built a piazza and put the top story on of the house—taken away the old one, replaced the house.

Q. Anything else ?

A. That is all we had done, sir.

Q. Did you make any subsequent improvements ?

A. We did, before or after ?

Q. Not before, after ; subsequent, I said. 30

A. Now, I understand you, yes, sir, we did.

Q. What ?

A. We built a wing to the building.

Q. How many rooms did that wing consist of ?

A. 14 rooms above the dining room, including the bath room. There were fourteen rooms, the dining room and pantry and kitchen below it.

Q. That is nearly as large as the original house, isn't it ?

A. I think it is. 40

Q. What was the price you agreed upon for the original property?

A. \$25,000.

Q. Whom did you purchase the real estate of?

A. Miss Phoebe and Miss Martha Johnson.

Q. Was the contract made with them?

A. It was.

Q. Were they present?

A. Do you mean did I make the contract with them?

10 Q. Yes.

A. No, I did not.

Q. With whom did you make it?

A. I made the contract with Mr. Drake on their behalf.

Q. That was at the farm house, as I understand it?

A. Yes, sir.

Q. You and your husband were present?

A. We were.

Q. Will you tell us what passed about it?

20 A. Well, sir, I don't know that I can tell you every word that was said. I can tell you we discussed the matter of buying the property and that I told Mr. Drake to buy it for as little money as he could, and if he couldn't get it for less than \$25,000 to give \$25,000; these were my instructions, sir.

Q. Was your husband by?

A. He was.

Q. Did he assent to that?

A. I think he did; if he had not he would have ob-
30 jected to it.

The Court: I will say to counsel that I understand the legal title of this Park House is in the plaintiff, in the wife. Now, this contract may be relevant. If the question was whether the property was put into her hands for the purpose of defrauding creditors it would be relevant, but on this question as to the title of these goods it seems to me to be remote from this question. The question is whether the money that this woman bought these
40 goods with belonged to her or her husband, and it

seems to me that this contract does not affect the case, even though it is proved that it was her husband's money with which the property was purchased. You can go on but if my impression is correct I will not allow her to be contradicted on any matter which I think is not sufficiently relevant.

Q. How long was that before the deed was given ?

A. I think that was in May.

Q. Was anything paid on that property ?

A. When, sir ?

10

Q. When you got the deed ?

A. When I took the deed ?

Q. Yes.

A. \$500.

Q. Who paid it ?

A. Let me see; am I correct?—when the contract was made—when I made the contract—I gave \$500 down.

Q. Whose money was that ?

A. That was my money.

Q. Where did you get it ?

20

A. I got that money out of the bank.

Q. Well, did you borrow it out of the bank ?

A. No, sir, I did not.

Q. Well, how did you get it in the bank ?

A. I put it there.

Q. Where did you get it from ?

A. Well, sir, am I to go clear back ?

Plaintiff's Counsel: Go back for fifty years—go clear back.

A. If I am to go clear back and tell the whole story 30 it will be a very tedious thing to do; when the Farmers' Hotel was sold to Geo. Hedden there was \$5,000 of that money in bonds given to me, if I do not mistake.

Q. [*By the Court*]: When was that ?

A. I can't say exactly, sir, but I give it as near as I could.

Q. Repeat the date as near as you can ?

A. It was about 10 years ago; I think it was ; I am not sure—I cannot say; it was 9 or 10 years ago; somewhere in that neighborhood.

40

The Court: It does not matter about that any further.

Q. Go on.

A. There were \$5,000 of the bonds given to me.

Q. You got \$5,000?

A. I did, sir.

Q. How came you to get that?

A. It was given to me by Mr. Budd and Mr. Hill-yard.

10 Q. As a present or how?

A. The property was held in trust in some shape for Mr. Luse's benefit, and when it was sold they gave it to me instead of him; gave it to me in my name; it was given to me in my name.

Q. You held it in trust for your husband?

A. In some way.

Q. When they sold that, they gave it to you instead of him?

A. They did in my name; it was put into the bank.

20 Q. With your husband's assent?

A. Well, I presume he assented; if he hadn't I wouldn't have gone with it to the bank.

Q. It was placed in your hands and you took it to the bank?

A. Yes, sir.

Q. Did you deposit it in your name?

A. Yes, sir.

Q. In what bank?

A. In the Iron Bank, I think—not the bonds; it was
30 when I received the money; the bonds were paid before they were due; Mr. Hedden wished to take up some money, and he was obliged to pay those before he gave me the money, and he then paid that money.

Q. Do you remember when you put that money in the bank?

A. No, sir, I do not.

Q. Was it out of that money, then, that you paid this \$500, out of the money that you speak of now?

Plaintiff's Counsel: The witness has not got
40 through with history yet.

The Court : She can explain of course ; was it out of the money that you got on those bonds that you paid on this contract ?

Witness : I presume some of it was ; I always had money, more or less, in the bank, and when I needed it I used it, and I used \$500 of it to pay on that contract.

Q. Was it out of this money that you paid this \$500 ? 10

A. It was money out of the money I had in the bank ; I put that money in the bank and other moneys as I got it then ; I don't know that I can be any more definite with it.

Q. What other moneys had you prior ?

A. I have always had money ever since I was a child, what pocket money I needed, what I earned and what I had ; and I used it when I pleased and for what I pleased ; and I had an account in the bank and I put the money there when I had it, and I often received money, and often 20 received it from my husband. He has not lived all his years and never given me anything in the shape of money. I have often had money from him and I try to take care of it.

Q. Now, we will try and get at it some way or other, I don't know whether we will ever get through in the world or not ; at the time you married your husband had you any separate property of your own ?

A. No, sir, I had nothing but a little money that I earned myself, sewing. I had no property, I had a 30 little money.

Q. How much ?

A. Some two or three hundred dollars, I did not get it from my husband, it was my own that I earned.

Q. Did you use up that money immediately after your marriage ?

A. I used it as I needed it

Q. Or in making preparations for your marriage, had you that money when you married your husband ?

A. I had.

Q. Now, then, on the day you paid the \$500 what money had you in the bank?

A. I had the money that I told you about and some other little moneys as I gathered it in the bank.

Q. The other little moneys that you gathered where did you get that?

A. I have told you, sir, several times.

Q. Your husband gave it to you?

A. He gave me money often, I often got money from
10 him and I took care of my money, what he gave me, and what I got from boarders. I have always had one or two boarders in my house ever since I have been in Morristown; one gentleman boarded with me five and six years off and on; he paid me money and I used it for my own purposes. One lady boarded with me five or six years; she paid me for her board, I had it myself and I always had more or less people around me; they paid me money for board.

Q. How much then did you pay on that property
20 when you took the deed?

A. I think it was \$8,000.

Q. You paid that in money?

A. Yes, sir.

Q. Where did you get that money?

A. Well, sir, in the first place when I expected to take that property—Vancleve Dalrimple is trustee for the farm property, and he agreed to transfer enough of the property of the farm to pay for the house after the contract was made, and I could not back out of it with-
30 out losing \$5,000; he got it into his head that he could not do that for me, and he refused to do it, and I had either to lose \$5,000 or supply the money to make the first payment; I borrowed \$4,000 of Henry Baker at Dover, took what money I could raise and made that payment; Mr. Luse gave me what he had to pay on it, and I took all that I had and put in all that I had in that place; that is where it was and how it was, and the way I bought it and got it.

Q. You borrowed \$4,000 of Henry Baker, how did
40 you secure that to him?

A. I gave him my note for it.

Q. Your own individual note ?

A. Yes, sir.

Q. He took that ?

A. Yes, sir.

Q. Have you ever paid it ?

A. I have not, sir, paid it.

Q. Didn't you and your husband give a mortgage on the property ?

A. Yes, there is a mortgage on the property for that 10 amount to Henry Baker.

Q. That is the same \$4,000, that mortgage ?

A. Yes, sir, no other.

Q. Then the other \$4,000 was the money that you had got of your husband ?

A. Yes, call it from my husband if you choose ; you won't have it mine if it is.

Q. Then how did you secure the balance of the purchase money ?

A. Gave a mortgage.

20

Q. Signed by you and your husband ?

[Objected to, that the mortgage shows for itself.]

[Objection sustained.]

Q. You gave a mortgage to secure the balance of the purchase money ?

A. Yes, sir.

Q. Do you know how much the cost of the building and addition was ?

A. I do not know without referring to the bills.

Q. Can you tell about how much ?

30

A. You mean the whole ?

Q. Yes, the whole, what it all amounted to, the piazza, the roof on the top, put on before you went in and all of it ?

A. I should think in the neighborhood of \$10,000 ; I am not positive, sir, but I should think in the neighborhood of \$10,000.

Q. Did you give us the year that you put that addition on ?

A. I think it was in 1874. It was the next year 40

after we went into the house, the next winter, the winter of 1874.

Q. Now, did you pay any part of that, if so, how much of these repairs?

A. I did pay some.

Q. Can you tell how much?

A. There was \$54 to McVay & Lounsbury, September 22, 1874. December 3, 1873, \$255.

Q. (*By the Court* :) Can't you give some estimate of
10 the entire amount that was paid?

A. \$500 to Ed. Lounsbury, \$200 to John Thatcher, \$200, I think, to Mr. Sayre and to the Pruden Bros. I think in the neighborhood of \$1,200 for repairs altogether.

Q. You think you paid \$1,200 altogether out of the \$10,000?

A. It may be more or less.

Q. Where did the money come from that paid that?

A. Well, sir, my husband gave me some notes that
20 we received from the sale of the furniture in the United States Hotel. I used to use those notes to pay out money; that is where it came from.

Q. How did you secure the balance of that money?

A. The gentlemen hold a mortgage on the house.

Q. Mortgages all signed by your husband, I suppose?

[Objected to that the mortgages show for themselves.]

Q. [*By the Court*]: You gave mortgages?

A. I did.

30 *The Court*: It is not an important matter to take up time with.

Q. [*By Defendants' Counsel*]: Is there any bill standing out loose for which there is no mortgage?

A. I have a butcher bill standing.

The Court: He means for the improvement of the building.

Q. Of the mechanics—workmen, carpenters, any bills not secured by mortgage?

40 A. I don't think there are any.

Q. McVay & Lounsbury you paid \$54 to; haven't they got a larger claim?

A. Yes, sir, and they have mortgage or a judgment.

Q. They have a judgment?

A. Yes, sir.

Q. A man by the name of Sayre, was he a carpenter?

A. A mason.

Q. How much was his bill?

A. Well, I am not certain.

Q. As near as you can?

10

A. I think it was \$500—I may be wrong.

Q. That was for mason work?

A. Yes, sir.

Q. That bill has never been paid?

A. Not all of it.

Q. Can you tell what was unpaid?

A. I have the bill at home.

Q. Can't you tell; from \$300 to \$500 unpaid?

A. I think it was \$200 unpaid, but I am not sure—I would not be certain.

20

Q. You paid about \$54?

A. I paid him something.

Q. The balance is unpaid?

A. Yes, sir.

Q. Has he brought a suit and got a judgment for it?

[Objected to that the records show.]

[Objection sustained.]

Q. Is there any other bill unpaid which is not in these mortgages that you gave?

A. On the property, do you mean?

30

Q. For these repairs which were done.

A. I don't think so.

Q. Who made the contracts for these repairs, you or your husband?

A. I think I did.

Q. Are you pretty sure about it?

A. I think I am pretty sure about it.

Q. Did you make a contract with Mr. Sayre or did some one else?

A. I think I made the contract with him.

40

Q. Was it in writing or verbal ?

A. Verbal ; no written contract.

Q. Had your husband anything to do with it ?

A. Well, he was present and heard everything that was said.

Q. You did the talking ?

A. Well, I did considerable talking.

Q. You like to talk pretty well, don't you ?

A. I am obliged to talk pretty well now, sir.

10 Q. Who made the bargain with Mr. Lounsbury ?

A. I think I did.

Q. Did Pruden Brothers work for you too ?

A. Yes, sir.

Q. Did you make the bargain with them ?

A. Yes, sir.

Q. Are you sure of that ?

A. I think I am ; they worked on the wing of the building.

Q. You think you yourself made the bargain ?

20 A. Yes, sir ; I went with Mr. Pruden and Mr. Lounsbury and showed them what I wanted. I was the principal one that planned the building. I went with him and showed him how I wanted it and he agreed to do it.

Q. How was it with Muchmore & Day ?

A. No, sir, I did not.

Q. Who did ?

A. Mr. Lounsbury.

30 Q. Did they work for you or Lounsbury ; did you become paymaster to Muchmore & Day or did Lounsbury.

A. Well, I was paymaster. Mr. Lounsbury took the building in hand to build and he brought these other men to me, and I consulted with them about it and directed them to do it, and as for Muchmore & Day, I did not see them at all until the bills were brought to me for payment. They made their contract with Mr. Lounsbury ; they did not make it with me.

40 Q. Now, can you tell about the whole amount of

mortgages on this property? I mean taking the sum total of all the mortgages together?

A. Give me a moment to think, sir.

Q. Take your time.

A. I think there are about \$18,000 mortgages on it; I think there are; I may be mistaken though; I am not positive about that.

Q. You gave a mortgage to the Johnson's for \$17,000.

A. Yes, sir. 10

Q. Have you paid any of that principal?

A. Yes, sir.

Q. How much?

A. I think there is only about \$7,000 to pay now, between \$7,000 and \$8,000; I am not sure

Q. You paid about \$10,000 on the principle?

A. There is between \$7,000 and \$8,000 on the Johnson mortgage now.

Q. Now, then, who paid that \$10,000, more or less on the Johnson mortgage? 20

A. Mr. Dalrimple.

Q. Mr. Dalrimple?

A. Yes, sir.

Q. Out of what money?

A. Out of trust money he holds for Mr. Luse; he eventually transferred a part of the money that he should have done in the first place; well, he had agreed to it in the first place, and then didn't see fit to do it.

Q. He eventually did pass this \$10,000 of Mr. Luse's 30 money over to them?

A. \$10,000, more or less.

Q. Now what other unpaid mortgages are there upon it? \$4,000 to Lounsbury?

A. I don't know how much Lounsbury's is now.

Q. About that?

[Objected to that the record shows.]

A. I can't tell.

Q. Have you paid the interest on any of these mortgages? 40

A. No, sir, not all of them.

Q. Well, on any of them ?

A. Some I did pay at first, but I have not been able to pay it lately.

Q. On whose did you ever pay any interest ?

A. I paid interest first on the Johnsons' mortgage.

Q. For how long ?

A. Well, for once or twice something of that kind, and when Judge Dalrimple assumed that, I did not pay 10 any attention to it ; he has that thing in charge and will take care of it.

Q. Where did you get the money to pay the interest on that \$17,000.

A. The first time it was done ; I took all that I could get ; I think, now, I am not sure that I am telling you right ; I wouldn't be certain about it, but I think I paid it the first time, and then Dalrymple assumed it and took care of it and has paid it ever since ; do you want to know where he got it from ?

20 Q. I have no objections.

A. I can tell you he has the farm property in charge; he is trustee.

Q. He is trustee for your husband ?

A. Yes, sir.

Q. He pays it out of that ?

A. Yes, sir.

Q. Judge Dalrimple, I understand you, is trustee of the husband ?

[Objected to, that the papers will show.]

30 [Objected to.]

Q. That was your husband's property ?

[Objected to—objected.]

Q. Now, my question was, before the interruption, in reference to the payment of the Johnson girls' mortgage; I want to ask you how much you ever paid them, if you recollect ?

A. I have paid them nothing but the first payment of interest; I paid the first payment on the property to them.

40 Q. That is the first payment of interest ?

A. Yes, sir.

Q. You never paid them any interest at all?

A. I am not positive but I think I paid the first interest, but I won't swear to it because I don't know that I did, but I think I did.

Q. How much was it, if you did?

A. Well, what was the interest on the amount of \$17,000?

Q. That would be for one year \$1,190; did you pay anything like that for interest? 10

A. No, sir, I did not; there it is, plain.

Q. Yes, that is good and square?

A. Yes, that is good and square as I can make it; I did not pay it.

Q. Who did the buying for the family use, generally?

A. When do you mean?

Q. After you went into the Park House?

A. I did it, sir, myself.

Q. Did you do it any differently than from what you had always done it when you lived in the United States Hotel? 20

A. I did not always do the buying in the United States Hotel and I done it all in the Park House; I did not buy all in the United States Hotel; I sometimes would go to market and I sometimes wouldn't; sometimes I would buy and sometimes I wouldn't; but Mr. Luse had charge of it, and did the principal part of it there himself, but he never has had any charge of the Park House; he never has done anything in it; I have bought every pound of everything that has ever come 30 into the house—I won't say every pound for he may have bought some chickens a few times; he did once buy some pigs when he was able to go around, and occasionally some eggs or something of that kind, but very little has ever bought for the Park House; I don't think he has ever been to market since I have lived in the house; I know he never does; I do all the buying and I pay for all the goods.

Q. You did the general marketing before?

[Objected to, that the question has been asked a dozen times and answered]

Q Now, where did you buy your flour ?

A. When ?

Q. Since you have been in the Park House ?

A. From Jaqui's, a great deal of it.

Q. Where did you buy your meat ?

A. Of Arnold Brothers'.

Q. When did you pay for that ?

10 A. I paid the money when I had it, and I run the bill there, and I owe them a bill for meat.

Q. How much ?

A. \$1,300 or something of that kind; I am not positive, more or less.

Q. How long has that bill been running ?

A. Running since the first year I went into the Park House, not running but it was contracted ; it has not been running; I do not make any bills; I have lived without making bills to be unpaid for sometime; I try
20 to pay as I go.

Q. You commenced that bill after you got into the Park House ?

A. Yes, sir.

Q. Has there been a judgment on that bill ?

A. I took the money that I ought to have paid Arnold Bros'. for the meat, and bought my furniture with it.

Q. Is there a judgment on that bill ?

A. There is.

30 Q. What other bills do you owe since you have been in the Park House ?

A. I owe a small bill to Adams & Fairchild.

Q. How much is that ?

A. Some two or three hundred dollars.

Q. Is that in a judgment ?

A. No, sir, it is not.

Q. Any other bills ?

A. No, sir.

40 Q. You say there was an arrangement between you

and your husband about the proceeds of the business. Where was that arrangement made ?

A. I do not understand you.

[Question repeated.]

A. When we went to the Park House we supposed we were going to have a licensed hotel, but we did not get a license. Mr. Luse asked me to let Stephen go in partnership with me in the boarding house and keep a boarding house ; I said "No, I will go in partnership with no one ; what I do I will do alone." "All right then," he said, and that I better let Stephen have the office as it was for tobacco and segars, and all and anything he could sell there for himself, and I take the boarding house part of it ; I did so and I received all the money for the balance, and nothing more than that ; never a cent for anything but for my boarding house.

Q. Stephen has had all that was obtained in other quarters ?

A. Anything that Stephen has he does not get from me, neither does he have any connection with my business whatever.

Q. When was that talk between you and your husband ?

A. It was when he did not succeed in getting a license, if you know when that was ; I do not know ; I don't remember.

Q. He applied several times ?

[Objected to as answered before.]

A. I think not ; I don't think he ever applied but once, and I don't think he applied then ; he advertised in the paper.

Q. That is before you went into the Park House ?

A. Yes, sir, when we went into the Park House he advertised in the paper.

Q. [*By the Court*] : When was it ?

A. It was when we went into the Park House Mr. Luse advertised in the paper according to the requirements of the law, that he would apply for a license to the Council.

Q. It was about that time you had the conversation ?

A. Yes, sir, it was after he was denied—he did not get a license that he thought he should get ; it was about that time.

Q. How long after that was it ?

A. Now, I couldn't tell you to save my life. You must think I have an extensive memory, I have not got one to reach far enough for that.

Q. You can give about the time ; was it the day
10 after you moved into the Park House ?

A. No, sir, it was not a year.

Q. Was it six months.

A. Well, I hardly think it was six months.

Q. Well, about six months ?

A. It might have been between three and six months, somewhere, I can't tell.

Q. After you moved into the Park House somewhere between three and six months, you had boarders then three months after you moved in ?

20 A. The day I opened the house I had two families of boarders.

Q. All your family you had, I think, you said was your own daughter ?

A. I have one daughter, sir.

Q. A grown up young lady, isn't she ?

A. She is, I think I answered that question.

Q. Now, at the time when you purchased the Park House your husband was owing some debts, wasn't he, that you know of ?

30 A. I don't know anything about it, sir.

Q. Didn't you know of any judgments or executions against your husband then ?

A. I know Sam Jones has pretended to hold an execution over my husband, I don't know of any one else.

Q. Wasn't your husband a great deal pressed with debts after he went out of the United States Hotel and before ?

A. I don't know that he was

40 Q. Didn't he ever tell you so ?

A. No, sir, he never has.

Q. Never told you about his being in debt?

A. I don't know anything about it; I don't recall it to mind now.

Q. The time you took the Park House you did not know that your husband was in debt at all except to Sam. Jones?

A. I did not know that.

Q. When did you first know that he was in debt to Sam. Jones? 10

A. I couldn't tell you when it was.

Q. Well, about?

A. Sometime when he come over to the Park House and I asked Mr. Luse what he was there for and he said he wanted some money from him.

Q. When was that?

A. It was after we went into the Park House.

Q. Shortly after?

A. I don't know whether it was shortly or not.

Q. A couple of months after, wasn't it? 20

A. I don't know.

Q. Well, about a month or two after?

A. You can put it a month or two or three, but I don't remember; I know I saw him there and I asked Mr. Luse what he wanted; he told me he wanted money from him.

Q. That was a month or two or three after you went into the Park House?

A. Somewhere about that.

Q. The property that came back to you after the 30 appraisalment was the piano and stool, a gilt mirror, 12 dining oak cane-seat chairs, one what-not, one three-drawer bureau, one wardrobe, one iron hat-rack, one kitchen table, one marble-top table, one ditto, one small looking-glass, one stand—

Plaintiff's Counsel: What is the counsel reading from? He is reading from a paper under the thin pretense of examining the witness.

Defendants' Counsel: I am reading over the list of 40

articles, to wit: \$200 worth that she said went back, and I ask if these are the articles that went back.

The Court: You have the right to ask if certain things went back. You can ask whether certain goods, naming them, were returned to her; if you limit yourself to that the question is competent.

Defendants' Counsel: That is just what I was doing, your Honor.

10 *Q.* Now, before the interruption, you told us what came back?

Plaintiff's Counsel: I object to that; she has not told him.

The Court: Go on.

Q. [Paper handed to witness.] Look at that list and see whether that is the list of articles that came back to you. Just read it over if you can; it is pretty tough reading?

A. [Reading.] Piano and stool, one gilt mirror, 12 dining room chairs, cane-seat chairs—

20 *The Court*: If you know whether they came back you may state anything that did not come back.

Witness: [Resuming.] Three drawer bureau, wardrobe, top table, ditto, 5 looking glasses, one kitchen table, some kind of a stand—I don't understand what it is—music stand; one dozen and a half pairs of sheets, one single sleigh.

Q. Those articles were all returned to your husband?

A. They were.

Q. Do you know who took them back?

30 *A.* I do not.

Q. Now, were they all the articles that belonged to your husband from the old United States Hotel or from the farm?

A. No, they were not.

Q. Now, then, where were the other things that belonged to your husband?

A. In his bedroom, sir.

[Objected to that it is not relevant. Objection overruled.]

40 *Q.* Were they all in his bedroom?

A. Yes, sir.

Q. Do you mean to be understood as saying that outside of this \$200 worth your husband had no other goods in the Park House which were taken either from the United States Hotel or from the farm, except these goods, no other goods except what was in his bedroom, and these \$200 worth?

A. I tell you his furniture that belonged to his bedroom was in my bedroom, and furniture that he took from the United States Hotel was in his bedroom, and 10 the Sheriff did not come into his bedroom, and he didn't take it; it is there yet.

Q. My question to you was, and I desire a distinct answer, whether you mean to be understood as saying that this \$200 worth which was returned to your husband, and the goods which he had in his bed-room were all the goods that you took from the United States Hotel or from the farm to the Park House?

[Objected to.]

A. There are some goods marked on that list, sir, if 20 you will pick it up and look at it.

The Court: Can't you answer the question?

Witness: The furniture aside from what was sent back to Mr. Luse that went from the United States Hotel was in his own bed-room; there was very little went from there; there was very little went to the farm, and from the farm to the Park House that belonged to Mr. Luse; it all belonged to me.

Q. What furniture was in his bed-room?

A. There was the carpet on the floor, there was five 30 chairs, there was a desk, there was a large mahogany bureau, several pictures, looking-glasses, lamps, a bedstead, a spring bed, a hair mattress, a feather bed and four pillows and the bed quilts accompanying the bedstead, and a stove, a foot stool and a spittoon.

Q. You remember that pretty well?

A. Well, that is all that is there.

Q. That and this list of \$200 worth is all the property you took from the farm house?

A. I think it is, sir.

Q. And the United States Hotel?

A. I took but very little.

Q. [*By the Court*]: In the house?

A. Yes, sir, I can't say that is every thing; there may be here and there a bed-quilt, and now and then a sheet or something of that kind, but I presume they are nearly all worn out by this time.

Q. How many boarders had you the first year you were there?

10 A. I opened the house with two families.

Q. How many did they consist of?

A. Mr. and Mrs. Geo. Sanford and four children, and nurse; there was Mr. and Mrs. Cooper and their son; they went in on the 10th of August, and I cannot tell you the date they left, for I don't remember, but they stayed through the season; it was late in the season for summer boarders when they left.

Q. September?

A. I think it was the last of September; I am not
20 sure, it was late in the season; I think it was in October when they left.

Q. There were Mr. and Mrs. Cooper and son, and Mr. Sandford and his family?

A. Yes, sir.

Q. When did Sandford and his family leave there?

A. They all went at the same time.

Q. The usual time for Summer boarders to leave is what time?

A. Any time when they choose to go.

30 Q. They choose to go about what time, if you please?

A. From the first of September to the last of October, first of November; I had some stay till the last of October and some till the first of September.

