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WM. S. SHARP, Printer, 86 and 88 Warren Street, Trenton, N. J.

IN CHANCERY OF NEW JERSEY.

Between

ELISHA RUCKMAN,
Complainant,

and

WILLIAM DECKER et al.,
Defendants.

On Bill, &c.

Bill of Complaint.

[Filed March 27, 1869.]

To His Honor Abraham O. Zabriskie, Chancellor of the State
of New Jersey :

Humbly complaining, showeth unto your Honor, your orator, Elisha Ruckman, of the township of Harrington, in the county of Bergen, and State of New Jersey, that prior to the twenty-third day of September, in the year of our Lord one thousand eight hundred and fifty-three, your orator was doing business in the city of New York, and was engaged in transporting oysters from the State of Virginia, and selling the same in the city of New York; that your orator had an arrangement with one Bassil W. Wilson, who lived in Virginia, to gather and ship oysters to your orator at New York; that the said arrangement was made about the first day of

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September, in the year of our Lord, one thousand eight hundred and fifty-one, and was as follows, that is to say: that the said Bassil W. Wilson was to go to the State of Virginia, in the county of Nansemond, and buy oysters, and plant them in the Nansemond river; that he was to rent for this purpose land under water, in front of a farm there owned by Henry Phillips, situate on said Nansemond river; and when the said oysters should be fit for market, to gather and ship them to the city of New York, whenever the market should be suitable, to your orator who was to sell them; that your orator was to furnish the capital required to rent the land and buy the seed oysters, and the said Bassil W. Wilson was to plant them, and when the said oysters should be sold, your orator was to receive all the proceeds of the said sales, and reimburse himself out of the proceeds of such sales, for the money advanced by him to the said Bassil W. Wilson, and give to the said Bassil W. Wilson one-half of all the profits that should be realized on the said oysters; that your orator and said Bassil W. Wilson, rented a tract of land lying on the west side of Nansemond river, in the county of Nansemond, and State of Virginia, containing about one hundred and sixty-seven acres, a more particular description of which your orator is unable to procure, for the purpose of planting and gathering oysters on said land; that the said Bassil W. Wilson, about the time aforesaid, proposed to your orator to buy the said tract of land; that your orator agreed with the said Bassil W. Wilson, and authorized him to purchase the said tract of land for your orator, and furnished him with the sum of two thousand five hundred dollars for the purpose of purchasing the said property.

And your orator further shows, that when your orator advanced to the said Bassil W. Wilson the said sum of two thousand five hundred dollars, for the purpose of paying for the said land, it was agreed by and between the said Bassil W. Wilson and your orator, that the said Bassil W. Wilson should re-pay to your orator the one-half of the said sum of money; that is to say, the sum of one thousand two hundred and fifty dollars, and should give to your orator a deed for the one-half of the said tract of land, so that your orator and the said Bassil W. Wilson should own the said land together

as tenants in common, each being the owner in fee of the undivided one-half part thereof.

And your orator further shows, that the said Bassil W. Wilson did purchase the said tract of land, and took a deed for the same to himself in his own name; that he purchased the same of one Henry Phillips and paid him for the same, the sum of two thousand four hundred dollars, the whole of which purchase money was furnished by your orator as aforesaid, the said Bassil W. Wilson furnishing no part of said purchase money.

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And your orator further shows, that after the said Bassil W. Wilson had made said purchase with your orator's said money, to wit, on or about the twenty-third day of September, in the year of our Lord one thousand eight hundred and fifty-six, he executed and delivered to your orator a paper writing under his hand, in which he certified that your orator was entitled to a deed for one-half of the said land for which he, the said Bassil W. Wilson, held a deed from Henry Phillips, in Nansemond county, Virginia, your orator having paid one-half of the purchase money at the time it was bought, and the deed being taken in his, the said Bassil W. Wilson's name, the property to be clear of all encumbrances, and the deed to be signed by the said Bassil W. Wilson, and the said wife of the said Wilson, at any time your orator should call for the same, and that the said land was bought in the year eighteen hundred and fifty-three, for the sum of twenty-five hundred dollars, which said paper writing, bearing date the twenty-third day of September, eighteen hundred and fifty-six, signed by the said Bassil W. Wilson, is now in the possession of your orator, ready to be produced and proved as this honorable court shall direct, as by the same, reference being thereto had, will more fully appear.

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And your orator further shows, that from the first day of September, in the year of our Lord one thousand eight hundred and fifty-one, to the year of our Lord one thousand eight hundred and fifty-seven, your orator and said Bassil W. Wilson, bought and planted upon the lands under water, in front of said farm, large quantities of oysters, more or less of which were from time to time shipped by said Bassil W. Wilson to your orator in New York, and by your orator sold.

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And your orator further shows, that from the said first day of September, eighteen hundred and fifty-one, to the tenth day of September, eighteen hundred and fifty-two, your orator advanced to the said Bassil W. Wilson, and paid out otherwise for the rent of the said farm, and the expenses of buying and planting said oysters, and shipping the same to New York, large sums of money, how much your orator is now unable to ascertain. That on or about the said tenth day of September, in the year last aforesaid, your orator and
10 the said Bassil W. Wilson made a statement of accounts and had a settlement of their said partnership up to that date: upon which settlement the said Bassil W. Wilson was found to be indebted to your orator in the sum of four hundred and sixty-three dollars and ninety-seven cents; that from the said last mentioned date to the twenty-sixth day of August, in the year of our Lord eighteen hundred and fifty-four, your orator advanced to the said Bassil W. Wilson the sum of about twenty-three thousand one hundred and forty-eight dollars, and otherwise paid out for the purpose of the said partner-
20 ship transactions, the sum of about ten thousand one hundred and thirty-two dollars and thirty-four cents; that on the said twenty-sixth day of August, in the year of our Lord eighteen hundred and fifty-four, your orator and the said Bassil W. Wilson made a statement of accounts and had a settlement of their partnership transactions, upon which settlement there was found to be due to your orator from the said Bassil W. Wilson the sum of one thousand eight hundred and eighty-four dollars and fifty-five cents; that in the last settlement of the accounts the said Bassil W. Wilson was charged with the
30 sum of two thousand, five hundred dollars advanced to him to purchase the said farm, and was credited with the sum of twelve hundred dollars for one-half of said farm, being treated in the said settlement by both your orator and the said Bassil W. Wilson as a partnership asset.

And your orator further shows, that from the date of the said last mentioned settlement between your orator and the said Bassil W. Wilson to the present time, there has been no settlement between them of their partnership transactions.

And your orator further shows, that the said Bassil W. Wil-
40 son continued to ship oysters from the said farm, to your orator

until about the spring of the year of our Lord eighteen hundred and fifty-seven, when he ceased shipping oysters to your orator; that from the time of the said last mentioned settlement to the time he ceased shipping oysters to your orator, the said Bassil W. Wilson shipped to your orator oysters from the said farm in Virginia, which your orator sold for the sum of twelve thousand eight hundred and thirty-eight dollars and thirteen cents, one thousand two hundred and twenty-nine dollars and two cents of which has not been collected and is worthless, leaving the sum of eleven thousand six hundred and nine dollars and eleven cents received by your orator during that time; that during the time last aforesaid, that is to say from the twenty-sixth day of August, in the year of our Lord eighteen hundred and fifty-four, to the seventh day of July, in the year of our Lord eighteen hundred and fifty-seven, your orator advanced and paid directly to the said Bassil W. Wilson large sums of money, amounting in the aggregate to the sum of ten thousand nine hundred and ninety-six dollars and sixty-one cents, and otherwise paid for the purposes of the partnership other large sums, amounting in the aggregate to the additional sum of three thousand three hundred and forty-eight dollars and twenty-three cents, and that upon a fair settlement of the said partnership accounts and a proper accounting by the said Bassil W. Wilson, he, the said Bassil W. Wilson, will be indebted to your orator in a sum much larger than the amount paid for the said farm.

And your orator further shows, that in the year eighteen hundred and fifty-seven, when the said Bassil W. Wilson ceased shipping oysters from the said farm to your orator, there was planted on the lands under water in front of the said farm belonging to your orator and the said Bassil W. Wilson, large quantities of oysters which had been purchased and planted there by your orator and the said Bassil W. Wilson, with the moneys of your orator, worth upon the ground, as they then lay, a very large amount of money, viz.: an amount exceeding the sum of forty thousand dollars, and which were rapidly increasing in size and value.

And your orator further shows, that he has been informed, and believes, that on or about the day of , in the year of our Lord one thousand eight hundred and

, the said Bassil W. Wilson, without the knowledge and consent of your orator, entered into a secret arrangement with William Decker and Benjamin Decker, oyster dealers in the city of New York, to ship to them your orator's oysters so planted on said farm, for the mutual benefit of the said William and Benjamin Decker, and to buy and plant oysters on said farm with money to be furnished by said Deckers; that in accordance with said secret agreement, the said Bassil W. Wilson shipped large quantities of your orator's said oysters
10 from said farm to said Deckers, in New York, and bought and planted, with money furnished by them, other large quantities of young oysters and planted them upon the said farm, mixing them with the oysters of your orator, which newly planted oysters, together with the said oysters of your orator, were taken up and shipped to the said William and Benjamin Decker, by the said Bassil W. Wilson, who sold the same and received the money therefor, as hereinafter stated.

And your orator further shows unto your Honor, that before the said time when the said Bassil W. Wilson ceased shipping
20 oysters from the said farm in Virginia to your orator, and since that time, namely, from the year eighteen hundred and fifty-six, up to the year eighteen hundred and sixty-six, the said Bassil W. Wilson did, without the knowledge or consent of your orator, ship large quantities of oysters which had been bought and planted on the said lands of your orator and said Bassil W. Wilson, with your orator's money, to William Decker and Benjamin Decker, who, during the said time, were doing business in the city of New York. And your orator shows that during the said last-mentioned time, the
30 said Bassil W. Wilson clandestinely shipped to the said William Decker and Benjamin Decker, at New York, without the knowledge or consent of your orator, a very large quantity of oysters from the said farm, which had been bought and planted upon the said farm with the money of your orator, which were received by the said William and Benjamin Decker, and by them sold for a large amount of money, to wit, the sum of about one hundred and forty-six thousand dollars, for which said moneys neither the said Bassil W. Wilson, nor the said William Decker and Benjamin Decker, nor

any person or persons for them, have rendered any account whatever to your orator.

And your orator further shows, that he is informed, and believes, that of the said oysters so shipped as aforesaid, by the said Bassil W. Wilson to the said William Decker and Benjamin Decker, from the said farm in Virginia, there were shipped during the winter and spring of the years eighteen hundred and fifty-six and fifty-seven, a large amount of the said oysters, to wit, five vessel loads of said oysters, amounting in the aggregate, to a large number of bushels of said oysters, to 10 wit, to the number of at least twenty-two thousand five hundred bushels of said oysters; and that said oysters so shipped to the said Benjamin and William Decker by said Wilson, during said last-mentioned time, were sold by said William and Benjamin Decker in the city of New York, and for which they received a large amount of money, to wit, of the sum of about fifteen thousand dollars.

And your orator further shows, that he is informed, and believes, that of the said oysters so shipped to the said William and Benjamin Decker, by the said Bassil W. Wilson, from the 20 said farm in Virginia, there were shipped during the winter and spring of the years eighteen hundred and fifty-seven and fifty-eight, a large quantity of the said oysters, to wit, nine sloop loads, containing in the aggregate, a large number of bushels, to wit, the number of thirty thousand five hundred bushels of said oysters, which were sold in New York by said William and Benjamin Decker, and for which they received a very large amount of money, to wit, the sum of at least twenty-seven thousand dollars.

And your orator further shows unto your Honor, that he has 30 been informed, and believes, that during the time from the spring of the year eighteen hundred and fifty-eight, until the spring of the year eighteen hundred and sixty-one, there were shipped from the said farm to the said William Decker and Benjamin Decker, at New York, by the said Bassil W. Wilson, a large quantity of said oysters, to wit, seventeen sloop loads of said oysters, containing a large number of bushels, to wit, at the least fifty-nine thousand five hundred bushels, which were sold in the city of New York, by the said William

and Benjamin Decker, for a very large sum of money, to wit, the sum of about fifty-one thousand dollars.

And your orator further shows, that he has been informed, and believes, that during the year eighteen hundred and sixty-one, there were shipped of the said oysters, by the said Bassil W. Wilson, to the said Benjamin Decker and William Decker, in New York, a very large amount of said oysters, to wit, five cargoes of said oysters, containing a large number of bushels, to wit, the number of about fifteen thousand bushels
10 of said oysters, which were sold in New York by said William and Benjamin Decker, for a very large amount of money, to wit, the sum of about fifteen thousand dollars.

And your orator further shows, that he is informed, and believes, that after the termination of the rebellion, to wit, in the year eighteen hundred and sixty-five, there were shipped of the said oysters from the said farm in Virginia, by the said Bassil W. Wilson, to the said Benjamin and William Decker, at New York, a large quantity of said oysters, to wit, fourteen cargoes of said oysters, containing a large number of bushels,
20 to wit, at the least thirty-five thousand bushels, which were sold in New York by the said William and Benjamin Decker, and for which they received a very large sum of money, to wit, the sum of about thirty-five thousand dollars.

And your orator further shows, that he has been informed and believes that during the remainder of the year eighteen hundred and sixty-six, there were shipped of said oysters, from the said farm by the said Wilson to the said Benjamin and William Decker, a very large quantity of said oysters, to wit, two cargoes of said oysters, containing about three thousand
30 bushels of said oysters, which were received and sold in New York by the said William and Benjamin Decker, and for which they received a large amount of money, to wit, the sum of about three thousand dollars.

And your orator further shows unto your Honor, that among the said oysters so shipped from the said farm in Virginia to the said William and Benjamin Decker by the said Bassil W. Wilson, were the said oysters which had been bought and planted on the said farm of your orator in Virginia with the money of your orator, and which were owned in partnership
40 by your orator and the said Bassil W. Wilson, and which,

when planted, were worth the sum of forty thousand dollars, and which, when removed, were worth more than double that sum.

And your orator further shows and expressly charges, that at the time the said Benjamin and William Decker received the said oysters from the said Bassil W. Wilson, they well knew of the existence of the said co-partnership between the said Bassil W. Wilson and your orator, and that a large portion of the oysters so sent them by the said Bassil W. Wilson were the property of your orator, and that when they were 10 furnishing the said Bassil W. Wilson with money to buy and plant oysters on the said farm, they well knew that the said farm belonged to your orator and said Wilson as partners, and that said Wilson was mixing their oysters with the said oysters of your orator for the purpose and intent of appropriating the said oysters of your orator to the use of said Wilson and said Deckers.

And your orator further shows, that during the said time when the said oysters were being so shipped by the said Bassil W. Wilson to the said Benjamin Decker and William 20 Decker at New York, that your orator was ignorant of said shipments, and did not consent thereto, and knew nothing thereof, and received no part of the value thereof whatever, or that neither the said Bassil W. Wilson or the said Benjamin Decker, or the said William Decker or any or either of them, or any person or persons for them or either of them, ever paid anything whatsoever to your orator for the said oysters, but that your orator was and still is without any recompense for his said oysters so taken from the said partnership farm. 30

And your orator insists that the said William and Benjamin Decker ought to come to an account with your orator, and pay to your orator the full value of your orator's interest in the said oysters received by them from the said farm, and for the use of said farm during the time they received oysters therefrom.

And your orator further shows, that at the time when the said oysters were being so shipped as aforesaid, the said Benjamin Decker and the said William Decker well knew that the said farm, in the county of Nansemond, and State of Virginia, 40

belonged to your orator and to the said Bassil W. Wilson in partnership, and that a large number of the said oysters so shipped and received, to wit, the number of more than one-half, were planted by your orator and by the said Bassil W. Wilson in partnership, and that the said oysters so planted had been planted with money furnished by your orator, and they, the said Benjamin Decker and William Decker, also well knew that your orator was ignorant of the said shipments of the said oysters to them.

10 And your orator further shows, that the said Bassil W. Wilson and the said Benjamin Decker and William Decker well knew that of the oysters so shipped that were not old oysters, that said oysters were planted on said farm belonging to the said Bassil W. Wilson and your orator as a partnership farm, and that said farm was purchased with money belonging to your orator, and that all oysters planted upon said farm became and were the property of the said Bassil W. Wilson and your orator.

20 And your orator further shows, that neither the said Bassil W. Wilson nor the said Benjamin Decker nor the said William Decker, or any or either of them, or any person or persons for them, have ever, either at the time said oysters were being so shipped and received as aforesaid or at any time since, paid to your orator anything whatsoever, either for the said oysters or for the said farm, or for the use of the said farm, but have entirely neglected and refused so to do.

30 And your orator further shows, that since the said shipments and receipts of the said oysters came to the knowledge of your orator, he hath frequently and in a friendly manner applied to the said Benjamin Decker and William Decker, or some of them, and requested them to come to an account with your orator, and to pay him for the said oysters, or at least for that part of the said oysters so purchased and planted, with the money and at the expense of your orator, together with a fair compensation and rental for the use of that part of said farm in which said oysters were planted, since the said year eighteen hundred and fifty-seven until the year eighteen hundred and sixty-six.

40 But now, so it is, may it please your Honor, that the said Bassil W. Wilson, and Benjamin Decker, and William Decker,

combining and confederating together, and with divers other persons, at present unknown to your orator, but whose names, when discovered, your orator prays he may be at liberty to insert herein, with apt and proper words to charge them as defendants hereto, and contriving how to wrong, injure, and defraud your orator in the premises, have and still do absolutely refused to comply with such reasonable request of your orator, or to pay him anything whatsoever, either for the said oysters so planted as aforesaid, at your orator's expense, or for the rental or use of the said farm, or anything whatsoever, but they, the said defendants, sometimes give out and pretend in speeches that they do not owe your said orator anything for the said oysters, whereas your orator expressly charges the contrary thereof to be true, and at other times they give out and pretend that your orator had no interest in, and was not, at the time the said oysters were so taken from the said farm, the owner of the said farm, as a partner, as aforesaid. 10

Whereas, your orator expressly charges, that the said farm did belong to your orator, and was purchased with the money of your orator, and was held in partnership by your orator and the said Bassil W. Wilson as a partnership asset. 20

To the end, therefore, that the said Bassil W. Wilson, and Benjamin Becker, and William Decker, and their confederates, when discovered, may, upon their several and respective corporal oaths, to the best and utmost of the several and respective knowledge, remembrance, and belief, full, true, and perfect answer make to all and singular the matters aforesaid, and that as fully as if the same were herein particularly repeated, and they and every of them distinctly interrogated thereto, and more especially that they may set forth and discover whether your orator did not furnish the said Bassil W. Wilson with money to buy and plant oysters on the said farm in Virginia, and what quantity of oysters he bought and planted with your orator's money remained on said farm when the said Bassil W. Wilson ceased shipping oysters to your orator, and what was their value; and whether the said Bassil W. Wilson did not mix the oysters of the said Benjamin and William Decker with the said oysters of your orator, and whether the said oysters of your orator were not shipped to the said Benjamin 30 40

and William Decker, and what quantity was so shipped, and what was the value of your orator's oysters so shipped, and whether the said William and Benjamin Decker did not sell the said oysters, and how much money they received for the same, and that the said defendants may answer the premises, and that an account may be taken of the oysters which were on the said lands in front of said farm in the Nansemond river, in Virginia, at the time the said Bassil W. Wilson ceased shipping oysters to your orator from said farm, and the value
10 of said oysters, and also an account of all the said oysters of your orator, shipped by said Bassil W. Wilson to the said William and Benjamin Decker, and their value; and the amount of money received by the said Benjamin and William Decker for the said oysters, and also an account of the rental value of said farm during the time said Benjamin and William Decker planted oysters on said farm; and that the said William and Benjamin Decker may be decreed to pay to your orator what, upon the taking of the said accounts, shall appear to be due to him for the said oysters and the use of the
20 said lands; and that your orator may have such further or other relief in the premises as the nature of the circumstances of this case may require, and as to your Honor may seem meet and agreeable to equity and good conscience.

May it please your Honor, the premises considered, to grant unto your orator the state's writ of subpœna, to be directed to the said Benjamin Decker, and William Decker, and Bassil W. Wilson, thereby commanding them and each of them, at a certain day, and under a certain penalty therein to be limited, personally to be and appear before your Honor in this
30 honorable court, and then and there full, true, direct and perfect answer make to all and singular the premises, and further to stand to, perform and abide such further order, direction, and decree therein as to your Honor shall seem meet and agreeable to equity and good conscience.

And your orator shall ever pray, &c.

S. B. RANSOM,

Solicitor for and of Counsel with the Complainant.

Answer.

[Filed July 3, 1869.]

The joint and several answer of William Decker and Benjamin Decker, two of the defendants to the bill of complaint of Elisha Ruckman, complainant.

These defendants, saving and reserving to themselves all and all manner of advantage of exception to the many errors, untruths, uncertainties and other imperfections in the said bill of complaint contained, for answer thereunto, or unto so much thereof as the defendants are advised is material for them to 10 make answer unto, they answer and say, that these defendants believe that the complainant prior to the twenty-third day of September, eighteen hundred and fifty-three, was doing business in the city of New York, in the oyster business, but whether he was engaged in transporting oysters from the State of Virginia these defendants do not know, nor have these defendants any knowledge of any kind as to an arrangement between one Bassil W. Wilson and the complainant as to gathering and shipping oysters from Virginia to the complainant, except from complainant's bill, and save only as hereinafter stated; that 20 these defendants had no knowledge whatever of any arrangement as set out in complainant's bill, or of any other arrangement between complainant and said Bassil W. Wilson; that these defendants had no knowledge of any arrangement between the said complainant and said Wilson; that the said Wilson was to go to the State of Virginia, in the county of Nansemond, and buy oysters and plant them in the Nansemond river, nor that the said Wilson was to rent for that purpose land under water in front of a farm then owned by Henry Phillips, situate on said Nansemond river, and that when the said oysters should 30 be fit for market, to gather and ship them to the city of New York whenever the market should be suitable to the complainant to sell them; nor that the complainant was to furnish the capital required to rent the land and buy the said oysters; nor that the said Wilson was to plant them; nor

that the complainant was to receive the proceeds of the sales of said oysters and reimburse himself for the money advanced to said Wilson, and after that pay to said Wilson one-half of the profits realized on the said oysters ; nor that the complainant and said Wilson rented a tract of land lying on the west side of the Nansemond river, containing about one hundred and seventy-seven acres of land, for the purpose of planting and gathering oysters thereon ; nor that the said Wilson, at the time stated in complainant's bill, proposed to the complainant to buy the said tract of land, and that the said complainant agreed with the said Wilson, and authorized him, the said Wilson, to purchase said tract of land for the complainant, and furnished him with the money therefor as stated in complainant's bill ; nor any of the other circumstances connected with said purchase, if any was made, as stated in said bill, as to how much money was paid, by whom paid, or as to re-payment, to whom the deed was made or was to be made, or how to be held ; nor if such purchase was made of said land or of whom ; nor who furnished the money therefor ; nor of the execution and delivery of the paper of the date of the twenty-third day of September, eighteen hundred and fifty-six, of the purport stated in complainant's bill ; nor that the said land was bought at the time and the price stated in said bill.

And these defendants in further answer say, that it may be true for anything these defendants know to the contrary, that during the period stated in complainant's bill the complainant and said Wilson bought and planted and shipped oysters to complainant as stated in said bill and to the amounts named, and that statements were made at the times and in the manner therein stated, and that the advances were made to said Wilson, stated by complainant in said bill, and that said farm in said statement was treated as partnership property, and that there has been no settlement since the date of the settlement last mentioned in said bill to the filing of said bill between the complainant and the said Wilson, and that said Wilson shipped oysters during the period stated to said complainant from said farm, which complainant sold in manner stated in said bill ; that said complainant advanced the sums stated in said bill to said Wilson, and that upon an accounting the said Wilson is indebted to complainant in a sum much

larger than the amount paid for said farm, but these defendants are utter strangers to all and every such matters, and cannot form any belief concerning the same, and have not in respect to any of the matters and things in complainant's bill stated as occurring between the complainant and said Wilson, save by the complainant's said bill, except as to the particular matter to be hereinafter stated.

And these defendants, in further answering, say they have no knowledge as to the said Wilson ceasing to ship oysters to complainant, from said farm, in the year eighteen hundred and fifty-seven, nor that there was planted at that time, oysters on said lands in front of said farm belonging to the complainant and said Wilson, planted by them with moneys furnished by the complainant, and worth over forty thousand dollars, and rapidly increasing in value and size; but these defendants, upon information and belief, aver that there were but a very few oysters upon the ground at the time stated, and that the complainant received a portion of the proceeds thereof, in manner hereinafter stated.

And these defendants, in further answering, severally deny that at any time, either with or without the knowledge or consent of the complainant, that they entered into a secret, or any other kind of arrangement, with said Wilson, to ship to them the complainant's oysters so planted on said farm, as alleged in said bill, for the mutual benefit of these defendants, and to buy and plant oysters on said farm with money to be furnished by these defendants; and further deny that in accordance with said alleged secret agreement, the said Wilson shipped large quantities of oysters belonging to the complainant, from said farm to these defendants in New York, and deny that the said Wilson bought and planted, with money furnished by these defendants, other large quantities of young oysters and planted them upon the farm, mixing them with the complainant's oysters, and that said newly planted oysters, together with the complainant's oysters, were taken up and shipped to these defendants by said Wilson, but that the defendants' dealings with said Wilson were as hereinafter stated.

And these defendants, in further answering, severally deny that between the years eighteen hundred and fifty-six up to the year eighteen hundred and sixty six, the said Wilson did,

with or without the knowledge or consent of the complainant, ship large quantities of oysters which had been bought and planted on the lands of the complainant and said Wilson with complainant's money, to these defendants; and deny that during said last mentioned time, the said Wilson clandestinely shipped to these defendants a very large quantity of oysters from the farm, which had been bought and planted upon the said farm with the money of the complainant, which were received by these defendants and sold for a large amount of money, to
10 wit, the sum of about one hundred and forty-six thousand dollars.

And these defendants, in further answering, deny that of the oysters so alleged to be shipped to them by said Wilson from said farm, that during the winter and spring of the years eighteen hundred and fifty-six and fifty-seven, there were shipped to them by said Wilson, five vessel loads, amounting in the aggregate to at least twenty-two thousand five hundred bushels, and that these defendants received therefor about fifteen thousand dollars; but these defendants do admit that they
20 did receive four loads of oysters from said Wilson, in manner hereinafter fully stated.

And these defendants, in further answering, severally deny that they received nine sloop loads of said oysters during the winter and spring of the years eighteen hundred and fifty-seven and fifty-eight, containing thirty thousand five hundred bushels, and for which they received the sum of twenty-seven thousand dollars, as alleged by said bill.

And these defendants, in further answering, deny that from the spring of the year eighteen hundred and fifty-eight to the
30 spring of the year eighteen hundred and sixty-one, there were shipped from the said farm to them at New York, by the said Wilson, seventeen sloop loads of said oysters, containing at the least fifty-nine thousand five hundred bushels, which were sold in the city of New York by them for the sum of about fifty-one thousand dollars.

And these defendants, in further answering, deny that during the year eighteen hundred and sixty-one, there were shipped of said oysters, by the said Wilson, to them at New York, five cargoes of said oysters, containing fifteen thousand bush-

els of said oysters, which were sold in New York by these defendants for fifteen thousand dollars.

And these defendants, in further answering, deny that in the year eighteen hundred and sixty-five, there were shipped of said oysters from the said farm in Virginia, by the said Wilson, to them in New York, fourteen cargoes of said oysters, containing thirty-five thousand bushels, which were sold by these defendants for the sum of thirty-five thousand dollars, which was received by them.

And these defendants, in further answering, deny that during 10 the remainder of the year eighteen hundred and sixty-six, there were shipped of said oysters from the said farm by the said Wilson to them, two cargoes of said oysters, containing about three thousand bushels of said oysters, which were received and sold by them, and for which they received the sum of about three thousand dollars.

And these defendants, in further answering, deny that among the oysters so shipped from the said farm in Virginia to them, by the said Wilson, were the said oysters which had been bought and planted on the said farm, by the complainant, in 20 Virginia, with the money of the complainant, and which were owned in partnership by the complainant and the said Wilson, and which when planted were worth the sum of forty thousand dollars and which when removed were worth more than double that sum.

And these defendants, in further answering, deny that in all the oysters they received from said Wilson, they ever had any knowledge that the said complainant had any property or interest in them; they deny that they had any knowledge of the existence of any co-partnership between the complain- 30 ant and said Wilson, when they were receiving oysters from said Wilson, and they deny that a large portion of the oysters sent them by the said Wilson were the property of the complainant. And they deny that when they were furnishing the said Wilson with money to buy and plant oysters on said farm, that they well knew that the said farm belonged to the complainant and said Wilson, as partners, and that the said Wilson was mixing these oysters with the oysters of the complainant for the purpose and intent of appropriating the said

oysters of the complainant to the use of said Wilson and these defendants.

And these defendants, in further answering, charge that the said complainant, during the said time when oysters were being shipped by the said Wilson to them at New York, that the complainant was not ignorant of said shipments and did know thereof or some of them, and never pretended to these defendants, with whom the complainant was well acquainted and often met, that the shipments of the oysters were from his
10 farm, if any he had, and these defendants charge that the complainant did receive a portion of the proceeds of four cargoes, by the order of said Wilson to these defendants, as will be more fully stated hereafter.

And these defendants, in further answering, deny they ever occupied the farm in which the said complainant claims to have an interest, or that they ever had or suspected that they had any business or interest with said complainant in respect thereto, and that they were entirely ignorant of any and all arrangements between the said complainant and said Wilson,
20 as set out in said bill, whether herein particularly and specially denied or not, and that these defendants have no reason to account with said complainant in respect to said oysters or any rental of said farm, if the complainant should have an interest therein, which these defendants neither admit or deny, for want of knowledge or information, except that the said Wilson had stated and these defendants fully believed that the said Wilson was the sole owner thereof.

And these defendants, in further answering, severally say that they are partners in the oyster business in the city of
30 New York, and have been so engaged for upwards of twenty years last past, and neither of them have ever been in the State of Virginia. That in the month of April or May, eighteen hundred and fifty-six, the said defendant, Bassil W. Wilson, stated to these defendants that he had been in the oyster business with the complainant; that he lived in Virginia, on the Nansmond river, and owned a farm there, and looked after the business there, and that the complainant sold the oysters in New York; that he could get no settlement with the complainant, and that he was very much dissatisfied with
40 the complainant, and had made up his mind not to do any

more business with him, and that the partnership with the complainant was ended; that negotiations were shortly entered into between said Wilson and these defendants, which resulted in an arrangement by which these defendants were to advance money to the said Wilson, to buy oysters to be used in the trade or to plant, as the case might be, in Virginia, in said Nansemond river, the said Wilson to look after the business in Virginia, and ship the oysters to these defendants, who were to sell the same and divide the profits between them, said Wilson to receive one-half; that in pursuance of said arrangement these defendants made the first advance to said Wilson on the thirty-first day of May, eighteen hundred and fifty-six, of two hundred and fifty dollars; the second advance was made on June twenty-fifth, of same year, four hundred dollars; June twenty-sixth, same year, four hundred dollars, and so on from time to time, interrupted only by the war, until sometime in the spring of sixty-seven, when these defendants had advanced to said Wilson the sum of fifty thousand and twenty-one dollars and thirty-seven cents, and with expenses paid made the sum of sixty-six thousand four hundred and sixty-one dollars and thirty-four cents, exclusive of some eighteen hundred dollars, about, paid by these defendants to said Wilson, on account of the four cargoes of oysters shipped in eighteen hundred and fifty-eight, and of which a fuller statement will be made hereafter; that with this large amount of money so paid and advanced by these defendants to said Wilson, the said Wilson, as these defendants are informed and believe to be true, bought oysters, some of which were planted and many of which were sent to these defendants without being planted at all, and of those planted, they were for the most part planted, as these defendants are informed and believe to be true, at a place on the Nansemond river called Fury Point, three miles, about, further up said river than said farm, and that none of them were planted or mixed with the oysters of the complainant, unless it may have been after the ground had been worked over, as is usual in the trade, but even this, if it should happen to be the case, was without the knowledge or procurement of these defendants, and after the oysters of the complainant had been taken up as closely as usual and customary in the business.

And these defendants are informed, and believe it to be true, that but a small portion of those purchased by said Wilson with the moneys advanced by these defendants were planted by said Wilson on said farm, and never to the injury of said complainant, if he should have interest or ownership in said farm, and that from the year eighteen hundred and fifty-six to the year eighteen hundred and sixty-seven, when the business ceased with said Wilson, did these defendants ever hear of any complaint or charge in respect thereto, or demand for
10 any rental, or for any oysters of said complainant, except as hereafter stated.

And these defendants in further answering say, that on the twenty-second day of January, eighteen hundred and fifty-eight, the said Wilson caused to be delivered on board the sloop Florida a load of oysters, which were understood to belong to the said Wilson and complainant; and another load, on the same vessel, on the eleventh day of February, of the same year; another load on the schooner Two Brothers, on the twenty-second day of February, of the same year; and an-
20 other load on same schooner, on the thirtieth of March following, which four loads were sold by these defendants and realized the gross sum of three thousand seven hundred and fifty-nine dollars, after deducting expenses of charges, and other things, not the sum of twenty-one hundred and thirty-eight dollars and seventy cents, as stated by the complainant in his own handwriting, on the back of the bill of February eleventh, before stated; which bill, with the three others, are ready to be produced by these defendants if it be necessary so to do; that these defendants accounted to said Wilson and
30 said complainant for the same, as being their joint property by reason of orders received from said Wilson, and that in pursuance of said order from said Wilson, these defendants paid said complainant on the twenty-eighth day of September, of the same year, two hundred dollars; on the twelfth day of the May previous, the sum of one hundred dollars; and on the twenty-ninth day of April, eighteen hundred and fifty-nine, paid on note of these defendants, at ninety days, the said complainant the sum of three hundred dollars, and which said note was paid.

40 And these defendants in further answering say that at this set-

tlement for said cargoes, the said complainant said nothing to these defendants that said Wilson or these defendants were occupying his said farm, or that the oysters they had been receiving for almost two years were taken from his farm, or that he had any interest, nor ever afterwards, till the filing of said bill; but the defendant, William Decker, for himself, saith, that either when the first or second load of oysters was received, in January or February, eighteen hundred and fifty-eight, before mentioned, he spoke to said complainant about receiving the cargo from Wilson, and asking him if it was 10 right, and that said complainant replied it was, and to do the best he could with them; that this was after the complainant had gone out of the oyster business, and as defendant understood, was the last of the oysters belonging to said Wilson and complainant.

And these defendants in further answering, say that the complainant, so far from thinking that he had any oysters left with said Wilson, after the war, as these defendants are informed and believe to be true, went to Virginia to see said Wilson, and endeavored to get him to let him, the complain- 20 ant, run off the oysters of these defendants in the confusion that followed the war, and that he represented to said Wilson he could make a good thing out of it.

And these defendants in further answering say, that they do not see how it was possible for the complainant to have been ignorant that said Wilson was shipping oysters to these defendants; that he knew these defendants well, and was frequently at and near their place of business and saw the vessels unloading; that it was a business with which he was familiar, and it was singularly careless in the complainant not to be 30 looking after his oysters from eighteen hundred and fifty-seven to eighteen hundred and sixty-eight, or more, if he had such an amount or value as stated in his said bill.

And these defendants in further answering say, they are unable to state what sums they have received from the sales of the oysters received from said Wilson in all the years from eighteen hundred and fifty-six; that they settled with said Wilson from time to time, the last settlement being of July, eighteen hundred and sixty-six, and that the account of the sales of each cargo were kept on a sheet of paper by itself, and that 40

they were considered unimportant, and, when the vessel—a floating dock—was overhauled, were lost; but that these defendants did fully and fairly account to said Wilson for the whole of their business, so far as their receipts and disbursements were concerned, at that time; that since such settlement these defendants have collected a debt charged as bad, of some fifty-six dollars and sixty cents, and there was due on a previous settlement fifty-three dollars and fifty-eight cents from said defendants, and from this some deduction should be
10 made for oysters sold by said Wilson to other parties, as these defendants are informed and believe to be true.

And these defendants in further answering say, that the said complainant's reputation for truth and veracity is bad; that he is a bold, bad man, and has been convicted, as these defendants believe, of infamous crimes.

And these defendants in further answering say, that their dealings with said Wilson on their part were strictly upright and honest, and that if there has been any dishonesty upon the part of said Wilson towards the complainant, it was and is
20 entirely without the knowledge of these defendants, or the suspicion of unfairness on their part.

And these defendants deny all unlawful combination and confederacy in said bill charged; without that, that any other matter or thing material for these defendants to make answer unto, and not herein or hereby well and sufficiently answered, confessed or avoided, traversed or denied, is true to the knowledge or belief of these defendants. All which things and matters these defendants are severally ready to aver, maintain and prove as this honorable court shall direct, and humbly
30 pray that they may be hence dismissed with all reasonable costs and charges in this behalf sustained.

H. S. LITTLE,

Solicitor for and of Counsel with the Defendants.

New Jersey, ss.—William Decker, one of the above named defendants, being duly sworn, on his oath saith, that the matters and things set forth in the above answer, so far as relates to his own acts, are true, and so far as relates to the acts of others, he believes them to be true.

WILLIAM DECKER.

Sworn and subscribed, this 3d day of July, A. D. 1869, before me.

ALFRED WALLING, *M. C.*

New Jersey, *ss.*—Benjamin Decker, one of the above named defendants, being duly sworn, on his oath saith, that the matters and things set forth in the above answer, so far as relates to his own acts, are true, and so far as relates to the acts of others, he believes them to be true.

BENJAMIN DECKER.

Sworn and subscribed, this 3d day of July, before me.

MARCUS B. TAYLOR, *M. C.*

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Decree Pro Confesso.

[Filed July 17, 1869.]

This cause being opened to the court by Stephen B. Ransom, of counsel with the complainant, and it appearing that process of subpœna for the defendants to appear and answer the complainant's bill hath been duly issued and returned served by the sheriff of the county of Hudson, on William Decker and Benjamin Decker, two of the defendants, and that notice of the order of this court, made on the fourteenth day of April last, directing Bassil W. Wilson, another of the defendants, to appear, plead, answer, or demur to the complainant's bill, on or before the fifteenth day of June then next, has been duly published and served upon the said Bassil W. Wilson in the manner and as in the said order directed and prescribed; and that the said defendant has not appeared, pleaded, answered, or demurred to the said bill within the time limited by law and the said order, or at any other time, but that he has wholly failed and neglected so to do:

20

It is, therefore, on this seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-nine, ordered and directed, that the complainant's bill be, and the

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same is hereby taken and confessed against the said defendant, Bassil W. Wilson, to the end that such decree be made against him as the Chancellor shall think equitable and just.

A. O. ZABRISKIE, C.

Depositions for Complainant.

[Filed March 20, 1872.]

10 Examination of witnesses, &c., in the above entitled cause, on the part of the complainant, taken before me, Isaac Romaine, a master and examiner of said court, at my office, No. 31 Montgomery street, Jersey City, New Jersey, on Saturday, February 24th, 1872, at ten o'clock in the forenoon, in the presence of James B. Vredenburgh, counsel for complainant, and the complainant, and Charles H. Winfield, counsel for defendants.

Thomas D. Christie, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I am acquainted with Elisha Ruckman; I have been acquainted with him for twenty years; I have done business in his neighborhood for a portion of the time.

20 At the time I was in the neighborhood where he and I were doing business, I knew what his reputation for truth and veracity was; it was good at that time, so far as I knew.

And being cross-examined, he says—

30 I knew Mr. Ruckman, and his reputation, from twenty-two years ago down to 1861; since that time I have only seen him occasionally; I do not know anything about his reputation since that time; before that time, 1861, I do not think I ever heard his reputation questioned; I don't remember that I ever heard any one question his word as to truth and veracity during the time I knew him, to 1861; I don't know

that I ever heard any person express an opinion directly in his favor, or the other way.

THOMAS D. CHRISTIE.

Taken, sworn to and subscribed, this 24th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Moses Van Name, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I am acquainted with Elisha Ruckman; I have been acquainted with him for thirty-five years; I have done business in his neighborhood for thirty-five years, off and on; since 1837, at any rate. 10

I know what his reputation for truth and veracity is, as far as I am concerned; that reputation is good.

And being cross-examined, he says—

By reputation, I mean what I personally know of him, having done business with him; my opinion of his truth and veracity is formed from my personal dealings with him; I have heard people talk against him.

And being again examined-in-chief, he says—

The talk I heard did not have any effect on or alter my opinion; I never condemn a man from other people's talk. 20

MOSES VAN NAME.

Taken, sworn to and subscribed, this 24th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

William Nafew, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I am acquainted with Elisha Ruckman; I have known him over twenty-five years; I have done business in the neighborhood right adjoining him, for a number of years, up to seven years ago. 30

I know what his reputation for truth and veracity is; it is good as far as I know.

And being cross-examined, he says—

I now speak as far as my own knowledge goes ; my opinion is formed from my own personal dealings with him ; I have dealt with him and also worked for him.

I have heard talk against him ; I do not know that this talk was general against him ; I have heard more talk against him than I have against others, and more against others than I have against him.

I don't know what opinion people entertain of Mr. Ruckman.

I do not know that Ruckman generally has a bad reputation ; I have heard my neighbors talk against him ; I do not know a great deal about Mr. Ruckman, either good or bad, for the last seven years.

And being again examined-in-chief, he says—

I have been an alderman of Jersey City ; I served for six years ; I have seen pocket-book dropping in my day ; I don't know what watch-stuffing is ; I know William Decker, one of the defendants, a brother to Benjamin Decker, the other defendant.

I never saw William Decker engaged in dropping pocket-books ; the pocket-book dropping business comes as near swindling or robbing as anything can ; you give good money for bad.

Q. Have you seen William Decker in company with pocket-book droppers ?

[Question objected to.]

A. I have seen him around the market frequently in company with them.

I never saw him in company with them when they were dropping pocket-books and trying to swindle them off our men.

I have not heard the people doing business there say they saw him doing it.

And being again cross-examined, he says—

I know from report that Elisha Ruckman was indicted in Bergen county for poisoning cattle, and convicted of it.

And being again examined-in-chief, he says—
Personally, I don't know anything about it.

W. H. NAFEW.

Taken, sworn to and subscribed, this 24th day of February,
A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Augustus A. Hardenbergh, a witness produced on the part
of the complainant, being duly sworn, on his oath says—

I reside at Demarest's station, Bergen county, about two
miles from Mr. Ruckman; I know Mr. Ruckman; I have 10
known him about four years; I know what his reputation for
truth and veracity is in the neighborhood where he lives; I
never heard it seriously questioned.

And being cross-examined, he says—

I was called as a witness in a former suit to testify as to
Ruckman's general character.

Mr. Ruckman is known as a man of bold traits of character.

I have heard John Stevens say that Mr. Ruckman's char-
acter for truth and veracity is good; he lives at Closter; I
have heard Jacob R. Wortendyke say that he wanted me to 20
go with him to Ruckman's, for he was a prince in his own
house; John Stevens said that anybody who knew Ruckman
need have no trouble with him.

I asked Stevens about his reputation for truth and veracity;
it came up about a speech you made in Bergen court in a
cattle trial; that speech was relative to the cattle trials, and I
asked John Stevens what Ruckman's character for truth and
veracity was; I asked about it also because Ruckman was
fighting the bounty business, and I rather liked that; Stevens
did not say his reputation for truth and veracity was good; I 30
heard Wortendyke speak well of Ruckman in general; he and
I made two or three appointments to go to Ruckman's house,
but for some reason we never got off.

I never heard Wortendyke say he would believe Ruckman
under oath; the question was not put to him; I did not hear
Stevens say so, nor did I hear him say he would not.

I don't know that I ever heard the question put as to whether his reputation for truth and veracity was good.

[Question objected to by complainant.]

I am quite certain that I have heard Mr. Ruckman's reputation for truth and veracity was good, but I don't know by whom or when or where.

[Question objected to by complainant.]

I have heard his reputation for truth and veracity questioned in one instance.

10 I have heard his reputation for truth and veracity stated as bad.

And being again examined in chief, he says—

That what I heard did not have an influence on my mind adverse to Ruckman ; I knew him myself.

And being cross-examined again, he says—

I can't tell you how often I have heard his reputation for truth and veracity spoken of as bad ; it is only in connection with the Grovesteen case.

Q. Would you feel flattered if your neighbors entertained of
20 you the same opinion concerning your truth and veracity, as they entertain of Mr. Ruckman, so far as you know his reputation ?

A. I object to the question ; his neighbors speak very well of him as a friend and neighbor ; he is good to the poor ; a good neighbor.

Q. [Question repeated.]

A. I have no answer to make to that question ; it is not a fair question.

A. A. HARDENBERGH.

30 Taken, sworn to and subscribed this 24th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Monday, February 26th, 1872, at ten o'clock, in the forenoon, at the same place.

At which time and place the examination was resumed in

the presence of the counsel of the respective parties and of the complainant.

John H. Stephens, a witness produced on the part of the complainant, being duly sworn, on his oath says—

I reside at Closter, Bergen county, N. J., about a mile from Mr. Ruckman's residence ; I have resided there about twelve years ; I am acquainted with Elisha Ruckman ; I know what his reputation for truth and veracity is in the neighborhood ; that reputation is good ; from my knowledge of that reputation I would believe him under oath. 10

And being cross-examined, he says—

From dealings and transactions that I have had with the man, for the last ten or twelve years, satisfies me of what I say ; I have had real estate and money transactions, in all shapes ; he was a customer of mine while I was in the mercantile business ; I have money transactions with him now ; my opinion of his reputation for truth and veracity is based exclusively on my personal knowledge of him, and my business transactions with him ; I have heard people speak against him as to his truth and veracity. 20

And being again examined in chief, he says—

What I heard said about him did not have any impression on my mind.

J. H. STEPHENS.

Taken, sworn to and subscribed this 26th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Rufus K. Terry, a witness produced on the part of the defendant, being duly sworn, on his oath saith—

I reside in Jersey City ; I have resided here about twenty- 30
two years ; I have been an alderman of Jersey City ; I have known Mr. Ruckman over thirty-five years ; I done business adjacent to him in New York city ; I know what his reputation for truth and veracity is in the neighborhood where he did business ; I suppose yes, comes as near the answer as it can ;

I don't know that reputation to be bad, and as far as I know it, it is good; from my knowledge of that reputation I would believe him under oath.

And being cross-examined, he says—

I don't know as I could tell you who I have heard say Mr. Ruckman's reputation for truth and veracity was good; I don't know that I have ever heard any one say that he was a truth-telling man; I have never heard any one say they would not believe him under oath; the general talk over there is not
10 that he is a bad man; I have heard men say that he was a bad character—that he hadn't dealt fair; I have heard only one man say that, I believe.

I don't know but I would feel flattered if my reputation for truth and veracity was as good among my neighbors as Mr. Ruckman's.

R. K. TERRY.

Taken, sworn to and subscribed this 26th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

20 *Lewis K. Northrup*, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I reside in Tappan, Rockland county, New York; I should say that is three miles and a half, about, from Mr. Ruckman's; I have lived there twelve years; I am acquainted with Mr. Ruckman; have been for twelve years; the last four or five years have known him intimately; I know what Mr. Ruckman's reputation for truth and veracity is in the neighborhood where he lives; I should consider it good; from what I know of that reputation I would believe him under oath.

30 And being cross-examined, he says—

I have heard William Rogers speak of him as a truthful man; that was before I knew Mr. Ruckman, and was at Rogers' dwelling-house, in Tappan; we were talking about doing some work for Mr. Ruckman; Mr. Rogers wanted me to do it; I did not ask him if Mr. Ruckman's reputation for truth and veracity was good; he told me; I was at work for Mr. Rogers, and not intimately acquainted with Mr. Ruck-

man; Mr. Rogers said if I did it, I would find Mr. Ruckman a perfect gentleman, and as honest and honorable a man as ever lived; that is all he said about it that I recollect; I don't recollect of having a solitary word said about his veracity.

Q. Did you ever hear Mr. Rogers say anything about his veracity?

A. I never heard him say anything against it.

Q. [Question repeated.]

A. I did not.

10

I base my estimate of his reputation for truth and veracity being good, on all the dealings I have had with him, to the amount of thousands of dollars; it is on my personal transactions with him.

Q. Did you ever hear a man say he would believe Ruckman under oath before this morning?

A. I never heard any one say he wouldn't believe him under oath.

Q. [Question repeated.]

A. Yes, I have.

20

I couldn't call the names to mind now; I have heard a good many speak of it for the past four or five years.

Sometimes they have been talking about his property, sometimes about his difficulties, I should think, and sometimes as a citizen; I don't know as the words "under oath" were used, but he was spoken of as a man who would do what he agreed to.

I have heard a man speak of his reputation for truth and veracity as being good; I have heard William L. Laurence say so during 1871, in the cars, going from Pavonia ferry to Tappan; I was speaking about some contract work, and building highways on his property, and in connection with a boulevard in Rockland county; Mr. Laurence said he had had a great deal to do with Mr. Ruckman, and had always found him a straightforward, honest man; that is the sum and substance of our conversation; I recollect nothing more about that.

30

I couldn't tell you whether I have stated all I can tell about what I have heard of his reputation for truth and veracity; I have heard a great many speak about it, but I can't call them to name now.

40

In my estimation, a man's reputation for truth and veracity is the same as his reputation for performing contracts.

L. K. NORTHROP.

Taken, sworn to, and subscribed, this 26th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

William Ferdon, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I reside at Closter, about a mile and a quarter from Ruckman's residence; I am a merchant there; I have resided there about thirty years; Mr. Ruckman's residence is about 10 a mile from my father's house, where I formerly lived; I have known Elisha Ruckman about eight years; I know what his reputation is in that neighborhood for truth; it is good.

And being cross-examined, he says—

I have heard my father and brother say his character was good; they came to tell me about it through business transactions between them and Ruckman; those transactions were 20 real estate which Ruckman bought of them; they said they could rely on Ruckman on his word; that if he agreed to sell them anything he would do as he said; to the best of my knowledge, that is all they said; I have heard him spoken of as a man of truthfulness by those I have mentioned; they said he would keep his agreements, that is all; I don't know as I have heard anybody else say it; I have heard people talk against him—not a great many—in our section; I have stated all that I have heard said in his favor, from which I base my estimate that I would believe him under oath; I had some 30 transactions with him on the recommendation of my father and brother—entered into agreements in writing and verbal; he kept those agreements; I don't know as that and what my father and brother said would lead me to believe him under oath.

WM. FERDON.

Taken, sworn to, and subscribed, this 26th day of February,
A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Garret I. Auryansen, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I reside at Closter; I have resided there all my lifetime; that is about half a mile from where I live; I have known Ruckman twelve or thirteen years; I know what his reputation for truth and veracity is in the neighborhood; it is good; from what I know of it I would believe him under oath.

10

And being cross-examined, he says—

I have heard my brother and father say his reputation was good; they say he is good to do business with; they had done business with him; they had sold him land; to my knowledge they didn't say anything further about him at all; it is not from what they said that I would believe him under oath; I have had business with him myself; I have sold him land, too; it is from these transactions, and from what my father and brother said, that I made up my mind his reputation for truth and veracity was good.

20

GARRET I. AURYANSEN.

Taken, sworn to, and subscribed, this 26th day of February,
A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Abram W. Haring, a witness produced on the part of the complainant, being duly sworn, on his oath says—

I reside in Norwood, New Jersey, between two and three miles from where Ruckman lives; I have lived there all my lifetime; I have known Mr. Ruckman, I suppose, ten or twelve years; I know what his reputation for truth and veracity is in the neighborhood where he and I live; it is good to the best of my knowledge; from what I know of that reputation, I would believe him under oath.

30

And being cross-examined, he says—

I don't know that I have ever heard any one say particu-

larly, that he was a man of truthfulness; I may have heard his truthfulness spoken against; I can't say that I have.

ABRM. W. HARING.

Taken, sworn to and subscribed, this 26th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Abram B. Haring, a witness produced on the part of the complainant, being duly sworn, on his oath says—

I reside in Bergen county, New Jersey; I have lived there 10 fourteen or fifteen years next spring; I should think it is about four miles from Mr. Ruckman's residence; I am acquainted with Mr. Ruckman; I have known him about twelve years; I have been sheriff of Bergen county; I only know from my own knowledge what his reputation for truth and veracity is; he and I have had quite some dealings together; it is good.

[Last question objected to by defendants.]

From my knowledge of his reputation, I would believe him under oath.

A. B. HARING.

20 Taken, sworn to and subscribed, this 26th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Peter T. Haring, a witness produced on the part of the complainant, being duly sworn, on his oath says—

I reside at Norwood, Bergen county, N. J., about two miles from Mr. Ruckman's residence; I have resided in that neighborhood and about a mile from there, since 1839; I am acquainted with Mr. Ruckman; I think I know his reputation for truth; I should say it was good; from what I know 30 of that reputation, I would believe him under oath; I have been squire there about seven years; I was master in chancery before that time.

And being cross-examined, he says—

Mr. Ruckman has been before me as a justice of the peace; he was prosecuting a warrant; he was not arrested by me; I

don't recollect that I ever heard any one say his reputation for veracity was good; I have heard people speak against it.

PETER T. HARING.

Taken, sworn to and subscribed, this 26th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Sweeting W. Miles, a witness produced on the part of the complainant, being duly sworn, on his oath says—

I reside in Harrington township, Bergen county; I am a miller; I have resided there about six years; I should think it is two or three miles from where Ruckman resides; I have known him between five and six years; I know what his reputation for truth is in that neighborhood; it is good; from my knowledge of that reputation, I would believe him under oath. 10

And being cross-examined, he says—

This is the first time I ever swore Mr. Ruckman's reputation for truth was good; I don't call to mind that I ever heard any one say that his reputation for truth was good; I don't remember that I ever heard any one say he was a man of truthfulness; I may have heard people speak against his truthfulness; I probably have; it is not impressed on my mind now. 20

SWEETING MILES.

Taken, sworn to and subscribed, this 26th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Mason C. Weld, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I reside in Harrington township, in the village of Closter, near Mr. Ruckman, about quarter of a mile; I have lived there five years; I know Mr. Ruckman; I have known him since I lived there; I do not know what his reputation is for truth and veracity in that neighborhood. 30

MASON C. WELD.

Taken, sworn to and subscribed, this 26th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Tuesday, February 27th, 1872, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel for the defendants and the complainant in person.

10 *Henry S. Downs*, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I live about three-fourths of a mile from Closter, in Harrington township, Bergen county, and about half to three-fourths of a mile from Mr. Ruckman's residence; I have lived there between six and seven years; I know Mr. Ruckman; I have known him ever since I have lived there; I know his reputation for truth and veracity in the neighborhood where he lives; it is good; from that reputation I would believe him under oath.

20 And being cross-examined, he says—

I can't say that I have ever heard any one say Mr. Ruckman's reputation is good; I can't say that I have heard any say that his reputation was not good; I presume I have not heard persons say that his reputation for truth and veracity was not good.

HENRY S. DOWNS.

Taken, sworn to and subscribed, this 27th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

30 Whereupon the examination was adjourned to Thursday, February 29th, 1872, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in

the presence of complainant in person and the counsel for the defendants.

Elisha Ruckman, a witness heretofore produced on the part of the complainant, being re-called, says—

[Witness being shown a paper, dated March 10th, 1857, purporting to be a receipt signed by James Dennis, says]—I gave the money mentioned in that receipt to James Dennis, and Captain Wilson told me he had received the money; I saw James Dennis sign that receipt.

[Said receipt is offered in evidence, and marked *Exhibit C 10* 3 on part of complainant.]

[Being shown three other receipts, one dated September 23d, 1856, another June 10th, 1857, the third, July 7th, 1857, says]—I gave the money mentioned in each of those receipts to Bassil W. Wilson; I know his handwriting; I saw him sign those receipts.

[Said receipts are offered in evidence, and marked *Exhibits C 4, C 5 and C 6* on part of complainant.]

[Being shown three letters, one dated June 24th, 1857, another dated March 10th, the third, December, 1858, purporting to have been written and signed by B. W. Wilson, says]—Those letters were received by me; I know the handwriting of Bassil W. Wilson; the letters and the signatures thereto, and the address on the envelopes are in Bassil W. Wilson's handwriting.

[Said letters and envelopes are offered in evidence, and are marked *Exhibits C 7, C 8 and C 9* on part of complainant.]

[Counsel for defendants objects to the offering of the said exhibits in evidence.]

ELISHA RUCKMAN. 30

Taken, sworn to and subscribed, this 29th day of February, A. D. 1869, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Friday, March 8th, 1872, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

Warren L. Barnett, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I reside at Closter, about a mile to a mile and a quarter from Mr. Ruckman's; I have known Mr. Ruckman for about twelve years.

I know what Mr. Ruckman's reputation is for truth and veracity in that neighborhood; from that reputation I would
10 believe him under oath.

And being cross-examined, he says—

I have talked with Mr. Downs about Mr. Ruckman's reputation for truth; he is a near neighbor of mine; he were speaking about believing a man under oath, and he concurred with me in saying that he would believe Mr. Ruckman under oath, that he had never known him to prevaricate under oath; I have had several business transactions with Ruckman; I have bought land of him; I don't think I have ever heard or had occasion to hear any one say that Ruckman was a truth-
20 telling man.

I would be satisfied if my reputation for truth and veracity among my neighbors was as good as Mr. Ruckman's.

WARREN L. BARNETT.

Taken, sworn to and subscribed, this 8th day of March, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Decree for Account.

[Filed June 11, 1873.]

This cause coming on to be heard in the term of October,
30 A. D. eighteen hundred and seventy two, in the presence of James B. Vredenburg, of counsel with the complainant, and

Barker Gummere, of counsel with the defendants, William and Benjamin Decker, the bill of complaint having been heretofore taken as confessed against the defendant, Bassil W. Wilson, and the pleadings and proofs in the cause having been read and the arguments of counsel heard and considered; and it appearing to the satisfaction of the Chancellor that the defendants have taken and converted to their own use certain oysters, the property of the complainant and Bassil W. Wilson, of which oysters, five thousand bushels were taken by Capt. Skidmore W. Pettit, in his schooner "Caroline Coles," 10 and delivered to the defendants by their order and direction, in the winter of eighteen hundred and fifty-eight and fifty-nine; and that five thousand bushels of said oysters were so taken and delivered by Peter Roff, in the year eighteen hundred and fifty-seven and fifty-eight, in his vessel the "Butler;" and that twenty thousand bushels of said oysters were so taken and delivered by Peter Roff, acting as pilot of the "Aiken," in the winter of eighteen hundred and fifty-eight and fifty-nine; and that twelve thousand bushels of said oysters were so taken and delivered by Peter Roff, in the 20 "Julia Decker" and the "Aiken," in the winter of eighteen hundred and fifty-nine and sixty; and that eight hundred bushels of said oysters were so taken and delivered by Capt. Joline, in the winter of eighteen hundred and fifty-nine and sixty, in the "Butler:."

It is thereupon, on this thirteenth day of February, A. D. eighteen hundred and seventy-three, by his Honor Theodore Runyon, Chancellor of the State of New Jersey, ordered, adjudged and decreed, and the said Chancellor does hereby order, adjudge and decree, that the several quantities of oys- 30 ters herein before set forth were taken by the said defendants and converted to their own use, at the several times herein before set forth, and that the said oysters when so taken and converted were the joint property, in equal shares, of the said complainant and Bassil W. Wilson; and that the said complainant is entitled to relief in the premises and to an account, 38 and that the said defendants do account to the said complainant for, and pay to him, one-half of the value of the said quantities of oysters, together with lawful interest thereon, to wit, the value of said oysters as and when lying and being 40

upon the planted beds in front of the farm lately occupied by Bassil W. Wilson, on the Nansemond river, in the State of Virginia, together with said interest.

And it is further ordered, that it be referred to Isaac Romaine, Esquire, one of the masters of this court, to ascertain and report the value per bushel of the said quantities of oysters in the several years, and at the several times when the same were so taken as aforesaid, and as the same were then lying and being upon the aforesaid beds in the Nansemond river; and that the said parties, complainant and defendants, be at liberty to examine witnesses, and produce other competent proofs before the said master, as to the value of said oysters; and that the said master do take and state an account of the value of one half of the several quantities of oysters, so taken as aforesaid in the seasons aforesaid, stating each season separately, together with lawful interest on the value ascertained in each season, and in stating said account the said master is to compute interest on the value so ascertained in each season, from the first day of May at and following the close of each of said seasons up to the date of his report; and the said master is to make his report with all convenient speed, and to return therewith the proofs taken before him.

And all further directions are reserved until the coming in of the said master's report.

THEODORE RUNYON, C.

Master's Report.

[Filed January 22, 1875.]

Examination of witnesses, &c., in the above entitled cause, on the part of the complainant in the above entitled cause, taken before me, Isaac Romaine, a master and examiner of said court, at my office, No. 111 Washington street, Jersey City, on Thursday, June 26th, 1873, at ten o'clock in the forenoon, in presence of James B. Vredenburg, counsel

for the complainant, and Charles H. Winfield, counsel for the defendants.

[Counsel for complainant offers in evidence the testimony of Samuel Achen, found on page 1 of the complainant's printed testimony in this case.]

[Also offers in evidence the testimony of Peter Roff, found on page 4 of complainant's printed book in this case.]

[Also offers in evidence the testimony of Thomas P. Duntton, found on page 14 of the complainant's printed book in this case.] 10

[Also offers in evidence the testimony of Daniel Joline, found on page 13 of the complainant's printed book in this case.]

[Also offers in evidence the testimony of Henry F. Chambers, found on page 12 of said book.]

[Also the testimony of Abraham Latourette, found on page 16 of said book.]

[Also the testimony of Skidmore W. Pettit, found on page 17 of said book.]

[Counsel for complainant offers in evidence that portion of 20 the testimony of Benjamin Decker, which is found on page 21 of defendants' book, commencing on line 18, and reads as follows: "I paid Captain Achen \$300 for a charter in 1859; I think I paid Captain Pettit about \$225 for a charter that year; the entry April 5th, sloop Butler, balance charter for 1858 and 1859, \$900, means what I had paid him up to that date; I can't tell how many trips the sloop Butler made without adding it up and dividing by \$225."

Elisha Ruckman, a witness produced on the part of the complainant, being duly sworn, on his oath saith— 30

In the winter of 1858 and 1859, the charter of the Caroline Coles was worth about \$225; in the winter of 1857 and 1858 the charter of the Butler was worth from \$225 to \$250.

In the winter of 1858 and 1859 the charter of the Aiken was worth about \$300.

In the winter of 1859 and 1860 the charter of the Julia Decker was worth \$300, and the charter of the Aiken was

worth about \$300 the same season; in the winter of 1859 and 1860 the charter of the Butler was worth from \$225 to \$250.

