

IN CHANCERY OF NEW JERSEY.

BETWEEN
 JOHN H. STEPHENS, WILLIAM H. CAMP,
Complainants,
 AND
 JOSEPH C. RIGHTER and others, *Defendants.*

} *Bill for Relief.*

To the Chancellor of the State of New Jersey :

Humbly complaining, show unto your honor, your orators, John H. Stephens and William H. Camp, of Newark, in the County of Essex and State of New Jersey, that heretofore, to wit : on the fifth day of October, in the year of our Lord one thousand eight hundred and fifty-two, in the Circuit Court of the County of Morris, by the consideration and judgment of the said Court, your Orators recovered against Joseph C. Righter, of Rockaway, in the County of Morris, and State of New Jersey, the sum of eight hundred and eighty dollars and forty-seven cents, for the damages which your Orators had sustained, as well by the non- 10 performance of certain promises and undertakings by the said Joseph C. Righter, to your Orators, then lately made ; as for the costs and charges by your Orators, in and about that suit laid out and expended, which were adjudged to your Orators in and by the said Court thereof ; the said Joseph C. Righter was convicted as by the record and docket of the said judgment, now in the office of the Clerk of the said Court ; or by an exemplified copy thereof. Reference being thereunto, had and to which, for greater certainty, your Orators pray leave to refer, will more fully and at large appear.

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And your Orators further show unto your honor, that the said judgment so recovered, in manner aforesaid, remaining in full force and effect, and the damages aforesaid remaining unpaid and unsatisfied, your Orators, by James J. Scofield their attorney, on the said fifth day of October, in the year of our Lord one thousand eight hundred and fifty-two, for the purpose of obtaining

satisfaction of the said judgment, sued and prosecuted out of the said Court a writ called a Fieri Facias, directed to the Sheriff of said County of Morris, that being the same County in which defendant resides, by which said writ, the said Sheriff was commanded that of the goods and chattels of the said Joseph C. Righter, within his County, he should cause to be made the said sum of eight hundred and eighty dollars and forty-seven cents, and if sufficient goods and chattels of the said Joseph C. Righter could not be found, that then he should cause the whole or the residue,
 10 as the case might require, to be made of the lands, tenements, hereditaments and real estate whereof, the said Joseph C. Righter on the fifth day of October, one thousand eight hundred and fifty-two, or at any time afterwards, was seized, in whose hands soever the same might be and that he should have that money before the judge of the said Court, on the fourth Tuesday of December next, to render unto your Orators for their damages aforesaid, and that he should have then there that writ.

And your Orators further show unto your honor, that the said writ before the delivery thereof, to the said Sheriff was duly endorsed with a direction for the said Sheriff to levy the sum of
 20 eight hundred and eighty dollars and forty-seven cents, with interest from the said fifth day of October, in the year of our Lord one thousand eight hundred and fifty-two, besides his fees, and that the said writ so endorsed as aforesaid, afterwards to wit : on the said fifth day of October, in the year of our Lord one thousand eight hundred and fifty-two, having been duly recorded, was delivered to the said Sheriff to be executed in due form of law.

And your Orators further show unto your honor, that the said
 30 Sheriff on the tenth day of December, in the year of our Lord one thousand eight hundred and fifty-two, returned the said writ to him in that behalf directed and delivered as aforesaid, with his return endorsed thereon as follows, viz :

“ The execution of this writ will appear by the levy annexed [signed] Abraham Tappen, Sheriff, which is as follows, viz : By virtue of the within writ hereto annexed to me directed, I have signed and levied on the following property of the within named defendant ; 1st, lot situated in the township of Rockaway, County of Morris, and State of New Jersey, and described in a deed
 40 of conveyance from the Executors of Titus Berry deceased, to

