

New Jersey Court of Errors and Appeals.

WILLIAM L. EARL

v.

REBECCA N. EARL and STACY B.
 READ and ANNA his wife, surviving
 administrators of John Earl, dec'd,

} *In Error to the Supreme Court.*

THIS action was originally commenced by John Earl, against William L. Earl, in the inferior court of common pleas of the county of Burlington, by writ of *scire facias*. The plaintiff declared as follows:

BURLINGTON COUNTY, *to wit*: The State of New Jersey sent to the sheriff of the county of Burlington its writ close in these words, to wit: *Burlington county*, to wit: The State of New Jersey to our sheriff of our county of Burlington, greeting: Whereas John Earl, lately, in our inferior court of common pleas in and for the said county of Burlington, by our writ and by the judgment of the same court, recovered against the said William L. Earl twelve thousand dollars of debt, and also four dollars, which were adjudged to him for his damages which he had sustained, as well by occasion of the detention of that debt as for his costs and charges, by him about his suit in that behalf expended, whereof the said William L. Earl is convicted, as appears to us of record: and whereas, by our writ of *feri facias*, upon the said judgment awarded and prosecuted, we lately commanded Samuel Haines, esquire, then being sheriff of the said county of Burlington, that of the goods and chattels of the said William L. Earl, in his county, he should cause to be made the debt and damages aforesaid, in form aforesaid recovered and adjudged; and if sufficient goods and chattels of the said William L. Earl could not be found in his county, whereof the debt and damages aforesaid could be made, then the said Samuel Haines was thereby further commanded that he should cause the whole or the residue, as the case might require, of the said debt and damages to be made of the lands, tenements, hereditaments, and real estate whereof the said William L. Earl was seized on the third day of April, in the year of our Lord one thousand eight hundred and twenty-one, or at any time afterwards, in whose hands soever the same might then be; and that he should have those moneys before the judges of our said court, at Mount Holly, on a certain day, now passed, to render to the said John Earl, for his debt and damages aforesaid; and our said sheriff of our said county of Burlington, on that day, returned to the said judges of our said court, that by virtue of the said writ, he had levied on several plantations and tracts of land, iron works, grist mill, saw mill, and pine lands, horses, cows, sheep, and hogs, household goods and farming utensils, and generally all the defendant's property, both real and personal, subject to prior encumbrances, value one dollar, as by the said writ of *feri facias*, and return thereof, now remaining in the

office of the clerk at Mount Holly, more fully appears. And whereas our judges aforesaid, at Mount Holly aforesaid, have been given to understand that the said Samuel Haines, esquire, former sheriff of the county of Burlington aforesaid, hath died without discharging the duties of his office by a sale of the personal and real estate levied on as aforesaid, whereby the said John Earl remains unsatisfied, and hath besought of us a remedy in this behalf, and we being willing that those things which have been rightly acted in our said court should be carried into due execution, and in pursuance of the statute in such case made and provided, do command you, our present sheriff of our said county of Burlington, that, by good and lawful men of your county, you make known to the said William L. Earl to be and appear before our said judges of our said court of common pleas, at Mount Holly aforesaid, on the second Tuesday of February next, to show cause, if any he have, why the personal and real estate so levied on should not be sold, or such part thereof as may be sufficient to satisfy the moneys contained in the said execution, and thereby directed to be made; and in what manner you shall execute this writ, make appear, to the judges aforesaid, at the day and place aforesaid. And have then there this writ. Witness, Thomas Swaim, esquire, judge of our said court at Mount Holly, the first Tuesday of November, in the year of our Lord one thousand eight hundred and thirty-three. John R. Slack, clerk. At which day, before the judges aforesaid, at Mount Holly aforesaid, came the said John Earl, by Garret D. Wall, his attorney, and John W. Fennimore, esquire, the sheriff of the county of Burlington aforesaid, thereupon returned to the said judges, that the said William L. Earl had not any thing in his county whereby he could give him notice, as by the said writ he was commanded, nor was he, the said William L. Earl, found in his county. And the said William L. Earl came not. Therefore, as it was before commanded to the said sheriff, that by good and lawful men of his county he should make known to the said William L. Earl that he should be and appear before our judges of our said court of common pleas, at Mount Holly aforesaid, on the fourth Tuesday of May, then next, to show, in form aforesaid, cause, if any he has, why the personal and real estate so levied on should not be sold, or such part thereof as may be sufficient to satisfy the moneys contained in the said execution, and thereby directed to be made; and further, &c.; and the same day was given to the said William L. Earl, then, &c.; at which last mentioned day, before the judges aforesaid, comes the said John Earl, by his attorney aforesaid; and the said John W. Fennimore, esq., sheriff as aforesaid, returns that the said William L. Earl hath not any thing in his county where or by which he can give him notice, as by the said last mentioned writ he was commanded, nor is he found in the same; and it now here appearing to the said judges that the said William L. Earl hath removed out of the jurisdiction of this court, and that the said John Earl hath caused the said last mentioned writ to be published four successive weeks in the Burlington