To fit oysters for counting, the waste from dross shells and cullentines is about one-half; in the early part of January, 1862, I offered Bassil W. Wilson, for these oysters planted on the front of this farm, \$1 a bushel, and I to pay one-half the expenses of taking them up, the measurement to be two bushels and a half to an ordinary flour barrel, the oysters to be culled assorted sizes to suit the New York market; I offered
 10 him, in April, 1865, \$1 a bushel, culled clear of shells and mussels, \$2.50 a flour barrel, and measure up all that were live oysters; these oysters, when planted, were round, single oysters—the best quality we could buy; the offer in January, 1862, was by letter sent by Captain Dean of a sutler's schooner; the offer in 1865 was by myself to him in person; Mr. Wilson, in 1865, told me he had received the letter from the captain of the schooner; I have had many hundred thousands bushels of oysters culled for market at ten cents a bushel, which were more difficult to cull than these were, the parties
 20 furnishing their own boats, tongs, &c., and delivering them alongside the vessel and shoveled in baskets ready to hoist aboard.

The offer I made Wilson was for his share of the oysters, the expenses of taking up all the oysters to be borne equally by both of us, and out of two bushels he was entitled to one; I considered this a reasonable price, and that it would leave a margin for profit.

The cost of selling oysters would be about two and a half cents a bushel.

30 The oysters here would be worth, for the count oysters, about \$1.50 a bushel; although before the war they were not ordinarily sold by the bushel.

[Counsel for defendants here objects to all the foregoing testimony, the objection to be considered as having been made at the time the testimony was given.]

Whereupon the examination was adjourned to Saturday, June 28th, 1873, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed, in the presence of the counsel for the defendants, the complainant appearing in person.

And being cross-examined, he says—

The oysters that were taken by Captain Petit were planted, some between 1853 and 1857 inclusive; they were planted by men that I hired and Wilson.

I hired John Smith, Benjamin Johnson, and some slaves who were hired by my consent, but Wilson did the hiring; I hired Johnson at Staten Island, and Smith, I think, at Norfolk; I am not sure whether at Norfolk or here; when we hired white men Wilson and I both agreed; when we were to hire slaves, Wilson did the whole of it; men who were hired for short terms were hired by Wilson without consultation; they were often hired by the day; Wilson and I agreed together on the hiring of Smith and Johnson; both of us spoke to these men; Johnson was near the Washington Market when I hired him; I think Smith was at Norfolk when I hired him; Wilson and I were together.

[Complainant objects to the testimony as not a cross-examination, and as irrelevant and immaterial.]

Wilson and I were near the Washington Market when we hired Johnson; Wilson brought him up.

We hired Johnson in the early part of 1851 for this business, but he didn't work steady for us; he went away to work for himself; the oysters that were brought by Captain Petit were planted oysters.

There were natural beds in front of this farm, in the channel of the river, and on the east side—not on the flats where we planted them.

The oysters brought by Captain Petit in 1858 and 1859, I don't know where he got them; I am unable to state which was the most valuable oyster in 1858 and 1859, not being in the business; the fattest oysters are always the most valuable for market.

I don't know whether I saw the oysters planted that were brought by Captain Petit.

I did not see the oysters that were brought by Captain Petit when they were brought to market.

Q. Can you tell what the oysters brought by Captain Petit were worth, lying in the waters of Virginia?

A. I did not see them when he brought them away.

I cannot tell their quality.

I did not see the oysters brought in 1857 and 1858 by Captain Roff, and I do not know their quality.

In 1858 and 1859 I received from the Deckers about \$1; I did not sell them any oysters that year; I was not in the business then.

10 The Deckers did not account to me for any oysters at that time; they told me they had sold some, but not how many; they accounted to me for \$629, or \$630; I can only state from hearsay that Wilson loaded the oysters; I do not know at what price those oysters sold; I had several thousand of those oysters, and they were as fine and fat as I ever saw.

I did not see the oysters that were brought by Captain Roff in the Aiken; I don't know their quality or value.

I did not see the oysters that were brought by Captain Roff in the Aiken and the Julia Decker, in 1859 and 1860; I cannot
20 tell their quality or value.

Q. Can you tell their quality and value?

A. When I see them I can; these I did not see.

I did not see the oysters that were brought by Captain Joline in the Butler, in the winter of 1859 and 1860.

Q. Can you tell their quality or value?

A. When I see them I can; these I did not see.

I cannot give an opinion as to the value of the oysters brought by the several vessels in the years 1857, 1858, 1859, and 1860, referred to in the order; from their age they should
30 have been very valuable, but I did not see them, and cannot tell their value.

The value of an oyster depends upon its size and fatness, in the season of sending them to northern markets.

From about May, 1857, to 1860, I was out of the business.

Q. Can you tell us the quality and condition of these oysters on the beds from May, 1857, to 1860?

A. From the natural course of things they would be getting larger every year, but these oysters I did not see during those
years.

40 I was there in 1854, 1855, and 1856, for a short time, while

we were planting, but after they were planted I did not see them.

The majority of the oysters were planted in my absence.

And being examined-in-chief again, he says—

If these oysters were as fat during the seasons they were taken away by Captains Achen, Roff, Dunton, Joline, Chambers, and Latourette, as they were when I saw them, I would have given the same as I offered Wilson for his half in 1865, that is \$1 a bushel, allowing two bushels and a half to a flour barrel, at the oyster-beds. 10

And being again cross-examined, he says—

The war interfered with getting oysters in 1862; the difficulty of getting oysters at the south raised the price of oysters in New York after 1863; it did not in 1862.

ELISHA RUCKMAN.

Taken, sworn to, and subscribed, this 28th day of June, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, M. C.

Examination of witnesses, &c., in the above entitled cause, on the part of the defendants, taken before me, Isaac Romaine, 20 a master and examiner of said court, at my office, No. 111 Washington street, Jersey City, on Thursday, August 7th, 1873, at ten o'clock, in the forenoon, in presence of Charles H. Winfield for defendants, and J. B. Vredenburg for complainant.

John B. Smith, a witness produced on the part of defendant, being duly sworn, on his oath saith—

I am thirty-eight years of age the twenty-seventh of July last; I live in the State of Virginia; I am there the greater part of the time; I am in the oyster business; I have been in 30 the oyster business ever since I have been big enough to do anything; I am acquainted with Elisha Ruckman; I knew Bassil W. Wilson in 1856 for the first time; I knew him up

to the time of his death ; he has been dead nearly two years ; I was not, at any time, in the employ of Ruckman and Wilson ; I was in the employ of Wilson from 1856 up to the time the war broke out, planting oysters ; I planted in the Nansmond river, in front of B. W. Wilson's land ; I planted in several places ; in front of Wilson's was one ; in the winter of 1857 I was absent about six months ; I do not know of Ruckman having planted with Wilson. [Last question objected to by counsel for complainant.]

- 10 I don't know whether Wilson planted any oysters with Ruckman after I went to work with him in 1856 ; he did not, that I know of.

[Last question objected to by complainant.]

I know of oysters having been taken from the river in front of the farm that were said to belong to Ruckman and Wilson ; I learned they were Ruckman and Wilson's oysters from Captain Wilson himself ; I couldn't say what season the oysters were taken up ; it was in 1857 or 1858 ; it was one of those two years ; I was there at the time they were taken up ; two loads were
20 shipped on the Florida, Captain Jesse Mott, and one or two loads were shipped on another vessel, which I think was the Two Brothers ; these oysters were shipped to the Deckers ; there were no more oysters shipped because there were no more in front of the farm.

[Last question and answer objected to by complainant's counsel.]

These oysters were taken from the rock in the James and Nansmond rivers, and were planted on the flats ; I can't say when they were planted.

- 30 The bottom of the river, in front of this farm, is very soft and muddy ; it is always considered a very poor bottom for planting oysters ; it is so considered because oysters are very poor there ; about once in seven years they strike good ; the oysters have not been good there since the war ; it is not so good a planting ground as a hard bottom.

Q. How long can plants profitably remain on that soft bottom ?

[Question objected to.]

A. From two to three years.

- 40 If they remain longer they go under the mud and all die.

The natural increase of oysters on that bottom, after five years would not be anything.

[Question objected to.]

In my experience a bed on that bottom might be profitable for three years; it is hard to get at; if the season was dry it would be good, if wet it wouldn't be worth anything; we allow oysters to lie about one to two years; we then take them up and what are left are only a few scattered over the ground; I don't know that plants the size of the end of your thumb are planted there; I never knew of it. 10

Oysters that were planted on that ground, in front of the Wilson farm, in 1858, would not be worth anything in 1865; you would have to pay somebody to take them away; by that I mean they would be of no value whatever.

They would not live on that soft bottom for that length of time.

I don't know what a cullentine oyster is; I never heard of such an oyster being planted in Virginia.

It would take an oyster two years, after planting, to arrive at their best condition for market; it would take that any- 20 how; after that they would depreciate in value.

The size of oysters that we plant there in Virginia, run from half a dollar up; they are called "culling size."

This size is what we calculate to lay out for two years.

Q. What would be the value of the oysters, lying in front of that farm, in the winter of 1858 and 1859, per bushel?

A. That is something I can't get at; oysters are never bought that way.

They are bought by the hamper.

A hamper holds from a bushel and a half to two bushels; a 30 hamper is a barrel, and holds two bushels and a half; there is a difference in the size of a hamper before and after the war; they held more before the war than since; before the war they held two bushels and a half; the oysters lying on the beds in Virginia were sold by the hamper before the war.

Q. What were the oysters lying on the beds in front of Wilson's farm worth per hamper in the winter of 1858-9?

A. I don't know what they were worth, because they were not sold.

I don't know that any were taken off the beds in front of 40

the farm that winter; I bought oysters that winter from other beds in Virginia.

Q. Were they as good as the oysters lying on the Wilson beds. [Objected to.]

A. They were as good.

I paid from twenty-five to thirty cents a hamper.

I bought from Tom Wilson's and Jerry Jones' beds; these beds were in the Nansemond river.

They were as valuable per hamper as those lying in front
10 of Wilson's farm; I was in the employ of Wilson in the winter of 1859 and 1860.

There were oysters taken from in front of his farm in that winter by Captain Dunton in the Julia A. Decker; I mean the last of 1860.

There were oysters taken from there in the early part of 1860.

I bought oysters in the winter of 1859 and 1860; I don't know who I bought them from—anybody who came alongside; I bought them from the rocks.

20 I paid from ten to twenty cents a hamper that winter.

This was as they lay in the water; I then bore the expense of taking them up.

Those that I paid from twenty-five to thirty cents a hamper for, I bought from a boat.

The average price for taking oysters up, is about five cents.

Q. Were these oysters that you bought in both seasons as valuable as those that lay in front of Wilson's farm?

A. Those that lay on the mud flat?

Q. Yes?

30 *A.* Yes, sir.

And being cross-examined, he says—

I am in the oyster business in Virginia for George Bush; he lives in Hampton, Virginia; Captain Peter Metzger got me to come over here to-day; he said nothing to me; he asked me to come to New York with him; he was in Keyport when he asked me to come to New York; he said he had a suit coming off, and wanted me to come up; that was some day this week; he told me what the suit was about; he said it

was a suit between Ruckman and the Deckers about some oysters in Virginia.

I came to Keyport to spend the summer months; I have not entered into any contract about oysters with Metzger or the Deckers; I did not speak to Metzger about this suit.

The oysters I bought in 1858-9 were shipped to New York by the owner; B. W. Wilson was the owner; I bought them for him; I was in his employ; some of the oysters I bought were planted and some were not; I don't know how old they were; some were large and some were small; I planted both. 10

We generally sent the largest we could get to New York; we sent both large and small oysters.

Q. The value of an oyster in Virginia is what it will sell for in a market less the cost of getting it there, ain't it?

A. I don't understand what you mean.

The oysters that I got in 1859-60 I did not sell at all; the owner shipped them; we don't sell oysters in Virginia; New York is the oyster market for us.

I don't know whether I bought these oysters from Wilkinson and Jones before or after the Julia Decker brought a load 20 from New York; every year that I bought oysters there we bought them for from ten to twenty-five cents a hamper; I bought oysters before 1859 and '60; I bought them for four or five years before.

The oysters that I bought for ten cents a hamper I bought from everybody that came along; I bought them; I planted some of these oysters.

Oysters were planted on the front of the Wilson farm every year up to the time the war broke out.

When I say the oysters were as good as those in front of the 30 Wilson farm, I mean those that were planted there every year; I don't know how many acres of planting ground there was in front of Wilson's farm; it is about half a mile along the shore and runs out about two hundred feet.

I do not know that Wilson rented the front of the farm next to him.

I think the Julia A. Decker took some oysters from there the latter part of the spring of 1860.

I couldn't say what ground she loaded from principally.

And being again examined-in-chief, he says—

We never plant oysters on an old bed until it is cleaned up, if we know it.

Oysters are generally planted in the spring and taken up in the fall.

Oysters planted in the fall are almost always sent to market the same winter.

Some of the oysters that I bought by the hamper were fit for market when I bought them; some I shipped right on.

10 Some that were planted might be taken up that winter and some might lay over until the next winter.

Planting was going on along Wilson's front, up to the time the war broke out.

Q. By whom? [Objected to.]

A. By Captain Wilson.

Those plants were not put on old beds; they were cleaned up.

And being again cross-examined, he says—

20 I went to work for captain Wilson some time in the fall of 1856; I worked up to June, 1857; I then went away, and came back some time in the winter of 1857, and worked with him up to the breaking out of the war.

I did not work from June until September of every year.

his

JOHN X B. SMITH.

mark.

Taken, sworn to, and subscribed, this 7th day of August, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Rufus S. King, a witness produced on the part of the defendant, being duly sworn, on his oath saith—

30 I live in Brooklyn, New York; I was in the oyster business in Virginia from 1855 up to date.

I was buying, planting, selling.

I am somewhat acquainted with the oyster-beds in the Nansmond river; oysters are left in the bed for about two years after planting, without being disturbed; sometimes they are

planted and left six months, sometimes a year; it depends on the size when planted.

Q. Can you tell what oysters were worth in the Nansemond in the winter of 1858-9?

A. I have known them to be delivered on board vessels at thirty cents a hamper; these were plants—oysters that had been planted about a year, and then taken up and sent to market; I used to plant in an adjoining river, and have sold my oysters for the same price after freighting them to Norfolk, but they were not as good as the other oysters; when oysters are taken for the New York market they are culled and cleaned; the small oysters and shells are taken out; the Nansemond river oysters were supposed to be a superior oyster.

A hamper holds about a barrel; that is about two bushels and a half—nearly four New York bushels; a New York bushel contains about three pecks.

I can't say to a certainty what it would cost to cull and clean oysters; I can form an opinion; it is worth from five to six cents a hamper to take them up; in culling them there is one thing to take into consideration; it costs about fifteen cents a hamper to cull them, that is, taking into consideration the loss in culling; I never did enough of it to count the cost; I found it was too expensive.

And being cross-examined, he says—

I am thirty-six years old.

The price of oysters depends on size and quality; oysters are worth about the same every year.

I don't know what the difference is in the price of oysters in New York now and before the war; I have not sold oysters in New York since the war; I suppose they are higher than before the war; I have lived in Virginia since September last; I lived in Hampton for five years before that, and for four years before that in Brooklyn; during the war I lived at Hampton, and for four years before that; I went there in the fall of 1856; I think I would know Ruckman in his place of business; I have known Metzger since 1857; I have known Decker five years.

I was not subpoenaed here to-day; I was requested to come

here by Mr. Decker; he said he had a suit between him and Ruckman, and wanted to know if I bought oysters in 1858 and years following; I did not buy any oysters in 1857, 1858, 1859, and 1860; I had my own crew, and caught the oysters; I did not cull any oysters for the New York market before the war.

And being again examined-in-chief, he says—

The valuation of the oysters and the expenses I have given in my direct testimony, are from the best of my knowledge
10 of the prices at that time.

RUFUS S. KING.

Taken, sworn to, and subscribed, this 7th day of August, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, M. C.

John White, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I live at Keyport, New Jersey; I am in the oyster business; I was in that business in Virginia before the war.

I have been in the Virginia oyster business for twenty-four
20 years.

I was in the Nansemond from 1859 to 1860; I was buying and selling, both.

The first business I did in the Nansemond was culling oysters for the New York market; they were oysters of first quality, and were taken off of the beds where first planted; for oysters in that condition I paid from twenty-five to thirty cents; I paid twenty-five cents for those that were planted in the spring, and thirty cents for old plants.

I could not say how much a hamper held, but they were
30 called to hold a barrel.

The price did not vary materially from that from 1857 to 1859.

Oysters lying upon a soft bottom would depreciate in value. You wouldn't get first cost out of these oysters if you let them lay three years.

In the spring they get from the rocks the best oysters they can find; they cost from fifteen to twenty cents a hamper then in the boat; then they are planted; the following fall

they are taken up for the New York market; these are first-quality oysters, and are worth twenty-five to thirty cents a hamper, ready for market; I suppose it might cost ten cents a hamper to lift them and cull them.

Plants which we intend to leave on the beds for the longest possible time, we never give over ten cents a hamper for; we then stake out our ground large enough to hold a skiff-load, and then plant them thin enough for a two-years' growth; it takes about two years for these plants to become first-class oysters, then they commence dying. 10

These oysters are worth about the same price as the oysters that have lain six months; if the oysters are poor at the end of two years, you must plant them in other waters.

The range of prices for oysters in the Nansemond before the war, was from twenty-five to thirty cents a hamper, for the very best; they didn't go higher; they would sell as low as fifteen cents a hamper.

And being cross-examined he says—

I have sold oysters in New York city during the last five years. 20

The oysters I bought there, I bought for a man in New York; I cant tell now what were got for these years.

Q. What have you got for oysters in New York market during the last five years?

A. The oysters I have sold in New York market, I have sold by the count, except a few—those I sold by the bushel; I got for some, forty cents, and for some, fifty cents a bushel.

These cost me a little over twenty cents a sealed bushel—Virginia bushel.

The best oyster is the count; the next is the culling; the 30 third is the bushel.

Some were sold for \$6 a thousand, some \$9, and some \$4 a thousand.

These oysters I have been talking of were bushel oysters.

JOHN WHITE.

Taken, sworn to, and subscribed, this 7th day of August, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, M. C.

Whereupon the examination was adjourned to Tuesday, August 12th, 1873, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed, in the presence of the counsel for the defendants and the complainant, in person.

David Forshey, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live at 45 North Moore street, New York; I am not in
10 any business now; I have been in the oyster business all my life, in Virginia and here; I have been in the Virginia business for some time—mostly in the Nansemond river; in the first place I was buying oysters there and bringing them to New York; this was from about 1855 to 1858; I then built a sloop so I got her off in the spring; the name of the sloop was Maria Jane Lichtenstein; I was buying planted oysters, mostly, ready for market, up to 1858—then I went to planting myself; we got all oysters we could of the first class; I bought the best I could; to the best of my recollection I
20 never paid higher than thirty cents a hamper for what I bought; oysters were bought altogether by the hamper there, then; we always considered about three York bushels in a hamper; from 1858 to 1860, I was planting in the river.

Q. What were the oysters from that river worth between those years—1858 and 1860?

[Question objected to.]

A. We paid from ten to fifteen, sixteen and seventeen cents a hamper; sometimes there would be a deck load and we would jump at them; if they wasn't so clean culled we would
30 give what we thought we could afford for the load; I have had persons who would catch good oysters, and I have paid twenty-five cents a hamper for them, but they were ready for market.

I have planted oysters in the Nansemond river; I planted all the time we could get anything in there, up to 1866; some little bunches of oysters will live for a good many years, but they would not be profitable; oysters ought not to lie on the mud in the Nansemond river longer than two or three years.

I don't know what the nature of the bottom of that river is in front of the Wilson farm, only on the edge of the flat where I have anchored, there, it is muddy.

And being cross-examined, he says—

Oysters planted five or six years and ready for market, are not worth much more than box oysters—sometimes not so much.

Oysters lying in the Nansemond river five or six years, are not worth very much more than young plants; if they lie as long as that, there is no profit in them; if a man planted 10 oysters there and they were left five or six years, I doubt if he would get enough to pay him, unless they were on a hard piece of bottom, and I don't know where that is in the end of the river.

I used to know Peter Roff; I can't say that I know when he sailed the sloop Butler; I may have seen her there, but did not know who was in her.

I do not recollect seeing oysters loaded on the sloop Butler from in front of the Wilson farm.

I did not know the schooner Antoinette M. Aiken; I did 20 not see her load any oysters there to my recollection.

I think I have seen the schooner Caroline Coles, Captain Petit; but I never was on her when she was loading oysters; I knew the schooner Julia Decker; I never knew when Peter Roff was in her.

I can't say that I ever saw her load in front of the farm; I have seen her loaded.

And being again examined-in-chief, he says—

There might be some oysters that would live in the mud on that bottom from 1858 to 1865, but they would only be in 30 bunches where they were planted thick; in other places they would sink in the mud and drown.

DAVID FORSHEY.

Taken, sworn to and subscribed, this 12th day of August, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, M. C.

William Vancleef, a witness produced on the part of the defendant, being duly sworn, on his oath saith—

I am a seafaring man—coasting; I have been connected in the oyster trade in Virginia from 1852 to 1859, in all the rivers in Virginia—in the Nansemond river in 1858 and 1859; I have planted oysters there opposite Wilson's house, in front of his farm, in 1858 and 1859; I planted those oysters for Benjamin and William Decker; they furnished the money personally; the oysters were the largest oysters we
 10 could find anywhere; they were ready for market; they were thrown out there on purpose to fatten for the New York market; I saw some of those oysters in New York market that same fall; they came on a Long Island schooner; I think the Partridge; I planted seven cargoes of oysters in 1858 and 1859; two cargoes contained 760 hampers each; the others ran from that to 810.

Q. What did those oysters cost? [Question objected to.]

A. From ten to fourteen cents a hamper; I paid that for them.

20 Such bushels as I have seen them sell in New York, it would take four to a hamper.

And being again cross-examined, he says—

I bought the oysters I planted in front of the Wilson farm, in Virginia and Maryland; I bought some in Deep Creek, Accomack county, Va.; I brought them from there in my vessel for the Deckers; I got some at Langier Sound, and brought them to Nansemond for the Deckers.

WILLIAM VANCLEEF.

30 Taken, sworn to and subscribed, this 12th day of August, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Reinnie W. Ward, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live at Keyport; I have bought oysters in the Nansemond river, Virginia, at different times; I have bought from B. W. Wilson in front of his farm; they were small oysters, what we call bushel oysters—common sized oysters; I did

not take them up myself; I think it was thirty cents a hamper; it might be a little more or a little less.

REINNIE W. WARD.

Taken, sworn to and subscribed, this 12th day of August, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, *M C.*

Peter Metzger, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live at Keyport; I have been in the oyster business for forty years; I am connected with the Virginia trade a little, 10 and have been so connected for forty years, mostly in Nausemond county, both in planting and buying—buying mostly.

I don't know what oysters lying on the beds in Virginia, were worth, from 1857 to 1860; I bought oysters there, and brought them here and planted them; I have bought some very handsome oysters there.

Q. What did they cost you? [Question objected to.]

A. From twenty to thirty cents a hamper.

I have had oysters brought alongside of the vessel for thirty cents a hamper. 20

It costs from five to ten cents a hamper to raise them.

I know the nature of the bottom in front of Wilson's farm; the majority of it is pretty soft.

I shouldn't think an oyster bed could remain on such bottom more than three years profitably; mussels collect on them and mud, and it costs half as much as they are worth to get them up.

I should think it would cost more to take up oysters from such a bottom than a hard bottom; there is a great deal of mud to contend with. 30

Oysters on such a bottom die sooner and more rapidly than on a hard bottom.

In taking them up we would have not only the mud, but more or less shells.

Oysters planted on such a bottom in 1858, and left until 1863, would be mostly under the mud; a few of them might be good.

The oysters that I bought in Virginia would go about three bushels to a hamper.

And being cross-examined, he says—

The size of a hamper in Virginia varies in size somewhat, but all that I bought were from about the same sized hamper; I bought principally on the James and Elizabeth river; my hampers would hold about three bushels; I have not seen persons loading there with hampers holding from a bushel and a half to two bushels.

A New York bushel will be about three to a flour barrel.

I have bought oysters in Virginia for twenty-five cents a hamper that were worth more than oysters three, five or six years old; that would not be the average of the cargo.

PETER METZGER.

Taken, sworn to and subscribed this 12th day of August, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Tuesday, August 19th, 1873, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

Abraham Latourette, a witness produced on the part of the defendant, being duly sworn, on his oath saith—

I reside at Staten Island; I have been in the oyster business for about thirty years; I have bought oysters in Virginia, I never planted any there; I have laid out oysters there; laying out is different from planting; where you lay out you only do it waiting for a load.

Since 1834 I have bought oysters in Virginia every year.

In 1858, 1859 and 1860, good New York marketable oysters could be bought in the Nansemond and neighboring rivers for from twenty-five to thirty cents a hamper, that was delivered alongside.

It would cost from ten to fifteen cents a hamper to tong them up off the beds.

A hamper will hold, on an average, from two and a half to three bushels New York measure.

Take good, fair oysters, it will take one hundred and fifty box counts to make a bushel, and two hundred and fifty cull

counts to a bushel ; it depends on where you plant oysters how large they grow ; in the Nansemond river they do not grow very rank.

And being cross-examined, he says—

I have bought oysters in different rivers in Virginia ; in the Nansemond, Chuckatuck, Black river—western branch ; I can't tell who I bought from ; the oysters I bought had been planted about two years.

I bought of B. W. Wilson in the Nansemond, in 1857, 1858 and 1859 ; he brought them out of the river to me ; they were planted oysters ; I did not see what beds he took them from ; I don't know anything about that ; I never loaded any planted oysters up the river ; my sloop did, though ; I wasn't in her ; I was outside the dock, in another vessel.

No oysters grow in the Nansemond river large enough for extras, except natural growth ; oysters planted in the Nansemond depreciate after being planted two years ; they get all their growth the first year, or at the best in two years.

Box oysters will run from four hundred and fifty to six hundred to a barrel ; it depends on how they are handled, and whether they are scraggy, or long, or round.

The oysters I bought for twenty-five to thirty cents a hamper, were bought to lay out in Princes Bay, to fit them for the fall market.

The oysters I buy will lose about ten per cent. in the culling.

Old plants, of four or five years old, fat and fit for market, are not worth any more than the oysters I bought for planting ; I can't tell if they are worth more to sell ; I never bought oysters to sell without planting.

I never could buy any oysters out of the Nansemond river fit for market.

[Objected to by complainant.]

I never was up to Wilson's place and saw vessels loading oysters there ; I don't know exactly where Wilson's ground is staked off.

ABRAHAM LATOURETTE.

Taken, sworn to and subscribed this 19th day of August, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Benjamin Decker, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

The *Julia Decker* was launched in the month of August, 1860; she arrived here in November, 1860.

I believe I have the lists of the cargoes of oysters brought in the *Julia Decker*, the others I have not; I don't know what has become of them; the list of the *Julia Decker* shows the kind of oysters.

I have some lists of oysters that were taken from the Nansmond river with me.

[Complainant objects to the lists being used in evidence.]

[Witness being shown two lists marked *Exhibits D 5* and *D 6*, says]—These are the lists of the oysters brought by the Two Brothers.

[Being shown two other lists, says]—These are the lists of the oysters brought by the Florida.

These oysters were sent to me by Wilson; these lists show the number of box counts, the number of cull counts, and the number of bushel oysters in each cargo.

I have figured up to see how many were contained in the Two Brothers on February 22d, 1858; in that cargo there were 79,200 box; one hundred and fifty box counts will make a New York bushel; that equals 528 bushels; there were 88,800 culls; there are two hundred and fifty culls to a bushel, making 355 1-5 bushels; there were also 256 bushel oysters in that cargo.

In the Two Brothers, of March 30th, 1858, the list *D 6* shows the number of oysters.

In that cargo there were 111,475 box counts, equaling 743 1-6 bushels; of culls there were 124,600, equaling 498 2-5 bushels; there were also 146 bushels oysters.

On the Florida, of January 22d, 1858, there were 93,050 counts, equaling 620 $\frac{1}{2}$ bushels; 181,150 culls, equaling 632 3-5 bushels 7; bushels bushel oysters.

In the Florida, of February 11th, 1858, there were 84,000 counts, equaling 560 bushels; 115,700 culls, equaling 462 4-5 bushels; 34 bushel, equaling 34 bushels.

The total number of bushels received in those four cargoes, amounted to 4,841 bushels, calculating 100 counts to a bushel and 250 culls to a bushel.

The whole number of bushels of box counts in the four cargoes is 2451; bushels of culls, 1,947; bushels of bushel oysters, 443.

These four cargoes were a fair average of the kind and quality of oysters received by me in the Butler, the Caroline Coles, the Aiken and the Julia Decker.

Q. Do these four cargoes contain as many counts and culls to the bushel as the cargoes mentioned in the order of reference in this cause?

A. Yes, and more. 10

They average as well as those in the order of reference if not better.

I believe I have calculated how many bushels of the different kinds of oysters these cargoes would turn out to the 1,000 bushels.

[Objected to by complainant.]

It is 506 bushels counts, 402 bushels culls, 91 bushels bushels; the other bushel is lost in the fractions.

These oysters were as good as those received by the Decker and other vessels, and would over-average, I think. 20

I have been in the oyster business forty years and over.

Q. What were such oysters as those received in the vessels named in the order worth, delivered alongside in the Nansmond river?

[Objected to by complainant, because the witness has sworn he never was there.]

A. Twenty-five to thirty cents a hamper.

It would cost all of ten cents a hamper to take them up and deliver them alongside; in addition to that, I had to be at the expense of separating them into counts, culls and bushels. 30

From 1857 to 1860, a hamper would hold three New York bushels; they would average that per cargo.

And being cross-examined, he says—

To the best of my belief the sum total of the different kinds of oysters is correct.

Exhibits D 3, D 4, D 5 and D 6 are all in my handwriting.

I remember the time when I wrote this; I took this from the score-book; my brother kept the score-book.

To the best of my knowledge, all the writing in the score-

book was in my brother's handwriting; Arthur Moore and Michael Simmons may have kept part of it; I cannot swear who kept the score-book.

I don't know that I have heretofore sworn that part of the score was kept on pieces of paper and cards, and thrown away.

To the best of my knowledge, all the oysters taken out of the cargoes were entered in the score-book.

I believe the score-book is correct; I know it was presented
10 to me, and I supposed it was correct; I acted on it as such.

I know that the lists are correct.

I know the score-book was handed to me, and I copied it, and I was satisfied it was right.

I can't give you any further answer about the score-book, because I don't know anything else to answer; my brother told me it was a correct list at the time; he was then a partner of mine.

I think I have told you all I know about it; all I know about it is what my brother told me and the score-book.

20 I believe all the handwriting in the score-book was my brother's; no one that I know of, except my brother, kept the score-book; I don't know what became of the cards and pieces of paper on which the scores were written.

I never bought any oysters in the Nansemond river; I sent money there to buy oysters.

The oysters in these scores were more than a fair average of the cargoes named in the order.

I do not know, of my own knowledge, where the Florida loaded; the captains told me they loaded in the Nansemond
30 river.

I don't know where the Julia Decker loaded any more than the captains told me when they came here.

I don't know where any of the vessels loaded, except what the captains told me.

And being again examined in chief, he says—

These lists contain the oysters of those cargoes so far as they were paid for when delivered; we collected by them.

BENJAMIN DECKER.

Taken, sworn to, and subscribed, this 19th day of August,
A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

William Decker, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I am a partner of my brother Benjamin, and have been for years; I was so from 1857 to 1860; I recollect these four cargoes from the Florida and Two Brothers; I recollect the cargoes brought by the Aiken, the Caroline Coles, the Butler and the Julia Decker. 10

Those four cargoes averaged as good an oyster and as valuable a kind, as these cargoes in the order; we have bought oysters in the Virginia rivers by our agents.

Q. What can oysters, such as were in the cargoes of the vessels named in the order, be bought for, alongside, in the Virginia rivers, between 1857 and 1860.

[Question objected to, as witness testifies that he never bought any here.]

A. From twenty to thirty cents a hamper; it would cost from ten to fifteen cents a hamper to deliver them alongside. 20

There were from three to four New York bushels in a hamper, before the war.

A basket in New York is considered a bushel, and known and sold in the market as a bushel.

It will take four New York baskets to fill a flour barrel; I have seen more than that go into a barrel; I have sold and bought many that would take four to five to fill a barrel.

There will go about one hundred and fifty box counts in a bushel, and two hundred and fifty cullens in a bushel.

And being cross-examined, he says— 30

Oysters do not sell by half bushels; they sell by the baskets.

I know what a half bushel measure is; I have never seen oysters measured in a half-bushel.

Men around the market have about the same sized measures.

I was not present when these oysters were purchased in

Virginia; all I know about it is what my agents and the captains of vessels to whom I gave money told me about it.

I have been in the oyster business about twenty-five or thirty years; I have been in the business about forty-three years; about one year of the time I was sick and out of business.

I was not in the pocket-book-dropping business at any time.

I have been a partner of Benjamin Decker since 1848.

10 I don't know how much these baskets hold that go four to a barrel; I think they are scant of a bushel; I don't know that they are twenty-five per cent. scant.

If a man comes to buy a bushel or a basket of oysters, I give him a basket of oysters; I give him what he buys, and if I ask him a dollar for the basket I want my full pay.

WILLIAM DECKER.

Taken, sworn to, and subscribed, this 19th day of August, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINÉ, *M. C.*

20 Examination of witnesses, &c., in the above entitled cause, on the part of the complainant, taken before me, Isaac Romaine, a master and examiner of said court, at my office, No. 111 Washington street, Jersey City, on Friday, September 5th, 1873, at ten o'clock in the forenoon, in the presence of James B. Vredenburgh, counsel for the complainant, and Charles H. Winfield, counsel for the defendants.

Skidmore W. Pettit, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

30 I am sixty years old; I live in Atlantic City, New Jersey; I am a coaster, and follow the water, and buy oysters seven months in the year; I have bought oysters in the waters of Virginia and Maryland; I have bought oysters at the mouth of the Nansmond river every year, except during the war; that is the river where Bassil W. Wilson lived; I have brought

oysters from there for the Deckers; previous to the war I paid forty-five cents on an average for oysters, by the basket; the baskets would hold about a bushel and a half; I bought them as low as I could, and I presume as low as others who bought the same quality of oysters; I know I bought them as low; I was employed by the charter to bring oysters here; in the spring they were planted, and left for from three to eight months; those oysters would not be merchantable oysters to sell in the New York market, when we brought them here. 10

I don't think these oysters would be worth more than one-third as much, bushel for bushel, as the oysters I brought for the Deckers, from the front of the Wilson farm; the oysters I took on board from the front of the Wilson farm were worth one-third more, I should think, than those taken on board at Ferry Point, on account of their size; the oysters loaded down by the house—had the most extras among them; I have bought a great many cargoes of oysters, fat and fit for market, and brought them here.

One winter during the war I paid as high as \$1.50 a basket; I made profitable trips, paying that price; two winters in succession during the war I sold for from \$1.50 to \$1.10 a basket; the baskets we bought would average fully two, perhaps more, of the baskets we sold; the oysters we paid \$1.50 a basket for would not run as large, and had more small ones in than those we took from the front of the Wilson farm.

The oysters we took in at the Wilson farm were all culled and fit for counting when we got to the New York market; the oysters we bought at these prices I have stated, were just as they came off the beds, large and small, and shells and all. 30

I know there are persons in the Nansemond who sell oysters as bushel oysters, and they are brought here and sold as bushels.

Before the war I paid for these bushel oysters fifty cents a basket, containing not over a bushel and a half; these oysters would be fit for market.

I commenced coming into Washington Market with an oyster sloop thirty-five years ago; I know Benjamin and Wil-

liam Decker; I have known William Decker, I should say, twenty-five or thirty years.

I have seen pocket-book dropping around Washington Market.

And being cross-examined, he says—

I was called here to-day from Atlantic City by Mr. Ruckman; I got a despatch from him day before yesterday; I have had business associations with Ruckman; we have been together in the oyster business, and owned vessels together; we have been so connected for seven years; I arrived from Atlantic City yesterday, at two o'clock; I saw Ruckman yesterday; I saw him first at the Erie depot; he left word at Mr. Bitts', corner Liberty and Washington streets, to meet him there; he took me to his house, to stay over night; when I first met him he said he wished to prove by me the value of those oysters; I don't remember that either of us spoke of it after that first meeting yesterday afternoon; he did not tell me what had been sworn to as the value, and I don't know now; I do not expect to be paid for coming here; I give my time and expenses for nothing; I would do any favor of that kind for a friend; if Mr. Ruckman should offer to pay my expenses I should take it; I am a poor man; I make no charge, that is what I mean by doing it gratis; he has not intimated to me in some way that I was to be paid for my trouble; the fare from Atlantic City here is \$5.25; I suppose the same back, besides the expense of eating and drinking; it will take three days of my time to come and get back home; I give three days' time and all my expenses without expectation of remuneration.

30

S. W. PETTIT.

Taken, sworn to and subscribed, this 5th day of September, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Saturday, September 6th, 1873, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel for the complainant.

William H. Totten, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I reside in the city of Hoboken, New Jersey; I am forty-two years of age; I am in the oyster business; I have been in the oyster business almost all my life; I am acquainted with planted oysters, Virginias and others; I know the difference between oysters of one year's planting, and oysters of three or four years' planting; I know that from handling 10 them.

Oysters of four or five years old, and fat, are worth four or five fold more than oysters equally fat, of one year old; I have had oysters of both kinds many times.

W. H. TOTTEN.

Taken, sworn to and subscribed, this 6th day of September, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Monday, September 8th, 1873, at ten o'clock in the forenoon, at the 20 same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

William H. Nafew, a witness sworn on the part of the complainant, says—

I am over sixty years of age; I have been in the oyster business some thirty years; I am familiar with the different qualities of oysters from Virginia and other places.

Of oysters of five years old, and oysters of one year old, grown in the same river and equally fat, those of five years 30 would produce more extras, and I should suppose would run from one-quarter to one-third extras.

W. H. NAFEW.

Taken, sworn to and subscribed, this 5th day of September, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Thursday, September 11th, 1873, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

Henry Miller, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I live at Port Richmond, Staten Island; I am fifty-six years of age; my business is planting and selling oysters; I 10 have been in that business thirty-three or four years.

I have seen new plants worth as much as old plants.

As a rule, oysters equally fat, and some five years old, and some one year old, and some larger than others, the larger would be worth the most; I should think they would be worth one-eighth more; perhaps more or less; the larger ought to contain more extras; if the old ones were all extras, and the new plants box, they might be worth one-eighth more.

HENRY MILLER.

Taken, sworn to and subscribed, this 11th day of September, 20 A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Joseph Elsworth, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I live at Bayonne, Hudson county, N. J.; I am forty-three years of age; my occupation is the oyster business; I have been engaged in that business for fifteen years in all its branches.

I should think oysters five years old, fat, and fit for market, and raised in the same river with oysters one year old, ought 30 to be worth one-third more than one year old oysters are.

JOSEPH ELSWORTH.

Taken, sworn to and subscribed, this 11th day of September, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Monday, September 15th, 1873, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the complainant in person.

Elisha Ruckman, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I am the complainant in this action; of oysters planted in the same river and equally fat, and fit for market, those of four to five years old would be worth one-third more than those of one year old—per bushel—of the same measurement, either in New York or on the beds in Virginia; in 1863 and 1864, I paid in Virginia \$1.50 per basket of two New York bushels; for many thousand bushels; they would run one-third bushels, one-third cullings, and one-third box, no extras in them; and knew many others to pay the same; when northern vessels are not buying oysters there on account of the warm season, I have known oysters to sell for one-half to three-quarters of what they would when the vessels are there; it is on account of there being no purchasers, except the planters in Virginia waters to buy them, which is no average of the market when northern vessels are there to buy.

ELISHA RUCKMAN.

Taken, sworn to and subscribed, this 15th day of September, A. D. 1873, at Jersey City, before me.

ISAAC ROMAINE, M. C.

In pursuance of a decree to account, made by said court in the above entitled cause, bearing date on the fifteenth day of February, eighteen hundred and seventy-three, whereby it was decreed that certain oysters, the property of the complainant and Bassil W. Wilson, were taken by the defendants and converted to their use, of which oysters five thousand bushels were taken by Skidmore W. Pettit, in his schooner *Caroline Coles*, and delivered to the defendants by their order,

in the winter of eighteen hundred and fifty-eight and eighteen hundred and fifty nine (1858-59), and that five thousand bushels of said oysters were so taken and delivered by Peter Roff, in the years eighteen hundred and fifty-seven and eighteen hundred and fifty-eight (1857-58), in his vessel, the Butler, and that twenty thousand bushels of said oysters were so taken and delivered by Peter Roff, acting as pilot of the Aiken, in the winter of eighteen hundred and fifty-eight and eighteen hundred and fifty-nine (1858-59), and that twelve
10 thousand bushels of said oysters were so taken and delivered by Peter Roff, in the Julia Decker and the Aiken, in the winter of eighteen hundred and fifty-nine and eighteen hundred and sixty (1859-60), and that eight hundred bushels of said oysters were so taken and delivered by Captain Joline, in the winter of eighteen hundred and fifty-nine and eighteen hundred and sixty (1859-60) in the Butler, and ordering that it be referred to Isaac Romaine, one of the masters of this
20 court, to ascertain and report the value per bushel of the said quantities of oysters in the several years and at the several times when the same were so taken, and as the same were then lying and being upon the aforesaid beds in the Nansmond river, and that the said master do take and state an account of the value of one half of the several quantities of oysters, so taken as aforesaid in the seasons aforesaid, stating each season separately, together with lawful interest on the value ascertained in each season, and in stating said account the said master is to compute interest on the value so ascertained in each season, from the first day of May at and following the close of each of said seasons up to the date of his
30 report. I have been attended by the complainant and his solicitor, and by the defendants and Charles H. Winfield, the counsel of said defendants, and in their presence or by their consent, have taken the depositions hereto annexed which form a part of this my report, and have considered said evidence and the matters referred to me by the said order.

08 And I would respectfully report that the value per bushel of the five thousand bushels of oysters taken by Skidmore W. Pettit, in his vessel, Caroline Coles, in the winter of eighteen hundred and fifty-eight and eighteen hundred and fifty-
40 nine as the same were then lying and being upon the Wilson

beds, in the Nansemond river, in Virginia, is the sum of ninety-six and fifty-three hundredths cents (.96.53) for twenty-five hundred bushels, and the sum of sixty-seven and ninety-six hundredths cents (.67.96) for twenty-five hundred bushels.

And that the value per bushel of the five thousand bushels of oysters taken by Peter Roff, in his sloop, the Butler, in the winter of eighteen hundred and fifty-seven and eighteen hundred and fifty-eight, as the same were then lying and being upon the Wilson beds, in the Nansemond river, in Virginia, is the sum of ninety-five and twenty-eight hundredths cents 10 (.95.28.)

And that the value per bushel of the twenty thousand bushels of oysters taken by Peter Roff, in his vessel, the Aiken, in the winter of eighteen hundred and fifty-eight and eighteen hundred and fifty-nine, as the same were then lying and being upon the Wilson beds, in the Nansemond river, in Virginia, is, for four thousand bushels, the sum of ninety-five and twenty-eight hundredths cents (.95.28), and for sixteen thousand bushels, the sum of sixty-six and seventy one hundredths cents (.66.71.) 20

And that the value per bushel of the twelve thousand bushels of oysters taken by Peter Roff, in the vessels, the Julia Decker and the Aiken, in the winter of eighteen hundred and fifty-nine and eighteen hundred and sixty, as the same were then lying and being upon the Wilson beds, in the Nansemond river, in Virginia, is, for four thousand bushels, the sum of ninety-six and fifty-three hundredths cents (.96.53), and for eight thousand bushels, the sum of sixty-seven and ninety-six hundredths cents (.67.96.)

And that the value per bushel of the eight hundred bush- 30 els of oysters taken by Captain Joline, in his vessel, the Butler, in the winter of eighteen hundred and fifty-nine and eighteen hundred and sixty, as the same were then lying and being upon the Wilson beds, in the Nansemond river, in Virginia, is the sum of ninety-six and fifty-three hundredths cents (.96.53.)

And I do further report that the value of one-half of the oysters taken by Skidmore W. Pettit, in his vessel, the Caroline Coles, in the winter of eighteen hundred and fifty-eight and eighteen hundred and fifty-nine, as they were lying and 40

being upon the planted beds in front of the Wilson farm, in the Nansemond river, with interest thereon from the first day of May, eighteen hundred and fifty-nine, to the date hereof, is the sum of four thousand two hundred and ninety-nine dollars (\$4299.)

And that the value of one half of the oysters taken by Peter Roff, in his vessel, the Butler, in the Winter of eighteen hundred and fifty-seven and eighteen hundred and fifty-eight, as they were then lying and being upon the planted
10 beds in front of the Wilson farm, in the Nansemond river, in Virginia, with interest thereon from the first day of May, eighteen hundred and fifty-eight, to the date hereof, is the sum of five thousand one hundred and forty-seven dollars and ten cents (\$5147.10.)

And that the value of one-half of the oysters taken by Peter Roff, in his vessel, the Aiken, in the winter of 1858-59, as they were then lying and being upon the planted beds in front of the Wilson farm, in the Nansemond river, in Virginia, with interest thereon from the first day of May, eighteen hundred and fifty-nine, to the date hereof, is the sum of fifteen
20 thousand one hundred and forty-two dollars and sixty-five cents, (\$15,142.65.)

And that the value of one-half of the oysters taken by Peter Roff, in his vessels, the Julia Decker and the Aiken, in the winter of 1859-60, as they were then lying and being upon the planted beds in front of the Wilson farm, in the Nansemond river, in Virginia, with interest thereon from the first day of May, eighteen hundred and sixty, to the date hereof, is the sum of nine thousand three hundred and ninety-four
30 dollars and eighty-six cents, (\$9,394.86.)

And that the value of one half of the oysters taken by Captain Joline, in his vessel, the Butler, in the winter of 1859-60, as they were then lying and being upon the planted beds in front of the Wilson farm in the Nansemond river, in Virginia, with interest thereon from the first day of May, eighteen hundred and sixty, to the date hereof, is the sum of seven hundred and eighty dollars and twenty-seven cents, (\$780.27.)

And that the whole amount for which the defendants are to account to the complainant, is the sum of thirty-four thousand
40 seven hundred and sixty-three dollars and eighty-eight cents,

(\$4,763.88) as will appear by the schedule hereunto annexed, making a part of this my report, and to which, for greater certainty, I refer.

All which is respectfully submitted, December 1st, 1874.

ISAAC ROMAINE, *M. C.*

SCHEDULE.

Value of the five thousand bushels of oysters taken by Skidmore W. Petit, in his vessel, the Caroline Coles, in the winter of 1858-59.

Twenty-five hundred bushels, at ninety-six and fifty-three hundredths cents, (96.53).....	\$2,413 25	10
Twenty-five hundred bushels, at sixty-seven and ninety-six hundredths cents, (67.96)	1,699 00	
	<u>2 4,112 25</u>	

Value of one-half of said oysters.....	\$2,056 12.5	
Interest thereon from May 1st, 1859, to December 1st, 1874—fifteen years and seven months.....	2,242 88	

Amount due for one-half of said oysters, this 1st day of December, 1874.....	\$4,299 00	20
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Value of the five thousand bushels of oysters taken by Peter Roff, in his vessel, the Butler, in the winter of 1857-58, at ninety-five and twenty-eight hundredths cents per bushel. 2	\$4,764 00	20
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Value of one-half of said oysters...	2,382 00	
Interest thereon from May 1st, 1858, to December 1st, 1874—sixteen years and seven months.....	2,765 10	

Amount due for one-half of said oysters, this 1st day of December, 1874.....	\$5,147 10	30
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Value of the twenty thousand bushels of oysters taken by Peter Roff, in his vessel, the Aiken, in the winter of 1858-59.		
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	Four thousand bushels, at ninety-five and twenty-eight hundredth cents, (95.28) per bushel.....	\$3,811 20	
	Sixteen thousand bushels, at sixty-six and seventy-one hundredth cents, (66.71) per bushel.....	10,673 60	
			2 14,484 80
	Value of one-half of said oysters....	\$7,242 40	
10	Interest thereon from May 1st, 1859, to December 1st, 1874—fifteen years and seven months.....	7,900 25	
	Amount due for one-half of said oysters, this 1st day of December, 1874.....		\$15,142 65
	Value of the twelve thousand bushels of oysters taken by Peter Roff, in the vessels the Julia Decker and Aiken, in the winter of 1859-60.		
	Four thousand bushels, at ninety-six and fifty-three hundredth cents, (96.53) per bushel.....	\$3,861 20	
20	Eight thousand bushels, at sixty-seven and ninety-six hundredth cents, (67.96) per bushel.....	5,436 80	
			2 \$9,298 00
	Value of one-half of said oysters....	\$4,649 00	
	Interest thereon from May 1st, 1860, to December, 1st, 1874—fourteen years and seven months.....	4,745 86	
	Amount due for one-half of said oysters, December 1st, 1874.....		9,394 86
30	Value of the eight hundred bushels of oysters taken by Captain Joline, in his vessel, the Butler, in the winter of 1859-60, at ninety-six and		

fifty-three hundredth cents, (96.53)		
per bushel.....	2	\$772 24
Value of one-half of said oysters....		386 12
Interest thereon from May 1st, 1860, to December, 1st, 1874—fourteen years and seven months.....		394 15
Amount due for one-half of said oysters, this 1st day of December, 1874.....		\$780 27
Amount due complainant for one-half of all of said oysters and interest, this 1st day of December, 1874.....		\$34,763 88
		ISAAC ROMAINE.

Rule Nisi.

[Filed February 23, 1875.]

Upon reading and filing the report made in this cause by Isaac Romaine, Esquire, one of the masters of this court, bearing date the 1st day of December, A. D. 1874,

It is ordered, that the said report, and all matters and things therein contained, do stand in all things confirmed according to the tenor and true meaning thereof, unless the defendant shall, within eight days after notice thereof, show good cause to the contrary.

By the court :

H. S. LITTLE, *Clerk.*

Entered by

JAMES B. VREDENBURGH,
Solicitor of the Complainant.

State of New Jersey, County of Mercer, ss.—James B. Vredenburg being by me duly sworn, on his oath says, that

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he served a true copy of the within rule on Henry S. Little, Esquire, solicitor of defendants, by handing the same to him personally, on the 23d day of February, A. D. 1875.

JAMES B. VREDENBURGH.

Subscribed and sworn to, this 25th day of February, A. D. 1875, before me.

BENJ. F. LEE, *Clerk Supreme Court.*

Depositions for Complainant.

[Filed April 12, 1876.]

- 10 Examination of witnesses, &c., in the above entitled cause, on the part of the complainant, taken before me, Isaac Romaine, a master and examiner of said court, at my office, No. 7 Exchange Place, Jersey City, on Friday, September 24th, 1869, at ten o'clock in the forenoon, in the presence of James B. Vredenburgh, solicitor for the complainant, and no person appearing for the defendant.

Whereupon the examination was adjourned to Thursday, September 30th, 1869, at ten o'clock in the forenoon, at the same place.

- 20 At which time and place the examination was proceeded with, in the presence of counsel for complainant.

Samuel Acken, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I reside at Piscataway, near New Brunswick, New Jersey; I follow the water, and am in my fifty-seventh year; I know Basil W. Wilson and the Deckers, the defendants; I also know Elisha Ruckman.

I know the farm on the Nansemond river, in Virginia, on which Wilson lived, some years ago.

- 30 I know the farm he lived on in 1861; I was on his farm

there; I mean the farm on which Bassil W. Wilson lived, on the Nansemond river, Virginia.

At the time, I was freighting for Wilson and the Deckers; I commanded the Antoinette M. Aiken.

I have brought oysters from the ground in front of that farm.

I was freighting for them in 1858; I think that was the first of my freighting, and whether I loaded the first cargo for them in front of this place or further up the river, I don't know; sometimes we brought parts of loads from in front of this farm; I have brought full loads from in front of the farm; I can tell one load I brought, and the particular date on which I brought it.

The last oysters that I brought from Wilson for the Deckers was in 1861, in April; the morning that the navy yard was burnt I came out.

From the first to the last I must have brought some seventeen or eighteen cargoes from Wilson to the Deckers; we would vary in the loads we would bring, from fourteen hundred to eighteen hundred hampers for a cargo; hampers hold from two and a half to three bushels.

The oysters that I took from the flats in front of Wilson's place were some of them very large, some middling size; I shouldn't wonder if I had brought oysters from there that had laid there five years.

One can tell from the appearance of an oyster, very nearly, its age—how long it has been planted.

The oysters that I brought from opposite Wilson's farm had laid there two or three years; some of them longer.

The oldest plants we call counts. 30

Their value in reference to new plants are that the counts are worth as much again as new plants.

I brought all the cargoes to the Deckers; they were always consigned to them; when I say the Deckers, I mean Benjamin and William Decker; they were the head; they paid all the bills; they received the oysters and paid me my charter money.

I couldn't, positively, say how many full cargoes I got from in front of this farm—three or four full cargoes; the last cargo I loaded I loaded from there; it was in 1861. 40

The oyster bed, in front of this farm, was staked off so it could be easily distinguished; I one day walked over nearly the whole of it with Mr. Wilson, when the tide had left it.

I don't remember whether it was in 1858 or 1859 that I walked over this oyster bed; I think it was in 1859; the tide was very low; there were oysters there then; they were old plants; I couldn't tell how many cargoes I finished loading there; I didn't keep a minute of them; I do not remember the dates when I took these two or three cargoes from that
10 place, but I took them somewhere about February 10th, March 29th and April 23d; this was my last cargo; they were all in 1861; I couldn't give the dates when I finished loading cargoes there; I finished loading there more than once; I cannot say if I was there three or four times.

The beds that I walked over were very large; it was a large flat, covering acres and acres; I could not tell how many acres; it was a large front that Bassil W. Wilson claimed.

I know of different captains taking cargoes from the flats in front of Wilson's farm; the name of one captain was Dunkin,
20 and another Richard Rhodes; I have seen these captains loading, or finishing loading their vessels there; the name of the vessel that Rhodes commanded was the Partridge; I don't remember the name of Dunkin's vessel; I took it that sometimes they loaded there and sometimes finished loading there, the same as I did—and I presume with the same kind of oysters; they were all consigned to the Deckers; the Deckers had charge of them here, getting them out, just as I was.

When we walked over the flats, from which we loaded our cargoes in front of Wilson's, we saw old plants there; as they
30 tong them up they take them up in places very clean, and in some places they are left quite thick; there were places where you could pick up baskets full; these plants that I saw in patches were four or five years old. SAMUEL ACKEN.

Taken, sworn to and subscribed, this 30th day of September, A. D. 1869, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Tuesday, November 9th, 1869, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed, in the presence of complainant, no person appearing for the defendants, although their solicitor was duly notified of the examination.

Peter W. Roff, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I live in Brooklyn; I am sixty-six years old; I am a boatman, and have been such for fifty-one or two years; I have been a boatman all my life; I know Benjamin and William Decker; I know Bassil W. Wilson; I have known Wilson forty years—and I don't know but longer; I have known the Deckers ten or fifteen years; the Deckers have been in the oyster business since I knew them; Wilson is a boatman and oysterman; when I first became acquainted with him, he was bringing oysters from the Nansemond river, Virginia, and other places—wherever he could get a load.

I know the complainant, Elisha Ruckman.

Q. Did you, from 1856 to 1861, freight or transport oysters from the Nansemond river, in Virginia, to New York, and for whom? 20

A. Yes, sir; and they were consigned to Benjamin and William Decker.

Bassil W. Wilson always loaded me in Virginia.

I know the farm on which Wilson lived; it is located in Nansemond, on the Nansemond river, Virginia—on the western side of the river.

I have known him to live there fifteen or twenty years; I know he lived there some years before I brought oysters from there.

I never knew that Ruckman planted oysters with Wilson in the river, in front of that farm, except from hearsay; Wilson never told me that he did. 30

I have seen Mr. Wilson plant oysters there; I do not know who he planted them for.

I am acquainted with the oyster business pretty well, I think.

I first commenced loading oysters from in front of the farm on which Wilson lived, when I was on the Butler; I don't know how many years ago that was; I loaded oysters from there four winters before the war commenced; we stopped 40

taking oysters from there in 1861, at the time the Norfolk navy yard was burnt; I came out the morning after that; I was loading at that time.

I run from there five or six times the first winter; almost every trip we would take part of a load from the river in front of this farm; sometimes we would take a whole load from there.

20 The Butler would turn out about two thousand bushels of oysters a load—northern measure; the oysters were part old oysters and part young; a majority of the load would be old oysters.

From their appearance, they had been planted from a year and upwards; after they are planted a year, it is impossible to tell how long they have been planted, but they were old plants.

The oysters which I brought in the sloop were old oysters, and they had, in my judgment, been planted there more than a year.

20 The schooner, the Brothers, took oysters from there the same season that I did; I think she ran three loads from there; I think she would carry at a load rather more than the Butler—she was a bigger boat.

I have seen her there loading.

These three loads were taken to the Deckers; I don't know of any other vessel taking oysters from there that winter.

That season we sold oysters for from \$6 and \$8 a thousand, up to \$12 a thousand.

20 It would take about a hundred big oysters to make a bushel, but they were not sold by the bushel—they were sold by the count.

30 From what the Deckers told me, those five cargoes brought from \$1,500 to \$2,700 a cargo; the largest price a cargo sold for, the Deckers told me, was \$2,700.

From the market, and the quality of oysters, I should think at that time they brought that price.

I brought from there the second season either five or seven cargoes; I am not certain; I brought them in the Antoinette M. Aiken; I was the pilot of the Antoinette M. Aiken, and captain of the Butler.

I was in the Aiken three winters; I carried all of ten loads in the Antoinette Aiken in the three winters.

These loads would turn out in New York four thousand to four thousand five hundred bushels; in Virginia we would take in from three thousand two hundred to three thousand four hundred baskets.

Part of these were old oysters, but I do not think we carried as many old oysters in the Aiken as we did in the Butler.

I suppose in the Aiken we carried seven full loads of 10 oysters from in front of the farm.

I suppose we would average four hundred or five hundred bushels of old oysters every trip with the Aiken.

The big oysters would sell in New York for about the same price as the Butler's oysters; the old oysters would run about three baskets of big ones to one of little ones.

Once the cargo of the Antoinette M. Aiken was counted out in one day; I think the price got for the cargo was greater than that of the cargo which sold for \$2,700, in proportion to the number of bushels. 20

I made one trip in the Julia Decker, the first trip she made; we loaded her whole load in front of the farm; we went one season in the Butler, the next in the Antoinette Aiken, and the first trip the next season we made in the Julia Decker.

The Julia Decker carried about as much as the Antoinette Aiken; they were about the same tonnage.

I have no doubt there were more old oysters in the Julia Decker than in the others; it was a very good load.

I think full one-third of this load was big oysters, if not more. 30

The oysters were as good as any we brought from there.

The only other vessel that I know carried oysters from there was the Partridge; she made eight or nine trips that winter, and had a good market.

This vessel loaded chiefly from in front of the farm; I never saw her up the river; I always saw her in front of the farm, and I have taken oysters from there at the same time; she would take her oysters to the Deckers.

I don't know how many loads the Julia Decker took after I left her. 40

The Partridge would take about two thousand bushels to a cargo.

I think I carried at least ten loads from the front of that farm in the Aiken.

All these cargoes we brought to the Deckers.

PETER W. ROFF.

Taken, sworn to and subscribed, this 9th day of November, A. D. 1869, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

- 10 Whereupon the examination was adjourned to Tuesday, November 16th, 1869, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed, in the presence of the complainant, no person appearing for the defendant.

Peter W. Roff, being recalled on the part of the complainant, says—

- I am acquainted in the Nansemond river; I know where old Ferry Point is, in that river; it is about two miles, as
20 near as I can judge, from the Wilson farm.

When I arrived in New York with a load of oysters for the Deckers they would ask me if I loaded above or below, and I would answer them where I actually did load; this would occur every trip.

When they asked me if I loaded above or below, they would mean Ferry Point, or great shoal; the last place is directly in front of the farm.

- The oysters would be larger and better in quality from great shoal; these oysters would bring more money than those
30 from above; they always had plenty for me to load from below, except once, when I had to wait a little while for a load.

I have brought oysters from Virginia on my own account, buying and selling cargoes; old oysters are worth more in Virginia and New York, both, than new plants; old plants are generally worth one-third more.

Small oysters planted three years will increase about four to one, in bulk; that is my experience.

I commenced bringing oysters from Virginia in 1823, and my experience runs from that time to 1861.

Wilson sent letters with me to the Deckers, I think, most every trip, and I would deliver them.

It is the custom to report to parties interested in the cargo, where the oysters are taken in; the oysters we brought from Virginia were generally very good the first season; they were very good—couldn't be beat—two seasons; they were good 10 the last season; they were not so good, but as good as any oysters in market.

Ferry Point and in front of the farm were the only places we loaded; I don't know whether the Deckers knew that "below" meant in front of the farm, but they acted as if they did; "below" meant in front of the farm, and "above" meant Ferry Point.

I have been acquainted with Mr. Ruckman for forty years; thirty-six years ago I planted oysters for him; I am acquainted with persons that he has done business with. 20

I have never heard anything against Mr. Ruckman's character for truth; as far as I know his character for truth, among persons he has had business with, is good.

PETER W. ROFF.

Taken, sworn to, and subscribed, this 23d day of November, A. D. 1869, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Tuesday, November 23d, 1869, at ten o'clock in the forenoon, at the same place. 30

At which time and place the examination was resumed, in the presence of the complainant, no person appearing for the defendant.

Joseph Elsworth, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I reside in the city of Bayonne; I am thirty-nine years old,

and my occupation is the oyster business; I have been in the oyster business, I suppose, at least twenty years; I have planted oysters.

Oysters that run five hundred to a bushel when planted, if taken up when five years old, would average three bushels for one.

For the last seven or eight years, I have been doing business near Mr. Ruckman, on the oyster docks.

10 Mr. Ruckman's reputation for truth, in the neighborhood where he has done business, I have never heard questioned.

From what I know of him, I should say his reputation for truth was good, and that is his reputation among oystermen.

I am at present, one of the councilmen of the city of Bayonne.

JOSEPH ELSWORTH.

Taken, sworn to, and subscribed, this 23d day of November, A. D. 1869, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

20 *Rufus K. Terry*, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I reside in Jersey City; I am fifty-five years of age; I am in the oyster business; I have been in the oyster business steady for the last twenty years, and before that, at different times for five or six years.

I have planted oysters all the time that I have been in the oyster business, more or less.

Oysters that run five hundred to a bushel when planted, if taken up five years after they are planted, would average at least three bushels to one.

30 I have done business near Mr. Ruckman, and have done business with him more or less, for nineteen or twenty years.

Mr. Ruckman's reputation for truth, in the neighborhood where he has done business, is good, so far as I know.

From what I know of Mr. Ruckman, I would believe him under oath.