Q. Those were the families you had the first year; how many had you the second year?

A. I had the house as full as I could pack it the second year, so much so that I made beds on the floor for some of them.

Q. About how many?

40 A. I got as high as sixty at one time, that is in 1874.

Q. What time did they come usually ; what time does the season open as you consider ?

A. They come from the first of May on till the 4th of July.

Q. How was it in 1875 ?

A. Not so full but pretty fair.

Q. Well, about what had you in 1875 ?

A. From 45 to 55, from 45 to 50.

Q. Did they thin out before the season was over ?

A. They did not stay so long as they did the Summer 10 before.

Q. A good many of them belonged to the town here ?

A. Well, I have had in the Winter season as high as thirty-five boarders, had thirty-five Winter before last and thirty-two last Winter, and this Winter I have not had but sixteen, and now I have but eleven.

Q. How was it this Summer, the past Summer ?

A. Well, I did not have many boarders last Summer.

Q. Considered a poor season, wasn't it ? 20

The Court: I can't understand what this testimony has to do with this case.

Plaintiff's Counsel: We want to know. We don't object to it.

The Court: Go on then.

Q. How soon after this property was sold by the Sheriff was it returned to your house again ?

A. Which do you mean ?

Q. After it was taken by the Sheriff ?

A. It was brough back after the appraisal. 30

Q. The \$200 worth ?

A. After the appraisal.

Q. Did you get any other part of it back ?

A. There was some part of it bought at auction, sir.

Q. How much ?

A. Some of the sets of furniture, some of the beds and some of the bedding and some chairs, bureaus, etc.; bought at auction ; sold and brought back to me.

Q. Who bought it ?

A. Stephen W. Luse. 40

Q. Was the great bulk of this property bought by Stephen W. Luse and brought back to your house right away?

A. There was some of it, some bought by Stephen W. Luse; I think there was a list of all that he bought.

Q. Have you got it?

A. I have not.

Q. Do you know where it is?

10 A. I think Stephen has it.

Q. He brought the property back and replaced it right away in the rooms?

A. It was brought back after the sale.

Q. How long was the room [property] out of the house?

A. From Tuesday to Saturday; I think, if I am not mistaken, it came back on Saturday.

Q. Don't you recollect now it was moved only a day before the sale and brought back the day of the sale?

20 A. I am not positive whether it was the day of the sale or the day after; the sale was on Friday; I think if the goods were brought back the day of the sale it was on Friday; I don't know whether they were brought the same day or the next day; I am not sure.

Q. Was the green bedroom set brought back?

A. Yes, sir.

Q. Both of them?

A. Yes, sir.

Q. Weren't the two oak sets brought back?

30 A. Yes, sir.

Q. And the walnut?

A. Yes, sir.

Q. And the maple bedstead?

A. I am not sure—I don't know; I can't say positively about that.

Q. Wasn't the other walnut bedstead brought back?

A. No, sir.

Q. Turned post bedstead?

A. Yes, sir.

40 Q. Light wood bedstead?

A. I think not—I don't remember now; I do not recognise it in the rooms.

Q. The dining-room chairs?

A. Yes, sir; there were dining-room chairs brought back but not any *bought* back.

Q. Assorted chairs brought back, rocking chair brought back?

A. One rocking chair.

Q. The four wood arm chairs, were they brought back? 10

A. They were bought and brought back.

Q. Cane-seated chairs brought back?

A. Yes, sir.

Q. Two cots, were they brought back?

A. I don't think they were.

Q. You think they were not?

A. I think not.

Q. Were they not in the house—just think about it?

A. Well, I am trying to think, sir; I have no cots in the house now, I think; I am not sure; I don't 20 remember of any in the house; it may be they were brought back, but I am not certain.

Q. You do not say they were not brought back?

A. No, sir; I can't say they were or were not.

Q. The bureau with glass to it, was that brought back?

A. It was.

Q. And the small bureau?

A. Yes, sir.

Q. One stand table; was that brought back? 30

A. There is one stand table in Stephen's room, and they were all taken; so it must have been brought back, for it is there now.

Q. Also two wash stands; were they both brought back?

A. You mean brought back in the \$200 worth?

Q. No.

A. Do you mean *bought* back?

Q. No, I mean brought back in your house after the sale? 40

A. I can't say ; what was the question ?

Q. My question was whether there were two washstands, whether they were both brought back to your house after the sale ?

A. I don't think they were.

Q. You think they were not ?

A. I do not recognise them in the room; I don't think they were; it don't seem to me they were.

Q. There was a double washstand; was that brought
10 back ?

A. No, I do not recognise that.

Q. A dressing table ?

A. That was brought back.

Q. A stand at Sutton's; was that brought back ?

A. I don't remember that it was; I do not remeber it in the house now; it may be, I cannot tell you without going into the house and looking over these things.

Q. One table ; was that brought back ?

A. A side table, yes, sir.

20 Q. Cellar table; two cellar tables and one old one ?

A. They were not brought back.

Q. A lot of crockery ?

A. No, sir.

Q. Stew pans ?

A. No, sir.

Q. Boiler and tin ware ?

A. No, sir.

Q. Earthen pots ?

A. No, sir.

30 Q. One cupboard ?

A. No, sir.

Q. One extension table ?

A. No, sir.

Q. Marble-top centre table ?

A. They came back in the \$200 worth.

Q. Ten sets of crockery, chamber crockery ?

A. No; There was some of it, but not any 10 sets -
only one or two, that was all.

Q. Hair-cloth sofa, did that come back ?

40 A. No, sir.

- Q. Parlor set, 7 pieces, did they come back
 A. No, sir.
- Q. 56 yards of parlor carpet, was that brought back ?
 A. No.
- Q. None of it ?
 A. No, sir; none of it.
- Q. Stair carpet ?
 A. No, sir.
- Q. Ingrain carpet, 22½ yards.
 A. No. 10
- Q. A lot of old carpet ?
 A. No.
- Q. 18 yards of ingrain carpet ?
 A. Yes, sir.
- Q. That came back ?
 A. That was bought and brought back.
- Q. Nine yards of ditto, did that come back ?
 A. No, sir.
- Q. 12 yards ditto; did that come back ?
 A. No, sir. 20
- Q. Five pair lace curtains ?
 A. No, sir.
- Q. 28 yards of oil-cloth ?
 A. There was some of the oil-cloth bought and brought back but not all that was taken by a great deal.
- Q. How near all of it
 A. Well, there was one hall, I didn't get any for it.
- Q. 10½ pairs of sheets ?
 A. They came back in the \$200 worth. 30
- Q. You have not got them marked here that way.
 A. Then I am mistaken.
- Q. Do you recollect whether they were brought back or not afterwards ?
 A. I got some sheets back.
- Q. You can't tell whether there were 10½ pairs or not ?
 A. No, sir; I never counted them.
- Q. You don't know, then, but what you got the whole 10½ pairs ? 40

A. I don't know.

Q. Counterpanes—never mind that—they were in the others?

A. No, they were not; it may be possible though.

Q. If they were not in the \$200 worth did they come back?

A. No, sir; I don't think I have got them; I don't think they came back at all; I think it is a mistake, because I don't think I got any of those counterpanes
10 back; there is some mistake there because I did not get the counterpanes I know.

Q. Three blue counterpanes; did they come back?

A. No, sir.

Q. One quilt?

A. No.

Q. One mattress?

A. I don't know how many mattresses I got.

Q. One bolster?

A. One that was bought back.

20 Q. Brought back afterwards?

A. Yes, sir, brought back.

Q. Four feather bolsters?

A. No, I didn't get them.

Q. 14 feather pillows:

A. I got none of them.

Q. One pair *ditto*.

A. No.

Q. 11 straw beds?

A. I got some of the straw beds; I did not get them
30 all.

Q. One spring bottom:

A. Did not get it.

Q. One pair of stair oil-cloths?

A. Didn't get it.

Q. Two window shades?

A. I can't tell you whether I got them or not.

Q. Stair rods?

A. I didn't get them.

Q. Two wedge bolsters?

40 A. Did not get them.

Q. 4 mattresses ?

A. I got some mattresses but I can't tell you how many ; I got two, I think, or three ; I don't know how many ; I got some of them but I don't know how many there was now.

Q. Now, these articles that were brought back the day of the sale or the day after were brought back and put into the rooms as they were before, weren't they.

A. They were brought and put into one room, and as I could arrange them afterwards I did. 10

Q. Did you buy any new furniture after that ?

A. Yes.

Q. How much ?

A. I have bought pieces of furniture where I needed it and taken some of the rooms and stripped them and put in other more desirable rooms and got along with buying as little as possible.

Q. I see you put certain red marks on here, when did you put these marks there ?

[Objected to that it has been asked before.] 20

[Question waived.]

Q. This furniture was a good deal worn, some of it, was it not ?

A. Not very much, there was not any of it very bad.

Q. Bedroom sets ?

A. Some of the carpets were worn, but the bedroom sets were not very bad ; some of the carpets were new and some were good. Some of it was worn and some of it was not.

Q. The oil-cloth was a good deal worn wasn't it ? 30

A. Some pieces of it, not all of it.

Q. The bedroom sets were a good deal worn weren't they ?

A. No, they were not.

Q. Furniture that is used by boarders, especially by Summer boarders, gets knocked pretty badly, doesn't it ?

A. Well, sir, I find that people take pretty good care of it. It is very seldom that I get a family that does not take good care of my furniture. If I get a large family of children they are not very particular 40

about it. My furniture was in a pretty good condition.

Q. Just middling good?

A. More than middling good, it was so good I was not ashamed to take any one in to see it and engage the room for them and ask a good price for their board. If it had been so very bad I could not have done that.

Q. You are a good house-keeper, I know you are. Now, this furniture would not have sold for anything like new furniture, would it?

10 A. I do not imagine it would unless the person was blind that bought it.

Q. Anybody looking at it would have seen pretty well that it was second hand furniture?

A. It is quite likely they would have seen that it was not new.

Q. You spoke about your taking the United States Hotel—the sale of the United States Hotel furniture there and using those notes; did you get any other notes; a note of Mr. Budd for \$1,800 worth of Mr. Luse's property; you know Daniel Budd?

20 A. I knew him while he was living.

Q. Did you ever get any money of him at any time on a note?

The Court: A note to her husband?

Defendants' Counsel: A note of Daniel Budd for property that belonged to her husband that he held in trust.

Witness: That he held in trust, no, sir.

30 Q. Did you ever get any thing of Daniel Budd?

A. Budd and Hillyard held the title of the Farmer's Hotel.

Q. Did you get anything of Daniel Budd, that is what I want to get at?

A. No, sir; I didn't get anything of Daniel Budd.

Q. Did Mr. Luse hand you the note?

A. No, sir—excuse me, I am wrong; I let Daniel Budd have \$1,600 and took his note for it, and the day he was dying I went to get that money.

40 Q. When was it you let him have that \$2,000?

A. I let him have it—well, I can't tell you; I didn't let him have \$2,000, it was \$1,600.

Q. Well, when was that?

A. He had \$2,000 of money that I got out of the Hedden property, out of the \$5,000—not \$2,000 but \$1,600.

Q. And you let Mr. Budd have \$1,600 out of the Hedden money?

A. Yes, sir, and he gave me his note.

Q. Paid it back just before he died?

10

A. No, he did not; he gave me his note; he paid me the interest on that note as long as he lived, and the day he was dying I went expressly to get that money to enable me to pay on the property I bought; he was in a state that I could not speak to him, so I came back; I did not get the money till after.

The Court: It doesn't make any difference whether you get the money or not.

Q. Did you get any other money of your husband, anything on a policy of insurance?

20

A. I held an insurance on the life of a woman for several years; I paid the premium and when she died I went and got the proof of it.

Q. Did you get it out of your husband?

A. I got that policy from my husband; he gave it to me.

Q. When was that?

A. Well, I can't tell you that; it was years ago; the woman has been dead, now, some 6 or 7 years, or something of that kind; I don't know how long; but 30 when she died I got the money.

Q. How long did you say that person had been dead?

A. I think it is 6 or 7 years since she died; I am not certain how long it is.

Q. You can't tell the time exactly?

A. I cannot; some 6 or 7 years ago.

Q. You said somebody had come to your house and wanted to get board last summer; who was the first person you mentioned that didn't come? _____ 40

A. Why, I answered all those questions yesterday.
Plaintiff's Counsel: You did not on cross-examination.

Witness: There was Mrs. Van Horn.

Q. Who is she?

A. A lady from Jersey City.

Q. Wife of the Rev. Dr. Van Horn?

A. I think not.

Q. What time did she come to your house?

10 A. They came to my house the day after my furniture was taken out to be sold.

Q. What day of the month was that?

A. Well, what day was it taken out?

Q. Well, I don't know; that is just what I want to find out.

A. Well, I can't tell you without referring to some paper; that I can't remember.

Q. August 3d, 1876, I observe is the time when the articles were taken; isn't that about the date?

20 A. The day after the sale was the day they came, whatever date it was; that was the day.

Q. I am just trying to fix that date if I can; it was sometime in the early part of August, was it, that Mrs. Van Horn came?

A. Yes, sir.

Q. She wanted a boarding place?

A. Yes, sir.

Q. Had you no room for her?

A. I had no room that suited; she didn't want a
 30 back place, she wanted a front room and I couldn't give it to her because I had none prepared.

Q. Wasn't there furniture in your back room?

A. There was furniture in some of the rooms that were occupied by the boarders that I had to take out of some of the front rooms that were torn up.

Q. Hadn't you back rooms that were furnished and had no boarders in?

A. I had one, No. 24, that had no boarder in.

Q. Now, then, she didn't want that room?

40 A. No, sir, she didn't.

Q. Couldn't you have moved the furniture from that to the front room ?

A. No, sir.

Q. Why not ?

A. Because it wouldn't suit—it was not suitable furniture.

Q. Who was the next lady ?

A. Miss Vreeland.

Q. Did she want a room too ?

A. She did. 10

Q. Where was she from ?

A. She was from Jersey City.

Q. Didn't she come afterwards there ?

A. She came there afterwards.

Q. How long after ?

A. After I had the house fixed so that I could take her in, she came.

Q. How long after ?

A. Next week after when I could get the room prepared for her. 20

Q. The next week after ?

A. Yes, sir.

Q. Did Mrs. Van Horn come afterwards ?

A. No, sir.

Q. She did not come back ?

A. No, sir.

Q. Who else was it came there, you say ?

A. There was a Mr. Cargreve wanted board for his wife and two grand-daughters and himself and wanted to stay late in the season. 30

Q. What time did he come ?

A. That week that I had no rooms prepared; I am not sure what day of the week it was, Friday or Thursday or Saturday.

Q. You had empty rooms, hadn't you ?

A. Yes, sir, plenty of them.

Q. Rooms that were furnished ?

A. I have just told you that I had not.

Q. No back rooms furnished ?

A. I had back rooms furnished but nobody in them. 40

Q. All your rooms had boarders in that were furnished?

A. No, I told you there was one room that was furnished that had no boarder in, and I could not change the furniture because it was not suitable.

Q. Wouldn't Mr. Congreve take that?

A. No, sir, he wanted three rooms.

Q. Could you have supplied him with them anyhow?

10 A. Yes, sir, if I had them furnished.

Q. Did he come back?

A. No, sir.

Q. Did you tell him in a day or two he could come back?

A. I told him of the situation; told him how I was fixed and what had been done.

Q. Did you tell him you would furnish a room in two or three days?

A. If I could I would do it, I told him; he didn't
20 want to come back; he wanted his board then and there.

Q. Wanted it right away?

A. Yes, sir, decidedly.

Q. Now, you have spoken about some of this furniture after the Sheriff had been there and levied on it; did you change any of the furniture in the room?

A. I am constantly changing furniture from one year's end to the other; there is not a month in the year but what my house is changed; one family wants
30 this and that thing, and I turn out that thing and this thing and change it and make the rooms as pleasant and nice as I can; I have ample witnesses to prove that I have changed the furniture always; that I have always done.

Q. You didn't change this a day or two before this sale on purpose; did you put some old furniture in the place of it?

A. I changed the furniture wherever I wanted it; I put it as I wanted and where I wanted it to suit people
40 that came into the house, and N. B. Luse's bedroom

was changed and they did not go into it because it was changed.

Q. Where was it put?

A. It was in his bedroom but his room was changed?

Q. The room was changed to another place?

A. It was not done purposely to cheat anybody, it was done that I might have better opportunity to rent front rooms.

Q. When was that done?

A. When the building was finished. 10

Q. About what time was it done?

A. It was done when we had the house ready to be occupied; that is the wing of the building, then we changed the room; we first occupied a front room, a corner room. I could rent that room for twice what I could a back room, and I gave it up and went to the wing of the building and that furniture they didn't get.

Q. Had you some of the rooms locked up?

A. I locked some of the doors so they could not go in the wing of the building. 20

[*Re-direct.*]

Q. You have been asked about a policy of insurance that you held on the life of a woman. How long ago do you say it was she died?

A. Well, I think it was six or seven years ago.

Q. For how many years before she died did you pay the premiums on that insurance?

A. About five or six years; I think it was five or 30 six, I am not just certain.

Q. It was a policy of insurance your husband took out on the life of a woman?

A. No, sir, he got it in a transfer some way or other.

Q. He gave it to you?

A. Yes, sir.

Q. You paid the premiums on it?

A. Yes, sir.

Q. Out of your own money from year to year until the woman died? 40

A. Yes, sir.

Q. And then collected the money yourself?

A. Yes, sir, but my husband went with me the day I went to New York.

Q. And money was paid to you?

A. Yes, sir.

Q. Do you recollect what you did with that money, what use you made of it and how much there was of it?

10 A. I took \$350 of that and bought a carriage; there was \$500 of that money went to Mr. Sam Jones with the understanding that he was to cancel that judgment that he held over Mr. Luse's head.

Q. That is the first judgment here now, is it?

A. Yes, sir.

Q. Your husband claims that judgment was paid?

[Objected to.]

Plaintiff's Counsel: I propose to show that this
20 \$500 went to pay, as she understood, to satisfy this judgment in full; they referred to it in cross-examination.

Witness: I did not pay it to Mr. Jones. I gave it to my husband.

Defendants' Counsel: I move to overrule it.

The Court: She can prove she gave it to her husband for that purpose; you cannot go any further
30 than that.

Defendants' Counsel: I move to overrule all about that \$500 as mere hearsay, and no re-examination, and as having nothing to do with the case.

[The Court overrules what was said by the witness as to the understanding between herself and her husband.]

[*Defendants' Counsel* prays an exception to the ad-
40 mission of the rest of the testimony as to the transac-

tion, and that his exception may be sealed, and it is allowed and sealed accordingly.]

{ L. S. }

10

- Q. What did you do with the rest of it? 20
 A. I used the rest of it for any purpose that I needed.
 Q. The bond and mortgage that Messrs. Budd and Hillyard gave you were given on the Farmers' Hotel property on Market street?
 A. Yes, sir.
 Q. It was formerly occupied by your husband?
 A. Yes, sir.
 Q. That bond and mortgage was paid off to you?
 A. Yes, sir.
 Q. \$1,600 of it you loaned to Daniel Budd? 30
 A. Yes, sir.
 Q. You held his note?
 A. Yes, sir.
 Q. And he paid you the interest on it annually?
 A. Yes, sir.
 Q. Did you get payment from him in his lifetime?
 A. No, sir.
 Q. Did you ever get money on that note directly or indirectly; if you did, please state to the jury how you got it? 40

A. I took that note to the National Iron Bank and gave it to them, and gave them my own individual note and they gave me \$1,600.

Q. Have you the note here that you gave the bank?

A. I have.

Q. They collected the money?

A. I presume so; I never heard of it since, and I wouldn't have got that note if they had not collected it.

10 Q. [Paper handed to witness.]

A. That is the one.

Q. What is the date of it?

A. June 2d, 1873.

Q. What did you do with the money that you got on that?

A. I put it into that house in payment of part of the money, \$8,000, that I had to raise, the first payment.

Q. You said you loaned \$1,600 of this \$5,000 to Major Budd, the \$5,000 Hedden money; what was it 20 you did with the rest of it, if you can recollect?

A. Well, it was used for anything that I needed it for.

Q. Did you let your husband have any of it?

A. I think I let him have some of it; I think he had \$400 of it; used for various purposes, for anything that was needed around.

Q. Did any of it go into the furniture of the United States Hotel to pay Mr. Drake?

[Objected to as leading.]

30 Q. Well, tell us about it?

A. I can't tell you only that I spent it as I needed it for various purposes; I don't know that I can remember to tell where every dollar went; I can't do it.

Q. Now, you say that when you bought the Park House you had a supposed understanding with Judge Dalrimple that he would turn in trust funds to help you pay for it?

A. Yes, sir.

Q. And he failed to do so?

40 A. Yes, sir.

Q. And that you borrowed \$4,000 of Mr. Baker ?

A. Yes, sir.

Q. And scraped around and got the other \$4,000.

A. Yes, sir.

Q. The question is whether or not after you had paid for the Park House, that is paid the payment of \$8,000, you had any funds left ?

A. I had very little.

Q. Or your husband ?

A. Very little. 10

Q. Did any of the funds that you or your husband had go toward the payment of this furniture ?

[Objected to as not re-examination.]

[Allowed.]

[*Defendants' Counsel* prays an exception, that his exception be sealed, and it is allowed and sealed accordingly.]

{ L. S. } 20
.....

30

A. It did not, any of it.

Q. You say you understood Judge Dalrimple paid \$10,000 of trust money on this mortgage; do you know anything about the transaction yourself personally ?

A. No, sir. 40

Q. Do you know whether he paid the mortgage or whether it was assigned to him?

A. It is in this way that he holds the mortgage on the Park Pouse.

The Court: Are you going into that?

Plaintiff's Counsel: No, sir.

Q. You don't pay interest only on the \$7,000?

A. That is all; yes, sir.

Q. Now, just look at that note given to Miss John-
10 son, of June 30th, 1873, and tell us whether or not that was the first furniture you bought for the Park House?

A. That was the first furniture I bought.

Q. See if there is any memorandum on the back of that note by which you can tell how long you paid interest on it?

A. I paid interest on it 11 months.

Q. Can you tell us where you got the money to pay that note?

20 A. I took it from my house.

Q. From the proceeds of your own house?

A. From the proceeds of the boarding house; I got it from my boarding house, sir.

Q. Look at this bill of Sutton's and see if you can tell where you got the money—those items of payments which you have already given on the bill of Sutton, furniture dealer?

A. I got that in the same way; I got it from the board of my boarders; I paid these bills for all this
30 furniture as I could earn the money in boarding people in my house; that is the way I paid it.

Q. Look at this bill of L. B. Miller, July 20th, 1873, and see if you can tell us when you paid that bill?

A. It was a check given to L. B. Miller for that amount of money, and when it went to the bank he got the money for it.

Q. Is or is not that the check that you paid the bill with, and if so what is the date of the check?

A. October 4th, 1873.

40 Q. Where did you get the money to pay that with?

A. That came out of the bank, out of my bank account; that was taken to the bank and the money got on it.

Q. I will show you the bill of Smith & Hodges of the 30th of April, 1874, and their statement with two promissory notes attached; on this statement I see that it speaks of three notes at one, two and three months; have you all three notes or not?

A. No, sir; I have not one of those notes.

Q. How many have you got? 10

A. I have two of them, and when the third one was due Mr. Luse was very sick indeed and I did not think of it and didn't pay any attention to it, and the note was protested; they sent me a notice; I sent the money to them to Newark and they did not send the note; I have paid it but never received it; I did not attend to it when it should have been attended to and it was protested.

Q. Where did the money come from to pay those?

A. Just the same place that it has all come from 20 that I had to pay for furniture.

Q. I show you a bill of L. B. Miller, May 8th, 1874, (one is a statement and the other is a bill); see if you can tell by looking at that whether it was paid in cash or in notes?

A. It was paid by notes.

Q. These are the original papers are they?

A. Yes, sir.

Q. Now, this matter of Lawrence & Green; please to look at that and see what was the first purchase you 30 made of them?

A. One mattress.

Q. The date of it, I mean?

A. April 29.

Q. And the next.

A. April 29th and May 2d.

Q. What year?

A. 1874.

Q. And the receipts on the back, were they put there at the time or not? 40

[Objected to as leading.]

A. Received payment in board August 31st, 1874.

Q. Who put those receipts there?

A. Lawrence & Green; there it is—they put it there.

Q. This little slip—whose receipt is that?

A. That is the same; I went into the store without the bill; they gave me that receipt; then when he came there, I had the bill and he wrote that on it.

Q. How was that bill of Lawrence and Green paid?

10 A. By boarding Mr. Green's family.

Q. Now, the Shedd bill; there is a credit here to which your attention is called by the counsel on the 11th of August, 1873, \$100 which you say you borrowed of one of the firm of Shedd Brothers'; how did you pay that \$100?

A. I paid it in board; he boarded with me till he left the town and he lent me the money, that I might settle with the firm; they wanted the money; he put it on account.

20 Q. These are the original papers?

A. Yes, sir.

Q. Was Mr. Timothy Burroughs one of the clerks of Shedd Brothers'?

A. He was.

Q. Was Mr. Leonard

A. Yes, sir.

Q. Dellicker?

A. Yes, sir, he was a clerk there.

30 Q. Now these papers that I have shown you are they all genuine papers?

A. They are.

Q. How much carpet did you buy of Mr. Shedd in the first two or three weeks, about the time you opened the house?

A. 44½ yards of carpet.

Q. Give me the sum total, if you can figure it up there?

A. [Referring to paper.] I bought something like
40 160 or 170 yards of carpet

[Papers which have been shown to the witness offered in evidence by Plaintiff's Counsel.]

[Defendants' Counsel objects to the note on the ground that it is entirely irrelevant and is not rebutting evidence. Also objects to bill of Sutton's, dated Sept. 16, 1873, on the ground that it is irrelevant, that it can be used only to refresh her memory, and that it is only hearsay evidence. Also objects to the bill of August 26th, 1876, of Lawrence and Green, as mere hearsay evidence and as irrelevant. Also objects to the account of Shedd Brothers' as not rebutting evidence and as irrelevant]

Defendants' Counsel: We object to all except the \$1,600 note.