County Herald, a newspaper printed at Mount Holly aforesaid, as near the last residence of the said William L. Earl as can be conveniently ascertained; and thereupon the said William L. Earl, being solemnly called, comes by Abraham Brown, esq., his attorney; and hereupon the said John Earl prays that the personal and real estate so levied on may be sold, or such part thereof as may be sufficient to satisfy the moneys contained in the said execution, and thereby directed to be made, according to the force, form, and effect of the statute in such case made and provided.

To this declaration the defendant pleaded in bar of the action—

1st. That Samuel Haines, esq., former sheriff of the county of 10
Burlington, in the declaration of the said plaintiff mentioned, did, in his lifetime, discharge all the duties of his office of sheriff of the county of Burlington, under and in respect of the writ of execution of *feri facias* in the said declaration mentioned, by means whereof the said John Earl was fully satisfied the debt and damages in the said writ of execution mentioned.

2d. That the said William L. Earl, after the recovery of the said judgment, and before the exhibiting of the said writ of *scire facias*, paid and satisfied to the said John Earl the moneys recovered by the said judgment, with all interest and costs accrued thereon, 20
except the sum of \$203.

3d. Tender of the said residue of \$203, with a *profert in curia* of the sum tendered.

The plaintiff, by his replication, traversed each of the said pleas, and thereupon issues were joined.

Upon these issues the cause came on for trial before the Burlington pleas, at February term, A. D. 1835, when the jury, by their verdict, found in favour of the defendant, William L. Earl, upon each of the issues joined between the parties; and judgment was thereupon entered accordingly. 30

This judgment was removed into the supreme court, at the instance of John Earl, by writ of error; and the judgment of the court of common pleas thereupon reversed by the supreme court.

After the cause was removed into the supreme court, the plaintiff, John Earl, died, and the action was revived in the names of his administrators, William L. Earl, Rebecca N. Earl, and Anna W. Burrough. Since that time William L. Earl, one of said administrators, having also died, and Anna W. Burrough having intermarried with Stacy B. Read, the cause has been revived and continued in the names of Rebecca N. Earl and Stacy B. Read 40
and Anna his wife, surviving administrators of John Earl, deceased.

The cause again came on for trial before Joseph F. Randolph, esq., one of the justices of the supreme court, at the Burlington circuit, on the third Tuesday of August, A. D. 1845.

On the trial the defendant tendered the following bill of exceptions, which was sealed by the court, *to wit* :

NEW JERSEY SUPREME COURT.

Rebecca N. Earl and Stacy B. Read }
and Anna his wife, surviving administrators of John Earl, dec'd, } *On scire facias.*
 v.
William L. Earl, }

Be it remembered, that at a circuit court holden at Mount Holly, in and for the county of Burlington, before the honourable Joseph F. Randolph, one of the justices of the supreme court of judicature of the state of New Jersey, according to the form of the statute in such case made and provided, on the third Tuesday of August, in the year of our Lord one thousand eight hundred and forty-five, the issues joined in this cause came on to be tried; at which day, before the said justice, came the parties aforesaid, by their respective attorneys; and the jurors of the jury, whereof mention is within made, being duly summoned, also come, who to speak the truth of the said issues, being chosen, tried, and some of them who severally alleged that they were conscientiously scrupulous of taking an oath, being solemnly affirmed according to law, and the others of them sworn.