I have never heard his reputation for truth questioned.

I have been an alderman of Jersey City; I was such for eight years.

R. K. TERRY.

Taken, sworn to, and subscribed, this 23d day of November, A. D. 1869, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Tuesday, November 24th, 1869, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

James B. Smith, a witness produced on the part of the complainant, being duly sworn, on his oath saith— 10

I have always been in the oyster business up to about 1865; I am now about forty-six years of age.

I am acquainted with the planting oyster business, and their increase in five to seven years; it depends on the ground and how they live; one bushel of oysters will make three or four bushels in five to seven years.

I have been acquainted with Mr. Ruckman since I was a little boy—I should say, at least, twenty years; and I am acquainted with persons doing business with him; I am acquainted with his general reputation among business men for 20 years; as a general thing, I have heard him well spoken of, and I have heard the opposite; I have heard a great many more people speak in his favor than I have against him.

JAMES B. SMITH.

Taken, sworn to, and subscribed, this 24th day of November, A. D. 1869, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Richard Rhodes, a witness produced on the part of the complainant, being duly sworn, on his oath says—

Q. Where do you reside? 30

A. Penatquit, Long Island.

Q. What is your business?

A. Seafaring.

Q. Do you know the parties in this suit, Elisha Ruckman and Bassil W. Wilson?

- A. Yes, sir.
- Q. How long have you known that place?
- A. Seven or eight years.
- Q. Was the front of that place used for planting oysters?
- A. Some part of it.
- Q. Did you ever bring any oysters from that ground to New York?
- A. Yes, sir.
- Q. When?
- 10 A. I don't know as I can tell the year; it was before the war.
- Q. How many seasons?
- A. Part of two seasons.
- Q. Was it immediately before the war, or some year or two before the war?
- A. I think it was a year or two before the war.
- Q. How many oysters did you bring from that ground?
- A. That I can't tell.
- Q. About how many, as near as you can now recollect?
- 20 A. I don't know as I can tell very nearly; we might probably have carried four loads from there, may be more or less; not much less.
- Q. What kind of oysters were they, old or new plants?
- A. Old plants.
- Q. How old were they, in your judgment?
- A. I suppose some of them were one year and some two.
- Q. Were there not some older than that?
- A. That's more than I can tell you.
- Q. What was the value of these four cargoes, more or less,
- 30 of oysters?
- A. That I couldn't tell you.
- Q. What vessel did you bring them in?
- A. The Alfred H. Partridge.
- Q. How many bushels would you bring at a load?
- 40 A. About eighteen hundred baskets, calculated to hold a bushel.
- Q. Do you know what they were bringing a bushel, in the New York market, at that time.
- A. About fifty cents.
- Q. Do you know when the Julia Decker was built?

A. I know the season I saw her built; I don't rightly remember what time.

Q. How long before she was launched, did you bring those oysters of which you speak?

A. The winter before, I think, that was the last.

Q. If she was launched in 1860, then the oysters were brought in 1858 and 1859, were they not?

A. Yes, sir, if she was launched then.

Q. To whom did you bring these oysters?

A. Benjamin and William Decker. 10

Q. Did they send you there for them?

A. Yes, sir.

Q. Who directed you to load them there?

A. Bassil Wilson; he located us when there.

Q. Were these loads, of which you speak, culled oysters, to be sold out by count, or bushel oysters?

A. Part count and part bushel.

Q. Were they worth more than the bushel oysters?

A. They brought more in market; I should not think more than double. 20

And being cross-examined, he says—

Q. Did you run the vessel yourself?

A. Yes, sir.

Q. You say that some of these oysters were a year old and some two years old; what proportion of them were two years old?

A. I couldn't say what proportion.

Q. One third of them two years old?

A. I don't know; I have no remembrance of that.

Q. When you say old oysters, you mean the one year old 30 and the two year old?

A. Yes, sir; we mean one year or more.

Q. Were any of these oysters older than that?

A. That's more than I can say.

(Signed) RICHARD RHODES.

Taken and subscribed, and sworn to, this 26th day of December, 1867, at Jersey City, before me.

ISAAC ROMAINE, M. C.

The counsel of the complainant, Elisha Ruckman, and the counsel for the defendants, Benjamin and William Decker, hereby consent, that the testimony of Richard Rhodes, (except the part therein objected to and erased) taken in a cause, wherein Elisha Ruckman is complainant, and Bassil W. and Robert Wilson are defendants, shall be considered and taken as testimony taken in this case.

JAMES B. VREDENBURGH.

H. S. LITTLE.

- 10 At the close of the examination on November 23d, 1869, the examination was further adjourned to Thursday, December 30th, 1869, at three o'clock in the afternoon, at the same place.

At which time and place the examination was resumed in the presence of the complainant, no person appearing for the defendants.

Henry F. Chambers, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

- 20 I am a coaster; I have carried oysters off and on, every year since 1844—every year except two.

I know the schooner *Julia A. Decker*; when she was first rigged out, she belonged to the Deckers, Metzger, and Bassil W. Wilson; they were the only owners; I knew this was when she was new; I was master of her one trip, and sailing master with Metzger one trip; I made two trips with her when she was new; I brought oysters in her; I loaded in the Nassau semond; I know the house in which Bassil W. Wilson lived then.

- 30 I loaded in wholly the last load from the ground in front of his house; the other load was partly loaded in front of the premises; I should think fully one-half.

The oysters we loaded in front of the house were the largest oysters, they were much larger than they were above; Bassil Wilson loaded us both times; the Deckers sent me down to get the oysters.

When we brought them on here we delivered both cargoes to B. and W. Decker, at Canal street.

H. F. CHAMBERS.

Taken, sworn to and subscribed, this 30th day of December, A. D. 1869, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Friday, January 31st, 1869, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the complainant, no person appearing for the defendants.

Daniel Joline, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I was forty-four years of age the 8th day of October last.

My business has been coasting; I have followed that business since I was thirteen years old; in the winter of 1859, I sailed a sloop called the *James Butler*; I know William and Benjamin Decker, and also Bassil W. Wilson, of Virginia; the Deckers hired me to bring a cargo of oysters from Virginia that winter; I brought them; they sent me to the Nansemond river, Virginia, to Bassil W. Wilson; Wilson loaded me.

We loaded from two beds; a portion of the load we took from a bed abreast of Wilson's house, the balance from above at a place called Ferry Point; we took about half the load from in front of Wilson's house.

This vessel is the same that Captain Roff sailed, and carries from fifteen hundred to sixteen hundred bushels—probably eighteen hundred bushels.

I delivered these oysters to Benjamin and William Decker; they paid me my charter money; I have been in the oyster business thirty years and upwards.

I think I know old and new plant oysters when I see them; the oysters taken from in front of Wilson's house were old oysters; they were from two to five years old; they were considerably larger than the ones taken from above; I am satisfied this cargo of oysters brought a good price; we unloaded in less than a day; it is always the case that when we unload in a day the market is good; in a quick market I have known this vessel's cargo to sell for upward of \$3000; young

oysters, planted when they run five hundred to a bushel, and taken up at the size these oysters were, would average three to one; I know that the owners of upland in Virginia, hire out the flats in front of the land for the purpose of planting oysters.

DANIEL JOLINE.

Taken, sworn to, and subscribed, this 31st day of December, A. D. 1869, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

- 10 Whereupon the examination was adjourned to Monday, January 3d, 1870, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the complainant, no person appearing for the defendants.

Thomas P. Dunton, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

- I reside in Gloucester, Massachusetts; I am now forty-six years of age, and my occupation is following the sea.
- 20 I know the complainant, Elisha Ruckman, and the defendants, Benjamin and William Decker and Bassil W. Wilson; I have known Wilson since 1858; at that time Wilson resided on the Nansemond river, Nansemond county, Virginia, on the west side of the river; I have known him to live there since 1858, when I first became acquainted with him; I was a master of a vessel at that time; I was in the *Narcissus*; I have brought oysters from in front of that ground, in the
- 30 *Julia A. Decker*; I first brought oysters from there in 1861; that season I brought three cargoes from there; I should judge a third of the oysters I brought from there were old plants; an average cargo would be thirty-one or thirty-two hundred bushels; Mr. Wilson put the oysters aboard of us, and I delivered them to B. and W. Decker, who were part owners of my vessel; they sent me there for them.
- I brought one cargo of oysters from there in 1865; I should

judge they were old plants; we brought the next loads in March and April, 1866, when I brought two cargoes.

They were what is called old plants; I have not brought any from there since.

The value of the first cargo, in March, 1866, amounted to \$4300 or \$4400; the difference in value between old and new plants, is from one-third to one-half.

The average of the three cargoes I brought in 1861, would be \$2600 or \$2700.

Bassil W. Wilson owned part of this schooner when she 10 was built, but he did not own any of her in 1865; I think I have heard the Deckers say they were in partnership with Wilson; the Deckers and Wilson have both informed me so.

They acted all through as if they were in partnership in these oysters I was bringing.

I have heard one of the Deckers say that this was Mr. Ruckman's farm from the front of which they got oysters.

The age of these oysters I brought in 1861, I should judge, was from two to three years; those I brought in 1865, were from three to four years old—they were larger than those 20 brought in 1861; the oysters brought in 1861 were better shaped and a handsomer oyster than those brought in 1865.

I saw the Antoinette M. Aiken taking oysters from there in 1861; in 1865 there was one other vessel taking oysters from there; her name was the Jauriot; she would carry twenty-six or twenty-seven hundred bushels; these were old plants; I have sailed this vessel for the Deckers since 1861, and sail her at this time; I generally got my directions from the Deckers where to go and load them; for these cargoes I have 30 mentioned, they sent me to this farm to get them.

Sometimes they sent me to other places to get them, and then send money with me to buy them; then I have the whole charge of buying them.

In going to this farm I had no charge of buying, I had nothing to do with it.

I heard Abraham Metzger, who went down with this vessel the trip immediately before I took her, say that he loaded that cargo at this place; Metzger had charge of the vessel that trip.

Wilson told me that his and the Deckers' bed was at Ferry

Point, three miles above this farm ; I took in about one-third of one cargo there ; there was no distinction made between the oysters put in there, and those put in below at this farm.

I should judge there was one year difference in the age of the oysters taken in at Ferry Point, and those taken in below ; those taken at Ferry Point were much the smallest.

THOMAS P. DUNTON.

Taken, sworn to, and subscribed, this 3d day of January, A. D. 1870, at Jersey City, before me.

10

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Wednesday, January 5th, 1870, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the complainant, no person appearing for the defendants.

Abraham Latourette, a witness produced on the part of the complainant, being duly sworn, says—

I am fifty-nine years of age next June ; I reside at Totten-
 20 ville, Staten Island ; for the last fifteen or twenty years I
 have been in the oyster business and a vessel owner ; I built
 and owned the *James Butler* ; I have carried a good many
 oysters in her ; she has always been an oyster boat ; she would
 carry from seventeen hundred to nineteen hundred bushels of
 oysters, New York measure ; I have frequently had charge of
 her when she was selling out ; I have sold out at various
 prices ; it depends upon the market ; she would average,
 since 1861, from \$2,000 to \$2,100 ; this is the same vessel
 Captain Peter Roff sailed in 1858 or 1859 ; the largest price I
 30 received was \$3,200 or \$3,300.

ABRAHAM LATOURETTE.

Taken, sworn to, and subscribed, this 5th day of January, A. D. 1870, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Moses Van Pelt, a witness produced on the part of the complainant, being duly sworn, on his oath says—

I am thirty-five years old; I reside in Norfolk, in the State of Virginia; I have been in the oyster business for the last fifteen years back; I am in the habit of planting oysters in Virginia, in the neighborhood of Norfolk; Nansemond river is about eight or ten miles from where I have been in the habit of planting; from my experience I would say that oysters will grow about as well in Nansemond river as where I was planting; I have planted young oysters out of James 10 river frequently; the average increase derived from these young oysters, at the end of four years, I should think would be threefold; I have been planting oysters for the last eight or nine years; I have always been in the oyster business since I commenced doing business.

MOSES VAN PELT.

Taken, sworn to and subscribed, this 5th day of January, A. D. 1870, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Monday, 20 January 24th, 1870, at two o'clock in the afternoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

Skidmore W. Pettit, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I reside in Philadelphia; I am fifty-eight years of age; my business is coasting—sailing a vessel; the freights I am in the habit of carrying, are oysters, wood and clams; I have been in the oyster business about twenty years; I have been in the 30 habit of buying my cargoes in Virginia, and know the nature of the business of buying and selling the cargoes; I know the difference between old and new plants, and can tell about how long they have been planted by seeing them; I sailed the schooner *Caroline Coles* in 1858; I sailed her for about six years; I frequently had her loaded with oysters; I measured

them out at New York by the bushel; she would carry about two thousand bushels, New York measure; I know where Captain Bassil W. Wilson lived on the Nansemond river at that time; I know he lived there in the year 1857, and that he still lives there; I know Benjamin and William Decker, oyster men, in New York; they chartered me with the schooner Caroline Coles to go for oysters; William chartered me; I went for them; he ordered me to go for the oysters to Bassil W. Wilson, Nansemond, Virginia; I commenced in
 10 the fall of the year 1858; I went to Captain Wilson, and he loaded me; he loaded me off from the front of the farm where he lives, partially; from the lower ground opposite where Wilson lives, I was loaded each trip about one-half; I made five trips; I should call them old plants; from my knowledge of oysters, I should say they had been planted from four to five years; I delivered the cargoes to William and Benjamin Decker, in New York city; William and Benjamin Decker paid me my charter; I was present when those oysters were
 20 taken in; they were all put in as one cargo, as if they owned all the beds, and no account kept as if they were purchasing; I am familiar with keeping account of cargo when purchasing by the bushel; in these cases there was no such account kept; I know the sloop Margaret Boone; I saw Wilson using her at that season in the business of taking up the oysters and sending them off; the crews used the oyster skiffs in front of the farm for taking up and handling the oysters I carried; I took a full cargo at each trip, and delivered them all to the Deckers; at the time I was taking oysters from this ground, the schooner Antoinette Aiken and the Alfred Partridge were also
 30 taking oysters; they made more trips than I did; they made at least six trips each; I saw the Julia Decker taking oysters from there, but not the same season that I did; I have since learned that the farm where Wilson lived belonged to Elisha Ruckman.

SKIDMORE W. PETTIT.

Taken, sworn to and subscribed this 24th day of January, A. D. 1870, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

The examination was adjourned from January 24th, 1870.

to April 19th, 1870, and on that day Elisha Ruckman appeared, and at his request, the examination was adjourned from day to day until April 25th, 1870, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed, in the presence of Elisha Ruckman, in his own behalf, no person appearing for the defendant.

Elisha Ruckman, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I am fifty-eight years of age; I reside in Bergen county, N. J., at Closter. 10

My business at present is farming; I was in the oyster business from 1836 to 1858; in 1851, I began planting oysters in Nausemond river, Virginia, with Bassil W. Wilson, on the front shore of a farm that we leased of Henry Phillips; we continued planting there up to and in every year up to 1857; at that time we had planted and laying on our bed, about eighty-eight thousand bushels, northern measure.

A part of these oysters had been left over from each year's planting, until they had become what is called old plants; the terms on which Wilson and myself planted these oysters was, I was to furnish the capital to pay for the necessary expense of planting them, without any interest for the use of the money used as capital; Wilson was to put in his time and labor, without any charge for that; the oysters, when fit for market, were to be sent to New York to me; I was to sell them, take out my first cost and expenses; the profits over that were to be divided equally between myself and Bassil W. Wilson, each one-half. 20

In the spring of 1857, Wilson ceased sending oysters to me, and sent them, from that time up to 1867, to William and Benjamin Decker; in the winter of 1858, in January, from that until April, he sent four cargoes, that Benjamin and William both told me they received; they agreed to pay me the money for those cargoes, less the expenses and charter, which they have not done, excepting a small portion which they paid me, amounting to \$629, I think; two of these cargoes were by the schooner Florida, Captain Mott; about fourteen hundred 30

bushels each cargo; two of them were by the schooner Two Brothers, Captain Macready; about two thousand bushels each.

From that time until the spring of 1865 I was not made aware that any of my oysters were being taken up by Wilson, or anybody else; in April, 1865, I went to the oyster-beds in Nansemond river, and I found by examining the beds that the greater part of them had been taken away; Bassil W. Wilson told me that he had taken up what of them were gone,
10 and sent them to the Deckers before the war, and that he would come on in June following, and he and the Deckers would then settle with me for them; he has not, and neither
01 have they settled, nor offered to settle for them.

He told me in July, 1866, that they (Wilson and the Deckers) had sold in the winter of 1865 and 1866 \$35,000 worth off of these beds of mine, and fixed a time at that day when they would meet and settle with me.

Wilson and I rented this farm of Henry Phillips from 1851 to 1853, and in the spring of 1853 we purchased it, and since
20 that time have owned it jointly together, until a decree was made in a case in which Elisha Ruckman was complainant, and Bassil W. Wilson and Robert Wilson were defendants,
02 by the Chancellor, in 1868; in the spring of 1856 Benjamin Decker, one of the firm of the Deckers and Wilson, asked me on what terms Wilson planted oysters for me in Virginia, and I told him the terms as heretofore stated; he told me that he had heard that I was going to move in the country and quit the business, and he and his brother thought of planting
30 with him on the same terms that I had been planting with Wilson; in January, 1858, Benjamin and William Decker both told me they had planted with Wilson, and had received some of the oyster from there, and they were in very
03 good order; at that time the first cargo of mine in the schooner Florida had come in, and Benjamin Decker asked me if I was going to plant any more oysters in Virginia with Wilson; I told him that I was not, unless it might be a few to keep up our assortment, while we were selling off the bed we had; that was the first that I was informed by the Deckers that they had planted in partnership with Wilson.

40 Young oysters, as those were when planted, will increase

in number of bushels, on an average three-fold, in from four to five years.

In the winter, in January, 1853, we purchased this farm of Mr. Phillips, and paid for it about the last of April, 1853, as we found that our stock of oysters was getting large, and Mr. Phillips wishing to sell his farm; if another purchaser should buy it, we might not be able to rent the ground, and it would be more damage to shift our oysters before they were ready for market than the price of the farm, as we had only a lease of the farm from 1851 to 1853, and Mr. Phillips refused 10 to give a long lease, as he wished to sell the farm; I paid the whole money for the farm, and the expense of getting the papers, which was \$2,500; Basil W. Wilson took the deed in his own name, as there was a jealousy with the Virginians about northern people planting oysters in their state, and Wilson was a resident of Virginia.

I took a writing of Wilson, in which he agreed to give me a deed for one-half of the farm before mentioned, at any time I might call for the same.

The following is a copy of the agreement: 20

NEW YORK, September 23d, 1856.

This is to certify that Elisha Ruckman is entitled to a deed for one-half of the land I hold a deed for, bought from Henry Phillips, in Nansemond county, Virginia, he having paid one-half the purchase money at the time it was bought, and the deed taken in my name, free and clear of all encumbrances, the deed to be signed by my wife and myself, at any time said Elisha Ruckman calls for the same. Said land was bought in 1853, for twenty-five hundred dollars.

Witness: B. W. WILSON. 30

This agreement I wrote myself, and saw Basil W. Wilson sign; in April, 1865, was the first that I was informed that my oysters had been taken up and sent to the Deckers from the beds in front of the farm in Nansemond river, Virginia; until that time I thought they were all lying on that bed that were left there from the winter of 1858; in taking the testimony in the Wilson suit, I there learned to what extent the

Deckers and Wilson had taken my oysters, and the quantity they had taken; as soon as I ascertained that by the evidence of Captain Peter Roff, Samuel Acken, Richard Rhodes and others, I immediately instructed my counsel to amend the bill, and include the Deckers in the bill to account for the oysters or the value of those they had taken; the amendment, as my counsel drew it, was not allowed by the Chancellor; I immediately gave my counsel instructions to commence this suit against the Deckers and Wilson; my counsel delayed it
 10 until the date of the commencement of this suit, although I urged him to bring it as soon as he possibly could, and he promised to do so; that caused the delay up to the bringing of this suit.

One of the vessels that has loaded these oysters, and brought them to the Deckers, is their own vessel; carries a cargo of three thousand bushels; Benjamin Decker has told me that he has sold for nearly \$5,000 out of her in one cargo; the average value of old oysters like these were, would
 20 be very low at \$1 a bushel; they have also used my sloop, and destroyed her, worth \$2000; they have used nine skiffs and sail boats of mine, worth \$800; nothing of them is left; they have used about \$300 worth of tongs; about \$150 worth of baskets; they have used one scow sloop, worth about \$800; nothing of all these is left, that I can find, of the least value; these articles they should account for, with interest on the value of them; and also the value of the oysters, and interest on the amount from the day they received them; I never was knowing to the receiving of any of the oysters, except the two cargoes of the Florida, and the two cargoes of the schooner,
 30 the Two Brothers, until as abovestated.

Bassil W. Wilson, Benjamin and William Decker, all informed me that they had planted no oysters in front of the farm purchased by me and Wilson, but planted them at a place called Ferry Point, about three miles further south.

Land for planting oysters, in Virginia, has rented at a much higher price than land for raising crops on; the front of this said farm contains between eighty and one hundred acres of good oyster planting ground; over three-quarters of it was planted as full as it was prudent to plant, and was lying there
 40 when the Wilsons and Deckers began taking them away;

they have not accounted to me for any, except as hereinbefore stated.

I informed the Deckers, in January, 1858, of my owning the farm in joint ownership with Wilson; and that we had a very large quantity of oysters between one and six years old planted; that I never knew of receiving any but the four cargoes named of Wilson's and my oysters, until so informed in the spring of 1865, by Bassil W. Wilson, on the farm, in April, as soon as I could get a military permit to go to that place.

10

Oysters, when they have been four years planted, are worth double that of one year's planting.

Wilson stated to me that he had told the Deckers in 1857, that he had dissolved partnership with me—so did the Deckers in 1858—as I had moved away in the country, and didn't care to be in the business any longer, and that he and the Deckers had planted some oysters on the same terms that he had formerly planted with me, but had not planted them on his and my ground, but at a place called Ferry Point; people well acquainted with planting oysters know the difference between oysters one year old and five or six years old; they show it by the marks of different years' growth, and the Deckers could not have been ignorant of the fact that these were older oysters than they had planted with Wilson.

20

I did not tell Wilson in the spring of 1865, or any other time, that I wished to take any of the Decker oysters from the beds in Virginia, or run them off from their beds, but claimed those on the front of the farm as my own, that I paid for them before they were planted, and paid for the land that they laid on; the reason that I did not have these oysters taken up between 1858 and 1861 was because Bassil W. Wilson wrote me that they were poor and unfit for market; I believed that statement, and did not know to the contrary until the spring of 1865, when I went on the oyster beds, when he promised to come on shortly after and settle with me and buy me out farm, oyster beds and all.

30

The Deckers nor Wilson ever informed me that they had taken any of my oysters, except the four cargoes in 1858, or 1859, 1860 or 1861.

At that time the war commenced, and I was unable to go 40

to Virginia or communicate with Wilson, as he lived in the rebel lines all through the war, except a short time that he was a prisoner at Fortress Monroe as a blockade runner, as he informed me in April, 1865, when I saw him on the farm; Benjamin and William Decker have been in the oyster business between fifteen and twenty years, to my certain knowledge every year, more or less, engaged in planting, and should be well acquainted with the age or length of time oysters have been planted when they see them, and I think they
10 are experts in it.

I never went on board any boat they were unloading, except the Florida and the Two Brothers, to examine and look if they had my oysters or to see if they were older and larger than oysters could be, since the Deckers and Wilson were together; I was not in the oyster business from the spring of 1857 to the spring of 1861, when the war broke out, except the four cargoes above named, but stayed on my farm, generally at home, and did not know or hear of the Deckers and Wilson having any oysters from my farm in Virginia; but re-
20 ceived letters from Wilson, during that time, that they were poor and unfit for market.

Whereupon the examination was adjourned to Thursday, April 28th, 1870, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of Elisha Ruckman, in his own behalf, no person appearing for the defendants.

The rent of the farm, with the houses and other buildings, one hundred and sixty-seven acres of land with the buildings
30 and shore, with the privilege of cutting what firewood they wanted, was well worth \$250 a year; the Wilsons and the Deckers used this from January 1858 up to and including the year 1867, making ten years' rent, which would amount to \$2,500, with interest on the rent, payable semi-annually; in January, 1858, both the Deckers, B. and W., told me that Wilson had told them that Wilson and I had dissolved partnership; I replied to them that we had done so, but we

jointly owned the farm and the bed of oysters, and as soon as I had sold those, Wilson and me had no further property together, except the farm and our boats and implements that we used to take them up; that the first costand expenses was due me and was to come out first; what they brought over and above that, Wilson owned one-half jointly with me; both the Deckers told me in July, 1865, in 1866 and 1867, that they had not settled with Wilson; I gave Benjamin Decker notice not to settle with Wilson until they settled with me in those different years.

10

He agreed to let me know when Wilson did come, and he would not settle up with Wilson until he had settled up with me; that it should all be settled up at once.

He wanted to have Wilson here and settle with me in July, 1865, and in July, 1866, as he told me, that he would let me know as soon as Wilson came; that he would either write or send for me; he did not let me know or settle with me; I met B. W. Wilson in Jersey City, in July, 1866, and asked him to go over to the Deckers then, and have a settlement; he said he could not go over that day, but fixed a day that week that he would go to the Deckers, in New York, and settle with me; I then went over and let Benjamin Decker know the day and hour we would come.

20

Wilson did not come as he agreed to, and I have not seen him since; I then called on Benjamin Decker, and asked him to give me an account of the oysters they had had of mine; he said that they had not settled, and could not unless the Wilsons were present, and did not render any account.

He did not send to me or let me know Wilson was in town as he had agreed to; he told me he did not plant any oysters in the year 1866 with Wilson, but had not settled up with him; the Julia Decker is the vessel, Captain Thomas E. Dunton, that Benjamin Decker told me they had sold for near \$5000.

30

I have asked Benjamin and William Decker as much as once in every month, if Wilson had come on, or when he would be on here, from July, 1865, up to June, 1867.

In 1867 I notified Benjamin Decker, that I would join him and his brother William in the Wilson suit, after he had closed his testimony in the Wilson case.

40

Benjamin Decker said they bought no oysters of Wilson; they kept but one kind of book of the sales of the cargo, as they were all theirs and Wilson's; they had no occasion to keep any separate accounts; they were all put in—the different kinds—in one heap; no parts or partitions, except for the different sizes—extras, box, cullings, and bushels; B. and W. Decker, both, said they sent the vessels to Wilson to load, just as he had the oysters ready, and the captains reported at what places they took in their cargo each arrival; the cap-
10 tains have told me they reported, on their arrival, at what
beds they took in their cargoes, to B. and W. Decker; in that way the Deckers knew each cargo when they arrived, what beds they had been loaded from, as their beds at Ferry Point were three miles south of the oyster beds that belonged to Wilson, and one they must have known by the size and age of the oysters; I told Benjamin Decker that Captain Dunton, of the schooner Julia Decker, belonging to B. and W. Decker, had told me that he loaded the cargo that they had
20 sold for near \$5000, off of the bed of oysters in front of the
farm where Wilson lived; that the oysters belonged between Wilson and myself; B. Decker said yes, Dunton had so reported to him, and Captain Roff had so reported to him sometimes, and Captain S. W. Pettit, of the schooner Caroline Coles, had so reported to him sometimes, on his arrival with oysters consigned to him and his brother, that Wilson had loaded for them; he said that it was a common thing for them to report to him, on their arrival, where they had loaded from.

Whereupon the examination of Elisha Ruckman was ad-
30 journed to April 3 th, 1870, at ten o'clock in the forenoon, at
the same place.

At which time and place the examination was resumed in the presence of the complainant, no person appearing for the defendant, when Albert S. Cloke was sworn and examined, and at the close of his examination, the further examination was adjourned to Monday, May 9th, when Edward F. Beveridge was sworn and examined, and at the close of his examination, the further examination was adjourned until June 1st, 1870, when Elisha Ruckman proceeded with his testimony.

This farm which Wilson and I owned and where Wilson planted oysters, was between five and six miles up the Nansemond river, from its mouth, and on the west side of the river.

The cost and expense of the oysters that I planted in front of this farm, was between \$80,000 and \$90,000; exclusive of the boats and tools and vessels that we worked with in the business of planting them and taking them up; and the first cost of these oysters that were left when the Wilson's commenced sending to the Deckers, was upwards of \$40,000; 10 there was between 4000 and 5000 bushels of oysters that are called cullentines, that were planted in the channel in front of this farm, that were not counted in those that were planted on the oyster beds; they are a very small oyster, about the size of chestnuts, from that to the size of the end of your thumb; that would increase in from four to five years by growth and measurement from six to eight times the number of bushels, when planted; I took some of them up off the bed in May, 1865; their average size then, was 75 to a bushel; I furnished all the stock money for the first cost of 20 the oysters, and for all the tools and vessels that we worked with to plant those oysters; I moved in Closter, Bergen county, N. J., in April, 1857, and was not at the oyster market on board of any boats the Deckers had oysters in after that, except the four cargoes brought by the Florida and Two Brothers, until after the war commenced, in the early part of January, 1862; what I mean by northern measure, is two and a half bushels to a flour barrel as they are shoveled in.

Wilson had no right to sell these oysters, or give them to any one else to sell by the terms of our partnership; I so in- 30 formed Benjamin Decker in January, 1858, and he informed me that those were the same terms upon which he was planting with them.

The Deckers and Wilson kept secret from me; their taking up and selling my oysters, except the four loads of the Two Brothers and Florida, until I went on the oyster beds in Virginia, in 1865, to try the oysters and see what state they were in; at that time Wilson informed me of his taking up my oysters and sending them to the Deckers, and promised me that he would come on in June and settle for them and 40

buy my portion of the farm ; I so notified Benjamin Decker when I came on from Virginia ; neither the Deckers nor Wilson have settled with me or offered to settle with me since, nor any one for them ; the four cargoes sold in 1858, two of the schooner Florida, 1400 bushels each, and the two of the schooner Brothers, 2000 bushels each ; they agreed to settle with me for, and pay me, the proceeds, except the charters and the labor for getting them out as soon as they collected the money for them, which they have not, except a
10 small part which I have above stated ; no oyster ground of mine was cleaned off clear of oysters and ready to plant on again in front of this farm, in April, 1858, at the time Wilson stopped sending oysters to me, and has since sent the rest to the Deckers on their joint account ; the Deckers well knew from January, 1858, that I had paid for the farm and was yet the owner jointly with Wilson, as I had told them so at the time they were selling the Florida's oysters.

At that time they stated to me that their ground was at Ferry Point, about three miles further south, on the Nanse-
20 mond river, in Virginia ; I called on the Deckers within eight days of the time I commenced this suit, to try to get a settlement for these oysters that this suit is brought for, as I wished to have a settlement and avoid a suit if possible ; at that time they informed me that they had not seen Wilson for more than a year ; that they had not settled with him, and would not, until they had settled with me for my oysters—this was said by Benjamin Decker ; the exact year that the Deckers and Wilson commenced planting oysters, I am unable to state nearer than 1856 or 1857 ; the first I knew of it
30 was from both Wilson and the Deckers, in January, 1858.

Whereupon the examination was adjourned to Wednesday, June 8th, 1870, at ten o'clock in the forenoon, at the office of A. S. Jackson, No. 7 Exchange Place, Jersey City, N. J.

At which time and place the examination was resumed, in the presence of the complainant, no person appearing for the defendants, when Isaac Romaine was sworn and examined, and at the close of his testimony the examination was adjourned to Thursday, June 9th, 1870, at ten o'clock in the

forenoon, at the office of Isaac Romaine, No. 7 Exchange Place, Jersey City.

At which time and place the examination of Mr. Ruckman was continued in the presence of the respective parties.

[Counsel for defendants objects to the testimony of Mr. Ruckman, Cloke, Beveridge and Romaine, it having been taken without notice, but consents that so much of it as would be legal, if objected to at the time, shall stand, and that all conversations with other persons than the Deckers, and all statements derived from letters not produced, and the copy of 10 the agreement between Wilson and Ruckman, and all evidence stated upon information, except from the Deckers, is objected to specially.]

[Solicitor for complainant alleges that the examination was taken upon notice, but consents that the above objection shall have the same effect as if it had been entered in person at the time of taking the testimony.]

[The solicitor for the defendant consents that no advantage shall be taken of the fact that the testimony in the above cause was not taken within the time required by the rules of 20 the court.]

[Solicitor for complainant offers in evidence a decree of the Court of Chancery, in a case wherein Elisha Ruckman is the complainant and Bassil W. Wilson and Robert Wilson are defendants, and which is marked *Exhibit C 1* on part of complainant.]

[The offering of the exhibit is objected to by counsel for defendants.]

Cullentine oysters will run seven hundred and fifty to the bushel when they are culled off from the others; Wilson told 30 me he had taken these up and sent them to the Deckers.

[What Wilson told witness objected to by counsel for defendants.]

In the fore part of May, 1865; we were then on the oyster ground in front of the farm in the Nansemond river, Virginia, and at the time tonging up on the beds.

[All the conversation with Wilson objected to.]

o

There was here and there one of these cullentines left on the ground, and they were very large.

And being cross-examined, he says—

I have books showing my transactions with Wilson; I have part of them here; I will produce them.

[Counsel for defendant offers in evidence a book of account, which is marked *Exhibit D 1* on the part of defendant.]

I have other books—a day-book and ledger, a score-book and bill-book; I believe they are in my desk in Thirty-second
10 street; I will produce them; I believe those books show all my dealings with Wilson.

I think there is no sale account on *Exhibit D 1*; the good writing in this book is in the handwriting of George D. Mitchell, my book-keeper, and the poor writing is mine.

The expenses are entered in this book, and I see that Mr. Mitchell has put some sales on the last page; I have four other books containing the amount of the sales of the oysters sent by Wilson.

[Counsel for defendant objects to all that part of the direct
20 testimony of Mr. Ruckman which relates to the sales of oysters sent by Wilson or planted by him, or moneys advanced by the complainant, and all other matters that should appear by his books, if produced, because his books of account were not produced.]

I made some advances to Mr. Wilson for planting oysters after April, 1856; I have books of account that show such advances; *Exhibit D 1* is the book.

The last of those advances is July 7th, 1857, of \$60 in
30 money; there was another, June 10th, 1857, of \$600 in gold; that advance was delivered to him in New York city; the last advance was July 7th, 1857.

I did not advance any money to him to plant oysters after that date.

After that I received from the Deckers \$600 in money on account of four cargoes of oysters—two of them by the Florida and two by the Two Brothers; I had some oysters out of them, but the exact amount I can't remember; I don't remember the date; it don't appear from the books when I received the money; it was in the fall of 1858 that I got the last of it, and

I gave the Deckers a receipt for it; it was by note, and the note was paid; I did not open an account with the Deckers about that.

I did not go to the Deckers to get them to sell the oysters on account of Wilson and myself.

After the Deckers commenced to furnish money to Wilson to plant oysters, I was there frequently; they told me so in January, 1858, when the Florida was in with a cargo of oysters of Wilson's and mine—one of the four loads; from the fall of 1858, I was not in the Deckers' place of business very 10 frequently; we had a reckoning up what those four cargoes amounted to, but never had a settlement with the Deckers; that was in 1858, after the four cargoes had been sold; they were sold the winter and spring before.

In that reckoning up I found that there was somewhere in the neighborhood of \$2,000 due from the Deckers; after that, I claimed that there was that amount due from the Deckers; I did not claim any other sum than the \$2,000 at that time due from the Deckers.

Before the commencement of this suit I claimed that there 20 was a larger sum due from them; I never presented them with a bill; I never demanded of them any particular sum of money; at the time of the reckoning I made some figures myself, showing about \$2,000 due me; the last money I gave Wilson for planting oysters, was July 7th, 1857.

Previous to 1857, I was in Virginia in 1854, 1855 and 1856; I generally went down every year; I was then in the oyster business; Wilson used to send me oysters from Virginia; in 1856, I think I saw Wilson in Norfolk; I did not go on the farm; I am certain it was in 1855 or 1856; I do not think I 30 was in Virginia in 1857, 1858, 1859, 1860; I do not think I have been on the farm since 1855; I generally went down once a year before that, sometimes oftener.

Wilson planted the oysters and did the business in Virginia; and I advanced the money and sold the oysters in New York.

I sent money to Wilson by drafts and with captains of vessels during the oyster season.

I had my conversations with William Decker about selling the four cargoes, and with Benjamin Decker about settling for them; he paid me what I was paid.

I had every confidence in the responsibility of Benjamin and William Decker.

[Witness being shown a paper marked *Exhibit D 2*, says]—That is the note I got from the Deckers; I made a mistake in the year when I got the note from the Deckers; it was in 1859.

[Said note is offered in evidence on the part of the complainant.]

[Defendants' counsel objects to the note.]

10 I think the accounting was in the fall of 1858, after this note was given.

I can't say whether *Exhibit D 2* is a payment on the part of the four cargoes.

There was near \$2,000 due from them after the \$600 was paid.

I think the note *D 2* must have been a payment on the part of the four cargoes.

Between April, 1859, and the commencement of this suit there was no settlement between the Deckers and me; I com-
20 menced no suit against them before this; they were responsible, I think, during that time; I demanded it of Benjamin Decker, in April, 1869, and monthly before that from 1865; I did not demand any specific sum, but a full settlement.

I do not remember any particular person being present at any particular time.

I don't know that I ever asked Benjamin in the presence of William.

They agreed to settle with me when William came on, and generally my question would be, "Has 'Bass.' Wilson come
30 on yet?" that conveyed the whole meaning between them and me—they knew what I meant.

I made a demand of the Deckers for a settlement of the balance due me of \$2,000 on the four cargoes of oysters, between 1859 and 1869; I demanded it of Benjamin Decker two or three times a year until the war broke out; I demanded it when I came to New York to see them.

I can't tell whether at the time of the accounting there was on the back of a statement an endorsement showing that there was a balance due of \$53.58 from the Deckers to Wilson and
40 Ruckman.

I can't tell if there was at that reckoning a settlement between us showing a balance of \$53.58, without seeing the paper.

And being again examined-in-chief, he says—

The oysters I received from the four cargoes amounted, I think, to \$29.

I received a letter from Wilson stating that he had loaded the schooner Florida, Captain Mott, and consigned them to Benjamin Decker, and I received a letter at about the same time saying that Wilson had consigned a load of my oysters to him, and asked me what he should do with them, and stating that he would do nothing but what I said; he told me that he had received from Wilson some of Deckers' and Wilson's oysters, and that they were very good, and he had customers that wanted them; I told him, under those circumstances, to go on and sell them and do as well as he could, and pay the charter and other expenses, and pay me the balance; this he agreed to do. 10

[Defendants' counsel objects to testimony of the letters from Wilson to Ruckman and from Decker to Ruckman, because they are not produced.] 20

The Florida made the second trip soon after, and I told William Decker to sell them; I then discharged the Florida, and chartered the Two Brothers, and sent her for the other two loads, she being a larger vessel than the Florida, and told William Decker to sell those.

The Deckers and I had a reckoning up of what was due me, and the amount was near \$2,000.

I made no such figures as that there was due me from the Deckers only \$53.58 on said cargoes; they claimed that they had paid Wilson some money—somewhere nearly \$2,000—and Wilson wrote me saying he had not received the money. 30

[Defendants' counsel objects to testimony as to the contents of that letter, it not being produced.]

[Complainant says he will produce the letter.]

I received the letter early in 1858.

[The letter being produced, witness says]—That letter is in Basil W. Wilson's handwriting, and is the one referred to in my testimony.

[Letter offered in evidence, and marked *Exhibit C 2* on part of complainant.]

[Exhibit objected to as incompetent.]

I received a letter from William Decker at the same time.

ELISHA RUCKMAN.

Taken, sworn to, and subscribed, this 8th day of June, A. D. 1870, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Albert S. Cloke, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I am a counsellor and attorney-at-law of the Supreme Court of the State of New Jersey; I am thirty years of age; I live in Jersey City.

I was solicitor for Bassil W. Wilson in the summer of 1867, at the taking testimony in a cause in which Elisha Ruckman was complainant, and Bassil W. Wilson and Robert Wilson were defendants.

I remember two brothers named Decker, who were sworn as witnesses in that cause, on the part of the complainant.

I think I remember of Mr. Ransom proposing to amend his bill so as to join the Deckers as defendants.

I think there was something said by them to the effect that Wilson had never settled with them.

I remember of Mr. Ruckman stating to me after their testimony had closed, that I would have another client.

I remember they were proposed to be made defendants in the amended bill, on account of the oyster-beds in Virginia.

I have taken some means to refresh my memory on that subject since.

30

ALBERT S. CLOKE.

Taken, sworn to, and subscribed, this 30th day of April, A. D. 1870, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Monday, May 9th, 1870, at two o'clock in the afternoon, at the same place.

At which time and place the examination was resumed, in the presence of the complainant, no person appearing for the defendant.

Edward Beveridge, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I am thirty-six years of age; I am a ship-master; my last trip I came from Allethera, one of the Bahama islands.

I know William Decker and Benjamin Decker, but am not acquainted with them; I know Captain Peter Metzger.

Mr. Chase, of No. 40 South street, chartered me to bring a 10 cargo of oysters from the Nansemond river, Virginia, to Captain Metzger and the Deckers; I think this was in the fall of 1866; I went from Norfolk, Virginia, up the Nansemond river.

I loaded this cargo of oysters from half a mile to a mile and a half from the shore.

The cargo ran all good sized oysters; they were planted oysters.

My vessel carries about three thousand four hundred bushels of oysters, New York measure; I delivered these oysters to 20 Benjamin and William Decker; they did not pay me my charter; Mr. Chase paid me that; I loaded these oysters on the west side of the river, and about five or six miles from its mouth; that cargo was delivered at West Tenth street; I do not know what price they brought when I brought them to New York.

I think they had some mussels on them; I think they were in good order; they were sold out very readily; I was not told what price was got for them; these oysters were sold out in three or four days; that is what we call a quick market. 30

E. F. BEVERIDGE.

Taken, sworn to, and subscribed, this 9th day of May, A. D. 1870, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Wednesday, June 1st, 1870, at ten o'clock in the forenoon, at the same place.

At which time and place the examination of Elisha Ruckman was continued, in the presence of the complainant, no person appearing for the defendants, after which the examination was adjourned to Wednesday, June 8th, 1870, at ten o'clock in the forenoon, at the office of Abraham S. Jackson, No. 7 Exchange Place, Jersey City.

At which time and place the examination was resumed in the presence of the complainant, no person appearing for the defendant.

10 *Isaac Romaine*, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I am an attorney and counsellor-at-law of the Supreme Court of the State of New Jersey, and a master and examiner in the Court of Chancery; as examiner in Chancery of New Jersey, testimony in a cause pending in said court in 1867, in which Elisha Ruckman was complainant, and Bassil W. Wilson and Robert Wilson were defendants, was taken before me; I commenced taking the testimony in the cause in the fall of 1867, and continued it during that year and the year
20 1868; during the time that testimony was taken, Benjamin Decker and William Decker were sworn before me, and both of them in the testimony stated positively that Wilson had never settled with them.

ISAAC ROMAINE.

Taken, sworn to, and subscribed, this 8th day of June, A. D. 1870, at Jersey City, before me.

A. S. JACKSON, *M. C.*

The following written notice was, on the 8th day of June, 1870, given to the above named defendants:

30

To the above named defendants:

Take notice, that I now offer in evidence, and will read, on the argument of this cause, the testimony of the above-named William Decker and Benjamin Decker, heretofore taken in a cause then depending in this court, (which testimony is now on file in the clerk's office of this court,) wherein above-named

complainant, Elisha Ruckman, was complainant, and the above-named defendants, Bassil Wilson and one Robert Wilson, were defendants.

ELISHA RUCKMAN,
per JAMES B. VREDENBURGH,
Solicitor.

Depositions for Defendants.

[Filed April 12, 1876.]

Examination of witnesses, &c., in the above entitled cause, on the part of the defendants, taken before me, Isaac Romaine, 10 a master and examiner of said court, at my office, No. 31 Montgomery street, Jersey City, on Thursday, November 16th, 1871, at ten o'clock in the forenoon, in the presence of R. W. Dayton, by Henry S. Little, counsel for defendants, and James B. Vredenburgh, counsel for complainant.

Milton W. Johnson, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I now live at Centreville, Staten Island; before I lived there I lived in Virginia; I came from Virginia right there; I came from Virginia about three years ago; I knew Bassil W. 20 Wilson and Elisha Ruckman; Bassil W. Wilson lived in Nansemond county, on the Nansemond river, Virginia; his business was planting oysters; I worked with him at that business; I worked for Ruckman and Wilson for three years during the oyster season; I don't know as I can tell the years exactly; I think from 1853 to 1856; my work was catching, 30 culling, planting—and in fact every branch of the oyster business; you might term it a general hand; the duration of the oyster season was from September 1st to May; during those months we cull them off, and take them up for market, too; 30 during the three summer months, a person is not allowed to catch oysters on the rocks where they grow.

I remember the ground we planted when I worked for Wil-

son and Ruckman, but they commenced business before I went with them; I remained with them until the ground was cleaned up, then I left; I am not certain whether that was 1857 or 1858; I should judge it was 1857; this ground we planted was on Wilson's farm front—on his water right; they had also a piece of ground now belonging to Bush Gray; owned it then, I think.

By cleaning up the ground, I mean taking all the oysters off, or working on it as long as it paid to work it.

- 10 We cleaned up all the oyster ground that Wilson and Ruckman planted on, before I left the concern; both the land in front of Wilson's farm, and Gray's bar as we call it.

When we cleaned off the ground we threw them up on the bar, ready to take them up when a schooner came there to get them; I couldn't tell how many oysters were left on the bar ready for market when I left there; I couldn't come any where near it; that bar was in front of Wilson's house.

Q. About how many, do you suppose, cargoes were on that bar at the time you left?

- 20 A. That would depend on the size of the vessel which took them away.

After the ground was cleaned up there were four cargoes taken from the bar; I am not certain whether it was before or after I left.

After that there were no oysters planted on the front of this farm, or on Gray's bar, by Ruckman and Wilson; some of these oysters on the ground were three years, and older; they were always planting, and were from one to four years old.

- 30 If new oysters had been planted on the ground, before the old ones were taken up, the old ones would have been smothered by the new ones and died.

After the three years had expired, Mr. Wilson planted oysters with Mr. Decker, up the river, four miles from this place.

This ground, in front of Wilson's farm, after the oysters were taken up, was not in a fit condition to plant oysters on; it was shelly.

- 40 We took all the oysters up on the vessel's deck and culled them off as long it would pay; then we worked on the ground with our skiffs and left the shells on the ground—that is, we

scraped the shells off from the oysters; after we give it up then there is nothing but shells, and is not a fit place to plant oysters.

The Gray farm, the Houseman farm and the Ferry Point farm, are between the Wilson farm and where Wilson and the Deckers planted oysters; I think they commenced planting in the fall of 1856; I took up oysters for them for market, but did not belong to the concern.

The place they planted oysters was in front of Halliday's Point, above Ferry Point; the latter part of the time they planted at Ferry Point; it was all hard ground on which they planted; during that time, I couldn't say if Wilson planted any in front of his farm; I left after Ruckman and Wilson dissolved; I helped Wilson and the Deckers unload four miles up the river; Wilson was there in charge; I never saw the Deckers there.

In the cold winter of 1857, there were a great many of these oysters which were thrown on the bar, killed by the ice; many of the oysters would lay bare at low water, and the water coming up would freeze, and the oysters would be smothered by the weight of the ice; I don't know how long the Deckers and Wilson continued to plant oysters up there; they commenced in 1856; they did not plant oysters anywhere else in Virginia than Halliday's and Ferry Points.

And being cross-examined, he says—

I lived at Staten Island for three years, since I came from Virginia; I worked at Barret Nephews' dye factory, and before that I worked at the paint mill, at the Four Corners; this is the only steady work I have done in that time; yesterday was the first day the Deckers spoke to me about this suit; Benjamin Decker first spoke to me about it; he asked me what I knew about it; it was on board of his scow; I was notified to come there by Captain Peter Metzger; he notified me to come the day before; he had not spoken to me about it before day before yesterday; I never heard before that, that this suit was in progress.

I came to Staten Island from Hampton, near Fortress Monroe; I had lived there two years; I went to Hampton from Fortress Monroe; I lived at Staten Island all my life-time,

except the twelve years in Virginia; I went to Virginia in 1853, as near as I can tell; I think it was 1853, from circumstances; I was between twenty and twenty-one years old when I went there to work for Wilson and Ruckman; I had been there before; I stayed there only in winter, that is, part of the time; I went to Virginia in 1853, and stayed there until 1863, but in that time I was back and forth; sometimes I stayed here six or eight months at a time; I was at Norfolk when it was taken by the Union forces; I left there in February, 1863; that was nearly a year after; it was taken in May, 1862, I think, by the Union forces; I left in February then next; between 1857 and 1863 I worked for myself in Virginia, at the oyster business—catching, planting, and carrying to market; I planted in Hampton creek what I planted; that is not on Nansemond river; it is about a mile from Fortress Monroe; I took the oysters to Richmond; Hampton creek is about twelve miles from Nansemond; the flats in front of Wilson's farm are extensive; the most of the flats you could not walk over; they are very soft; you would go up to your middle in mud; I know Ruckman and Wilson dissolved, from hearsay, and I know it because I helped clean the ground up.

I mean by hearsay, that I heard it from Captain Bassil Wilson and men working on the farm; I think they dissolved in the spring of 1856, but I won't be certain; the Deckers and Wilson commenced planting that fall; the Deckers planted all sizes of oysters; they would plant oysters in the fall, and send them to market that winter; some would lay two years, some would lay three years.

After Ruckman and Wilson dissolved, I went to work on the rocks in James river, catching oysters, natural growth; I know there were four cargoes taken from the bar, from hearsay.

I couldn't tell you the size of the bar from which we took the oysters; these oysters were not all there at one time.

I wouldn't like to say that the bar contained five acres; when we speak of the bar, we only speak of the dumping ground where we throw oysters when they are ready for market; I don't know now from my own knowledge when

those oysters that were dumped there were taken up; I have no idea of how many oysters we dumped there.

I couldn't say what year I took up any oysters for the Deckers; I did not work for the Deckers; I worked for Wilson and Ruckman, as a steady hand; I worked for the Deckers occasionally; I don't know when I did that.

I know the Deckers took oysters from the ground on which they planted, in the spring of 1857, because I was working where I could see all the vessels coming in and going out of the river, the Nansemond river; I don't know that they took any in 1857. 10

The Sea Witch, Captain Ryder, was one of the vessels that took out oysters for the Deckers; I don't know what date she was there; I misunderstood your question; she ran for Ruckman and Wilson, not for the Deckers.

I don't know as I can mention the names of any vessels which took oysters for the Deckers; I was working most of the time so that I could see vessels going in and out of the Nansemond river; I was working at the mouth of the Nansemond and James rivers; they connect together; the Wilson farm is five miles from the mouth of the Nansemond river. 20

When I lived in Nansemond, I lived next to Wilson's; when I left Ruckman and Wilson I did not live on the farm; I lived aboard the boat; about two years after I left Ruckman and Wilson, I went to live next neighbor to Wilson; I lived next neighbor to him for two years after that; I lived anywhere until I came to Staten Island; I couldn't say how long it was after I left the farm next Wilson's that I left Virginia; I can't say whether it was one year; I can't say whether it was two years. 30

I can't say whether it was three years.

I left the farm next Wilson's in 1861.

An oyster is fit for market for some purposes at one year old—for other purposes not until three years old; there were three sizes of oysters that were deposited on this bar—bushels, cullings, and large ones; we culled them before we put them on the bar; by culling them, I mean making three sizes of them; there are no oysters smaller than bushels.

We worked on the Wilson ground as long as the oysters 40

would pay us for our labor; Captain Wilson was the judge of that; I saw Ruckman down there once, and only once; I couldn't say when that was; it was in the summer time; it was not in the oyster season; I know Captain Aiken, of the Antoinette M. Aiken; she carried oysters for the Deckers.

I have seen Peter W. Roff; I don't know whether he ran for the Deckers or the other concern; I am not certain; his vessel was the Butler; when I saw Captain Metzger and Mr. Decker, we talked over the dates, as near as I can come at
10 them; I did not ask them about the dates.

Mr. Decker did not examine his books as to dates, when he and Wilson planted oysters, in my presence; I can't say that he mentioned dates; Captain Metzger did not suggest to me the cold weather of 1857; I mentioned it to him; Captain Metzger, Benjamin Decker, and William Decker part of the time were present at the office.

I was there about three-quarters of an hour; they did not pay me any money; they did not promise to pay me any.

I left my work at Staten Island to-day, and came here with-
20 out being paid for it; Captain Peter told me I would be satisfied; I left on those terms; by Captain Peter, I mean Captain Metzger.

I have seen Captain Rhodes, of the Partridge; I have seen him take oysters from there; I don't know whether she took them for the Deckers or the other firm.

I know Captain Joline; he took oysters out of the Nansmond river; I can't say where he took them from, or for whom he took them; neither can I tell from where, or for whom, Captain Rhodes took them; Captain Roff took oysters
30 for Ruckman; Captain Roff was in two vessels—he had the sloop Butler, that he ran for Ruckman, and he was in the Aiken, that he ran for the Deckers; I do not recollect Captain Latourette taking any oysters, from the Nansmond river, for the Deckers.

In 1856, my brother was captain of Ruckman and Wilson's sloop; his name was Benjamin M. Johnson; the name of the vessel was the Margareta Boon; my brother lives in Hampton, Virginia; John Hawkins also worked with me in 1856; those are all I can name now; there were others there
40 part of the time; we did not all leave together; there was

one man left on board the sloop after we left—not Wilson—to take care of the vessel.

Halliday's Point and Ferry Point are two different points—two different planting grounds; I should judge they are a mile and a half to two miles apart.

And being again examined-in-chief, he says—

In 1857, there were no oysters planted on the Wilson farm; when we cleaned up the ground, and dumped them on the bar, it was not intended that they should remain there; when we take them to the dumping ground, we put them down 10
thicker than when we plant them.

Captain Bassil W. Wilson got me to go to Virginia; I worked there for him and Ruckman during the oyster season, until they dissolved; when my brother gave up Ruckman and Wilson's boat, he left her there with a man to take care of her.

Wilson told me he and Ruckman had dissolved; that is why I left the business.

[Objected to by complainant.]

And being again cross-examined, he says— 20

These oysters were dumped to fatten also.

There are some rock oysters right abreast of the farm, between two channels; they have nothing to do with the farm.

M. W. JOHNSON.

Taken, sworn to, and subscribed, this 11th day of November, A. D. 1871, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Benjamin Decker, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live in Jersey City, and do business in New York with 30
my brother, William Decker, at the foot of Christopher street, North river.

My brother and me are two of the defendants; we do business as B. & W. Decker; our business is dealing in oysters; our business is conducted on board of what we call a scow boat.

At that one particular place, we have been doing business for about six years; before that, at the foot of Canal street; we were there in the neighborhood of from six to eight years—it might have been over ten years.

In 1856, we were doing business at the foot of Canal street; at that time, Elisha Ruckman was in the oyster business, I believe; he was within one hundred and fifty feet of our place of business; I have been engaged in the oyster business all my lifetime—since I knew what an oyster was; I am fifty-
10 four years old.

I think Mr. Ruckman was in the oyster business some time before 1856; I knew Bassil W. Wilson; I believe he is now dead; I have heard so; I became acquainted with him, I believe, in the spring of 1856; he then lived in Virginia; I became acquainted with him first in front of my boat; I think I was introduced to him there; that was in the month of May, in the spring of the year; on that day there were no negotiations entered into in relation to oysters; after that I became connected with him in business; some four or five
20 days, perhaps a week, after I was first introduced to him, he came on here, he stated, trying to get a settlement with Mr. Ruckman, and he said that Mr. Ruckman wouldn't settle with him.

[Conversation between Wilson and the witness objected to as hearsay.]

And he was obliged to go home without a settlement; and he wanted us to advance him some money, so he could plant some oysters, as he wanted to do something to make a living, and we agreed to do so; we were to advance him some money
30 to plant some oysters for us; he was to plant them and send them on here to us, and we were to sell them, and if there were any profits after the expenses were paid, we were to divide.

He was to plant them in the Nansemond river; he told me he owned a farm there.

[Objected to by complainant's counsel.

We advanced him some money.

Q: What was the date and amount of the first advance?

A. I think it was May 31st, 1856; the amount was \$250—
an order to S. Wellfield.

40 [Answer objected to by complainant's counsel, because the

witness obtains these figures from a book not offered in evidence.]

After that I continued to advance money; I could not tell what the amount was; it could be figured up.

The last moneys advanced do not appear on this book; they appear on my ledger, and I think were in 1866; we continued to advance to him for about ten years; my books will show the amount advanced.

[Objected to by complainant's counsel.]

During the time we advanced money to him, he kept *ad-* 10
vancing us oysters every winter and spring; I was never in Virginia myself.

From what Mr. Wilson told me, I know where these oysters were planted.

For the first two or three years they were planted at a place called Sleepy Hole; I believe it is four or five miles above Mr. Wilson's farm; afterwards he planted some down below.

[Objected to by complainant's counsel.]

He was buying and planting oysters, and loading vessels; sometimes he would buy oysters off the rocks, and send them 20
right here without planting.

[Objected to by complainant's counsel.]

From the appearance of the oysters, I could tell whether they were taken from the rocks or had been planted; some seasons oysters taken from the rocks, are full as good as those planted; sometimes he would buy planted oysters from his neighbors and have them put in vessels.

[Objected to by complainant's counsel.]

Prior to May 30th, 1856, I had not received any oysters 30
from Mr. Wilson, or from Wilson and Ruckman.

After that, I received four small loads of oysters that belonged to Ruckman and Wilson.

I think I received the first load in the spring of 1858; I have got the bills and will produce them.

An account of the first load is dated January 22d, 1858; second load, February 11th, 1858; third load, February 2d, 1858; fourth load, March 30th, 1858.

[Said accounts are offered in evidence and marked *Exhibits*
D 3, D 4, D 5 and *D 6*, on part of defendants.]

[Offering of exhibits objected to by counsel for complainant.]

These exhibits contain a correct account of these four cargoes, and were made at the time.

These bills were made in the name of Wilson and Ruckman, because Wilson said they belonged to Wilson and Ruckman.

[Objected to by complainant's counsel.]

They were consigned to us as Ruckman and Wilson's oysters; during the time of selling, we had a conversation with him, Ruckman; he told us to go on and sell them, and do the
 10 best we could for him; at that time he had quit the oyster business and was out of it.

Mr. Ruckman came on board the load, and figured on one list what they came to, and so on; that figuring appears on *Exhibit D 2*.

The writing and figures on that paper are as follows:

"Amount sold.....	\$3759.00
4 charters.....	\$850.
Wilson.....	447.
Expend.....	323.30

20 \$1620.30 \$2138.70,"

are in Mr. Ruckman's handwriting.

The statement below on the same page is in my handwriting.

The statement below in my handwriting was on the paper when Mr. Ruckman made his statement.

At that time I had paid in drafts to Wilson the amount of \$1363.81.

There is a charge on the list of \$30.46 against Mr. Ruckman; that is for oysters that he had had; on that settlement
 30 I gave Mr. Ruckman a note for \$300.

Before that I had paid him money on account.

[Witness being shown a note, says]—That is the note I gave on the date of the settlement to the best of my knowledge; the note bears date the day of the settlement, and is in Mr. Ruckman's handwriting; I paid the note when it became due.

[Said note is offered in evidence and is marked *Exhibit D 2* on part of defendant.]

The figures on *D 4*, "note to E. Ruckman, \$300," were put
 40 on the day the note was given; the statement above it was put on before.

I think it was put on in the presence of Mr. Ruckman ; we put it on and struck a balance.

Mr. Wilson told me if there was any money left when Ruckman came to collect it in, to hand it over to him ; the last moneys were paid in advance before it was collected in ; I paid him out of my own pocket, so that when the note came due I could collect it ; at the time I gave the note for \$300, I had not that amount of money in hand belonging to Ruckman and Wilson.

There is an amount of \$58.53 which was coming to Ruckman and Wilson ; there never was any demand made for that. 10

At the time I made the settlement with Ruckman, he said I ought not to have advanced Mr. Wilson so much money ; previous to that time he had not given me any orders not to pay Wilson ; I paid Wilson because he drew drafts and gave orders on me.

Between the time I advanced Wilson money in May, 1856, and this settlement in 1859, I had been receiving oysters from Mr. Wilson ; I would know from year to year the amount I received ; I think I received four or five small loads in the spring of 1857 ; in 1857, 1858, and up to May, 1859, I received in the neighborhood of \$15,000 or \$16,000 worth—that would make in the neighborhood of twelve or fifteen cargoes—from Wilson and the Deckers ; Ruckman was out of business at the time these oysters came in ; they were unloaded at the pier we usually unloaded oysters ; Ruckman made no claim for any other oysters than the four cargoes ; he did not make any claim for any other oysters, until he commenced this suit against us. 20

Prior to the commencement of this suit, he did not make any claim on us for any oysters ; he never asked us for any account of oysters ; we never had any oysters from Ruckman or in which he had any interest, except the four cargoes, to my knowledge ; I never agreed to pay the money for those four cargoes, less the amount of charter and charges to Mr. Ruckman. 30

I don't know where the oysters came from, except by hearsay.

To the best of my knowledge I never received any oysters 40

from Wilson or Ruckman, or which came off their beds, except the four cargoes.

In July, 1865 and 1866, I had not received \$35,900 worth of oysters from these beds of Ruckman and Wilson; I know I did not

I did not receive any but the four cargoes of Ruckman's oysters, at any time, or from any place, that I know.

Of my own knowledge, I have no knowledge or suspicion that I ever received any but the four cargoes of Ruckman's
10 oysters.

I accounted to Mr. Wilson for all the oysters he ever sent me; if Mr. Wilson ever sent me any oysters belonging to Ruckman and Wilson, I did not know it.

In the spring of 1856, or at any other time, I did not ask Mr. Ruckman upon what terms Mr. Wilson planted oysters with him in Virginia; Mr. Ruckman never told me that he owned the farm upon which Wilson planted oysters, while I was planting oysters in Virginia; I did not know that Ruckman owned a farm or any interest in a farm, in Virginia;
20 Ruckman never told me upon what terms he planted oysters with Wilson in Virginia.

In 1856 I did not tell Ruckman that I had heard he was going to move in the country and quit the business, and that my brother and I thought of planting oysters with Wilson on the same terms; I did not have such a conversation with him then or at any other time.

I don't know as I had a conversation with Ruckman, as narrated by him in his printed testimony, page 20, from line 35 to line 3, page 21; I don't recollect it.

30 I never heard there was an agreement between Ruckman and Wilson, as set forth on page 21 of printed testimony; I never knew there was any agreement.

I did not tell Mr. Ruckman that I had sold nearly \$5,000 worth of oysters out of one cargo of a vessel belonging to us.