The Court: Those notes, my impression is, are admissible if they show the endorsement on the back to be by those parties, the material thing is to show not how much the payment but the manner of the payment.

Plaintiff's Counsel: They are bills of sale of title?

The Court: I don't think they are. I will look at them during recess and rule on the question afterwards.

Q. Now, cast your mind back for a moment to the time when you commenced keeping a boarding house. Your husband advertised for a tavern license. Do you know what paper he advertised in?

A. In the *Banner*, I think. 30

Q. Do you recollect how soon after you bought the house that he made out that advertisement?

A. It was as soon as we had got into the house; I think it was as soon as the Council met; headvertised for three weeks in the paper that he would go before the Council and ask for a license; it was soon after we got into the house, but I can't say how soon.

Q. How long before you opened the house was it that the advertisement was made?

A. I can't tell you. 40

Q. Did it create any excitement here in town?

[Objected to.]

Plaintiff's Counsel: I propose to show that the moment that application was advertised there was a great excitement about it.

The Court: You can fix it in another way from that.

Q. Was there or not a public meeting held?

[Objected to.]

Q. Was this application before or after the public
10 meeting?

[Objected to.]

The Court: The paper will fix the date.

[Files of the *Democratic Banner* referred to.]

RECESS.

Plaintiff's Counsel: The only notice I can find is the 17th September, 1873.

Q. Something has been said about goods bought at
20 the Sheriff's sale by Stephen Luse, and brought back to the house; did you furnish any money for this directly or indirectly?

A. No, sir, I did not.

Q. Have you ever furnished any for that?

A. I have not.

Q. Was the parlor set or parlor carpet brought
back?

A. No, sir.

Q. How much of the carpet was brought back?

30 A. There was one whole carpet came off 14, and some small pieces of carpet, a small bed-room, not more than nine yards, I think.

Q. How many sets of bed-room furniture did he buy?

A. Four.

Q. Do you recollect of any other goods that he brought back besides those?

A. There were some mattresses, some toilet sets, some of the oil-cloth.

Q. Did that suffice to refurnish your house, what he
40 brought back?

A. No, sir.

Q. With what he brought back could you fill your rooms up and have your house ready for full occupation?

A. No, sir, I had to buy carpets for the floors before I put the furniture back again.

Q. And your parlor?

A. And the parlor suit was bought new; had a carpet for it; curtains and furniture were bought new.

Q. The rooms in the wing of that building, how do 10 they compare with those in front as to being desirable?

A. Not as desirable; they are pleasant rooms but smaller, and on the top of the building, and the front view of the house is very much preferable to the back.

Q. Did you ask the same price for boarders there as for the front?

A. I never have.

Q. Did you have them furnished in the same style, as expensively?

A. No, sir, there are one or two bedroom sets and 20 the rest are pieces of furniture made up as I wanted it.

Q. Were they fit to show first-class boarders into?

A. No, sir, first-class boarders would not want to take them; they are comfortable but not as well furnished as the front of the house.

Q. How long had you and your husband been occupying this back room at the time of the Sheriff's sale?

A. We moved into it of the building of the wing of 30 the building.

Q. How long was that before the Sheriff's sale?

A. I think we moved into the back room in the Spring if I am not mistaken, in June or the latter part of May when I was changing the rooms.

Q. Was it a month or two months or was it a year or two years before the Sheriff's sale?

A. It was more than a year.

Q. It was not done in contemplation of the Sheriff's sale?

A. No, sir, not at all, I did not suppose I should have a Sheriff's sale.

Q. Did you have anything to do with putting the notice in the newspaper which has been read to you here calling the attention of the public to the Park House, N. B. Luse, proprietor.

A. I did not.

Q. Did you order it put in?

A. I did not.

10 Q. Did you know who did?

A. I don't know whether Mr. Luse or Stephen did it, or who?

Q. You spoke about always having some particular boarders of whom you received pay; you mentioned a lady's name, did you?

A. Miss Mary Jane Stephens, or Mrs. David Bird (it is now,) boarded with me five or six years, paid me her board.

Q. You took the pay yourself?

20 A. I always did.

Q. Was that with the knowledge of your husband?

A. Indeed it was, he knew she was there and he knew I had the board.

Q. Mention any other person?

A. I used to have Isaac Miller, now dead, used to be with us a great deal. He paid me his board and I always took it and didn't make any "ifs" or "ands" about it.

30 Q. Now you said in the course of the cross-examination about washing for boarders; how is that?

A. I have done that, sir.

Q. For boarders in your house?

A. Yes, sir.

Q. In the old hotel?

A. No, not in the United States Hotel; on the farm, when I lived there, I had boarders and I washed for a whole family one Summer; the first year of the war I had a family by the name of Anderson boarded with me for seven or eight weeks, three children and a
40 nurse; and I washed for a family by the name of

and I washed for Captain Day and his wife; I have always received the money from them for the washing and used it as I pleased.

Q. You said you were in debt to Mr. Arnold, the butcher, some \$1,200 or \$1,300, which is in judgment, and that you were in debt to the groceryman; did you make any arrangement with Arnold or any of these gentlemen to let you run in debt with them so as to save money to pay for your furniture?

[Objected to. Objection sustained.] 10

Q. Were you able to pay these furniture bills and also to pay the butcher bill at the same time?

[Objected to in that form. Objection overruled. Defendants' counsel prays an exception, and that his exception may be sealed, and it is allowed and sealed accordingly.]

{ L. S. } 20

30

A. I hadn't money; I was not able to do it; if I had I would have paid the butcher bill.

The Court: I don't see that that is important, why she didn't pay the butcher bill. 40

Q. Have you saved any money out of your business ?

A. No, sir, I have not.

Q. Have you or not paid your debts incurred in keeping the Park House as far as you were able to do so out of the proceeds of the business ?

[Objected to. Objection sustained.]

Q. I understand you to say the first proposition,
10 when you went into the Park House, was for you and Stephen to take this thing in partnership ?

A. Yes, sir.

Q. And you declined to do that ?

A. I did.

Q. Do you know anything about Stephen's receipts for what he makes in the office selling segars and beer and whatever he sells there ?

A. I don't know anything about that.

Q. You have nothing to do with that ?

20 A. No, sir. nothing in the world.

Q. Do you charge him any board ?

A. I do not.

Q. What compensation, if any, does he make to you for his board ?

A. He does exactly what I stated yesterday; he makes out my bills and does the carving, the carving at the dinner.

Q. And has the use of the office ?

A. Yes, sir.

30 Q. Have you ever rendered any account to anybody, to your husband or anybody else, of this business ?

A. No, sir.

Q. Has your husband ever made any claim on you for any of the proceeds of the business ?

A. No, sir.

Q. Has he ever pretended to collect any of the money or interfere in any way ?

[Objected to.]

40 A. No; sir.

Re-cross.

Q. I don't think you gave the amount of the notes that were handed over to you?

A. I can not; I do not recollect.

Q. As near as you can tell?

A. It might have been some four or five hundred dollars.

Q. One thing more, please. After you moved into the Park House don't you recollect that there were 10 about some \$1,100 worth of ties sold off the farm, the proceeds of which you got there; railroad ties?

A. I never got the money for it; I don't know anything about it.

Q. Did you get any money after you moved into the Park House, or about the time you moved in, for anything sold off the farm?

A. Not that I know of; I don't remember to have got it.

Q. Don't you remember your husband selling ties? 20

A. Mr. Luse has always got some wood off the farm, and sold wood and ties ever since I have known the farm, when he needed or when he wanted it.

Q. About the time then that you moved into the Park House hadn't he sold a considerable number of the ties and given the money over to you?

A. No, sir, he did not give any money to me that come from any ties that I know of.

Q. Or wood?

A. Not that I know of.

30

Q. Did he give you about \$1,100 about that time?

A. No, sir.

Q. The money that you got during this time, did Mr. Luse, your husband, receive any money on account of boarding?

A. No, sir.

Q. To whom was it generally paid?

A. It was paid to my own self.

Q. Now, Stephen you say made out the bills?

A. He did.

40

Q. Has there ever been any understanding between you and Stephen as to what compensation he should have; that he should pay for board or anything of that kind?

A. No, sir; he is there as my child is; he lives there the same as my child.

Q. Lives in the house?

A. He does.

Q. Do you ask him to make out the bills or is that
10 a voluntary matter with him?

A. When any parties come there to board they put their names on the register; the register is in the office; when I wanted a bill I went to him and said, "Stephen, make me out this bill for so and so for a week," that is the way it has been done, and there has never been anything said about recompense or anything else; that is the way it has been conducted.

Q. Now, when the money was paid to you, did you
20 put it in the bank or would you pay it right out—mix it with your bank account?

A. I have had occasion to pay it out very much as I got it; sometimes I would put a little of it in the bank—not lately.

Q. These accounts that you paid at Newark and around, did you pay them by check—send them a check for the notes—or how?

The Court: I think this matter was opened on the examination-in-chief.

30 Q. Did you send checks for it or how did you pay it; checks on the Iron Bank or what way did you pay them?

A. I gave a note for some, and the papers there show when the note was due; I took the money I suppose from the bank; it was there; I drew from it as it was necessary.

Q. You couldn't tell exactly how much money you had when you first moved into the house there—how
40 your bank account stood?

A. I could not.

Q. You and Mr. Luse gave a chattel mortgage on the property too, didn't you?

[Objected to, that the record will show, and as incompetent. Objection sustained. Defendants' counsel prays an exception, and that his exception may be sealed, and it is allowed and sealed accordingly.]

{ L. S. } 10

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Q. You spoke of Sutton's; weren't the bills bought in the name of Mr. Luse at Sutton's originally, or some part of those goods? 30

A. Do you mean that bill I presented here?—no, sir.

Q. Weren't some of the goods charged originally to your husband?

A. There were undoubtedly bills or records on his book charged to N. B. Luse because he bought goods from him in the U. S. Hotel.

Q. But since you went into the Park House?

A. No, sir.

Q. Were these bills made out this way to you originally or have they been made out since this contro- 40

versy arose; have you got any of these bills since this controversy arose?

A. No, sir, they are bills that I got.

Q. That is enough, you didn't get them sure, you say?

A. I didn't get them since.

Q. The carpets for the parlor, who bought those carpets for the parlor?

A. You mean the old carpet?

10 Q. No, the new.

A. Stephen W. Luse bought them.

Q. Well, the other new furniture that has been bought since the Sheriff's sale, did Stephen buy it?

A. He bought the curtains, the carpets and the furniture, bought at the auction sale.

Q. Hasn't he bought everything that has been put into the house since the sale took place?

A. No, sir.

Q. What have you bought since?

20 A. Carpets to put on the floors.

Q. Anything else?

A. I have bought some chairs.

Q. How many chairs?

A. I have bought two or three rocking chairs.

Q. Anything else?

A. I bought some rocking chairs and I bought nine other chairs, put them in bedrooms, and I bought a wash-stand or a table.

30 Q. You told me correctly this forenoon what goods came back—brought back by Stephen?

A. As far as I recollected, I did; I can't positively state every one, but the things I did mention, those came back.

Q. There is nothing to take back on that?

A. No, sir.

Q. The \$17,000 is still a lien on the property, is it not?

A. If I understand the matter, sir, Judge Dalrimple assumed so many thousand dollars and he holds that.

40 Q. Instead of the Johnsons, he holds it.

A. Yes, sir.

Q. Here is the notice—I will ask you about that; I will read it—[Counsel reads notice from newspaper]—do you know about that notice?

A. I think that is the notice Mr. Luse had put in, or put in the paper expecting he would get licensed; I think that is it, sir.

Q. If that license had been granted Mr. Luse, you could have kept the house as a hotel?

A. In Mr. Luse's name.

10

The Court: We have had all that.

Q. You say Isaac Miller boarded with you; when did he board with you?

A. He boarded with us on the farm.

Q. Now didn't Sam Jones pay his board to Mr. Luse?

A. Pay Isaac Miller's board?

Q. Yes, Jones is a benevolent man, he might have done it?

A. Yes, he might, but I don't think he did.

20

Q. Where did Mrs. Stephens board?

A. She boarded with me on the farm.

Q. Did you do this washing yourself or hire a woman to do it?

A. I hired one woman, and I assisted with the washing myself; I did not hire but one servant girl, and I assisted her at the washing myself.

[Plaintiff's Counsel offers in evidence the will of Stephen Luse, of which Vancleve Dalruple is the 30 trustee, in Book F of Wills, page 470; read in evidence; codicil also read in evidence.]

[Plaintiff's Counsel also offers in evidence deed from Henry Hillard to Daniel Budd and wife, in Book A 7 of deeds, page 561.]

Plaintiff's Counsel: I want to ask Mrs. Luse if her husband has been engaged in any business transaction since these judgments, and I want to show none of 40

these judgments occurred since the Park House was opened.

The Court : There is no presumption they did.

Plaintiff's Counsel : If that question is raised I want to put in evidence upon it.

The Court : Yes.

PLAINTIFF RESTS.

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[Defendants' Counsel moves for a non-suit, on the ground that the property has not been shown to be the plaintiff's. Refused. Defendants' Counsel prays an exception, which exception was allowed, and is sealed accordingly.]

{ L. S. }

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The Court:

Those bills which were offered, accompanied by the receipts, I shall allow in evidence as parts of the *res gestæ* of that transaction.

[Defendants' counsel prays an exception to the admission of the bills, and that his exception may be sealed, and it is sealed accordingly.]

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.....
{ L. S. }
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DEFENSE OPENS.

William W. Fairchild, sworn for the defendant, examined by Mr. Werts, and testified as follows:

10 Q. You were the deputy sheriff under Jesse Hoffman?

A. Yes, sir.

A. During all his term of office?

A. Yes, sir, I was.

Q. When he was sheriff did you receive those two executions? [handing witness papers.]

A. Yes, sir.

Q. The levies are annexed to those executions, are they not?

20 A. Yes, sir.

Q. Who made those levies?

A. I made them myself.

Q. Where?

A. At Mr. Luse's house.

Q. When did you make the first one?

A. On the 1st of April, 1874.

Q. And the second one?

A. February 24th, 1875.

Q. This is an *alias* writ?

30 A. Yes, sir.

Q. Which one?

A. The first one.

Q. You say you made these levies at Mr. Luse's house?

A. Yes, sir; at the house and barn, and stables attached to the property.

Q. Whereabouts in the house did you make the levy?

A. I think it was in the bar room—in the bar room.

40 Q. Who was in there at the time?

A. Stephen Luse.

Q. Any one else?

A. No, sir.

Q. The rest of the property?

A. I made my levy first at the barn and stable; I inquired of Stephen where Mr. Luse was; he said he was unwell; he told me he was up in his room; I asked if I could see him. he said yes, and I went up to his room; he was there alone.

Q. You and him?

10

A. Yes, sir, and I acquainted Mr. Luse with—

[Conversations with Mr. Luse objected to.]

Q. Mrs. Luse came in presently?

A. I spoke to him first; she came in shortly afterwards.

Q. Any subsequent conversations between you there?

A. Yes, sir.

Q. Now, then, what occurred?

A. I told him I had an execution in favor of Mr. 20 Jones and came there to make a levy on all the property in doors and out under the instructions of the plaintiff and the attorney.

Q. Go on, sheriff.

A. Shall I narrate what was said by the two parties?

Q. Yes, go on.

A. Mr. Luse first said he owed Mr. Jones and he would pay him as soon as he could, but he couldn't pay anything then; I asked what property he had to give me up to levy upon; he said he had not got any- 30 thing, said he did not own anything; then I told him I should go on and make a levy as I was directed; the execution had been some sixteen days in the sheriff's hands and he was urged to make this levy; Mrs. Luse was very much disappointed at the news of this execution, apparently didn't know that there was such a judgment against Mr. Luse; I told her I should have to make a levy before I went away that day about 10 o'clock; Mrs. Luse seemed to me very melancholy about it and finally shed tears of it—considerably; 40

Mr. Luse told her not to take it to heart so much, better try and get the matter arranged some way. Then I said to them both, to Mrs. Luse in particular, however, that if she would give me the amount of the property of the goods in the rooms and save me the trouble of going all through the house as I wished to treat the matter as delicately as I could, and not make any excitement among the porters and servants, and if she would give me a list of the goods through the 10 rooms I would take it there in the room, and I levied upon the goods in Mr. Nathan B. Luse's room there then, and then Mrs. Luse began with No. 1, and gave me this levy here as I have it, room after room.

Q. You didn't go through the several rooms?

A. No, sir, I did not.

Q. That was the first levy?

A. That was the first levy.

Q. When you received the second execution, how did you make that levy?

20 A. I went to Mr. Luse and found him there in the office alone, I told him, "Uncle Nat"—

[Objected to.]

Q. Did Mrs. Luse come in on that occasion?

A. No, sir, I did not see her at all.

Q. The levy you made on that first occasion was a copy of the first levy?

A. Yes, sir.

Q. Did you go through the house on this second occasion?

30 A. No, sir, I don't think I did; I told him—

Q. The second execution is a copy of the first levy?

A. Yes, sir.

Q. Now then on the first occasion whom did you see at the Park House?

A. Stephen W. Luse, Mrs. Luse and Mr. Luse.

Q. Are those all the persons you saw?

A. I saw some of the servants passing up and down through the hallways.

Q. Did those other persons know of your visit there?

40 A. I do not know that they did.

Q. Did you disclose it to any person ?

A. No, sir, I didn't only to Mr. and Mrs. Luse.

Q. Did you talk in such a tone of voice that any one outside of the room could hear it ?

A. I suppose they might have if they had been standing there.

Q. Outside of the room, I say ?

A. We were in the room.

Q. Were you talking in such a tone of voice that a person in an adjoining room could hear what you were 10 saying ?

A. I should think they might.

Q. Whom did you see on the second occasion ?

A. No one but Mr. Luse; I didn't tell anybody; we generally treat those things rather delicately.

Q. You didn't go through the rooms on that occasion ?

A. No, sir ; I did not.

Q. Did you make known the purpose of your visit to anybody ? 20

A. Only Mr. Luse.

Q. These executions then remained in your hands how long before being advertised ?

A. The first one was a year, I should think; I can tell by looking at the dates.

Q. Look at your book and find when you first advertised the property for sale.

A. The first execution I received on the 20th of March, 1874 ; it was advertised the 13th day of June, 1876. 30

Q. Now when did you advertise under the second execution ?

A. I advertised under them both at the same time.

Q. Now, when did you actually sell ?

A. August 4th, 1876.

Q. On the 13th of June was the sale adjourned ?

A. Yes, sir.

Q. How long ?

A. To June 20th.

Q. Who made that adjournment ? 40

- A. Sheriff Hoffman.
- Q. Were you with him?
- A. I don't know whether I was or not; I think I was there the first adjournment.
- Q. Where was the adjournment, at the house?
- A. In the office.
- Q. When was the second adjournment, how long was the second adjournment?
- A. Adjourned one week, to the 27th of June.
- 10 Q. Who made that adjournment; do you know?
- A. The Sheriff is signed here; I think I was there with him.
- Q. And the next adjournment?
- A. To July 6th.
- Q. Who made that one?
- A. The Sheriff.
- Q. Were you with him?
- A. No, I was not with him then, sir.
- Q. Then it was adjourned how long?
- 20 A. I think on the 6th of July it was adjourned to the 25th of July.
- Q. And then?
- A. And then it was adjourned to the 27th of July.
- Q. And then how long?
- A. It was adjourned to the 4th of August.
- Q. Is that the day it was sold?
- A. That is the day of the sale after the goods were removed.
- Q. What day were they moved?
- 30 A. I think about two or three days prior to the sale.
- Q. Now, then, these adjournments that were made that you were present at, how were they made with regard to publicity?
- A. Well, they were made by open proclamation there and adjourned these dates.
- Q. Generally in the presence of a large crowd, who was there?
- A. There was always some one present there.
- 40 Q. Do you know whether or not the most of those

adjournments were a matter of arrangement with Mr. and Mrs. Luse?

[Objected to. Objection overruled.]

A. I know of my own knowledge there was a negotiation going on for settlement which was the cause of those adjournments.

Q. Did the settlement fail?

[Objected to. Objection sustained.]

Q. Did you receive any instructions from the plaintiff or plaintiff's attorney to take any steps to annoy 10 or inconvenience Mr. Luse in this way?

A. No, sir.

Q. Was not the contrary course adopted?

[Objected to.]

Q. [*By the Court*]: What directions were given to you by the plaintiff?

A. His instructions were to make some arrangements in the matter if we gave him time.

[Objected to.]

[Witness resuming.] Mr. Jones' instructions were 20 to me, if he would give him some kind of security or a mortgage.

By Mr. Werts:

Q. What instructions, if any, did you receive from Mr. Jones' attorney or from Mr. Jones with reference to these executions?

[Objected to.]

Q. (*By the Court*;) Were you directed by them 30 to make these adjournments from time to time by the defendant or the counsel, did you receive any specific direction to make these adjournments from time to time, and if so for the purpose of annoying these parties or worrying the money out of them?

A. Mr. Jones made propositions to the sheriff and myself to settle this thing.

[Objected to by Plaintiff's counsel.]

Q. (*By Mr. Werts*;) Why did you make all these 40 arrangements?

A. Mr. Luse did not seem to comply with Mr. Jones's request and we postponed from time to time; Mr. Luse came to me—

Q. Tell us if you know why so many different adjournments of this sale was made.

A. It was done in the first place, as I said—

The Court : He has answered that question.

The witness : Various propositions were made to me to settle the matter at the sale.

10 Q. Did you receive any instructions from the attorney of the plaintiff or from the plaintiff himself to annoy or worry, or harrass Mr. Luse in this matter ?

A. No, sir.

Q. Or any instructions to impair their business ?

A. No, sir.

Q. Or any instructions of the kind ?

A. No, sir.

Q. From whom did you receive the most of your instructions or all of your instructions regarding the
20 matter ?

A. Mr. Jones—I considered the attorney the same as the plaintiff.

Q. From whom did you actually receive your instructions ?

A. Sometimes from Mr. Jones and sometimes yourself.

Q. From whom generally ?

A. I don't know which called on me the oftenest; sometimes both were there together.

30 Q. Now, at these adjournments how many people were generally present ?

A. There were some two or three adjournments and I was not present till the sale took place.

Q. A congregation of three or four or five or six people at Mr. Luse's house is not an uncommon matter, is it ?

[Objected to. Objection sustained.]

Q. Have you on other occasions seen three or four people gathered at Mr. Luse's house ?

40 A. Yes, sir, more than that, often, daily.

Q. How frequently have you seen that number of people congregated there?

A. Generally in the day, more or less; three or four or half a dozen.

Q. When there was not a sheriff's sale going on?

A. Yes, when there was nothing going on.

Q. And does a congregation of four or five people there occasion any comment generally?

A. No.

Q. When you were there for the purpose of making 10 this sale did you conduct yourself in such a manner as to excite the attention of passers-by or present in the neighborhood?

A. No, sir; not at all.

Q. Or take any extraordinary care to call a crowd around about?

A. No, sir; no.

Q. Or to acquaint persons in the house with the objects of your visits?

A. Oh, no. 20

Q. Or interfere with the boarders in any way?

A. Not at all.

Q. Now, then I want to ask you this question: whether or not all of these adjournments were not understood to be made before the day they actually were made?

[Objected to.]

Q. I asked you whether or not with reference to these adjournments any arrangement was made before the actual day appointed for the sale? 30

A. They were making arrangements as I said before.

Q. You do not understand me; for instance say the sale was appointed for July 27th, was it or not known before the 27th, or understood before the 27th, that the sale was to be adjourned on that day?

A. The 27th of July I was not there.

Q. You do not understand me, there were several adjournments?

A. Yes, sir.

Q. Now, I want to know this: whether or not it was 40

understood between the parties and the sheriff before the sheriff went to Mr. Luse's house to make those various adjournments, that the sale was to be adjourned?

A. I think it was.

Q. Now, then, how did you come to remove those goods from the house?

A. The day we went there to appraise the goods this arrangement could not be carried out.

10 Q. What arrangement?

A. Why, with Mr. Luse and Mr. Jones; it failed; then we had to go on with the sale; we had but about three days before the sale, consequently we had to set off this \$200 that he was exempt from and we proceeded there with the appraisement.

Q. The appraisement was made where?

A. Down in Market street.

Q. What made you move the goods away?

A. Mr. Pitney said there should not be any appraisals take place in that house, and no goods sold in that house.

Q. Did they lock the doors on you?

A. They did when we came to get the goods away.

Q. Did they before?

A. Well, I don't know about that.

Q. I mean the outside door?

A. Oh, no, no.

Q. Did they threaten it?

A. I understood they did, I was not there; never
30 found that locked.

Q. And you moved the goods away?

A. Because they said they should not be appraised in the house and we must take them away, and then we appraised the stuff at the barn and at the farm and adjourned it a couple of days as Mr. Caskey had to go to New York, and then we went back there.

Q. There you sold them?

A. Yes, sir, and appraised.

Q. Have you got a list of what you sold?

40 A. Yes, sir, I have.

Q. You appraised the goods in Market street?

A. Yes, sir.

Q. And Mr. Luse claimed his exemption of \$200?

A. Yes, sir.

Q. He claimed it; he made the claim?

A. He claimed his exemption?

Q. Do you recollect whether or not there was any delay in making the claim?

A. The day that they were removed the selection was made, I think. 10

Q. Do you know whether or not the request was made for a little delay in that matter by Mrs. Luse or the attorney of Mrs. Luse?

A. I don't know; might have been possibly a short time; I cannot say about that now.

Q. When were the \$200 worth of goods taken back to the Park House?

A. I think they were taken back the day they were appraised.

Q. Do you know who took them back? 20

A. I think Mr. Luse's team.

Q. Nathan B. Luse's team?

A. I think so—I cannot tell exactly now.

Q. A team from his farm?

A. Yes.

Q. Now, then, just turn to the list of goods you sold.

A. They are here.

Q. You have them here?

A. Yes, sir.

Adjourned to Friday, March 9th. 30

FRIDAY, March 9th, 1877.