And thereupon the said defendant, in support of the issues joined on his part, did prove and give in evidence the following receipts and papers, *viz* :

1. Receipt, 6th October, 1821, for \$1621.78, signed by Samuel Haines, late sheriff.

2. Receipt, 18th March, 1826, for \$184.31, signed by Samuel Haines, former sheriff.

3. Receipt of John Earl, dated April 29th, 1822, for \$300.

4. Receipt of John Earl, dated April 5th, 1825, for \$100.

5. Receipt of John Earl, dated April 16th, 1823, for \$321.76.

6. Receipt of John Earl, dated April 19th, 1824, for \$287.60.

7. Receipt of John Earl, dated March 25th, 1825, for \$5083, (*Note A.*)

8. Draft of Charles Corey in favour of John Earl, October 12th, 1825, on Hanover furnace, for \$250.

9. Like draft, December 16th, 1825, for \$100.

It was admitted by the plaintiffs that John Earl received of the defendant a carriage, valued at thirty dollars, to be credited on the interest.

The defendant then offered in evidence—

*John W. Cox*e, a witness, whose testimony was by consent read from the printed state of the case, prepared from the notes of a former trial, as follows: That on Tuesday last, at *Campion's* inn, in this town, he was accidentally present, and heard a conversation between plaintiff and John Black; when John Black submitted to the plaintiff a statement, marked Exhibit No. 1, (*Note B*) and asked him if that was not the statement exhibited at the settlement; and plaintiff said that it was, and it was the balance, as near as he could recollect. The principal dispute between them was in respect to

a carriage. There was nothing said about the form or the items of

the statement. There was nothing said about any execution, or what the settlement related to. The statement referred to in the testimony of John W. Coxe was then read in evidence.

The defendant here rested.

The plaintiffs then, in support of the issues joined on their part, offered, and gave in evidence—

1. Printed advertisement of the sale of the farm of William L. Earl, in No. 320 of the *New Jersey Mirror*; advertisement dated October 27, 1824, and signed by John Black and Mark Richards.

2. Deed from John Black and Mark Richards, attorneys, to John Earl, dated March 25, 1825, and acknowledged by John Black on the ninth day of November, and by Mark Richards on the twenty-fifth of November, in the same year.

3. Notice of January 26, 1825, to John Black, signed by John Earl, (*Note C.*)

4. Exemplified copy of letter of attorney, from William L. Earl, and Evelina his wife to Mark Richards and John Black, dated March 18, 1825, recorded in the clerk's office, Burlington county, May 1, 1826.

5. Agreement between John Black and John Earl, dated 5th 20 May, 1827, (*Note D.*)

6. Exemplification of judgment, Den on the demise of Atkinson and others against John Earl; judgment 10th May, 1831.

7. Rule of the supreme court, of November term, 1831, amending demise in *Den v. Earl*.

8. Deed from John Earl and wife to John Dobbins, bearing date 6th August, 1813, for two acres, being part of the twelve acres not covered by the Burr title.

9. Bond and warrant of attorney from William L. Earl to John Earl, dated 3d June, 1819, conditioned for the payment of \$6000, with interest, in one year.

10. Exemplification of judgment entered upon said bond, in favour of John Earl, against William L. Earl, 3d April, 1821.

11. Exemplification of execution upon said judgment; returnable May term, 1821.

The plaintiffs here rested.

The defendant then, in support of the issues joined on his part, further offered in evidence—

Conditions of sale of the farm of William L. Earl, dated 24th November, 1824.

Joseph White, a witness, whose testimony was by consent read from the printed state of the case, prepared from the notes of a former trial, when he testified—That he is acquainted with the farm in question. At the time of the sale thereof to John Earl it was tenanted by Aaron Haines, and he was succeeded by John B. Burr. William L. Earl was reputed to be the owner; and John Black and Mark Richards, as his attorneys, made a public sale of said farm on 24th November, 1824, in pursuance of public advertisement. I cried the vendue, and struck it off to John Earl, for \$26 per acre. After it was struck off John Earl gave them the privi- 50