Old oysters will average from seventy-five cents to one dollar a bushel—sometimes less than seventy-five cents; I did not use Mr. Ruckman's sloop, and had no knowledge of any of our folks using any vessel of his.

I do not know that we used nine skiffs and sail-boats; to
40 the best of my knowledge we never used a boat of his; we

did not use his tongs worth \$300, or \$150 worth of baskets; we did not use his scow sloop worth \$800; by our arrangement with Mr. Wilson we furnished our own boats, tongs, skiffs, sloops, and if those of Ruckman were used, they were used without my knowledge or authority.

All the demands that Wilson made on us we furnished; we furnished skiffs, tongs, boats, &c.

I don't know that I ever told Ruckman that we had planted no oysters in front of the farm owned by him and Wilson, but at Ferry Point.

Q. Did you know that they had purchased a farm there together?

A. No, sir.

Q. Did you know that Wilson had planted any oysters in front of his farm for you?

A. No more than from hearsay.

Q. If they were planted there, to whom did you suppose the farm belonged?

A. To Mr. Wilson.

Q. Did Ruckman ever tell you that he had any interest in that farm before the commencement of this suit?

A. No, sir.

Ruckman did not inform me in January, 1858, that he owned the farm in joint ownership with Wilson, and that he had a very large quantity of oysters, between one and six years old, planted.

I did not tell Ruckman in 1858 that he had dissolved partnership with Wilson, that I remember.

I couldn't say whether I saw Wilson in 1857; he usually came on every summer.

I do not know that I told Ruckman in 1858 that I had not planted any oysters on his ground; I don't recollect of ever having any such conversation with him.

Q. Did you know at that time that he had any ground in Virginia, or believe that he had?

A. No, sir.

Q. If you didn't know that he had any ground in Virginia, would you be likely to tell Mr. Ruckman that you hadn't planted on his ground?

A. I didn't know that he had any ground there, and it is not likely I told him that I hadn't planted on his ground.

I don't think I ever told Mr. Ruckman on what terms I planted with Mr. Wilson.

I had no such conversation with Mr. Ruckman that I know of, as detailed by Ruckman in his printed testimony from page 24, line 37, to page 25, line 8.

I don't recollect of having any such conversation with Mr. Ruckman, as detailed by him on page 25, printed testimony,
10 from line 8 to line 18, same page.

Ruckman never came to see me about any settlement between him and Wilson.

Ruckman never called on me in 1866 to ask me to give him an account of the oysters we had had of his.

I did not tell him that I could not settle with him unless Wilson was present.

I do not recollect that I agreed to let Ruckman know when Wilson was in town.

I never told Mr. Ruckman that I had sold \$5,000 worth of
20 oysters out of the Julia Decker.

I don't think it is true, as stated by Mr. Ruckman, that he asked William Decker or me at least once in every month if Wilson had come on, from July, 1865, to June, 1867.

Q. How near true is it?

A. He might, maybe, have asked me some time during the summer if Wilson had come on.

Mr. Ruckman, after the close of my testimony in the Wilson case, did not notify me that he would join my brother and me in that case.

30 I did not tell Mr. Ruckman what he has stated I told him in printed testimony from page 25, line 40, to page 26, line 11.

I don't hardly think I could tell where the oysters came from by their size, age and color.

The conversation, as detailed on page 26, p. 16, to line 28 same page, by Mr. Ruckman in his printed testimony, is not true.

Ruckman never told me that Wilson had no right to sell the oysters; he never told me not to receive any oysters from Wilson.

40 Wilson and us were not keeping secret from Mr. Ruckman

that Wilson and us were dealing in these oysters; our books were open for inspection to Mr. Ruckman and Wilson every day.

There was no concealment or contrivance by which Mr. Wilson and I kept from Mr. Ruckman our dealings; I did not know that Mr. Ruckman had any interest in these oysters except the four cargoes; at the time I commenced planting with Mr. Wilson I supposed his business with Mr. Ruckman had ended.

I did not suppose Ruckman had any interest in the oysters 10 after we went in business, except the four cargoes.

Mr. Ruckman did not tell me of any such facts as he has stated in his testimony, page 27, line 6, to line 1, page 28.

I did not agree to settle with Ruckman and pay him for the four cargoes, as stated on page 28, line 5 to line 9.

Ruckman did not tell me that he had paid for the farm, and was yet jointly the owner of it with Wilson, at the time we were selling the Florida's cargo.

We did not state to Ruckman while we were unloading the Florida's oysters, that our ground was at Ferry Point, in the 20 Nausemond river, about three miles further south.

Ruckman did not call on us within eight days of the time he commenced the suit to try and get a settlement with us for the oysters, nor at any other time; he never asked me for any settlement at any time.

After the settlement marked on *Exhibit D* 4, Ruckman never claimed that there was due from us \$2,000.

Ruckman never demanded from me in 1869, and monthly before that from 1865, a settlement; I don't recollect any conversation in which we promised Ruckman to settle with 30 him when Wilson came on.

Ruckman made no demand from us of the balance due him of the \$2,000 on the four cargoes of oysters, between 1859 and 1869.

He did not demand it of us, two or three times a year, until the war broke out.

Ruckman did not demand it of us when he came to New York to see us; he never demanded the \$2,000 of us at any time.

Q. Will your books show how many cargoes of oysters Samuel Acken brought from Wilson to you ?

A. At that time we had our accounts on slips, like *Exhibits D 3, 4, 5 and 6* ; I believe those slips are lost ; I can't find them.

These oysters were brought after I had made the arrangement with Wilson ; we would receive the oysters and pay the vessels the charter money, that was our mode of doing business ; we kept our accounts on these slips and collected from
10 them.

We settled with Wilson for these oysters every year ; we would strike a balance with him.

The oysters brought by Peter Roff were brought after the arrangement with Wilson.

The Julia Decker would carry from twenty-five hundred to three thousand bushels ; the last load of oysters brought by the Julia Decker was sold for \$3,853.50 ; that was her best trip ; oysters were high and times good ; oftener she would sell for \$2,000.

20 Q. Of the money advanced on the oysters received from Wilson, under your arrangement with him, what was the profit or the loss on the business.

[Objected to by complainant's counsel.]

A. I don't think we ever made anything at it ; I have the books of account, which show the advances made by me to Wilson.

[Said books are offered in evidence, and are marked *Exhibits D 7, and D 8*, on part of defendants.]

I had settlements from time to time, with Wilson, in the
30 business.

[Witness being shown a paper dated Nansmond, Virginia, May 15th, 1867, says]—That came from Mr. Wilson ; I believe it is in his handwriting.

[Said paper is offered in evidence, and marked *Exhibit D 9*, on part of defendants.]

[Offering of letter objected to by complainants.]

Q. In this letter is a charge for rent of flats ; in your previous settlements did he charge you, and did you allow him any rent for these flats ?

40 A. In settling up every year he would charge me for rent of

flats—the use of the oyster ground there; I always allowed him for it as part of the expense down there.

The list of transactions, previous to the last settlement, I have looked for and cannot find; the lists, since the war, I have got in my book; before that time they are all lost, I think.

[Objected to by complainant's counsel unless book is produced.]

And being cross-examined, he says—

I was examined in a case in which Mr. Ruckman was complainant, and the two Wilsons were defendants; that was about two years ago; I haven't kept a run of the time; I believe I told the truth in that case as near as I knew it. 10

Mr. Metzger is related to me in this way—*my uncle married his sister.*

The name of the firm has always been B. & W. Decker.

I don't know what the direction on *Exhibit D 9* means, unless it is B. & W. Decker and Wilson & Co.; I suppose he claimed partnership; I don't know that I ever bought Metzger out; he has been in my employ; he was in my employ, I think, from 1857 to a year or two back—a year or two ago; 20 the last business transaction I had with Metzger was March 25th, 1870.

When he went in with us he was connected with us in what few oysters we planted at Keyport; he was not in the business in New York.

I also sent him down to Virginia to get some oysters which Wilson was selling; I gave him a power of attorney to get those oysters.

He used to go down to Virginia before the war; he used to go on every spring and buy some oysters off the rocks, and send them on and plant them at Keyport. 30

Q. Did you not swear, in your former examination, in the Wilson suit, that Mr. Metzger attended to your business in Virginia for you?

A. He was there; if I swore to it before, it was so

Q. Was he down there to attend to your business?

A. His and mine together; of course he was.

I know Jacob Decker—two or three of them; I believe he was bringing on oysters from Virginia.

Q. Did you swear in that examination that Peter Metzger and Jacob Decker were down in Virginia attending to that business for you?

A. I must have misunderstood the question, if I did, because at that time Jacob Decker was captain of one of the schooners, and freighted oysters on here; I think he brought the first load of oysters that came to me from Wilson; it was the Director or Protector; he brought two loads to me; it was in 1857; those loads would shovel out 1,800 or 2,000
10 bushels of oysters.

I only know from hearsay, that Bassil Wilson is dead; I think his brother-in-law first told me; he told me in Jersey City, on the ferry boat.

I don't know as I can recollect, positive, when I heard it; it must be nearly two years ago that he died, but the day of the month or year I can't say; it was since my examination in that suit; he was alive then; I think he died shortly after; I did not see him between that time and the day of his death; I think the summer of 1866 was the last time I saw him; that was
20 after the war; I think he called at my house, in Jersey City.

I don't think I paid him any money at that time; I believe I did not pay him any drafts after the year 1866; I do not know that I heard of Bassil Wilson before 1855.

I don't know that I swore in my former examination that I had heard of him before; if I did so swear, it must have been true; I might have heard of him, and did not know the man; the first time I met Wilson, was in New York; the first day he was introduced to me, I do not think he said he wanted to get a settlement with Ruckman; the second time he saw me, he
30 told me; he told me and my brother; I think we were together; I think we were both present when he told me; I suppose the settlement he wanted was for the partnership business; he had been in partnership with Ruckman previous to that, so he said; he said that the partnership was dissolved; that he could not get a settlement with Ruckman; the money which I advanced to Wilson is entered in *Exhibit D 7*, and *D 8*; *Exhibit D 7* I think I purchased in 1855; it was not bought particular for Metzger; the endorsement, "B. & W. Decker, Metzger & Co., Boat No. 7, foot of Canal street, N. Y.," was
40 entered in the book, so that if the book got lost, persons would

know to whom it belonged; that endorsement might have been put there a year or two after the book was bought; we sometimes had books on hand; the entry in the book May 31st, 1856, I think was written on that day.

I commenced at the end of the book and went towards the front, because I had more room; the first year I advanced Mr. Wilson in the neighborhood of \$5000; I have footed it up, but not in my book; I would foot it up on a list the same as the other lists spoken of, and send him a copy.

I have copies of the lists I sent him since the war; I don't ¹⁰ think I have copies of any I sent before the war; I think they are all destroyed; I think we got one load of oysters in December, 1856, and I think three cargoes in January, 1857; they brought about \$3000, or a little over, I guess; the reason I can't tell accurately, is because those loads were on lists which have been lost; the loads would average from \$800 to \$1000 a cargo; they carried about seven or eight hundred hampers each; they would average a little over a dollar a hamper; a hamper will hold from a bushel and a half to two bushels and a half; the hampers I speak of, would average a ²⁰ little more than two bushels; by "list," I mean an account of oysters sold—as *Exhibits D 3, 4, 5, and 6.*

We had score books, and sometimes when it was cold, we had pieces of paper, and at night the account would be drawn off; before the war we had all the accounts on slips, and would collect from them.

I don't know as I have these score books; I have looked for them; if I can find them, I will produce them; I don't know whether I have been asked to produce them before; these lists were used to settle from, and to collect old accounts ³⁰ from them as long as we could, and after two or three years we would lay them aside; they may some of them be burned; I have seen a man burn up letters and papers off the desk; I have not got any of the lists of before the war; they are destroyed or lost; after five or six years, I supposed they were of no account; the four lists that I have produced were kept because they had not been settled up, and were kept in a book.

I believe they were kept in the back part of *Exhibit D 7*; I could, by figuring up what is on the two books, tell how much I have advanced to Mr. Wilson.

In the season of 1857 and 1858 there were four cargoes of oysters brought from Ruckman and Wilson's—two cargoes by Captain Mott and two by the Two Brothers; the Two Brothers would carry between seven and eight hundred hampers, the vessel of Captain Mott about the same; I think there were four or five other loads; one of the vessels was named
10 the Butler; I don't know the names of the others; I think Captain Roff commanded one vessel; the Butler would carry seven or eight hundred hampers; all the vessels carried about the same; at that time oysters were worth from thirty to fifty cents a bushel.

In the season of 1858 and 1859 I received from eight to twelve cargoes.

The books contain some few of the charters, but most of them are on the lists; the expense also of selling them out is on the lists.

20 In the season of 1859 and 1860 there might have been eight to twelve sent.

In the season of 1860 and 1861 I received about the same number—some of the cargoes might average more and some less.

I think I got part of a load in the spring of 1863; I don't know the name of the vessel that brought them; she had about two hundred and fifty hampers.

In 1865 and 1866 I got seven cargoes; the vessels bringing them were the Active, three cargoes; Julia Decker, one; Mary
30 Louise, one; Mangan, one, and the Rogers one.

I don't think the Active would carry three thousand bushels; the cargoes would average about twenty-five hundred bushels.

In the spring of 1867, I got a load and a part—about twelve hundred hampers.

The expense for shifting oysters accrued in 1866; Wilson told me there were about twelve thousand hampers shifted; of those I got about twelve hundred baskets.

I have not received any oysters since 1867; I don't

know as I ever saw Bassil Wilson write; I think I saw Ruckman in 1858.

I don't know as I could tell what the conversation was about; he came to tell us to go on and sell the oysters and do the best we could; he had been on the dock and seen the oysters.

I know he had been on the dock, because he said so; I remember his saying so; the reason I did not state that in my former examination, was because I could not recollect everything at once.

Ruckman came on board the scow along about one or two o'clock; the first thing he said likely was, "How do you do?" because likely he had not seen me for some time; sometimes he would see me four or five times a day, and sometimes not for a month or two.

I don't know as I could tell you what he said first; the whole substance of it was that we could take charge of the oysters and sell them, and do the best we could with them; I told him we would try and do so; I believe that was all that was said; I next saw him about these oysters about the time the next schooner arrived; I understood at that time that Ruckman and Wilson had dissolved partnership as far as planting oysters were concerned; I understood that they had dissolved partnership; I next saw him when the next load of oysters arrived, may be before; I do not remember what occurred; I think I saw him; the figures, &c., on *Exhibit D 4*, which is in Ruckman's handwriting, is not a full statement; it is not an account of the whole business; I don't know but there was two loads received after this list.

When Mr. Ruckman made those figures on the back of *D 30 4* he had received \$600; I can't tell why he did not deduct the \$600 from that amount; all the figures, Ruckman's and mine, were not put on the same day; I know they weren't, because I had them there when Ruckman came to look at them.

I know they were there when Ruckman came to see it, because I can see with my own eyes; he figured from my figures; I know he did, because I saw him do it; I was present.

Ruckman got his figures from my figures, I suppose; I

think it must have been taken from the same paper and the other lists.

Q. Did you not say a minute ago that Ruckman's figures on the back of *Exhibit D 4* were taken from your figures on the back of the same exhibit?

A. I believe I did say so, but I meant from the four lists taken from the four cargoes of oysters.

They were partly taken from one and partly from another.

Q. Did you not say that you saw Ruckman take his figures
10 from your figures?

A. I meant on all the four lists.

Whereupon the examination was adjourned to Saturday, November 25th, 1871, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

The agreement between Wilson and us was that we were to advance money to buy and plant oysters; he was then to send them on to us; we were to sell them and do the best we could
20 then, and if there was any profit after first cost and all expenses taken out, to be divided equally between us, half to them and half to us; I believe that is about the substance of the whole of it; we were to furnish all the boats, tongs, baskets, &c., and they were to do all the business, and each to pay half; in 1856 we furnished the sloop William W. Tuttle; I never charged anything for her; I sent her down there to do our business; I never charged for her, because we never had a settlement—final settlement; I sent what we call skiffs; we call skiffs boats; we sent three
30 or four boats in the spring or fall of 1856; I think they are charged on our books; I will find the entry; I find one entry 23d February, 1857, skiffs and tongs, \$253; another, March 9th, 1859, \$75, one skiff; I heard some of these skiffs were broken up or destroyed by the rebels, one stolen, and I think he had one or two hid away up in the woods; I got some of the skiffs back; the skiffs and baskets amounted to \$253 at that time; I charged what we paid for them here; I do not

think they were new; we bought them at the time, I think, almost second-hand skiffs; we might have them bought before, but wanted a chance to send down by the schooners; we may have had to wait months after they were bought; the cost of a second-hand skiff is from \$20 to \$75; at that time we sent down four or five skiffs averaging from \$40 to \$ 0 each.

The first tongs I sent were six pair, at \$3 a pair, October 3d, 1856; tongs varied in price, some large, some small; the first charges of baskets, \$48, October 14th, same year, at fifty cents 10 each; I gave Metzger a power of attorney during the time; I think he had it when the war ended in 1865; that if Wilson was not going to tend to the oysters that he should; I did not send him down to attend to our business before the war; I believe, to the best of my knowledge, he did not do any business for Wilson and us before the war; Metzger was there in the spring of 1861, buying oysters on the ; when the war broke out we sent him there to buy oysters to plant at Keyport; he was never there in the warm weather before the war; I am quite positive of that. 20

[The witness' attention is called to an entry in *Exhibit D 7*, date of January, 1857, says—The entry is P. Metzger, expense to Virginia; to the best of my knowledge, it is the expense of getting hands and boats to Virginia; it might be getting a couple or more skiffs down; I had charged him with skiffs previous to that; I think the charge for skiffs was after that; the skiffs were taken down and entered on the book after that.

When I paid the money I charged it; I don't know positive whether Metzger went to Virginia or not, or whether he paid 30 the expense of sending them there.

I must have received a load of oysters November 27th, 1856, or December 1st, 1856; I don't think I received any oysters; I think the entry is for balance of charter of November 27th, 1856; January 3d, 1857, is for another load of oysters; schooner Jane, charter February 21st, is another cargo received from Wilson.

Q. Upon what does the value of the carter depend—upon the demand for vessels and not in the size of the vessel?

A. I can't recollect name of boat Captain Lynes had. 40

February 23d, the Lizzie Jane charter was another cargo from Wilson to me.

March 16th, that entry Captain Lynes on charter books to me, as if it was a payment on account, may be a former charter; may be on account of charters.

March 19th, Captain Lynes on charter, \$100, is credit on charter.

March 21st, schooner Jane, charter \$300, was another cargo from the Wilsons to me.

10 April 7th, Captain Lynes \$50, is balance in full on his charters.

April 9th, Camel charter \$200, is another cargo from Wilson to me, "Throwing out oysters, \$25, April 9th, '57;" that boat came to us in the spring of the year; they couldn't all be sold; the balance was taken to Keyport and thrown out to save them; the \$25 was for throwing out those oysters.

April 9th, the erasure of a line is some mistake—rubbed out; I can't say positive what it is; I can't see it plain enough to tell what it is.

20 Q. What do you think it is written there?

A. It looks like "Captain" to me; the other part I can't make out; the first figure of the amount looks like a 3 in the place of hundreds; the rest I can't make out.

Whereupon the examination was adjourned to Wednesday, December 20th, 1871, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed, in the presence of the counsel of the respective parties.

30 That erasure was made on the 5th of May, 1857; I know it was made on the 5th of May, because there is an entry in the book which will show it was made on that day; that entry is in the fore part of the book, *Exhibit D 7*.

It shows the erasure was made on that day, because when I came to settle with Captain Lynes it showed that I had only charged Captain Metzger with one cargo of oysters, and he had fetched two for him; I turned to Wilson's account and said I had charged it to his account instead of to Metzger's.

Q. How does that show that that erasure was made on that day?

A. It shows on the 5th of May that it was erased and charged to Metzger's account, where it belonged.

At the last examination I couldn't tell exactly what was erased; since that it has all come to my memory.

On April 7th there is an erasure which corresponds with the entry on April 7th, in Captain Lyne's; I cannot explain it; it is so long ago that I cannot recollect it.

I do not think the footing up of the page in Wilson's account, in which the erasure occurs, was in pencil the last time I was here; none of those figures have been put in ink since the last examination.

I remember I made the entry in Metzger's account on the 5th of May, because I made it myself; I remember it distinctly; I remember erasing the entry on that day; I erased it with a penknife; I can't recollect what time it was—some-where in business hours, from ten to four; I don't remember the hour, only Captain Lynes came there to settle and I found there was a mistake in Captain Metzger's account, and at the time I made the erasure; I think he was present when I made it; I made it on board my boat, in the office; he was there; I don't know whether anybody else was there; I don't think Captain Metzger was there; it was done on the 5th of May, because my books show it; I know it was done on that day, by my books and by recollection; I recollect it was on the 5th of May; I recollect of paying him the money and making the erasure.

Q. Do you recollect it, outside of your books?

A. Yes, sir; I recollect paying him the money, outside of my books.

I recollect of erasing it on the 5th of May, outside of my books.

I recollect of erasing it on that day, because I paid the money to Captain Lynes, and made the erasure.

I couldn't tell you what day of the week it was; I erased it with a penknife.

On the 31st of December I received a load of oysters from B. W. Wilson, by the sloop Butler; she was about sixty tons

burthen ; in 1857 I paid about \$250 for a charter of the sloop Butler.

The charge January 20th was, I think, for balance on last charter.

The charges February 11th and February 27th, makes another charter for the Butler.

The entry February 27th is, "expenses sloop Butler, four trips;" the sloop Butler had not made four trips up to that time.

10 Q. Did you pay her expenses before she made the trips?

A. No, sir; not before she made the trips.

I don't think the Butler had made four trips before that time.

The charge March 14th, is another charter of the sloop Butler.

The charge March 30th, is the balance of that charter; the charge April 12th, is for another charter.

I think Peter Roff commanded the sloop Butler at that time.

20 The entry May 3d, is the balance on the other charter; the figures in pencil, under date of March 13th, 1858, I can't recollect when they were made; they were not made since this suit commenced; they must have been made five or six years ago; I have no recollection; I think I made them; it looks like my figuring.

The figures on the next page, under date of November 24th, in pencil, were made three or four years ago; I don't remember; Captain Pettit commanded a vessel in 1858; I don't know whether it was the Caroline Coles; I don't know
30 whether he ever commanded her; Captain Coe brought oysters for us in 1858; I think he brought some on December 10th, 1858, from Wilson's.

On the 24th of December Captain Roff brought us a load from Wilson's.

December 24th, "cash on charter," was for a payment on charter.

December 25th is also a balance on the first charter; we had a running account.

Captain Aiken and Captain Roff were all one boat, in
40 1858.

I think that the \$100 to S. Aiken on the 6th of January, 1857, was for the same cargo for which I paid Captain Roff on the 27th of December, \$150.

Captain Rhodes carried oysters from Wilson to us that year.

January 7th, the entry R. Rhodes, is for a load of oysters brought to me by Captain Rhodes, from the Wilsons.

January 8th, P. Roff, cash on charter, is also on account of the first charter.

The entry on January 11th, \$250, I do not think is for a 10 whole charter; it looks like another load to me.

January 19th, is an entry for payment on another charter.

The most I ever paid for a charter was in 1866; I paid \$600; that was the Julia A. Decker, Captain Thomas P. Dunton; prior to 1861, I don't think they were any over \$350; there might, possibly, have been some over \$300.

The entry January 26th, Captain Rhodes, cash, looks like cash on first charter; he had a running account on his charters.

The entry February 21st, cash, Captain Rhodes, looks like 20 cash on his first charter; he had a running account there; it might have been part on his first, and part on his second.

When I talk about a year, I mean a season; I think I paid Captain Rhodes \$225 for a charter in 1859; I think that was the highest I paid that year; I paid Captain Aiken \$300 for a charter in 1859.

I think I paid Captain Pettit about \$225 a charter that year.

The entry April 5th, "sloop Butler, balance charter for 1858 and 1859, \$900," means what I had paid him up to that 30 date.

I can't tell how many trips the sloop Butler made, without adding up the money paid her, and dividing it by \$225.

I don't think all the charter moneys on account of Wilson and me are in that book, *Exhibit D 7*; I think there are charters that are not in that book; I think they are for the year 1866; I can't recollect whether there are any before that time; I don't think there were any charters before 1866, not in that book; I think if there were I would remember it.

I don't think I swore in the Wilson suit that there were 40

charters prior to 1866, which I paid for, and which are not in *Exhibit D 7*; if I did, I was mistaken.

I can't tell how much money I paid Captain Pettit for charters, without footing it up.

The entry June 2d, for \$550, is a payment on account of charter; I could tell how many charters he had by adding up the amount, and dividing it by \$225; I think that would come out right.

10 The entry \$540, to Captain Rhodes, is for cash on his charters for the season.

The entry May 17th, \$1,005, means that at that time there was a balance of \$1,005 due to Captain Rhodes for charters.

The vessels which brought me cargoes of oysters after 1860 were the C. and N. Rodgers; that cargo sold for \$2,804.71; the next schooner was the Mary E. Mangan; she sold for \$3,677.35; the next was the schooner Active; she sold \$2,073.83; the next was the schooner Mary Louise; she sold for \$2,967.65; the next was the schooner Active; she sold for \$1,722; the next was the Julia A. Decker, Captain Dunton; she sold for \$3,853.50.

20 There was one small cargo I received after that, of about eight hundred baskets, and after that another part of a load, of about four hundred baskets.

These 1200 baskets I received were worth about fifty cents a basket; from \$600 to \$800 of these oysters were in bad order and were not salable in this market; that is the 800 baskets; the 400 baskets I suppose were fit to plant.

After the war closed and before Wilson sent me any oysters he owed me about \$500; it might be a few dollars more; I could tell accurately from my books if I were to foot them up.

30 *Q.* If your accounts before the war were lost, how can you find out from your books.

A. By a balance that I have got a memorandum of which I sent to Wilson; this memorandum is an exhibit in the cause.

I think I can make out from my books what Wilson owed me at the close of the war.

The oysters which Wilson sent me after the war sold for \$20,230.59, if I have reckoned it up right; the last cargo I got from Wilson I think came in the spring of 1867; I have
40 reckoned that in the amount.

I don't recollect that I swore on the other trial that I allowed him \$900 for these 1200 baskets; I don't think I did; I don't recollect saying that those oysters were probably worth about \$900; I don't think I knew at the time I was sworn in that case, what I allowed him for those oysters; they had not been taken up at that time; when we came to take them up I found they were in bad condition.

Since August 22d, 1865, I have let Wilson have \$3,610.

The 800 baskets, the 400 baskets are not included in the \$19,131.59. 10

The 400 baskets of oysters were thrown out at Keyport and sold; the 800 baskets were thrown out Keyport and most of them died, the rest we sold; I think these were sold after I was sworn in the other suit.

I don't remember that Wilson wrote me a letter in which he claimed I owed him \$1800; I think it was about \$1000 he claimed I owed him; I don't think I paid him anything after that.

In *Exhibit D 7* there is nothing charged in which Ruckman and Wilson were interested; their accounts are on the 20 slips.

At the end of every season I sent Wilson a copy of the list and a statement of the sales and a statement of tongs, boats, and everything I sent him; I think I have sent him a copy of our book; in 1865 I sent him a copy of the book from a year previous to the breaking out of the war; that is what I meant by saying I had a settlement with him every year; the cargo of the Julia A. Decker brought \$1, \$1.12, and \$1.25 per bushel; none of them brought \$1.50; she measured out 3220 bushels; I did not know where my vessels loaded when 30 they came to me from the Wilson's; I know where the biggest part of them loaded because the captains told me; sometimes I would ask them whether they came from up the river or down the river, and sometimes they would tell me.

I asked them where they came from, because the oysters from up the river were better, and we would want to know how good they were, so as to know how to recommend them.

Up the river meant Ferry Point or Sleepy Hole; down the river meant the flats in front of a farm next Wilson, which we hired from a man named Bush; we hired these flats about 40

the time we first went planting with Wilson ; we hired from him for four or five years ; I think Wilson told me he paid \$50 a year for it ; I think we paid about \$50 a year at Ferry Point.

When the captains said they came from down the river, I don't know what they meant, I never asked them what they meant ; I don't know that they got oysters from Wilson's farm ; I won't swear to it ; they told me they got them from down the river.

- 10 Generally oysters are poorer at eight years old than at two ; there are very few of that age come to market ; if oysters of eight years old are fat and alive, they are worth more than at two.

Generally a five-year-old oyster is worth more than a two-year-old.

- I was examined in the Wilson suit ; after my examination I do not recollect of Mr. Ruckman telling me any thing in the presence of Mr. Cloke and Mr. Romaine ; I did not hear Ruckman say anything about making me a party to those proceedings ; I do not recollect of his wanting to make me a party to those proceedings ; I never heard of it until now, that I recollect ; Mr. Cloke did not tell me that such an application had been made and that he resisted it on my behalf.
- 20

When I sold the Ruckman and Wilson oysters, we did not get the money in thirty days ; sometimes we would get it right away, sometimes the next day, sometimes in a year and sometimes never.

- I don't remember that I ever asked him to look over my books ; I don't recollect that I told him that my books and accounts were open to his inspection ; I don't remember that he asked me.
- 30

Wilson often drew on me between 1857 and 1861, and always honored them.

On the lists is an account of the drafts which Wilson drew on me, to pay for the four cargoes of Ruckman's and Wilson's oysters.

The date and amount of the drafts are on the four lists, containing an account of Wilson's and Ruckman's oysters.

A draft dated February 24th, 1858, drawn at five days sight, for \$713.81, does not appear in *Exhibit D 7*.

A draft dated April 8th, 1858, drawn at three days' sight, for \$400, does not appear in *Exhibit D 7*.

A draft dated May 13th, 1858, drawn at three days' sight, for \$250, does not appear in *Exhibit D 7*.

Those drafts do not appear on any book; the drafts and the money Wilson had, appear on the lists; Wilson wrote to me, saying, that he had drawn on me for a certain amount of money—on Wilson and Ruckman's account; I also sent 10 money down by the captains of the boats; I did not send any money down after April 8th, 1858; the only account I kept of the moneys I sent to Wilson, is on *Exhibits D 3, D 4, D 5* and *D 6*; on one they are all in a lump, on the others they are in separate items just as I sent them; in one it is cash on order to Mr. Wilson, \$100; that is all the record I have of the moneys advanced to Wilson is on the lists.

I might have paid Wilson money after April, 1858; I don't remember when it was that Ruckman notified me not to pay any more money to Wilson; I don't think I paid any money 20 to Wilson after Ruckman notified me not to; I do not remember when the entries on *D 4* were made; I think they were made the same day that I made a note to E. Ruckman for \$300; that note was given, I think, in April, 1859.

Ruckman came there every few days after I received the first oysters.

I think I advanced Mr. Wilson \$500 or \$600 besides the drafts; most of it was in sums of \$100, on his orders; I don't think I could find one of them; he used to specify on the order whose account to charge it to, whether to Wilson or 30 Ruckman and Wilson; he wrote to me; I did not keep copies of his letters; I wrote to him once or twice a week.

I think it is likely we bought oysters from Ruckman and Wilson before I went in partnership with Wilson; I did not send Captain Metzger down to get oysters which I had bought from Ruckman and Wilson before the partnership of Wilson; I don't remember that I sent the schooner Emanuel to bring oysters to Keyport; I don't know who owned her; she might have brought some oysters for me, but I do not remember it.

The entry in Metzger's account, under date of July 14th, 40

1856—note paid July 14th, 1865—looks to me like a cargo of oysters bought from Ruckman; the oysters were bought from Captain Metzger to plant at Keyport; I think they came from Virginia; I don't know whether they were Ruckman and Wilson's oysters; I do not know that Captain Metzger went down for the oysters.

I can't recollect whether Ruckman and Wilson sold me two cargoes of oysters; they might have sold me half a dozen cargoes of oysters; I won't say how much we paid them; I don't
10 recollect if it was \$3000.

And being again examined-in-chief, he says—

I think Mr. Ruckman was out of the oyster business in the winter of 1857 and 1858; when he carried on the business, he carried it on in one of these scow boats.

When he quit the business, I believe we bought the scow boat of Mr. Ruckman; when he quit the business, I think he went on his farm in Bergen county; we are doing business in the same boat now; he has not been in the business in a scow boat, so far as I know, since.

20 When we buy oysters, for the trade, in Virginia, we always buy for cash; Mr. Wilson, in our business with him, generally drew drafts on us; while we were doing business with him, we generally advanced him money faster than we received oysters from him.

I did not know that Mr. Wilson owned a farm, or any interest in a farm, in Virginia.

I never told Mr. Dunton that Mr. Ruckman owned a farm down there.

[Question objected to by complainant, as not a cross-examination.]
30 nation.]

The only business that I ever transacted, so far as I know, with Wilson and Ruckman, were those four cargoes.

I used to write letters to Bassil Wilson, and receive letters from him, and pay drafts drawn by him.

Our mode of settlement with Wilson was to balance the lists and then carry the balance forward.

[Question objected to by complainant.]

Q. Did Wilson acquiesce in the statement you sent him?

[Question objected to by complainant.]

He always acknowledged them.

The oysters that came here in bad order were not worth as much as oysters in good order; that is the reason for the difference in credit I gave him.

Oysters very seldom live eight years; you will not find much over one bushel in one thousand; you can tell from the ridges on the shell of an oyster, nearly how old it is; as a general thing, you can tell whether an oyster has been planted or taken fresh off the rocks.

At the time Ruckman was looking over and settling the lists, 10 he did not say anything about having any other oysters in Virginia.

[Question objected to by complainant.]

Some of the oysters that I got from Virginia would show their age; some were young; there were large and small oysters.

There were none as old as six or eight years.

Q. Were the oyster you received such as were regularly used in the trade?

[Question objected to.]

20

A. Yes, sir.

Q. Under date of February 27th—"By charge expenses of Butler, four trips"—what do you mean?

A. The Butler was chartered for four trips; I was going to charge the expenses of the two trips when they were made, but afterwards left them open until the other two were made.

I have not altered *Exhibit D 7* since my last examination; I have not touched it with pen, pencil, knife, rubber; nor has it been touched to my knowledge.

When I say the erasure was made on the 5th of May, and 30 the charge entered against Metzger, I mean I know it by referring to the books.

I have known Mr. Ruckman thirty-five or forty years.

I have lived within half a mile of him.

[Question objected to.]

I live now about fifteen or twenty miles from him.

Q. What is his character for truth and veracity in the neighborhood?

[Question objected to.]

A. Very bad.

40

[Solicitor for defendants offers in evidence an account book of the defendants, which is marked *Exhibit D 8* on part of defendants.]

[Also offers in evidence the ledger of the defendants, which is marked *Exhibit D 10* on part of defendants.]

[The two books were asked to be produced by the complainant.]

[Complainant objects to the offering of the exhibits.]

10 [Also offers in evidence the statement of account before referred to, which is marked *Exhibit D 11* on part of defendants.]

And being again cross-examined, he says—

I think Captain Dunton is on his way from the West India Islands in the *Julia A. Decker*, owned partly by us; I think he is very much of a gentleman.

I left the line open on which the entry of the cost of the trips of the *Butler* were afterwards written; I wrote nothing on there at all; I filled that in after she had made her fourth trip; I don't think that entry and the two following were made
20 at the same time; they are all in the same kind of ink; the ink above is different; the whole page from March looks like the same ink pretty much.

It looks as if the *Butler* made her last cargo about the 3d of May, and I did not enter the expenses until after that time; the expenses every day were put on lists; some of the expenses on some of the lists were not put on the book; the expenses on the list, that were entered in the book, were entered there after the cargo was sold out; the course of business was to enter the expenses on the lists, and from them to the books;
30 we got the dates of the expenses from the lists.

Q. Why were some of the expenses on the lists not put on the books?

A. I did not think it was necessary when I could take them from the lists.

These expenses were for shoveling oysters, &c.

[Counsel for complainant objects to *Exhibit D 7*, because it does not appear to be a book of original entries.]

BENJAMIN DECKER.

Taken, sworn to and subscribed, this 20th day of December, A. D. 1871, at Jersey City, before me.

ISAAC ROMAINÉ, *M. C.*

Whereupon the examination was adjourned to Wednesday, December 27th, 1871, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

William Decker, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

10

I am one of the defendants in this suit; I have known Elisha Ruckman from twenty to twenty-five years; I have done business in his neighborhood, but have not lived there; I have done business in his neighborhood for twenty to twenty-five years.

He and I were both in the oyster business; we both did business in Washington Market; I think he did a little business at Spring street, but I won't be positive.

At Washington Market we were next door neighbors; at Spring street we did business at the same pier; I am doing 20 business at Christopher street now; when we were both doing business at Washington Market, I cannot tell where Ruckman lived; while he was at Spring street and Washington Market he was in the oyster business all the time; I should think I knew Ruckman in the oyster business about fifteen years.

Q. What was his general character for truth and veracity in the neighborhood where he was doing business?

[Objected to.]

A. Very bad among the men he was doing business with.

Q. What was his reputation for truth and veracity in the 30 neighborhood where he lived?

[Objected to.]

A. That I couldn't say, because I didn't know where he lived.

Q. What was his reputation for truth and veracity in the neighborhood where he did business?

[Question objected to.]

A. Bad.

I know Bassil W. Wilson ; I first became acquainted with him in 1855 or 1856, at New York ; Captain Metzger introduced him to me ; my brother and I made arrangements with him as to planting oysters.

I think it was in the neighborhood of a week after I was introduced to Wilson that we made arrangements with him about planting oysters.

I had never transacted any business with him before that
10 time, nor sold any oysters for him and Ruckman.

I did not know that he and Ruckman had been planting oysters in Virginia before that ; Ruckman was doing business with some one in Virginia, who was sending him oysters, but I did not know who it was ; the arrangement made with Wilson about planting oysters, was that we were to furnish the stock, the capital, and he was to furnish the grounds for planting the oysters, the profits, if any, to be equally divided, and the losses, if any, to be equally divided ; Wilson said at the time
20 that he had plenty of good ground to plant on ; Wilson did not state to me that he had been planting oysters with Ruckman ; I think this arrangement between Wilson and us commenced in 1855 or 1856 ; Ruckman quit the oyster business in the neighborhood of 1855 or 1856 ; our firm bought the scow-boat that he used to do business in ; I think we bought the boat after we made the arrangement with Wilson ; it was
along about 1857 or 1858 that we bought the boat.

We received four cargoes of oysters on account of Ruckman and Wilson ; they were sent to our firm by Mr. Wilson ; they were consigned to B. & W. Decker ; I took
30 them to be Mr. Wilson's oysters.

I gave credit to Ruckman and Wilson for the oysters, on account of a letter sent to my brother by Mr. Wilson ; my business was to sell the oysters and do the best I could with them ; my brother attended to the correspondence and the books.

At the time these four cargoes were received, Ruckman had quit the business ; we had his scow-boat at the time.

When Ruckman quit the business, he went up to Closter to live.

40 These oysters were sent to me by Mr. Wilson to be sold,

and I did so; I think we knew before the oysters arrived that he was going to send them; a vessel named the Two Brothers brought two cargoes, and I think the Florida brought two.

I don't know the tonnage of either of these vessels; it is all owing to the market; sometimes a vessel will shovel out more than at other times.

By that I mean that when the markets are good, they do not fill up the baskets; they scant them; when the markets are bad, they pile the baskets full, to get them out; they must be 10 sold, or they will spoil.

I should think the Two Brothers would carry from eighteen hundred to two thousand baskets; the Florida from sixteen hundred to eighteen hundred baskets.

The true price I got for these oysters I gave to my brother; the prices and quantity, as put down on *Exhibits D 3, D 4, D 5,* and *D 6,* are correct.

While we were selling out these cargoes, I think I saw Mr. Ruckman on the pier; that was while I was selling some of these oysters; I saw him on the pier; I understood after the 20 oysters got here that they partly belonged to Mr. Ruckman; I saw Mr. Ruckman on the pier after I got the oysters, and I asked him if I was doing right in selling them; he said yes, go on and do the best you can; except those four cargoes, I never received any oysters in which Mr. Ruckman had an interest; he never made any claim on us for any interest in any oysters than those four cargoes; before the commencement of this suit Mr. Ruckman never made any claim on us for any oysters sent by Mr. Wilson, or anybody else; before the commencement of this suit Mr. Ruckman never made any 30 demands on us for a settlement for any oysters we had received from Wilson, in Virginia.

During the time that I was planting oysters with Wilson, I never knew that Mr. Ruckman claimed any interest in a farm in Virginia.

The first time that I heard Ruckman claimed to have any interest in this farm in Virginia was, I think, after the commencement of this suit.

I remember a suit in which Elisha Ruckman was complainant, and Bassil Wilson and Robert Wilson were defendants; 40 I was a witness in that suit.

I couldn't say positive whether it was in that suit that I first heard that he claimed an interest in the farm.

I have seen my brother have *Exhibit D 7*; that is the book in which he kept his accounts; I have seen that book from time to time; at the time we made the arrangement with Wilson, we advanced him some money before he went back to Virginia; I should think it was somewhere about May, 1856; it is on the book that time; I couldn't tell when I received any oysters after that; in that I would have to be
10 governed by the books.

We did not agree to pay the money for those cargoes, less the expenses and the charter, to Mr. Ruckman; we have never used any sloop, nor any skiff, or sail-boats, nor tongs, nor baskets, nor any scow, sloop, nor anything else belonging to Mr. Ruckman, to my knowledge; in our arrangements with Wilson, we were to furnish tools as he wanted them; we did that; we furnished the sloop William Teller; she was taken down to Virginia directly after we commenced planting oysters with Wilson; we furnished skiffs, tongs, baskets, and
20 everything he required.

Q. Did you ever tell Mr. Ruckman that you had planted no oysters in front of a farm owned by him and Wilson, but that you had planted them at a place called Ferry Point, three miles farther south?

A. No, sir.

Q. Did Ruckman inform you and your brother, or either of you, in January, 1858, of his owning the farm in joint ownership with Wilson, and that he had a very large quantity of oysters between one and six years old, planted?

30 *A.* No, sir.

I did not tell Ruckman in 1858 that he had dissolved partnership with Wilson.

I told Ruckman that Wilson had told me that he, Wilson, had dissolved partnership with Ruckman; Ruckman made no reply to that; he did not at that time claim to have any oysters in Virginia.

In this conversation he did not tell me that he expected to receive more oysters from Virginia; the oysters that I received from Wilson, after I commenced to plant with him
40 were such as would be used in the trade.

We did not receive any oysters from Wilson that appeared to be older than those we ought to have received; if oysters were five or six years old in 1855 or 1856, they would not live until 1865; I should think that after an oyster is five or six years old they do not grow—they die; six years old is a long age for an oyster.

We never rented or occupied any land of Ruckman in Virginia.

Q. In January, 1858, did Ruckman tell you that he and Wilson jointly owned the farm and the bed of oysters, and 10 that as soon as he, Ruckman, had sold those, Wilson and he had no further property together, except the farm, and boats, and implements that they used to take them up; that the first cost and expenses were due him, and was to come out first; what they brought over and above that, Wilson owned one-half jointly with him?

A. No, sir.

I did not tell Ruckman in July, 1865, in 1866, and 1867, that we had not settled with Wilson.

Ruckman did not ask me as much as once in every month 20 if Wilson had come on, or when he would be on here, from July, 1865, to June, 1867; I don't think he asked me anything about Wilson coming on.

I never had any conversation with Mr. Ruckman as to how we were doing the business with Mr. Wilson while we were doing it.

Ruckman, I think, asked me on what terms we were doing business with Wilson; I think this was from 1866 to 1867; I think he asked me the question, but I won't be positive, on what terms we planted oysters with Basil W. Wilson; I told 30 him we furnished the stock and all the implements to carry on the trade, and he was to receive a part of the benefits and be responsible for a share of the losses; he (Wilson) was to plant the oysters, or see that they were planted, and to furnish the ground.

Ruckman did not at that time say anything about having an interest in any farm down there or any oysters.

I did not tell Mr. Ruckman that we sent our vessels to Wilson to load just as he had the oysters ready, and the captains reported at what place they took in their cargoes each arrival; 40 I did not keep any account of where the oysters came from.

I had no accounts given me as to how many oysters were planted at Sleepy Hole, Ferry Point, or in front of Wilson's farm; it was not a matter of any importance where the oysters came from, to us.

I don't think one could tell from the oysters themselves where they came from, whether Sleepy Hole or Ferry Point.

There was no secrecy observed in our manner of doing business with Wilson; it was done publicly.

I never had any suspicion that Mr. Ruckman had any interest in any of the oysters we received from Virginia, except the four cargoes.

[Question objected to by complainant.]

I never had any reason to believe that we received any oysters from Wilson except what we paid for; our money paid for all the oysters we received from Virginia.

[Question objected to by complainant.]

Q. Did you agree to settle with Ruckman and pay him the proceeds of the four cargoes sold in 1858, except the charters and labor for getting them out as soon as you collected the money for them?

A. No, sir.

Q. Did Ruckman tell you at the time you were selling the Florida's oysters in January, 1858, or at any time while selling the Florida's oysters in 1858, that he had paid for the farm and was yet the owner jointly with Wilson?

A. No, sir.

I did not state to him that our ground was at Ferry Point, about three miles further south, on the Nansemond river.

Q. Did Ruckman call on you within eight days of the commencement of this suit, and try to get a settlement for these oysters that this suit is brought for?

A. No, sir.

I did not nor did I hear Benjamin say that we had not seen Wilson for more than a year; that we had not settled with him and would not until the firm had settled with Ruckman for the oysters.

I did not agree to settle with Ruckman when Wilson came on, for any oysters; he never asked me for a settlement.

I never told Captain Dunton that we had planted oysters in

front of Ruckman's farm, or that we got our oysters from the front of the farm.

The Julia Decker would measure out from 2,500 to 3,000 baskets of oysters; sometimes they would sell for from twelve to fifteen cents a basket, and then again from sixty to eighty cents a basket at that time, the time the Julia Decker was running these oysters to market; I have sold them at twelve and a half cents a basket.

On the north side of the city of New York the oyster business is done mostly in one place; the depot is at Christopher 10 street; in 1856 and 1857 it was at Spring street.

We used to receive oysters from Virginia that had been bought right off the rocks; we could tell the difference between planted oysters and those taken from the rocks.

I never was in Virginia while I was planting oysters in Virginia; I was there last spring for the first time.

And being cross-examined, he says—

I think it was in March or April last that I was in Virginia; I did not see Bassil W. Wilson; I went to Norfolk; I was not where Bassil Wilson lived; I did not inquire about him. 20

I could not tell what the entry in *Exhibit D 7*, "July 14th, note paid E. Ruckman, \$782.75," was for at all; I could not tell whether it was for oysters; my brother attended to that, and I knew no more about it than a stranger; I had no connection with the books; my brother kept the books; I never kept any books.

I do not remember of Captain Metzger bringing a load of oysters from Ruckman about that time; I do remember of sending Captain Metzger down there to buy oysters; I won't be positive whether it was in 1856; he had been down there 30 a number of years previous to 1856; I don't know whether this note was in payment of oysters; my brother can explain that better than I can; he kept the books and paid the money; I had heard of Wilson long before Metzger introduced me to him; I had heard that Wilson's business was farming and planting oysters; I did not know that Ruckman was in business with any one before 1856, in Virginia, except that he received his oysters direct from Virginia, and I supposed that he must have some parties there to send them; I knew it by

the arrivals and the oysters at the time; I should think this was in 1850, 1851, 1852; I did know that he had vessels coming from Virginia in 1854; I supposed they were his oysters, not his vessels; I don't know the names of the essels.

I don't mean to say that I never heard that Ruckman got oysters from Virginia; I had heard it; I don't know that I had heard it, but I had seen Ruckman selling oysters, and I suppose he got them from Virginia.

I never heard that he got oysters from Virginia; I supposed he got them from Virginia from the time of year; I never heard it or asked anything about it; I did business alongside of Ruckman for five or ten years; I don't think I heard he was getting oysters from Virginia, because I could see for myself.

I was satisfied that he was getting oysters from Virginia.

Q. Wasn't you pretty well satisfied that he was getting oysters from the Nansemond river, in Virginia?

A. That I couldn't tell; I couldn't tell you where they came from; I was satisfied they came from Virginia, but I couldn't tell what river they came from?

I didn't know where any of the oysters came from, except they came from Virginia; I never heard or inquired where they came from; I think I knew Wilson by sight, before Metzger introduced him to me; I think I saw him at Washington Market, New York; I couldn't tell you when it was—a good many years ago; it must have been five or ten years before Metzger introduced him to me; that was the first time I saw him, when I saw him at Washington Market; I had no acquaintance with him before Metzger introduced him; I don't know that I saw him between the time I saw him in Washington Market, and the time Metzger introduced him to me; I don't know that my brother knew him before that time.

Wilson was introduced to us at the foot of Spring street, on board of our vessel; he said he came on here for a settlement between him and Ruckman.

Q. Did you not say in your direct examination, this morning, that you did not know that Ruckman had been planting oysters in Virginia, with Wilson, until Ruckman told you so on the pier?

A. I don't know as I made that remark—in fact I did not know whether Mr. Ruckman planted oysters with Wilson or anybody else; I didn't know anything about their business.

I do not now say that Wilson told me, when I was first introduced to him, that he and Ruckman were planting oysters, but that he came on for a settlement between him and Mr. Ruckman; he did not say for what; I didn't ask for what; I supposed they were for some oysters they had together in Virginia; I could not tell you where in Virginia; there was no written agreement made between us and Wilson; there was 10 a verbal agreement made.

I did not swear in the other suit that there was no agreement; if I did I must have lost my senses.

By the arrangement which we made with Wilson we were to pay the help; we were not to pay Wilson anything as help; we were to pay the men he employed whatever he agreed to give them; that expense was to come out of the oysters first; all expenses were to be paid out of the oysters, and if there was anything left we were to divide equally.

These oysters were consigned to B. & W. Decker—that is, 20 these four cargoes; I do not remember that on the former examination I swore they were consigned to me; I couldn't have sworn so and sworn right.

Wilson did not, to my knowledge, say those were the same terms he had with Ruckman; I did not inquire of him if that was the arrangement, because I thought it was none of my business to inquire into Ruckman's business; we had received oysters from Wilson previous to receiving these four cargoes; they belonged to us.

Q. What did you mean, in your former examination, by 30 “about these dates I am not positive, but these were the first oysters I received from him,” referring to Ruckman's oysters?

A. Those were the first oysters we received from Ruckman which we supposed belonged to Ruckman and Wilson.

I supposed they belonged to Ruckman and Wilson, from a conversation with my brother about a draft that he paid that belonged to Ruckman and Wilson.

We had received oysters then which belonged to us from Wilson.

I couldn't say whether that was before we had received any 40

oysters belonging to Ruckman and Wilson; the first oysters shipped to us were shipped to B. & W. Decker; the last were shipped to the same firm.

Q. What did you mean, when you said in your examination in the Wilson case, that Wilson had shipped oysters to you through another concern since the oysters of Ruckman and Wilson.

A. Another concern from Wilson and Ruckman; I think I said in the examination in the other case, that the other concern was B. & W. Decker; I meant by that, that the agree-
10 ment we had was with Wilson.

I meant the oysters were shipped to B. & W. Decker from Wilson.

B. & W. Decker were another concern than that to which Ruckman and Wilson's oysters were consigned; I couldn't mention the cargoes I received from Wilson before the four cargoes I received from Ruckman and Wilson, without refer-
ing to the books—the books being here as exhibits.

[Witness is asked to point them out.]

20 [He answers]—I cannot, without my brother is present.

I know we received some oysters before these four cargoes, from the vessels arriving, and me selling the oysters.

I don't think I could give you the name or the number of the vessels.

I think it was in 1857 or 1858, that we received the first cargo of Wilson and Ruckman's oysters; my brother will have to explain when the first oysters of Wilson and Decker came; my brother will have to tell because he kept the books; when
30 the first oysters of Ruckman and Wilson came, I supposed they were Wilson's oysters.

When I received the first cargo of Ruckman's oysters I did not know they belonged to Ruckman and Wilson, nor when I received the second cargo, did I know that that belonged to Ruckman and Wilson; either when the third or fourth cargo arrived, I understood that Ruckman was interested in the four cargoes; my brother told me; he got it from a corres-
pondence with Mr. Wilson.

I think my brother mentioned something about a draft which Wilson and Ruckman owed; Wilson wanted my
40 brother to advance him the money to pay this draft; my brother told me he had advanced Wilson the money to pay the

draft which belonged between Ruckman and Wilson; I think it was for \$700; I can't remember whether my brother said the draft was owed by Ruckman and Wilson; my brother did not tell me that Ruckman was interested in those four cargoes; I found out that Ruckman was interested in the four cargoes from Ruckman himself; that was the first I heard that Ruckman was interested in the four cargoes; I found it out from a conversation I had with Ruckman on the pier one time; I couldn't say whether that was the first I heard Ruckman had any interest in any of the four cargoes.

10

I couldn't say positive whether that is the first I heard that Ruckman had an interest in any of the cargoes, because it is so long ago I forget; I think it was somewhere in the neighborhood of 1868 that Ruckman told me this on the pier; it was between 1867 and 1868; I could tell nearer if I should see the books and lists; that was before I received the fourth cargo of oysters; I think it was between the third and fourth cargo; I was trying to sell the oysters when he spoke to me; I asked him the question if I was doing right in trying to sell his oysters; I don't know who spoke first; I can't remember what he said first; he did not say anything to me before that, to my knowledge; I asked him if I was doing right in trying to sell the oysters; he said, "Yes, go on and do the best you can with them;" that is all he said; I don't know how he could tell they were his oysters; I don't know whether he knew they were his; I suppose he knew they were his oysters; I don't know why I supposed they were his oysters; I knew they were Ruckman's oysters from a conversation I had had with my brother; I had this conversation in 1867 or 1868.

20

30

When I say Ruckman's oysters, I mean Ruckman and Wilson's oysters.

Q. How did you know they were Ruckman and Wilson's oysters?

A. I did not know they were Ruckman and Wilson's oysters; the oysters were sent to B. & W. Decker by Mr. Wilson to sell—these four cargoes.

They were not sent the same as the other cargoes; they were sent to a different concern by different vessels; by that I mean vessels having a different name and sailed by different parties, and chartered by different parties.

40

I couldn't say who chartered the four cargoes; B. & W. Decker chartered all the others; I don't know who chartered the four cargoes, but we paid the charters.

I first found out, heard or supposed that Ruckman had an interest in the four cargoes, from a conversation with my brother.

I think that conversation with my brother was in 1867 or 1868, during the third or fourth cargo; he told he had a draft from Mr. Wilson that belonged to Ruckman, and Wilson
10 wanted him to advance the money for it; my brother did not tell me that Ruckman had an interest in the cargoes; I couldn't explain the thing any further than about the draft.

I couldn't tell you who chartered the four cargoes; I don't know that my brother and I did not; it is so long ago I can't remember; I know we paid for them; I know it because it is on my brother's books; I cannot point them out; they are either on the books or on the lists.

I think it was about the time I had the conversation with Mr. Ruckman on the pier that I found out the oysters be-
20 longed to Ruckman; I can't tell which was first; Mr. Ruckman was not doing any business at the time; I would not have sold those oysters had I known they belonged to Mr. Ruckman, because I thought Mr. Ruckman was able to attend to his own business and sell his own oysters; Mr. Ruckman was out of business then; he could sell the oysters the same as anybody else, by taking charge of them; I don't know whether Mr. Ruckman chartered those vessels or not.

I couldn't tell how long the Julia A. Decker has run; I would have to refer to my brother for that; we built her; she
30 is now running in the fruit business; I can't tell how long she run in the oyster business; I couldn't tell whether she ran oysters in 1866.

I did not sell oysters off of the Julia Decker for \$1.50 per bushel to my knowledge; I have sold oysters off of her at different prices; I would have to refer to my brother's books to tell how much her oysters sold for the last cargo; I don't know whether I could tell; I don't know any more of these books than a stranger; my brother kept them; I don't know anything about them.

The last cargo of the Julia Decker sold for \$3,853.50; she had three thousand three hundred and twenty bushels.

There are oysters we call counts; sometimes we sell them by number and sometimes by the bushel; I think that cargo was sold by the bushel; I don't know that there were any counts; I can tell by the book how we sold the oysters; we sold them by the bushel; this cargo was not sold by number.

I can tell by the book whether they were counts; this cargo was sold by the bushel.

I asked Mr. Ruckman if I did right to sell his oysters; the reason I asked him that, was because I did not want to interfere in his business; I knew he could attend to it, and I had enough of my own to attend to.

I think this was in March or April, 1858; I think I can tell all that was said between me and Mr. Ruckman.

I asked Ruckman if I was doing right in selling these oysters; he said "Yes;" nothing was said before that between me and Ruckman; Ruckman was standing on the pier; I don't know what he was doing; he was alone; he said to me to go on and sell the oysters and do the best I could with them; that is all he said.

I have heard Mr. David Forshey say that Ruckman's character for truth and veracity was bad; he is in the oyster business; he told me this years ago; I can't tell how many years ago; I have heard him say it aboard his vessels; David Forshey lives in New York; I don't know whether he lived in New York or Staten Island at that time; I don't know where he lived; I have heard that he lived in Nansemond.

I think I heard him say this a year ago last fall, the last time, on board of his vessel; I don't think any body was present but me; he was talking to me; I think he said Mr. Ruckman was a bad man, and couldn't be believed under oath; Mr. Forshey is a very deaf man; you must speak loud to him to make him hear; I don't know when this suit was commenced; I swore to my answer in this suit; I couldn't name the date I swore to it; I did not know this suit was commenced when I was examined in the other case; I didn't get any notification that the suit was commenced—from Ruckman—before the suit was commenced.

There was no subpoena served on me in this suit; there

was in the Wilson suit ; I swore to an answer in this suit, that was the first I knew of it ; I swore to it here ; I think that was the first I knew that Ruckman was going to compel me to a settlement ; I did not receive any notification from the court ; the first I knew that this suit was going on, was from my brother ; I don't know whether Ruckman notified my brother of that or not ; I don't know how my brother knew, unless Mr. Ruckman notified him.

I have heard that Mr. Ruckman's character for truth and
 10 veracity is bad, from several ; Daniel Simmons is one ; he lives at Keyport ; he lived there during the war ; I don't know how long he has lived there ; Daniel Simmons had trouble about a cargo of oysters ; I don't know that Simmons cheated him.

Another man is Moses Drake ; he is alive, and lives in Hoboken ; I think I heard him say it in New York, at the foot of Spring street ; he said Ruckman was a bad man ; I could not name any other man ; it was a general talk among the oystermen.

20 Since the war, I have not seen Mr. Ruckman very often ; sometimes I might see him once a month, and sometimes once in five or six months ; I did not see him very often before the war, back to 1857, about as often as after the war.

Whether I charged Wilson with the Teller, I will have to leave to my brother.

I think the tongs went in the general expense ; about the Teller I don't know ; I don't know whether Wilson used Ruckman's skiffs or not ; I know we sent skiffs down there.

I couldn't tell you when Ruckman first told me, that the
 30 partnership between him and Wilson had been dissolved.

Ruckman never told me to my knowledge ; I found it out in conversation with Mr. Wilson ; I had that conversation with Wilson in 1856, I think ; I won't be positive what time in 1856 it was ; I don't remember of seeing Wilson more than once in 1856 ; it was about the time of his agreeing to plant oysters with us ; I don't know whether it was before or after.

At the time of our arrangement with Wilson, no number of oysters was agreed on and no amount of money ; the agreement was, that he was to plant the oysters, and we were to
 40 furnish the stock and capital, and he had plenty of land to

plant oysters on, and he was to put his labor against our money; if there were any profits, he was to have a share, that was all; Wilson sometimes bought oysters and sent them to us without planting; Wilson bought oysters for us in 1854, 1855, and 1856; I think it was in 1855 and 1856 that Wilson bought oysters and sent them direct to us; I don't remember whether he sent any in 1854; for dates I will have to refer to my brother's books; I think Wilson first planted oysters for us in 1856; I couldn't tell the date when Wilson sent us oysters without planting, without reference to my brother's books; 10 I think it was in 1855 or 1856; he sent us quite a number of oysters without throwing them out.

I have not had any conversations with Ruckman since the war.

I sold oysters at twelve and a half cents a bushel in the hard winter we had, just after the hard spell broke up; they were B. & W. Deckers' oysters; the cold winter was in 1867; the reason for selling them so cheap, was, because they had been in the vessel a good while, and there was a glut in the market; the oysters were good to eat; in my deal- 20 ings with Peter Roff and Samuel Aiken, I have found them square men.

From this point the examination was continued by complainant by consent.

Captain Dunton is an honest man, and a man of truth; I would believe him under oath.

When I agreed to sell these oysters with Ruckman, I didn't expect to settle with any body; when he put them in my hands and told me to do the best I could with them, I did not expect to settle with him for them. 30

Wilson did not tell me that he planted oysters with Ruckman on the same terms that he did with us; he did not tell us on what terms he planted oysters with Ruckman; he did not tell me any terms; I did not know that Ruckman furnished the money to plant oysters; Captain Peter Metzger did not tell me so.

I knew that Ruckman owned a portion of the cargo, which

he told me to sell, from a conversation with Mr. Ruckman, and a correspondence he had with Wilson.

I did not write to Mr. Ruckman, at Closter, that there was a cargo of his oysters in, consigned to me; I would know my handwriting if I should see it.

I think the Florida brought the first cargo of Ruckman's oysters, Captain Jesse Mott; I knew him; he did not tell me when he first arrived that they belonged to Ruckman, to my recollection; when vessels are consigned to us, it is customary
10 for the captains to tell us where they are loaded and who for; I don't think Captain Mott told us; I think he did not tell me where they were from, or who loaded them.

He did not report to us the second trip where he loaded and who for; I do not know why Captain Mott was discharged, and the Two Brothers put in his place; I do not remember that Mr. Ruckman told me that the Brothers was a larger vessel; and he could get her for the same money, and he should discharge Captain Mott; I do not know that the Brothers
20 took the place of the Florida; I know she carried two loads of oysters right away after the Florida; I know she was a larger vessel than the Florida; I do not remember that Ruckman discharged the Florida; I won't be positive whether I chartered the Brothers or not; I am not positive that I chartered the Florida, or that I did not.

I don't think I had any conversation with Ruckman about planting oysters.

We planted oysters higher up the river—at Ferry Point, on the Nansemond.

Wilson did not tell me that he and Ruckman had oysters
30 together when we agreed to plant with him; I don't know anything about Mr. Ruckman's oysters.

At the time Mr. Ruckman told me to go on and sell the oysters, it was my intention to pay the money to my brother, and for him to settle with Wilson.

Q. How many cargoes did you receive in 1856 of Wilson's and yours; name the vessels and captains, the number of the trips, and size of the vessels?

A. I will have to refer to my brother; I don't know anything about my brother's books; it is so long ago I can't re-
40 member.

I do not know that we have-score books of 1856, 1857, 1859, 1860, and 1861.