Plaintiff's Counsel: Mrs. Luse wishes to correct some of her evidence.

The Court: We had better finish the other witness first.

William W. Fairchild, re-called by Mr. Werts, further testified:

Q. Have you got your books with you there; all your books?

A. Yes, sir.

Q. Have you got the appraisal?

A. No, sir; I did not bring that book with me; I forgot that.

10 Q. Have you got the date these goods were sold?

A. Yes, sir.

The Court: Wasn't that fixed at August the 4th?

Defendants' Counsel: I just want to start from there, sir.

Witness: The date is here, August 4th, 1874.

Q. What time in the day did the sale commence?

A. Two o'clock.

Q. How long did it continue?

20 A. About three hours.

Q. How was the attendance at the sale?

A. Had a very good attendance.

Q. How about bidding?

A. The bidding was as usual on such sales.

Q. Well, how was that?

A. Well, pretty spirited.

Q. What kind of prices did the things bring?

A. They brought about the usual prices that they are bringing now, and from that time on.

30 Q. As compared with their value how did they sell?

A. Well, sir, they brought about very near their value, all of them, quite; some few exceptions, perhaps.

Q. Did anybody attend from the Park House at that sale?

A. Yes, sir.

Q. Who?

A. Stephen Luse.

Q. Did he make a purchase?

40 A. He did.

- Q. Where were the things that he bid on sent to?
 A. Taken back to the Park House.
 Q. Who paid for them?
 A. Mr. Stephen Luse paid the clerk.
 Q. To whom was the bill made out for those goods?
 A. I understood the clerk to say that he ordered them to make it out to—
 [Objected to.]
 Q. Do you know to whom the bill was made out?
 A. I do not know as I do, only what the clerk said. 10
 Q. You didn't see the bill itself?
 A. No, I did not.
 Q. You have been an auctioneer most of your life?
 A. A very great deal of it, sir.
 Q. And have sold a great deal of furniture?
 A. Yes, sir.
 Q. New furniture?
 A. New and old, second-handed.
 Q. Had a good deal of experience with furniture,
 haven't you? 20
 A. Yes, sir.
 Q. Have you got a list of the articles there you sold?
 A. Yes, sir.
 Q. What was the first article you sold?
 A. Washboiler, and old washboiler.
 Q. What did it bring?
 A. Twelve cents.
 Q. Was that more or less than it was worth?
 A. All it was worth was the copper about it; it was
 dilapidated. 30
 Q. What was the next article you sold?
 A. Foot-bath and contents, (tin,) small foot-bath.
 Q. How much did that bring?
 A. Fifteen cents.
 Q. Was that more or less than it was worth?
 A. It was all that it brought at anyrate, that had
 been used a great deal, it brought all I could get for it;
 it brought all it was worth.
 Q. It did?
 A. It did. 40

- Q. What was the next article you sold ?
 A. It was a sieve, sieve, pail, and stewpan.
 Q. How much did that bring ?
 A. Fifteen cents.
 Q. How was that as compared with their value ?
 A. Well, a fair price for it.
 Q. Well, the next thing you sold ?
 A. Three stone pots.
 Q. And they brought what ?
 10 A. Twelve cents.
 Q. More or less than they were worth ?
 A. Well, all they were worth.
 Q. Well, the next thing ?
 A. Bowls, pitcher and cup.
 Q. That brought what ?
 A. Twenty-five cents.
 Q. Was that a fair price for that ?
 A. Yes, sir.
 Q. Well, the next thing ?
 20 A. Two chambers and a pitcher.
 Q. What did they bring ?
 A. Thirty-five cents.
 Q. How was that as compared with their value ?
 A. Well, it was all they are worth; not worth any
 more I don't think.
 Q. The next thing ?
 A. Bowl and pitcher.
 Q. What did they bring ?
 A. Twenty-five cents.
 30 Q. Was that a fair price for them ?
 A. Yes, sir.
 Q. The next thing ?
 A. Bowl, pitcher and cup.
 Q. How much did they bring ?
 A. Thirty-five cents.
 Q. Was that a fair price for those things ?
 A. Yes, sir, I think so.
 Q. What next ?
 A. Three old vegetable dishes, cracked and dilapi-
 40 dated.

Q. How much did they bring?

A. Eighteen cents.

Q. How much were they worth?

A. Well, they were not worth any more than that.

Q. The next thing?

A. Kitchen table.

Q. What did that bring?

A. Thirty cents.

Q. How much was it worth?

A. I don't think it was worth any more. 10

Q. What sort of a condition was that in?

A. It had been used a great deal; not a very large one.

Q. What next?

A. Four meat dishes—small, oval.

Q. What were they worth?

A. Used a great deal, cracked and chipped as crockery always gets—twenty-five cents.

Q. How much were they worth?

A. That was all they were worth, twenty-five cents 20 for them.

Q. What next?

A. Twelve dinner plates.

Q. What did they bring?

A. Five cents a-piece—sixty cents.

Q. How much were they worth?

A. That was all they were worth.

Q. What sort of condition were they in?

A. Well, they had been used, chipped and knicked.

Q. Well, the next thing you sold? 30

A. Seven dinner plates, smaller sized, three cents a-piece—twenty-one cents.

Q. What were they worth?

A. Well, in my judgment that was all they were worth; it was a poor class of crockery; didn't come out of a dining-room, and it was all delapidated, and was cast off.

Q. From the kitchen?

A. Down in the basement.

Q. The next thing. 40

- A. Glassware and crockery, seventy five cents.
 Q. How much was it worth?
 A. Wasn't worth any more.
 Q. What next?
 A. A small table.
 Q. Where did that come from?
 A. Away down out of the basement?
 Q. What was its condition?
 A. Very dilapidated condition, in fact it was not
 10 worth anything.
 Q. How much did it bring?
 A. They sold it for ten cents, and the man never
 took it away, and I gave it away.
 Q. Who was it that sold it?
 A. Frank Carberry.
 Q. He didn't take it?
 A. No, sir.
 Q. What was the next thing?
 A. Five cane-seated chairs.
 20 Q. What did they bring?
 A. Twenty-one cents; \$1.05.
 Q. Where did they come from?
 A. Came from Mr. Luse's.
 Q. Whereabouts?
 A. Got them in the kitchen.
 Q. What was their condition?
 A. Oh, they were pretty well worn out.
 Q. Were they worth more or less than twenty-one
 cents a piece?
 30 A. No, sir, they were not worth any more.
 Q. Well, the next?
 A. Six cane-seated chairs and a rocker.
 Q. Where did they come from; what part of the
 house?
 A. I forget, sir; out of the bed-room if I mistake
 not.
 Q. What did they bring?
 A. Thirty-five cents a piece.
 Q. What kind of a condition were they in?
 40 A. The chairs had been worn and used considerably.

Q. Was that a fair price for them ?

A. Yes, sir.

Q. More or less than they were worth ?

A. Well, they were worth about that.

Q. Well, the next thing ?

A. Three imitation walnut caned chairs, thirty cents a piece.

Q. How was that for them ?

A. Well, they were in a dilapidated condition like the others. 10

Q. Were they worth more or less or about thirty cents ?

A. Well, I should consider it was a fair price for them.

Q. Well, the next thing you sold ?

A. Three oak chairs.

Q. What did they bring ?

A. Forty-five cents a piece.

Q. Who bought them ?

A. A. W. 20

Q. How was that as regards price ?

A. I forget what style of chair they were, now.

Q. You don't recollect that ?

A. No, sir.

Q. What was the next thing ?

A. Five black chairs, stained black, forty cents a piece.

Q. A good price for them ?

A. Yes, sir.

Q. Where they worth more or less than that ? 30

A. I don't believe they were, any more, worth that to use for, as a chair.

Q. What next ?

A. Spring bed bottom, \$1.30.

Q. What sort of a condition was it in ?

A. It was in a pretty fair condition.

Q. What sort of a price was that for that ?

A. It was a single one, of course it was not worth as much as a double one but it had been used a long time. 40

Q. What was it worth?

A. Might have been worth \$2.

Q. What did it bring?

A. \$1.30.

Q. What was the next thing you sold?

A. A maple bedstead.

Q. What sort of condition was that in?

A. I think that was in a pretty fair condition.

Q. What did it bring?

10 A. One dollar.

Q. What sort of a price was that?

A. That was worth a little more.

Q. How much more?

A. Probably a dollar more.

Q. What was the next thing sold?

A. Small dark bedstead, \$2.90.

Q. Who bought these different bedsteads that you have spoken of?

A. Stephen Luse bought this one.

20 Q. Is that a fair price for that?

A. Yes, sir; you could buy them now for \$4.00.

The Court: These articles that you have named— which, if any, did Stephen Luse buy?

Defendants' Counsel: I will have them name that afterwards.

Witness: It is the first article bought by Stephen Luse.

30 Q. Specify it when you come to one bought by Stephen Luse; what was the next thing?

A. A straw mattress, Stephen Luse, thirty-five cents; I will correct that, they are straw beds; they are put down straw beds; these are straw ticks inside of straw mattresses.

Q. How much did they bring?

A. Twenty-five cents—Mr. Stephen Luse.

Q. What was the next thing?

A. The next was a white one that brought twenty-
40 five cents.

Q. How much was that worth ?

A. No more than it brought.

Q. What was the next one ?

A. A brown straw tick.

Q. What did that bring ?

A. Fifty cents.

Q. What kind of a price was that for it ?

A. That was a fair price for it.

Q. What was the next thing you sold ?

A. The next one was a white straw tick, Stephen Luse, twenty cents.

Q. What was the next thing ?

A. Striped straw tick, fifty-five cents.

Q. What sort of a price was that for that tick ?

A. That was a better tick and it brought a better price.

Q. Was that a good price ?

A. I consider these ticks brought all they were worth; they have all of them brought what they were worth. 20

Q. The next one.

A. That was a white one, thirty-five cents.

Q. What sort of a price was that for it ?

A. I consider the price here that they were worth that and no more than that.

Q. The next ?

A. Another one, white, Stephen Luse bought, twenty-cents.

Q. The next thing you sold.

A. Another white tick, forty-five cents. 30

Q. What sort a price was that for that tick ?

The Court: He says they brought all they were worth.

Q. What was the next ?

A. Striped tick, eighty cents.

Q. What was the next thing you sold ?

A. Another white tick to Stephen Luse, fifty cents.

Q. The next thing ?

A. Another one, fifty cents, Stephen Luse. 40

- Q. The next thing ?
 A. Another tick, Stephen Luse, twenty-five cents.
 Q. The next thing ?
 A. A maple bedstead called a cottage bedstead.
 Q. Single or double ?
 A. Double.
 Q. What did it bring ?
 A. Three dollars and eighty cents.
 Q. What sort of a price was that for it ?
 10 A. It was in a very good condition ; it would have been reasonable at \$4.00.
 Q. Did Stephen Luse buy that ?
 A. No, sir.
 Q. The next thing ?
 A. The next thing was a bed-spread.
 Q. What sort of a condition was it in ?
 A. Pretty well worn, sixty cents.
 Q. What sort of a price was that for it ?
 A. I think it was all that it was worth.
 20 Q. The next thing ?
 A. A blue counterpane with fringe on, eighty cents.
 Q. What sort of a price was that for it ?
 A. I consider it was about its value.
 Q. The next thing ?
 A. A light counterpane, fifty-five cents.
 Q. What sort of a price was that for it ?
 A. Some four or five of these were sold, one after the other. The price corresponded with their quality, a fair price ; they were used and were not new.
 30 Q. The next thing ?
 A. Have you got the two counterpanes ?
 Q. Yes.
 A. The next one was a white counterpane.
The Court : That is after the light one ?
 A. Yes, sir.
 Q. What did that bring ?
 A. Thirteen cents ; the next one was a white one, thirty-five cents.
 40 Q. How much were those two worth ?

A. Well, I consider that price all they were worth ; they were very much used and there were some holes in it, the next one, it was not worth much.

Q. What next ?

A. Then there was another white one, thirty-five cents; there were a half dozen right along.

Q. Did they bring all they were worth or not ?

A. Well, yes, I think they did; I think these all did.

Q. What next ? 10

A. Another white one, thirty-five, to the same party.

Q. The next thing ?

A. Another one, the same, and white, forty-five cents.

Q. Who bought these ?

A. Frank.

Q. What is the next thing ?

A. A pair of pillows.

Q. What did they bring ?

A. Seventy cents.

Q. How was that as to price ? 20

A. We generally sold feathers by the pound ; Stephen Luse bought the first pair at seventy cents ; I sold them by the pair.

Q. What was the next thing ?

A. Another pair of pillows, seventy-five cents.

Q. Was that a fair price for them ?

A. Yes, sir.

Q. As much as they were worth ?

A. I think it was, sir.

Q. What next ? 30

A. Another pair of pillows, Stephen Luse, seventy-five cents.

Q. What next ?

A. Another pair, eighty cents.

Q. Was that more or less than they were worth ?

A. Some were a little better than the others.

Q. Did they bring a fair price or not ?

A. Yes, sir.

Q. What next did you sell ?

A. Another pair of pillows, striped. 40

- Q. What did they bring ?
 A. Seventy-five cents.
 Q. What kind of a price was that for them ?
 A. Well, it corresponded with all the others.
 Q. Well, was it a fair price or not ?
 A. Yes, I considered it was.
 Q. What next ?
 A. Another pair.
 Q. How much ?
 10 A. Fifty cents
 Q. What sort of a price was that for this ?
 A. Well, it was all they were worth, I think.
 Q. Well, the next thing ?
 A. A pair of black bolsters.
 Q. What are they ?
 A. A black bolster is made of what we call cat-tail ; they are a very cheap article for servants' use ; they do not cost much and they ain't worth much ; they brought thirty-five cents.
 20 Q. Is that as much as they were worth ?
 A. Yes, and more too.
 Q. What next ?
 A. Then I sold three bolsters, one small one and two ordinary sized ones, seventy-five cents.
 Q. Was that a fair price for them ?
 A. I think it was.
 Q. The next ?
 A. A feather bolster.
 Q. What did that bring ?
 30 A. Fifty-five cents.
 Q. What sort of a condition were they in ?
 A. Pretty good condition.
 Q. What sort of a price was that for them ?
 A. Well, they might have been worth a little more.
 Q. How much more ?
 A. Might have been worth a dollar.
 Q. A dollar more ?
 A. No, a dollar altogether.
 Q. What next ?
 40 A. Bolsters.

Q. What did they bring ?

A. Thirty-five cents.

Q. How much were they worth ?

A. Well, it might have been worth seventy-five cents.

Q. The next thing.

A. The next thing was a bolster with striped tick, thirty cents, Stephen Luse.

Q. What next ?

A. Bolster again, Stephen Luse—thirty-five cents. 10

Q. What next ?

A. A walnut bedstead.

Q. Black walnut ?

A. Yes, sir, \$4.

Q. What sort of a condition was that in ?

A. Very good.

Q. How much was it worth ?

A. Oh, it was worth for anybody to use, five or six dollars, I should think, pretty good bedstead that was.

Q. What next ?

20

A. A single washstand.

Q. What did that bring ?

A. Forty cents, single washstand.

Q. What kind of wood was it ?

A. A common stained wood.

Q. How much was it worth ?

A. Fifty cents is all that it was worth, any way.

Q. What next ?

A. Another single washstand with towel rack, eighty five cents—fastened on the side of the stand. 30

Q. What did that bring ?

A. Brought eighty-five cents.

Q. How much was it worth ?

A. One dollars would have been all it was worth.

Q. What next ?

A. Safe-cupboard—what they call a kitchen safe-cupboard.

Q. Came from the kitchen ?

A. Yes.

Q. What kind of wood was it ?

40

- A. Oh, white wood, pine-stained.
 Q. What was its condition?
 A. Pretty well used.
 Q. How much did it bring?
 A. \$1.15.
 Q. How much was it worth?
 A. It was not worth a great deal more than that.
 Q. Well, what next?
 A. A small stand.
- 10 Q. What did that bring?
 A. Thirty cents.
 Q. What next?
 A. Table and drawer—small table and drawer, forty-five cents.
 Q. How much was that worth?
 A. I forget now what condition it was in; a pretty small table.
 Q. What next?
 A. A double washstand, eighty cents, Stephen Luse.
- 20 Q. The next thing?
 A. A dressing table—mahogany dressing-table, \$1.35, Stephen Luse.
 Q. What was its condition?
 A. I don't know as I can keep track of them all.
 Q. Well, what is the next thing?
 A. A mahogany side-table, \$1.80; came out of the bar-room.
 Q. Did Stephen Luse buy that back?
 A. He did.
- 30 Q. What next?
 A. The reading-table, a small table; we term them reading tables.
 Q. What did that bring?
 A. Forty-five cents; Stephen Luse bought it.
 Q. What next?
 A. The next was a dressing-bureau, a small one.
 Q. What kind of wood was that?
 A. White wood.
 Q. Stained?
 A. Stained, yes, sir.
- 40

Q. What did that bring ?

A. \$4.80.

Q. What sort of a price was that for it ?

A. It might have been worth probably a half a dollar or a dollar more.

Q. What next ?

A. Four cane-seated chairs.

Q. Where did they come from ?

A. Came from the hotel or the boarding house, I think out of the bedroom. 10

Q. What did they bring ?

A. Ninety-five cents a piece, \$3.80.

Q. What were they worth ?

A. I can't recollect where they came from ?

Q. What next ?

A. Four wood arm chairs.

Q. What were those chairs worth ?

A. Two dollars and five cents a piece, \$8.20.

Q. How much were they worth ?

A. I should consider that all they were worth. 20

Q. Had they been used or not ?

A. Oh, yes, sir, they had been used, Luse bought them.

Q. What next ?

A. One 3 x 6 spring cot, Mr. Stephen Luse bought it, \$2.10.

Q. What next ?

A. One wedged bolster, seventy-five cents.

Q. What is it made of ?

A. They are generally filled or stuffed with excelsior ; it is a material called excelsior, it is generally shavings, if you want to get the gist of it.

Q. How much was that thing worth ?

A. Oh, I used to sell them at a dollar myself, in fact I sold a great many of them.

Q. What next ?

A. Another wedged bolster, fifty-five cents.

Q. Is that as much as it was worth ?

A. Well, I think it was worth about as much as the other, seventy-five cents I considered a fair price. 40

- Q. What next ?
 A. Another one, fifty cents.
 Q. Is that a fair price for that ?
 A. I think that there was a smaller one if I mistake not. It is hard to keep tally of all these articles, it is a three-quarter one, it is a fair price.
 Q. What next ?
 A. A husk mattress, Stephen Luse, \$2.95.
 Q. What next ?
 10 A. Excelsior and hair mattress.
 Q. What did that bring ?
 A. Three dollars and fifty cents.
 Q. What sort of a price was that for it ?
 A. These excelsior and hair mattresses, understand, is a little hair on the top and the rest is excelsior ; \$3.50 that was.
 Q. What kind of a price was that ?
 A. Well, it was a fair price for it, I think.
 Q. What next ?
 20 A. One husk mattress, \$1.25.
 Q. What is a husk mattress ?
 A. Corn husk ; all husk.
 Q. What sort of a price was that for it ?
 A. Oh, well, it probably might have been worth \$1.50, in the neighborhood of that.
 Q. What next ?
 A. Another husk mattress, ninety cents.
 Q. Do you remember its condition ?
 A. No, sir ; I do not.
 30 Q. What next ?
 A. There was a mattress ; a husk mattress in these bed-room suits, \$1.70.
 Q. What sort of a price was that for it ?
 A. I don't remember about that.
 Q. The next thing ?
 A. The next one was a husk and hair mattress, ninety-five cents.
 Q. Husk above or both ?
 40 A. No, the hair lays on the top, a little laying of

hair called jute, and husk underneath ; a cheap mattress, ninety-five cents.

Q. How much was it worth?

A. Oh, I don't know as I can tell you now ; might have been worth \$1.25, in that neighborhood.

Q. The next thing ?

A. The next was another one of the same character, an Excelsior and hair mattress, \$5.

Q. How much was that worth ?

A. I should think that was all it was worth. 10

Q. The next thing ?

A. Another one, the same, husk and hair, Stephen Luse, \$5.

Q. The next ?

A. Cottage bedstead.

Q. What did that bring ?

A. \$2.10.

Q. How much was it worth ?

A. I forget the condition of it, common stained wood. 20

Q. What was the next ?

A. The next was a chamber, bowl, and pitcher.

Q. What did they bring ?

A. 45 cents.

Q. Were they worth any more ?

A. No, sir.

Q. What next ?

A. A washbowl and pitcher.

Q. What did they bring ?

A. 55 cents. 30

Q. Worth any more ?

A. I don't think they were.

Q. The next thing ?

A. The next was a washbowl and pitcher.

Q. How much did they bring ?

A. 35 cents.

Q. Worth any more ?

A. No ; I can't keep track of them ; they were chipped and nicked, &c.

Q. The next thing ?

40

A. The next was another bureau and pitcher; brought 60 cents.

Q. Worth any more than that?

A. I don't consider them worth any more than they brought.

Q. The next thing?

A. The next was a bowl and pitcher and soap cup; 35 cents; they were broken sets, not full sets.

Q. Worth any more than that?

10 A. I can't tell you about that.

Q. The next?

A. Was another one, bowl and pitcher, 30 cents.

Q. What was its condition?

A. I don't know, sir.

Q. The next thing?

A. Bowl, pitcher and chamber, seventy-five cents.

Q. What next?

A. Extension table, \$4.00.

Q. How much was it worth?

20 A. It was worth more than that—a little more; I thought it was somewhat dilapidated.

Q. How much more than that?

A. I forget now; \$5, I suppose; it was worth, I suppose, about \$5.

Q. What next?

A. Mahogany sofa.

Q. Where did that come from?

A. Out of the parlor; \$5.25.

Q. What sort of condition was that in?

30 A. Had been pretty well worn.

Q. How old apparently?

A. Probably style about ten years ago, I should think.

Q. Worth any more than it brought?

A. No, sir; I sold it for less afterwards at a vendue auction.

Q. What was the next article?

A. The next was a hair-cloth parlor suit, 7 pieces.

Q. What were the 7 pieces?

40 A. Tete-a-tete, 2 large chairs and 4 common chairs.

Q. Modern or ancient ?

A. Modern.

Q. What sort of condition ?

A. Well, it was in a pretty fair condition.

Q. What did it bring ?

A. \$50.

Q. What sort of a price was it for it ?

A. It was all that it was worth; I sold it afterwards for a good deal less money than that.

Q. The next article ?

10

A. Lace curtains.

Q. How many ?

A. There were 5 pairs, I believe; brought 90 cents a window.

Q. How much were they worth ?

A. Well, that was all they were worth.

Q. How much was the total ?

A. \$4.00 for the whole.

Q. What was the next thing ?

A. Two brown shades, Stephen Luse, twenty-four 20 cents for the pair, twelve cents a piece; the next was brass stair-rods, eighty cents.

Q. How much were they worth ?

A. Well, I guess that was all they were worth, that was a fair price for them.

Q. Well, the next thing ?

A. The next was a mattress.

Q. What kind of a one ?

A. I don't see here—seventy-five cents.

Q. Was that worth any more ?

30

A. I forget; I don't know.

Q. The next thing ?

A. A green bed-room set.

Q. What kind of wood ?

A. White wood.

Q. Stained ?

A. Yes, sir; what we call enameled; \$15.

Q. How much was that worth ?

A. Well, I can't say; I suppose it was worth a great deal more than that, probably a couple of dollars. 40

Q. Who bought it?

A. It was put down to Mr. Wird; I think it was charged to Mr. Luse afterward.

Q. Mr. Wird is a furniture dealer in town?

A. Yes, sir.

Q. He attended this sale?

A. Yes, sir.

Q. What is the next thing?

A. Another green bed-room enameled set, \$16.

10 Q. Who bought that?

A. The same man.

Q. Did they go to Mr. Luse?

A. I think they did.

Plaintiff's Counsel: What do you know about it?

The Court: Do you know anything distinctly except what you have heard?

A. I might have heard it.

20 Q. The next thing?

A. Imitation chestnut, that is enameled chestnut bed-room set, four chairs \$19, Mr. Wird.

Q. Did they go back to the Park House?

A. I think they did; I understood so.

Q. How much more was that worth than that, if any?

A. I think that was all it was worth.

Q. The next thing?

A. Another bedroom set with 3 chairs, \$14.75.

30 Q. Who bought it?

A. Mr. Wird.

Q. Did it go to the Park House?

A. I think it did.

Q. How much was it worth?

A. It was a little minus some parts; one chair was gone.

Q. What next?

A. 6 oak dining room chairs, \$1.10.

Q. What kind of chairs, what condition were they 40 in?

A. Fair condition.

Q. \$1 10 a piece ?

A. Yes, sir.

Q. Was that a fair price for them ?

A. Yes, sir.

Q. Were they worth any more than that ?

A. I should not think they were.

Q. The next thing ?

A. A lot of pieces of oil-cloth, Stephen W. Luse, 55 cents.

10

Q. The next thing ?

A. $8\frac{1}{2}$ yards of oil-cloth, 21 cents a yard, \$1.70.

Q. What kind of condition was that in ?

A. Well, it had been used.

Q. Worn any ?

A. Yes, some.

Q. How much a yard was that ?

A. 31 cents a yard.

Q. What sort of a price was that for it ?

A. These oil-cloths generally bring all they are 20 worth.

Q. Did this ?

A. Yes, sir.

Q. What is the next thing ?

A. $5\frac{1}{2}$ yards oil-cloth, twenty-five cents a yard, Stephen Luse.

Q. The next thing ?

A. $4\frac{3}{4}$ yards, Stephen Luse, \$1.40.

Q. The next thing ?

A. $4\frac{1}{2}$ yards oil-cloth, Stephen Luse, \$1.28.

30

Q. The next.

A. $3\frac{1}{2}$ yards of oil-cloth, seventy-five cents.

Q. What kind of a price was that for it ?

A. I don't know anything about it ; it was only an odd piece.

Q. The next thing ?

A. Eight yards of stair-crash, six cents ; 48 cents, Stephen Luse.

Q. The next item ?

A. Ingrain carpet.

40

- Q. Where from ?
 A. From one of the bed-rooms.
 Q. How many yards ?
 A. 20 yards.
 Q. What did it bring ?
 A. Three dollars.
 Q. What was its condition ?
 A. Now, I can't tell you that.
 Q. What kind of a price was that for it ?
 10 A. Well, it brought a fair price, brought all it was worth ; there is one piece here was new.
 Q. What was the next article ?
 A. The next was stair-carpet.
 Q. How much of it ?
 A. Eight yards, 80 cents, 10 cents a yard.
 Q. What condition was it in ?
 A. I can't tell you about that.
 Q. Well, the next article ?
 A. The next was an ingrain carpet ; 9 yards of in-
 20 grain carpet, 37½ cents a yard.
 Q. Who bought it ?
 A. Theodore Youngs.
 Q. What sort of a price did it bring ?
 A. I think it brought all it was worth ; it had been used.
 Q. What was the total ?
 A. \$3.37.
 Q. The next thing ?
 A. Green ingrain carpet, 37½ cents a yard ; 12 yards.
 30 Q. Total ?
 A. \$4.50.
 Q. What sort of a price was that for it ?
 A. Well, about the same as the others.
 Q. Well, was it more or less than it was worth ?
 A. Oh, I think it was a fair price ; it all had been used.
 Q. The next thing ?
 A. The next thing was 18 yards of red ingrain carpet, 52½ cents a yard, Stephen Luse, \$9.45.
 40 Q. The next thing ?