lege of selling it for more, if they could; and I suppose that was the reason he did not sign the conditions. He did not want the land, he wanted his money. On the 26th March, 1828, I distrained for John Earl for rent due for the premises from John B. Burr. After the subpœna in this case was served on me, and before I saw John Black, plaintiff came to my store; I told him I was subpœnaed in this case, and I did not know for what, except to prove the sale. He said that at the time of the sale he did not want the property, and told them they might sell it, if they could. Black
 10 found a purchaser, Isaac Shinn, and he and Shinn went on the farm, and plaintiff found it so much better than he expected, he determined to take the deed himself. Black wanted him to give it up, and he refused, and he concluded to take the deed, and had taken it, and he made up his mind to take it himself, and if there was any bargain, he was to have it himself. It was through John Black. He said he had a right to take it, and he would take it.

And being cross-examined, says, that the farm mentioned is the same one recovered of John Earl by the Burrs. Twelve acres of it was not covered by the Burr title. In the conversation before
 20 detailed, John Earl stated, that, after having the deed some time, and hearing of the Burr claim, he consulted William Griffith, who told him that the title of William L. Earl was not good, and that the attorneys had no authority to convey what title he had; and, under his advice, he sent the deed back to John Black, who, after keeping it for some time, sent it back. He told me that the property afterwards was recovered of him by the Burrs, except twelve acres.

Isaac Shinn, a witness, whose testimony was by consent read from the printed state of the case, prepared from the notes of a
 30 former trial, when he testified—That he knows the premises, and went over them with the plaintiff, with the view of purchasing it, in the fall, September or October, 1825. He told me that the price would not be over \$30, but he could not tell exactly until he saw John Black. I rather agreed to take it off his hands. He told me that he had agreed for it, but had not got the deed. I was willing, and expected to take it at \$30 per acre. I saw him a second time, about a month afterwards; he told me that he had not got his deed, nor seen Black yet; I asked him if it would be right for me to mention it to Black, and he said yes. On my way home I met
 40 Black, and mentioned it to him. He said it would be all right, and he would take it on himself to go over and see Earl. He told me the price plaintiff was to give was something under \$30; and if I would come up that evening to his house, he would then let me know about it. When I first saw Black, he said that if I agreed with the plaintiff, all he had to do was to put my name in the deed, in the place of the plaintiff's. When I called at Black's he told me he had seen Earl, and he concluded to keep the place himself, and I need not trouble myself further about it.

And being cross-examined, says—That at the time he was chaffer-
 50 ing for this place he had heard nothing about the Burr claim, and

should have expected the title to be good, and come in plaintiff's shoes. I offered to pay cash to plaintiff, and had the money at my command to do so.

William Warner, a witness, whose testimony was by consent read from the printed state of the case, prepared from the notes of a former trial, when he testified—That he has been on this farm several times after John B. Burr had been there, some time towards the last part of his time; met plaintiff in the road, he got out of his wagon and came to mine; he told me he wanted Burr to pay him his rent. I told him Burr was a free man, very little relation to me; I could not make him, but I would advise him to do so. He then told me he had bought the farm, and given John B. Burr possession of it, and he wanted to have his rent. It had cost him a good deal of money, and he wanted to get the money as quick as he could cleverly. I saw Burr, and after that I met Earl once or twice, and he repeated pretty much the same thing to me. I told plaintiff Burr had said he would try and make him up the money, but Dick Burr claimed the rent, and he was afraid. Plaintiff told me he got Thomas Earl to go forward, and get Burr to rent the farm. He was afraid Black would find it out; he did not want to be known in the matter. He had heard John B. Burr wanted a farm, and he got Thomas Earl to go to people to go over the river to John B. Burr, and get him to take it. Burr went into possession the latter part of March, 1826. Burr told me that word had come for him to take possession immediately. He went, took possession, made up fires, and spent part of the day. Thinks Burr moved afterwards, on first of April. 10

And being cross-examined, further testified—That Burr staid two years on the place. When White levied the landlord's warrant for the last year's rent, by persuasion of Neal and sheriff Clark, I 30 became security in a replevin bond for John B. Burr, at the suit of John Earl. Plaintiff sued me, and I had to pay \$310 for last year's rent. Burr was there two years; the first year he paid no rent. James Dubell went in after Burr, and I believe is there still.