I did not keep a score-book, and score each lot as it came out

I know what is called a score-book.

I have not, to my knowledge, had a score-book for the last fifteen years, for every cargo we took out.

The account was sometimes kept on a card, sometimes on a piece of paper, and sometimes on a memorandum-book.

We used to draw off the list with the names of the customers; we would draw it off those memorandum-books or pieces of paper; we did not keep a score-book, as a general thing; we did for some cargoes; we would score on a card, piece of paper, or memorandum-book, and then draw it off on a list.

I couldn't tell what cargoes we sold that we did not put on a score-book.

As a general thing, when we had a score-book, we had a man there to score; when I would score myself, I would have a little memorandum book, or a piece of paper, or card; I think the Florida's first cargo was scored on a little memorandum-book; I won't be positive; I think that book was lost, with many other papers that were on the boat; I think her second cargo was scored on the same book, and also her third and fourth; I think the four cargoes were scored on that book; I think that book has been destroyed; in fact, it can't be found; I haven't seen the book since the accounts were drawn off on the lists; that was in 1858, I think, when the cargoes were sold; my brother wrote it off.

I think I did not do it; I called it off, and my brother wrote it; we do not, at all times, draw off the score-book on a large account-book; I do not think we did then.

I used to be the custom about those years to copy the score-book on what they call lists.

I don't think we kept such a book during that time; we do now keep such a book.

I think we began to keep it about the time the York river opened during the war; I could tell by reference to that book.

I did not keep such a book while we were selling Ruck-

man's and Wilson's oysters, and Wilson's and our oysters, because I had nothing to do with the books; at that time it wasn't customary, in selling a cargo of oysters, to keep a book account; we used to draw from the score-books to the lists, and collect from the list; by custom, I mean other people collecting from the lists; I have paid myself on the lists; I don't know anything about anybody else's business.

The lists are written on a sheet of paper; they are no easier lost than a book.

- 10 Mr. Ruckman's oysters were not put down on an account-book so he could see it, because we did not think it was necessary; it was customary at that time to draw off our accounts on a list; afterwards we would lay it down on a desk or in a desk, and in drawing off the account on a list we thought we had all the information we wanted, and the books were of no further account.

I think it is altogether likely that the score-book would have the name of the vessel out of which we took the cargo; that book would have the first account of what was taken out of the vessel; it would be an original account; the list would 20 be a full and correct account from the books.

After the list was made, the book was carelessly thrown aside, and considered of no use.

The reason why Ruckman's oysters were not put down in the large book, so he could see who was trusted, was because it was a separate affair.

[Counsel for complainant objects to the lists offered in evidence, marked *D* 3, *D* 4, *D* 5, and *D* 6, until the loss of the original book is further proved.]

- 30 I can't say whether we kept Wilson's account on a book; my brother kept the books; I don't know how his account was kept.

I was not present when the settlement with Wilson was made; my brother did not show me the account; I know my brother kept an account with Wilson and the firm; I couldn't say what he kept it on—whether a book or a ledger; I couldn't say; I never interfere with my brother's books; I have seen my brother's books in which he kept Wilson's accounts; I saw them every year; I saw all the books he kept;

I did not know whether Wilson's account was in it; we did not have a bank account with Wilson.

Whereupon the examination was adjourned to Saturday, December 30th, 1871, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

I have not brought the book of account of the cargoes of oysters; I did not understand that you wanted them.

[Complainant gives notice to the witness to produce the 10 books of account of the cargoes of oysters of Bassil W. Wilson and B. & W. Decker for 1856, 1857, 1858, 1859, 1860, and 1861, 1865, 1866, 1867, commonly called score books; and also the books of the Florida's two cargoes of 1858, and the Two Brothers' two cargoes of 1858.]

I should think there was an account kept of each cargo as it came out—I am quite positive of it; it was kept in pencil on the wharf or boat, and on a card or piece of paper.

The collecting list is made from the card or paper or list on which the account is kept; a man named Arthur Moore kept 20 the account; also a man named Clark Van Pelt and a man named Michael Simmons has kept the account; he did not always keep the account in a book; he sometimes kept it on a card, and sometimes on a piece of paper; I have seen him do that myself; I don't know whether when he used a card he immediately transferred it to a score book; I can't say whether it was the custom; I should say it was the custom to transfer it from the card to the book; I cannot now remember of any instance where the account was not transferred from the card to the score book.

30

I can't say who was the first captain who brought oysters from Wilson and Decker to us; I couldn't state what year it was; I know Captain Peter Roff; I do not remember when he first commenced running oysters for us; I don't recollect whether he run oysters for us for six years; I think he was in the Julia Decker one trip; he was pilot; I suppose she brought a cargo of oysters.

He carried oysters in the Butler for us; I can't tell how many trips; I don't know whether he made a large number of trips; a man named Richard Rhodes brought oysters for us; he was in the Partridge; I can't say how many trips he made; he was considered a smart man; whether he made more trips than anybody else, I can't say; I can't say whether he made nine trips in one season; I can't say what is my best opinion about that.

I think Captain Roff went in the Aiken as pilot; I can't
10 recollect whether he made a large number of trips in her for us; I remember a vessel named the Sea Witch, but I don't remember whether she brought oysters or not; I know she brought oysters for other parties; I can't say that she did not make one or more trips for us and Wilson; I know Captain Henry F. Chambers; he brought oysters for us from Wilson in our own vessel, the Julia A. Decker.

I know Captain Jacob Decker, a cousin of mine; he brought oysters to us from Virginia; I couldn't say what part of Virginia he brought them from; I should think the
20 score book of that cargo would tell where they came from; we had the score book, I suppose, at the time of taking out the cargo.

I know Captain Pettit of the schooner Caroline Coles; he ran oysters for us; I can't tell where from, or how many trips; I know Captain Abraham Latourette of the Butler; I do not recollect that he ran oysters for us; I cannot recollect that he did not run any; I know Captain Daniel Joline of the Butler; I think I remember of his bringing oysters from Wilson to us.

30 I am between forty-nine and fifty years of age; my memory is not first-rate; I cannot always remember what I have been doing myself.

I know but one Moses Drake; he resides at Hoboken; I think in Meadow street; I don't know his business; he is in the oyster trade; I couldn't tell you how long he has been in the oyster trade; he is now in the firm of Van Name & Brother; I recollect Aaron Drake, but do not know his brother; the one in Hoboken is the one to whom I refer; I think it was
40 during the war, I heard him say Mr. Ruckman's character for truth was bad; I don't recollect the year.

I was generally in Washington Market, in the oyster slip, before we moved to Spring street; I know James Dinan; I know Robert Neil; I know John Stevens; I have heard of "Black Joe;" I have heard of him; I do not recollect that he and I have been out sailing, frequently, in my father's skiff.

I don't remember "Woolly Kearney," who was around the market; I remember a chap called "Frenchy;" I did not use to be with those boys a great deal in those days.

I did not go with them, sometimes, in my father's boat; they did not go with me. 10

We used to have a chowder, sometimes, in those days; I would eat with them, and so would Mr. Ruckman.

[Last part of the answer objected to by complainant.]

I did not know what Dinan and McNeil's business was.

I have seen them pick up pocket-books, and pretend they belonged to other persons.

I have not known them to deceive and cheat people to get their money.

I have seen them pick up pocket-books; they would give them to the owners, I suppose; I don't know their business. 20

I have not known either one of them to have false watches—what is called watch stuffing; I am not familiar with their business; I cannot say how long I have known these parties to be in this business; I can't state about how long; I can't say whether it was several years before we moved to Spring street; I can't say whether it was three years, more or less, before we moved to Spring street; that is as near as I can get at it.

There was not three or four years that I did not work at the oyster business; I don't think there has been a year of 30 my life, since I went into the oyster business, that I have not been in it more or less.

I have never been in any other business than the oyster business; I was always in it—that is, the oyster business.

I do not recollect that I have shared with these pocket book droppers in the money they got; my memory is not very good.

They might have given me some money, but what for, I don't know.

I have played cards for money ; I have not frequently played cards with these parties named, for the money got by pocket-book dropping, &c.; I have not sometimes done so ; I have not advanced money to them to buy pocket-books with, to stuff full, when they were short of money ; I have not myself bought them by the dozen for them, or half dozen, or single one.

I don't know anything about these persons ; I don't know whether this pocket-book dropping is called swindling ; I should term it a man doing business trying to make his living at selling pocket-books ; I don't know whether they have anything of value in them, or what they have in them ; I can't say whether I ever knew of any value put in it, but the pocket-book itself ; I have seen the persons who have been duped come back crying for their money, and looking for the ones they got the pocket-books of ; I have seen persons do this a great number of times.

I can't recollect of sharing a part of that money with them at different times.

I don't know how much is the most they ever got for these false, put-up pocket-books ; I have no remembrance what they did get ; I don't recollect of any of these parties being imprisoned.

I do not recollect a policeman named Ryder.

[The foregoing testimony was objected to at the time it was given, by the counsel for complainant, as irrelevant and not of cross-examination, and the objection here entered.]

And being again cross-examined in chief, he says—

I think Daniel Simmons is an oysterman ; he used to carry on business in the neighborhood of where Ruckman did business ; David Forshey was an oysterman at Spring street, in the neighborhood where Ruckman did business.

Q. You spoke of several persons whom you said you did not recollect, and who had said Mr. Ruckman's reputation for truth and veracity was bad ; were they in the oyster business ?

[Objected to.]

A. Yes, sir.

I do not know of any other books in which the dealings between Ruckman and the Deckers, and Wilson and the Deckers, were kept than those my brother produced here.

When the vessels would unload, I or some other person

would stand on the vessel or the pier and score the baskets as they came out, and keep it on a card; we would make a straight mark for a basket and tallies of five.

We sold them right out of the vessel; we would mark the name of the customer on the card or piece of paper and score by marks the number of bushels they had; sometimes we would use a piece of paper, sometimes a card, and sometimes a book, as was most convenient.

The oysters came mostly in the winter and spring; it was a difficult job to write or keep a book on the pier. 10

The list of the cargo was made out when the cargo was sold out.

I would cull off from my card, or piece of paper, or book, to my brother and he would mark it down in a book; when they were drawn off there we did not keep the memorandums, but threw them away as waste paper.

Q. Did you give your brother a correct account of the four cargoes of oysters of Ruckman and Wilson?

[Objected to as to the style of the question, it being leading.] 20

A. Yes, sir.

I do not think the memorandum book on which we marked down the four cargoes was kept; I think it has been destroyed.

Q. Did you consider it of any account after you had taken off the four cargoes on the list?

[Objected to for same reason as above.]

A. No, sir.

That was not a regular book; it was just a book we happened to have. 30

That was the same book in which we kept the accounts of other oysters.

It was unusual for us to sell oysters for other people as we did these.

Some of our books and papers got destroyed by overhauling our boat.

We have no other account of the four cargoes of oysters received from Ruckman and Wilson, except that on those four lists.

I have no skill in keeping books, or the way in which they are kept.

I did not receive any oysters from Mr. Wilson before I was introduced to him by Metzger, except those we received from Ruckman and Wilson.

Q. Did you receive any oysters from Wilson before you were introduced to Wilson by Metzger?

A. No, sir.

There never was anybody in partnership with us in New
10 York, except B. & W. Decker.

When I speak of my brother's books, I mean the books of B. & W. Decker.

When I speak of a different concern, I mean the oysters came to the same concern, but from different parties, that is from Ruckman and Wilson, and Wilson and the Deckers.

Q. Was you in the pocket-book dropping business?

A. I was in the oyster business.

I never was in the pocket-book dropping business; I never had any business in it, directly or indirectly.

20 These parties that Mr. Ruckman has named were floating around the market; everybody knew them; Mr. Ruckman knew them.

I was not to share with them, in any of the profits they were to get in this business.

Q. What do you mean, then, by saying that you do not remember whether you received any of the money from the pocket-book dropping business?

A. Because I never received any.

I can't tell when I had the conversation with Mr. Ruck-
30 man about receiving his oysters, whether it was 1866 or 1867, or 1856 or 1857; it was about the time we received the four cargoes in 1867 or 1868.

It is more than four years ago since we received the oysters from Wilson; it was in 1858; that was about the time I had the conversation with Mr. Ruckman.

And being again cross-examined, he says—

I can't tell what books my brother brought here; I can't tell where the several persons who have spoken about Mr. Ruckman, and whose names I have forgotten, live.

I cannot tell the name of the street or the number where they do business?

I can't recollect where they do business.

I have not, as a general thing, kept in my recollection what has passed; my recollection is not very good.

I can recollect that some of the captains reported where they got the oysters; I don't remember who they were; they would not always report; I could not tell you about when I received the first oysters from Wilson; it was after 1856.

10

What I meant when I said I received oysters in 1855, was that I received some oysters from Wilson before I got them from Ruckman; I can't tell whether Simmons came to New York before or after Ruckman left; I heard of some trouble between Ruckman and Simmons.

Forshey does not always come in on the East river side; he does not generally come on the East river side; for the last ten years he has come on both sides.

Forshey is captain of a vessel running from New York to anywhere he can buy oysters; he has no stand or scow anywhere where he sells oysters.

20

I sometimes kept score books of Ruckman and Wilson's oysters; my brother did not keep all the books; he did not keep the score books.

I have made personal search myself for these score books; during this year I don't know but I have searched for them several times; I have searched all over aboard of our vessel, from the upper to the lower deck, and from one end to the other; I have searched my house also; I searched the house because I thought they might possibly have been mislaid there; I have done that during this year back; I have lived in the house where I now live ten or twelve years; before that I lived in Watts street; I have not been there to search.

30

As a general thing, when I looked in my house I looked in my clothes, in my overcoat, for these memorandum books; nowhere else in my house; I never carried them anywhere else; I had but one overcoat to search in. WILLIAM DECKER.

Taken, sworn to and subscribed, this 30th day of December, A. D. 1871, at Jersey City, before me.

ISAAC ROMAINE, M. C.

40

Whereupon the examination was adjourned to Friday, January 5th, 1872, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the defendants, the complainant conducting his examination in person.

Benjamin N. Johnson, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I now reside at Hampton, Elizabeth City county, Virginia;
 10 I am a native of Staten Island; I know Bassil Wilson and Elisha Ruckman; I was in their employ in the oyster business; at the time I was with them they were doing business in Nansemond county, Virginia; I am not positive whether it was September or October, 1851, that I first commenced with them; I think it was September.

I was hired at Elizabethport to go down to Virginia for them; the vessel I went with was the *Thomas L. Watson*; she was used in the business down there; she went down there for that purpose; after we got down there we went to work
 20 calling and buying oysters for the New York market; at that time we did not plant any; the planting season is in the spring, summer and early in the fall, or was at that time; since that time the law has prohibited catching in the fall.

We did not go down that season to plant; in the fall of 1851, we did not plant any; we generally bought the oysters off the rocks and plants, as the case might be that season, and prepared them for the New York market; we would get them and dump them on the flats or shore, and leave them there until we were ready to send them to the New York market;
 30 we do not dump oysters on the same ground that we plant on; we have dumping grounds set apart for that purpose.

We did not use any vessel but the *Watson* the first season; I think we cleaned up the ground that season; the *Watson* remained down there all the summer for the next season; she was thirty or thirty-two tons tonnage as near as I can remember.

In the summer of 1851, we dumped the oysters on the farm adjoining Wilson's on the west—now known as the Busch farm.

Bassil Wilson did not then live in Virginia; he lived in

Elizabeth; I don't think he took possession of his farm until January, 1853; I am not positive whether it was 1853 or 1854; he used the front of the farm before he bought it; I think we threw out on Busch's front two years before Wilson took possession of his farm; he bargained for the farm, I think, in the spring or summer, as he took possession the following Christmas.

I don't think there were any oysters of any account planted in front of the Wilson farm before 1854; I do not think he took possession of it until January, 1854, and we went to 10 planting in the spring following.

The most of the oysters that were planted on that front in that year, were planted by me in the William and James; the bulk of them were in one bed, 5,000 bushels; they had oysters planted on other grounds up the river, but I do not know how many; I was not with that gang; there might have been 2,000 or 3,000 bushels planted that year, besides the 5,000 bushels; those oysters were shipped for New York afterwards; they were shipped that fall; when we commenced culling them, that is the 2,000 bushels; they were large oys- 20 ters; perhaps some of the 5,000 bushels were sent to fill out a load; the 5,000 bushels were planted to lay over until the next year, but sometimes to make up a load we would tong up some of those as bushels; I helped take up these oysters that season to load the vessels.

These oysters were not all shipped in 1854 and 1855; we commenced culling off these oysters in the fall of 1854, and culled off two or three loads or more, perhaps, before the vessels came after them; in 1854 and 1855, making one season, we did not ship them all; there were some laid over for one 30 season—we did not ship them all; there were some laid over for one season; whether it was the fault of the market I don't know; there were a load or two left; I am not certain whether it was a year or two years after that we shipped the balance of the oysters off the bar; in the latter part of February, 1855, and the beginning of 1856, I was not there; I was in one of the vessels of Ruckman and Wilson, freighting, until the 1st of May, 1855; at that time Mr. Ruckman sent on for the vessel, and she was brought on here; I then took another vessel, the *Margaretta Boone*, and went freighting with her. 40

I freighted on shares with Wilson and Ruckman, freighting oysters on the rocks; I had her from May, 1855, to September, 1856; while I was freighting with the vessels, the only vessel that Ruckman had was the General Binn, a scow of twenty tons, used as a watch boat.

In 1855 or 1856 I helped load a boat off the bar with Wilson and Ruckman's oysters; these oysters Wilson sold to Daniel Simmons; when I was freighting, Wilson used to get me to help him load oysters, hiring me by the day, as he
10 would other hands; in September, 1856, he put me to work on wages, to clean up the ground of Ruckman and Wilson.

We worked there cleaning up the ground, as long as it would pay to hire the crew; by January, 1857, we were all done culling with the crew; then I quit the concern, and went to work in another boat; at the time I quit the concern, the ground had not been wholly cleaned up; I cleaned it up after that, on shares; I was the last one that worked on this
20 ground; in the spring of 1857 or 1858, in February, I finished.

I put those oysters that I got from cleaning the ground on board the Teller, I think, I won't be positive; I may have put them on board the vessels, and sent them to New York; I worked over Wilson's ground as long as it would justify me; I got half.

After I got through, there were not oysters enough left on the ground to warrant anybody in working it; Ruckman and Wilson stopped planting oysters in 1854; they bought some oysters off the rocks in the early part of 1855.

30 Ruckman and Wilson planted no oysters in 1855; they could not, because one boat came on here, and the other I had using on shares; Ruckman and Wilson planted no oysters after 1854, to my knowledge.

The most oysters they had planted at any one time was in 1854, when they had from eight thousand to ten thousand bushels planted.

In the spring of 1856 I was living in sight of Wilson; I could not see what they were doing in front of the house; the first season they planted oysters up the river.

40 One of Ruckman's boats was sent home about May 1st,

1855; the one that was left I had working on shares, on my own account; I kept her until 1856, when I went to culling off Wilson's oysters; I remained doing that until January, when we were frozen up until February, when I left her; her bones lie in the Nansemond river yet; Wilson used her after I left her; Wilson used the Margaret Boone to cull off with her after that; she wasn't fit to freight with; she was only good for a cull-off boat; she might have been brought to New York, inside; the oysters we culled off in 1856 we put on the bar; I don't know how many we culled off that fall; I know we went to work and continued at work until January; that was not the final cleaning up of the ground; the ground was broken up, and oysters were scarce, and it wouldn't pay to hire shore hands to work on the ground.

I do not remember whether the Deckers and Wilson went together in the fall of 1855 or the fall of 1856; my impression is, that they went together in the fall of 1855; the first season they went together they planted, I think, at Shackle Hill; I am not certain whether they planted there or at Ferry Point; the second year they planted at Ferry Point; after the ground was cleaned in front of Wilson's farm, they planted there; they continued planting at Ferry Point until the beginning of the war; they did not plant any in front of Wilson's farm before the ground was cleaned up; I am not certain whether that was in 1857 or 1858; they used the bar, though, before that, to dump oysters on.

We dump oysters on hard ground; it is used for no other purpose.

It is not usual to clean up the ground every year; Wilson stopped planting and buying oysters after 1854, and February, 1855, when the concern stopped business; they did not add to the concern after that; all they did was to clean up.

The Teller was sent down in 1855 or 1856; I think in the fall of 1855; when she came down she had a skiff and tongs, &c., ready to go to work; the outfit of the Deckers was more costly than that of Ruckman and Wilson; they had larger skiffs; I think Ruckman had three or four skiffs.

The two concerns, the Deckers and Wilson, and Wilson and Ruckman, were entirely separate; I never was employed by the Deckers except to load vessels; I don't know what finally

became of Ruckman's skiffs; I know Wilson sold one to Jerry Jones, and I think one to Joe Red; there were three or four skiffs there when I left; I might have used some of these skiffs in working on the ground.

The oysters that were planted in 1854 might have been good in 1864, if they had laid so long; I think a great many of them would be dead; nobody tries such an experiment; the longest time they usually let oysters lay is three years.

The Teller was a vessel, I think, of about thirty-three tons; 10 she was a little larger than the Watson; we do not generally plant oysters where they will run dry.

And being cross-examined, he says—

I am forty years old; I was written to to come on here as a witness; I was not paid for it; they have not agreed to pay me for coming on here; they agreed to pay my expenses here and back; I do not expect any other recompense; no person came on to Virginia for me; B. & W. Decker wrote to me to come on; they said this suit was going on, and they wanted me here; I thought if I did not come they would bring me 20 by subpoena, so I came on; I have the letter they sent me.

[Mr. Ruckman requests witness to produce the letter.]

I do not know whose handwriting that letter is in; I received a telegram when to come; I was telegraphed to come last Saturday, but did not receive the telegram until Friday; I think the letter offers to pay me for my trouble; I did not come on that principle; I came to prevent my being subpoenaed, which I supposed they had power to do; I have not had any conversation with them as to what they should pay me; it is our busy season in Virginia; I had to leave my busi- 30 ness to come.

I moved to Hampton the last of December, 1859, so as to be there in January.

I went to Virginia for Wilson and Ruckman in September or October, 1851, first; I went on wages; I don't know whether Ruckman and Wilson hired the farm immediately when they went there; I think they purchased the farm from Phillips.

I am not certain when the farm was purchased, but I think

they took possession before that; I think they purchased before that; my memory is pretty good on some things.

The first season I went there with Wilson, I would call the season of 1851 and 1852.

I was with him from the fall of 1851 to the summer of 1852; I think we stopped shipping oysters in April or May, 1852; I won't be positive; I did not work for the northern markets that spring, because I was not a resident.

Wilson let a man named Matthias Mox have his vessel that summer; Wilson did not plant any oysters on the front of the Phillips farm in the summer of 1852; a man named Bowers planted oysters on shares for Wilson, I think; I knew he had charge of Wilson's sloops; I know he planted some—not many. 10

When I speak of bushels, I mean the measure we buy in, which is from five pecks to two bushels; in 1852 I was out of employment for about three months; as soon as I went to work again my wages commenced again.

In August, 1852, we went to work fitting up the General Binn to take her down there; at that time I was on here; 20 when I was away from Virginia I did not know where the Watson's oysters were planted.

When I went back, in the fall of 1852, I was sent up the river to cull oysters which Captain Wilson bought from different parties; that was about seven or eight miles from Wilson's farm; it is entirely out of sight of the farm; I had the vessel, the General Binn, there; Captain Wilson used the Watson; at that time he was culling oysters bought off the rocks and great shoals, and throwing them on the Bush farm adjoining the Wilson farm, on the south. 30

When I was up the river his work was out of sight of my work; I could not see of my own knowledge what he was doing, but I was aboard of him most every week; he continued buying oysters on the great shoal until the end of that season; he shipped those oysters on to New York, consigned to Mr. Ruckman, at least he said so; I did not see his letters.

In the spring of 1853, after he quit shipping oysters, he came on here; I stayed down there during the summer working in an open boat; I came on here once or twice; I was not 40

on wages during that summer; I planted oysters to sell to Ruckman and Wilson in the fall; I planted them on the front of the Wilson farm as my own oysters, intending to sell them to Wilson in the fall; they were the first oysters planted on the farm; I don't know when that farm was purchased; I remember of taking money down from New York; it was said it was to pay for the farm; I got it from Mr. Ruckman; he wanted me to give it to Wilson.

[Objected to by counsel for defendants.]

10 My memory is pretty good; I do not remember when I carried that money down; I am satisfied now it was in the winter of 1853; no doubt the farm was purchased before I took the money down; I have every reason to think so.

[Testimony objected to by defendant's counsel.]

There were no oysters planted on the front of this farm at the time I carried the money down; I don't know how the Deckers knew I could testify to the cleaning up of this ground, unless one of them saw me to work there.

20 Mr. Metzger probably saw me to work there, and probably told them; I can't tell how the Deckers knew I was working there.

I do not know that Metzger did tell them; I can't give any answer how they knew, further than that I told them.

I was asked in Hampton, when I cleaned the ground, by Captain Peter Metzger; he said he had understood that I had cleaned the ground up, and asked me the particulars about it, and I told him; I do not remember whether he told me the object he had in asking me at that time; he has since; he told me that Mr. Ruckman claimed all the oysters that had
30 been shipped from there up to the present time that had been planted by the Teller, and that he had brought suit for them; this was some time last spring, when he called on me at Hampton.

I cannot fix the month; it was since the death of Captain Wilson; I think it was December, 1870, that Captain Wilson died; Allen Grimstead is his brother-in-law.

[It is admitted that Captain Wilson was buried on the 28th of October, 1870.]

40 I did not tell Peter Metzger what I could testify to; I told him what I had done, and he said they would want me here

as a witness, and I told him to try and get along without me if they could, as it was a job I didn't want to have anything to do with.

In the summer of 1853 I was not on wages with Wilson; I suppose I was out of his employ about three months; then I was planting oysters on the front of the farm, and Wilson bought them of me afterwards; the scow was ashore, and I launched her down before Wilson came down there; I went down first, and Wilson came down afterwards; I went to work as soon as I got down there; I put those oysters on the bar in front of the farm; Wilson took my place on the bar when he came down to buy and cull off; I then fixed up the scow, and he sent me to Hampton to buy Hampton bars; I went to Hampton; I suppose it is twenty miles from where Wilson was in the Nansemond river to Hampton; it is entirely out of sight; I don't know what he was doing when I was out of sight; when I went back I saw him culling oysters; I think we stayed at Hampton from the beginning of October to the end of January; we then went back to Nansemond in January, 1854, or February; after I got to Nansemond I came on here to Staten Island. 20

In February or March, 1854. I took the William and James down from Philadelphia; Mr. Ruckman and I went to Philadelphia and bought her stores; after I got down there I fixed her up and got ready to plant we planted oysters that summer from her; we planted the five thousand bushels from her decks; Wilson was on home here at that time; he was on here most of the summer; in the month of May, Wilson planted with both boats from Craney Island for two or three weeks; I was to Craney Island once myself; he was planting out of the Magaretta Boone and William and James; I think Wilson sold the Watson that spring to a man on the Eastern Shore; Bowers went on the Boone; I don't know how many oysters the vessel I was in planted; I don't know how many either one of them planted; most of them were planted up the river; I did not take any account of the oysters planted by the Boone and the William and James from Craney Island; they were planted up the river. 30

The oysters that I did not plant myself or did not see

planted, I don't know where they were planted, although I saw the stakes.

I planted all summer, in 1854, from the William and James; it is only a small business then; we did the principal planting in May, and then gave it up; Captain Wilson came away; I stayed there until August, and then came home; Captain Wilson stayed away almost all summer, and while I was away there was nobody to buy; Wilson had two slaves hired from their owners in 1854; he hired them to use on the farm.

- 10 My impression is that Mr. Wright worked the farm on shares; I know he had charge of the slaves; I think these slaves oystered during the summer of 1854.

In 1854 the oysters bought off the rocks were bought by the basket, which was called a bushel, and would hold from one to two bushels.

- The William and James did not keep on planting during the summer of 1854; she laid there doing nothing, most of the time we were planting the five thousand bushels—laying there and buying oysters; I came away from there in August;
- 20 I was on wages all that year—1854; I stayed on here a week or ten days; I was not limited as to time; I think I saw Mr. Ruckman down there that summer in the Macena.

I don't think Wilson was doing anything that summer; he was on here almost all the time; Wilson commenced buying oysters, in September, off the rocks, but not to plant; he culled them off, and dumped them on the bar.

- I was working then up at Shackle Hill, about seven or eight miles from Wilson's farm; the boats were out of sight of each other; I stayed up there until the 1st of February; my work
- 30 was up there, but I came down about once a week; after I left Shackle Hill in February, Wilson quitted culling, and I took the William and James and went to freighting; I went to Chuckatuck, Norfolk and Richmond, back to Norfolk; I was nearly a month on that round trip; after this, in March, Wilson let me have two skiffs, and I finally got three, and went to oystering on the rocks on shares with Wilson; Wilson wasn't doing anything of any consequence while I was away; he had stopped culling off when he let me have the boats; I don't know what vessels Wilson loaded at different times; he
- 40 loaded the Nye, the Florida, the Two Brothers, the Breeze.

When I went oystering in the William and James, I stayed with her until the 1st of May, 1855; I then took the Margaretta Boone; she had been laying there doing nothing; I kept on oystering May out, and then run shells on her the rest of the summer; we could not run anything perishable, as she leaked so bad; we run shells all summer, until the oyster season commenced, then I went on oystering again, and sold the oysters to anybody that would buy them.

I am not positive whether the Teller came there in 1855 or 1856; I think in 1855.

10

I think I took up and delivered to the Teller less than one thousand bushels of oysters—from seven hundred to eight hundred; that was the last cleaning of the ground; it was the last of the season of 1857 or 1858, I can't tell which.

I then lived in Nansemond, right in sight of Captain Wilson's; I moved away from there in December, 1859.

There was a large front to the farm; it covered a great deal of flats, but it wasn't accounted very good ground; there wasn't much of it good, so they planted up the river in preference.

20

The oysters that were planted up the river were shipped to New York; I don't know whether the ground was cleaned; I did not clean it; I did not work up the river after February, 1855, unless it was to load boats.

Mr. Wilson did not tell me whether he put any of those on the Teller; I do not know whether any of them were put on the Teller; there was one winter I wasn't up the river; I worked on wages for Wilson and Ruckman, from September, 1856, to January, 1857; from February, 1855, to September, 1856, I was not on wages, I was oystering on the rocks; since February, 1857, I have not been on wages for Ruckman and Wilson; since that time all I have done for them has been taking up the seven hundred or eight hundred bushels of oysters on shares, except days' work, loading boats.

I could not say of my own knowledge that Wilson planted oysters for Wilson and Ruckman, after I quit working for wages for them; I am satisfied he did not.

I do not know of my own knowledge whether Wilson planted any oysters in 1855; I only know what he told me; I didn't stand there and watch him all the time; in February, 40

1855, he told me that he had done planting oysters, and was going to clean up as soon as he could; I do not think he planted any oysters after that; I don't know when the Teller first planted any oysters there; I know she did plant oysters there; she planted them to grow; she was planting there in 1859 and 1860; these oysters were small, for planting; I think she first planted there in 1859; I moved from there in 1859 and went to Hampton; I could not see what she did when I was not there; I think I saw her plant some in 1860—in
 10 September; I was working in the Nansemond river for the Deckers and Wilson one month, and in the Nansemond river, running oysters from Hampton Bar, from September, 1860, until the war broke out.

I can't tell how many oysters I saw the Teller plant; I have seen her plant oysters in front of the farm, but whether once or a dozen times, I can't tell; I have seen her there several times throwing out oysters, but how many times, I can't tell; all the winter of 1860, they were throwing out oysters and buying them there, but I can't tell how many.

20 From September, 1856, to January, 1857, I culled off oysters for Ruckman and Wilson; I should suppose it is four or five miles from Ferry Point to Wilson's farm, it is all in sight; you could see what persons were doing if they were heaving out oysters.

I did not know of the Deckers and Wilson planting oysters in front of the Wilson farm before 1859; my impression is that they culled off oysters and threw them on the bar of Great Shoals before 1859; I know there were boats loaded with vessels in 1856, but I can't tell their names now; I can't
 30 say positive whether the Deckers loaded any vessels in front of the farm in 1856.

I know the schooner Butler; I don't know whether she was the first vessel loaded for them; I can't tell when they shipped their first oysters; I recollect the name Director and the vessel; I can't say now whether she loaded there at all; I know the schooner Partridge; I don't know when she took the first load; she was there two or three winters; I don't know whether she ran entirely for the Deckers; my memory is not good on that point; I think she loaded in front of the farm,
 40 and up the river too; I remember of Captain Roff being there; I recollect of the James Butler loading in front of the

farm; I can't say positive of the Caroline Cole loading in front of the farm; I don't recollect; I think I have seen him load there.

I have seen the Aiken load in front of that farm more than once; she was the last vessel I helped load.

I recollect of the schooner Julia Decker; I think she came there about a year before the war; I think she loaded in front of the farm.

In Virginia, some pay rent for oyster grounds, some do not; I never paid any.

10

The owners of the upland claim rent for the flats in front of the land, but the oysterman resist it, and claim the right to the flat by staking it out; I do not remember of the Teller's men paying rent to Bush for land to plant on; I do not know of Wilson and the Deckers using Ruckman's skiffs in their business; I had three of them with me, that was the greater portion; after January, 1857, I do not know what they did with the skiffs; I left them there with the Boone.

I have been in the oyster business twenty-two or twenty-three years.

20

Oysters like I planted in 1854, would at eight years old, if they live, and no young growth strike on them, would all make good oysters; I never saw any planted that way; I was in York river during the war, but not for oysters.

A heavy westerly wind would make a large part of the flats in front of the farm run dry, that would not be dry in ordinary winds; I suppose there would be fifteen or eighteen inches of water on that flat, at very low water.

I should suppose the large oysters I got at Hampton Bar, would be four or five years old; I do not think they were eight or ten; I don't think oysters would live that long.

And being again examined-in-chief, he says—

When oysters are planted or dumped, it is done by stakes; the object in staking them out is to find them, and for people to know that is your boundary.

When Wilson was dumping for Wilson and Decker and Wilson and Ruckman, he had their separate stakes; it is my impression that one winter they both dumped on the same bar, but not on the same ground; I know they didn't throw the oysters together.

40

When we were cleaning up the ground in 1857 or 1858, and got the 700 or 800 bushels, we put them on board of the Teller; I counted them as sold, because I owned half of them; I kept account of them and got paid for my half; when I was cleaning up the ground on wages, I dumped the oysters on the bar.

After these oysters were taken away, Wilson used the whole bar for the Deckers' oysters; I had the privilege of working on any of the old ground of Wilson and Ruckman's, as long as it would justify me; I know the Ruckman ground well; I was there working on it all the time from the first, except when I was freighting; when I was freighting I was often in the Nansemond to see what was going on; I culled off the oysters that had been taken from Craney Island in the spring; the next fall they were not all shipped away—that winter.

After February, 1855, I do not remember of any work being done by Ruckman and Wilson, except cleaning up the ground; they did not to my knowledge plant or buy any oysters after that time; I took the boat William and James and left the Boone there; she lay there with a man on board to watch the oysters; in May, 1855, Ruckman sent down Captain Wishheart to get the William and James and bring her on here; I suppose Ruckman sent him; he came down and got her.

[Objected to by complainant.]

In May, 1855, I took the Boone.

Wilson then had no boat in Ruckman and Wilson's interest, except a scow, the General Binn; she was up the river, I think, watching oysters; I don't think we ever used her to plant with; when I took the Boone, I took the three best skiffs.

If they had been prosecuting the business, they would have needed the boats and skiffs.

I gave up the Boone about the last of January, 1857; she was a very old boat; we had kept her working along; I wouldn't have fixed her up; I would have taken her as a gift.

When the Teller came down, they went to work culling off; I was perfectly familiar with all the ground around there, and

was in and out of the Nansemond river, whether I was to work there or freighting.

While I was freighting, I paid Captain Wilson one-half of the earnings, after expenses.

That ground was as well cleaned up as oyster ground generally is; we worked on it as long as the oysters would justify it.

There were no oysters of Ruckman and Wilson's left there, after we got through cleaning it.

[Last two questions objected to by complainant.] 10

And being again cross-examined, he says—

In February, 1857 or 1858, I stopped working that ground on shares; the weather was bad that time of year, but we could work there.

I remember that the Boone had considerable expense done to her, but it didn't add to her value; when the Teller came there, I think she came in the fall—I am not certain as to that.

If they planted any oysters—that is, Decker and Wilson—they used Ruckman's boats; but they did not plant any before the Teller came down; they could not, because Ruckman had one boat and I had the other—that is, to the best of my recollection. 20

I don't know anything of Wilson staking the oyster ground; I did not stake it, or see it staked, but I know they had it staked; I know it, because I saw the stakes, and I knew we had never used the ground before; it was not the same ground that Wilson had used for his and Ruckman's oysters; it was on the front of the farm, but farther around than where he usually planted. 30

I knew of Wilson planting oysters on ground which Ruckman and Wilson's oysters had been planted on, but their oysters had been taken off; it belonged to the farm.

I cannot tell the year Wilson and the Deckers commenced putting oysters in front of the farm; I think it was 1858; it might have been sooner; I don't suppose I caught over seven or eight bushels of oysters the last day I worked there; I did not make wages the last week I worked.

I do not know whether Deckers' vessels took any of Ruckman and Wilson's oysters from up the river—Shackle Hill or Ferry Point; I don't know whether Wilson sold any to them or not.

I do not know, of my own knowledge, whether Ruckman and Wilson planted any oysters after February, 1855; I am positive they did not.

The General Binn wasn't used for the purpose of watching Decker and Wilson's oyster; she wasn't prepared for it.

- 10 He never told me that he used her for that purpose; I have not been in the employ of the Deckers very recently; I never was in their employ except one month, to my knowledge, only to help them load vessels—by the day.

I brought with my own vessel two or three loads, carrying about two hundred baskets to a load.

B. M. JOHNSON.

Taken, sworn to, and subscribed, this 5th day of January, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

- 20 Whereupon the examination was adjourned to Friday, January 19th, 1872, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed, in the presence of the counsel for the defendants, and of the complainant in person.

John Merell, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

- 30 I live in Virginia, on York river, in York county; I am a native of Staten Island; I planted oysters for the Deckers and Wilson; I commenced in 1859 and quit in 1861; I then lived in Hampton, Va; I commenced planting in September, 1859—the 1st of September—and continued until April, 1861; they paid me so much a basket, and I planted for them steady—that is, nine months in the year; I commenced planting on Wilson's front; that was not the beginning of their planting on that front; I don't think I can say when Wilson

commenced planting on that front ; I planted from thirty-six thousand to forty thousand bushels ; there were others planted oysters there besides me ; Captain Wilson was planting oysters there for a good many different ones ; I was planting for Wilson and the Deckers, and got my pay from them.

I knew that Wilson and Ruckman were together in the oyster business before that, for a year or so.

I think it was in 1858 that Captain Wilson told me that the last of his and Ruckman's oysters were up.

[Objected to by complainant.]

10

Wilson had been a partner with Ruckman.

There were other persons selling oysters to Wilson besides me ; when there were vessels there loading, if he could get good oysters he would put them right in the vessels ; if there were no vessels there, he would put them right on the flats ; he brought a good many large oysters, and put them on the flats, from there, and also from up the bay.

Whenever there wasn't a vessel there, he would put them on the flats, so as to have a load ready when the vessels came ; he always had plenty of oysters.

20

After 1858, when Wilson told me that the last of Ruckman and Wilson's oysters were up, I did not see any oysters there except those belonging to Wilson and the Deckers.

[Objected to by complainant.]

When oysters are planted there they are staked ; that is the way we can tell where oysters are.

A man will not plant oysters unless he stakes them ; it is necessary to stake them to find them.

Captain Wilson told me that he and Ruckman never planted any oysters together after he (Wilson) and the Deckers went 30 together.

When Ruckman and Wilson were together, I was up the river once in a while.

I cannot tell how many oysters Ruckman and Wilson had planted together at any one time ; I have been in the oyster business all my days, almost ; I am now forty-four years old.

It is altogether owing to the bottom oysters lay on, how long they are allowed to lay.

[Objected to by complainant.]

They are taken up at three and four years old, and some older ; 40 as a general rule, the ground is always cleaned up evrøy three

years; oysters will continue to grow so as to be profitable so long as they lay; on some bottoms they will sink at two years old; on some bottoms they will lay five years.

Oysters will not grow until they are eight years old; the under ones are bound to die.

It is unusual to let them lay on planted ground more than three years.

The oysters are not apt to freeze in the winter; the danger to them is from freshets.

- 10 The bottom in front of Wilson's farm was pretty good for a planting bottom; some parts of it was not good; the oysters would sink; I think that Captain Wilson told me that he had lost some of his and Ruckman's oysters by sinking.

After Wilson and the Deckers commenced planting, they planted all the time; they would get large oysters from up the bay, and throw them on the flats; they always did a pretty large business while they were together; Wilson used to buy whole cargoes of oysters for Wilson and the Deckers, and throw them on the flats, when vessels were weatherbound.

- 20 And being cross-examined by complainant, he says—

When I first went to work for the Deckers in Virginia I bought a vessel in company with them; my recollection is generally pretty good; I think I have been with them ten years; in the year 1862, I think, we brought the schooner Caroline D.

My recollection on that is good.

- 30 The oysters I planted for the Deckers I planted on Wilson's front and at Ferry Point; the most of them I planted at Ferry Point; I don't think I planted more than three cargoes at Ferry Point.

I always measured the number of bushels that I carried there; I kept a book of account; I have not got that book now; I can't present it; I know there was twenty thousand bushels, because I kept a book; I saw that book in July, 1861, when I came from Virginia; I left that book there with my other papers, and I suppose it was destroyed with the rest of my papers and my furniture; I never saved even a bank book.

I know some of the oysters that I planted on the front of

the farm came to New York; I know that, because I was there when they were loaded; when I planted them I planted them so that they were under water, out of sight; I did not have any marks on the oysters; after oysters are planted they sometimes change a great deal in their looks; they don't change much in one year; in seven years they will change a great deal; I suppose these oysters changed as much as usual after they were planted.

I know the oysters were taken up by the Julia A. Decker and the Aiken, and brought to New York; I know that, because I know where the oysters were planted, and I saw them taken up, and they were consigned to B. & W. Decker; Captain Wilson's crew and hired men, such as he had, took them up; I did not take them up; during the war I took up about six hundred hampers from Ferry Point, and put them on board the Julia A. Decker; they were oysters I planted myself, too, for B. & W. Decker & Co.; no part of them came from the front of the farm. 10

I know from my own knowledge what became of the oysters I planted in front of the farm by my being there; I was there two or three times a week; that is the only way I knew. 20

I did not know that farm belonged to Wilson and Ruckman; he (Wilson) told me that the farm was bought and paid for by himself.

I do not know what became of those oysters, except from being there two or three times a week.

The oysters I planted were planted by baskets; they were accounted as two bushel hampers; I could not tell how many of them I planted in front of the farm; I planted three or four cargoes at Ferry Point; they paid me twenty to twenty-five cents a basket for bringing the oysters there and planting them; I can't tell how much they paid me altogether; I am not in the employ of the Deckers now; I left their employ last March. 30

I have had considerable experience in planting oysters; I do not think the Nansemond oysters are longer lived than those planted further up the bay.

Oysters planted from five to eight years, the under ones will die.

I did not know of oysters planted in York river and taken up at the close of the war to be eight years old and first class, nor you either; I know they planted large oysters up the bay, because I saw them planted; I think the vessel that planted the oysters was the *Narcissa*; I was not in her, but I was aboard of her when she was at Nansemond; after I had thrown out a load of oysters myself I went aboard of her; that is all I know about it.

10 I know of two cargoes personally that were at Craney Island in an easterly storm, and they went in the *Nansemond* and threw them out; I did not go in the vessels; I did not help unload them; I helped catch them; I know those oysters came to New York, that fall; those oysters were taken up and put on board the *Julia A. Decker* and *Aiken*, and sent to New York consigned to B. and W. Decker; I did not take them up myself; I was there at the time they were loading.

I knew where they were planted, and I saw them taken up and put aboard the vessel.

Q. Did you stand by yourself and see the oysters taken up

20 A. I was there aboard the vessel and saw them taken up. I can give you no other answer than the truth.

Q. Why will you not answer the question as asked you?

A. I answered it as near as I can; I can do no better.

I know those vessels were loaded for B. & W. Decker to throw out at Keyport.

I knew the vessels were running for B. & W. Decker, and the captains told me they were for them; I know it, also, because the drafts were drawn on B. & W. Decker.

30 I knew the oysters were got at Craney Island, and I know they were thrown out in the *Nansemond*, and I know they were brought to New York.

I knew those oysters were sent to New York, because I was on board the vessel and saw them taken up, and they were consigned to B & W. Decker; one of the vessels I saw after that in New York, with the same oysters; that was the *Julia A. Decker*; the other I did not see; Captain Danton was then the captain of the *Julia A. Decker*.

I owned the vessel that I carried these oysters in for the *Julia A. Decker*.

I do not know when Ruckman and Wilson dissolved, only from what Wilson told me.

I knew the vessel, the *Margaretta Boone*; I did not see Wilson use her for planting oysters for the Deckers; Wilson finished the oysters of Ruckman and Wilson on her after she was sunk on the flats; I think it was between 1854 or 1855 that Ruckman and Wilson commenced planting oysters; it was somewhere in the fifties; when I commenced with Wilson and the Deckers I was thirty-three or thirty-four years old. 10

When I went in there to plant oysters I planted some myself, and some were planted by Benjamin M. Moore; Benjamin Moore did not help me every load; John Smith helped some; I cannot say whether we planted oysters on ground that had been planted before; it wasn't reasonable to plant oysters on other oysters; some of the oysters we brought from Crane Island, some from Pig Point; the loads would run from one hundred and fifty to three hundred baskets; it would be five hundred or six hundred baskets a week; I planted for him two years steady—that is, nine months in each year; I 20 planted oysters in the months of February, March and April for them; I did not sell to the northern boats; I wasn't away from there during the two years I was planting; I was there all the time.

I knew that Ruckman and Wilson had planted some oysters on the front of that farm; I did not know that they had planted some at Ferry Point too; I first became acquainted with Captain Wilson when he lived in New Jersey, and sailed a schooner called the *Editor*; I think I first saw him on the farm on the Nansemond river, or in front of it, the first year 30 he and Ruckman went together; I was in there for a harbor and went ashore, and I was aboard of the vessel he had there; I think that was in 1854 or 1855; I won't say it was that time, but that is to the best of my recollection; I know it was the first year they were together; I did not see that Ruckman and Wilson had many oysters planted together; I think they had a load or two.

In 1858 was the last business of Ruckman and Wilson, as Wilson tells me; he told me they had dissolved then.

I did not see any of Ruckman and Wilson's oysters at that time.

I can't tell who brought oysters there to sell to Wilson and the Deckers in sailing vessels except myself; there were a great many vessels; Wilson paid me; he gave me a draft on B. & W. Decker; that is the way I was paid; I don't know whether Wilson planted any oysters on the front of the Bush farm; I can't say.

10 About ten years ago it was hardly the custom to pay for planting grounds; a person would not pay unless he wanted to.

It is customary now to pay for the privilege of going ashore to cut basket wood and gather old wood.

The owners of the upland do not claim the flats in front of the farm to rent out; they can't do it by law.

It is the custom in Virginia in all the rivers to stake out the grounds where oysters were planted; I saw plenty of stakes on the ground in front of Wilson's farm, and also stakes marking oyster beds; I saw three or four hundred of them; by oysters sinking, I mean getting under the mud.

20 I first planted for the Deckers in 1859; that was not the first they had planted there; they had been planting some time before that; I was in the habit of being in that river frequently before I commenced planting for them.

It would be all owing to where I was at work how frequently I would go in there; if I was at work on the ridge, I would run in there for a harbor; I knew Wilson and John Bush; I think Wilson and the Deckers had been planting in the neighborhood of two years before I commenced planting for them.

30 I saw vessels there, one at a time, loading for Ruckman and Wilson before I was planting for the Deckers; I was aboard of one vessel when it was there, but I did not pay any attention to the quality of the oysters.

If oysters are good they are worth more at three or four years old than new plants; they are worth about one-third more.

I bought oysters in York river after the war, in 1866; I got some few plants that had laid during the war; they were large and good the first year; the next year they were poor; those

oysters were about six years old; these oysters were not the largest and finest I ever saw.

All the testimony I have given this morning is what I have seen and experienced myself.

What I have said as to what became of the oysters I planted and saw planted is not all from hearsay; it is from what I know and saw them put on board vessels and come to New York; I saw several vessel loads taken up off that ground and sent to New York; I can't name the vessels, except the Decker, Aiken and Narcissa; I was in their employ then 10 planting oysters; I had nothing at all to do with taking oysters off the ground; I did not have anything to do with taking up the oysters planted in front of the farm; after I passed them off of my vessel I had nothing more to do with them; whatever was done with them after that I had nothing to do with, except I saw them loaded and knew where they came from; I was there on business; I was there sometimes maybe all day, sometimes two hours, or, maybe, only an hour.

I remember of being there when the Julia A. Decker was loading; I was there maybe an hour; with the crew he had 20 at that time it would have to be very good weather and very good oysters to cull to load the Decker in two weeks.

I think it will take all the time it takes to load a vessel, be it three weeks or three months or one month; it would depend on the weather, the crew and the size of the vessel.

I know the schooner Aiken.

Q. How long would it take to take up a cargo for her from the beds, and cull them, and then load them into her, in your opinion?

A. It would take all the time it would take; it would de- 30 pend on the size of the vessel and the number of the men.

Q. Can you give me no other answer?

A. I don't know how many in crew he had; I didn't count his men.

Q. Why will you not answer?

A. I can't answer what I can't answer.

It is all owing to the number of men and the size of the vessel how long it will take to load a vessel.

It will take just as long as it will take; if you will tell me

how many boats there were and how many men, I will tell you how long it would take to load the Aiken.

And being again examined-in-chief, he says—

I remember of the Upshur bringing oysters to the Wilson farm for Wilson and the Deckers; I remember the Marietta Smith, Captain Van Cleef, bringing oysters there for Wilson and the Deckers; Wilson and Ruckman did not plant oysters on as large a scale as Wilson and the Deckers did; I saw very few oysters belonging to Ruckman and Wilson planted in front
10 of the farm.

I estimate that the most oysters Ruckman and Wilson had there at any one time was from twenty-five thousand to thirty thousand bushels, estimating from the business they did; when the Deckers and Wilson commenced there they had an outfit of small boats, &c.; the vessels they had there from the time they commenced were sufficient to do their business; it was a common report around there that Wilson and Ruckman had dissolved partnership.

There wasn't but one vessel of Ruckman's there, and she
20 was sunk; I do not know that she could have been used in the Deckers and Wilson business; Captain Wilson told me that all he did with her was to take up his and Ruckman's oysters.

And being cross-examined again, he says—

I am familiar with the growth of young oysters; oysters like I planted in James river, after laying there four years, will not increase in bulk; some of them will die.

I think it was the second year after Wilson and the Deckers were together that I saw the Marietta Smith and the other
30 vessels they used for planting oysters.

I couldn't tell you how many oysters I saw the Upshur bring there; I didn't count how many the Marietta Smith brought there; I did not assist in taking them out of her; at times I stood by and saw them taken out and put on the beds; I was not there all the time; I have not stated to the Deckers or their counsel what I could prove before I came in here; they asked me to come here and make a statement of how many oysters I had planted for them.

JOHN MURREL

Taken, sworn to and subscribed this 19th day of January, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

James H. Leforge, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live on Staten Island; I worked for Wilson and the Deckers in Virginia; I am an oysterman; I don't know how long I have been in the oyster business; off and on for fifteen or twenty years; I went down to Virginia in September, 1856, I believe; I went with the sloop William W. Teller from Keyport; the skiffs went down by a schooner; we took tongs and baskets; Captain Wilson and a crew of four took the Teller down; I mean Bassil W. Wilson; when we got down there we went to planting oysters off the ridge at Ferry Point. 10

To the best of my opinion we planted a month and a half, and then went culling for the winter market; we were buying while we were culling off; we would buy from different folks little lots; those that we would buy we would put at Ferry Point, except very nice ones, which we would put down and stake off; in the season of 1856 we did not plant any in front of the Wilson farm; there were some very nice ones we laid out on the flats for market; a vessel would go up to Ferry Point and get part of a load, and then come down and top off with these oysters that we had put down on the front of the farm; we dumped these oyster on clean ground; I don't know whether Wilson and Ruckman had dissolved partnership at that time; Ben Johnson was culling off with the Margaret Boone, a few oysters which were supposed to belong to Ruckman and Wilson; I saw him at work at that; I didn't pay particular attention, but from the way they worked I should judge they were cleaning up the ground; they would cull them off and throw in other squares on the same farm's front; I think they loaded the oysters that winter, and sent them on here to New York; I was in this firm from September, 1856, to July, 1857, and then brought home a load of apples with the Teller. 20 08 30

During the time that I was there the Deckers and Wilson did not take up any oysters, except what they had put down; they did not take up any of these oysters that had been

cleaned off of Ruckman's ground; they did not take up any oysters from in front Wilson's farm, except what they had put down there for market, while I was with them.

I think one vessel that took up these oysters of Ruckman and Wilson was the Florida; another was the Two Brothers; to the best of my knowledge the Florida loaded twice and the Two Brothers once.

10 I went back to Virginia the next winter, in the sloop Simonson, for Decker and Metzger; there were no other oysters to be taken up for Ruckman and Wilson, except those in front of the farm; we had baskets and skiffs, and tongs enough of our own, to do the business of Wilson and the Deckers.

We did not use any tongs or baskets except ours; we borrowed a skiff once or twice from the darkies; we did not use any of Ruckman's; I continued there off and on until 1861, when the war broke out—in fact I was there two years of the war.

In 1857, when I went down, I went down for Abraham Metzger and Decker.

20 In 1858 I went back for Captain Basil W. Wilson again; it was along through the winter; I couldn't tell exactly when; I think it was in January; we cleaned up the ground, culled off the oysters, and threw them into other squares; in that year, 1858, I planted for the Deckers and Wilson; a good many of them we planted in front of the farm; some of them we planted at Ferry Point; sometimes, in the summer, we would go out and catch oysters, but we bought most of them; I worked for the Deckers up to the beginning of the war; all that time we were planting and taking up oysters—that is, 30 during nine months of the year; in the summer we would overhaul; to the best of my knowledge I never took up any of Ruckman and Wilson's oysters, nor did I see any one except Ben Johnson, who took up Ruckman's oysters; Wilson and the Deckers did not take up any oysters in front of the farm except what they put down.

And being cross-examined, he says—

In the first year I went down there, I don't recollect how many oysters Wilson and the Deckers sent to New York; as near as I can recollect, maybe seven or eight loads; I don't

remember what vessel ran them ; I do not recollect the Butler, but Captain Roff I do recollect ; he brought the oysters away ; I helped load him twice, if not three times.

I know there were other vessels took away oysters that first winter, but I don't recollect their names ; I think the Protector took some oysters ; the second winter I was down there, I was at work on Hog Island ; the next winter I went again for Captain Wilson ; we culled off that winter, and bought some from fellows that came in with little boats ; we culled in front of the farm, and a little above, if there wasn't too much ice ; those oysters were sent to the Deckers ; the next winter, I don't remember where I worked ; I can't bring to mind where I worked ; I must have worked for the Deckers.

In 1860 I was working for Wilson and the Deckers, under Johnson ; in 1861 I was working for them the same way.

These oysters I was culling in 1858, were not the large oysters we used to top off the cargoes ; the oysters that were planted in 1858 were put on this ground.

JAMES H. LEFORGE.

Taken, sworn to and subscribed, this 19th day of January, 20
A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

John Sturges, a witness produced on the part of the defendants, being duly sworn, on his oath says—

I live in North Bergen township, Hudson county ; I worked for the Deckers in 1858 ; I went to Norfolk in the steamer Jamestown, and from there in the sloop Teller ; I was there at work in the oyster business.

I left New York in January, and went to work in February for Wilson and the Deckers. 30

When I got there, I commenced to tong oysters in the Nansemond river in front of Wilson's farm, and sometimes at Ferry Point ; I remained there from that time until 1861, when the war broke out, in their employment ; in 1858, when I went there, they were planting oysters in front of the Wilson farm, and buying oysters pretty largely ; they were handling a great many, and planting mostly at Ferry Point.

Those that they planted in front of the farm, they planted

on clean ground ; there were no other oysters on that ground, than those they were planting, to my knowledge ; the Florida never loaded in front of the farm while I was there ; while I was in their employ, there were no oysters planted in front of the farm, except by Wilson and the Deckers ; Wilson and the Deckers did not take up any oysters in front of that farm while I was there, except what they had planted.

They had the Teller there and a sloop called the News, and a good outfit of tongs, baskets, and skiffs ; I saw nothing there,
10 only what went from here ; that is all we worked with.

On some parts of the flats in front of the farm, the oysters would live a long while ; on other parts they would be buried in the mud ; in-shore the bottom was hard, but we could not leave them more than a year and a half or two years ; we used that ground for a dumping ground.

Wilson and the Deckers planted a good many oysters on these flats, but the most of them they planted at Ferry Point.

In the season of 1859 we planted a great many oysters in front of the farm—more than we ever did ; previous to 1859,
20 there were not many oysters planted in front of the farm.

JOHN STURGES.

Taken, sworn to, and subscribed, this 19th day of January, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, M. C.

Whereupon the examination was adjourned to Friday, January 26th, 1872, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

30 *Peter Metzger*, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live at Keyport, N. J. ; I am engaged in the oyster business ; I have been in the oyster business thirty or forty years ; I was never in any other business ; I have planted oysters in with the Deckers ; I planted at Keyport.

We got the oysters that we did plant from Virginia.

[Objected to by complainant.]

I was so engaged in 1856, and have been ever since, except during the war, when I was interrupted.

I introduced Mr. Wilson to the Deckers; that was in 1856, in the spring, in New York, on board of their boat; I know of Wilson and the Deckers making an arrangement to plant oysters together at that time.

I came to introduce Wilson to the Deckers, because Wilson said he wanted to plant some oysters, and I told him I thought the Deckers would plant with him.

He said he had been planting some with Mr. Ruckman, but he had quit.

He gave as a reason why he had quit with Ruckman, that he had drawn a draft and it was protested; the draft was drawn on Mr. Ruckman; he gave as another reason, that he couldn't get any settlement with Ruckman.

[Objected to by complainant.]

The bargain between Wilson and the Deckers was, that the Deckers should find boats and materials to work with, and he, Wilson, was to plant oysters; they were to furnish him the money; after that they sent materials down; I fitted out the sloop Wm. W. Teller, I think, in the first of the summer of 1856; the Teller was a vessel that belonged to the Deckers; she took down two skiffs and a number of pairs of oyster-tongs, baskets, and shovels; we sent the Teller down by a couple of men that Captain Wilson sent; these skiffs were regular oyster boats, well built and expressly for the purpose; we sent four more skiffs down in the fall of the same year; they were good skiffs.

I went to Virginia in the fall of 1856; I saw Wilson and his men making use of these skiffs we had sent down; he had a sufficient supply or outfit of tongs, skiffs, and baskets sent by the Deckers.

The first year or two Wilson made use of these implements, he was catching and planting oysters at Shackle Hill.

In 1856 and 1857, I don't think they were not planting oysters in front of the farm; they were planting them up the river at Shackle Hill.

There was about two acres of hard bottom in front of this farm; they used that to dump oysters on,

Wilson bought these oysters of different ones, that he dumped on the flats.

[Objected to by complainant.]

The oysters that were put on here were not planted; they were dumped to take up again; some would lay a week and some a month; the object in dropping them there, was to have them ready for market when a vessel came there to load them.

Deckers' vessels would sometimes partly load at Ferry Point or Shackle Hill, and then fill out their load at these flats; sometimes they would load there altogether.

In 1856 and 1857, they bought oysters pretty heavily; they bought them ready for market, as well as to plant.

When they throw out these oysters, they throw them out on ground that is clean, when they throw them out.

I don't know whether Ruckman and Wilson had any oysters in front of the farm in 1856; they did not plant any oysters in front of the farm in 1856 that I know of; I did not see them plant any oysters there in 1857.

20 If there had been any number of oysters planted there, I could not tell it unless I tried the ground; I saw some stakes there.

Wilson and the Deckers began to plant some small oysters there in 1859, I think it was; I understood that at that time the ground of Ruckman and Wilson had been cleaned up; I saw Johnson there; I can tell when a person is cleaning up ground.

Henry Ward went down with the schooner Nye, in 1856; he said that Ruckman had sent him down for some oysters; 30 he said he went to Wilson, who told him there were no oysters, except a few straggling ones; I saw the Nye when she came back; she went to Norfolk and took a charter for the West Indies.

This ground in front of Wilson's was not calculated to make oysters very fat; they grew better up at Ferry Point and Shackle Hill, which is about four miles above this farm.

I was in the Nansemond river off and on, in connection with my business.

I never saw Wilson or the Deckers use any material of 40 Ruckman in their business; they used those which I had sent

down; the Deckers requested me to look after their business when I was down there.

The planting ground in front of Wilson's farm was soft.

Oysters planted there in 1855 and 1856, would not all live until 1865, a great many of them would die; in my opinion a considerable part of them would die; I wouldn't be surprised if half of them would die.

Persons planting oysters if they were small, would let them lay four years; it would depend on the size; large oysters we would take up the same season, unless they were poor; if 10 oysters are large, they do not ordinarily let them lay more than a year or two; the Deckers planted until the spring of 1861; I sold them one cargo of oysters in the spring of 1861, just before the war broke out; they planted a great many oysters in the winter and spring of 1861; I don't know as they planted more then than they had before; they planted heavily in 1859 and 1860; I saw where they planted my oysters and others they were buying at the same time; I shouldn't think they would plant on the top of other oysters; if there were any oyster under, they would go out of sight; nobody 20 would do anything like that.

During the war I went down there to look after these oysters for the Deckers; I got a permit from General Butler; I was in there in 1863, but did not get any oysters in the year 1864; I got in the neighborhood of one cargo; that I got in front of the farm; I think I was in the Julia Decker that trip; I should think those were oysters I had seen planted by the Deckers; that cargo was all the oysters that were got during the war; after the war, I remember of their getting 30 oysters.

When I was there in 1863, Wilson turned all the oysters over to the Deckers; there must have been some five or six loads of oysters came after the war; some from in front of the farm, and some from up the river; those were oysters I had seen Wilson and the Deckers planting before the war.

I understood that the schooner Nye belonged to Ruckman; I have been at Wilson's house a number of times; after the war, I had a conversation with Wilson; he said that Mr. Ruckman had been there and wanted to buy the oysters that

belonged to the Deckers ; he wanted to buy one-half of the oysters of Wilson and the Deckers.

[Objected to by complainant.]