A. 22½ yards of new ingrain carpet, 20 cents.

Q. How much?

A. \$20.25.

Q. Did Mr. Luse buy that?

A. No, sir.

Q. What sort of a price was that for it?

A. It might have been worth \$1.

Q. The next thing.

A. A spring cot.

Q. How much?

10

A. \$1.20.

Q. What sort of a condition was it in?

A. I think it was what is called "Howe's Patent Cot."

Q. What sort of a price did it bring?

A. It brought about \$1.

Q. Was it worth more or less than it brought?

A. It might have been worth \$2; I forget the condition it was in; I think the head board was a little broken.

20

Q. The next.

A. 55 yards of Brussels carpet, \$1.95 a yard, \$52.25; that was parlor carpet.

Q. What kind of condition was that carpet in?

A. Very good condition.

Q. What sort of a price was that for it?

A. Well, it was all it was worth; it was good carpet.

Q. The next thing.

A. The next thing was a lot of pieces of carpet, sold in the lump, \$2.41; that is the last.

30

Q. What did the whole sale amount to?

A. \$338.52.

Q. Now, do you know how much Stephen Luse's bill amounted to?

A. \$127.96.

Q. Have you got your levy book there?

A. Yes, sir; right here.

Q. There were some things levied on outside, weren't there?

A. Outside the house?

40

Q. Yes, sir.

A. Yes, sir.

Q. What were those on your levy ?

A. One two-seat top carriage.

Q. What became of that ?

A. It was replevied on the day of the sale.

Q. Replevied by Stephen Luse ?

A. I think so.

[Objected to, that the record shows.]

10 Q. [*By the Court*]: It was not sold ?

A. No, sir; one-horse top buggy wagon, one farm wagon.

By Defendants' Counsel :

Q. Where was that farm wagon ?

A. It was down in the barn ; all these goods were on the premises.

20 Q. Was it there when you sold the farm wagon— where was it ?

A. I think it was moved over to the farm ; I am not certain about that.

Q. The next thing ?

A. The next thing was one large sleigh.

Q. Where was that ?

A. That was taken over to the farm before the sale ; it was over at the house there.

Q. It was gone away when you did sell ?

A. Yes, sir.

30 Q. The next thing ?

A. One one-horse sleigh.

Q. Where was that ?

A. There at the barn, at the house.

Q. Well, the next thing ?

A. One sorrel mare.

Q. Was she there ?

A. Yes, sir ; in the stable.

Q. How much was she worth ?

A. Oh, I can't tell about that.

40 Q. Old or young ? do you know anything about it ?

- A. I think pretty well along in years.
- Q. What next?
- A. One bay horse.
- Q. Was that there when you sold?
- A. No; it was not moved there to the salesroom; I don't know—I didn't go over after these goods.
- Q. The next thing?
- A. Gray mare.
- Q. Was she there when you sold?
- A. She was on the premises. 10
- Q. Next thing.
- A. One cow.
- Q. Where was the cow?
- A. She had gone.
- Q. You didn't sell the cow?
- A. I didn't find her.
- Q. What next?
- A. Two—
- Q. Were they there?
- A. No, sir; they were pickeled up. 20
- Q. What next?
- A. Set of double harness.
- Q. Was that there?
- A. Yes, sir.
- Q. The next thing.
- A. One set of single harness.
- Q. Was that there?
- A. Yes, sir.
- Q. The next thing?
- A. One set of team harness, that was. 30
- Q. The next thing?
- Q. Buffalo robe.
- Q. Was that there?
- A. No, sir.
- Q. Gone?
- A. Gone.
- Q. The next thing?
- A. Two lap blankets, I think they were there.
- Q. The next thing?
- A. Cutting-box. 40

- Q. The next thing ?
 A. Feed-box.
 Q. The next thing ?
 A. Curry combs and brushes, stable broom, shovels,
 wheelbarrow.
 Q. The next thing ?
 A. Horse blankets.
 Q. Was that there ?
 A. Oh, I most forget about that.
 10 Q. The next thing ?
 A. One saddle and riding bridle.
 Q. The next thing ?
 A. Three straps.
 Q. All three ?
 A. All but, two I believe.
 Q. One strap gone ?
 A. Yes, sir.
 Q. Have you got the list that you gave, that Mr.
 Luse selected in his \$200 ?
 20 A. They are on the appraisal paper, but I have not
 got them here.
 Q. Can you specify which of those goods, outside of
 the house, Mr. Luse took in his exemption from the
 appraiser's paper ?
 [Objected to that it is a matter of record.]

Cross-examination.

30 *By Mr. Pitney.*

- Q. How much hair does it take to make a bed-tick ?
 A. About six yards, I believe.
 Q. Can you make a bed-tick with less than 9 yards ?
 A. I can't tell you about that.
 Q. What does it cost a yard for bed-ticking ?
 A. Various prices, sir ; from 10 cents to 25.
 Q. What does it cost to make them up and put them
 together ?
 40 A. I can't tell you about that.

Q. Can you buy any bed-ticks for less than \$1.50 or \$1 a piece ?

A. I don't know, sir.

Q. What do you mean by saying that these bed-ticks have brought 15 and 20 cents and that it was a fair price ?

A. I mean this, all they would bring after being used; they are made of long hair and filled with straw.

Q. I am speaking of the cost of them; can you buy them and put them together for any such money as 30 10 or 40 cents a piece ?

A. I suppose not new.

Q. If they cost 15 cents a yard and it took 9 yards to make one that would bring it up to about \$2.00 ?

A. Yes, sir.

Q. After they had been in use two or three years would they be worn out ?

A. I should think so.

Q. Two or three years ?

A. A common, ordinary tick ? yes. 20

Q. That is your judgment ?

A. Yes sir.

Q. You speak of cane-seated bedroom chairs selling for 20 and 30 cents a piece, and that as being a fair price for them ; what would they cost new ?

A. There is a great deal of difference between a new article and one two-thirds worn out.

Q. What do they cost new ?

A. \$5 or \$6 a set.

Q. For half a dozen ? 30

A. Yes, sir.

Q. Now, do you mean to say that those arm chairs were about two-thirds worn out ?

A. Those common chairs were.

Q. No, but the bedroom chairs ?

A. Bedroom chairs went with the sets.

Q. Weren't there a great many that did not ?

A. Yes, sir; they were scattered about the house; I can't tell you what room they came from.

Q. Now, the oak chairs and walnut chairs, selling 40

for 25 and 30 and 40 cents a piece, cane-seat chairs selling at 20 cents a piece; is that a proper price for them? could Mrs. Luse replace those chairs for that money?

[Objected to.]

A. You could not put a new article in the place of an old one for that money.

[Objected to. Allowed.]

Q. What did those cost new—ordinary cane-seat 10 chairs; not arm chairs, but cane-seat chairs?

A. I think about six dollars a set, new.

Q. Now, you spoke about these washbowls and pitchers selling for 25 cents and 30 cents a set, bowl and pitcher at 35 cents; do you mean to say that you can buy a bowl and pitcher and soap-cup for 35 cents?

A. No, sir.

Q. What did they cost new?

A. I said they were dilapidated.

Q. I want to know whether you can buy them for 20 any such money as that?

A. I don't think you could new.

Q. What do they cost new?

A. They were all of them deficient.

Q. Bowl, pitcher and soap-cup—what do those cost new?

A. Well, I suppose 75 cents or \$1 new.

Q. Can you buy a washbowl and pitcher and soap-cup for \$1 or 75 cents new?

A. That would be altogether owing to the size of 30 them.

Q. Of the ordinary size, such as is used in hotels?

The Court: Such as these were. Now, suppose you wanted to buy a set like this new, what in your idea would the cost of them be?

The witness: I should think \$1, not over that.

By Mr. Pitney:

Q. What do those chambers cost a piece that you 40 sold there?

A. Single ones ?

Q. Yes, or by the half dozen ?

A. I suppose they are worth 75 cents a piece; some of the best ones.

Q. Ordinary chambers, such as you find in hotels.

A. 50 cents.

Q. I see you sold a bowl and chamber for 25 cents.

A. Yes, well, what condition were they in ?

Q. I have not asked you that.

A. Go ahead.

10

Q. You say you sold a maple bedstead for \$1 ; was that a fair price for it—a solid maple bedstead ?

A. I don't recollect which one it was.

Q. It was the first one sold.

A. I can't tell you the condition that was in; I can't remember.

Q. Then you sold another one for \$3.80; tell me what that cost new.

A. That was a very fair bedstead; it would cost \$6 new.

20

Q. Would it cost more than that ?

A. I can't tell you now.

Q. Can you tell what these counterpanes cost new that you sold for from 15 to 20 cents a piece ?

A. I bought them new of Mr. Miller at \$1.75 and \$1.50.

Q. Up as high as \$2.50 ?

A. The better quality.

Q. Were those a grade different in quality ?

A. Yes, sir.

30

Q. Do you know what these cost of Mr. Miller ?

A. No, sir, I don't know about that.

Q. If they cost \$2.50 a piece you don't think they brought what they were worth, do you ?

A. I can't tell you what they did cost.

Q. Suppose they cost \$2.50 a piece—do you think they were worn in three years so as to be run down to 30 or 35 cents ?

A. Yes, I should consider they brought about their fair price.

40

Q. What is the ordinary price of feather pillows ?

A. There is as much difference as there is between a 10 cent clock and a 50 cent clock ; feathers are from 30 cents to \$1.35 cents a pound.

Q. Besides the case ?

A. Oh, yes ; they are worth that ; that has nothing to do with the case.

Q. Do you know what these pillows cost ?

A. No, sir.

10 Q. What did you see in there that you thought cost from \$2.00 to \$3.00 a piece ?

A. I thought they had been pretty well worn.

Q. Did you see any of them which cost as much as \$7.00 or \$8.00 a pair ?

A. When bought new, I should say they cost sixty cents a pound, and perhaps more.

Q. Do you know how long they had been in use ?

A. No, sir.

Q. Don't know anything about it ?

20 A. No, sir.

Q. Do you know what those flock pillows that you spoke of cost new ?

A. I believe they were 75 cents a piece new.

Q. Do you know they cost \$1.00 a piece new ?

A. 75 cents.

Q. That depends upon the quality of them ?

A. They are all one thing ; it depends on the quality of the tick a little ; there is not much variation in the ticks of those pillows, because they were a very cheap
30 thing ?

Q. You say you sold those bed-room chairs at 95 cents a piece ; do you know what they cost new ?

A. I couldn't tell you ; pretty well worn.

Q. Well, in your judgment, were they much worn ?

A. Well, they had been used, of course.

Q. Do you think Mrs. Luse had such a run of business there that after two or three years they had worn her furniture out already ?

The witness: I should suppose they cost \$2 a piece new.

Q. This set of bedroom chairs?

A. Those I thought you spoke of.

Q. Were they any better than those?

A. Which ones?

Q. The two I see here.

A. The cane seat are the best, of course; they cost the most money.

Q. The others had new perforated bottoms put in the 10 place of cane?

A. I don't recollect that.

Q. Do you know what those cost a piece; that is, new?

A. I think they charge 75 cents a piece.

Q. No, wooden bottoms; didn't they have new perforated bottoms in them?

A. I don't remember that.

Q. You don't recollect that?

A. No, sir.

20

Q. Do you mean to say that those excelsior and hair mattresses brought a fair price at \$5 a piece?

A. Well, I judge that from the way they are selling new.

Q. Well, what are they selling new?

A. Well, they are worth more than that new.

Q. What?

A. I think they were worth about \$7—I think new; you can buy them for that.

Q. Do you know how old that walnut extension 30 table was?

A. No, sir.

Q. Do you know what it cost new?

A. If it was walnut when it was new it was worth, I suppose, \$1.50 a foot in length.

Q. How many feet long was that?

A. Eight feet, I think.

Q. That would be \$12?

A. Yes, sir.

40

Q. Do you mean to say that that was broken or dilapidated in any way?

A. I think so.

Q. Whereabouts?

A. I can't remember now.

Q. Was it a new table—only been used a year or two—two or three years?

A. I can't tell you, sir, about that.

Q. Was it worth \$12 at least?

10 A. It was a walnut table worth \$1.50 a foot; I don't recollect how long it was.

Q. Was it not 9 feet in length?

A. I think not; I think it was only 8 feet; I didn't put that down.

Q. Can you tell the date you moved those things?

A. From the house over at the store room?

Q. Yes.

A. The second day of August, if I mistake not.

Q. And the sale took place on the 4th.

20 A. Yes, sir.

Q. Now, do you mean to say that when you made that levy Mrs. Luse or Mr. Luse gave you those goods as his goods?

A. I never said so; I demanded of Mr. Luse a levy of that execution.

Q. Do you pretend now to say on the stand that Mr. Luse or Mrs. Luse, either of them, gave you up those goods as Mr. Luse's goods?

A. No, sir; Mrs. Luse gave me an inventory.

30

By the Court:

Q. They protested against levying upon Mrs. Luse at the same time?

A. Mr. Luse said he didn't own anything at all; he said his wife owned it, and then we called Mrs. Luse in and I acquainted her with my errand there.

By Plaintiff's Counsel:

40 Q. Now, what passed between you and Mrs. Luse?

A. Mr. Luse then spoke for Mrs. Luse and Mrs. Luse came in very soon, and I acquainted her with my errand there; says I, "Mrs. Luse, Mr. Luse says he owns nothing; who owns the property in the house?" says she, "It is mine, I bought it and paid for it, and got receipts for it," and I said, "I must make this levy, let the property belong to whom it may by virtue of the execution, and I must go through the house;" and I said to Mrs. Luse, "if you will give me the amount of these articles in the rooms, it will 10 save me going through, and besides exposing the matter to the boarders and servants;" and then Mrs. Luse said, "shall I begin with No. 1?"

Q. It was done entirely to keep from making a noise?

A. No, not to keep me particularly; I said it would keep from exposing it.

Q. That was the object of it, to stop the exposure?

A. I suppose it was.

Q. You didn't understand that she admitted directly or indirectly, in any way that the goods were Mr. 20 Luse's?

A. No, sir, she said they were hers.

Q. You were forbid to move those goods?

A. Afterwards.

Q. Over and over again?

A. Only one time I believe; about the time the appraisal took place.

Re-direct.

30

Q. (Showing witness paper.) Is that the appraisal?

A. Yes, sir.

Q. And the \$200 exemption?

A. Yes, sir.

Q. Do you find on there one single sleigh included in the exemption of Mr. Luse, near the bottom?

A. Yes, sir.

Q. That was the one that was levied on outside, I suppose?

A. Yes, sir.

40

Mary H. Luse, re-called by Plaintiff's Counsel, further testified :

On the examination the other day I said that money I had borrowed of Mr. Shedd I took to pay the first money on that bill ; and when I came home, after thinking about it, I thought I was mistaken about that because it was later in my business here ; I borrowed the money of Mr. Shedd, and that was a misstatement of mine and I wished to correct it ; I don't suppose it is
10 anything in my favor to correct, but however, I want to do right ; I thought of it after I got home, and I thought when I borrowed the money from Mr. Shedd it was later in my business.

Q. You did borrow \$100 of him ?

A. Yes, sir, but it was later in my business, and it was not that \$100 which I said it was.

Q. [*By the Court*] : This is the \$100 that you said you borrowed of Mr. Shedd and paid upon the bill ;
20 that afterwards Mr. Shedd boarded it out ?

A. Yes, sir, after I got home I saw my mistake ; I saw it was not that \$100, I did borrow it of him and he did board it out, but it was not that money.

Q. You didn't pay the \$100 you owed him on that bill that way ?

A. No, sir.

Q. Is that all ?

A. Yes, sir ; That is the correction I wish to make.

30 Q. [*By Plaintiff's Counsel*] : Do you know where Mr. Shedd is ?

A. I do not.

Q. He is not stopping here now that you know of ?

A. I don't know.

Cross-examination by Mr. Werts :

Q. You mean John M. Shedd ?

A. Yes, sir.

40 Q. Is he in town ?

A. I don't know ; I did see him one time about three months ago in the store.

Q. His partner lives up the street ?

A. I presume so ; but I don't know where he is.

Q. If you undertook it you could find his whereabouts ?

A. Yes, sir, but I don't feel like it.

Q. When did this come to you.

A. That night when I went home, I lay down to rest ; it had been in my mind and everything I had 10 said, and I thought that was a mistake.

Q. It came into your mind that night ?

A. Yes, sir.

Q. You had not conversed with anybody about it ?

A. No, sir.

Q. [*Plaintiff's Counsel*] : When did you tell me about it ?

A. Well, it must have been a week.

Q. When did you next see me ? 20

A. The only time I saw you afterwards it was some four or five days ; it was after Mr. Pitney returned from the Supreme Court ; I saw you and spoke to you about it.

William M. Fairchild, sworn for defendant, and examined by Mr. Werts, testified as follows :

Q. You are the son of the last witness ?

A. Yes, sir. 30

Q. Do you remember the sheriff's sale of the goods taken from the "Park House ?"

A. Yes, sir.

Q. Were you the clerk for that sale ?

A. Yes, sir.

Q. Have you a book that you kept there at that time ?

A. Yes, sir ; I have it here.

Q. Just produce it.

(Book produced.) 40

Q. Can you tell what was the amount of Stephen Luse's bill?

A. Yes, sir.

Q. What was it?

A. \$127.96.

Q. Now, then, give us, if you please, the items composing that bill?

A. One small dark bedstead, \$2.90.

Q. Who was that struck off by?

10 A. Stephen Luse.

Q. The next thing.

A. One straw mattress, 25 cents.

Q. The next thing?

A. One straw mattress, 25 cents.

Q. Bid off by whom?

A. Stephen Luse; one ditto, Stephen Luse, 20 cents; one ditto, Stephen Luse, 50 cents; one ditto, 50 cents; four arm chairs, \$2.05, Stephen Luse—\$8.20; one 3-4 spring cot, \$2.10; one husk and hair mattress, \$2.95; 20 one husk mattress, \$5; two brown shades, 24 cents; pieces of oil-cloth, 55 cents—1.25; $4\frac{2}{3}$ yards, \$1.40; $3\frac{1}{3}$, 75 cents.

Q. Any more?

A. Yes, sir; there is one page I missed.

Q. Well, the next page then.

A. \$2.90 cents bedstead.

Q. Who was that bid off by?

A. Stephen Luse; one straw mattress, 25 cents; one straw mattress, 20 cents; one ditto, 50 cents; one ditto, 30 50 cents; feather pillow, 75 cents; one bolster, striped tick, 30 cents; one ditto, 35 cents; one small stand, 30 cents; table wash-stand, 30 cents; one dressing-table, mahogany, 35 cents; one mahogany side-table, \$1.80; one table, 45 cents; one dressing-bureau, \$4.80, with glass.

Q. Who was that bid off by?

A. Mr. Stephen Luse; 4 wood seat chairs, \$8.20; one $\frac{3}{4}$ spring cot, \$2.10; husk mattress, \$2.95; one husk mattress, \$5.00; two brown shades, 24 cents; pieces of 40 oil-cloth, 55 cents; $5\frac{1}{2}$ yards of oil-cloth, \$1.25; $4\frac{2}{3}$,

\$1.40; 4 $\frac{1}{4}$, \$1.28; 8 yards stair-crash, 48 cents; 18 yards green carpet, \$9.45.

Q. What was it Mr. Werts struck off that was included in Mr. Stephen Luse's bill?

A. Four cane-seat arm chairs, \$3.80; one wedge bolster, 75 cents; one ditto, 55 cents; one excelsior and hair mattress, \$3.50; one husk and hair mattress, 95 cents; wash-bowl, pitcher, etc., 55 cents; 16 brass stair rods, 80 cents; one green enamelled bed-room suit, \$15; one ditto, \$16; one chestnut bed-room suit with 10 four chairs, \$19; one ditto, three chairs, \$14.75.

Q. That makes up the full bill?

A. Yes, sir.

Q. Did you make out that bill?

A. Yes, sir.

Q. To whom did you make it out?

A. I made it out to Stephen W. Luse first.

Q. Well, to anybody else?

A. Mr. Luse came to me, and asked me to make it out to Miss Kate Luse. 20

Q. To make out to Mrs. Luse's daughter Kate?

A. Yes, sir.

Q. You did so?

A. Yes, sir.

Q. That bill they took away?

A. Yes, sir.

Q. Stephen Luse paid the money on it?

A. Yes, sir.

30

James Andrews, sworn for defendant, and examined by Mr. Werts, testified as follows:

Q. (Paper handed to witness.) You were one of the appraisers were you, in this case?

A. Yes, sir,

Q. Your name is signed to that, is it?

A. Yes, sir.

Q. Where did you make the appraisement?

A. We made the appraisement, part of it at Mrs. 40

Luse's house, part of it at the barn and part of it in Market street.

Q. Who were the other appraisers?

A. [Referring to paper] Julius A. Drake and William C. Caskey.

Q. Just describe the manner in which you made that appraisal.

[Objected to.]

10 *The Court:* You can ask him if he saw the articles when he made the appraisal.

Q. Did you see every article that you appraised?

A. I think we did.

Q. Examined it?

A. Yes, sir.

Q. And, after such inspection and examination, fixed the value?

[Objected to.]

Q. Determined its value then?

20 [Whole line of examination objected to. Objection overruled.]

A. We determined the value at the time.

Q. Now, then, what is the first article on the appraisal there?

A. Two-seat top carriage.

Q. Where was that?

A. It was in the carriage house at the hotel.

Q. The next article?

A. One-horse top buggy.

30 Q. Did you see that?

[Objected to.]

A. Yes, sir.

Q. The next item?

A. A red-colored wagon.

The Court: Is there a bill of items attached to the declaration?

Defendants' Counsel: It is included in the declaration.

40 *The Court:* You better show him that.

Q. Do you remember the green bedroom sets?

A. Yes, sir.

Q. See if you can find them on the appraisement there.

A. The green bedroom sets I find here.

Q. You don't find five on there?

A. I find three in here.

Q. Do you remember those?

A. I remember the bedroom sets.

Q. What did you appraise them at? 10

[Objected to]

The Court: The question is, what was their value?

Q. What did you value those at?

A. Eighteen dollars a set.

Q. Is that a fair and reasonable price for them?

A. We thought so at the time.

Q. Have you ever acted as appraiser before?

A. I have. 20

Q. Are you acquainted with the value of such property?

A. I don't know whether I am or not. That is what I thought at the time, I don't know whether I was correct or not.

Q. Did you find any imitation oak bedroom sets in that appraisal?

A. I don't see any. I have three chestnut here; four ditto, one walnut bedstead, I suppose it is.

Q. You find one chestnut? 30

A. Yes, sir.

Q. What were those chestnut bedsteads worth?

A. The same as the others, \$18.00, no more—no, hold on, I said there were three green sets and there are two chestnut.

Q. Those were worth \$18.00 a piece?

A. Yes, sir.

Q. Did you find any walnut bedstead?

A. I found one walnut bedstead.

Q. What was that worth? 40

- A. Eight dollars.
 Q. Any maple bedsteads?
 A. Two.
 Q. What were those worth?
 A. One was worth \$5.00 and the other was worth \$2.00. One was a small one.
 Q. Any bedsteads with turned posts?
 A. There was a cottage bedstead.
 Q. What are those worth?
 10 A. Two dollars.
 Q. Piano?
 A. Yes.
 Q. That was worth what?
 [Objected to.]

The Court : That is not in the case.

- Q. Any gilt mirrors?
 A. There was one.
 20 Q. Did you find one there?
 A. Yes, sir.
 Q. That was worth what?
 A. \$7.50.
 Q. Any dining-room chairs?
 A. Yes, 12.
 Q. Those were worth what?
 A. 75 cents a piece.
 Q. Any other chairs?
 A. There was 21 cane-bottom chairs.
 30 Q. Those were worth what?
 A. 50 cents a piece.
 Q. Any wood bottom arm chairs?
 A. There is a cane bottom rocking chair here.
 Q. Give us that then?
 A. \$7.00.
 Q. But the only chair?
 A. No, there was one cane rocker, \$1.00, and four bed-room chairs, \$1.75 each.
 Q. Any cots?
 40 A. Yes; one spring cot here; two spring cots.