The defendant then offered in evidence—

1. Letter of attorney, from William L. Earl and Harriet his wife to John Black and Mark Richards, bearing date 10th May, 1821, (*Note E.*)

2. Letter of attorney, from William L. Earl and Evelina his wife to Mark Richards and John Black, bearing date 18th March, 1825. 40

3. Landlord's warrant, from John Earl to Joseph White, bearing date 26th March, 1828, to distrain for rent due from John B. Burr.

The defendant then offered in evidence—

Stephen Warner, a witness, whose testimony was by consent read from the printed state of the case, prepared from the notes of a former trial, when he testified—That he is acquainted with the plaintiff, and he assisted John B. Burr, while in possession of the premises in question as tenant, in farming. He went into posses- 50

sion the latter part of March, 1826, and remained there two or three years. Can't say by whose authority he went into possession. Plaintiff pressed me to know what Burr meant to do about the rent, and told me that he had obtained a deed, and the property was his, and he had paid better than \$5000 for it; and the rent was his, and that John B. Burr must and should pay him the rent. I recollect his speaking to me once at town meeting, once at Jobstown, and last spring at Mount Holly. Can't tell the times. He crowded me very hard, and I thought hard of it.

10 *Thomas Haines*, esq., a witness whose evidence was by consent read from the printed state of the case, as follows: That on 15th October, 1832, plaintiff applied to him for a summons against Aaron Haines, for interest on rent for the last year he occupied the farm in question. The rent was paid to him by Charles Corey, but the interest on the rent was not paid; it amounted to between twenty and thirty dollars. Plaintiff admitted that he had received two years' rent from Dubells. The action was discontinued. Plaintiff is in possession of the whole farm, and in the spring of 1832 he run off 25.14 acres, and sold it for \$50 per acre—the wood.

20 The defendant then offered—

Charles Jobs, as a witness, whose testimony was by consent read from the notes of a former trial (in 1842), as follows: I lived on this farm one year, went there four years ago this spring. I did not occupy the twelve acres, it was sold by the heirs of John Earl to William Shinn (twelve acres excepted). William Shinn and I divided the farm between us. Stephen Combs moved away when I went there; he cut the crop of rye on the twelve acres. He farmed the whole of that farm under the heirs of Earl. Part of the twelve acres is on one side of the farm, part on the other. William Shinn
30 farmed the part on his side the year after Combs left. I could not say that I had possession of it, though it was in my field, and the part on the other side was in Shinn's field.

And being cross-examined, further testified—Earl's heirs never offered to sell the twelve acres to us.

William Warner, jun., a witness whose testimony was by consent read from the notes of a former trial: I have lived adjoining this farm about nine years; Combs occupied it three or four years. I have seen corn once on the twelve acres, and rye once, while he lived there. While Jobs' son Daniel lived there he had two crops
40 off of it. Combs came on after James Dubell. The twelve acres were farmed, I believe, as the rest of it was. Thomas R. Lacy bought the part of Jobs, and has the twelve acres fenced in, but does not use it.

And being cross-examined, further testified—There is an outside fence; the twelve acres is not fenced off, and never has been; Stephen Combs rented this twelve acres of John Earl for one half the produce, and I have seen John Earl cart corn off it.

James Dubell, a witness, whose testimony was by consent read from the notes of a former trial (in 1842), testified as follows: I
50 moved on the farm in question the same spring John Burr moved

off; have been off seven years this spring; I took possession of John Earl, and held under him all the time; I paid three hundred dollars per year. I held the twelve acres with the rest of the farm, and farmed it when its turn came in, as any other part.

The defendant then rested.

The plaintiffs, in further support of the issues joined on their part, then offered—

Samuel R. Hamilton, a witness, whose testimony was by consent read from the printed state of the case, prepared from the notes of a former trial, when he testified—That he was substituted 10 attorney for the Burrs before they obtained judgment against John Earl for the premises in question, and assisted as one of their counsel on the trial. Was present at the compromise between them and John Earl; he gave them \$4500, and they agreed to release to him their title and all damages. I had orders to issue *hab. fac.*, and should have done so but for the compromise. It was not issued.