Mr. Wilson told Mr. Ruckman that the oysters belonged to the Deckers, and if he wanted them, he must go there ; Wilson told me this.

Captain Wilson, after the Deckers went in with him, bought a great many large oysters ; he bought all he could buy, I suppose.

10 Those were the ones he put on the two acres of flats in front of the farm.

The flats where they dumped oysters, was nearer the shore than where they planted oysters ; it was inside the soft bottom.

Persons are not very apt to plant oysters where they will run dry ; it occasionally happens that they will run dry.

And being cross-examined, he says—

I have known the sloop Teller ; I had her built ; she is gone now ; when she was first built, I was the sole owner of her ;
20 I did not own her when she went down to Mr. Wilson in Virginia.

I must have parted with her some ten or twelve years before that ; I owned no part of her ; the Deckers' father bought the whole of her before he died.

I got a few oysters that we planted here from northern beds ; the most of them came from Virginia.

I first had a conversation with the Deckers in 1856 ; I can't tell the month ; I think it was about the 1st of May, 1856.

Wilson told me he wanted to find somebody to plant oysters ; I was then in Norfolk, Virginia ; I told him I was coming on to New York ; he said he was coming on, he wanted to see Ruckman ; I told him I was coming on, and he came on with me in the steamship ; I had been acquainted with Wilson some time before that, probably a dozen years ; I don't think I was ever at his house before that ; I don't think I had been on the planting ground in front of his farm before that ; Wilson said he wanted somebody to plant with him ; I told him maybe the Deckers would plant with him ; I was going on and would introduce him to them ; I had not talked

with the Deckers whether they would plant with him or not before I introduced Wilson to them; I think I saw the draft; the most I know about the draft is what he told me; he had been to some one in Norfolk who had cashed the draft for him; that, and what he told me, is all I know about the draft; I don't know any thing about the settlement except what Wilson told me.

The Deckers agreed to furnish Wilson all the money he wanted to plant with; he was unlimited in amount; I do not know how much money they did furnish him under that agreement; I think it was in 1856, that they furnished him the money; I think they gave him some when he went away in the spring of 1856; I did not see them give him the money; I only know from what they told me; I sent the Teller down as soon after that as I could get her ready; it wasn't more than a month; I think she went down before September; I think one of the men who came here to take her down was John Smith; I think there were two; my memory is as good as anybody's for an old man; I don't know for certain, but I think she left before the 1st of September. 10

I don't know whether either of the Deckers or Mr. Wilson told me that they commenced planting oysters in May, 1856; I know they planted in the fall of 1856. 20

I don't know what Wilson used the first money for, they told me they gave him some money; I don't know what he used the money for—if he used the money for planting oysters in the spring; the Deckers had no small boats there; I can't say what time in 1856, I went down to Virginia, except that it was in the fall; it may have been December; I went to Norfolk; I remained down there all winter; I went to Wilson's place on the Nansemond, as soon as I got down there; I was there a number of times; I stayed there sometimes a day or two, that's all; I did not stay long at a time; I went to see Wilson; he was home at work; I saw these same skiffs and the Teller down there that I had sent; I was up to Ferry Point and Shackle Hill the first time I was down. 30

We generally know the difference between rock oysters and plants, when we see them; a great many of the oysters that Wilson and the Deckers dumped on the flats in front of the farm, were what are called rock oysters; I know there are a great many large rock oysters caught on Great Shoals. 40

There were that kind and others that were put on the dump ground ; there were sand oysters dumped there too.

I don't know that I saw Wilson dump any oysters in front of the farm in 1856 ; he planted mostly up above.

I was there in 1857 ; I think I saw Wilson put some oysters on the dump ground in front of the farm in 1857 ; they were large oysters.

I don't know that I was there when they threw the first oysters on the dump ground ; I don't think I was ; I don't know about how many they had there when I first saw them ; it was along in the fall of 1857, about December, that I saw them dump oysters in front of the farm ; I was there not more than a week at a time.

I saw Wilson put some oysters down there in front of the farm ; he bought some of Jerry Jones ; he got about a hundred hampers ; he bought some of a man named Joseph Red ; he brought them there in a little sloop ; I don't think there were over a hundred baskets ; there were some darkies catching oysters ; I saw them unloading them ; they were in little boats ; I think some came from Town Point.

The first I know of Wilson planting oysters there, was in 1859 ; oystermen who are familiar with oysters know old plants from rock oysters.

I do not know anything of Wilson and the Deckers taking any oysters from the front of that farm in 1858 ; I don't recollect of seeing them put any there.

If I was not there I would not know if the ground was cleaned up before the oysters were planted, only from hearsay.

I am familiar with planting young oysters ; oysters planted four or five years on that bottom, we would expect to get more than we put down in bulk ; some would die and some would go under the mud ; the Nansmond is soft, and I have lost oysters by going under the mud ; sometimes we do not get as many as we put down ; I would think if I got as many as I put down on that bottom I would be doing well ; I would be satisfied ; oysters planted six or seven years ought to be pretty good, they would be box oysters ; I have seen very few extras come from there ; in 1859 I got there along in the fore part of the winter, that is in December ; I was there one day, on a Friday in that year ; there were twelve sloops and schooners

laying there; Wilson went off to them and bought them; I was with him; their cargoes would run from one hundred to four hundred hampers; I came away on Saturday some time; I knew Captain John Merley; Wilson expected him the next day; he was not among that crowd.

I do not know why Wilson planted those oysters in front of that farm at that time.

I did not see Wilson take up any oysters from the dumping ground in 1858 or 1859; the Teller caught oysters every year; I don't know anything about the farm except from seeing the sloop Teller going in and out of the river, and they told me they were planting oysters in front of the farm; by "they," I mean boys who were on board the vessel; John Smith, I think he was captain, and a man named Ben Moore; there was a large crew aboard.

I don't know that I saw any vessels load in front of the farm in 1856 or 1857; I was not there steady; I don't think I saw any vessels load there in 1857 or 1858.

I can't tell anything about taking oysters away in 1859; I remember of their planting, but not about their taking them away.

I can't say that I saw any oysters taken away from there in 1860, that I know of.

In 1861 I saw some vessels take oysters from there; the Julia Decker brought some; she took them from the front of the farm; the Aiken was one; I saw the Julia Decker bring two loads; I think the Aiken brought one; that is all I know of coming from there in 1861; I think this was along in the winter and spring of 1861; they loaded before I took a load in there to plant; after I took in the load to plant, I do not think any more were taken away; I sent my vessel up to Rappahannock to load; she got up there and got three or four hundred hampers on board, when she was seized by the rebels; this was before the navy yard was burned, I think; I was in the Nansemond river in the winter of 1861; I can't tell what month; I brought two loads of oysters from there with the Julia Decker; I think we loaded some on the front of the farm; some came from above.

Wilson never did anything much; he worked on the farm, and would oversee the loading, and go among the boys; when

I brought the second load I think he was attending to his business; I don't know where I was in March, 1861; I don't remember of being to Wilson's in that month; I might have been.

Wilson lives about fifteen or eighteen miles from Norfolk, where I generally stayed when I was down there; I did not generally take up and cull off oysters in front of the farm myself.

I don't know anything more about Ward going for those 10 oysters with the steamer Nye than what they told me; the flats in front of the Wilson farm are quite large.

Neither one of the Deckers nor Wilson told me that Ruckman owned that farm; neither of them have told me since the war that Ruckman owned the farm.

I don't think the Julia Decker went to work before 1861.

The most I know of Wilson and the Deckers planting oysters down there, except what I saw myself, I heard from Wilson and the boys down there.

I don't know why Wilson turned all his oysters over to the 20 Deckers in 1863, except I was keeping a store in Norfolk, and Wilson told me he was owing the Deckers some money; he proposed, then, to turn over the oyster-bed to the Deckers; I don't know who first spoke about it; I don't know whether they sold them afterwards as joint property, or how they sold them.

The Deckers have not told me at any time since, whether they sold them as joint property; the oysters that I got in 1863, I think, went to the Deckers; there was only part of a cargo; I don't know as a man would know oysters after they 30 were planted three or four years, without being in charge of them; I don't know anything more about Ruckman wanting to buy one-half of the oysters from Wilson, except what he told me.

At any other time except when I was there, I do not know whether Wilson used any of Ruckman's boats.

I cannot tell whether oysters planted ten years, if they lived, would measure twice as much as when they were put down; those that lived would be very large.

There is no time fixed for taking up oysters, unless they are 40 marketable, by being fat and fit for eating.

I do not know if Mr. Ruckman went to the Deckers to buy half of the oysters.

I rather think Captain Peter Roff went with me in the Julia Decker when she was new; I think Henry Chambers went with me the second trip; I can't say whether we loaded all them in front of the farm.

I think Bassil W. Wilson died about a year ago; I don't know exactly how long it was.

PETER METZGER.

Taken, sworn to and subscribed, this 26th day of January, 10 A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Saturday, February 9th, 1872, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of Charles H. Winfield, counsel for the defendants, and Elisha Ruckman, the complainant, in person.

William W. Short, a witness produced on the part of the defendant, being duly sworn, on his oath saith— 20

I live at Closter, in Bergen county; I have lived there about thirteen years; I reside there with my family; I know Elisha Ruckman; I have known of him since I was a boy, but during the last thirteen years I have been neighborly acquainted with him.

I think I know something of his reputation for truth and veracity in the neighborhood where he resides.

It is generally bad.

Q. From his reputation for truth and veracity, would you believe him under oath? 30

[Question objected to.]

A. No, sir.

And being cross-examined by Mr. Ruckman, he says—

I first moved to Closter about thirteen years ago.

I think all that I heard of your reputation for truth and

veracity was between the time I moved there and the time I went away in the steamship.

Since that time I have heard something against your reputation for truth.

For what I have heard against your reputation for truth and veracity I will refer you to A. S. Boyd, who told me and showed me a record of a New York court, where you were brought on the witness stand, and impeached in open court.

10 Moses Taylor has told me that you was fined \$50 for tampering with a jury, and that is enough to warrant me in making up my mind about your truth and veracity, without anything further.

That, and the knowledge I had of your reputation before, was sufficient for me; that is, I hold that a man that would be caught tampering with a jury, I look upon as paramount to perjuring a jury, or trying to, and a man that would seek to perjure a jury would perjure himself.

I don't know that you tampered with a jury; I have not seen the documents.

20 I made that statement that you had tampered with a jury to substantiate my other statements about your reputation for truth and veracity.

Q. Had there not been some hard feeling between you and me about my putting your cows in pound?

A. Yes, I entertained a feeling against you, but you never had my cattle in pound according to law.

Up to the time you had my cattle in pound I was not on reasonably neighborly terms with you; there had been no difficulty between us before that time.

30 I certainly should have come and made this statement if I had not had this difficulty about the cows; I was in a position where I had to tell the truth.

08 From what Mr. Taylor told me and my previous knowledge of your reputation, caused me to form my opinion as to your reputation.

I have named sufficient men who have told me that your reputation for truth was bad, to satisfy me; I have named all I calculate to name.

Q. Why will you not answer that question?

40 A. I have answered it sufficiently.

Q. Can you give no other answer?

A. That is answer enough, I guess.

I think that is answer enough, because I don't choose to bring my neighbors in; now you have got to the bottom.

I have no other reason why I refuse to give any other names; that is sufficient for me.

I have heard other persons at Closter state your reputation for truth to be bad; I have named all sufficient.

I use the words "I have named sufficient," because I have a particular dislike to drawing persons into examinations of 10 this kind, from the fact that people who were over-tenacious in the King & Company affair, to bring all the people they could was the sole purpose of my coming here to-day.

I don't know who King & Company are; they are men supposed to be interested in some real estate affair.

I am not aware who were so anxious to have me come in the King & Company affair.

I have gone as far in the matter of who told me about your reputation for truth as I calculate to; you can set here until all hell is blue, and you will not get any other answer. 20

I have heard other persons say that your reputation for truth was bad, but I don't choose to name them.

Q. I ask you now to name them?

A. I decline to name them any further than I have; I decline because I have a feeling against drawing any of my neighbors into such a confab as this.

I was subpoenaed here.

When I was subpoenaed I stated to the man who brought the subpoena, that I believed Mr. Ruckman to be a bad man; I did not state to him what I could testify to; he did not ask 30 me what I could testify to.

He asked me if I was acquainted with Mr. Ruckman; I told him I was, and that he was a man with whom I would have no business transactions, and by not having any business transactions with him, I was enabled to live neighborly with him.

On our separating, he requested me to be here according to subpoena; I told him I was bound by law to come; we parted then, and I have not seen him since until this morning; he did not tell me what he wanted me to swear to; he did not tell 40

me who recommended him to get me until this morning, when I asked him here ; Benjamin Decker gave me the subpoena.

WM. W. SHORT.

Taken, sworn to and subscribed, this 9th day of February, A. D. 1871, at Jersey City, before me.

ISAAC ROMAINÉ, *M. C.*

Garret G. Ackerson, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live at Hackensack, Bergen county, New Jersey ; I was
10 clerk of that county for fifteen years ; I know Elisha Ruckman ; I have known him, I presume, twenty years ; he lives at Closter ; that is about nine miles from Hackensack ; I am somewhat acquainted with the reputation of Mr. Ruckman in the county for truth and veracity ; I should judge it was rather bad ; from that reputation I would not believe him under oath in a case in which he was interested.

And being cross-examined by Ruckman, he says—

I live about nine miles from you, it may be ten.

In your particular neighborhood I have heard very few
20 people say your reputation for truth was bad ; I heard Mr. Short, the previous witness, say so ; I have heard Mr. Nangle say so, and I have heard Squire Taylor say so, and I have heard others say so, but I don't remember their names ; I have heard people say the other way, too ; I was here when Mr. Short told me ; it was in this room ; I heard him say it in his testimony ; that was the first I heard him say it ; it was in his testimony here to day that I refer to, and not from any conversation that I had with him at any other time ; I never said a word to Mr. Short about it.

30 I think I have heard Mr. Nangle state it half a dozen times, but I can't state when and where it was at each time ; I cannot state the year it was in ; I have the data at some place ; he appeared to talk to me fairly, but I should judge from his general conversation he was not very friendly to you ; I cannot state what he said that showed an unfriendliness ; it is so long ago ; I can't state whether he expressed a wish to have you punished for any act ; I don't think anything was said about his going to appear as a witness against you.

I can't state whether it was in a conversation with Nangle that I got the idea that your reputation was bad ; I do not recollect that he expressed any enmity to you ; I can't say what the conversation was in which he said that ; I can't say that I have heard him express himself in any of these conversations in any other way than unfriendly to you ; I do not remember that he expressed any wish to have me convicted in the cattle suits ; my memory is generally very good ; it makes a difference according to the day, the occasion, the impression it leaves, and my interest in it. 10

During the first five or six years you lived in Bergen county our relations were very friendly ; from that time off they have not been very friendly on your part ; I have not had anything against you, not the remotest, nor any cause for it ; I recollect what caused an estrangement of our friendship ; it was this : Mr. Ruckman refused to pay his taxes in the township of Harrington—the county tax, and as I understood it, which he had a perfect right to do, put it upon the ground that there had been corruption in using the funds for paying the volunteers, and I being one of the committee, and director of the Board of Chosen Freeholders of our county, that we had been corrupt in taking \$25 apeece, each, for nine men ; this was called a rake, when all the books of the county gave credit to the county for this amount ; and because we wouldn't divide that amount, corruptly, with John R. Post, he tried to get testimony of the fact and failed ; that suit went to the Court of Errors ; he was beaten in every court, and is now before the Supreme Court of the United States, for which I never blamed Ruckman ; he had a right to secure all the testimony he could and to bring suit ; from that time he was estranged from me ; I do not know of any other reason ; John R. Post is one of the county judges. 20 30

I don't know what he did swear to ; I did know, but have forgotten ; I don't think it made a great deal of hard feeling in the county ; I suppose it made hard feelings with Judge Post and his friends, who are not very numerous ; I remember the draft of 1863 ; I remember all the drafts ; I do not remember that you had a man who was drafted, and I refused to take him.

That was not the reason I testified against you in the King 40

land suit; the reason is that I was subpoenaed and went to testify the truth; I would willingly have been left out; I have never volunteered to testify against you.

I can't tell when I heard Moses Taylor state that your reputation for truth was bad.

I have no doubt some of it was about the time of the cattle trouble; from the tenor of Squire Taylor's conversation, I got the idea that he thought you was a great scoundrel; I cannot recollect the words he said; I think I heard him say once that
 10 you was a damned scoundrel; and I have heard him say that he believed you would swear to anything if it was your interest.

When he had this conversation with me, I do not think he was in liquor; I think he was sober; I think I took a drink with him that day; I think his tone was calm; my opinion gathered from such language, would be that he wasn't your particular friend; I might make a remark of that kind, not for malice, nor for friendship, but for truth's sake.

I shouldn't make such a statement against my neighbor except in one case, where a friend came to me and was going
 20 to have a transaction with another and should ask me my opinion of him, I would tell him what I thought.

I took his disposition toward you, from that conversation, to be unfriendly; I will not say malicious; I do not think he made any statement in that conversation, that he meant to have you convicted in those cattle cases; I was subpoenaed here as a witness; it was this week; on Monday or Tuesday; the party who subpoenaed me did not ask me what I could swear to; I did not tell him what I could swear to; Benjamin
 30 Decker subpoenaed me; I did not know him until this morning.

And being again examined-in-chief, he says—

I speaking of the cattle suits, I mean the indictments against Mr. Ruckman for poisoning cattle; he was convicted on those indictments.

And being again cross-examined, he says—

I took no part whatever in those cattle cases; I had an interest in them, in this way: I was a citizen of Bergen county, and as such a citizen I felt that a man who would do such
 40 a thing ought to be punished.

[Objected to by complainant's counsel, that it has nothing to do with the subject matter of the testimony, and is not a cross-examination.]

I do not remember the time the first cattle case was tried ; I remember the time ; I was in court every day, nearly ; Chancellor Williamson was your counsel ; I know he wasn't there ; my son is a counsellor at law.

GARRET G. ACKERSON.

Taken, sworn to and subscribed, this 9th day of February, A. D. 1872, at Jersey City, before me. 10

ISAAC ROMAINE, *M. C.*

Moses J. Taylor, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live at Closter ; I have lived there a little over thirty years ; I know Elisha Ruckman ; I have known him for fourteen or fifteen years ; most of that time he has lived in Closter ; he bought the place a year or two before he moved up there.

Q. Do you know his reputation for truth and veracity in the county ? 20

[Question objected to.]

A. It is bad.

From his reputation I would not believe him under oath.

And being cross-examined by Mr. Ruckman, he says—

I have many reasons for saying I would not believe you under oath.

I could not tell you who I have heard say in Closter that your reputation for truth was bad ; I have heard so many say it, and have heard so much said about it, that I can't remember. 30

I would not believe you under oath for this reason : that the transactions you have been engaged in, that have come to my own knowledge, and others of which I have been credibly informed, and have a right to believe, any man that would be guilty of the same I would not believe under oath ; I have no other reason than what I have stated.

You and I have not been on very friendly terms for the last eight years.

I did, as a matter of course, take an active part in prosecuting you on indictments in cattle suits; I think it is likely I advised the bringing of the suits; I did all I could to fish up evidence against you; up to that time our intercourse was not friendly; I can't tell when our first unfriendliness occurred; I have known you to be sworn as a witness in a case; I believe you swore to a lie, too; I was present when you were sworn; there was no person who swore that your statement was untrue; I had every reason to believe that the
10 statement you swore to was untrue.

My cattle were in your yard from Saturday afternoon until Monday morning, and you swore that you did not know that my cattle were there, and I believe that was untrue.

No doubt one of the questions you asked me was, whether you knew they were my cattle; you swore you did not know the cattle; I have not claimed that you did know they were my cattle.

Possibly you might not have known they were my cattle; I think it is altogether likely that John Lawless told you that
20 they were my cattle.

You was not present when I had the conversation with John Lawless; I did not hear John Lawless tell you they were my cattle; I do not know that John Lawless told you they were my cattle; I was put out by that, as I had good reason to be; I don't deny that I was dissatisfied about it; I had good reason to be; I have advised people that had cattle that you killed to bring suits against you; I have had no conversation with John Green, the bone-boiler, about prosecuting the cattle suits, that I recollect of now.

He never employed or paid me to assist him in prosecuting those suits against you; I was employed to assist John Green in the nuisance cases brought against him by Mr. Ruckman; I did all I could to defeat the recovery of the five against John Green for maintaining a nuisance; the part I took in it was as counsel.

I don't recollect talking to the people in a language that I thought Mr. Ruckman could not understand; I can talk Dutch; John Green employed me in that case; I suppose he paid me; Mr. Knapp was also employed by Mr. Green; I
40 know the nuisance law that Mr. Ruckman had passed was re

pealed from good authority; I don't know how now; the owners of the bone factory did not tell me it was repealed; I don't think I carried a petition around to get signers to have it repealed; I don't know that I did not; I don't recollect of hearing or seeing a petition like that; I don't know that I ever had anything to do with getting it repealed; I do not remember of signing a petition to have it done; I don't remember that my name was on that petition; I did not sign my name to it; if my name was on it as one of the signers I will not say it was a forgery; I used my influence against you 10 in your suit against the bone factories; I suppose it had something to do with keeping them there; I have no objection to saying that I used my influence in keeping them there; I don't know but you was trying to get them away; I had as good a right to try and keep them there as you had to get them away; I don't know that I made any particular effort to keep them there unless it was defending them in these suits; the business they carried on there was boiling bones, and making bone-black and bone-dust; I have been on the dock where the factory was there; Green had the contract for 20 all the dead animals from New York; he brought them all there; I couldn't say about how many dead carcasses I have seen there at one time; in winter I have seen more than a hundred there; I suppose they were just as they died; I don't know how long they had been dead—some of them probably more than three weeks; I might have been at the factory in the spring, and fall, and summer; I did not smell a very bad smell.

MOSES J. TAYLOR.

Taken, sworn to and subscribed, this 9th day of February, 30
A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

John J. Nangle, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live at Closter, Bergen county; I have lived there during my life; I was born there; I was born in 1818; I know Elisha Ruckman; I have known him about thirty years.

I know his reputation in the neighborhood for truth and veracity.

It is bad.

From his general reputation I would not believe him under oath.

And being cross-examined by Mr. Ruckman, he says—

I have had some difficulty with you for the past two or three years—difficulty that would cause an unfriendly feeling; it came from such dirty tricks as shooting and maiming my
 10 cattle, both hogs and milch cows; I never saw you shoot my cattle; I had a hog that was shot; I did not see you maim my hog; I never saw you shoot my hog.

I did not take an active part in getting the bone factories in the neighborhood; I don't recollect of seeing or signing a petition to have the law against the bone factories repealed; my recollection is generally very good; I don't recollect of such a petition being in existence, and consequently do not remember signing it.

I don't recollect that I signed a petition to have the nuisance
 20 law repealed.

I can't say that I signed a petition to remove the bone factories; I knew John Green, who kept the bone factory; I sold him the land he had his factory on; I don't know that you took active measures to remove it; I did not talk to John Green about it; I did not talk with him about getting it removed in 1866; I do not recollect saying to you that I would as leave smell it as old cheese; I do not remember of taking any active or private means to keep it there.

I have often been down to the factory; I have frequently
 30 seen dead carcasses there; the stench from them was very offensive; not so much that a building within a quarter of a mile of it on the Palisades would be annoyed; on the river they might; if a carcass lies one hundred yards away and there is vegetation, and green leaves on trees, you will not smell it; I don't remember that I ever had a petition in my possession for the keeping of a bone factory; I don't remember anything about it; I will not say it is an offensive business to carry on within a quarter of a mile of a residence; I will say it is to some people; whatever I did in regard to

keeping the bone factory there was not through malice to you ; I don't know as it was for a general benefit to the neighborhood ; I don't know how many dead carcasses they would average a week ; I don't think I have seen two hundred there at one time ; I can't say if I have seen one hundred there ; I have gone down by there on the steamboat ; it was offensive to them ; to my recollection the only man that opposed the factory was you ; if one party wanted it and another party did not want it, I did not belong to either party ; I am very intimate with John Green. 10

I think it would be a hard question for me to answer, who I have heard say your reputation for truth was bad ; I have heard Mr. Taylor, and Mr. Short, and those who have testified it, but others I do not remember.

I don't know personally of any time that you have sworn falsely or untruly.

I was subpoenaed ; I don't know the man who subpoenaed me ; it was Benjamin Decker ; he did not ask me what I could swear to about your character ; I did not tell him what I would swear to ; I do not now remember any other person 20 in our neighborhood say that your character for truth was bad ; the general talk is that Mr. Taylor gets drunk quite often.

JOHN J. NANGLE.

Taken, sworn to and subscribed, this 10th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINÉ, M. C.

Whereupon the examination was adjourned to Friday, February 16th, 1872, at ten o'clock in the forenoon, at the same place. 30

At which time and place the examination was resumed, in the presence of the counsel for the defendants, Elisha Ruckman, the complainant, appearing in person.

Cornelius L. Blauvelt, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live at Hackensack, New Jersey; I have lived there about fourteen years; I am acquainted with Elisha Ruckman; I should judge I have known him sixteen years.

I am acquainted with his reputation for truth and veracity in our county.

That reputation is not very good.

From that reputation I would not believe Mr. Ruckman under oath in a case in which he had a personal interest.

And being cross-examined, he says—

10 There has been some difficulty between us which has amounted to a suit.

That suit did not arise from false charges made by me against you, and for which I put you in jail.

My impression is, that it arose from an idea that Mr. Ruckman got in his head that in his indictments in the county of Bergen, I, as clerk of the court, was operating against him, and that the action brought was nothing more than a spite action, brought for revenge.

That is my opinion of it.

20 The judge re-taxed the bill of costs, and took off \$100 or \$200; it was not \$800; it was done by taking off an allowance for witnesses' fees; there were eight cases running at the same time; subpoenas were issued for a number of witnesses in each case for some three or four terms; I taxed the bill of costs, believing it to be justly due, entitling the same witnesses to fees in each case, which the court held would be proper, providing the witnesses had been paid in each case, which fact not being proved satisfactory to the court, there was stricken from the bills of costs so much thereof as did not
30 appear to have been paid by the sheriff; there might have been other items that were stricken from the bills; I do not remember it; there may have been some added; there were not two hundred other items stricken out; I cannot tell how many there were; I don't know; I know there were not so many; I know there is another litigation growing out of that thing; the penalty for taxing those wrong items in the bill was not \$30 for each offence; I don't know how much it was.

I don't know that there are three hundred wrong charges

in that bill of costs against you ; I don't know how many there are ; I never counted them ; I did not use my influence to have that law changed by the legislature ; my counsel in that case was M. M. Knapp ; somebody changed that law ; I presume the legislature changed it ; I did not use my influence to have it changed ; I don't know as Mr. Knapp suggested to me to have it changed ; I did not go to Trenton about it ; I did not send any one to Trenton about it ; Mr. Knapp did not go to Trenton on my behalf about it ; he did not tell me that he had done so ; he did not advise me that he would do so as soon as the suit 10 was commenced ; I do not know that the law was passed within ten days after the suit was brought ; I did not contribute a cent, either directly or indirectly, to the passage of the law ; the suit was brought before the law was passed ; I think the suit caused a bad feeling on your part ; it did not on mine ; I have testified once before as to your reputation in the King case ; I did not request that investigation at Hackensack ; I never spoke to any one about that case ; I did not testify at Hackensack.

Up to the time of this difficulty about the costs, we had not 20 been on friendly terms ; it was during the trials that you got on bad terms with me ; you did not say that to me, but I think your conduct showed it ; I did not make out a bill of costs for witnesses when they were not there, at all ; I taxed the bill of costs as I believed, in my conscience, was right at the time.

I don't recollect that there was \$800 taken off the bill ; I don't recollect how much was taken off ; they are on file, and I do not charge my mind with the files.

I taxed those bills as I believed was right ; I had no object 30 in overtaxing them ; I do not think I did it ; I have no other answer to make ; I now state emphatically that I taxed that bill of costs as I believed was right.

I did not think you were frightened and would pay anything.

These eight cases were on the calendar at the same time ; I don't know whether there were any witnesses subpoenaed on the last trials ; I do not know that you had made an arrangement by which you was not to contest any more of the cases.

There were no subpoenas charged for, unless they were is- 40

sued; if there were any subpoenas issued, I don't know where they are; I haven't any recollection about it.

I have no recollection about issuing any subpoenas for those last cattle cases.

I have had the opinion that I wouldn't believe you under oath, in a case in which you was interested; I don't recollect when I first formed it.

C. L. BLAUVELT.

Taken, sworn to, and subscribed, this 16th day of February,
10 A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

William S. Banta, a witness produced on the part of the defendants, being duly sworn, on his oath says—

I live at Hackensack; I have lived there since 1832; I know Mr. Ruckman; I have known him six or seven years, I presume; perhaps longer.

I have heard a great deal said about his reputation for truth and veracity; I am not particularly acquainted with it.

I have heard his reputation questioned, as far as goodness
20 is concerned; it is questionable.

It would make very little difference whether Mr. Ruckman was under oath or not, I would hesitate to believe him.

And being cross-examined, he says—

The State of New Jersey had some difficulty with Mr. Ruckman when I was prosecutor three or four years ago; I have had no personal difficulty with him.

I do not think there was much excitement about court about those suits; there was in the neighborhood; I had Mr. Knapp; Mr. Winfield was there on one occasion to assist me
30 in the prosecution, and also John Hopper; I do not remember of any other; I don't know that I did or did not, say in my address to the jury, that you had no right on your own land; if I did say so, I said what I believed to be right, that you had no right there for the purpose for which I believed you went; my recollection is good, I believe.

I don't recollect that I told you in the Northern Railroad cars, that if you would pay the people for their cattle, there

would be no more prosecutions; if not, I would have a dozen more against you the next term; and it might very properly have been said.

I cannot say I did not say it; if I did say so, it might have been said for the purpose of settling the whole thing, not for the purpose of staving off indictments; that was a matter over which I had no control.

Q. It was a sum of money that you wished me to pay to different individuals there, and you would stop the indictments? 10

A. No.

I don't know of any such conversation taking place, and I was not the attorney for a single one of the parties.

I don't remember that I passed my station—the Hackensack station—and went to Englewood to make this negotiation with you.

I have said before I have no recollection of it; I cannot recollect of any such conversation ever taking place.

I cannot recollect that I ever asked you to pay money to me or any body else. 20

I never asked you to pay money to me—that is very clear.

Q. Will you swear that you did not ask me to pay money to somebody for those cattle?

A. I don't recollect anything about it.

I don't recollect anything about talking to you on the northern cars about it.

I do not know that your bills of costs were overtaxed; I did not tax them; I saw copies of the bills of costs; I did not see them after they were retaxed by Judge Bedle; C. L. Blauvelt, the clerk, did not tell me that several hundred dollars had been taken off. 30

I drew those indictments; I don't know that I drew eight of them all of one date.

I do not know that if they were all drawn one day, there would be but one crime.

Q. Do you mean to say that if a person steals one bag with one hundred different persons' property in it, that it is more than one crime, or more than one indictment will lie?

A. I don't mean to say anything about it.

Q. Why will you not answer that? 40

A. I don't know that it is any of your business.

Q. Can you give me no other answer?

A. No, sir.

Q. Do you decline to give any other answer?

A. I won't.

Q. Is it not because you got numerous indictments against me for one alleged crime?

A. It is not; there were several indictments against Mr. Ruckman—I think, ten; I believe those indictments were
10 properly drawn, and each legal.

I knew John Van Valen; I think he lost four cattle; I think they were all dead when the first indictment was drawn; and the first indictment was for killing one ox; there was only one other indictment in favor of John Van Valen, I think.

I do not recollect the fact that there were four indictments found in favor of John Van Valen; if there were, they were properly found, and legal.

I do not know that any person has been charged, in the
20 county of Bergen, with poisoning cattle, except Elisha Ruckman.

Q. Did you ever know of any person before, having committed a crime that consisted of four items, and all done before the arrest or indictment—and if so, name them; and also, if they were prosecuted under four indictments?

A. I know of drawing fifteen indictments against one person for fifteen different crimes; the name of the party was Reinhardt; these crimes were not all committed in one house; it was not all one man's property; in that case I think there
30 was not more in one indictment, than for one person's property.

Each indictment was for a separate and distinct offence, and, I think, at different houses.

The precedent, in the indictments against you, was the law.

I mean to say, that if a man steals the property of half a dozen different persons at one time, he may be indicted six times and convicted six times.

Q. If a person should steal four coats from one man, and carry them off at one time—would that be four indictable
40 crimes, or one, in your opinion and practice?

A. It would be both.

I should probably draw one indictment against him; I might draw four.

I don't know as I ever had such a case.

I don't know what the usual practice is in such cases; as prosecuting attorney, I would be directed by what the grand jury would say; a question of legality might be settled by me, or it might not.

I don't know that I advised the drawing of four indictments against you in the Van Valen case; I did as the grand jury told me; I don't know that I advised the finding of four. 10

Q. Did anybody besides yourself advise the finding of four indictments in the Van Valen case, for his four oxen?

A. I haven't said that I advised it.

Q. [Question repeated.]

A. [Answer repeated.]

Q. Can't you give any other answer?

A. No, sir—except this, I don't know of anybody advising it; I simply drew the bills, as directed by the grand jury.

I was paid for being district attorney as the law directs. 20

Q. How is that?

A. For every indictment to which the defendant or prisoner pleads guilty, \$10.

Every indictment to which the defendant or prisoner pleads not guilty, and afterwards retracts his plea and pleads guilty, \$12; every indictment to which the prisoner or defendant pleads not guilty, is tried and found guilty, \$15.

I had no yearly or quarterly salary.

The fees I have named was my recompense for attending to these things; I generally got what I was entitled to. 30

W. S. BANTA.

Taken, sworn to, and subscribed, this 16th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, M. C.

James H. Grovestein, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live at Englewood at present; I have lived there since about the middle of November; before that I lived at

Schraalenberg; I know Mr. Ruckman; I have known him five or six years; I know his reputation for truth and veracity; I should consider his reputation bad; from what I know of his reputation, I would not believe Mr. Ruckman under oath.

And being cross-examined, he says—

I was sworn as a witness in the case of King against you, in May, 1869.

I believe I stated then, under oath, that your character for truth and veracity was good; I don't know that at that time I said I knew Mr. Ruckman's character for truth and veracity was good; I did at that time say so; to the best of my knowledge, at that time, that was true; I was a witness on behalf of King at the time he was indicted in Hudson county; at that time, I presume, the testimony I gave was rather against you.

How do you suppose I could tell how they knew I would swear in their favor?

I don't know that I can give any other answer to that question; I certainly did not seek him out to tell him.

I was induced to change my opinion of you, from most infamous lies you had reported of me, publicly and privately; the lies were that I had attempted to commit a rape, or something of the kind at your house; that was about the purport of it as near as I could hear, and many other things.

You charged me with attempting to make your house a whore house; I don't know why you should charge such a thing; you said to me just what I have repeated; that is not all you said; that was the purport; I have given you the words.

Up to that time we had been very friendly; I did not write you a letter acknowledging the fact and asking your pardon; I did not acknowledge anything of the kind.

I wrote you a letter about it; in that letter I did not say I was guilty; I did not in it ask you and your wife's pardon and the young lady's pardon, whom you accused me of assaulting; I know my handwriting if I see it; I did not ask her to go up stairs to her room with me; afterwards you charged me

with asking her to go up stairs with me, in some scurrilous writings that you got up.

I did not write that I did do so and felt sorry for it; up to that time we were friendly, and our families visited each other frequently; what you charged me with, was the cause of our families not visiting; I wouldn't visit a man who made such charges against me, nor allow him to visit me; you charged me with having made infamous propositions to Miss Booth and Miss Hopping; I have seen George Booth, the father of Miss Booth; I saw him once on the cars, and once 10 at Newark; I went to George Booth's house in Newark with my wife; I did not there acknowledge that I had insulted his daughter; I did not design it; if I had done wrong, I said I was sorry for it, but I did not acknowledge I had done wrong.

What has happened in this Miss Booth affair, and other things I have heard of, has changed my opinion as to your truth and veracity; that has caused an unfriendly feeling on my part toward you.

When I swore in your favor, I was just as truthful as I am now. 20

Had it not been for the charge in regard to Miss Booth having been made by you against me, I would not have now testified in your favor, because I have heard other things; up to the time this charge was made against me, I cannot say that I would have testified in your favor; the cattle case had happened before this; I had heard your version of it, and also heard what had taken place at court, and I knew there must be a lie somewhere; I have an animosity against you, and my feelings are unfriendly towards you; I was subpoenaed here; I was in New York at my store when I was subpoenaed; Benjamin Decker subpoenaed me; he asked me if I knew you; I told him I did; he asked me if knowing you I would believe you under oath; I told him no. 30

J. H. GROVESTAIN.

Taken, sworn to and subscribed, this 16th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Daniel Simmons, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live at Keyport, New Jersey ; I have lived there twenty-five years ; I am acquainted with Mr. Ruckman ; I have known him since 1844.

I know what his reputation for truth and veracity is in business matters.

That reputation is bad.

From what I know of that reputation, I would not believe
10 Mr. Ruckman under oath.

[Question and answer objected to by complainant.]

And being cross-examined, he says—

I am forty-six years old next May ; I have known you since 1844 ; I was then seventeen or eighteen years old ; have had some difficulty with you—you had me arrested ; I suppose it is about twenty-five miles from New York to Keyport ; I don't know how far it is from here to Closter ; I have not talked with any body from your neighborhood about your character ; a man named Richard Stout
20 lived on your farm ; I don't know whether it was before or after I got a load of oysters from Virginia for you.

I was on good terms with you, until the time you had me arrested ; when the cargo of oysters for you, that I had bought, arrived, we were on good terms.

You did not give me \$30.75 to go and buy another cargo ; I got \$30.65 from you ; I never gave you a dollar of that back ; I suppose that is what I was arrested for ; I think my feelings have been unfriendly and unkind toward you since that time ; I don't think I ever heard you sworn in court ; I
30 never knew of an instance of your swearing to an untruth ; I do not know what your reputation for truth and veracity is, in the place where you live ; I have heard people talk about it ; I don't know any of your neighbors, only Richard Stout ; he does not live there ; he lived there about three weeks.

[All the testimony of this witness objected to by complainant.]

DANIEL SIMMONS.

Taken, sworn to and subscribed, this 16th day of February,
A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Saturday, February 24th, 1872, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties and Elisha Ruckman in person.

[Complainant objects and protests against the defendants examining any more witnesses, because the time as extended by the Chancellor has been exhausted, and three weeks ago to-day Henry S. Little asked for only half a day more.] 10

Edward J. Wiches, a witness produced on the part of the complainant, being duly sworn, on his oath saith—

I live in Lafayette in this county; I know Elisha Ruckman; I have known him between thirty and forty years.

I know what his reputation is for truth and veracity; I couldn't say whether it is good or bad; it is bad; from that reputation I should be loth to believe him under oath.

And being cross-examined, he says—

Whatever difficulty we had didn't amount to much; I don't remember any in particular; my recollection is no better than 20 it used to be; it is impaired somewhat; it is good enough to do business.

I don't remember of any transaction where I laid out more money than I produced oysters for; I sailed the schooner *A. L. Ackerman*; I do not remember that you charged me with four hundred hampers of oysters which I did not put in her; I cannot swear that you did not; I never knew you to take a false oath in any place; I saw Mr. Decker the night before he subpœnaed me.

I had a conversation with him about this; it would be hard 30 for me to recollect it all; it was night before last; I can remember as long as that; I did not say anything that induced him to subpœna me; I did not tell him what I could swear to.

Since I left the *Ackerman*, I do not know of any time but I could meet you and give you the time of day.

Q. Can you swear that you had no ill feelings against me?

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

I do not think it is a fair question, because I don't understand the bearing of it; I have no ill feelings towards you at all; I did not understand the question, because I do not want to swear that I have got ill feelings against any person.

I can swear to something in which I have found you untruthful.

I was in your vessel, carrying oysters, and there was one
10 time—it is a long time ago, so long that I can hardly remember—that you told me a falsehood; you lied to me about the
oysters; it was at a time when I had brought a cargo of oysters, and had both my hands badly frozen; I left them with
Mr. Ruckman to dispose of; he (Ruckman) had the selling of the oysters, and told me a falsehood about their turning out; I was so crippled that I couldn't tend to them, and you never
gave me any returns; your falsehood consisted in your telling me that you did not have them; there were plenty knew
about it, but I can name no other circumstances; I don't re-
20 collect that they were sold to Jacob Story; I cannot swear that they were not sold to Jacob Story; the last I knew of them you had charge of them; that is all I recollect about them; I cannot recollect that you told me that Jacob Story did not pay for them; I don't recollect anything about it any
more; I cannot swear that you ever got pay for them; it was supposed that one-half of this load of oysters belonged to you.

I cannot swear that I did not agree to accept the price which Story offered for them.

That circumstance and others is why I concluded I wouldn't
30 believe you under oath.

I can't recollect any others that I can name.

That is all I can recollect about the cargo of oysters—what I have stated.

E. J. WICHES.

Taken, sworn to and subscribed, this 24th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Abraham Latourette, a witness produced on the part of the defendants, being duly sworn, on his oath says—

I live at Staten Island; I know Elisha Ruckman; I have known him forty years, about; I know what his reputation is for truth and veracity; it is bad.

From that reputation I would not believe him under oath where he is interested.

And being cross-examined, he says—

I was subpoenaed here; the subpoena was served on me in Jersey City; I did not have an appointment here to be served with a subpoena; I told him I would be here on business; I live on the west side of Staten Island; it is about twenty-two 10 miles from here the usual way of traveling; I don't know 10 (where you live I don't know) where Closter is; it is about sixteen miles from here to the dock below Sneden's Landing; I have heard persons from your neighborhood say that your reputation was bad; I don't know the man's name; he was a stout man, and had some trouble with you about some oxen; he said you had offered to settle with him; I told him he better take it or he wouldn't get anything.

I do not know exactly where he did live; he said he lived in your neighborhood. 20

He said he wouldn't take what you offered; he would make you sweat for it.

He did not exhibit much animosity.

There is no other person in that neighborhood who has said anything about your reputation; I do not know how long you have lived where you now do; I missed you from the market shortly before the war.

You once had a suit against me for a note; you beat me fairly; I had no hard feelings against you for it.

I think you came to my house in a snow storm about that; 30 that was notice to me.

I do not know of any place where you have testified falsely; I have never been in a case where you did; I have had reasons to believe you did; I never knew you to tell an untruth; you have not faithfully fulfilled every contract you made with me.

You bought a lot of oysters of me, and did not pay me for them until I sued you; then you did; I sued you in the Marine Court and got my money.

Taken, sworn to and subscribed, this 24th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Jacob Forsyth, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live in New York city; I know Elisha Ruckman; I have known him, I suppose, about thirty years; I know his reputation for truth and veracity; it is bad.

From that reputation I would not believe him under oath.

10 And being cross-examined, he says—

I never had any difficulty with you about paying you for the last load of oysters I got from you; I did not fix a time to pay, and then go off on an excursion; the only bill that I recollect off is a small bill of about \$17; you came to me and I told you I didn't have the oysters; you said I did, and I said I didn't; you said you would get it, and I said well, here, you might as well have it; that made me feel a little sore; I felt sore to think I had to pay it; it is not from that I made up my mind that I would not believe you; I think you did
 20 me an injury at that time; I will now swear that, to the best of my belief, I did not have those oysters; I do not know who scored those oysters against me; I know oystermen have scoresmen; I think you referred me to the scoresman; I did not go to him to see if I had had them; I don't think the last bill was \$300; I don't think I ever owed you that much; I have no recollection of appointing a time to pay you and then going off on an excursion; my recollection is pretty good; I will swear that it was not between \$250 and \$300 that you
 30 threatened to sue me for; I can't say that I dealt very heavy with you for oysters while you was in business; your reputation was that you gave larger measure than any one in the business; I never saw any fraud in your measure or count; your reputation was the other way; I was subpœnaed in Jersey City; Mr. Decker subpœnaed me; I came over expecting to be subpœnaed; I agreed to come over while I was in New York; he subpœnaed me to give evidence, I suppose; he spoke to me about the case; he said you had sued him for a

large sum of money ; I came over, I suppose, to assist him in gaining his suit.

I am nearly forty-four years of age ; I have been around Washington Market since 1838 ; I know there are a parcel around there called pocket-book droppers ; I know pretty nearly all of them ; I know William Decker, brother of Benjamin ; I have never known him to be a little in that ; I have not heard that he was at that for a while ; I will swear that I have not known him to be at that.

[Last part of testimony objected to by defendant's counsel, 10 as irrelevant and impertinent.]

JAMES FORSYTH.

Taken, sworn to and subscribed this 24th day of February, a. d. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Hugh Coffey, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live in New York city ; I know Elisha Ruckman ; I have known him for twenty to twenty-five years ; he was in the oyster business ; I know what his reputation is for truth and 20 veracity ; it is bad ; from that reputation I would not believe him under oath.

And being cross-examined, he says—

I know where you live ; it is from twenty-five to thirty miles ; I know one man in Closter named Maxin ; that is the only one I have any acquaintance with.

I only know what your reputation is in the neighborhood where you live except from that man ; I had a colored man work for me ; he had worked for Ruckman ; that is the only other person I heard speak of your reputation ; his name was 30 "Sam," and afterwards he was christened "Sam Coffee," after me ; he was no relation to me ; he was as black as the ace of spades ; I know he lived in your neighborhood ; I never saw him there ; he came from there and occasionally went back there ; he came down from Mr. Ruckman's neighborhood looking for work ; I only know he came from that neighborhood from what he said ; I wouldn't swear he came

from there; from my own knowledge I don't know where he lived; my statement about him is only from what he told me; I don't know any other man in that neighborhood; I have not been there in ten years; Mr. Maxin never said anything about you; I never had any oysters from you in bad order.

At the time of the sanitary fair you and John Houseman, and William Leforge, was in a saloon in West street, near Spring; you were there when I entered the saloon; William Lefarge called me to one side, stating that Mr. Ruckman
10 had a schooner to arrive the next day, and if in good order, he was to get one thousand bushels at \$1 a bushel, and if they came in good order, that I could have five hundred bushels off him for the same money he was to pay Ruckman; also, that he had deposited in the hands of John Houseman \$100, to bind the contract; when the schooner arrived, some three days afterwards, Mr. Leforge either took the first or second load out—took them to his scow; I went around, and Mr. Leforge sent men around to open them; we found they were all in bad order; I told Mr. Leforge not to take any more,
20 as I wouldn't handle them under any consideration; said that one load taken out of the boat was sufficient to bind the contract, good or bad, so I left the boat and went down to the dock, and told Leforge I wanted nothing more to do with him; during my absence Mr. Ruckman went to my carman and asked him to put a load of oysters on for me, without my consent; that Leforge and I were jointly the owners of one thousand baskets; he took one load down, and when I heard of it I wouldn't allow him to take any more, as they had all to be thrown away; on that day, or the following day, from a schooner
30 previous, I owed him about \$150; he sent Mr. Mesereau down to see if I couldn't spare him that amount of money; I told him yes, that I had a \$900 check in my pocket, and he could take that and give me the difference; he said he couldn't change it, and took it to Mr. Ruckman; I saw Mr. Ruckman the following day; he mentioned about this \$900 check; he said he hadn't it changed, or even in the bank; he said he would keep the check to pay for Leforge's contract; the check was not endorsed by me; it came back by Mr. Ruckman for my endorsement, and I believe I kept the check
40 and gave him his \$150; I never owed him a cent in my life,

that I did not pay him, nor owed him more than sixty days.

I was subpoenaed in Jersey City; I did not come over to be subpoenaed; Mr. Decker said he had a little case over here; he did not tell me what he wanted to prove; I did not tell him what I could swear to; he said there was a suit between you and him, about some oysters; he did not say that he wanted me to help him in the case.

He did not say he wanted me for any particular reason; I do not recollect that he wanted me to swear that your reputation was bad; I can't swear he did not ask me that; my best recollection is, that he did not tell me that he wanted me to swear against you, or for him; I did not intend that my testimony would be a benefit to his case; I am no more friendly toward you than I am to him, as far as that is concerned; I did not tell him that I would testify against you; Mr. Decker said he wanted me to come over and give my evidence; I came over because he asked me.

I do not remember that I ever bought any oysters from you after the transaction of this \$900 check; I do not know that I have paid you a bill since; I have not instructed my carman not to buy of you; he can buy of you or any one else, so long as he buys as cheap as of any one else.

HUGH COFFEY.

Taken, sworn to and subscribed, this 24th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

James Sprague, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I live on Staten Island, at Tottenville; I know Elisha Ruckman; I have known him in the neighborhood of thirty years; I am in the oyster business; I conduct it partly in New York, and partly in Princes bay; I knew Ruckman in New York; he conducted his business there; I know what his reputation is for truth and veracity in the neighborhood where he conducted business; from what I hear, it is bad; from that reputation, I could not believe him under oath.

And being cross-examined, he says—

Tottenville is about twenty-five miles from here; I do not know where you live, except from hearsay; that is in New Jersey, back of the Palisades.

I don't know any one who lives in that neighborhood; I don't know what your reputation is where you live.

I have heard your reputation spoken of unfavorably, both in Tottenville and New York; I have heard it spoken of favorably and unfavorably; in my neighborhood there are
10 more for you than against you; I form my opinion as unfavorable, from what I have heard of you; I heard William Totten speak unfavorably about you; I do not know that he had any difficulty with you; the last I heard him say anything about you was twelve or thirteen years ago; at that time he was living in Ohio, but came home every fall to attend to his business; his home was there.

I have heard Totten say that he built two scows for Mr. Ruckman, and that he did not get paid for them, and at that conversation he said he would not believe you under oath; I
20 don't know whether there was any dissatisfaction about that; he might or might not have said that the scows were too large.

He said you had beat him out of the scows, and he wouldn't believe you under oath.

It was from this that I formed my opinion that your character was bad; that had an effect on me, if it was true; I have heard a number say that your reputation was bad, but I can't give their names; I have no ill-feeling against you, myself; if you wanted to borrow \$1,000 from me and I had it, I would lend it to you.

30 I was subpoenaed to come here; I was subpoenaed in Jersey City; I was in New York on Wednesday, and saw Mr. Decker, and there were several talking about Mr. Ruckman and Mr. Decker having difficulty between them; that was the first I knew of it; I did not tell them your reputation was bad; while they were talking, I stated what I heard William Totten say, that he had said he wouldn't take your word under oath; that circumstance influenced me to make that remark.

I know that you dealt pretty largely in oysters while you

were in the business; I think that your reputation for paying for them and your bills is good.

Two honest men might dispute about a bill regarding the size of a vessel.

JAMES SPRAGUE.

Taken, sworn to and subscribed, this 24th day of February, A. D. 1872, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

APPENDIX I.

Bill for Injunction, &c.

[Filed July 16, 1866.]

*To His Honor Abraham O. Zabriskie, Chancellor of the
State of New Jersey:*

Humbly complaining, showeth unto your Honor, your orator, Elisha Ruckman, of the township of Harrington, in the county of Bergen, and State of New Jersey, that prior to the twenty-third day of September, in the year of our Lord one
10 thousand eight hundred and fifty-three, your orator was doing business in the city of New York, and was engaged in transporting oysters from the State of Virginia, and selling the same in the city of New York; that your orator had an arrangement with one Bassil W. Wilson, who lived in Virginia, to gather and ship oysters to your orator at New York; that your orator and said Bassil W. Wilson rented a tract of land lying on the west side of Nansemond river, in the county of Nansemond, and State of Virginia, containing about one hundred and sixty-seven acres—a more particular description of
20 which your orator is unable to procure—for the purpose of gathering oysters on said land; that the said Bassil W. Wilson, about the time aforesaid, proposed to your orator to buy the said tract of land; that your orator agreed with the said Bassil W. Wilson, and authorized him to purchase the said tract of land for your orator, and furnished him, the said Bassil W. Wilson, with the sum of two thousand and five hundred dollars for the purpose of purchasing the said property.

And your orator further shows, that when your orator advanced to said Bassil W. Wilson the said sum of two thousand
30 five hundred dollars for the purpose of paying for the said land, it was agreed by and between the said Bassil W. Wilson and your orator that the said Bassil W. Wilson should re-pay

to your orator the one-half of the said sum of money, that is to say the sum of one thousand two hundred and fifty dollars, and should give to your orator a deed for the one-half of the said tract of land, so that your orator and the said Bassil W. Wilson should own the said land together as tenants in common, each being the owner in fee of the undivided half part thereof.

And your orator further shows, that the said Bassil W. Wilson did purchase the said tract of land and took a deed for the same to himself in his own name; that he purchased the same 10 of one Henry Phillips, and paid him for the same the said sum of two thousand five hundred dollars, the whole of which purchase money was furnished by your orator as aforesaid, the said Bassil W. Wilson furnishing no part of the said purchase money.

And your orator further shows, that after the said Bassil W. Wilson had made said purchase with your orator's said money, to wit, on or about the twenty-third day of September, in the year of our Lord one thousand eight hundred and fifty-six, he executed and delivered to your orator a paper writing, under 20 his hand, in which he certified that your orator was entitled to a deed for one-half of the said land for which he, the said Bassil W. Wilson, held a deed from Henry Phillips, in Nansemond county, Virginia, your orator having paid one-half of the purchase money at the time it was bought and the deed being taken in his, the said Bassil W. Wilson's name, the property to be clear of all encumbrance, and the deed to be signed by the wife of the said Bassil W. Wilson and the said Wilson at any time your orator should call for the same, and that the said land was bought in the year eighteen hundred 30 and fifty-three, for the sum of twenty-five hundred dollars, which said paper writing, bearing date the twenty-third day of September, eighteen hundred and fifty-six, signed by the said Bassil W. Wilson, is now in the possession of your orator, ready to be produced and proved as this honorable court shall direct, as by the same, reference being thereto had, will more fully appear.

And your orator further shows, that about the month of 40 May, eighteen hundred and sixty-five, as your orator is informed and believes, the said Bassil W. Wilson conveyed the

said land to his son, Robert Wilson, by deed, who now claims to be the owner thereof, but your orator expressly charges that the said Robert Wilson never paid any consideration whatever for said conveyance, and took the same with full notice that your orator had paid the purchase money for the same and was entitled to have the same conveyed to your orator, and that he now holds the same in trust for your orator.

10 And your orator further shows, that the said Bassil W. Wilson and Robert Wilson are now both temporarily residing at Jersey City, in this state, but they threaten to leave the state, and your orator fears they will do so before he can compel them to give him a deed for said land, unless restrained from leaving the state by the order and writ of *ne exeat* of this court.

20 And your orator further shows, that since the execution of the said paper writing, your orator has frequently applied to the said Bassil W. Wilson and requested him to execute to your orator a deed for the said tract of land, or the one-half of it, and to pay to your orator the one-half of the said purchase money; and your orator well hoped that he would have complied with such reasonable request of your orator, and would have either executed to your orator a deed for the whole of the said tract of land, or that he would have executed to your orator a deed for the one-half of the said tract of land, and repaid to your orator the one-half of the said purchase money, so furnished by your orator as aforesaid; but now, so it is, may it please your Honor, that the said Bassil W. Wilson and Robert Wilson, combining and confederating together, and
30 with divers other persons, at present unknown to your orator, but whose names, when discovered, your orator prays he may be at liberty to insert herein, with apt and proper words to charge them as defendants hereto, and contriving how to wrong and injure your orator in the premises; he, the said Bassil W. Wilson, absolutely refuses to comply with such request of your orator, and did as your orator has been informed and believes, about the month of May, in the year of our Lord one thousand eight hundred and sixty-five, execute a deed to his said son, Robert Wilson, conveying to him all
40 the said tract of land and premises, pretending that he used

the money of his said son, Robert Wilson, who was an infant under the age of twenty-one years, to purchase the said land; whereas, your orator expressly charges that he did not use any of the money of his said son, Robert Wilson, to purchase the said land, but used the money of your orator to purchase the said land, and that the whole of the money paid by him for the said land, was the money of your orator; and your orator further expressly charges that the said Robert Wilson has never, at any time, paid any consideration whatever to his said father, Bassil W. Wilson, for the said land, and before, 10 and at the time the said deed was executed, he, the said Robert Wilson, well knew that your orator had furnished the whole of the purchase money paid for said land, and that the said land in equity and good conscience belonged to your orator, and that your orator was entitled to have the same conveyed to your orator by the said Bassil W. Wilson, and that he took the said deed for the land from his said father, with full notice of all the equities existing between the said Bassil W. Wilson and your orator in relation to said land—all which actings and doings, pretences and refusals, are contrary to 20 equity and good conscience, and tend to the manifest wrong and injury of your orator in the premises.

In consideration whereof, and for as much as your orator can only have adequate relief in the premises in a court of equity, where matters of this nature are properly cognizable and relievable; to the end, therefore, that the said Bassil W. Wilson and Robert Wilson, and their confederates, when discovered, may, upon their several and respective corporal oaths, to the best and utmost of their several and respective knowledge, remembrance, information and belief, full, true, direct and perfect answer make to all and singular the matters aforesaid, 30 and that as fully and particularly, as if the same were here repeated, and they and every of them distinctly interrogated thereto, and more especially, that the said Bassil W. Wilson and Robert Wilson may, in manner aforesaid, answer and set forth whether the said Bassil W. Wilson did not purchase the said tract of land and premises, herein before mentioned, situate on the west side of the Nansemond river, in the county of Nansemond, in the State of Virginia, of the said Henry Phillips, and when he purchased the same; and how much he 40

paid for the said land, and whether he paid for the said land in money or otherwise, and how otherwise; and whether your orator did not furnish and advance all the money paid for said land, and whether the price paid for said land was not the sum of two thousand five hundred dollars; and whether your orator did not furnish the said Bassil W. Wilson with the said sum of two thousand five hundred dollars to pay for said land; and whether the said Bassil W. Wilson did not sign a paper certifying that your orator was entitled to a deed for one-half
10 of the said tract of land, as set forth in this bill; and whether he has not refused, and does not still refuse to convey to your orator the said tract of land or any part thereof, and why he so refuses? And whether he has not conveyed the said tract of land to his said son, Robert Wilson; and when he so conveyed it? And whether the said conveyance was not made to prevent your orator from obtaining the said land? And whether the said Robert Wilson paid any consideration for said land; and if so, how and when was it paid? And whether, when the said conveyance
20 was made, the said Robert Wilson did not know that your orator had furnished the money to purchase said land, and was entitled to a conveyance of the same? And that the said Bassil W. Wilson and Robert Wilson may set forth and discover a particular description of the said land so conveyed by the said Henry Phillips to the said Bassil W. Wilson. And that the said Bassil W. Wilson and Robert Wilson may be decreed to execute and deliver to your orator a good and sufficient deed of conveyance for the said lands, to vest in your orator the title in fee simple to the said lands. And that in
30 the meantime the said Bassil W. Wilson and Robert Wilson may be restrained, by the order and injunction of this honorable court, from selling, or contracting to sell, granting, conveying, demising, or in any way disposing of or encumbering the said land and premises, or any part thereof. And that the said Bassil W. Wilson and Robert Wilson may be restrained from going out of the jurisdiction of this honorable court; and that for that purpose a writ *ne exeat*, under the seal of this honorable court, may be issued to restrain the said Bassil W. Wilson and Robert Wilson from going into parts
40 without the State of New Jersey. And that your orator may

have such further and other relief in the premises as the nature of the circumstances of this case may require, and to your Honor shall seem meet and agreeable to equity and good conscience.

May it please your Honor, the premises considered, to grant unto your orator not only the state's most gracious writ of injunction, issuing out of and under the seal of this honorable court, to be directed to the said Bassil W. Wilson and Robert Wilson, restraining them, and each of them, from selling, or contracting to sell, granting, conveying, or demising, or in any way disposing of or encumbering the said land and premises, or any part thereof, and the state's writ of *ne exeat*, issuing out of and under the seal of this honorable court, restraining the said defendants, Bassil W. Wilson and Robert Wilson, from departing out of the jurisdiction of this court, but also the state's writ of subpœna, to be directed to the said Bassil W. Wilson and Robert Wilson, thereby commanding them, and each of them, at a certain day and under a certain pain therein to be limited, personally to be and appear before your Honor, in this honorable court, and then and there, full, true, direct, and perfect answer make to all and singular the premises; and further, to stand to, perform, and abide such further order, direction, and decree therein, as to your Honor shall seem meet and agreeable to equity and good conscience. And your orator shall ever pray, &c.

S. B. RANSOM,

Solicitor for and of Counsel with the Complainant.

New Jersey, to wit:—Elisha Ruckman, being duly sworn, on his oath saith, that he is the complainant in the foregoing bill named, and that the matters and things set forth in the said bill, so far as they relate to his own acts, are true, and so far as they relate to the acts of others, he believes them to be true; and deponent further saith, that the said Bassil W. Wilson and Robert Wilson, have heretofore resided in the State of Virginia; that they are now residing in the State of New Jersey, at Jersey City; that their residence here is merely temporary, and that they intend soon to leave this state; that owing to the unsettled and disorganized state of

society and the courts in the state of Virginia, and the bitter and hostile feeling of the greater portion of the population there toward northern men, this deponent is satisfied, that if the said Bassil W. Wilson and Robert Wilson return to Virginia, this deponent will be unable to procure a conveyance of the land in the foregoing bill mentioned, to him; that this deponent about one year ago, placed a statement of his claim in the hands of a lawyer at Suffolk, the county town of Nansemond county, in the State of Virginia, with instructions to

10 prosecute the said Wilson and compel him to convey said land to this deponent; that the said lawyer retained the papers of this deponent for several months, until he had obtained an interview with the said Bassil W. Wilson, when he returned them to this deponent, declining to prosecute the said claim of this deponent; and deponent fears, that if the said Bassil W. Wilson and Robert Wilson are permitted to leave this state before the determination of this suit, this deponent, even though he should get a decree for the conveyance of the said land to him, will be unable to compel such conveyance; and

20 deponent further says, that he furnished the said Bassil W. Wilson the sum of twenty-five hundred dollars to pay for said land; that he did pay that sum for it with the said money of this deponent, and took the deed in his own name; that he, the said Bassil W. Wilson, did agree to pay back to this deponent the one-half of the said sum of money, and convey to said deponent one-half of said land; that he has never done either, although often requested so to do by this deponent; and deponent further says, that he has been informed by Mr. John R. Kilby, an attorney at law, at Suffolk, in the state of Vir-

30 ginia, who was employed by deponent to prosecute said Wilson, and who declined to do so, that the said Bassil W. Wilson, shortly after Lee's surrender, conveyed this land to his said son, Robert Wilson; and deponent further says, that the said Bassil W. Wilson has frequently promised this deponent to convey the said land to this deponent, that he has also admitted to this deponent, that he had conveyed the said land to his said son, Robert, and that he would procure said Robert Wilson to make a deed to this deponent for said land, but that he has failed to do so.

Sworn and subscribed, this 16th day of July, A. D. 1866, at Jersey City, N. J., before me.