- Q. Were they worth how much?
 A. \$2.00 a piece.
- Q. Any what-nots?
 A. One.
- Q. Worth how much?
 A. \$1.75.
- Q. Any bureaus?
 A. One.
- Q. How much?
 A. One bureau, \$3.00, and one glass, \$7.00, another 10 one, \$1.50.
- Q. Any table stands?
 A. A small stand, \$1.
- Q. Any wash-stands?
 A. A single wash-stand, 75 cents.
- Q. Any table wash-stands?
 A. Yes, sir; there is another single one here, 75 cents; a table wash-stand, \$1.50.
- Q. Any side tables?
 A. There is a mahogany dressing table. 20
- Q. How much was that worth?
 A. \$2.50.
- Q. Any wardrobes?
 A. There is a small stand here, 25 cents.
- Q. Did you find any wardrobes?
 A. Yes, sir.
- Q. What was that worth?
 A. Five dollars.
- Q. Any hat racks?
 A. Iron hat rack, \$2. 30
- Q. A lot of stew pans, boiler, tin ware?
 A. Yes, and contents 50 cents.
- Q. Any cupboards?
 A. Yes; one safe cupboard.
- Q. What was that worth?
 A. \$1.50.
- Q. Any extension tables?
 A. A large kitchen table here; I don't know whether it was extension or not.
- Q. What was that worth? 40

- A. One dollar.
- Q. Any centre tables?
- A. Here is an extension table, \$3.00.
- Q. Marble top centre tables, any of those?
- A. Yes, sir, \$5 one of them; a small one \$4.
- Q. Any looking glasses?
- A. Yes, 5 of them \$1.50.
- Q. Each, or altogether?
- A. Altogether.
- 10 Q. Any sofas?
- A. Yes, sir.
- Q. How many?
- A. I find one sofa.
- Q. That was worth how much?
- A. Five dollars.
- Q. Do you find any parlor sets?
- A. Parlor suits 7 pieces.
- Q. How much was that worth?
- A. \$30.00.
- 20 Q. Any parlor carpet?
- A. Yes, sir.
- Q. How much?
- A. 56 yards.
- Q. How much was that worth?
- A. 50 cents a yard.
- Q. Any ingrain carpet?
- A. Yes, sir, 22½ yards.
- Q. Worth how much?
- A. 50 cents a yard.
- 30 Q. Any oil-cloth?
- A. 28 yards oil-cloth, \$7.
- Q. Any sheets?
- A. 10 pair of sheets, linen.
- Q. How much?
- A. \$12.00.
- Q. Any counterpanes?
- A. Ten white counterpanes at 50 cents each, and three blue one at 75 cents each.
- Q. Any mattresses?
- 40 A. There is another sheet I find here.

- Q Any mattresses ?
 A. One spring mattresses, \$3.
 Q. Any wedge bolsters ?
 A. One wedge bolster.
 Q. How much was that worth ?
 A. 75 cents.
 Q. Any feather bolsters ?
 A. Four feather bolsters.
 Q. They were worth how much ?
 A. 75 cents a piece. 10
 Q. Any feather pillows ?
 A. 7 feather pillows, \$21.
 Q. Any straw beds ?
 A. Two straw beds.
 Q. Worth how much ?
 A. Worth 75 cents.
 Q. Each or the two ?
 A. 75 cents for the two of them.
 Q. Any stair oil-cloth ? How much was the whole
 oil-cloth ? 20
 A. I didn't see any.
 Q. Any window shades ?
 A. Two shades.
 Q. How much were they worth ?
 A. 75 cents.
 Q. Stair rods ?
 A. Window shades and stair rods are carried out
 together; 75 cents for the whole lot.
 Q. Do you find anything else there that your atten-
 tion has not been called to ? 30
 A. Yes, quite a number.
 Q. Just tell us what they are.
 A. One leaf table, 25 cents; a lot of crockery and
 glass ware, \$1; seive and contents, 50; wash boiler and
 tin ware, 50 cents; three stair rods, 25 cents.
 Q. Anything else ?
 A. 10 chamber sets, \$10.
 Q. Anything else ?
 A. Here are 8 yards of stair carpet; did I give you
 that ? 40

Q. No; what is that worth?

A. That is worth \$1; a lot of old carpet, \$1; 12 yards of carpet at 25 cents a yard; 5 pair of lace curtains at \$2.50 for the whole lot; two wedge bolsters, \$1.50, and one single \$1, and one \$2, another \$2, one "Excelsior," \$1; one office table, \$5; one husk and hair mattress, \$2; two \$1.50 and \$1.50; hair mattress, \$1.50; I don't know whether I gave you that or not.

Q. Well, what else?

10 A. I don't see anything else.

Q. Are the prices that you have given in your opinion, a fair value of the goods?

A. We thought so at the time.

Q. You say you examined some of them outside and some in the house, didn't you?

A. Yes, we took some at the barn, and some at the hotel, and some at the barn on the farm.

Q. Then the goods were appraised after they were moved to Market street?

20 A. Yes, sir.

Cross-examination.

Q. Have you ever been engaged in the furniture business?

A. No, sir.

Q. You have not been a very extensive housekeeper on your own account?

A. Not a great deal.

Q. Small family?

30 A. Yes, sir.

Q. Have you any particular knowledge in regard to the value of furniture?

A. I don't know that I have.

Q. Did you know what you could buy one of those sets for that you appraised at \$18?

A. I knew at the time for I went and inquired of the furniture men what they were worth.

Q. Do you know anything about what those dining-room chairs cost that you appraised at 75 cents?

40 A. I do not.

Q. You knew that they cost more than that?

A. I presume so.

Q. They had not been worn much?

A. I don't remember now how they did look.

Q. Now you understood what you were appraising these goods for?

A. To find the value of them, I suppose.

Q. You understood what the proceeding was, didn't you, that it was to allow Mr. and Mrs. Luse to take \$200 out? 10

A. Yes, sir.

Q. You knew the lower you appraised these goods the more Mrs. and Mr. Luse would get?

A. Yes, sir.

Q. If you had owned those goods would you have been willing to sell them at the price you name?

A. I don't know as I would.

Q. Suppose you were in the house, would you have put them at the value that you did put them? 20

A. Perhaps I would not.

[Objected to.]

The Court: you can ask him what standard he made.

Q. You did not put those at what you thought they were worth to Mrs. Luse at the house?

A. I don't know that I thought of that.

Q. Or what a person who wanted them for use in the house would be willing to sell them for?

[Objected to.] 30

A. I don't think I thought of that matter; I merely thought of what they would bring at the time.

Q. At a forced sale?

A. What they would bring at the sale; yes, sir.

Re-direct.

Q. You understood the purpose for which this appraisalment was made—to enable \$200 to be chosen by Mr. Luse?

A. I supposed that. 40

Q. You said you understood that the lower the appraisal the greater in fact would be his exemption.

A. That would be the case; I never thought of it at the time.

Q. Did you act on any such assumption as that?

A. I did not.

Q. You were sworn before you acted as appraiser?

A. I was.

10 *William C. Caskey*, sworn for defendant, examined by Mr. Werts, testified as follows:

The Court: I don't see how it can benefit either party by going over the entire list; if this gentleman is one of the appraisers, you can ask him generally if he heard the values specified by the other witness.

Q. You were one of the appraisers?

A. Yes, sir.

20 Q. And with Mr. Anderson and Mr. Drake?

A. Yes, sir.

Q. You are a merchant in town here?

A. Yes, sir.

Q. Have been for how many years?

A. Nearly 7 years.

Q. Have you acted as appraiser before?

A. Yes, sir.

Q. Frequently?

A. A number of times.

30 Q. You heard the testimony of Mr. Anderson?

A. I did.

Q. And heard the different values that he affixed to the different articles?

A. Yes, sir.

Q. How did they concur with your judgment?

A. I suppose they agreed with it at the time; I see my name is signed to this paper.

Q. Do you agree with Mr. Anderson's estimate of the value of the different articles?

40 A. I did at the time.

Q. Do you now ?

A. Yes, sir, I do now; my name is signed to this paper, and, if he gave the figures correctly, I do.

Cross-examination :

Q. Have you ever been engaged in the furniture business ?

A. Not very extensively, no, sir.

Q. Have you had occasion to buy furniture for your 10 own use ?

A. Slightly, very little.

Q. Do you know anything about the value of this furniture ?

A. Yes, sir, I do ; I went with Mr. Anderson and Mr. Drake to the cabinet maker before we appraised.

Q. Your information is second handed ?

A. Yes, sir, I suppose so ; by the value of new goods.

20

Re-direct.

Q. You three gentlemen then, being appointed appraisers, went to the cabinet maker to acquaint yourselves with the value of new articles ?

A. Yes, sir.

Q. Where did you go, sir.

A. To Smith & Weir's.

Q. That is the same Mr. Weir that has been spoken of as having bought for Stephen Luse at the sale ?

30

A. Yes, sir, I suppose so.

Q. You made inquiries there about the value of different articles ?

A. Yes, sir.

Q. And with that information acted as appraiser ?

A. Yes, sir.

Julius A. Drake, sworn for defendant, examined by Mr. Werts, testified as follows :

Q. You were the other one of those appraisers ? 40

A. I was, sir.

Q. You heard the testimony of Mr. Anderson ?

A. Yes, sir.

Q. And the value he affixed to these different articles ?

A. Yes, sir.

Q. How does his estimate of those values compare with yours ?

A. Well, we were uniform in opinion at the time.
10 It was arrived at by the comparison of ideas at the time.

Cross-examination.

Q. You have never been an auctioneer ?

A. No, sir.

Q. Nor in the furniture business ?

A. No, sir.

20 Q. You knew what this proceeding amounted to ?

A. I knew there had been a levy made and I was called on to be appraiser.

Re-direct :

Q. That did not influence your judgment at all, did it Mr. Drake ?

A. No, sir.

30 *William Y. Sayre*, sworn for defendant, examined by Mr. Werts, testified as follows :

Q. Do you live in Morristown ?

A. I do.

Q. What is your business ?

A. Mason.

Q. Master mason ?

A. Yes, sir.

Q. You know the Park House ?

40 A. Yes, sir; I do.

Q. Have you ever done any work there?

A. I did, sir.

Q. What work did you do there, sir :

[Objected to. Allowed.]

A. I put a story on the building, the old building that was there when they bought the property first.

Q. How did you come to do that, sir?

A. The parties came after me to do it.

Q. Who came after you?

A. Well, I am not certain whether Mrs. Luse, or Mr. 10 Luse, or they sent for me, I am not positive which; but I went to them, to their house, at any rate.

Q. Where was their house?

A. Their farm in Early street.

Q. That was after they left the United States Hotel and before they moved into the Park House?

A. Oh, yes, sir.

Q. Whom did you see at their house?

A. Mr. and Mrs. Luse.

Q. What took place between you then? 20

A. Well, we made arrangements there with them to go on and do this work for the Park House.

Q. You did that work?

A. Yes, sir.

Q. How much did it cost?

A. Really, I forget now.

Q. Well, in the neighborhood?

A. Well, between \$800 and \$900.

Q. When was that?

A. It was done in June, 1873, when I commenced 30 there.

Q. Have you been paid any on account of that work?

A. Yes, sir.

Q. How much?

A. About \$500.

Q. And the balance in a judgment?

A. I believe it is.

Q. Did you ever go and ask them for that balance before you sued her?

A. Several times, sir. 40

Q. Where did you go ?

A. I went to the Park House.

Q. Whom did you see ?

A. I saw Mr. and Mrs. Luse at different times, sometimes one and sometimes the other.

Q. Sometimes together ?

A. Yes, sir.

Q. On any of those occasions did you have any conversation with Mrs. Luse ?

10 A. Yes, sir.

Q. The house had been furnished during some of those interviews ?

A. Oh, yes, sir; it was all furnished.

Q. Did you have any conversation with Mrs. Luse relative to that furniture—how she come to get it, and where it came from ?

A. Yes, sir, this was in last October, I think.

Q. Where ?

20 A. In the parlor of the Park House ; I went to see Mrs. Luse; and she was talking about this furniture ; she had her house furnished.

Q. What did she say about that ?

A. She said she had her house furnished now, and it was all paid for—let me tell my story my own way—she said her husband gave her \$1500 ; she went to Newark and New York and bought the furniture and paid for it with the bills made out in her name, and she did not owe one penny for it.

Q. What did she say about paying you ?

30 A. If I would wait and would not press her—wait till the next Summer, in 1874, she would pay my claim on her.

Q. Is that all that took place in that interview ?

A. Yes, sir; I left and went West.

Cross-examination :

Q. She told you she bought this furniture in New York ?

40 A. Newark and New York.

- Q. And it was all paid for ?
- A. Yes; and she did not owe a penny for it she said.
- Q. And that her husband had given her \$1,500 to pay for it ?
- A. Yes, sir.
- Q. Did she say where her husband got that money ?
- A. No, sir.
- Q. Say anything about Major Budd ?
- A. No, sir.
- Q. Said she had bills made out in her own name ? 10
- A. She did.
- Q. You had your bill made out against her ?
- A. She had my bill then.
- Q. You had your bill made out against her ?
- A. She asked me to do it and I did.
- Q. You had her note for it ?
- A. No, sir, I never had it; I wanted their note, both of them, but they would not do it.
- Q. Who paid you this \$500 ?
- A. I think Mrs. Luse paid me every penny of it. 20
- Q. Leaving \$200 due ?
- A. Between \$200 and \$300.
- Q. Here, within about a year, you got her to give a note with her husband's security ?
- A. No, sir.
- Q. Who did ?
- A. Nobody I know of had any note; I wanted them to give me a note but they did not do it.
- Q. You have taken quite an interest in this sui ?
- A. I have taken no interest in it at all, any more³⁰ than I was called here.
- Q. Have you not consulted with Mr. Jones ?
- A. I don't think I have.
- Q. Have you not consulted with him about it within half an hour ?
- A. I have not.
- Q. Has not he spoken to you about it in half an hour ?
- A. No, sir.

Q. Has not he spoken to you, in ten minutes, in this Court room ?

A. Not about this suit; he asked me about a witness; that is all; he did not say anything about this suit; he asked me whether—

Q. I don't ask you that—you have not helped him work it up ?

A. I told Mr. Jones this—

Q. I have not asked you what you told him—did
10 you assist him in working up the suit, to get ready for trial ?

A. Well, sir; I don't think I have.

Q. Have you not formed a combination with Mr. Jones and other creditors of Mr. Luse to bring a law suit ?

A. No; we have talked about doing that, sir.

Q. Have you been very talkative about it and talked very loud about it around town for the last month ?

A. No; I don't know as I have talked about it with
20 anybody only my counsel.

Q. Out in the street, I mean ?

A. I think not.

Q. Have you not talked in the street and told what you were going to do, and how you were going at Luse—going to drive this case and get evidence out in this case so as to get at him, &c. ?

A. I don't know that I have; I might have said that I had some evidence in this case that would help him.

Q. Have you agreed to pay any part of the expen-
30 ses of this suit ?

A. No, sir; not a penny; I have not been asked to pay any yet; I don't know whether I will or not.

Re-direct.

Q. You say you have not talked about this case outside, that you recollect, except with your counsel ?

A. Well, that is to remark about this suit; as Mr. Pitney said to me; I am not interested in this suit at
40 all.

Q. You have talked with your counsel about it ?

A. Yes, sir.

Q. Who are they ?

A. Messrs. Pitney & Youngblood.

Re-cross :

Q. In what respect am I counsel for you ?

A. I suppose Messrs. Pitney & Youngblood are my counsel. 10

Q. We have got a judgment for you against Mr. Luse ?

A. You have.

Q. In any other way ?

A. No other way; but I told Mr. Youngblood all the circumstances that I knew about this matter; and I have told Mr. Pitney too.

Q. Did you ever tell me about this \$1500 ?

A. Yes, sir

Q. You never in the world ? 20

A. I did, sir; I beg your pardon.

Q. I am not your counsel in any way whatever ?

A. I told you all about it, sir; I supposed you were my counsel ?

Michael B. Bryant, sworn for defendant, examined by Mr. Werts, testified as follows :

Q. You are one of the constables of Morris township ? 30

A. Yes, sir.

Q. Lately you had a couple of executions in your hands as constable, against Mrs. Luse ?

A. I had; yes, sir.

Q. At whose suit ?

A. One of Cranston & Johnson, and one was Allen & Cranston.

Q. For how much ?

A. For \$30, I guess.

Q. Together or a piece ? 40

A. The two amounted to between \$30 and \$50, I think.

Q. They were against Mrs. Luse ?

A. Yes, sir.

Q. What did you do with those executions ?

A. I have got them yet.

Q. Did you go to make a levy on them ?

A. I did; I went to see her about it.

Q. Where did you go to ?

10 A. To the Park House.

Q. When ?

A. It was about in the middle of December last.

Q. Did you have a talk with her ?

A. Yes, sir.

Q. Tell what took place ?

A. I went there and Mr. Luse was there, and we went into the dining-room and Mrs. Luse came there, and I told her what I had, and she said I could not make any levy because she had nothing to levy on; I
20 told her I should have to levy on the property there, and she said that she had not a dollar's worth of property there for to levy on; then she told me the property was all mortgaged and I could not levy on it; and I told her I would have to levy on it, if it was chattel mortgaged.

Q. Did she say who held the chattel mortgage ?

A. Mr. Thatcher and Mr. Arnold.

Q. You understood she meant Arnold Brothers, the butchers ?

30 A. Yes, sir.

William D. Young, sworn for defendant, testified as follows :

Q. What is your business ?

A. Carpenter.

Q. Do you know where the Park House is located here in town ?

A. Yes, sir.

Q. And you know Mr. and Mrs. Luse ?

40 A. Yes, sir.

Q. Did you ever do any work there ?

A. Yes, sir.

Q. Built a stable ?

A. Yes, sir.

Q. When did you build that stable there ?

A. In 1873, I think.

Q. How much did it cost her ?

A. I can't tell you.

Q. Who made the bargain for its erection ?

A. Mr. Luse made it. 10

Q. Tell how you came to build it ?

A. I worked by the day; he employed me by the day.

Q. Who ?

A. Mr. Luse.

Q. Tell us what he said—how he came to do it ?

[Objected to.]

A. He did not say any more than he wanted me to go to work there.

20

The Court : You cannot bring in an assertion of somebody else unless she was privy to it.

Q. How long were you engaged in building it ?

A. Probably two weeks or so.

Q. And did you see Mrs. Luse there during the time ?

A. Yes, sir.

Q. Talked with her ?

A. Yes, sir. 30

Q. She knew what you were doing ?

A. Yes, sir; I presume she did.

Q. You say Mr. Luse engaged you to do it ?

A. Yes, sir.

Q. Whereabouts did he see you about it ?

A. The conversation, I presume, there, I don't recollect distinctly about that; it might have been there; and it might have been some where else when he spoke to me; I can't say exactly.

Q. You say you don't know how much it did cost? 40

A. I do not; I had nothing to do only the carpenter work.

Q. It has been paid for?

A. Yes, sir.

Q. Who paid for it?

A. Mr. Luse paid me.

Cross-examination.

10 Q. How much was it?

A. I can't tell exactly, probably inside of \$200.

Q. How long were you at work there?

A. I had some hands there, two or three, working there at the outset.

Q. How many hands did you have?

A. Two besides myself.

Q. Do you think two hands besides yourself earn \$200 inside of two weeks?

A. I say inside of \$200; I don't know what it did
20 cost.

Q. Was it not inside of two.

A. I don't know in regard to the amount or the time, exactly, it might have been.

Q. Was it a material addition to the stable?

A. The stable and some other works.

Q. Did you finish the house?

A. No, sir.

Sidney Collins, sworn for defendant, testified as follows:
30

Q. What is your business now?

A. Carting truck.

Q. Did you deliver at the Park House?

A. Yes, sir.

Q. With whom did you deal there?

A. Mr and Mrs. Luse.

Q. As it happened to come?

A. Yes, sir.

Q. Have you sold anything to Mr. Luse there?

40 A. Yes, sir.

Q. Has he paid you for it?

A. Yes, sir.

Q. Where did he get the money?

A. Out of his pocket, I suppose.

Q. He did not go in and ask Mrs. Luse for it?

A. No, sir.

Q. Has that been frequent?

A. I could not say how many times; a few times.

Cross-examination:

10

Q. How long have you been in the truck business?

A. About eight years.

Q. Have you sold around here eight years?

A. Yes, sir.

Q. How long have you sold to the Park House?

A. Never sold much during the last year.

Q. You never sold any till last year?

A. I don't know whether I have or not; yes, sir; I
did two years. 20

Q. What did you ever sell Mr. Luse?

A. Well, I have sold him stuff out of the wagon
different things.

Q. Can you recollect any particular thing that you
have sold him?

A. Yes, sir.

Q. Just mention it?

A. Sweet corn and lima beans at one time.

Q. Do you recollect anything else you ever sold
him? 30

A. I can't recollect exactly.

Q. What time did you generally get there in the
morning?

A. From eight to ten o'clock in the morning.

Q. Usually you saw Mrs. Luse?

A. Yes, sir.

Q. She was the one you usually dealt with?

A. Most generally.

Q. When you dealt with her she paid you?

A. Yes, sir. 40

Q. Once in a while you would see Mr. Luse ?

A. Yes, sir.

Q. [*By the Court*] : Did you have any running account or did they pay you when you delivered ?

A. Always paid me, pretty much, as I delivered the goods.

10 *Re-direct* :

Q. Did you ever deliver them truck at the United States Hotel ?

A. I don't remember whether I did or not.

Q. Who generally did the marketing at the United States Hotel when Mr. Luse kept those two houses ?

A. I can't say.

Nathaniel A. Sutton, sworn for defendant, examined by Mr. Werts, testified as follows :

Q. You are engaged in the furniture business here in town ?

A. Yes, sir.

Q. Did you have an account there against the Park House ?

A. Against Mr. Luse.

Q. For goods furnished the Park House ?

A. Yes, sir.

30 Q. And to whom was that account charged on the books ?

A. Charged on the books to Mr. Luse.

Q. Did you ever make out a bill for it ?

A. I believe so.

Q. To Mrs. Luse ?

A. To Mrs. Luse—charged to Mr. Luse, I think, but Mrs. Luse paid it.

Q. Did you make it out to her ?

A. I forget, sir ; I cannot charge my memory ; I
40 know it is paid.

Q. How did you make it out?

A. I can tell you, sir, from the books [refers to book]; paid July 20, 1874; the goods were bought August 11, 1873, down to the 26th of August, at those different times.

Q. When did you say they were paid for?

A. They were paid for in July, the 20th, 1874.

Q. Was the entire bill paid then?

A. I have no further recollection than my books, sir.

10

Cross-examination :

Q. Look at your book and see what was paid on the 20th of July.

A. \$142.70.

Q. How much is the whole bill?

A. The first account is here—September 16th, \$20; November 6th, \$15; July 20, \$142.70.

Q. When was your bill made out for that furniture?

A. Well, I cannot tell.

20

Q. Who came to you, sir, and bought it?

A. Mrs. Luse, and I charged it to Mr. Luse.

Q. Did she tell you whom to charge it to?

A. I have charged it to him; I don't know.

Q. You had accounts against him before, had you not?

A. No, sir.

Q. Look at that bill and see if you can tell how that bill was made out?

A. The bill was made out September 16, 1873.

30

Q. And made out to Mrs. Luse?

A. Yes, sir; my books say Mr. Luse.

Q. Then, on the 13th of September you made out a bill to Mrs. Luse?

A. Yes, sir.

Q. Those payments credited on that bill correspond with your books?

A. Yes, sir.

Q. You did business in the name of John R. Sutton?

A. Yes, sir.

40

Q. In whose hand writing is that bill ?

A. Mine.

Q. Is that receipted in your hand writing ?

A. In my son's.

Q. That is the whole amount sold, \$178.70 ?

A. Yes, sir.

Q. Were these goods worth the amount that you charged for them at the time ?

A. I should think they were pretty cheap ?

10 Q. They sold them back to you ?

[Objected to.]

Re-direct.

By Mr. Shipman.

Q. Did I understand you that you made out this bill yourself ?

A. Yes, sir.

20 Q. In your hand writing ?

A. Yes, sir.

Q. It is Mrs. N. Luse ?

A. Yes, sir ; and it is charged on the book to Mr.

Luse.

Q. Do you know who was present when you made that out ?

A. No, sir ; I do not.

Q. Do you know how it came to be made out " Mrs. N. Luse ?"

A. I cannot tell.

30 Q. Mrs. Luse bought the goods herself, or ordered them ?

A. Yes, sir.

Defendants' Counsel offers in evidence the following various judgments against Nathan B. Luse for the purpose of showing fraud :

Judgment of Damaris Luse against Nathan B. Luse, confessed judgment, Court of Common Pleas, signed
40 May 30, 1838, \$809.87, satisfaction note attached to it.

Also, record of deed from Nathan B. Luse to Stephen Luse, dated May 31, 1838, acknowledged May 31, recorded May 31, 1838, Liber R 3 of deeds, page 40.

Defendants' Counsel offers to show further that the land described in this deed, and the land devised in the will of Stephen Luse, deceased, are identical and the same.

Also, offers in evidence, record of judgment in Morris Circuit Court, Mary Lerue and Mathilda Lerue 10 against Nathan B. Luse, judgment signed the 19th of August, 1845 for \$176.99; satisfaction piece annexed, Book C, page 27.

Also judgment, Thomas C. Allen against Nathan B. Luse, November 21, 1848, for \$170.39, recorded in Book D, circuit judgment, page 25.

Also, on page 45 of the same book, Henry Hillyard and Daniel Budd against Nathan B. Luse, judgment on special order, November 21, 1848, for \$2,351.30; 20 further in connection with this judgment Defendants' Counsel offers to prove that Henry Hillyard and Daniel Budd here named were the same persons named as trustees in the will of Stephen Luse.

Also, offers judgment on page 120 of same book, John J. Cooper against Nathan B. Luse, signed February 22, 1849, \$1,047.24.

Also, on page 197, of same book, another judgment, Edward Blackburn against Nathan B. Luse and Will- 30 iam B. Vanderveer, May 15, 1849, \$248.49.

Also, on page 228, of the same book, H. H. Corson vs. Nathan B. Luse, judgment, May 18, 1849.

Also, on page 23, Corson against Nathan B. Luse, May 18, 1849, \$453.27.

Also, on page 263, John Craig and Lewis Tiel against Nathan B. Luse, August 22, 1849, \$149.39.