The plaintiff then offered the following papers—

1. Deed from ——— to John Earl, dated 17th February, 1832, acknowledged on the 20th February, in the same year, and recorded 20 May 17, 1838.

2. The record of a deed from Nathan Atkinson to Richard S. Burr, bearing date 7th November, 1826.

The plaintiffs then rested.

Both parties having rested, the court, at the instance and request of the counsel of the plaintiffs, charged the jury as follows, *viz* :

1. That the letter of attorney from William L. Earl and Harriet his wife, dated May 10, 1821, is no authority for the execution of the deed executed by John Black and Mark Richards, attorneys, &c., to John Earl, dated 25th March, 1825.

2. That there is no evidence in the cause sufficient to warrant 30 the jury to find a delivery to, and acceptance by John Earl of the said deed of the 25th of March, 1825.

3. That the deed executed by John Black and Mark Richards, attorneys, &c., to John Earl, dated 25th March, 1825, is inoperative and void; that it passes no title whatever to the said John Earl; that the letter of attorney from William L. Earl and Evelina his wife is not competent to support said deed; and that the said deed and letter of attorney should be disregarded by the jury.

4. That the receipt from John Earl to John Black and Mark Richards, attorneys of William L. Earl, dated 25th March, 1825, 40 for \$5083, ought not to be credited upon the judgment of the said John Earl; but that the jury ought to render a verdict in favour of the plaintiff for the amount of the judgment against William L. Earl, with interest, deducting the payment proved to have been made on account of the said judgment, but not deducting the said sum of \$5083, specified in the receipt of March 25, 1825.

Whereupon the defendant, by his counsel, did then and there except to the said charge of the said court, and every part thereof, and insist that the same is contrary to law and unlawful, and there-

upon prayed that this, his bill of exceptions, may be allowed and sealed, and it is sealed accordingly.

JOS. F. RANDOLPH. [L. S.]

The jury upon the last trial found a verdict in favour of the plaintiffs below for the sum of \$—, and upon the coming in of the *postea* at the term of October, A. D. 1845, the supreme court rendered judgment against the defendant, William L. Earl. And thereupon the said William L. Earl removed the cause into this court by writ of error, and, by his counsel, assigned for error—

1. That the justice of the supreme court, on the trial of the
10 cause, charged the jury as stated and set forth in the bill of exceptions, whereas by law the said justice ought not so to have charged the jury; and that the said charge, in all and each particular, is unlawful, and ought not to have been made.

2. That the verdict on the said trial was given for the plaintiffs below against the said William L. Earl; whereas, in case the said justice had not given the said unlawful charge to the jury, the verdict should and ought to have been given for the said William L. Earl against the said plaintiffs.

3. That the judgment of the supreme court was given for the
20 plaintiffs below against the said William L. Earl; whereas, by the law of the land, judgment should and ought to have been given for the said William L. Earl against the said plaintiffs.

The defendants joined in error.

NOTES.

Note A.

*Copy of receipt, being No. 7, offered in evidence by defendant.
(Page 4.)*

Received, 25th March, 1825, of Mark Richards and John Black, attorneys of William L. Earl, five thousand and eighty-three dollars, it being the consideration money for the farm in the township of Northampton.

\$5083.

JOHN EARL.

Note B.

*Statement, marked Exhibit No. 1, referred to in John W. Cox's testimony.
(Page 4.)*

BURLINGTON PLEAS.

<p><i>John Earl</i> v. <i>William L. Earl,</i></p>	}	fi fa. de bonis, in debt. Neale, Att'y. Retble May T. 1821.
Principal of bond,		\$6000.00
Interest from the 3d of June, 1819, to the 3d of April, 1821,		770.00
Costs,		5.00
		\$6775.00
Interest until paid, Vend. exps.,		3.00
		\$6778.00

Dear Sir,

The above is a statement from my docket. The interest I leave for you to calculate. If William L. Earl has paid any part of the above, he must have paid it to the plaintiff, as I have no recollection of receiving or paying any part of it.

My costs will be about 160 or 70 dollars—that will depend on the time it is settled.

SAMUEL HAINES, *late Shff.*

John Black, esq.