ARCH. K. BROWN, *M. C.*

Answer.

[Filed August 15, 1866.]

*To His Honor Abraham O. Zabriskie, Chancellor of the State
of New Jersey:*

The several answer of Bassil W. Wilson and Robert L. Wilson, defendants to the bill of complaint of Elisha Ruckman, complainant. 10

These defendants, now and at all times hereafter, saving and reserving to themselves all and all manner of benefit and advantage of exception to the many errors and imperfections contained in the said bill of complaint of the said complainant, for answer thereunto, or unto so much and such parts thereof as these defendants are advised it is material for them to make answer unto, they answering, say—

These defendants admit that the complainant, Elisha Ruckman, of the township of Harrington, in the county of Bergen, and State of New Jersey, was, prior to the twenty-third day 20
September, in the year of our Lord eighteen hundred and 05
fifty-three, doing business in the city of New York, and engaged in transporting oysters from the State of Virginia and selling the same in the city of New York, and that he, the said complainant, had an arrangement with Bassil W. Wilson, one of the defendants herein named, who lived in Virginia, to gather oysters and ship them to New York to him, the said complainant; and these defendants admit that said Elisha Ruckman, with said Bassil W. Wilson, did rent a tract of land about the year eighteen hundred and fifty-three, lying 30
on the west side of the Nansmond river, in the county of 01

Nansemond, and State of Virginia, containing about one hundred and sixty-seven acres, for the purpose of gathering oysters on said land, and that the said Bassil W. Wilson did propose to said complainant to buy the said tract of land for the sum of two thousand five hundred dollars.

And this defendant, Bassil W. Wilson, further answering for himself, saith, that about the year eighteen hundred and fifty-three, the said Elisha Ruckman, complainant, made an agreement with this defendant to join with him in gathering
10 and shipping oysters from the Nansemond river, in Virginia, to New York, and that said defendant's labor and skill should be considered as equal to the said complainant's capital invested in boats, &c., for the purpose of carrying on the business aforesaid, and that the profits arising from said gathering, shipping and selling said oysters should be equally shared between them, the said Elisha Ruckman and Bassil W. Wilson; and this defendant saith, that the business aforesaid was carried on between them for about three years, or until the year eighteen hundred and fifty-six, during all which time
20 said Elisha Ruckman received, sold, and kept all the proceeds arising from the sale of said oysters, excepting small sums of money which said complainant forwarded to this defendant at different times during said period, amounting in all to less than *five hundred dollars*. And said Elisha Ruckman did not pay, as he had agreed to do, the one-half share of all the profits arising from said sales to this defendant, which said share amounted to upwards of *three thousand dollars* in September, in the year eighteen hundred and fifty-six; that about this time this defendant agreed with said Elisha
30 Ruckman to purchase the tract of land aforesaid for the purpose of gathering oysters on Nansemond river shore of said tract; that said Elisha Ruckman forwarded to this defendant the sum of two thousand five hundred dollars, two thousand four hundred dollars of which amount this defendant paid to Henry Phillips, the grantor of said land, and kept the balance for his own use.

And this defendant, further answering for himself, denies that it was ever agreed between him and said Elisha Ruckman, that this defendant should ever re-pay to him one half,
40 or any part of the said two thousand five hundred dollars,

sent as aforesaid, and also denies that it was ever agreed between them that this defendant should give or execute a deed unto said Elisha Ruckman for the one-half, or any part of the said tract of land, so that they, the said Elisha Ruckman and this defendant, should lease as tenants in common; but this defendant, further answering, says, that the whole of the two thousand five hundred dollars, sent as aforesaid by said Elisha Ruckman to this defendant, of right belonged to him as his just share of the profits of the business aforesaid. 10

And this defendant, further answering, says, that at the time of, or shortly after the purchase of said tract of land, this defendant proposed to said Elisha Ruckman that he should hold one-half of the said tract by deed, inasmuch as he shared the profits of the land, the most valuable part of which was the Nansemond river shore, and this defendant expected and hoped that said Elisha Ruckman would receive one-half of said tract of land, and pay one-half of the consideration money, yet he refused by a paper writing under his hand, directed to this defendant, to take one-half of said 20 tract of land by deed, and proposed in said paper writing that since this defendant then lived on the land, he should keep the title in himself.

And the said Elisha Ruckman said furthermore, in said paper writing, that he, the said Elisha Ruckman, had enough money in his hands in this defendant's favor, or due to this defendant on account of said business, to make him, said Elisha Ruckman, safe.

And this defendant, Bassil W. Wilson, further answering for himself, admits that he did purchase said tract of land 30 and receive the same by deed, of one Henry Phillips, and paid for the same the sum of two thousand four hundred dollars, and not the sum of two thousand five hundred dollars, as erroneously stated in the complainant's bill of complaint.

And this defendant denies that the whole, or any part of the said purchase money was furnished by said Elisha Ruckman, and says that the whole of said purchase money was furnished and paid to said Henry Phillips by this defendant, 40

And this defendant, Bassil W. Wilson, further answering for himself, saith, that he knows not, and has not been informed, save by the complainant's said bill, and cannot set forth as to his belief or otherwise, whether he ever delivered a paper writing under his hand to said Elisha Ruckman, wherein he in any way alluded to said Elisha Ruckman's share or part of said tract of land.

10 And this defendant denies that he ever certified in any paper writing that said Elisha Ruckman was entitled to a deed for one-half of the said land, or that said Elisha Ruckman paid one-half of the purchase money, or that this defendant, with his wife, would give a deed at any time said Elisha Ruckman should call for the same, unless said complainant refers to the proposal of this defendant to give a deed for one-half of said tract for a consideration, in the year eighteen hundred and fifty-six, and this he admits.

20 And these defendants, Bassil W. Wilson and Robert L. Wilson, further answering, admit, that about the month of May, in the year eighteen hundred and sixty-five, the said Bassil W. Wilson conveyed said lands to Robert L. Wilson, by deed, and that said Robert L. Wilson now claims to be the lawful owner thereof.

And these defendants expressly deny that the said conveyance was made without any consideration having been paid by the said Robert L. Wilson to said Bassil W. Wilson, and deny that any notice whatever was given by said Elisha Ruckman to said Robert L. Wilson, that said Ruckman had paid the purchase money for the same, and was entitled to have the same conveyed to him, and that he held the same in
30 trust for said Elisha Ruckman.

And these defendants, further answering, say, that the consideration paid by said Robert L. Wilson to Bassil W. Wilson for said tract of land amounted to upwards of *two thousand two hundred dollars*, the same being the principal and interest thereon, placed in the hands of said Bassil W. Wilson in trust for Robert L. Wilson, the son of said Bassil W. Wilson, by Moneried M. Wilson, the grandmother of said Robert Wilson.

And this defendant, Robert L. Wilson, further answering for himself, saith, that he is not temporarily residing in Jersey
40 City, but that he has resided in this city for six years past, and

still continues to reside here, and has no intention of going out of the state of New Jersey, to remain or reside in any other state; that he is employed by the Dodd's Express, on the New Jersey Railroad, and resides at present at No. 141 Washington street, Jersey City, where he expects to continue to reside.

And this defendant, Bassil W. Wilson, further answering for himself, saith, that he is at present a resident of Nansemond county, in the State of Virginia; that he admits that said Elisha Ruckman has applied to him for a deed for said tract 10 of land, and saith that although he continued in said business of gathering and shipping oysters to said Elisha Ruckman until the year eighteen hundred and fifty-eight, yet said Elisha Ruckman did not, during that time, apply to said defendant for a deed for any part or for the whole of said tract of land in Nansemond county aforesaid, but made such application in the year eighteen hundred and sixty-five, and not before.

And this defendant, further answering, saith, that during all the time he was engaged in said oyster business with said Elisha Ruckman, from the year eighteen hundred and fifty- 20 three to the year eighteen hundred and fifty-eight, said complainant made no settlement with this defendant, and did not pay to him, in cash or otherwise, upwards of five hundred dollars, besides the two thousand five hundred dollars forwarded as aforesaid in the year eighteen hundred and fifty-six.

And these defendants, further answering, absolutely deny that they combined and confederated together, or with others, to wrong and injure said Elisha Ruckman, and deny that at the time of the execution of the deed from Bassil W. Wilson to Robert L. Wilson, for the tract aforesaid, that said Robert L. 30 Wilson was an infant, he being at that time of the age of twenty-six years.

And these defendants say that the said Robert L. Wilson did pay unto the said Bassil W. Wilson, who was the father of said Robert, a full and ample consideration, amounting to upwards of two thousand two hundred dollars, the same being principal and interest of the sum of one thousand dollars, placed in the hands of said Bassil W. Wilson about the year eighteen hundred and forty-six, by Moneried M. Wilson, the mother of said Bassil W. Wilson, and grandmother of said 40

Robert L. Wilson, to be held and kept in trust until said Robert L. Wilson should become of full age.

And this defendant, Robert L. Wilson, further answering for himself, distinctly denies, that he knew or believed that said Elisha Ruckman had furnished the whole or any part of the purchase money, paid for said tract of land, and he denies that he knew or believed that said tract of land belonged in equity and good conscience to said Elisha Ruckman.

And this defendant denies, that he knew or believed that
10 said Elisha Ruckman was entitled to have the said tract of land conveyed to him.

And this defendant denies that he took the said deed for the said land from his said father, with full notice of all the equities existing between the said Bassil W. Wilson and the said Elisha Ruckman, in relation to said land.

And this defendant, Bassil W. Wilson, further answering for himself, saith, that he denies that said conveyance from this defendant to his son, Robert L. Wilson, and all refusals
20 made by this defendant to said Elisha Ruckman, were contrary to equity and good conscience, and that they tended to the manifest wrong and injury of said Elisha Ruckman in the said premises.

And these defendants deny all and all manner of unlawful combinations and confederacy, wherewith they are by the said bill charged; without this, that there is any other matter, cause or thing, in the said complainant's said bill of complaint contained, material or necessary for these defendants to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true
30 to the knowledge and belief of these defendants. All which matters and things these defendants are ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly pray to be hence dismissed, with their reasonable costs and charges, in this behalf most wrongfully sustained.

ALBERT S. CLOKE,

Solicitor for and of Counsel with the Defendants.

Bassil W. Wilson, being duly sworn, on his oath saith, that he is one of the defendants in the foregoing answer named,

and that the matters and things set forth in the said answer, so far as they relate to his own acts, are true, and so far as they relate to the acts of others, he believes them to be true.

B. W. WILSON.

State of Virginia, county of Nansemond, to wit:—The foregoing answer was subscribed and sworn to, before me, this, the 7th day of August, A. D. 1866, in the town of Suffolk, county of Nansemond, and State of Virginia.

Given under my hand, this, the day and year first above mentioned.

10

WM. R. ELLIS, *J. P.*

State of Virginia, Nansemond county, to wit:—I, Peter B. Prentis, clerk of the county court of Nansemond county, in said state, do hereby certify, that Wm. R. Ellis, whose genuine signature appears above, was, at the time of signing the same, a justice of the peace in and for said county and state, duly commissioned and qualified, and that due faith and credit are, and ought to be given on all his official acts as such.

In testimony whereof, I hereunto set my hand and annex the seal of the said county, this 7th day of August, 1866.

20

[L s.]

PETER B. PRENTIS, *Clerk.*

Robert Wilson, being duly sworn, on his oath saith, that he is one of the defendants in the foregoing answer named, and that the matters and things set forth in the said answer, so far as they relate to his own acts, are true, and so far as they relate to the acts of others, he believes them to be true.

R. L. WILSON.

Sworn and subscribed, before me, this 14th day of August, A. D. 1866.

LUTHER S. ELMER, *M. C.* 30

21

Amended Bill.

[Filed November 12, 1866.]

*To His Honor Abraham O. Zabriskie, Chancellor of the
State of New Jersey:*

Humbly complaining, showeth unto your Honor your orator, Elisha Ruckman, of the township of Harrington, in the county of Bergen, and State of New Jersey, that prior to the twenty-third day of September, in the year of our Lord one thousand eight hundred and fifty-three, your orator was doing
10 business in the city of New York, and was engaged in transporting oysters from the State of Virginia, and selling the same in the city of New York; that your orator had an arrangement with one Bassil W. Wilson, who lived in Virginia, to gather and ship oysters to your orator at New York; that the said arrangement was made about the first day of September, in the year of our Lord one thousand eight hundred and fifty-one, and was as follows, that is to say: That the said Bassil W. Wilson was to go to the State of Virginia, in the county of Nansemond, and buy oysters and plant them in the
20 Nansemond river; that he was to rent for this purpose land under water in front of a farm there, owned by Henry Phillips, situate on said Nansemond river, and when the said oysters should be fit for market, to gather and ship them to the city of New York, whenever the market should be suitable to your orator, who was to sell them; that your orator was to furnish the capital required to rent the land and buy the seed oysters, and the said Bassil W. Wilson was to plant them, and when the said oysters should be sold, your orator was to receive all the proceeds of the said sale, and re-imburse
30 himself out of the proceeds of such sales for the money advanced by him to said Bassil W. Wilson, and give to the said Bassil W. Wilson one-half of all the profits that should be realized on the said oysters; that your orator and said Bassil W. Wilson rented a tract of land lying on the west side of Nansemond river, in the county of Nansemond, and State of Virginia, containing about one hundred and sixty-

seven acres, a more particular description of which your orator is unable to procure, for the purpose of planting and gathering oysters on said land; that the said Bassil W. Wilson, about the time aforesaid, proposed to your orator to buy the said tract of land; that your orator agreed with the said Bassil W. Wilson, and authorized him to purchase the said tract of land for your orator, and furnished him, the said Bassil W. Wilson, with the sum of two thousand five hundred dollars, for the purpose of purchasing the said property.

And your orator further shows, that when your orator advanced to said Bassil W. Wilson the said sum of two thousand five hundred dollars, for the purpose of paying for the said land, it was agreed by and between the said Bassil W. Wilson and your orator, that the said Bassil W. Wilson should re-pay to your orator the one-half of the said sum of money, that is to say, the sum of one thousand two hundred and fifty dollars, and should give to your orator a deed for the one-half of the said tract of land, so that your orator and the said Bassil W. Wilson should own the said land together as tenants in common, each being the owner in fee of the undivided half part thereof. 20

And your orator further shows, that the said Bassil W. Wilson did purchase the said tract of land and took a deed for the same to himself, in his own name; that he purchased the same of one Henry Phillips, and paid him for the same the sum of two thousand four hundred dollars, the whole of which purchase money was furnished by your orator, as aforesaid, the said Bassil W. Wilson furnishing no part of the said purchase money.

And your orator further shows, that after the said Bassil W. Wilson had made said purchase with your orator's said money, to wit, on or about the twenty-third day of September, in the year of our Lord one thousand eight hundred and fifty-six, he executed and delivered to your orator a paper writing under his hand, in which he certified that your orator was entitled to a deed for one-half of the said land for which he, the said Bassil W. Wilson held a deed from Henry Phillips, in Nansemond county, Virginia, your orator having paid one-half of the purchase money at the time it was bought, and the deed being taken in his, the said Bassil W. Wilson's, 40

name, the property to be clear of all encumbrance, and the deed to be signed by the wife of the said Bassil W. Wilson and the said Wilson, at any time your orator should call for the same, and that the said land was bought in the year eighteen hundred and fifty-three, for the sum of twenty five hundred dollars, which said paper writing, bearing date the twenty-third day of September, eighteen hundred and fifty-six, signed by the said Bassil W. Wilson, is now in the possession of your orator, ready to be produced and proved, as
10 this honorable court shall direct, as by the same, reference being thereto had, will more fully appear.

And your orator further shows, that about the month of May, eighteen hundred and sixty-five, as your orator is informed and believes, the said Bassil W. Wilson conveyed the said land to his son, Robert Wilson, by deed, who now claims to be the owner thereof, but your orator expressly charges that the said Robert Wilson never paid any consideration whatever for said conveyance, and took the same with full notice that your orator had paid the purchase money for the
20 same, and was entitled to have the same conveyed to your orator, and that he now holds the same in trust for your orator.

And your orator further shows, that the said Bassil W. Wilson and Robert Wilson are now both temporarily residing at Jersey City, in this State, but they threaten to leave the State, and your orator fears they may do so before he can compel them to give him a deed for said land, unless restrained from leaving the State by the order and writ of *ne exeat* of this court.

30 And your orator further shows, that from the said first day of September, in the year of our Lord eighteen hundred and fifty-one, to the year of our Lord eighteen hundred and fifty-seven, your orator and said Bassil W. Wilson bought and planted upon the lands under water in front of said farm large quantities of oysters, more or less of which were, from time to time, shipped by said Bassil W. Wilson to your orator in New York, and by your orator sold.

And your orator further shows, that from the said first day of September, eighteen hundred and fifty-one, to the tenth
40 day of September, eighteen hundred and fifty-two, your ora-

tor advanced to the said Bassil W. Wilson, and paid out otherwise for the rent of the said farm, and the expenses of buying and planting said oysters and shipping the same to New York, large sums of money, how much your orator is now unable to ascertain; that on or about the said tenth day of September, in the year last aforesaid, your orator and the said Bassil W. Wilson made a statement of accounts and had a settlement of their said partnership transactions up to that date, upon which settlement the said Bassil W. Wilson was found to be indebted to your orator in the sum of four hundred and sixty-three dollars and ninety-seven cents; that from the said last mentioned date, to the twenty-sixth day of August, in the year of our Lord eighteen hundred and fifty-four, your orator advanced to the said Bassil W. Wilson the sum of about twenty-three thousand one hundred and forty-eight dollars, and otherwise paid out for the purposes of the said partnership transactions the sum of about ten thousand one hundred and thirty-two dollars and thirty-four cents; that on the said twenty-sixth day of August, in the year of our Lord eighteen hundred and fifty-four, your orator and the said Bassil W. Wilson again made a statement of accounts and had a settlement of their partnership transactions, upon which settlement there was found to be due to your orator, from the said Basil W. Wilson, the sum of one thousand eight hundred and eighty-four dollars and fifty-five cents; that in this last settlement of the accounts the said Bassil W. Wilson was charged with the said sum of two thousand five hundred dollars, advanced to him to purchase the said farm, and was credited with the sum of twelve hundred dollars for one-half of said farm, the said farm being treated in the said settlement by both your orator and the said Bassil W. Wilson as a partnership asset.

And your orator further shows, that from the date of the said last mentioned settlement between your orator and the said Basil W. Wilson to the present time, there has been no settlement between them of their partnership transactions.

And your orator further shows, that the said Basil W. Wilson continued to ship oysters from the said farm to your orator until about the spring of the year of our Lord eighteen hundred and fifty-seven, when he ceased shipping oysters to your

orator; that from the time of the said last mentioned settlement to the time he ceased shipping oysters to your orator, the said Bassil W. Wilson shipped to your orator oysters from the said farm in Virginia, which your orator sold for the sum of twelve thousand eight hundred and thirty-eight dollars and thirteen cents, one thousand two hundred and twenty-nine dollars and two cents of which has not been collected, and is worthless, leaving the sum of eleven thousand six hundred and nine dollars and eleven cents received by your orator
10 during that time; that during the time last aforesaid, that is to say, from the said twenty-sixth day of August, in the year of our Lord eighteen hundred fifty-four, to the seventh day of July, in the year of our Lord eighteen hundred and fifty-seven, your orator advanced and paid directly to the said Bassil W. Wilson large sums of money, amounting in the aggregate to the sum of ten thousand nine hundred and ninety six dollars and sixty-one cents, and otherwise paid for the purposes of the partnership other large sums, amounting in the aggregate to the additional sum of three thousand three
20 hundred and forty-eight dollars and twenty-three cents, and that upon a fair settlement of the said partnership accounts, and a proper accounting by the said Bassil W. Wilson, he, the said Bassil W. Wilson, will be indebted to your orator in a sum much larger than the amount paid for the said farm.

And your orator further shows, that he has annexed hereto in a schedule, marked A, a full statement of said moneys so by him received and paid out, which schedule your orator prays may be taken as part of this his bill of complaint.

And your orator further shows, that in the year eighteen
30 hundred and fifty-seven, when the said Bassil W. Wilson ceased shipping oysters from the said farm to your orator, there was planted on the lands under water, in front of the said farm, belonging to your orator and the said Bassil W. Wilson, large quantities of oysters which had been planted there by your orator and the said Bassil W. Wilson, worth upon the ground, as they then lay, a very large amount of money, viz., an amount exceeding the sum of forty thousand dollars.

And your orator further shows, that he has been informed
40 and believes, that from the winter of eighteen hundred and

fifty-seven-eight, to the breaking out of the rebellion, and since the suppression of the said rebellion, the said Bassil W. Wilson has gathered and shipped to other persons than your orator large quantities of the said oysters, to wit, more than forty thousand dollars worth, of said oysters, contrary to his said co-partnership agreement, and that he has received large sums of money for the same, for which he ought to account to your orator, and for which he has rendered no account to your orator; but how much he has received for the same your orator is unable to state, and prays a discovery of the same. 10

And your orator further shows, that since the execution of the said paper writing, your orator has frequently applied to the said Bassil W. Wilson and requested him to come to an account with your orator of his said partnership dealings, and to execute to your orator a deed for the said tract of land, or the one-half of it, and to pay to your orator the one-half of the said purchase money, and all other moneys found to be due to your orator upon such accounting; and your orator well hoped that he would have complied with such reasonable request of your orator, and would have either executed to your orator a deed for the whole of the said tract of land, or that he would have executed to your orator a deed for the one-half of the said tract of land, and repaid to your orator the one-half of the said purchase money so furnished by your orator as aforesaid, and such other moneys as may be found due to your orator; but now, so it is, may it please your Honor, that the said Bassil W. Wilson and Robert Wilson, combining and confederating together, and with divers other persons at present unknown to your orator, but whose names, when discovered, your orator prays he may be at liberty to insert herein, 30 with apt and proper words to charge them as defendants hereto, and contriving how to wrong and injure your orator in the premises, he, the said Bassil W. Wilson, absolutely refuses to comply with such request of your orator, and did, as your orator has been informed and believes, about the month of May, in the year of our Lord one thousand eight hundred and sixty-five, execute a deed to his said son, Robert Wilson, conveying to him all the said tract of land and premises, pretending that he used the money of his said son, Robert Wilson, who, was an infant under the age of twenty-one years, to purchase the 40

said land ; whereas, your orator expressly charges that he did not use any of the money of his said son, Robert Wilson, to purchase the said land, but used the money of your orator to purchase the said land ; and that the whole of the money, paid by him for the said land, was the money of your orator ; and your orator further expressly charges, that the said Robert Wilson has never, at any time, paid any consideration whatever to his said father, Bassil W. Wilson, for the said land, and before, and at the time the said deed was executed, 10 he, the said Robert Wilson, well knew that your orator had furnished the whole of the purchase money paid for said land, and that the said land, in equity and good conscience, belonged to your orator, and that your orator was entitled to have the same conveyed to your orator by the said Bassil W. Wilson, and that he took the said deed for the said land from his said father with full notice of all the equities existing between the said Bassil W. Wilson and your orator, in relation to said land ; all which actings, doings, pretences and refusals are contrary to equity and good conscience, and tend to the manifest 20 wrong and injury of your orator in the premises.

In consideration whereof, and forasmuch as your orator can only have adequate relief in the premises in a court of equity, where matters of this nature are properly cognizable and relievable. To the end therefore that the said Bassil W. Wilson and Robert Wilson and their confederates, when discovered, may, upon their several and respective corporal oaths, to the best and utmost of their several and respective knowledge, remembrance, information and belief, full, true, direct and perfect answer make to all and singular the matters aforesaid, 30 and that as fully and particularly as if the same were here repeated, and they and every of them distinctly interrogated there-to, and more especially that the said Bassil W. Wilson and Robert Wilson may, in manner aforesaid, answer and set forth whether the said Bassil W. Wilson did not purchase the said tract of land and premises hereinbefore mentioned, situate on the west side of Nansemond river, in the county of Nansemond, in the State of Virginia, of the said Henry Phillips, and when he purchased the same, and how much he paid for the said land in money or otherwise, and how otherwise ? And whether your 40 orator did not furnish and advance all the money paid for said

land? And whether the price paid for said land was not the sum of two thousand five hundred dollars? And whether your orator did not furnish the said Bassil W. Wilson with the said sum of two thousand five hundred dollars to pay for said land? And whether the said Bassil W. Wilson did not sign a paper certifying that your orator was entitled to a deed for one-half of the said tract of land as set forth in this bill? And whether he has not refused and does not still refuse to convey to your orator the said tract of land or any part thereof, and why he so refuses? And whether he has not conveyed the said tract of land to his said son, Robert Wilson, and when he so conveyed it? And whether the said conveyance was not made to prevent your orator from obtaining the said land? And whether the said Robert Wilson paid any consideration for the said land, and if so, how and when was it paid? And whether, when the said conveyance was made, the said Robert Wilson did not know that your orator had furnished the money to purchase said land and was entitled to a conveyance of the same? And that the said Bassil W. Wilson and Robert Wilson may set forth and discover a particular description of the said land so conveyed by the said Henry Phillips to the said Bassil W. Wilson. And that an account may be taken of all and every the said co-partnership dealings and transactions from time of the commencement thereof, and also an account of the moneys received and paid by your orator and the said Bassil W. Wilson respectively in regard thereto, your orator being ready and willing and hereby offering to account for the partnership dealings and transactions which have been carried on by your orator, and especially an account of all the oysters which the said Bassil W. Wilson has taken from the said tract of land or farm in Nansemond county, in the State of Virginia, which he did not ship to your orator according to the said partnership agreement; and also an account of the rents, issues and profits of the said farm while the said Bassil W. Wilson has held the title to the same; and that the said farm may be decreed to be partnership assets; and that the said Bassil W. Wilson and Robert Wilson may be decreed to execute and deliver to your orator a good and sufficient deed of conveyance for the said lands, to vest in your orator the title in fee simple to the said lands; and that the

said Bassil W. Wilson may be decreed to pay to your orator what upon such accounting may be found to be due to him after the conveyance of the said lands to your orator; and that in the meantime the said Bassil W. Wilson and Robert Wilson may be restrained by the order and injunction of this honorable court from selling or contracting to sell, granting, conveying, demising, or in any way disposing of or encumbering the said land and premises or any part thereof; and that the said Bassil W. Wilson and Robert Wilson may be restrained
10 from going out of the jurisdiction of this honorable court, and that for that purpose a writ *ne exeat*, under the seal of this honorable court, may be issued to restrain the said Bassil W. Wilson and Robert Wilson from going into parts without the State of New Jersey; and that your orator may have such further and other relief in the premises as the nature of the circumstances of this case may require and to your Honor shall seem meet and agreeable to equity and good conscience.

May it please your Honor, the premises considered, to grant unto your orator not only the state's most gracious writ of in-
20 junction, issuing out of and under the seal of this honorable court, to be directed to the said Bassil W. Wilson and Robert Wilson, restraining them, and each of them, from selling or contracting to sell, granting, conveying or demising, or in any way disposing of or encumbering the said land and premises, or any part thereof, and the state's writ of *ne exeat*, issuing out of and under the seal of this honorable court, restraining the said defendants, Bassil W. Wilson and Robert Wilson, from departing out of the jurisdiction of this court; but also the state's writ of subpoena, to be directed to the said Bassil
30 W. Wilson and Robert Wilson, thereby commanding them, and each of them, at a certain day, and under a certain pain therein to be limited, personally to be and appear before your Honor in this honorable court, and then and there full, true, direct and perfect answer make to all and singular the premises, and further, to stand to, perform and abide such further order, direction and decree therein as to your Honor shall seem meet and agreeable to equity and good conscience. And your orator shall ever pray, &c.

STEPHEN B. RANSOM,

New Jersey, to wit:—Elisha Ruckman, being duly sworn, on his oath saith—that he is the complainant in the foregoing bill named, and that the matters and things set forth in the said bill, so far as they relate to his own acts, are true, and so far as they relate to the acts of others, he believes them to be true.

And deponent further says, that he furnished the said Bassil W. Wilson the sum of twenty-five hundred dollars, to pay for said land; that he *did* pay the sum of twenty-four hundred dollars for it out of the said money of this deponent, and took 10 the deed in his own name; that the said Bassil W. Wilson did agree to pay back to this deponent the one-half of said sum of money, and convey to this deponent one-half of said land; that he has never done either, although often requested so to do by this deponent.

And this deponent further says, that he has been informed by Mr. John K. Kilby, an attorney-at-law at Suffolk, in the State of Virginia, who was employed by deponent to prosecute said Wilson, and who declined to do so, that the said Bassil W. Wilson, shortly after Lee's surrender, conveyed this 20 land to his said son, Robert Wilson.

And deponent further says, that the said Bassil W. Wilson has frequently promised this deponent to convey the said land to this deponent; that he has also admitted to this deponent that he had conveyed the said land to his said son, Robert Wilson, and that he would procure said Robert Wilson to make a deed to this deponent for said land, but that he had failed to do so.

ELISHA RUCKMAN.

Sworn and subscribed this 10th day of November, A. D. 30 1866, before me.

ARCH. K. BROWN, *M. C.*

SCHEDULE A.

Statement of moneys paid out and received by Elisha Ruckman, on account of the partnership transactions between him, the said Elisha Ruckman, and Bassil W. Wilson, mentioned in the foregoing bill, from the 26th day of August, A. D. 1851, to the time of filing this bill:

	1854.		
	Aug. 26.	Settled with B. W. Wilson; due Elisha Ruckman from him.....	\$1,884 55
10		The following moneys were paid by Elisha Ruckman to Bassil W. Wilson, viz.:	
	1854.		
	Aug. 29.	To cash.....	\$100 00
	29.	“ in gold.....	1,000 00
	29.	“ silver.....	75 00
	Sept. 20.	P. Schilicker, draft at 60 days.....	500 00
	Oct. 4.	P. Schilicker, draft at 60 days.....	500 00
20	12.	P. Schilicker, draft at 60 days.....	500 00
	19.	Cash to Mrs. Wilson, by J. P. Case	150 00
	20.	P. F. Schilicker, draft..	500 00
	26.	Whitehurst, draft.....	500 00
	Nov. 11.	“ “	500 00
	Dec. 12.	B. W. Wilson, cash....	25 00
	12	“ “	25 00
	1855.		
30	Jan. 6.	Draft.....	100 00
	6.	“	500 00
	6.	Cash, by Van Pelt....	13 50
	April 13.	B. W. Wilson, cash ...	50 00
	May 15.	John Smith, “	20 00

May 22.	Bassil W. Wilson, cash.	\$41 00	
26.	“ “	100 00	
Sept. 4.	“ “	20 00	
29.	“ “	500 00	
Oct. 31.	Cash, by J. Bush.....	300 00	
1856.			
Mar.	William Jackson.....	564 00	
	B. & W. Decker.....	747 00	
May 12.	E. Ruckman.....	61 00	
Sept.	Cash	800 00	10
23.	“	800 00	
Nov. 5.	“	100 00	
1857.			
Jan. 6.	Chamberlain & Son, draft	200 00	
Feb. 10.	Draft	100 00	
24.	“ Chamberlain & Son	200 00	
Mar.	Cash, by Capt. James Dennis	200 00	
	Bill of stoves.....	15 11	20
20.	10 pairs of tongs, at \$3.	30 00	
24.	Cash, by R. Secor.....	500 00	
June 10.	“ in gold.....	600 00	
July 7.	“ by check.....	60 00	
		<hr/>	
		\$10,995 61	
		<hr/>	
		\$12,881 16	

Moneys paid by Elisha Ruckman on account of the partnership transactions between him and Bassil W. Wilson, viz.:

1854.			
Aug. 26.	To 1 boat.....	\$31 00	30
29.	Premium on gold and silver.....	5 38	
Sept. 30.	4 pairs 14-foot tongs, at \$3.50.....	14 00	
30.	5 “ 12 “ \$3.25.....	16 25	
30.	4 “ 10 “ \$3.....	12 00	
30.	4 oars, at 50 cents.....	2 00	
30.	9 hampers, at 75 cents.....	6 75	
30.	100 baskets, at 50 cents.....	50 00	

	Sept. 30.	114 pounds of rigging, at 12½ cents.	\$14 25
	30.	115 " " 12½ "	14 38
	30.	40 " " 12½ "	5 00
	30.	Lot of hampers and baskets.....	15 00
	30.	Cartage.....	1 00
	Dec. 12.	5 pairs 10-foot tongs.....	15 00
	12.	1 pair 8 "	2 50
	28.	5 pairs 12 " at \$3.25; 8	
		" 10 " \$3.....	40 25
10	1855.		
	Jan. 6.	9 pairs 12-foot tongs, at \$3.25; 2	
		" 10 " \$3.....	35 25
	6.	New boat.....	40 00
	6.	Fetching round town and painting.	9 50
	30.	Freeman Johnson.....	26 00
	Feb. 3.	Charter to Sea Witch.....	350 00
	3.	" Staten Islander.....	250 00
	3.	Dockage	24 07
	16.	Charter of schooner Norma and	
20		dockage	227 00
	16.	Norma's dockage to Beaty, \$18.12;	
		and Doyle, \$5.....	23 12
	16.	Beaty for commissions.....	19 06
	16.	Use of baskets for Norma.....	2 50
	23.	S. Drury, on schooner Norma.....	36 00
	April 9.	3 men, unloading.....	9 00
	25.	R. Jones	11 00
	May 2.	"	5 00
	2.	" in Dec. had.....	5 00
30	9.	" in full.....	44 00
	9.	Charter of the Ney.....	400 00
	9.	" " Rio Grande.....	250 00
	9.	Expenses " Sea Witch.....	142 75
	9.	" " Staten Islander.....	77 25
	9.	" " Ney.....	21 00
	9.	" " Rio Grande.....	23 00
	9.	William and James.....	8 00
	15.	High Coming, on William & James	4 50
	15.	J. Wishart, Anchor and Chain....	20 00
40	24.	Advertising	1 50

May 24.	Rigging and work.....	\$5 75
24.	Work and rigging.....	2 87
June 14.	Pumps, \$1.50; advertising, \$2.50..	4 00
15.	William Seaman, wages.....	39 00
15.	Caulking sloop.....	3 40
Aug. 9.	Rigging.....	6 88
Sept. 19.	Stephen, for painting.....	2 00
19.	E. R., for William and James....	1 08
19.	Dockage.....	14 00
19.	Bill of sale.....	1 50 10
25.	J. Cutrells, bill for William and James.....	28 00
Oct. 31.	Bill of stores.....	47 01
1856.		
Sept.	6 New Haven baskets, 7½.....	5 25
	5 pairs 10-foot tongs, at \$3.....	15 00
	— pounds Manila rope, at 1½.....	
Nov. 8.	50 baskets, at 3½; cartage, 8½.....	19 75
1857.		
Mar. 11.	Charter of R. Secor.....	306 00 20
20.	“ Elmira C.....	200 00
20.	“ R. Secor.....	300 00
20.	Interest on Terry's notes, 3 and 6 months.....	38 50
		\$3,348 23

Statement of moneys received by Elisha Ruckman for oysters shipped to him by Bassil W. Wilson from farm in Virginia, and sold by him, viz.:

1857.		
	Cargo by schooner Elmira Cornelius.....	30 \$625 92
	Cargo by schooner Rebecca Secor, by lot.....	1,650 00
April 9.	Cargo by schooner Rebecca Secor, by lot.....	1,850 00
1858.		
	By order from B. & W. Decker.....	100 00

Sept. 27.	E. Ruckman, from B. & W. Decker	\$200 00
1855.		
Sept.	Sea Witch sale.....	821 71
	Norma "	678 50
	Staten Islander sale.....	655 38
	Ney sale.....	925 12
	Rio Grande sale.....	2,000 00
	Capt. De Groat.....	155 00
1856.		
10 March.	Sold, to be delivered in Virginia—	
	Load to Wm. Jackson.....	864 00
	" B. & W. Decker.....	2,312 50
		<hr/>
		\$12,838 13
	Of this amount there remains uncollected the sum	
	of	1,229 02
		<hr/>
		\$11,609 11

Answer.

[Filed May 15, 1867.]

To His Honor Abraham O. Zabriskie, Chancellor of the State
of New Jersey:

20

The several answer of Bassil W. Wilson and Robert Wilson, defendants to the amended bill of complaint of Elisha Ruckman, complainant.

These defendants, now and at all times hereafter, saving and reserving to themselves all and all manner of benefit and advantage of exception to the many errors and imperfections contained in said amended bill of complaint of the said complainant, for answer thereunto, or unto so much and such

parts thereof as these defendants are advised it is material for them to make answer unto, they answering, say—

These defendants admit that the complainant, Elisha Ruckman, of the township of Harrington, in the county of Bergen, and State of New Jersey, was, prior to the twenty-third day of September, in the year of our Lord one thousand eight hundred and fifty-three, doing business in the city of New York, and engaged in transporting oysters from the State of Virginia, and selling the same in the city of New York, and that he, the said complainant, had an arrangement with Bassil W. 10 Wilson, one of the defendants herein named, who lived in Virginia, to gather oysters and ship them to New York to him, the said complainant; and these defendants admit that said Elisha Ruckman with said Bassil W. Wilson, did rent a tract of land about the year one thousand eight hundred and fifty-three, lying on the west side of the Nansemond river, in the county of Nansemond, and State of Virginia, containing about one hundred and sixty-seven acres, for the purpose of planting and gathering oysters on said land, and that the said Bassil W. Wilson did propose to said complainant to buy the said 20 tract of land.

And this defendant, Bassil W. Wilson, further answering for himself, says, that he did propose to said complainant to join with him in purchasing the said tract as aforesaid; that about the year eighteen hundred and fifty-three, the said Elisha Ruckman, complainant, made an agreement with this defendant, to join with him in gathering and shipping oysters from the Nansemond river, in Virginia, to New York, and that said defendant's labor and skill should be considered as equal to the said complainant's capital invested in the said 30 business, for the purpose of carrying on the same, and that the profits arising therefrom, should be equally divided between them, the said Elisha Ruckman and Bassil W. Wilson; that the business was carried on for about three years, or until the year eighteen hundred and fifty-six, during all which time, said Elisha Ruckman, who remained in the city of New York, received and sold all the oysters which this defendant, Bassil W. Wilson, sent to him, and kept all the proceeds arising from the sale of said oysters, and did not pay as he had

agreed to do, the one-half share of the profits arising from said sales to this defendant, one-half of which profits, or the share belonging to this defendant, amounted to upwards of three thousand dollars, in September, eighteen hundred and fifty-six; that about this time, this defendant agreed with said Elisha Ruckman, to purchase the tract of land aforesaid, for the purpose of planting and gathering oysters on the Nansemond river shore of said tract; that said Elisha Ruckman forwarded to this defendant, the sum of two thousand five
10 hundred dollars on account, two thousand four hundred dollars of which amount this defendant paid to Henry Phillips, the grantor of said land, and kept the balance as his own.

And this defendant, further answering for himself, denies that it was ever agreed between him and said Elisha Ruckman that this defendant should ever repay to him, said Elisha Ruckman, one-half, or any part of the said two thousand five hundred dollars, sent as aforesaid; and also denies that it was ever agreed, in any manner or form of words or writing, that this defendant, Bassil W. Wilson, should give or execute a
20 deed unto said Elisha Ruckman, for the one-half, or any part, of said tract of land; and denies that the said Elisha Ruckman and this defendant ever agreed to hold the same together, as tenants in common, or by any other tenancy; and denies that by any promise or agreement on the part of this defendant, that the said Elisha Ruckman should hold, as sole tenant or otherwise, any part, or the whole, of said tract of land.

And this defendant, further answering, says, that the whole of the two thousand five hundred dollars, sent as aforesaid, by said Elisha Ruckman to this defendant, of right belonged to
30 him, as his just share of the profits of the business aforesaid.

And this defendant, further answering, says, that at the time of, or shortly after, the purchase of said tract of land, this defendant proposed to said Elisha Ruckman that he should hold one-half of said tract of land by deed, inasmuch as he, said Elisha Ruckman, shared the profits of the land, the most valuable part of which was the Nansemond river shore of said tract, and this defendant expected and hoped that said Elisha Ruckman would receive one-half of said tract of land, and pay one-half of the consideration money; yet he refused, in a
40 paper writing under his hand—which said paper writing is

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now lost—directed to this defendant, to take one-half of said tract of land by deed; and the said Elisha Ruckman proposed, in said paper writing, that as this defendant then lived on the the said tract of land, in Virginia, as aforesaid, he should keep the title to the same in himself, the said Bassil W. Wilson; and the said Elisha Ruckman furthermore, in said paper writing directed to this defendant, stated that he, said Elisha Ruckman, had money enough in his hands, on account, in this defendant's favor, or due to this defendant on account of said business, to make him, said Elisha Ruckman, safe; and furthermore, said Elisha Ruckman, in said paper writing, stated— all of which this defendant distinctly remembers—that in the matter of the unsettled accounts then subsisting between said Elisha Ruckman and this defendant, he, said Elisha Ruckman, was willing to charge the price paid for said tract of land against the credit of this defendant. 10

And this defendant, Bassil W. Wilson, further answering for himself, admits that he did purchase said tract of land, and receive the same by deed of one Henry Phillips, and paid for the same the sum of two thousand four hundred dollars, and not the sum of two thousand five hundred dollars, as erroneously stated in the complainant's bill of complaint. 20

And this defendant denies that the whole, or any part, of the said purchase money was furnished by the said Elisha Ruckman, and says that the whole of said purchase money was furnished and paid to said Henry Phillips by this defendant.

And this defendant, further answering for himself, denies that he ever certified, promised or acknowledged, or in any way admitted, in any paper writing, that said Elisha Ruckman was entitled to a deed for one-half, or any part, or the whole of said land, and denies that he ever made any writing in which he in any way acknowledged the said complainant's right or title to any part of said land, and denies that he ever, in any paper writing, acknowledged that said Elisha Ruckman had paid one-half of the consideration money for said tract of land, and denies that this defendant promised with his wife to give a deed at any time said Elisha Ruckman should call for the same, of the whole or any part of said tract of land, unless said complainant refers to the proposal of this defendant to 40

give a deed for one half of said tract if the said complainant would pay one-half of the amount that this defendant had paid for the same, and this proposal he admits he made in the year eighteen hundred and fifty-six.

And these defendants, Bassil W. Wilson and Robert Wilson, further answering, admit that about the month of May, in the year eighteen hundred and sixty-five, the said Bassil W. Wilson conveyed said lands to Robert Wilson by deed, and that said Robert Wilson now claims to be the lawful
10 owner thereof. And these defendants expressly deny that the said conveyance was made without any consideration having been paid by the said Robert Wilson to said Bassil W. Wilson.

And this defendant, Robert Wilson, further answering for himself, says, that he expressly denies that any notice whatever, either written or verbal, was at any time given to him of any claims of title or otherwise of said Elisha Ruckman to said land; and denies that any notice, either verbal or written, was ever given to said defendant that said Elisha Ruck-
20 man had paid money as purchase money or otherwise for said land or had any equitable rights in said property on account of any business accounts with said Bassil W. Wilson or others, or by moneys due and owing to him from said Bassil W. Wilson, or that he, said Elisha Ruckman, had in any other way paid a part or the whole of the purchase money for the said land in Virginia.

And this defendant expressly denies that any notice whatever was given at any time that said Elisha Ruckman claimed to be entitled to have the said land conveyed to him.

30 And these defendants, Bassil W. Wilson and Robert Wilson, further answering, say, that the consideration paid by said Robert Wilson to said Bassil W. Wilson for said tract of land amounted to upwards of two thousand two hundred dollars, the same being the principal and interest thereon which was placed in the hands of said Bassil W. Wilson by Monemia M. Wilson, the grandmother of said Robert Wilson, the same to be kept by him, said Bassil W. Wilson, until the said Robert Wilson should become of full age.

And this defendant, Robert Wilson, further answering for himself, says, that he is not temporarily residing in Jersey

City, but that he has resided in this city for six years past and still continues to reside here and has no intention of going out of the State of New Jersey to remain or reside in any other state or country; that he is employed by the Dodd's Express on the New Jersey Railroad, and resides at present at No. 141 Washington street, Jersey City, where he expects to continue to reside.

And this defendant, Bassil W. Wilson, further answering for himself, saith, that he is at present a resident of Nansemond county, in the State of Virginia. 10

And this defendant, Bassil W. Wilson, further answering, says, that he admits that the said Elisha Ruckman, from the first day of September, eighteen hundred and fifty, and until September, eighteen hundred and fifty-two, did send to this defendant sums of money at different times for expenses in buying and planting oysters and shipping the same to New York.

And this defendant, further answering, says, that all the sums of money received as aforesaid from the said complainant were expended in the manner and for such purposes in said business of planting and shipping oysters as the said Elisha Ruckman directed they should be, and that this defendant did not keep for his own private use any of said sums of money, but expended them all as aforesaid. 20

And this defendant, further answering, says, that he expressly denies that any statement or settlement of accounts was ever made with said Elisha Ruckman and this defendant, of the partnership transactions between them, on the tenth day of September, in the year eighteen hundred and fifty-two, or at any other time, and this defendant denies that he owed to said Elisha Ruckman any money whatever, at the time aforesaid. 30

And this defendant denies, that the said Elisha Ruckman, in the year eighteen hundred and fifty-four, advanced to him the sum of twenty-three thousand one hundred and twenty-eight dollars, and also denies that in the same year said Elisha Ruckman sent the further sum of ten thousand one hundred and thirty-two dollars and thirty-four cents, and expressly denies that any statement of accounts and settlement was made of the said partnership transaction, in the year eighteen 40

hundred and fifty-four, and denies that he then owed said complainant the sum of one thousand eight hundred and eighty-four dollars and fifty-five cents, or any sum of money whatever.

And this defendant denies, that any settlement was made between him and said Elisha Ruckman, by which in any way the said farm, or any part thereof, was considered as a partnership asset, or was in any manner considered as wholly or partly belonging to said complainant.

10 And this defendant, Bassil W. Wilson, further answering, admits, that from the year eighteen hundred and fifty-four up to the present time, no settlement has been had between this defendant and said Elisha Ruckman.

And this defendant, further answering, saith, that during the partnership transactions from the year eighteen hundred and fifty-one to the year eighteen hundred and fifty-seven, no statement of accounts was ever made, no settlement of the partnership transaction had, between this defendant and said Elisha Ruckman; and furthermore, this defendant saith, that
20 he frequently, during the period last above mentioned, applied to said complainant for a statement and settlement of the partnership transactions, and that the said complainant failed to comply with the said proposal of this defendant, or to answer in any way his application; that this defendant frequently applied to said Elisha Ruckman for moneys which were due and owing to this defendant, as his share of the profits arising from said sales of the oysters aforesaid, yet the said complainant neglected and refused to send the money so
30 as aforesaid applied for; that at and during the latter part of this period, that is to say, from the year eighteen hundred and fifty-four until the year eighteen hundred and fifty-seven, this defendant frequently applied to said complainant to send to him one-half of the purchase money which this defendant had paid for the farm, and to take for such one half of the purchase money a deed for one-half of said farm; and this defendant saith, that said Elisha Ruckman failed to comply with such request.

And this defendant, Bassil W. Wilson, further answering, admits, that in the spring of the year eighteen hundred and
40 fifty-seven, he ceased shipping oysters to said complainant;

and further answering, says, that at the time he ceased sending oysters to said complainant, the beds or land under water, on which said oysters had been planted, had all been cleaned up, and all the oysters gathered therefrom and shipped to said Elisha Ruckman.

And this defendant denies that in the year eighteen hundred and fifty-seven, or at any time before or since said year and date, that he owed to said complainant a sum of money larger than that paid for the said farm, and expressly denies that during all the time of the partnership transactions, and since, this defendant was a debtor to a larger amount of money, more than sufficient to pay for said farm, until said farm was paid for out of the money forwarded as aforesaid, by said complainant, and which was justly due and owing unto this defendant. 10

And this defendant, further answering, expressly denies that at the time he ceased shipping oysters to said Elisha Ruckman, in the year eighteen hundred and fifty-seven, that there still was planted on the shore, or any part of said farm, or in any part of a farm, in the State of Virginia, belonging to said complainant, and occupied by this defendant, a large quantity of oysters, amounting to upwards of forty thousand dollars' worth; and says that at the time this defendant ceased shipping oysters to said complainant, the said farm, or shore of said farm, had been cleaned up, the meaning of which term is that all the oysters had been gathered off said beds, and which said oysters had been shipped to said complainant. 20

And this defendant, Bassil W. Wilson, further answering for himself, denies that since the year eighteen hundred and fifty-seven, up to the rebellion, which commenced in the year eighteen hundred and sixty-one, he gathered and shipped oysters to the amount of forty thousand dollars' worth, and denies that he has shipped any oysters whatever, during that period, or sold any on the said grounds. 30

And this defendant, further answering, saith, that since the year eighteen hundred and sixty-seven, he has not gathered, shipped, nor sold, any oysters whatever which grew from the planting of said oysters, while said Elisha Ruckman and this defendant were engaged in said partnership transaction.

And this defendant, Bassil W. Wilson, further answering, 40

admits that said complainant has applied to him to come to an account of said partnership transactions, and to execute to said Elisha Ruckman a deed for said tract of land, or one-half of the same.

And this defendant, further answering, says, that although he continued in said business of gathering and shipping oysters for and to said Elisha Ruckman until the year eighteen hundred and fifty-seven, yet said Elisha Ruckman did not during all that time, apply to said defendant for any statement or settlement of account of said partnership transactions, nor in any way claim a deed for one part or for the whole of said tract of land; and this defendant expressly denies that any demand or application for settlement, or for a deed as aforesaid, was ever made by said Elisha Ruckman, until the year eighteen hundred and sixty-five.

And this defendant, further answering, says, that during all the time he was engaged in said oyster business, with said Elisha Ruckman, from the year eighteen hundred and fifty-three to the year eighteen hundred and fifty-eight, said complainant did not pay to this defendant in money or otherwise, upwards of five hundred dollars, besides the two thousand five hundred dollars forwarded, as aforesaid, in the year eighteen hundred and fifty-six.

And these defendants, Bassil W. Wilson and Robert Wilson, expressly deny that they combined and confederated together, or with others, in any way, or by any device or agreement, to wrong and injure said Elisha Ruckman, and deny that at the time of the execution of the deed from Bassil W. Wilson to Robert Wilson for the farm aforesaid, that said Robert Wilson was an infant, he being at that time of the age of twenty-six years.

And these defendants say, that the said Robert Wilson did give unto the said Bassil W. Wilson, who was the father of said Robert, a full and ample consideration, amounting to upwards of two thousand two hundred dollars, the same being principal and interest of the sum of one thousand dollars placed in the hands of said Bassil W. Wilson, about the year eighteen hundred and forty-six, by Monemia M. Wilson, the mother of said Bassil W. Wilson, and grandmother of said

Robert Wilson, to be held and kept in trust with the interest accruing, until said Robert Wilson should become of full age.

And this defendant, Robert Wilson, further answering for himself, distinctly denies that he knew or believed that said Elisha Ruckman had furnished the whole or any part of the said purchase money paid for said tract of land, and he denies that he knew or believed that said tract of land belonged in equity and good conscience to said Elisha Ruckman; and this defendant denies that he knew or believed that said Elisha Ruckman was entitled to have the said tract of land 10 conveyed to him, and also expressly denies that he bought said land and took said deed with notice of indebtedness of Bassil W. Wilson to said Elisha Ruckman, and denies that it was in any way made known to this defendant that said Elisha Ruckman had any claims in equity or otherwise against said Bassil W. Wilson, or the said farm conveyed to him as aforesaid.

And this defendant, Bassil W. Wilson, being further interrogated thereto, and answering for himself, says that he did purchase said farm hereinbefore mentioned of said Henry 20 Phillips, in the year eighteen hundred and fifty-seven, and paid for the same the sum of two thousand four hundred dollars.

And this defendant further says, that he denies that said complainant furnished or advanced the money paid for said farm, and says that the money paid for said farm belonged to this defendant.

And this defendant expressly denies that he ever signed a paper certifying, or in any way promising, that the said Elisha Ruckman was entitled to a deed or had any claim to 30 or for one-half or any part of said tract of land.

And this defendant, further answering, admits that he refuses to convey said lands, or any part thereof, to said Elisha Ruckman, because he has no reason for so doing, the said Elisha Ruckman never having paid any consideration for said farm, and because this defendant does not hold the same in fee, and cannot, therefore, make a deed of the same.

And these defendants, Bassil W. Wilson and Robert Wilson, further answering for themselves, say that the said conveyance of said land was not made for the purpose of defeat- 40

ing the claims of said complainant to the same, nor to prevent said complainant from obtaining said land.

And these defendants say, that the said Robert Wilson did pay to said Bassil W. Wilson a consideration for said farm, and say that a large sum of money, to wit, upwards of two thousand dollars, was due and owing from said Bassil W. Wilson to said Robert Wilson, and that this amount was the price paid for said farm in the year eighteen hundred and sixty-five.

- 10 And this defendant, Robert Wilson, expressly denies, that he knew when he purchased said farm, that said Elisha Ruckman has furnished the purchase money for the same, and was entitled to a conveyance of the same.

And these defendants, Bassil W. Wilson and Robert Wilson, further answering, say, that the following is the only and most particular description that they can give of said tract of land, viz. : " All that piece or parcel of land, known as The Tyeluff Land, containing one hundred and sixty-five acres, more or less, lying on Nansemond river, and bounded by the
20 lands of the Misses Wilkinson on the north, the said river on the east, Washington L. Joyce on the south, and the lands of John Halliday on the west."

And this defendant, Bassil W. Wilson, further answering for himself, says, that he has no books of account of the exact amount of money received from said Elisha Ruckman, nor has he any account of the amount of oysters shipped by this defendant to said complainant, the said complainant having kept and sold said oysters, without giving any account to this defendant of the price for which they were sold, and having
30 sent only sufficient money to this defendant to pay the necessary expenses of said business, all of which money this defendant paid out in manner as said complainant directed it should be paid.

And this defendant further says, that all the oysters which were planted with said complainant's money were gathered and sent to him at the city of New York, and that this defendant did not gather and send from off said lands any oysters which were in any way the product of the seed of the planting of the same, during the said partnership transactions,
40 and furnished with said complainant's money.

And these defendants, Bassil W. Wilson and Robert Wilson, say, that the said complainant has no just claim whatever to said lands, nor to any part thereof, and that he, the said Robert Wilson, ought not to be decreed to execute and deliver a deed of conveyance for said lands unto said complainant.

And this defendant, Bassil W. Wilson, says, that he ought not to be compelled to pay unto said complainant any money whatever, and that none is due him from this defendant on any account of partnership, or other transactions between them. 10

And these defendants deny all and all manner of unlawful combination and confederacy wherewith they are by the said bill charged; without this, that there is any other matter, cause, or thing, in the said complainant's said bill of complaint contained, material or necessary for these defendants to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed and avoided or denied, is true, to the knowledge or belief of these defendants; all which matters and things these defendants are ready and willing to aver, maintain, and prove, as this honorable court shall 2) direct, and humbly pray to be hence dismissed, with their reasonable costs and charges in this behalf most wrongfully sustained.

ALBERT S. CLOKE,

Solicitor for and of Counsel with the Defendants.

New Jersey, ss.—Bassil W. Wilson, of full age, being duly sworn, on his oath saith, that he is one of the defendants named in the above answer, and that the matters and things therein set forth, so far as they relate to his own acts and deeds, are true, and so far as they relate to the acts and deeds 30 of others, he believes them to be true.

B. W. WILSON.

Sworn and subscribed before me, this 11th day of May, A.
D. 1867.

JOHN R. KILBY,

*Notary Public, Nansemond County, Virginia,
And commissioned by the Court of Chancery of
the State of New Jersey, to take the oath of
Bassil W. Wilson, one of the defendants in the
above answer.*

New Jersey, ss.—Robert Wilson, of full age, being duly sworn, on his oath saith, that he is one of the defendants in the above answer, that the matters and things therein set forth, so far as they relate to his own acts and deeds, are true, and so far as they relate to the acts and deeds of others, he believes them to be true.

R. L. WILSON.

Sworn and subscribed, before me, this 2d day of May, A. D. 1867, at Jersey City, N. J.

10

LUTHER S. ELMER, *M. C.*

Replication to Amended Answer.

[Filed July 8, 1867.]

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

S. B. RANSOM,

Solicitor for and of counsel with the complainant.

Depositions.

Whereupon the examination was adjourned to Friday, August 16th, 1867, at ten o'clock A. M., at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

William Decker, a witness produced on the part of the complainant, being duly sworn, deposes and says—

Q. Where do you reside, and what is your age and business?

A. In Hoboken, New Jersey; I think I am forty-six years 10 of age, and am an oyster dealer.

Q. Do you know Elisha Ruckman, the complainant, and Bassil W. Wilson and Robert Wilson, the defendants?

A. Yes, sir.

Q. How long have you known them?

A. I suppose I have known Mr. Ruckman for twenty or twenty-five years; perhaps longer.

Q. How long have you known Mr. Wilson?

A. Ten or fifteen years, or perhaps longer.

Q. In what business has Mr. Ruckman been engaged during the last fifteen years?

A. Principally in the oyster business.

Q. Has Mr. Wilson been engaged in that business also?

A. Yes, sir; that is the oyster business.

Q. Was he and Mr. Ruckman engaged together in that business?

A. I have understood they were partners; I supposed they were.

Q. When did you first hear they were partners together?

A. It must have been ten or fifteen years ago; perhaps 30 twenty.

Q. Have you ever been in Virginia, on the Nansemond river, where they got their oysters?

A. No, sir, I never was there.

Q. Did Mr. Wilson live down in Virginia?

A. Yes, sir.

Q. When did Mr. Wilson first commence shipping oysters to you?

A. I should think it was in the neighborhood of twelve or fifteen years ago; I have books that will show.

Q. Have you any idea of the quantity of oysters Mr. Wilson has shipped to you from the Nansemond river since 1853?

A. Oysters were shipped to the firm B. & W. Decker that
10 belonged to the firm; there was, before the first shipment, some oysters sent to me direct; them oysters, I understood, belonged to Mr. Wilson and Mr. Ruckman.

Q. When was those shipped to you?

A. I should think along in 1858; I won't be positive.

Q. About how many oysters belonging to Mr. Ruckman and Mr. Wilson were shipped to you about that time?

A. For that I will have to refer to my books.

Q. Who shipped them to you?

A. I suppose they came direct from Mr. Wilson.

20 Q. Did you sell them?

A. Yes, sir.

Q. With whom did you account for the proceeds?

A. Mr. Wilson—that is, as far as I was concerned; my
brother and Mr. Ruckman may have made a different arrangement that I know nothing about; I think Mr. Ruckman received some benefit from the sale.

Q. Do you know why Mr. Wilson shipped these oysters to you instead of Mr. Ruckman?

A. I do not no more than they were sent me by Mr. Wil-
30 son to sell; I supposed the oysters belonged to Mr. Wilson; I sold them and did the best I could with them and turned the money over to Mr. Wilson; I suppose Mr. Ruckman received some benefit from the sale.

Q. What makes you suppose Mr. Ruckman received some benefit from the sale?

A. By his conversation with my brother in his place of
business; I never saw him draw any money on that account, but I suppose so.

40 Q. What made you suppose, when you received these oysters, that they belonged wholly to Mr. Wilson?

A. Because they were shipped to me direct to sell by Mr. Wilson; I did not suppose Mr. Ruckman had anything to do with the oysters; if I had, I would not have anything to do with them; but I understood some time afterwards, that they belonged partly to Mr. Ruckman; I think I had a conversation with Mr. Ruckman myself on the dock about the oysters; I think it was about the last shipment.

Q. Did not Mr. Wilson subsequently inform you that Mr. Ruckman was interested in those oysters?

A. Not to my recollection; I don't think I ever had any 10 conversation with him further than he sent the oysters to me to sell, and I sold them; he never informed me who they belonged to, but I understood afterwards that they belonged partly to Mr. Ruckman.

Q. How many had you sold when Mr. Ruckman first informed you, or you first heard that he had an interest in them?

A. That I can't say, positively.

Q. How many cargoes were they of that lot?

A. For that I will have to refer to my books. 20

Q. Did not Captain Mott's vessel, the Florida, bring one cargo, and the schooner Two Brothers, Captain Macready, bring three cargoes, making four altogether?

A. I think Captain Mott brought one cargo, and the Two Brothers brought some; I can't say how many.

Q. Did Mr. Wilson come on here to get his money for these oysters, or did you remit it to him?

A. I think it was remitted to him.

Q. How much money did you pay him on account of these oysters? 30

A. For that I will have to refer to my books.

Q. Did you remit to him all the moneys you received for the oysters, except your commissions?

A. For that I will have to refer to my books.

Q. Will your books show how these oysters were accounted for, and how much money was paid, and to whom paid?

A. I think they will.

Q. Will you ascertain that fact from your books, and furnish us with the information?

A. I will.

Q. Had Mr. Wilson been shipping oysters to you before he sent you these in 1858?

A. About the date I am not positive, but these were the first oysters I received from him.

Q. Since he shipped you these oysters, has he continued shipping oysters to you?

A. Well, he has, more or less; yes, sir; that is, through another concern; different parties.

Q. What other concern or other parties?

10 *A.* B. & W. Decker.

Q. That is your brother and yourself?

A. Yes, sir.

Q. Up to what time did these shipments continue?

A. For that I will have to refer to my books.

Q. Did they continue up to last winter?

A. Well, more or less; the shipments were suspended during the war.

Q. From what place in Virginia were these last mentioned oysters shipped to you?

20 *A.* From the James and Nansemond rivers?

Q. Had you oyster beds in the James river?

A. No beds; the oysters were shipped from the James and the Nansemond rivers before the war.

Q. Had you oysters planted in the Nansemond river?

A. Yes, sir.

Q. Who planted them for you?

A. It was supposed Mr. Wilson was the head man; we employed him.

30 *Q.* Did you own land on the Nansemond on which you had them planted?

A. No, sir.

Q. Did you rent land to plant them upon?

A. Not to my knowledge.

Q. How did you get a right to plant, if you neither bought nor rented land?

A. From Mr. Wilson; it was supposed that he had the right; we furnished him the means and stock.

Q. Did he plant them on the same grounds that he and Mr. Ruckman had planted them on before?

A. That I can't say, where he put them or where he planted them.

Q. Did he not plant them upon the front of the farm upon which he lives?

A. That I can't say positive, but I think he did.

Q. What was your agreement with Mr. Wilson about planting these oysters, and when was it made?

A. For that I will have to refer to my books; we had no agreement; we furnished the means and stock, but when he wanted money, he drew on us for it; we never had a final 10 settlement.

Q. How were the profits to be divided between you?

A. Well, that I can't say, because we had no agreement with him, but I suppose equally.

Q. Was this agreement made before or after you received those oysters in which you thought Mr. Ruckman had an interest? Do you remember sending Mr. Wilson, in September, 1859, \$500 in money?

A. For that I will have to refer to my books; my brother remitted him the money he drew. 20

Q. [Being shown *Exhibit C 2*, witness is asked]—Is that Mr. Wilson's handwriting?

A. Yes, sir.

Q. I see in that letter he says, "I have got \$500 from Ben Decker," are you satisfied that your brother sent him that money?