Also, on page 287, M. Ruteen against Nathan B. Luse, November 20, 1849, \$495.81. 40

Also, on page 317, John Y. Siger against Nathan B. Luse, judgment, November 20, 1847, for \$140.78.

Also, on page 325, John N. Voorhis and P. W. Freeman against Nathan B. Luse, judgment, November 20, 1849, \$563.67.

Page 348, E. E. Franayetal against Nathan B. Luse, November 23, 1849, \$191.72.

Also, on page 356, D. Donnelly against Nathan B. Luse, judgment, October 21, 1849, \$172.98.

Also, page 444, Peter A. N. Reynold and another against Nathan B. Luse and W. B. Vanderveer, judgment, May 21, 1850, \$787.37.

Also, liber E, Circuit judgments, page 90, Abram M. Binninger against Nathan B. Luse and Wm. B. Vanderveer, judgment, August 21, 1850, for \$507.36.

Also, on page 201, Abram M. Binninger against Nathan B. Luse, judgment, May 20, 1851, for \$489.54.

Also, on page 263, Nathan Ferris against Nathan B. Luse, judgment, September 16, 1851, \$239.79.

Also, on page 356, Abram M. Binninger against Nathan B. Luse, judgment, December 23, 1851, \$884.39.

Also, in book for Circuit judgments, page 752, Lawrence against Nathan B. Luse, September 20, 1853, judgment for \$131.10.

Page 188, Caster Apgar and wife against Nathan B. Luse; April 27, 1853, \$132.94½.

Page 336, Abram Binninger and others against Nathan B. Luse, judgment, May 1, 1854; \$474.84.

Also, on page 412, Thompson against Nathan B. Luse, judgment, October 21, 1854, for \$222.04.

Also, on page 550, Stephen W. Luse's claim against Nathan B. Luse, judgment, August 18, 1854, \$182.27.

[All above offers objected to by plaintiff's counsel.]

Defendants' Counsel: We propose to offer all the judgments up to date.

Plaintiff's Counsel: I withdraw my objections to all those that are offered at this time.

Defendants' Counsel also offers Book L, page 85, May 13, 1865, judgment of Samuel Jones against Nathan B. Luse, for \$822,67.

Also, Book S, page 44, Samuel Jones against Nathan B. Luse, judgment, February 24, 1875, for \$2,213.41 10

Also offers record of mortgage from Mary H. Luse to Phoebe and Martha J. Johnson, page 429 in book of mortgages, dated May 15, 1873.

Also offers abstract of a mortgage from Mary H. Luse and Nathan B. Luse to Henry Baker, dated May 31, 1873, recorded June 14, 1873, to secure to be paid to him, the said Henry Baker, the sum of \$4,000, &c.

Also offers book D, 3 of mortgages page 203, mortgage 20 of Nathan B. Luse and wife, to Wm. L. and W. W. Pruden, dated April 9, 1875; acknowledged April 19, 1875, recorded April 19, 1875, to secure to be paid to the said part of the second part the sum of \$360, etc.

Also on page 199, of same book, Nathan B. Luse and wife to J. W. Muehmore et. al., mortgage, dated April 9, 1875, recorded April 19, 1875.

Also, record of mortgage from Nathan B. Luse to Edward Lounsbury, page 201, same book, dated 9th of April, acknowledged and recorded the 19th of April 30 1875.

Also chattel mortgage from Nathan B. Luse and wife to John Thatcher November 23, 1874, acknowledged November 23, 1874.

Also offers in evidence chattel mortgage from Mary H. Luse and husband to Arnold Brothers dated February 11th, 1876.

Also chattel mortgage from Nathan B. Luse to Stephen W. Luse dated the 26th of June, 1873. 40

Also execution tested March 20, 1874, on a prior judgment for \$800 and levy annexed to execution bearing the same date.

Also offers in evidence files of the "Jerseyman," a newspaper in evidence from the first of July, 1873 down to the present time to get before the jury and the Court this advertisement of the Park House which has been in continually during that time, and also two or three advertisements of application for licenses.

10 Also offers a file of the "Banner" and "The Morris Republican" for that purpose.

Plaintiff's Counsel: I don't see how the applications are competent.

The Court: My impression is they are competent unless Mrs. Luse was aware of the publication.

Defendants' Counsel: She admits the fact that they 20 were to be licensed.

The Court: Yes; we will have it; let the papers go in with her explanation of them.

Defendants' Council also offers in evidence writ of replevin, Stephen Luse against Jesse Hoffman.

The Court then adjourned to Saturday, March 10, 1877.

30

George T. Werts, sworn for defendant, testified as follows:

Q. Were you the attorney for Mr. Jones on this last judgment, on the execution?

A. Yes, sir.

Q. Just speaking in reference to the issue of the execution of the adjournments, something has been said about these different adjournments; state how 40 they occurred and all about it?

A. After the judgment was obtained and the execution issued and the advertisement set up there were six or seven adjournments of the case. Those adjournments were all made by my direction, I think, each and every one of them after consultation with Mr. Nathan B. Luse, and at his request, and on at least one occasion I recollect one of those adjournments was made at the request or suggestion of Mrs. Luse and Mr. Luse together. I went into the Park House; Mr. and Mrs. Luse sat there, and Mr. Luse said, "are you going to sell us out to-morrow?" That was the day I fixed for the sale.

Q. Was Mrs. Luse present?

A. Yes, sir; they were sitting in the office of the Park House; I said, "No; we will adjourn it again, most of the adjournments were made without Mr. Jones' knowledge or consents."

Q. What was the object of the adjournments?

A. The object of the adjournments was this: before the property had been sold, measures of settlement and compromise had been talked and proposed between the parties, and after the sale was advertised those measures were continued; Mr. Luse was making various offers.

[Objected to.]

Defendants' Counsel: Is it not proper to show the negotiations between Mr. Luse and the parties?

The Court: No, sir.

The Witness: Some of these measures of settlement which were proposed I cannot specify exactly when they were, but the general plan of settlement was conducted there between myself and Mrs. Luse.

Plaintiff's Counsel: I don't see how it bears upon the question; it is a very long story.

The Witness: In regard to the sale and the things outside I wish to say a word. There were several things levied on outside of the house which are here recited in the levy annexed to the writ. They were not sold;

most, if not all, of them are included in this chattel mortgage from Nathau B. Luse; I was notified not to sell them because they belonged to Stephen W. Luse, that, if we did undertake to sell them they would be replevied; it was suggested to me that if we wished to try the title of Stephen W. Luse for those goods we might do it; it was proposed to sell the carriage; the sheriff went there fully apprised that it was not to be sold, that as soon as he said he could sell it the writ of
 10 replevin would be served; then there was the horse and buggy which was put in; it was levied on but was not sold by my direction; I instructed the sheriff not to sell that horse and buggy, because—

Plaintiff's Counsel: Never mind what your reasons were.

The Witness: I am not going to tell what I told the sheriff.

20 *The Court*: You told the sheriff not to levy upon it?

A. Yes, sir; I did; I was going to say, when I gave the sheriff those directions, I told the sheriff not to sell that horse and buggy; my reason for so telling him was this: It was suggested to me that the owner of the Park House was old and feeble, and unable to get around without a horse and buggy; I was asked there not to sell the horse and buggy; in accordance with that request I instructed the sheriff not to do it.

30 *Cross-examination by Mr. Pitney*:

Q. This replevin suit has never been followed up?

A. The declaration was never filed in season.

Q. What attempt did you make to sell any of those outside—what attempt did you make to sell the carriage?

A. It was understood before if any attempt was made that it would not be sold.

Q. Never meant to sell them at all, did you?

40 A. Of course we meant to sell them.

Q. It was understood they would not be sold ?

A. It was understood they would not be sold, because the writ of replevin was already prepared to take them.

Q. You and Stephen Luse were friendly I suppose and had a kind of arrangement there by which he and Frank Child and you took a drink all around and then you said, "we are going to sell these goods and you issue your writ of replevin;" and that ended it ?

A. No, sir. 10

Q. Nothing of the kind ?

A. No, sir.

Q. Was not that the way it was ?

A. No, sir ; Mr. Child came to me and said that he had omitted to file the declaration in season.

Q. He never has filed it ?

A. Yes, sir; he is going to try it next term.

Q. Why did you not get at it sooner ?

A. The declaration was not filed.

Q. The horse and carriage Stephen Luse asked you 20 not to sell ?

A. Yes, sir; others did.

Q. Who else ?

A. Julius A. Drake.

Q. And did you and Stephen have a drink over that ?

A. I don't know whether we did or not.

Defendants' Counsel: I think that was a temperance house.

Q. You thought the horse and buggy was of more 30 consequence to Mr. Luse than the house was to earn a living with for Mrs. Luse. You thought the luxuries were more important than the necessities ?

A. No, sir.

Q. Nobody claimed the horse and carriage, did they ?

A. I think it was in Stephen's chattel mortgage.

Q. Did he not replevin that, too ?

A. No, sir, he only replevined the one two-seat wagon and that was by arrangement between counsel.

Q. He only replevined one article ? 40

A. That the title to all the goods could be determined by—

Q. Then he would not have to get so much secured?

A. Yes, sir.

Q. A friendly arrangement to try the matter without holding anybody—it was a friendly operation?

A. I guess you and Francis Child put it through.

Q. I never heard of it before?

A. Yes, you did.

10 Q. I did not know there was a réplevin issued till I heard it here?

A. It may be you did not, I thought you and Francis Child did it together.

The Court: This is all improper.

Q. Was that the idea, that as a matter of humanity to Mrs. Luse you would leave this horse and carriage and take her goods out of the house?

20 A. Yes, sir.

Q. How did you suppose they were going on with their business there without any furniture and goods?

A. I can tell you that if you will allow me to tell it. In the first place we had our levy to go by; we saw that that did not take one quarter of the goods that were in the house, hardly; and then I knew furthermore that what ever was done that Stephen Luse stood prepared to put them back.

Q. You knew that?

30 A. Yes, sir; I think I did.

Q. Who told you that?

A. I think Stephen said they would not be broken up if we did sell.

Q. Would not be broken up if you sold the horse and carriage?

A. No; but they would not buy another one, I suppose.

40 [Defendants' Counsel offers in evidence the renewals of the different chattel mortgages.]

Plaintiff's Counsel: We will admit that Mr. Thatcher's has been renewed.

Defendants' Counsel: Here is the original of the chattel mortgage to the Arnold Brothers, dated February 11, 1876, filed February 11th; renewal filed February 7th, 1877. Original of chattel mortgage to Stephen W. Luse, dated June, 1873, renewal filed January 22, 1875.

[Defendants' Counsel offers to show the date of the 10 different applications for license, and that the house has been advertised repeatedly in the name of Nathan B. Luse.]

Mary H. Luse, Plaintiff, recalled, further testified:

Q. Since you were on the stand have you thought or discovered of any other source from which you got money, except what you stated the other day?

[Objected to as not rebuttal.]

20

[Objection overruled.]

A. Well, sir; I had \$200 taken from the Savings Bank.

Q. In whose name was it?

A. It was in my daughter's name.

Q. Your daughter Katie?

A. Yes, sir.

Q. How old was she when it was put in?

A. She commenced putting in a little money she accumulated from the time she was five years old; I 30 think the spring of 1873 she took to the saving's bank, and put in money until it accumulated to \$205 and some odd cents.

[Objected to as hearsay testimony, and that the book should be produced.]

The witness: I know that my daughter put it there.

The Court: This testimony ought to have been given yesterday, unless it is evidence discovered since she was on the stand. 40

Plaintiff's Counsel: Undoubtedly; but we didn't know anything about it.

Defendants' Counsel: We object, that this is mere hearsay testimony; it is opening a source of examination which may exhaust half a day; it is opening a very wide door.

[Testimony allowed. Defendants' Counsel prays an
 10 exception and that his exception may be sealed, and
 it is allowed and sealed accordingly.]

{ L. S. }

20

30 Q. Did you think of this when you were on the stand before?

A. No, sir; I did not.

Q. When did you first think of it?

[Objected to.]

Q. Did you think about it before the Court adjourned that day?

A. No, sir; I did not.

[Objected to that it is not competent, that she did not think of it.]

40 [Objection overruled. Defendants' Counsel prays

an exception and that his exception may be sealed, and it is allowed and sealed accordingly.]

{ L. S. }

10

20.

The Witness: Well, sir, this money that I did not think of when I was on the stand before was that \$200 and when I went home from here I thought over that and of all the resources that I had for money, and I thought of this \$200.

Q. Now, tell again where it came from ?

A. In the first place, when my daughter was five years old she counted up pennies as children do and she got the idea of having a savings bank, and the first³⁰ money she put into the bank was one dollar; she took a book; I went with her myself; and she got a book, gave her name and they gave it to her; and always when she had a little money she never spent her money for candies or toys or anything of that kind; she put it in the bank and the books will show.

Q. Was it small sums or large sums ?

A. Small sums, sir.

Q. When you went to buy the property in 1873 what was done with that money ?

40

A. When I needed money to use Katie says to me, "Ma, I will give you my money," childlike. In June I drew that money out of the bank.

Q. What use was made of it?

A. I took it to pay out for money I needed; I can't positively swear for what purpose it went; but I used it; I had the \$200.

Q. Now, you heard what Mr. Sayre swore to yesterday?

10 A. I did.

Q. Did you ever tell Mr. Sayre that your husband had given you \$1,500 to buy furniture with?

[Objected to on the ground that it was objected to before on cross-examination.]

Q. Did your husband give you \$1,500 to put it the business?

A. He did not.

Q. Did you ever buy any goods in New York?

A. I never did, sir; not one article.

20 Q. Did you ever buy any furniture except what is contained in those bills here produced?

A. Only now and then a piece; when I would need a chair or stand, or bowl or pitcher or something of that kind to put in the place—something in the room—I would go to the store here and buy it; I have bought many pieces of furniture that way.

Q. The bulk of your furniture?

A. The bulk of my furniture is on these bills.

[Bills put in evidence and marked exhibits 1 to 14
30 inclusive.]

Q. Did you furnish any money to Stephen W. Luse to buy any of these goods back?

[Objected to, that it was sworn to before.]

A. I did not.

Q. That mortgage that was put in to _____
& Brother, what was that for?

A. Work.

Q. What were they, masons or carpenters?

A. Masons.

40 Q. What was the work done?

A. In the new building, a rear wing.

Q. What was the mortgage given to Mr. Lounsbury for?

A. For that same building.

Q. What did he do?

A. Carpenter work.

Q. And the mortgage to Day & Muchmore, what was that for?

A. For materials.

Q. They are lumber men, are they? 10

A. Yes, sir.

Q. And the mortgage to Arnold Brothers?

A. That was a butcher's bill.

Q. When did you buy that meat—what time—for the carrying out of business?

[Objected to.]

A. It was from the latter part of 1873 till the latter part of 1874, I think, I am not positive about that; but I think it was from 1873 to 1874, along there some time.

Q. And this mortgage to Thatcher what is that for? 20

A. For work done on the building.

Cross-examination:

Q. Your daughter had a book given her, hadn't she?

A. Yes, sir.

Q. A savings bank book?

A. Yes, sir.

Q. Where is that?

A. It is in the saving's bank, sir. 30

Q. When did you give it up?

A. When I drew that money out, or when she drew it out—she went and got it herself—she gave the book up to the bank.

Q. When did that come to your mind about that?

A. After I had been here, and after the court adjourned; after I went home.

Q. Did anybody talk to you about it?

A. No, sir.

Q. Nobody at all? 40

A. No one at all, sir.

Q. Did you have any conversation with your daughter about it?

A. No, sir, my daughter does not know that her name has been mentioned about it.

Q. Your daughter is at home now?

A. Yes, sir.

Q. Been at home all the time?

A. She has.

10 Q. Just \$200 was it.

A. It was two hundred and five dollars and some cents.

Q. That just came to your mind after you went off the witness stand?

A. No, sir, when I went home, I went to thinking over all that I had said and that had been said.

Q. How soon after was that?

A. That night, sir.

Q. That was before Court adjourned, was it not?

20 A. No, Saturday night.

Q. Was it Saturday night that you thought of it?

A. It was Saturday night.

Re-direct.

Q. Did you go to the saving's bank during last week since the adjournment?

A. I did when I thought of that thing.

30 Q. And you got a memorandum of the time when the money was drawn out?

A. Yes, sir.

Q. And the amount?

A. Yes, sir.

Q. Did you try to get the book?

A. No, sir; I only asked to know—

[Objected to.]

Q. [*By Defendants' Counsel*]: Where is that memorandum?

40 A. [Witness hands paper to counsel.]

Henry C. Pitney, sworn for plaintiff, testified as follows :

I became counsel in this matter, I think, for Mrs. Luse about three to five weeks before the sale took place; I notified the sheriff that the goods were Mrs. Luse's; she claimed them; that he must not sell them; that he must not go to the house; I told him he must not go through the house or conduct any sale there or take any proceedings, that that he was injuring Mrs. 10 Luse's business and making a disturbance with her boarders.

[Objected to. Objection overruled.]

Witness resuming : I told him distinctly that he must not be going there; and if he went there, we would keep him away by force; and he said he would go because he was indemnified; he said he could not help it; I told him he must not go on that presumption either; that it was ruining her business; 20 I think it was four weeks before the sale; I am quite sure he said something about a compromise; I said there will be no compromise; that there was no money to pay it with; it was folly to keep going there week after week on the pretence of a compromise; I know I stated that distinctly to the sheriff or anybody that spoke to me; that it was all nonsense about compromise; that it was pure folly; I gave them to understand *that*, in the most positive terms; and the sheriff he would go on and we finally employed a man to keep 30 him out, and then finally I said to the sheriff—

Defendants' Counsel : I hope your Honor will not allow this testimony.

Witness [resuming] : I told him we would keep him out by force; and finally I told him that, in as much as he had come there and levied on the good, partly by sufferance, that it would, perhaps, get him in a scrape with Mr. Jones to prevent him going into the house, and that we would not prevent him by force 40

from going into the house once to take them away; we would not consent to it but we would not keep him out by force; once, if he would fix the date to take them out, on that day we would not keep him out by force; on that day which he fixed he came and moved the goods and behaved like a gentleman in so doing; but I told him some time before not to be going there and adjourning the sale and injuring her business; that we did not wish to prevent him by force
10 from going into the house, because that might complicate him with Mr. Jones.

By Mr. Youngblood:

Q. Did Mr. Sayre ever tell you that Mrs. Luse had told him she had received \$1,500?

A. No, sir; never heard of such a thing, either from Mr. Sayre or from you.

20 *Defendants' Counsel:* They say that lawyers are the worst witnesses in the world, and I think they are; I object to that; Mr. Pitney has a right to contradict Mr. Sayre and nobody else.

J. C. Youngblood, sworn for plaintiff, testified as follows:

Q. Did Mr. Sayre ever tell you anything about this \$1,500?

30 A. He did not.

Q. Did you ever hear of it before this trial?

[Objected to.]

Q. From him directly or indirectly?

A. Never until I heard him swear to it yesterday.

Cross-examination.

Q. You are the attorneys for Mr. Sayre—Pitney & Youngblood are?

40 A. To some extent.

Q. You obtained a judgment in favor of Mr. Sayre against Nathan Luse and wife?

A. We did; yes, sir.

Q. When?

A. I cannot tell; I do not recollect.

Q. Do you remember what the amount of it was?

A. No; I think it was a little over \$200.

Q. Was execution issued on it?

A. It was.

Q. Put into the Sheriff's hands? 10

A. It was.

Q. Before or since this controversy arose?

A. I cannot tell you without looking at my docket; I do not carry those things in my mind.

Q. You have heard Mr. Sayre's talk to you about this matter, haven't you?

A. Yes, sir.

Q. A good deal?

A. I can tell you what conversations have occurred.

Q. Never mind about that—you have talked considerably about it? 20

A. Never but twice, I think.

Q. Has he not talked to you about trying to get his money, about the validity of this claim of Mrs. Luse, set up, to the goods?

A. No, sir; because when Mr. Sayre came I advised him—

Q. Don't tell that?

A. When Mr. Sayre came and desired me—

Q. No; I am asking you if Mr. Sayre did not tell you, talk to you about Mrs. Luse's claims, that there was nothing in her pretence that the property was hers? 30

A. Mr. Sayre said to me that he and these other creditors were going to conveyance on the ground that it was Mr. Luse's. this real estate

Q. You don't get at what I am driving at?

A. Not what you want me to say, of course.

Q. Did he not talk to you about having a conversation with Mrs. Luse about this matter? 40

A. No, sir.

Q. Never at any time?

A. No, sir.

Q. Never said anything to you about that?

A. No, sir.

Q. He has had a great many conversations with you at different times?

A. No, sir; he has had, I think, two conversations with me, possibly three, about it; now, I desire to state
10 in rebuttal when Mr. Sayre brought the claim to me—

[Objected to by defendants' counsel as irrelevant,]

A. When Mr. Sayre brought his claim and desired to know whether I would bring the suit, I said I would because I knew Mrs. Luse was willing that these creditors should be secured.

Defendants' Counsel: That is not proper.

The Court: That has something to do with it because the question was asked him whether he was counsel,
20 and he said "to some extent."

A. I told him we were counsel for Mrs. Luse; but, as she desired to secure these claims, she did not object to putting it in judgment. I told him the entire situation of the property and the mortgages upon it, and that it probably could not be got. I told him Mrs. Luse had no objection to have the claim secured, and he desired Mr. Luse to be incorporated in it hoping something might be got in the future. Since that
30 time no conversation with Mr. Sayre has occurred between us except as to the transfer of real estate. There was a general conversation between Mr. Sayre and a number of other creditors.

[Defendants' Counsel prays an exception to the admission of the testimony and that his exception may be sealed, and it is allowed and sealed accordingly.]

.....
{ L. S. }
.....

By Mr. Pitney : 10

Q. Was there anything between the time that you were employed to get the judgment, any conversation between you and Mr. Sayre, and the time when he appeared in the office with the other creditors ?

A. Never, except when she came to make his affidavit in proof of his claim.

Q. Between the time of getting the judgment and the time that the creditors came to the office ?

A. No, sir. 20

Q. When was it that the creditors came to the office ?

A. I think it was last week some time or the week before.

Stephen W. Luse, sworn for plaintiff, testified as follows:

Q. You reside in Morristown ?

A. At present. 30

Q. And are the son of Nathan B. Luse ?

A. Yes, sir.

Q. Mrs. Luse is your stepmother ?

A. Yes, sir.

Q. Have you any interest in the running of the house at all ?

A. Not in the boarding.

Q. Have you had at any time since it was commenced there ?

[Objected to as not rebuttal.] 40

The Court: You better confine his testimony to the goods.

Q. Have you had any of the proceeds of the boarding house?

[Objected to as not rebuttal. Allowed.]

[Defendant's Counsel prays an exception, and that his exception may be sealed, and it is allowed and sealed accordingly.]

{ L. S. }

20

Q. Did you or not buy some goods at the auction?

A. Yes, sir.

Q. Did you pay for them?

30

A. I did.

Q. Whose money paid for them?

[Objected to. Allowed]

[Defendants' Counsel prays an exception, and that his exception may be sealed, and it is sealed accordingly.]

{ L. S. }

40

10

A. Mine.

Q. Had Mrs. Luse any interest in that money, directly or indirectly ?

[Objected to. Allowed.]

[Defendants' Counsel prays an exception and that his exception may be sealed, and it is sealed accordingly.]

20

L. S.

30

40

A. None whatever.

Q. What did you do with the goods?

A. I had them moved back to the hotel as soon as I paid for them.

Q. Whose goods are they now?

[Objected to as not rebuttal. Allowed.]

[Defendants' Counsel prays an exception, and that his exceptions may be sealed and it is sealed accordingly.]

{ L. S. }

20

A. I gave the goods to my sister Kate—made her a present of those goods.

30 Q. How is your father's health now?

A. It has been very poor this week; last night he slept much easier, but the two nights before he was very ill; in fact he is very ill now.

Q. How is his appetite?

A. Very poor.

Q. Is he able to leave his room?

A. No, sir.

Q. How has he been for the last 10 days in that respect?

40 A. He has been getting worse until last evening; he

is very weak on that account that he has no appetite; for the last 10 days he has been getting worse.

Cross-examination.

By Mr. Shipman.

Q. He has been getting worse for the last 10 days ?

A. Yes, sir.

Q. Has he been out for the last ten days ?

A. No, sir; he has not been out of his room.

10

Q. How was it before that ?

A. Well, for a year or two back, one day he would be down stairs, the next day confined to his room; some days he would feel well enough to go out; for the last month he has not been well.

Q. Has he been out of doors during the last month ?

A. I don't know about that; I think not though.

Q. Has he not been riding out some in the wagon pleasant days ?

A. I don't know whether he went out the last month or not.

20

Q. He has been complaining of rheumatism and gout, more or less, for some years ?

A. Yes, for 25 years.

Q. Always attended to his business, more or less, whenever he was not troubled ?

A. More or less; yes, sir.

Q. Now, within the last year, he has been around about, attending to business whenever he could ?

30

A. Well, he has not been around much the last year; he has not had much business to attend to, only giving directions about his farm.

Q. Well, he has been going out; has he been any worse for the last two months than he had been for two years past ?

A. Yes, he has been worse this last two months than he has been in four years.

Q. He has always come down to the table till within the last ten days ?

40

A. No, sir.

Q. Most of the time?

A. No, sir; I think he has been less at the table this last two or three months than he has been for a number of years; he has been very weak; sometimes he would go down and have to go back again.

Q. When did his appetite begin to fail him?

A. It has been failing, I think, for two weeks past—three weeks.

10 Q. When did you give these goods to your sister Kate?

A. I gave them the day I bought them—the day I paid for them.

Q. They have been in the house ever since, have they not?

A. I believe so.

Q. And they have been in use there?

A. Yes, sir.

Q. For the benefit of the boarders?

20 A. Yes, sir.

Q. You had some judgments against you?

A. No, sir.

Q. No judgments against you at all?

A. No, sir.

Q. Any out West?

A. No, sir.

Q. Nothing at all?

A. Nothing that I know of.

Q. How long have you been in the house?

30 A. Since it was opened.

Q. Been living there?

A. Yes, sir.

Q. Do you do anything there?

A. I attend to the office.

Q. What duties have you there?

A. Registering people on their arrival, giving them rooms, making out their bills when they leave, taking their pay; also keep the hotel's accounts.