					300
	195 ½ acres				321.76
	26				287.40
	<hr/>				100.00
	1170				30
	390				250
	13				100
	<hr/>				<hr/>
		321.76			1389.16
	5083	287.40			
	709.16				5273.23
	<hr/>	609.16			7
	5792.16	100			<hr/>
Carriage	30.00	709.16		6 ½	369.12.61
	<hr/>			4 ½	2
	5822.16				<hr/>
					738.25.22
					184.56
					123.04
					26.67
					<hr/>
	6000				1072.51
	7				5273.23
1-12	<hr/>				<hr/>
4 ½	420.00				6345.74
	2				<hr/>
	840.00				5822.16
	<hr/>				25 March, 1825.
3-10	140.00	35.00			<hr/>
	3.50				523.58
	<hr/>				7
	983.50				<hr/>
	6000			6 ½	36.65.06
	<hr/>				<hr/>
	6983.50				18.37
Paid by the	} 1621.78	Oct. 6, 1821.			523.58
Sheriff.					<hr/>
	5361.72				541.95
	7				250.00
	<hr/>				25 Sept. 1825.
6 ½	37532.04	10 ½	31.11		<hr/>
	<hr/>				291.95
	187.66	10 ½	10.37		100.00
	23.85	3-10	10.37		<hr/>
	<hr/>		3.11		191.95
	211.51				7
	5361.72	23.85		2)	13.43.65
	<hr/>				<hr/>
	5573.23				6.71.8
	300.00	April 29, 1822.			191.95
	<hr/>				<hr/>
	5273.23				198.66—due 25 March.

Note C.

Notice of January 26, 1826, signed by John Earl, to John Black.
(Page 5.)

SPRINGFIELD, January 26, 1826.

Respected Cousin,

I return the deed which was signed by thyself and Mark Richards, as attorneys for Wm. L. Earl, which thee gave to me, at my house, a few weeks prior to this. I hear there is likely to be a claim put in against the property in the deed, and I don't mean to take the land before the matter of this claim is cleared up by Wm. L. Earl or his attorneys, by which it may appear that he or you could convey a good title.

JOHN EARL.

Note D.

Agreement between John Black and John Earl, May 5, 1827.
(Page 5.)

Whereas John Earl, in the inferior court of common pleas in and for the county of Burlington, did cause a judgment to be entered against William L. Earl, as of the term of February, eighteen hundred and twenty-one, on bond and warrant of attorney, and to be signed on the third day of April, in the year aforesaid, for twelve thousand dollars (the penalty of the bond) debt, and four dollars, costs of suit. And whereas John Black and Mark Richards, attorneys in fact of the said William L. Earl, did, by deed dated the twenty-fifth day of March, eighteen hundred and twenty-five, convey to the said John Earl, for the consideration of five thousand one hundred and sixty-one dollars, or thereabouts, a certain plantation, situate in the township of Northampton, in the said county, containing one hundred and ninety-eight acres and a half, or thereabouts, and now in the tenure and occupation of John B. Burr; and the said John Earl did thereupon sign a receipt for the said consideration money, as for so much paid on account of the said judgment. And whereas the said John Earl has since become alarmed in respect to the title of the said plantation, and insists that at the time the said deed was so made to him, the said John Earl, by the said John Black and Mark Richards, as attorneys in fact of the said William L. Earl, they were not legally authorized to make such deed; and that he, the said John Earl, therefore, is not bound to allow a credit on account of the said judgment for the amount of the said consideration money, but that the said judgment is still in as full force and effect, as much a lien upon the estate which the said William L. Earl owned at the time of the entry of the said judgment, as if such conveyance had not been