A. Yes, sir.

Q. This letter is dated September 5th, 1859; was your agreement with him to plant oysters for you before or after that date? 30

A. For that I will have to refer to my books; I can't recollect.

Q. Did not Mr. Wilson tell you when he made the arrangement with you, that he would plant the oysters upon the front of the farm on which he lived?

A. Not to my knowledge; I don't think I had any conversation with him where he was to plant the oysters; we furnished the money, and he planted them where he saw fit.

Q. Did you hear of a dissolution of the partnership between Wilson and Ruckman, and if so, when? 40

A. I heard a rumor to that effect; I can't state the date, or where.

Q. Of whom did you hear that rumor?

A. It was merely the conversation between the oystermen; I can't state where, or by whom.

Q. Was it before or after your arrangement with Mr. Wilson to plant oysters for you?

A. It was before and after.

Q. Did you ever inquire of Mr. Ruckman or Mr. Wilson
10 whether it was true or not?

A. No, sir.

Q. Will you look at this paper—[being shown *Exhibit C*
11]; in whose handwriting is that paper?

A. I should think that was Mr. Wilson's signature.

Q. [Being shown *Exhibit C* 12, witness is asked]—In whose handwriting is that paper?

A. I should take that to be Mr. Wilson's; it is his signature.

Q. Don't you know that Mr. Wilson got some of the oysters
20 after this lot in which Mr. Ruckman, had an interest from the beds he and Mr. Ruckman planted?

A. Not to my knowledge.

Q. If he did, will your books show that fact?

A. I think they will, but I am almost positive that after we got through with him we received no other oysters but our own.

Q. How do you know that fact, if you were not down there?

A. By Mr. Wilson and other parties who tended to our
30 business there for us.

Q. What other parties tended to your business there for you?

A. A gentleman named Jacob Decker and another named Peter Metzger.

Q. When did Jacob Decker first go down there?

A. That I can't say positive.

Q. Was he down there at all before the war for you?

A. Yes, sir, for us.

Q. If these oysters were planted upon the same ground

that Mr. Ruckman's were planted, wouldn't they necessarily get mixed?

A. It is according to how clean they get the ground; I have known them to clean the ground so that there could not be an oyster caught.

Q. If the ground is not clean, wouldn't they necessarily get mixed?

A. Yes, sir, I should think they would.

Q. Did not Mr. Wilson advise you of his shipments by letter, in all cases? 10

A. Not to my knowledge; he might have made a shipment and not advised us; he usually did, but not in all cases.

Q. Can you find those letters without much trouble?

A. I think I could find some of them.

And being cross-examined, he says—

Q. Why would you not have had anything to do with the oysters if you had known Mr. Ruckman had anything to do with them?

A. Because I suppose Mr. Ruckman was capable of selling his own oysters; he always tended to that, and I should have consulted him before I took charge of it. 20

Q. Did you then continue to sell oysters shipped by Mr. Wilson after you knew that Mr. Ruckman had a share in them?

A. I think I did.

Q. Did Mr. Ruckman know that you remitted money to Mr. Wilson?

A. I think he did.

Q. Did Mr. Ruckman receive any money from the sales?

A. For that I must refer to the books. 30

Q. Does your business still continue with Mr. Wilson?

A. No, sir.

Q. When did you quit?

A. I think it was last year—this last spring.

Q. Will it continue again after the season opens?

A. I don't think it will, sir.

Direct examination resumed—

Q. Have you had any dissolution of partnership with Mr. Wilson?

A. Not lawfully.

Q. Have you in any other way?

A. Merely by word of mouth; we want to try and get a settlement before a dissolution; we can't get him to settle.

Q. Do you owe him any money on that transaction?

A. I think he is owing us; I think there is a little balance in our favor.

Q. Have you any oysters remaining on the beds?

A. That I can't say; I suppose there ought to be some left.

10 Q. Why did you continue to sell oysters after you learned Mr. Ruckman had an interest in them?

A. By the advice of Mr. Ruckman.

Q. Did you pay to him the money received after you learned that fact?

A. For that I shall have to refer to the books.

Q. Did Mr. Ruckman know that you remitted money to Mr. Wilson before it was actually remitted?

A. I think he did, sir.

20 Q. Had you any dealings with Mr. Wilson before you received those four cargoes of oysters, or was that your first dealings with him?

A. That was my first dealings with him.

Q. What makes you think that Mr. Ruckman knew that you was going to remit money to Mr. Wilson?

A. By the conversation he had with my brother in my presence.

Q. What was the conversation with your brother to which you refer?

30 A. I think it was in regard to a remittance of money to Mr. Wilson; my brother can explain it better than I can.

WILLIAM DECKER.

Subscribed and sworn to, this 16th day of August, A. D. 1867, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Whereupon the examination was adjourned to Tuesday, August 20th, 1867, at two o'clock P. M., at the same place, at which time and place the examination was resumed in the presence of the counsel of the respective parties.

Benjamin Decker, a witness produced on the part of the complainant, being duly sworn, deposes and says—

Q. Where do you reside, and what is your occupation ?

A. I am in the oyster business, and live in Fairmount avenue, town of Bergen, New Jersey.

Q. Do you know Mr. Elisha Ruckman, the complainant ; and how long have you known him ?

A. I have some acquaintance with him ; have known him thirty years or more.

Q. Do you know Bassil W. Wilson, the defendant ; and 10 how long have you known him ?

A. I am acquainted with him ; have known him twelve or thirteen years, I guess.

Q. When did you first know of Mr. Ruckman and Mr. Wilson being in partnership in the oyster business ?

A. Along about that time or a little before, I became acquainted with Mr. Wilson.

Q. Where did Mr. Wilson live when you were first acquainted with him ?

A. Lived in Virginia. 20

Q. What part of Virginia ?

A. I believe it is Nansemond county, on the Nansemond river.

Q. Did you understand what the arrangement was between him and Mr. Ruckman ?

A. No, sir ; I never knew anything about their arrangements, except that they were partners planting oysters together in Virginia.

Q. Did Mr. Wilson have possession of a farm there upon which he planted oysters ? 30

A. I suppose he did ; he lived on the river upon the farm.

Q. Didn't Mr. Wilson and Mr. Ruckman both tell you what the terms of their agreement were ?

A. No, sir ; I never knew.

Q. Did either of them ever tell you that they dissolved their partnership ?

A. I think Wilson told me so.

Q. When ?

A. I think it was in 1855.

Q. Did you inquire of Mr. Ruckman about it ? 40

- A. No, sir ; I don't think I did.
- Q. When did Mr. Wilson first ship oysters to your firm ?
- A. I believe it was in the last of 1855 or the first of 1856.
- Q. Where did he ship them from ?
- A. Shipped them from Nansemond.
- Q. Did you sell them for him ?
- A. No, sir.
- Q. What did you do with them ?
- A. Sold them for ourselves.
- 10 Q. Did you buy them of him ?
- A. No, sir ; did not buy them.
- Q. How came he to ship them to you ?
- A. Because they belonged to us.
- Q. How came he in possession of your oysters ?
- A. We gave him the money to buy them for us.
- Q. During the season of 1855 and 1856, how much money did you give him to buy oysters with for you ?
- A. I think it was between four thousand and five thousand dollars.
- 20 Q. Do you know of whom he bought those oysters ?
- A. That I couldn't tell you.
- Q. Did he not gather them from the beds in front of the farm on which he lived ?
- A. I don't know, sir ; I couldn't tell you ; I wasn't there when they took them up.
- Q. Did you send him this money to buy and ship you oysters, or to buy and plant oysters ?
- A. To buy and plant and ship them when they were fit.
- Q. How long before he shipped you the oysters did you
- 30 send him the money ?
- A. Eight months.
- Q. Did you inform Mr. Ruckman that Mr. Wilson was planting oysters for you there ?
- A. Not that I know of.
- Q. At the time you sent him the money to plant you oysters, did you not know that he and Mr. Ruckman were partners ?
- A. I knew they had been previous to that ; I did not know they were then partners.

Q. Did you know that they were not partners at the time you sent him the money?

A. No more than what Wilson told me, that he wasn't going to have anything more to do with Mr. Ruckman.

Q. Why didn't you inquire of Mr. Ruckman about his being still a partner before sending your money to Mr. Wilson?

A. Well, I don't know why I didn't; I didn't inquire of him; I didn't think it was necessary at the time.

Q. At the time you sent your money to Wilson to buy and plant oysters for you, was not Mr. Ruckman engaged in selling oysters near by your place, and did you not see him almost every day?

A. Yes, I think I did; that is, he was engaged in selling oysters; I saw him pretty much every day.

Q. What was the arrangement which you made with Mr. Wilson in the summer of 1855 about shipping you oysters?

A. I was to send the money and he was to plant the oysters and send them on to me to sell; the first cost and the expense of the oysters was to come out of the proceeds, and the profits to be equally divided.

Q. When did you receive the first shipment of oysters from Mr. Wilson under this arrangement?

A. I think it was the last of December, 1855, or the first of January, 1856.

Q. How many oysters did he ship you that season?

A. That I can't tell you; I have not got the accounts with me.

Q. Did you not keep an account of those oysters?

A. Yes, sir, I did at the time.

Q. What has become of that account?

A. It might possibly be safe or it might be lost; they were kept on loose pieces of paper rolled up, each year's work by itself; some of them were burnt up.

Q. Did you make no entry of the amounts in any books?

A. No, sir.

Q. Did you make any entry in any book of the money you sent Wilson?

A. Yes, sir.

Q. In what book?

30

40

- A. In a small memorandum book.
- Q. Where is that book now?
- A. Got it in my pocket.
- Q. Did you keep any account of the money received by you from the oysters he shipped you during that season of 1855 and 1856?
- A. Yes, sir; the amount was kept on the papers that were rolled up.
- Q. Did you make any entry of that amount in any book?
- 10 A. No, sir.
- Q. Did you ever settle with Wilson for the oysters shipped you that season?
- A. Well, I don't know how to answer that; there was a running account; we never had a settlement with him, and can't get one.
- Q. Are you prepared to make a settlement with him?
- A. Yes, sir.
- Q. How can you make a settlement with him if you have no account of the money received for the oysters?
- 20 A. The accounts were balanced up on those lists and carried from one to the other.
- Q. Have you any statement which shows how much money you have received in the aggregate from the oysters he has shipped to you?
- A. Well, I have a balance up to such a time.
- Q. How was that balance made?
- A. It was by taking from the moneys received the moneys we had advanced.
- Q. Where is that balance contained?
- 30 A. I think it is in my book, and I have it on a piece of paper, and I believe it is on the ledger over to the vessel.
- Q. Did you, at any time, keep a regular set of books, a day book and ledger?
- A. Part of the time I have, and part I have not.
- Q. Did you, in making your statements of your transactions with him, take the amount of money received by you from oysters shipped to you by him during any one season, and deduct from that amount the moneys you had advanced to him previously, and make a memorandum of the
- 40 balance?

A. It was from reductions of all our transactions.

Q. This balance which you made up, was it the amount of net profits of the transactions?

A. No, sir; it was losses of the transactions.

Q. Was your dealing with him a losing transaction?

A. If he don't give me a satisfactory settlement it will be.

Q. Did the oysters which you sold not sell for enough to re-imburse you for your advances to Wilson?

A. I will explain the matter; I suppose there is money enough to pay me that I have received, but what oysters he has sold that belonged to us and hasn't accounted for, would bring him in debt.

Q. Have you not received for the oysters which you have sold more money than you have advanced to Wilson?

A. What I have received might be a little over.

Q. Can you tell us about how many cargoes of oysters were consigned to you by Wilson in the winter of 1855 and 1856?

A. Positively, I don't know; I think it is four or five.

Q. About how much would they sell for, on an average?

A. It is so long ago, I can't tell how large the boats were; it depends on the size of the boats; sometimes we have small boats and sometimes quite large.

[Witness here desires to correct his statements regarding dates; the statements made by him of transactions as taking place in the winter of 1855 and 1856, did not take place until one year later.]

Q. When did you send Mr. Wilson the first money?

A. May 31st, 1856.

Q. When did you send him the last that season?

A. December 21st, I paid a bill for him; the last money I sent was December 1st, 1856.

Q. How much money did you advance to Mr. Wilson that season?

A. \$5,720.78; this includes some expenses, but not all; it does not include the charters of the vessels or the expenses of selling; those items are on the lists.

Q. The next season when did you commence sending him

money, and when did you cease, and what was the total amount sent?

A. Commenced sending him January 3d, 1857; last money sent was December 10th, 1857; some money paid as late as December 31st; amount, \$4,669.89; this does not include expense of charters or selling the oysters.

Q. How many oysters did Wilson ship to you in that winter of 1857 and 1858?

A. I can't say positive.

10 Q. Haven't you got the statement of the cargoes sent that winter?

A. No, sir; all the statements I had was on papers, which I rolled up.

Q. Were not those papers rolled up with your other statements of oysters sold that season?

A. No other statements except Wilson's and ours.

Q. Have you no recollection of the number of cargoes sent you that season by Wilson?

A. None positive; no more than four or five, but I won't
20 be positive now.

Q. [Being shown four papers, marked *Exhibits C 14, C 15, C 16, and C 17*, is asked]—What are those papers?

A. A list of oysters sold, supposed to belong to Ruckman and Wilson.

[Said papers are here offered in evidence.]

Q. What are these numbers on the left hand corner of these sheets, 4, 7, 8 and 15?

A. I don't know as I could explain the meaning of the figures, unless they were taken from a score book; they look
30 something like my figures.

Q. Are they not the number of the cargoes sent to you by Wilson?

A. No, sir, I do not think there is any such meaning in them.

Q. How came Wilson to ship Ruckman's and his oysters to you to sell, when Ruckman was in that business himself?

A. I don't know as I could explain that; he sent them to my brother to sell—he sold them—he was the salesman at that time; I had the letter sent to him, but it is lost; it was taken
40 from my desk on the scow a few days after.

Q. Did that letter inform you or your brother that these oysters belonged to Ruckman and Wilson?

A. Yes, sir; it stated that he had some oysters that he wanted him to sell, that belonged to him and Ruckman.

Q. Did you see Mr. Ruckman about it before you sold the oysters?

A. I believe not—not that I know of.

Q. Did Mr. Ruckman know that he had sent you these oysters?

A. I think he did, sir. 10

Q. When and how did he learn it?

A. That I can't tell.

Q. What makes you think he did?

A. When the oysters arrived there, he came down to the boat to see about them.

Q. Hadn't you sold the cargo before he found it out?

A. No, sir; I think they wasn't all out of the vessel when he came to speak about the oysters; but they were selling them out; it was while they were selling the first cargo. 20

Q. What did you do with the proceeds of these four cargoes?

A. There was \$1620.30 went for paying expenses; \$1363.81 drafts drawn by Wilson, that I paid; there was one bill never collected, \$56.60; there was a bill of Mr. Ruckman, who had some oysters out of the vessel, amounting to \$30.46; discount for money on those drafts, \$6.13; Mr. Ruckman, cash, \$300; one more bad debt not collected, \$28.12; a note I gave Mr. Ruckman, \$300 on it; that's all, I believe; the balance is in my hands to pay Mr. Ruckman or Mr. Wilson, whenever they feel disposed to settle, \$53.58. 30

Q. Did you pay Mr. Ruckman \$300 in money, and give him a \$300 note beside, or was the \$300 cash given to take up the note?

A. I gave him \$300 cash at one time, and at another I gave him a note for \$300.

Q. Did not Mr. Ruckman, when he came to see you about the oysters, inform you that the money for these oysters was all to come to him?

A. No, sir. 40

Q. Have not these bad bills been collected since?

A. No, sir.

Q. Hasn't Hedges paid his bill?

A. No, sir.

Q. Isn't he able to pay?

A. That I don't know; I went after him till I was tired; he never paid me, or my brother.

Q. Did you sue him?

A. No, sir; we seldom do in our business.

10 Q. Don't he own real estate in Hoboken?

A. I don't know; he lives there.

Q. What is Hedges' first name?

A. He is called Erastus, I believe.

Q. What is this other bad debt you spoke of, \$28.12?

A. Anthony Salter owes \$7.50; I think that is part of it; he owes another bill of \$7.50; there is another bill of \$15, owed by Mrs Keesly; there is another bill of Foster & Meeher, that has never been paid.

20 Q. [Being shown *Exhibit C 14*, is asked]—How does it happen that Hedges paid some portion of his bill, and not all?

A. I don't know, unless he hadn't money enough to pay it.

Q. Isn't the first bill he got out of that cargo paid?

A. Well, I wouldn't swear it was or it wasn't; it is \$60.

Q. Is not the next item of \$15, marked paid?

A. Yes, sir, I think it is.

Whereupon the examination was adjourned to Friday, August 23d, 1867, at two o'clock p. m., at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

30 Q. Did you keep no other accounts of your payments of these four cargoes of oysters except the figures on the back of *Exhibit C 15*?

A. No, sir.

Q. Are these the only drafts that Wilson drew on you that season?

A. No, sir, they are not the only drafts he drew on us that season; he drew on us on our own account.

Q. How did you distinguish between the drafts he drew on your own account and the drafts he drew on Ruckman and Wilson?

A. He wrote to me that he would draw on the account of Ruckman and Wilson and charge the same to their account.

Q. Did you so charge these drafts to their account?

A. Yes, sir.

Q. Where did you charge it?

A. On these lists.

10

Q. Will you show us on those four lists where the first draft of \$713.81 is charged?

A. This was all drawn up on a paper, the expenses and everything; the amounts and expenses and the loss was all put on this paper.

[Being shown draft dated Norfolk, February 25th, 1858, drawn by B. W. Wilson and Benjamin Decker for \$713.81, is asked]—When was that draft paid by you?

A. It must have been paid five days after; it was accepted February 27th, 1858; it must have been paid on the 7th of 20 March.

Q. What are the figures on the top of the draft?

A. That's the way it came to me.

Q. Do you know what \$700 draft is referred to?

A. I do not.

Q. Did you make no entry of the payment of this draft upon any book?

A. I don't think I did.

Q. Will you look on your book under that date, about the 7th of March, 1858, and tell us if it is charged there?

30

A. It is not.

[Said draft is offered in evidence and marked *Exhibit C 18.*]

[Being shown draft dated April 8th, 1858, drawn by B. W. Wilson on Benjamin Decker at three days' sight, accepted April 10th, 1858, for \$400, is asked]—When did you pay that draft?

A. It must have been paid on the 16th of April, 1858.

[Said draft is offered in evidence and marked *Exhibit C 19.*]

40

Q. Did you make any entry of the payment of that draft?

A. Only what's on this paper; that's all I know of.

Q. In whose handwriting is the word "Ruckman" on the margin of this draft?

A. I don't know, sir; I think it came to me that way; I think Mr. Ruckman saw it before.

Q. Will you look under date of April 16th, 1851, and see if you have any entry of the payment of this draft upon your book?

10 A. No, sir, I have not; I have an entry on April 14th, of cash to Wilson, \$100.

[Being shown a draft dated Norfolk, May 13th, 1858, drawn by B. W. Wilson on Benjamin Decker for \$250 at three days' sight, accepted May 18th, 1858, is asked]—When did you pay that draft?

A. It must have been paid about the 24th of May, 1858.

[Said draft is offered in evidence and marked *Exhibit C 20.*]

Q. Have you any entry of that in any book?

20 A. No, sir.

Q. Why did you charge these three drafts to the account of Ruckman and Wilson, when they were drawn by Wilson alone in his own name, when you were requested in the drafts themselves, to charge them to the account of B. W. Wilson?

A. By Wilson's orders.

Q. How were those orders conveyed to you?

A. By letters.

Q. Will you produce these letters?

30 A. I don't know as I can but one; I believe that is the only one that mentions money and that alludes specially to the \$700 draft.

Q. Was this \$713.81 draft all the money you owed Wilson and Ruckman at the time it was drawn?

A. No, sir; I think not.

Q. Why did he draw for this amount if there was more due?

A. He mentioned in a letter I received before, that Ruckman and himself owed \$700 which he wanted to pay.

40 Q. Have you got that letter?

A. I can't find it; some one else might have it.

[B. W. Wilson's letter to Mr. Decker, dated February 25th, 1858, is offered in evidence and marked *Exhibit C 21.*]

Q. Did he write you what he wanted of the money for the other drafts?

A. Not what he wanted of the money except to charge it to Wilson and Ruckman.

Q. Did you buy any boats, vessels, tongs, or other tools for planting and raising oysters to Mr. Wilson while he was engaged in planting and shipping oysters to you? 10

A. I have got some charges before and after, and about the time he shipped oysters to me, of baskets and tongs.

Q. To what amount before the war?

A. I suppose from \$400 to \$700, maybe not so much as that.

Q. Did you buy any boats for the business?

A. I had one, at the time we sent down to him.

Q. Had you any sloops or schooners engaged in that business?

A. Yes, sir; in planting we had one sloop. 20

Q. Where did you get it.

A. It came from my father; he left it after he died, to me and my brother.

Q. Did you send it on for Wilson to use?

A. Yes, sir.

Q. Had not Wilson a sloop there which belonged to him and Ruckman, which he used in planting and raising your oysters?

A. That I don't know, whether to plant my oysters or not with her. 30

Q. Had he not a number of boats which he used in planting and raising oysters, beside the one which you sent him?

A. Not that I know of.

Q. Did Mr. Wilson send you any oysters belonging to him and Mr. Ruckman, in the winter of 1858 and 1859?

A. All the oysters he ever sent me were those four loads, in which Mr. Ruckman was interested.

Q. Have you an account at all anywhere of the cargoes of oysters sent you by Wilson during the season that these four cargoes, a statement of which you have produced, were sent? 40

A. I can't find any; I might possibly find some of them one of these days.

Q. Did you ever make any entries of any of the cargoes in any book?

A. About that time they were all on those lists the same as those here.

Q. When did you commence keeping day book and ledger?

A. About three years ago.

10 Q. Will your day book and ledger show the amount of oysters you have received from Mr. Wilson since the commencement of those books.

A. I think I can give account of them; yes, sir.

Q. Can you tell us how many oysters Mr. Wilson sent you in the winter of 1858 and 1859?

A. I don't know as I could; I don't think I can find the lists; I might come across them yet.

Q. Can't you tell us from recollection somewhere about the amount of oysters received from Wilson that winter?

20 A. Five or six cargoes.

Q. How many as near as you can now recollect did he send you the following winter of 1859 and 1860?

A. I don't know as I could come anywheres near it; we were using a great deal of money, sending Wilson a great deal; I think I sent him somewheres in the neighborhood of between \$17,000 and \$18,000; he drew on me in 1859 for drafts outside of all expenses, \$13,300; I think he sent me from fourteen to seventeen cargoes of oysters; I won't be positive.

30 Q. Have you no account of the amount of money you received for the oysters he sent you that year?

A. I don't know positive; I have got a memorandum book; I think they are on the memorandum book; I won't be positive.

Q. How do you expect to settle with Wilson if you have no account of the money you received for the oysters he sent you?

A. The account has been carried from one list to another and balances struck.

40 Q. Did he agree to those balances?

A. He never objected to them.

Q. [Question repeated.]

A. He agreed to settle by them.

Q. How often were those balances struck ?

A. Well, sometimes they ran two or three years.

Q. Did you make statements of account and send them regularly to him at the end of the season, up to the time the war broke out ?

A. I don't think they went very regular, a year or two apart ; we would write to him to know how we stood ; there has been no regular settlement ; he has given no account to me of what he has done down there. 10

Q. Has he never sent you any account of what he has done with the money you sent him ?

A. I believe not ; I have never received anything of that description from him to know what he has done with the money.

Q. Did you keep copies of the statements you sent him from time to time ?

A. No, sir ; only the last one or two.

Q. Does that statement show how the whole account stands now between you and him so far as the moneys you sent him, and the oysters you received are concerned ? 20

A. I think it will, sir.

Q. On what book have you now got that statement ?

A. The oysters that I received were on a pocket memorandum book and the money I sent him is in my ledger.

Q. Where is that memorandum book that contains an account of the oysters received ?

A. On my boat, in New York.

Q. Why didn't you bring it over ? 30

A. It is used almost every hour, and I didn't think it was necessary.

Q. How many cargoes did Mr. Wilson send you, as near as you can remember, in the winter of 1860 and 1861 ?

A. I suppose from fourteen to fifteen—somewhere about that.

Q. Was that season the last you received oysters from Wilson until after the close of the war ?

A. That about wound it up until after the war ; during the war we got part of a load. 40

Q. Have you got an account of that part of a cargo?

A. I think I have; it was figured in the account of the rest, I believe.

Q. How many seasons have you received oysters from Wilson since 1860?

A. Well, I only received one lot; one lot he sent us and the rest we had to go and get ourselves.

Q. How many did you get yourself the last year?

A. From one thousand eight hundred to two thousand 10 tubs—one schooner load and part of another.

Q. How much money have you received for oysters sent you by Wilson from the beginning of your arrangement with him to the present time, over and above the money you have sent him and the expenses you have paid?

A. I think in the neighborhood of \$100; \$4 4, I think; the statement will show it.

Q. When you take a cargo out of the vessels that bring oysters, do you not keep a book called a score-book, in which you enter the quantities of oysters?

20 *A.* We generally do.

Q. Do you also enter on those books the names of the parties who purchase them?

A. Yes, sir.

Q. What has become of your score-books of the cargoes sent you by Wilson?

A. Some I have got; I guess some have been destroyed; after the amount is drawn off the score book, they are considered of no use.

Q. Who kept those score-books, you or your brother Wil-
30 liam?

A. I can't tell you who; my brother used to sell the oysters, and we had a man to score the number on the score-book; after the vessel was out, he would return the score-book to me; I drew it off on a list and threw the books aside.

Q. What was the object of drawing it off on a list when it was already drawn off on the book?

A. To rectify mistakes and get it in writing; sometimes we would find mistakes in scoring.

Q. Were not these lists drawn off to send round and collect by?

A. Yes, sir.

And being cross-examined, he says—

Q. About how many oysters did Mr. Wilson send to you before you joined him in planting?

A. He sent us no oysters.

Q. In 1856 and 1857, did Mr. Ruckman know that Mr. Wilson planted and sent to you?

A. He must have known it; everybody in the business 10 knew.

[Question objected to.]

Q. Did not Mr. Ruckman ever intimate that he knew Mr. Wilson was planting oysters for you, in a conversation had to that effect?

A. I think he did; I think I recollect of his asking me what quantity he was planting together, whether a great many or not.

Q. Have you ever heard Mr. Ruckman say, or intimate in any conversation, that he and Mr. Wilson were no longer 20 partners, at the time you sent him (Mr. Wilson) the money?

A. I don't know as I have ever had any conversation to that effect with him; the time Mr. Ruckman was aboard my boat when Wilson shipped those four cargoes, would be the last of their partnership, as I understood from Mr. Ruckman.

Q. You understood at that time that that was the cleaning up of the ground, those four cargoes?

A. Yes.

Q. Who was present when this arrangement between you 30 and Mr. Wilson was made, and where was it made?

A. It was made aboard of our boats at the foot of Canal street, New York; my brother William, I think, must have been present, and Captain Peter Metzger was present.

Q. And this arrangement was made in 1856?

A. I think it was in May.

Q. Did Mr. Ruckman know about this arrangement?

A. At that present time, I don't know.

Q. Did he afterwards, and if so, how soon afterwards?

A. I think he must have known it inside of six months.

Q. Why do you think it was six months afterwards that he knew that fact?

A. Wilson went planting for us that same summer, and it was the general talk among all the oystermen; almost every one that was planting oysters knew that we were together.

Q. Did you understand that Mr. Wilson planted oysters on his own farm?

10 A. Well, I understood that he planted some on his own ground; and I know that he hired some ground up the river.

Q. In this transaction, what was to be his share of the profits?

A. He was to have one-half.

Q. In this agreement did you not agree to pay all necessary expenses in planting?

A. In planting our oysters, of course.

Q. And as a necessary expense, did you not count the
20 household expenditures of living one of the expenses of the transaction?

A. I suppose that he took money to live on out of the money I sent him.

Q. Do you know what capital Mr. Wilson put in the business; any at all besides his farm?

A. Not a dollar that I know of.

Q. Why is the name of "E. Ruckman," on *Exhibit C 14* and *C 15*?

A. It is a lot oysters that he bought of us out of the vessel
30 at the time.

Q. The four loads of oysters sent which belonged to Mr. Ruckman and Mr. Wilson, came off a portion of the ground that had not before been cleaned up, I understand?

A. So I understood it at the time.

Q. And he cleaned those off so as to be able to plant your oysters and his oysters?

A. I supposed that was the understanding.

Q. Did not Mr. Ruckman receive some of the proceeds of the four loads of oysters sent on to you?

40 A. Yes, sir.

Q. How much money?

A. He received \$600 in cash and a note, and \$30.46 in oysters.

Q. Do you know anything about the arrangement made between Mr. Ruckman and Mr. Wilson at the time they went in business together?

A. No, sir, I do not.

Q. You do not know that Mr. Wilson will not come and settle with you yet, do you?

A. I don't know but what he will.

10

Q. Did Mr. Wilson pay the hands down there?

A. Part of the time, and part of the time he sent orders to me, and I paid them here.

Q. What other expenses did he bear?

A. Nothing but paying the hands there their wages, and keeping vessels in repair, purchasing tongs and oysters there.

Q. Were not the moneys you sent to Mr. Wilson, so far as you know, properly expended in your business?

A. I don't know but what it was.

Q. If you had thought that he was spending your money wrongfully and out of the legitimate business, would you not have stopped sending him or honoring his drafts?

20

A. I did when I found it out.

Q. When did you stop sending him money?

A. In the neighborhood of a year ago.

Q. Can you specify what act of his caused you to stop sending him money;

A. Well, by not giving me a correct account of our business and not sending me oysters, and sending my oysters to other parties; selling them in Virginia and not keeping an account of them.

30

Q. Do you know of your own knowledge that he has sold oysters in Virginia or elsewhere, or is it only hearsay?

A. I know to my own knowledge that he sent oysters here to some parties.

Q. When did he send oysters to New York, that you have knowledge of, and to whom did he send them?

A. This last winter, to a man named Aleck Frazier, at the foot of Broome street.

Q. How many did he send to him?

40

A. Something over two thousand baskets; the amount he received was over \$1,800.

Q. Do you know that Mr. Wilson has not got oysters planted in Virginia besides those in which you have a partnership?

A. I don't know that he had any planted at the time of our transactions.

Q. You do not know that he did not have oysters of his own planted at that time, do you?

10 A. I don't know whether he did or not, positively.

Q. You do not know that the oysters sent to Frazier were not of Wilson's own planting, do you?

A. Mr. Frazier told me, that Mr. Wilson told him, that the oysters belonged to us together.

Direct examination resumed.

Q. When did Mr. Ruckman intimate to you that he knew you and Wilson were planting oysters together?

A. I think in the winter of 1866.

Q. In what language did he make the intimation?

20 A. Well, I think he came aboard the boat, inquiring about the oysters, how nice they were, and what price they would fetch, and so on; how many we had planted, and how many to fetch, and general conversation.

Q. What did he say about you and Wilson planting together?

A. I don't know as I ever had any conversation with him on the subject.

Q. If you never had any conversation with him on the subject of your and Wilson's planting oysters together, what
30 makes you say that he intimated that he knew it?

A. From the fact, that if one oysterman plants oysters, all the others know it.

Q. Then Mr. Ruckman didn't say or intimate in his conversation that he knew that you and Wilson were planting oysters together, did he?

A. Well, he knew it; but how soon he knew it after we were together, I don't know.

Q. [Question repeated.]

A. In some conversations he did intimate it, and in some he did not.

Q. When was the first conversation in which he intimated it?

A. I think it was in the winter of 1856.

Q. In that conversation, in the winter of 1856, what did he say that led you to suppose that he knew that you and Wilson were planting oysters together?

A. Well he came aboard the boat when the oysters arrived, and looked at the oysters and inquired how good they was; what price we was selling them for, and how many we had to fetch to market that winter; it was about the first load that came, and I think that he bought some oysters out of the vessel.

Q. Did you infer from the fact that he came and looked at the oysters and bought some of them, and asked you how good they were, that he knew that you and Wilson had planted them together?

A. Yes, sir; I supposed that he knew all about it.

Q. He didn't say that he knew it, did he, in that conversation?

A. I don't know that he did.

Q. Did you tell him, in that conversation or in any other, that Wilson had been planting oysters for you?

A. I don't know that I told him.

Q. When and where did Ruckman ever say or intimate to you that he and Wilson were no longer partners?

A. I think it was aboard my boat; just after that \$700 draft was accepted, he said he did not mean to have anything more to do with Mr. Wilson; that he was to discontinue partnership.

Q. What did Mr. Ruckman say, that made you understand that the four cargoes were the cleaning up of his and Wilson's planting?

A. I don't know as Mr. Ruckman ever said anything to me concerning that, himself.

A. How did you understand that the four cargoes came off the ground that Wilson and Ruckman had planted, that had not before been cleaned up?

A. I understood it from Mr. Wilson.

A. In answer to cross question 356, which is, "and he cleaned those off so as to be able to plant your oysters and his oysters," you answered, "I suppose that was the understanding;" what made you suppose that was the understanding?

A. Because Wilson wrote to me that was all the oysters he had to send to New York that belonged to him and Ruckman?

10 Q. Did you receive the money for the oysters sent to Frazier, or any part of it?

A. No, sir.

Whereupon the examination was adjourned to Monday, August 26th, 1867, at five o'clock p. m., at the same place.

At which time and place the examination was resumed in presence of the counsel of the respective parties.

Q. How did the accounts between you and Wilson stand August 22d, 1865?

A. He owed me a balance of \$504.40.

Q. How did you arrive at that balance?

20 A. It was taken from my books and papers of the previous transactions—that is, simply the amount of money I sent him over and above the amount received from the sale of the oysters.

Q. Has Wilson ever rendered you any account of the moneys you sent him between 1856 and the present time?

A. No, sir.

Q. From the date mentioned when this balance of \$504.40 was found due you, how much money have you sent him since that date, and how much have you received for the oysters he sent you?

30 A. He has never sent me any oysters; I had to send there to get them; I sent there and got eight loads in 1865, they amounted to \$19,931.59; he had \$4,114.40 since August, 1865.

Q. Does that cover all the moneys you sent him and all the oysters he sent you since August, 1865?

A. I believe it covers all the money; I got one small load

and between three and four hundred baskets of oysters in addition to those received before.

Q. What were that load and part of a load worth?

A. Here, on this statement, he charges me ground rent, \$50 for flats up the river; those oysters were worth probably about \$900.

Q. What were the expenses you paid on all the oysters you have received since that statement in August, 1865?

A. With the exception of the load and part of a load, they amount to \$11,044.86. 10

Q. Did you send Wilson an account in July, 1866?

A. Yes, sir, he had an account of it; whether I gave it to him or his wife, I do not know; they were on here together; he wanted to remain in partnership.

Q. How much was the balance due on that account you sent him in July, 1866?

A. I believe it is \$2,240.21.

Q. How was that balance arrived at?

A. From the sale of oysters I sent for and got.

Q. Was that half the profits of the oysters you had sold up to that time, after deducting all the expenses and taking out all the moneys you had sent him?

A. That was the balance due him—that is, half the profits, after deducting expenses.

Q. How much of that did you pay him?

A. He received \$1,800 of it.

Q. When did you send him the \$1,800?

A. It was got at different times; he didn't get it all himself; I had two orders of \$100 each to two parties—one was to his son and the other was to his brother-in-law; I think 30
Wilson had the balance, \$1,500, in drafts, and \$100 in cash.

Q. Between what dates was this \$1,800 paid him?

A. From July 14th to October 3d, 1866.

Q. Is the load and part of a load which you got last, included in the statement showing the balance of \$2,240.21?

A. No, sir; they were got after that statement.

Q. Have you sent or paid him any money since the 3d of October, 1866, and if so, how much?

A. I have not sent or paid him any; I have paid out \$204 on the last lot of oysters for expenses. 40

Q. How much did you let him have between August, 1865, and July 14th, 1866?

A. \$2,314.40.

[Being shown paper marked *Exhibit C* 22, is asked]—Is that a letter which B. W. Wilson sent you?

A. Yes, sir; it is dated May 15th, 1867.

Q. Is the name B. W. Wilson at the bottom, in his handwriting?

A. It is either his or his wife's.

10 [Said paper is offered in evidence, and marked *Exhibit C* 22.]

Q. By this letter, he claims that you owe him \$1048.96, on the 15th of May, 1867; did you owe him that money at that time?

A. I think not.

Q. What is there wrong about his claim there?

A. He has charged me with \$1080 for shifting oysters, and other expenses.

Q. Would that charge be wrong if he had sent you the
20 oysters for shifting which he charged you?

A. No, sir, it would have been right.

Q. How much money did Frazier send Wilson for the oysters he sent him?

[Question objected to.]

A. Mr. Frazier told me that he had paid him \$1824.20.

Q. Did Wilson ever tell you that he planted your oysters on the front of the farm on which he lived?

A. I don't know as he ever told me where he planted them.

30 Q. From the year 1856 to the present time, has Wilson sent any oysters to any one in New York, except yourself and the two loads sent to Frazier?

A. Not that I know of.

Q. Did you not hear Wilson say that he was using, or had used, Ruckman's boats to plant and take up your oysters?

A. Well, it is so long ago I don't recollect if he ever mentioned it to me or not.

Q. Do you not know that Mr. Wilson used the same boats in taking up and planting your oysters that he had used about
40 Mr. Ruckman's oysters?

A. I don't know whose boats he used; I suppose he used our boats that we had sent there.

Q. How many skiffs did you send?

A. We had from four to six.

Q. When Wilson first commenced sending oysters to you, were there not a good many old oysters mixed among them, that had been planted some time?

A. None that I ever knew of; none that drew my attention.

Q. Did Wilson ever send you any statement of the cost of 10 the oysters which he planted for you?

A. Not to my knowledge.

Q. Do you know Ben Johnson?

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

Q. Did he work at your oysters the first season that Wilson planted for you?

A. I don't know.

Q. Has he at any time since?

A. That I couldn't tell you.

Q. Just give us the names of the vessels that brought car- 20 goes of oysters from August, 1865, to the present time?

A. C. and N. Rogers, Capt. Mott; Mary Mangin; schooner Active, three loads; Mary and Louise; schooner Julia A. Decker, Capt. Dunton; I think the Active brought a load to Keyport; I think the Speedwell brought a load, and maybe the Holmes brought the part of a load.

Q. Can you give us the names of any of the vessels that brought cargoes from Wilson, in 1856 and 1857?

A. I remember one, the Director, Capt. Jacob Decker.

Q. Name all the vessels that brought cargoes from Wilson 30 to you, that you can remember, before the war?

A. Mary Aiken; the schooner Partridge, Capt. Roades; Julia A. Decker; the sloop Butler; I can not remember any more; there was the schooner Arcissius.

Cross-examination resumed.

Q. If there had been many old oysters in those sent you, would you not have noticed them?

A. Yes, sir.

Q. Did you not tell Mr. Ruckman that Mr. Wilson required

the amount of money you sent from the sales of the four loads of oysters to pay off a debt that he and Mr. Wilson owed?

A. I think I did.

Q. Do you remember Mr. Ruckman's reply to that?

A. I do; not to send him any more money; he forbid me sending him any more money, about the time I gave him the \$300 note.

Re-direct examination.

10 Q. Did you send Mr. Wilson any money on account of those oysters after Mr. Ruckman told you not to?

A. No, sir.

Re-cross-examination.

Q. What balance was remaining in your hands at the time Ruckman gave you notice not to pay Wilson any more money, and after Ruckman had received the \$300?

A. Fifty-three dollars and some cents, which has been paid to nobody.

BENJAMIN DECKER.

20 Subscribed and sworn to, this 26th day of August, A. D. 1867, at Jersey City, before me.

ISAAC ROMAINE, *M. C.*

Decree Confirming Master's Report.

[Filed April 12, 1876.]

This matter being opened to the court by Jacob Weart, of counsel with complainant, and it appearing that the master, to whom this cause was referred by the decree of this court, of the thirteenth day of February, in the year eighteen hundred and seventy-three, has made his report from which it ap-
 30 peared that on the first day of December, in the year eighteen hundred and seventy-four, there was due the complainant

from the defendants the sum of thirty-four thousand seven hundred and sixty-three dollars and eighty-eight cents; and it further appearing, that on the twenty-second day of January, in the year eighteen hundred and seventy-five, said master's report was filed, and that notice of said filing was served upon the solicitors of the defendants, on the twenty-second day of January, in the year eighteen hundred and seventy-five and that a rule was entered that said report stand as confirmed on the twenty-third day of February, eighteen hundred and seventy-five, and proof of the service of the said rule on 10 the solicitors of the defendants, filed in this court, on the last above mentioned day, and no exception thereto having been filed, it is on this twelfth day of April, in the year eighteen hundred and seventy-six, ordered, adjudged and decreed, by his Honor Theodore Runyon, Chancellor of the State of New Jersey, and the said Chancellor doth hereby order, adjudge and decree that the said master's report, and all the matters and things therein contained, do stand ratified and confirmed, and that an execution do issue in favor of the complainant, Elisha Ruckman, out of this court, according to the course and 20 practice of this court, directed to Isaac Romaine, one of the masters of this court, against the goods and chattels, and the lands and tenements of the said Benjamin Decker and William Decker, to make the aforesaid sum of thirty-four thousand seven hundred and sixty-three dollars and eighty-eight cents, with the interest on the same, from the first day of December, in the year of our Lord one thousand eight hundred and seventy-four, at the rate of seven per cent. per annum, with the costs of suit to be taxed against the said Benjamin Decker and William Decker. 30

THEODORE RUNYON, C.

Order to Show Cause, &c.

[Filed April 21, 1876.]

Upon application of C. H. Winfield, solicitor of the defendants, it is, on this twenty-first day of April, A. D. 1876, ordered that said complainant show cause before the Chancellor at his chambers, in the city of Newark, on Monday, the first day of May, next, at ten A. M., why the decree to account, alleged to have been heretofore made in the above entitled cause, should not be set aside as having been improvidently signed,
10 and that until the further order of the Chancellor, execution on the decree confirming the master's report, do not issue.

THEODORE RUNYON, C.

Complainant's Testimony.

[Filed May 16, 1876.]

Examination of witnesses in the above-stated cause, taken before S. M. Dickinson, one of the masters and examiners in chancery, at his office, in Trenton, on the 16th day of May, A. D. 1876.

Barker Gummere, a witness produced on the part of the
20 complainant, being duly affirmed, saith—

At the request of Henry S. Little, who was the solicitor of the defendants, I argued this case on brief notice on bill, answer and proofs, for the defendants, before the late Chancellor Zabriskie; at a subsequent date the late Chancellor delivered his opinion, and some time after the delivery of the opinion, I ascertained that an interlocutory decree in the cause had been signed and placed on file by the complainant's solicitor; I examined the decree and conceived it not to be in accordance with the opinion of the Chancellor, and so informed the com-

plainant's solicitor, requesting that he should attend at Trenton, before the Chancellor, to bring the matter before him, and take his directions in the matter; either he or the counsel for the defendants, I don't remember which, did attend; the matter was discussed before Chancellor Zabriskie, who pronounced the decree on file to be erroneous in some particulars, which I do not now recollect; he then gave specific directions as to the matter of the decree, and requested me to draft it; I did so, and transmitted it to the complainant's solicitor to examine and submit to Chancellor Zabriskie; all this took place not long after the filing of the first decree, not, I think, more than two or three weeks at the utmost; I had authority as counsel in the cause and from the direction of Chancellor Zabriskie, to draft the decree; this decree here shown me by complainant's solicitor is the one I drew; I don't think I have seen it from that day until this, nor have I had any further connection with the cause; I insist that this should be the decree of the court and that the decree as first drafted and filed is erroneous; my recollection is that whoever was on the other side combatted it quite strenuously and insisted upon the other decree standing; I ought to say that the old decree was adverse to the defendants and to my view of the equities of the case, and that I advised an appeal, but that the appeal should be delayed until final decree, when the whole subject matter could be reviewed.

Q. Did you or not assent to the signing and filing of the decree filed June 11th, 1873, as the decree of the court as you understood it?

A. No; after I transmitted it to the solicitor of the complainant I knew nothing about it; I told Mr. Little, the solicitor, that I could not attend to the matters of detail under the interlocutory decree, and that he must get some one else to look after it, and I understood that Mr. Winfield was employed.

Q. Did you assent or not to the signing and filing of the decree you drafted and sent to Mr. Vredenburgh, as you understood it?

A. I had nothing to do with the signing or filing of it; I

insisted that that decree, as I drew it, was the decree of Chancellor Zabriskie.

BARKER GUMMERE.

Affirmed and subscribed before me, this 16th day of May, A. D. 1876.

S. M. DICKINSON, *M. C.*

James B. Vredenburg, a witness produced on the part of the complainant, being duly sworn, saith—

I was solicitor of complainant at the time the cause was argued and the opinion delivered; I recollect that I drafted a decree after the opinion was delivered, and that subsequently I received a letter, purporting to come from Mr. Barker Gummere, who argued the case for the defendants, indorsing a draft of a decree, which I believe to be the decree marked, filed June 11th, 1873; it differed in some respects from the decree I had drafted, but I determined that the decree drafted by Mr. Gummere would suit me, and I believe I sent it either to Mr. Gummere or to the clerk, but I have no recollection about that, except that I so endorsed on the decree in pencil these words, "Please file—I don't want copy," which words are in my handwriting; I think that the draft of the decree I made, to which I refer, was not the decree filed in February, 1873; I may have drafted that also, but I have no recollection of it; after I ascertained that the decree filed February 13th, 1873, was not in conformity to the Chancellor's opinion, my recollection is that I drafted a decree, and that subsequently I received a decree in Mr. Gummere's handwriting, differing from the draft I had made, which I accepted as I have before mentioned; what became of it, I don't know, except that I see it here, further than above stated; after the entry of the decree, filed June 11th, 1873, notice was given that an examination would proceed before Mr. Romaine, the master mentioned in the decree, and I attended before the master, Mr. Winfield, also for the defendants, or some of them, and evidence was submitted to the master, and the master made his report and it was filed, and decree confirming said report was filed April 12th, 1876; from the time of filing the decree of June 11th, 1873, to the time of the service

of the order to show cause, lately made, I had not heard any objection by the defendants or their counsel, to the decree filed June 11th, 1873, because of any irregularity in the decree.

JAMES B. VREDENBURGH.

Sworn and subscribed, before me, this 16th day of May, 1876.

S. M. DICKINSON, *M. C.*

Jacob Weart, a witness produced on the part of the complainant, being duly sworn, saith— 10

I argued this cause as counsel for Mr. Ruckman, in connection with Mr. Vredenburgh, before Chancellor Zabriskie; my recollection is that Mr. Vredenburgh drew the first decree, which was filed February 13th, 1873, which was signed by Chancellor Zabriskie, without having been submitted to me; my attention was called to the fact; I think, Mr. Gummere, that the decree as signed, called for an accounting of all the oysters, when it should have been for only one-half, and I think the counsel for Mr. Decker requested to have it corrected in that particular; I recollect having had a conversation 20 with Chancellor Zabriskie, and he requested that it be corrected in some particulars; he told me that Mr. Gummere [counsel for the defendants objects to all conversations had with the late Chancellor Zabriskie] had volunteered to draw the decree, and he suggested Mr. Gummere had better do it; Mr. Gummere drafted the decree, which was filed June 11th, 1873, which was submitted to me, and I approved of the same as counsel, and told Mr. Vredenburgh, my recollection is, that he had better have it signed and filed.

Cross-examination. 30

I told Mr. Vredenburgh that he had better have it signed and filed, shortly after the filing of the first decree, of February 13th, 1873; it may have been a month or six weeks; I do not remember whether or not I handed the draft of Mr. Gummere to Mr. Vredenburgh then; I don't think I ever saw that draft, from the time I examined it until the time of the

rule to show cause, lately made; I have no recollection who presented the draft of Mr. Gummere to Chancellor Runyon to be signed. [Witness being shown the decree, filed June 11th, 1873, says]—I do not think that the interlineation of the name Theodore Runyon, in said decree, is in my handwriting; I have no recollection of making it; I do not know in whose handwriting it is; it does resemble mine; if that interlineation is in my handwriting, I must have seen the decree since Chancellor Runyon came into office; I do not know who pre-
10 sented the decree to the Chancellor for his signature.

JACOB WEART.

Sworn and subscribed, before me, this 16th day of May, 1876.

S. M. DICKINSON, *M. C.*

[Counsel for the complainant offers in evidence the certified copy of decree, purporting to have been filed February 13th, 1873, marked *Exhibit A.*]

[Counsel for complainant also offers in evidence a copy of the docket entries in this case, copied from page 29, of Docket
20 5 of chancery clerk's office. *Exhibit B.*]

Order to Enter Decree Nunc pro Tunc.

[Filed June 16, 1876.]

An order having heretofore been made that the complainant, Elisha Ruckman, show cause why the decree made in the above cause, dated February thirteenth, eighteen hundred and seventy-three, and filed June eleventh, eighteen hundred and seventy-three, should not be set aside and ordered from the files of the court as improvidently entered, and staying the issuing of execution against the defendants, William Decker
30 and Benjamin Decker, under the decree in said cause made on the twelfth day of April, A. D. eighteen hundred and seventy-six; and said motion coming on to be heard upon

allegations and proofs, and being argued by Charles H. Winfield, esquire, of counsel with the defendants, and James B. Vredenburgh and Jacob Weart, of counsel with the complainant, and the Chancellor having considered the same:

It is, on this sixteenth day of June, eighteen hundred and seventy-six, ordered by Theodore Runyon, Chancellor of the State of New Jersey, that the above stated rule to show cause be discharged, and that an order be entered in this cause, *nunc pro tunc*, as of the eleventh day of June, A. D. eighteen hundred and seventy-three, directing that said decree filed on 10 that day, and dated February thirteenth, eighteen hundred and seventy-three, be entered *nunc pro tunc*, and as of the thirteenth day of February, A. D. eighteen hundred and seventy-three.

THEODORE RUNYON, C.

Notice of Appeal.

[Filed June 27, 1876.]

The defendants, Benjamin Decker and William Decker, hereby appeal from all and every part of the decree made in this court, in the above stated cause, bearing date the twelfth 20 day of April, eighteen hundred and seventy-six, to the Court of Errors and Appeals in the last resort in all causes.

C. H. WINFIELD,

Solicitor and of Counsel with Defendants.

Dated June 20th, 1876.

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

C. H. WINFIELD,

Solicitor and of Counsel with Defendants.

Order to Stay Fi. Fa.

[Filed June 27, 1876.]

Upon good cause shown, it is, on this twenty seventh day of June, eighteen hundred and seventy-six, ordered, on motion of C. H. Winfield, of counsel with the defendants, that the issuing of execution in the above cause be stayed, pending an appeal to the Court of Errors and Appeals in all causes.

THEODORE RUNYON, C.

Opinion.

[Filed January 9, 1877.]

10

Motion to vacate decree.

Mr. B. Gummere, for the motion.*Mr. Jacob Weart*, *contra*.

THE CHANCELLOR. The defendants move to vacate and set aside the decree entered in this cause on the 12th of April, 1876, confirming the master's report and ordering execution. The grounds of the motion are, that the decree in question does not adjudge that there is any sum of money due from the defendants; that it awards execution against only two of the
20 three defendants, while the court intended to decree payment by all of them; and again, because the decree in question was made *ex parte*, whereas, by the practice of this court, it could not regularly have been made except on hearing, unless made by consent. The decree recites that it appeared from the master's report that there was due from the defendants to the complainant, on the 1st of December, 1874, \$34,763.80; that the report had been filed; that notice of the filing thereof

had been served on the defendant's solicitor; that a rule *nisi* had been entered and served, and that no exceptions had been filed, and thereupon it decreed that the report stand ratified and confirmed, and that a *feri facias de bonis et terris* issue out of this court against Benjamin Decker and William Decker, two of the defendants, to make that money, with costs. The terms of the decree imply an adjudication that the amount reported by the master is due to the complainants from the defendants. *Taylor v. Jardine*, 1 *Hare* 316. Besides, the decree of February 13th, 1873, by which the reference to the master was ordered, decreed that the defendants account to the complainant for, and pay to him one half of, the value of the oysters in the decree mentioned, with lawful interest thereon, and directed the reference to ascertain that value and interest. It would have been better practice to have decreed by the last decree that the defendants pay to the complainant the amount reported to be due to him, but the decrees are sufficient to warrant the order for execution. Nor is it ground for vacating the decree that it orders execution against two of the defendants only. The third defendant, of course, has no reason to make this objection. Nor have the other two. If, as is urged, they have a right to be indemnified in this suit against their co-defendant for the amount they may have to pay, they may obtain such relief in this court on application. *Walter v. Preswick*, 2 *Ves.* 622. The decree, as before stated, decrees that all of the defendants pay the money adjudged to be due to the complainants. The fact that execution has been ordered against two of them only, will not deprive them of this relief. But it is objected that the decree was irregularly entered, because the decree of February, 1873, reserved further directions and equity until the coming in of the master's report, and, therefore, the cause ought to have been set down for hearing on the equity reserved. Such is, undoubtedly, the practice. 2 *Madd. Ch. Pr.* 457; 2 *Dan. Ch. Pr.* 993, 1366; *Morris v. Taylor*, 8 *C. E. Green* 131.

But the irregularity has been waived. The defendants, on the 21st of April, 1876, nine days after the decree in question was entered, obtained an order for a stay of execution pending an application to set aside the decree of February, 40

1873, on the ground that it was improvidently entered, and having subsequently appealed from the last mentioned decree, they, on the 27th of June, 1876, obtained another stay of execution pending the appeal. By this action they waived the irregularity.

The motion is denied, with costs.

Decree Dismissing Motion, &c.

[Filed January 15, 1877.]

The defendants, William Decker and Benjamin Decker,
10 having given notice to the complainant of a motion to vacate and set aside the decree filed in the above cause, on the twelfth day of April, eighteen hundred and seventy-six, ordering execution to issue against the defendants, Benjamin Decker and William Decker; and said motion coming on for argument before the Chancellor, on the twenty-eighth day of November last, in the presence of Barker Gummere, Esquire, counsel for the defendants, Benjamin Decker and William Decker, and Jacob Weart, Esquire, of counsel for the complainant, and the Chancellor having taken time to consider
20 the matter, and the counsel of the complainant having given notice of a motion to vacate the order filed on the twenty-seventh day of June last, staying execution in the above cause, pending an appeal, on the ground that the appeal had not been prosecuted, and it appearing that said appeal has not been prosecuted:

It is, on this fifteenth day of January, eighteen hundred and seventy-seven, by Theodore Runyon, Chancellor of the State of New Jersey, ordered, that said motion of the defendants be denied, with costs of suit to be taxed for the complainant, and that the order made on the twenty-seventh day
30 of June last, staying execution in the above cause, be vacated.

THEODORE RUNYON, C.

Petition of Appeal.

[Filed March 13, 1877.]

*To the Honorable the Court of Appeals, in the last resort
in all causes of law, &c.*

The humble petition of Benjamin Decker and William Decker, the appellants in the above-stated cause, respectfully shows that your petitioners find themselves aggrieved by a final decree made in the Court of Chancery of New Jersey, by his Honor Theodore Runyon, Chancellor of New Jersey, bearing date the twelfth day of April, eighteen hundred and seventy- 10
six, wherein the said Benjamin Decker and William Decker were complainants and Elisha Ruckman was defendant, in this respect, to wit, that the said decree adjudges that there is due the said Elisha Ruckman from your petitioners (defendants in said suit) the sum of thirty-four thousand seven hundred and sixty-three dollars and eighty-eight cents, with interest thereon from the first day of December, eighteen hundred and seventy-four, at the rate of seven per cent. per annum, with the costs of suit to be taxed against your petitioners, and that an execution issue in favor of the said Elisha Ruckman out of the 20
Court of Chancery aforesaid, directed to Isaac Romaine, Esq., one of the masters of said court, against the goods and chattels, lands and tenements of your petitioners to make the aforesaid sum of money, interest and costs.

And your petitioners humbly appeal from that part of said decree as decrees as aforesaid, upon the ground that the same is erroneous, for that the said sum of money aforesaid, nor any other sum of money, is not due from your petitioners to the said Elisha Ruckman; your petitioners therefore pray that the said decree of the said Chancellor may be reversed, set aside 30
and for nothing holden, and that your petitioners may have such relief in the premises as to this honorable court shall seem meet.

BARKER GUMMERE,

Solicitor and of Counsel with Appellants.

Answer to Petition of Appeal.

[Filed June 2, 1877.]

The answer of Elisha Ruckman, respondent, to the petition of appeal of William Decker and Benjamin Decker, appellants.

This respondent, not confessing all or any of the matters to be true as in and by the said petition of appeal are mentioned and set forth, for answer thereunto says, that he believes it to be true that such decree as is complained of was made by the
 10 Court of Chancery, as in the said petition and appeal are mentioned and set forth, but as to the date, substance and extent thereof, this respondent humbly craves leave to refer thereunto, when the same shall be produced; and this respondent humbly conceives and is advised that said decree is agreeable to equity and justice, and therefore humbly hopes that the same may be affirmed, and that the said appeal may be dismissed this honorable court, with costs.

JAMES B. VREDENBURGH,
Solicitor of respondent.

20 JACOB WEART,
Of counsel with respondent.

Exhibits on part of Complainant.

EXHIBIT C No. 1.

Decree in Court of Chancery of New Jersey, in case wherein Elisha Ruckman is complainant, and Bassil W. Wilson and Robert Wilson are defendants, decreeing to Elisha Ruckman the Phillips farm, on the Nansemond river, in Virginia.

EXHIBIT C No. 2.

(Letter seems to be missing, or is not marked.)

EXHIBIT C No. 3.

Received, New York, March 10th, 1857, from E. Ruckman, two hundred dollars, to be delivered to Capt. Bassil Wilson, in Nansemond county, Virginia.

JAMES DENNIS.

EXHIBIT C No. 4.

Received, New York, September 23d, 1856, from E. Ruckman, eight hundred dollars, for the purchase of oysters for 10 him and myself, in Virginia.

B. W. WILSON.

EXHIBIT C No. 5.

Received, New York, June 10th, 1857, from E. Ruckman, six hundred dollars, to plant oysters in Co. with him.

B. W. WILSON.

EXHIBIT C No. 6.

Received, New York, July 7th, '57, from E. Ruckman, sixty dollars, to plant oysters on joint ac't. with E. Ruckman.

B. W. WILSON. 20

EXHIBIT C No. 7.

June 24, '57.

Mr. Ruckman—Sir:—I am buying a verry nice oyster for 25 cents per hamper, 1 $\frac{1}{4}$ of a bush. I am buying first, and will use up my money next weak, if the weather is good and keep cool, the oys is off the goos house rocks. They are the hansomest I ever planted and thear is no buyers; if you can rase money for to buy 3,000 baskis more, it is a good time to buy them for we cant buy them in the fall. John gosline
 10 and john burbank has a bill against the sloop, for overhulling her and skiffs, for \$375; I have pade \$50; thay want thear money verry bad; they have sent up to me for it yesterday. I think thay will wate by paying part of it. I wish you would let me no as soon as possible, if we will plant longer, so I will no wat to do. Mr. Wm. J. Wright does not want to buy a boat, at presant, as he has sold his shells. Write soon.

Yours,

B. W. WILSON.

[Envelope directed, Mr. Elisha Ruckmand, Palisade post
 20 office, rockland county, New York.]

EXHIBIT C No. 8.

Norfolk, March 10.

Mr. Ruckman—Sir:—The sch too brothers got hear before your letter, and the weather has bin so bad that we had no oys culled off for her, and he wanted to goe home and geat his papers out, and get an anchor, for he had lost his bigg anchor, so he took in sum bush for baltimore. If I had bushels I would have loaded him, for I thought the market was good in New York; but I had no money to load him with. I wish you would send sum money to pay the boys off with,
 30 I owe them all of thear wagis. I will load the brothers up wen she cums back. The weather to-day is good; the first for too weaks.

Yours,

B. W. WILSON.

[Envelope attached, directed Mr. Elisha Ruckman, care of
 Bjn Decker, foot of canal str., New York.]

EXHIBIT C, No. 9.

Nansemond, Dec., 1858.

Mr. Ruckman—Dear Sir: I was on to see you, but you was not home, and they did not expect you in several weeks, and I could not find ware you wass to wright, so I left, with the conclusion of living on the farm next year, as thay wass no application to rent it, and thought it would not do to leave it Idle. Mr. Wright is a going to leave, christmas; he says he can't make nothing on it, hireing is so verry high, and the crops has bin so short this season, on account of the drouth, 10 that thay won't make thear bread for next year. The farm has not hade enny thing; it wants a man with a capital, so he can improve it, and then he can make a living, if he don't hire too many hands. I will try it this season, if I can start money to buy the toolls to work with, and geat a good hand or too, and I want a load or too of manure. Oysters hear is as poor as I ever seen them, and I think thay will keep poor till spring. The sloop smith is working with. I would like to geat clear of her next spring, and our oysters we had best to get clear of them next spring, for they are worth one- 20 half to handle them, they are so many dead and shelly. I think it would be best to let hands take them up on shares, if they geat good this winter, as we have no hands hear to work for us. The money Mr. Decker has in hand for you, It would have pade better to let me had it to planted some oys; thay would have been good in the spring. Pleas write soon.

Yours truly,

B. W. WILSON.

[Envelope attached, directed Mr. Elisha Ruckman, 15 Jay street, New York.]

Exhibit C, No. 8.

Nansmond, Dec., 1868.

Mr. Ruckman—Dear Sir: I was on to see you, but you
 was not home, and they did not expect you in several weeks,
 and I could not find way you was to write, so I left with
 the conviction of living on the farm next year, as that was
 an application to rent it, and thought it would not be to leave
 it till Mr. Wright is a going to leave Christmas, he says
 he can't make nothing on it, farming is so very hard, and the
 more has him so short this season, on account of the drought,
 that they won't make their bread for next year. The farm
 has not made any thing; it wants a man with a capital, so
 he can improve it, and then he can make a living, if he don't
 have too many hands. I will try it this season, if I can start
 money to buy the tools to work with, and get a good hand
 or two, and I want a load or two of manure. Oysters bear
 a poor as I ever seen them, and I think they will keep
 good till spring. The sloop Smith is working with, I would
 like to get clear of her next spring, and our oysters we had
 had to get clear of them next spring, for they are worth one-
 half to handle them, they are so many dead and shelly. I
 think it would be best to let hands take them up on shares,
 if that cost good this winter, as we have no hands here to
 rent for us. The money Mr. Becker has in hand for you,
 it would have been better to let me had it to plant some oys;
 they would have been good in the spring. Please write soon.
 Yours truly,
 B. W. Water.

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Yours

B. W. Water

Witness my hand and seal this 15th day of December, 1868.
 John R. Beck, Clerk of the Court.