Q. Is that all you do—don't you get any proceeds
40 from that house at all?

A. What do you mean—I don't understand you?

Q. I ask you if you get any of the proceeds—any of the profits of that house, at all, or any pay for anything you do?

A. I do not; I sell cigars and something there, but that is for my own benefit, nothing to do with the house.

Q. Do you get any compensation for anything you do?

A. Nothing but what I make. 10

Q. Well, just say out of the house?

A. I sell cigars.

Q. Is that all?

A. Well, some refreshments.

Q. Well, what kind of refreshments?

A. Well, refreshments for temperance people—keep a temperance house.

Q. Then, all you get is what you sell across the bar or office counter?

A. We don't have a bar. 20

Q. You call it a counter, do you?

A. Yes, sir; a counter.

Q. Then all that you get for what you do there is what you sell across the counter?

A. That is all, sir.

Re-direct :

Q. Has Mrs. Luse anything to do with that?

A. No, sir; nothing at all. 30

Q. One question I forgot. This advertisement put into the newspaper, of the House, who managed that?

A. I don't know but what I put in one or two.

Q. What is the fact?

A. I think I put it in.

Q. Did Mrs. Luse have anything to do with it?

[Objected to.]

A. I only suggested the old name should be there; he was so well known; if they advertised under any body else's name it would not be as well known; it was 40

merely done because he was known better than any other man in the county.

Q. Did Mr. Luse, to your knowledge, have anything to do with the house?

[Objected to. Objection sustained.]

Re-cross :

Q. Did you hear anything about your father giving
10 Mrs. Luse money to buy furniture?

[Objected to.]

The Court : If you want to go into that I will allow the other side to go into the whole matter.

Defendants' Counsel : If you offer this, it is not cross-examination, we will not press it.

TESTIMONY CLOSED.

20

Mr. Shipman heard for Defendant.

Mr. Pitney for Plaintiff.

The Court then adjourned to Monday, March 11, 1877.

30

40

MARCH 11th, 1877.

CHARGE TO THE JURY.

REED, J.

Gentlemen of the Jury:—Samuel Jones, in 1865, obtained a judgment against Nathan B. Luse. In 1874 he obtained another judgment against the same party. 10 In March, 1874, an alias execution upon this judgment was placed in the hands of Jesse Hoffman, Sheriff of Morris County. A levy was made under the execution on April 6th, 1874, upon certain goods and chattels then in the Park House, in Morristown. A levy was made under the second in April, 1875, I think. From the time of the first levy until August 2d, 1876, these goods remained in the Park House. Upon August 2d they were taken from the Park House, appraised, \$200 worth, the amount of the exemption 20 selected, and two days after, on August 4th they were sold by the Sheriff, Mr. Hoffman. Mr. Jones, the plaintiff in this judgment, directed the levy and sale at that time, and now, Mary, the wife of Nathan B. Luse, insists that these goods were hers; and she has brought this action of trespass to test this question, and if she has shown that the title to these goods was in her the Sheriff had no right to levy or sell, and Mr. Jones had no right to direct the levy and sale, and she is entitled to recover. 30

All the goods levied upon were not sold, \$200 worth was selected by Mr. Luse and returned to the house. The goods he selected were admittedly his. They were, by the testimony of Mrs. Luse, goods which remained after the sale of furniture when they left the United States Hotel, goods which they then took to the farm and from the farm brought into the Park House. These goods were Mr. Luse's and as they were taken with the other goods in the house he selected them in asserting his right to exemption. 40

There were also other goods of Mr. Luse's in his room. The remaining goods in the levy, the goods they sold, Mrs. Luse says do not belong to her husband at all but were her own property. She says they were purchased by her and paid for by her with money which was her's. Her story is briefly this, that in June, 1873, she bought the Park House; that it was understood if her husband procured a license to keep a hotel he was to carry on that business. He applied
 10 and failed to secure a license. In that event she says his arrangement was to keep boarders; that it was understood by her and her husband to be her business. She mentions as an incident that her husband desired her to take her son Stephen as a partner in business with her and that she refused. She says also that her husband at the time was such an invalid as to generally incapacitate him from carrying on business; she says that in 1873 and 1874 and in 1875 she carried on this
 20 business and during its progress she earned in the business and out of her earnings she paid for all or nearly all of this furniture; and that any money she paid not out of the earnings of this business was also hers.

Now, gentlemen, if she has convinced you of this state of things she is entitled to recover. The husband had a right to allow the wife to keep boarders on her own account; to receive the income from the business as her own. The wife of a man is not bound to work for his creditors and his creditors have
 30 no right to such earnings. Therefore, if there was an understanding between Mr. Luse and his wife that she should carry on this separate business as her own and receive the earnings thereof, and in pursuance of such an agreement she did carry it on, her husband's creditors cannot touch those goods; nor would the fact that this arrangement was made to secure these earnings from the creditors change this rule. It may be true that the husband permits the wife to keep her own earnings because he is involved in indebtedness, yet
 40 it will not affect her title to them. A wife who would

work for her husband's family might refuse to do so for her husband's creditors, and she has a right, with her husband's consent, to do as she pleases. These two questions present themselves: Was this business her business, and if so, did the earnings pay for these goods? Was this her business? She says it was; that she and her husband agreed that it should be. She mentioned the incident to which I have already alluded, of her husband's request that she should take Stephen into partnership. She replied, "No; what I 10 do, I do alone." She is not directly contradicted. The defendants insist upon it that she is contradicted by circumstances; that Nathan B. Luse advertised for a license to keep the Park House as a hotel. You have heard the explanation of Mrs. Luse of how and why that was done; that he failed to procure a license, and she was to keep a boarding house. And also that the house was advertised in the name of Nathan B. Luse.

This, gentlemen, certainly is a circumstance for your 20 consideration. It may, however, be entirely consistent with the idea that the business was actually hers. If the debts upon which these judgments were obtained and these executions issued had been incurred upon the idea which this advertisement raised in the minds of the creditors that Mr. Luse was running the business, here it would certainly raise a strong case against the theory that his wife was the real mistress of the business; but that is not this case. You have heard why the house was advertised as it was; they say because 30 Nathan B. Luse was well known as a hotel keeper throughout the county. If, in fact, it was agreed that Mrs. Luse should conduct the business, the mere fact of such advertisement would not affect her rights to those profits. It is also said that this arrangement was a mere after-thought induced by the demand of Mr. Jones for the payment of his debt. Most of the bills were bought before or at the opening of the house in August, 1873. They were paid subsequently. The bills are produced; they are made out to her; with the 40

exception of Sutton's bill there is nothing to show that the original purchase was not made in her name, and the charges upon the books in conformity with the bill. Mr. Sutton has a charge upon his books to Mr. Luse. He says no directions were given by Mrs. Luse at the time of the purchase as to how it should be charged; she did, however, direct the bill to be charged to her.

If these charges were directed to be charged to her
 10 when she purchased the bills, the most of which were in 1873, it is certainly a strong circumstance to indicate that at that time this arrangement was in her mind; and if she bought the goods upon her own credit and paid for them as I have already said, it does not matter whether she was induced to do so by the knowledge that Mr. Jones was pushing his claims against her husband or not.

Those are the facts around this case by which
 you are to determine the question whether she
 20 was carrying on this business herself; you must take them and make up your mind whether this was her business and whether the proceeds of this business paid for these goods. She says her money paid for all the goods or a great part of the money came from this business. She had at the opening sixteen rooms furnished. She had the goods from the farm which were afterwards returned after selection by Mr. Luse. She bought of Mrs. Johnson on June
 30, 1873, a bill of furniture then in the house amounting
 30 to \$139; she bought of Shedd Brothers a bill of \$239.-41; of Miller a bill of \$175.25; of Sutton a bill of \$223.-24; of Miller again, a parlor suit for \$100; of Smith & Hedges a bill of \$96. She put in the house by these purchases over \$1,000 worth of goods at the rate paid for them. The Johnson bill, the Sutton bill, the Miller bill for parlor furniture and the Shedd Brothers bill were purchased at or about the time of opening to put the house in a condition to receive boarders. The payments made at that time, or so soon thereafter that they
 40 could not have been receipts from the business were by

her testimony \$100 on the Shedd Brothers bill and \$15 on the Smith & Hedges bill. The rest of the goods were not paid for until afterwards. It is, I think evident that the bill of Smith & Hedges of \$96 was not paid for until April 30th, 1874. She says she paid Mrs. Johnson by notes which were six months notes and were not actually paid until eleven months had expired. She paid Miller by notes for his mattress bill of \$175. She got credit she says for the Miller bill for parlor furniture and paid it when she got the money; she 10 paid the Lawrence & Green bill by board, and the Shedd bill, excepting \$100, in the same way. She says that these bills were paid for by the receipts from the boarders; that she let her butcher's bill run unpaid, by diverting so much of her money into these payments until it reached I think, a size nearly as large as the price of all the goods.

Now, gentlemen, if you believe that that is so you are further to inquire whether the \$100 and the \$15 or \$20 paid before the receipts from boarders commenced 20 in this house was also her money.

The defendant alleges that it was her husband's money; that it was from the \$1,500 paid her by the husband, and they produce Mr. Sayre who details a conversation which he says he had with Mrs. Luse in which she asserted that her husband had given her \$1,500 with which she bought furniture at New York and Newark. She denies this and says she never bought furniture in New York at all. The particulars of a conversation are easily misunderstood, 30 and you are to take into consideration whether she then made a statement which is in direct conflict with her statement here on oath, not only as to the source of the fund which purchased these goods, but in fact as to the receipt of other money by her. She says she received \$1,600 on the Budd note which was a part of the \$5,000 received from the Hedden property. That money she says went into the real estate; that no part of this, or the remaining part of this \$5,000, went for the purchase of these goods.

The question for you, gentlemen, is whether she is correct in that or not. She says in addition that she always had a little money in the bank; that at the time she deposited this \$1,600 she had kept one or two boarders, the money for which she had always been permitted to receive; that she had received money for washing, and she says her daughter gave her \$200 which she used. She also says that her husband from time to time gave her some money at various times. If
 10 you believe the cash payments made at the opening of this house came from the fund so accruing from her former labor or the \$200 given by the daughter, then the title to all the goods was in Mary H. Luse, the plaintiff. If you believe that a part of the husband's money went into these goods and a part of the wife's earnings also, and the blending of the fund was not for the purpose of defrauding creditors, then you should find a verdict for the plaintiff. The amount of damage
 20 resulting from the taking of the proportion of goods representing the purchase by her earnings.

If you are satisfied these goods were hers, then comes the question of damages. The ordinary rule is the value of the goods with interest from the time of taking.

The rule in this case should be such a sum as would compensate the plaintiff for the loss naturally and directly resulting from the taking. She should recover the value of these goods to her in the house, you should take the cost price when new, how they were bought,
 30 then the time and nature of their use and make a deduction for it, you should take into consideration the price brought at the sale. That is not conclusive, because you perceive, gentlemen, the question is what it would cost a person to replace these goods with similar ones. Now, it would have been impossible to have replaced them in a reasonable time by attending auctions and buying a piece here and there. You can take her estimate and Mr. Drake's estimate and others,
 40 remembering that they were appraisers and that their original appraisement was for the purpose of setting

off the \$200 exemption. And from all the testimony you are to make up your minds what these goods were worth to her in the boarding house, or in other words what it would have cost her, when stripped of them, to have replaced them with goods of substantially the same kind and quality. Besides, you have the right to allow for any damage that naturally resulted from the taking of these goods by interfering with boarders; not speculative damages for supposed future profits of business, but such damages as have been proven to 10 have been the reasonable result of taking these goods and their absence for such reasonable time as would have been required to replace them. Exemplary damages are also claimed; that is, damages to be given as a punishment and example, and whenever a trespass has been malicious and has been committed in a wanton manner for the purpose of annoyance or oppression. I have seen nothing in this case to call for the visitation of such damages upon the plaintiff. The delay to sell seems to have been for no 20 purpose of annoyance, and the levy and sale seems to have been made with no design to annoy or harrass. Still it is a question for you. The question therefore, gentlemen of the jury, is this: did the money of Mrs. Luse pay for these goods? If so, they are hers. If a part was paid for by her money that part is hers and her earnings, permitted by her husband to be retained by her, is her money.

All the other evidence in this case concerning the giving of mortgages and taking of deeds, the entry 30 of judgments, has no bearing upon this question beyond any light it may throw upon the origin of the money which was paid for these goods. As to that the testimony has thrown no distinct light. The matter of the gift of \$5,000 and of the \$1,600, a part of it, I have already alluded to. If the story of Mrs. Luse is correct, none of it went into these goods. Whether it went into other property of Mrs. Luse's or not has nothing to do with this case. If all of these goods were bought with her money she is entitled to damages 40

for the taking of all of them under the rule which I have propounded to you. If a part of such goods were purchased by her money in good faith then she is entitled to damages for the taking of such proportionate part.

As to the request to charge that by force of the chattel mortgage upon these goods only nominal damages can be obtained, I refuse to charge that. As to the other requests to charge, I refuse to charge otherwise
10 than as I have charged.

Defendants' Counsel: I understood the Court to say that if the arrangement Mrs. Luse testified to as between herself and her husband was actually made, although made with the intent to defeat the creditors of Mr. Luse, still she could recover, I except to that portion of the charge, and pray the exception may be sealed, and it is sealed accordingly.

20

.....
 { L. S. }

30

I also except to that portion of the charge where the
40 rule of damages was laid down governing the case,

and pray the exceptions may be allowed and sealed,
and it is sealed accordingly.

{ L. S. }

10

Defendants' Counsel requests the Court to charge 20
the jury :

I. That in the absence of any proof of a special agreement to the contrary the services of the wife belonged to the husband.

II. That in this case the evidence offered by the plaintiff does not show a contract between Nathan B. Luse and his wife, Mary H. Luse, that she was to have the furniture in the house as her own property.

III. That Mrs. Luse in her evidence shows, and there 30
is in evidence a bill of sale from Mr. and Mrs. Luse to Mr. Thatcher, and also to Arnold Brothers, that shows the title of the property to be absolutely out of the plaintiff, and that the plaintiff therefore cannot recover.

IV. That if she can recover at all she can only recover mere nominal damages for the injury to the possession, and not for the value of the goods, as Mr. Thatcher has his action to recover for the actual value of the goods.

40

V. If the jury believe the evidence of Mr. Wm. Y. Sayre that Mrs. Luse told him she got \$1,500 of her husband to purchase those goods in question, she cannot recover in this action.

[Defendants' Counsel excepts to the refusal of the Court to charge otherwise than he has charged and to the refusal to charge each of the foregoing requests, and pray his exception may be allowed and sealed,
10 and it is allowed and sealed accordingly.]

{ L. S. }

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New Jersey Court of Errors and Appeals.

SAMUEL JONES *et al.*

vs.

MARY H. LUSE.

In error to the Supreme
Court.

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And the said plaintiffs in error, by George T. Werts, their attorney, come and to the Court here say that in the record and proceedings aforesaid and also in the matters recited and contained in the said bills of exceptions and also in giving the verdict and judgment aforesaid there is manifest error in this, to wit:

1st. For that the said Justice before whom, &c., and 20
at and upon the said trial of the said issue so joined between the parties aforesaid did suffer and permit the said defendant in error, Mary H. Luse, to prove and give in evidence the evidence so offered by her as in the first one of the said bills of exception is mentioned, viz: evidence as to whose project the removal of said Mary H. Luse and her husband and family into the "Park House" was and the object and purpose of said removal, because the said evidence was irrelevant to the issue joined between the said parties. 30

2d. For that the said Justice at and upon the said trial did admit and receive the evidence so offered on behalf of said Mary H. Luse as in the second bill of exception is mentioned, and did allow and permit the said paper therein mentioned to be shown and used and examined by said witness, Mary H. Luse, whereas said evidence was irrelevant and incompetent, and said paper should not under the law have been shown to or examined by said witness. 40

3d. For that the said Justice at and upon the afore-said trial did allow and permit the said question and evidence in the third bill of exception mentioned and referred to to be put and answered in the form therein appearing, whereas the same was illegal and should have been overruled.

4th. For that the said Justice on the said trial of said case did admit and receive the evidence offered in 10 behalf of said Mary H. Luse as is mentioned and stated in the fourth bill of exception that said maple bedstead cost seven dollars, and did receive evidence of the cost of other and different articles in the plaintiff's declaration mentioned, in order to determine or ascertain the measure of damages in said case; whereas all evidence as to the cost of said maple bedstead or any of said articles was incompetent and illegal, and furnished no fair or legal criterion or basis by which to estimate or determine the measure of damages or the value of said 20 articles at the time of the taking thereof.

5th. For that the said Justice before whom, &c., at and upon the said trial suffered and permitted the said defendant in error to give in evidence the testimony in and by the fifth bill of exception objected to whereas the same was incompetent and irrelevant and should have been excluded.

6th. For that the said Justice at the said trial when, 30 &c., suffered the said Mary H. Luse to give in evidence the evidence so offered by her as in said sixth bill of exception is mentioned, that her boarders were inconvenienced by said levy, because said evidence was irrelevant and a mere matter of opinion, and not pertinent to the issue.

7th. For that the said Justice before whom, &c., on the said trial of the said cause permitted the said Mary H. Luse to give in evidence the evidence so offered as 40 in and by said seventh bill of exception is mentioned

and appears, whereas the said evidence was hearsay and not competent.

8th. For that the said Justice before whom the said trial was had, &c., did suffer and permit the said defendant in error to prove the evidence in said eighth exception mentioned and objected to that said plaintiff did not get boarders to fill up her house after that ; whereas said evidence was irrelevant to the issue and should have been overruled. 10

9th. For that said Justice on said trial of said cause permitted the said Mary H. Luse to prove and give in evidence the evidence so offered by her as in said ninth bill of exception is mentioned, as to the arrangement between herself and husband concerning the proceeds of the business carried on in said " Park House," because the said evidence was irrelevant and improper, being against creditors, and because the wife being 20 with the husband is presumed to be performing her duties as a wife in the house, and because the husband is entitled to the labor and services of the wife, and because to show a private bargain or understanding between them is irrelevant and incompetent.

10th. For that the said Justice on the said trial permitted the said Mary H. Luse to prove the evidence by her so offered, as in said tenth exception is mentioned; whereas the same was incompetent and irrelevant for 30 and upon all the grounds stated in said ninth exception.

11th. For that the said Justice on the said trial refused to overrule the said evidence of the said Mary H. Luse so offered and proved as in said eleventh exception mentioned; whereas the same should have been overruled, because the said evidence was merely hearsay, no examination of the witness, and foreign to the case. 40

12th. For that the said Justice before whom, &c., and at and upon the said trial suffered and permitted the counsel of the said defendant in error to ask and the witness to answer the question in the said twelfth exception mentiond; whereas the same should have been disallowed and overruled, because the same was not a proper re-examination.

13th. For that the said Justice on the said trial at, 10 &c., suffered and permitted the said plaintiff, Mary H. Luse, to prove and give in evidence the evidence so offered by her as in the thirteenth one of said exceptions is mentioned, whether she was able to pay her furniture and butcher bills at the same time, whereas the said evidence was incompetent and should have been overruled.

14th. For that the said Justice on the said trial at, 20 &c., overruled and refused to permit to be proven the evidence so offered to be proven as in the said thirteenth exception is mentioned, whereas the said evidence was competent and should have been allowed.

15th. For that the said Justice on the said trial at, &c., and when the said plaintiff had rested her case, refused on motion in that behalf by the attorney of the defendant to non-suit the said plaintiff, whereas he should have so non-suited, because the said plaintiff 30 had shown no title in herself to said goods and no right to maintain said action.

16th. For that the said Justice on the said trial at, &c., suffered and permitted the said Mary H. Luse to prove and put in evidence certain receipts on her behalf offered as in and by the sixteenth of said bills of exception is shown, whereas the same should have been excluded as immaterial and irrelevant and 40 no part of the *res gestae*.

17th. For that the said Justice at and upon the said trial did admit the evidence so offered by said Mary H. Luse as in the seventeenth bill of exception is stated, that said Mary H. Luse drew certain moneys belonging to her daughter from the Savings Bank and the amount thereof, whereas said evidence was merely hearsay, and to prove the same the books of said bank should have been produced, and said testimony was not proper or rebutting.

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18th. For that on the said trial the said Justice did admit the evidence offered on behalf of said Mary H. Luse that she did not think on her principal examination of the said evidence mentioned and referred to in said seventeenth bill of exception, whereas said evidence should have been rejected because out of season and not rebutting.

19th. For that the said Justice on the said trial permitted to be given in evidence the testimony of James C. Youngblood respecting his talk and conversation with Wm. Y. Sayre as in the nineteenth bill of exception stated, whereas the same was irrelevant, immaterial and not within the issue.

20th. For that the said Justice permitted the said plaintiff on said trial to give in evidence the evidence of Stephen W. Luse, as stated in the twentieth bill of exception, that he had none of the proceeds of the business of said boarding house, whereas said evidence was irrelevant and not rebutting.

21st. For that the said Justice at, &c., allowed the evidence of said Stephen W. Luse, as in the twenty-first bill of exception stated, that he bought some goods at the sheriff's sale, and as to whose money he bought them with, whereas said evidence was not rebutting and not material or relevant to the issue in said case.

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22d. For that the said Justice at and upon the said trial allowed the plaintiff, as stated in the twenty-second bill of exception, that the plaintiff had no interest in the money so expended by said Stephen in the purchase of said goods, whereas the said evidence was not competent nor rebutting.

23d. For that the said Justice allowed the evidence so offered in the plaintiff's behalf, as in the twenty-
10 third bill of exception is stated, as to whose said goods are now, whereas said evidence should have been excluded as incompetent and not rebutting.

24th. That the said Justice before whom, &c., at and upon the said trial in his charge to the jury instructed them that, if in fact the arrangement between the said plaintiff and her husband respecting the proceeds and earnings of said boarding house business was made to secure those earnings from the husband's creditors,
20 still the plaintiff might recover, whereas said charge in that respect was erroneous and wrong, for that if the arrangement between the said plaintiff and her husband was made to defeat the creditors of the husband or to save the proceeds or earnings of said business from the husband's creditors, the said arrangement was a fraud and the plaintiff was not entitled to recover.

25th. For that the said Justice in his charge to the jury instructed them that the rule or standard whereby
30 to ascertain and determine the quantum of damages to be recovered by the plaintiff in said case was as laid down and stated in his said charge, whereas the same was erroneous and wrong and was an incorrect and improper mode in which to ascertain measure of damages.

26th. There is error also in this that at and upon the said trial the said Justice refused after request made in that behalf, by the counsel of the defendant, to charge the jury that in the absence of any proof of
40 any special agreement to the contrary, the services of the

wife belong to the husband, because said request was proper, and the said Justice should so have charged the jury.

27th. There is also error in this, to-wit, that said Justice refused after request made to him so to do, to charge the jury that the evidence in said case did not show a contract between said Mary H. Luse and her husband, that she was to have the furniture in said Park House as her own property, whereassaid Justice¹⁰ should so have charged.

28th. There is also error in this, to-wit, that said Justice at and upon said trial declined and refused after request made to him so to do by the counsel of the defendant, to charge the jury that the chattel mortgages to Arnold Brothers and Mr Thatcher showed the title to said property out of the plaintiff, and that she therefore could not recover, whereas the force and effect of said mortgages was completely to²⁰ divest said plaintiff of all title to said goods and prevent a recovery by her, and said Justice should have so charged.

29th. For that the said Justice on the said trial refused to charge the jury as in the fourth request of defendant's counsel was requested, that if the plaintiff could recover at all she could recover mere nominal damages for injury to the possession and not for the³⁰ value of the goods, as Mr. Thatcher has his action for the value of the goods, whereas the said request was proper and according to law, and the said Justice should have so charged.

30th. For that the said Justice at the said trial refused to charge the jury as was requested in and by the fifth request of the defendants' counsel, whereas he should so have charged.

31. There is also error in this that by the record and proceedings aforesaid it appears that the verdict given on the said trial between the parties aforesaid, was given for the said Mary H. Luse, and against the said defendants, whereas by the law of the land had the evidence so as aforesaid objected to by the said defendants been rejected and the evidence by them offered received and not rejected the verdict on the said issue should and ought to have been given for the
10 said defendants and against the said Mary H. Luse.

32. And there is error also in this that by the record and proceedings aforesaid, it appears that the judgment aforesaid, in favor aforesaid, was given for the said Mary H. Luse and against the said defendants, whereas by the law of the land, judgment should and ought to have been given for the said defendants and against the said Mary H. Luse, and thereupon the said defendants pray that the judgment aforesaid for the errors afore-
20 said and others in the record and proceedings aforesaid may be reversed, annulled and for nothing holden, and that they may be restored to all things they have lost on occasion of the same.

GEORGE T. WERTS,
Att'y of Plff's in Error.

NEW JERSEY SUPREME COURT.

SAMUEL JONES, *et al.* }*ads.* }

MARY H. LUSE. }

In Trespass.

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It is agreed between the attorneys of the respective parties, that the whole of the testimony taken in the cause as written down by the stenographer shall be printed to be used in the argument of the cause in the Court of Errors and Appeals, and that in case of a reversal in that Court only one-fourth of the costs of printing the said case shall be charged against the said Mary H. Luse, in case the Court order costs of printing against her at all. And it is further agreed that on the argument of the cause the bill of exceptions shall not be read in course previous to argument, unless by direction of the Court, but each counsel shall be at liberty during his argument to refer to and read such portions of the same, as he shall consider bears upon the exceptions. Counsel deeming this under the circumstances the proper and safe mode of presenting the case and requesting the Judge to sign the bills in this form for that reason.

Dated June 18th, 1877.

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GEO. T WERTS, *for Defendants.*H. C. PITNEY, *for Plaintiff.*