made. And whereas an action of ejectment hath been instituted in the supreme court of judicature of the state of New Jersey, at the suit of John Den, on the demise of Nathan Atkinson and Lydia his wife, Barzillai Burr and Richard Burr, against Richard Fen, as casual ejector, for the recovery of the said plantation—Now this writing witnesseth, that it is hereby agreed between John Black, for the said William L. Earl, and the said John Earl, for himself, that the said John Earl shall cause himself to be made defendant in the said action of ejectment in the place of the casual ejector, enter into the common rule, and make the best defence he can against the claim of the lessors of the plaintiff. 2d. That all expenses attending such defence shall be borne in equal portions by the said John Black, for William L. Earl and the said John Earl. 3d. That the claim of the said John Earl, under his said judgment, shall not be affected by this agreement, or by the said John Earl causing himself to be made defendant in the said action of ejectment and making defence against the claim of the said lessors of the plaintiff, but that all the rights of the said John Earl, under the said judgment, shall remain in the same situation and not otherwise, that they now stand in—and shall not be in any respect weakened, affected, or destroyed by the said John Earl causing himself to be made defendant in the said action of ejectment, and pleading and making defence against the claim of the said lessors of the plaintiffs.—In witness whereof, the said John Black and John Earl have hereunto interchangeably set their hands and seals the fifth day of May, in the year of our Lord one thousand eight hundred and twenty-seven.

Sealed and delivered in the presence of, the words "action of" being first interlined,

*Aquila S. Ridgway,
Abrm. Brown.*

JOHN BLACK, Att. [L. s.]
JOHN EARL, [L. s.]

Note E.

Letter of attorney from William L. Earl and Harriet his wife to Mark Richards and John Black, dated 10th May, 1821.

(Page 7.)

Know all men by these presents, that we, William L. Earl and Harriet his wife, of the township of New Hanover, in the county of Burlington and state of New Jersey, for divers good causes and valuable considerations, us hereunto especially moving, have and by these presents do nominate, constitute, and appoint Mark Richards, of the city of Philadelphia, in the commonwealth of Pennsylvania, merchant, and John Black, of the township of Springfield, in the county of Burlington and state of New Jersey, afsd.,

our and each of our true and lawful attorneys, for us, and in our and each of our names and to our use, to grant, bargain, sell, and convey, in fee-simple, all and every part and parcel of the houses, mills, lands, tenements, hereditaments, and real estate *whereof we or either of us* are seized, in fee as aforesaid, (except that farm plantation and tract of land upon which we now reside, in the township of New Hanover aforesaid), and which may be situate in the state of New Jersey aforesaid;—and we do authorize our said attorneys to sell all or any part of the *lands aforesaid*, either at public or private sale, as they in their discretion may deem proper and most for our benefit and advantage, and to make, seal, execute, and deliver, to the purchaser or purchasers thereof, good and sufficient deed or deeds of conveyance for the same, so as fully to vest in him or them the fee-simple of the same;—and we do hereby give and grant unto our said attorneys free power and absolute authority to do, act, and perform all and every act, matter, and thing necessary and proper to be done in the premises, in as full and ample manner as we could do were we personally present—hereby ratifying and confirming all that our said attorneys shall and may lawfully do, or cause to be done, in the premises.—In witness whereof, we have hereunto set our hands and seals this tenth day of May, in the year of our Lord one thousand eight hundred and twenty-one.

Signed, sealed, and delivered
in presence of

John Agg,
Joshua S. Earl.

WILL. L. EARL, [L. S.]
HARRIETT EARL. [L. S.]

Note F.

Copy of receipt No. 2, offered in evidence by defendant.
(Page 4.)

2. Receipt, March 18th, 1826, signed by Samuel Haines, former sheriff, in the following words, to wit:

“BURLINGTON PLEAS.

Rec'd. April	} <i>John Earl</i>	} Fi. fa. de bonis, in debt.
4, 1821.		
	} <i>William L. Earl,</i>	

Rtble May term, 1821.

Principal of bond,	\$6000.00
Int. from the 3d of June, 1819,	
to the 3d of April, 1821,	770.00
Costs,	5.00
	<hr/>
	\$6775.00
	<hr/>

6775	Interest until paid,	
2		
<hr/>		
135.50	<i>Sheriff's fees.</i>	
	Centage on \$6775, at 2 per cent.,	\$135.50
	4 years' interest,	37.94
	Service of writ,	1.12
	Atty's costs, \$5.00	
	1.75	
	Vend. exps., 3.00	9.75
		<hr/>
		\$184.31

Received, March 18th, 1826, from John Black, one hundred and eighty-four dollars, thirty-one cents, in full for the sheriff's and attorney's costs on the above stated execution.

SAMUEL HAINES, *former Sheriff*."