Joseph C. Righter, bearing date the first day of March, A. D. 1831, and recorded in the Morris County Record of Deeds, (Liber A. 3, folios 72 and 73,) containing 53 acres and 16-100 of an acre of land, be the same more or less. The 2d lot is situate in the township of Rockaway, County and State aforesaid, and is described in a deed of conveyance from Samuel B. Halsey and wife, to Joseph C. Righter, dated the 8th day of April A. D. 1836, and recorded in the Morris County Register of Deeds, (Liber K. 3, folios 530 and 531,) containing 4 acres and 52-100 of an acre of land, be the same more or less. The 3d lot is situate in the township, County and State aforesaid, is described in a deed of conveyance from John D. Jackson and wife, to Joseph C. Righter dated 26th of December, A. D. 1835, and recorded in the Morris County Register of Deeds, (Liber K. 3, folios 164, 165 and 166,) containing 11 acres and 47-100 of an acre of land, be the same more or less. The 4th tract situate as aforesaid, and described in a deed of conveyance from Samuel B. Halsey and wife, to Joseph C. Righter, dated June 1st A. D. 1839, and recorded in the Morris County Register of Deeds, (Liber H. 3, folios 47, 48 and 49,) containing 2 acres and 56-100 of an acre of land, be the same more or less. The 5th tract is situated in the township of Rockaway, County and State aforesaid, and described in a deed of conveyance from Peter Righter, and Sally his wife, dated the 2nd day of June A. D. 1832, and recorded in the Morris County Record of Deeds, (Liber C. 3, folios 348 and 349,) containing 1-100 of an acre of land, be the same more or less. 6th tract is situate in the township of Rockaway, County and State aforesaid, described in a deed of conveyance from Joseph DeCamp, and Sophia C. his wife, to Joseph C. Righter dated 18th of June A. D. 1845, recorded in the Morris County Record of Deeds, (Liber F. 3, folios 505, 506 and 507,) containing 20-100 of an acre of land, be the same more or less. The 7th tract is situate in the township of Rockaway, County and State aforesaid, and described in a deed of conveyance from Joseph DeCamp, and Caroline his wife, to Joseph C. Righter dated the 9th day of April A. D. 1840, and recorded in the Morris County Register of Deeds, (Liber H. 3, folios 45, 46 and 47,) containing 20-100 of an acre of land, be the same more or less. The 8th tract is situate in the township of Rockaway, County and State aforesaid, and described 40

ed in a deed of conveyance from William Waer and wife, to Joseph C. Righter dated the 10th day of April, A. D. 1840, and recorded in the Morris County Record of Deeds, (Liber H. 3, folios 444 and 445, containing 1 acre of land, be the same more or less. The 9th tract is situate in the township of Rockaway, County and State aforesaid, and described in a quit claim deed from Samuel Hicks and wife, to Joseph C. Righter, dated 22d of May, A. D. 1834, and recorded in the Morris County Record of Deeds, (Liber G. 3, folios 117 and 118,) containing
 10 1 acre and 60-100 of an acre of land, be the same more or less. The 10th tract is situate in the township of Rockaway, County and State aforesaid, on which is the dwelling and store occupied by the defendant, bounded on the north by the main road, through Rockaway to Dover, on the south by lands of Michael Righter and Joseph C. Righter, on the east by Hubble Stickle, on the west by lands of Joseph C. Righter, containing 10-100 of an acre of land, be the same more or less. Also, on the following described lots of land and premises, situate in the township of Rockaway, County and State aforesaid, and described in a deed
 20 of conveyance from John P. Congar and wife, to Joseph C. Righter dated the 8th day of March, A. D. 1827, and recorded in the Morris County Record of Deeds, (Liber T. T., page 487,) containing in the 1st lot mentioned in said deed 38-100 of an acre of land, and in the 2d lot mentioned in the said deed 73-100 of an acre of land, be the same more or less, value one dollar, [signed,] Abraham Tappan, Sheriff."

As by the said writ and the directions, and the return endorsed thereon as aforesaid, filed in the office of the Clerk of the said Court, on the 10th day of December, in the year one thousand
 30 eight hundred and fifty-two, will more fully appear, and to which or to an exemplified copy thereof, your Orators pray leave to refer. Of all which matters herein above stated, relating to the recovery of the said judgment, the issuing of the said writ and the return thereof, your Orators have been informed by James J. Scofield, Esq., their Solicitor in this cause, and your Orators believe the same to be true, and your Orators further show unto your honor, that as they have been informed and believe to be true, the said judgment still remains in full force and effect, not reversed or satisfied or otherwise vacated, and that the said Joseph C.

Righter hath not paid the same to your Orators, but hath hitherto wholly neglected and refused to do so.

And your Orators further show unto your honor, that there is now actually and equitably due to your Orators upon the said judgment, the sum of eight hundred and eighty dollars and forty-seven cents, besides interest thereon and Sheriff fees, as aforesaid and over and above all just claims of the said Joseph C. Righter, by way of offset or otherwise.

And your Orators further show unto your honor, that they have reason to believe and do believe that the said Joseph C. Righter hath equitable interest, things in action or other property of the value of one hundred dollars and more, exclusive of all prior just claims thereon, which your Orators have been unable to discover and reach by execution on the said judgment.

And your Orators further show unto your honor, that as they have been informed and believe to be true, the said Joseph C. Righter hath considerable amount of money, or of legal or equitable debts, claims or demands due to him from different persons whose names are unknown to your Orators, consisting of book accounts, due bills, drafts, checks, promissory notes, bonds, mortgages, judgments, or other securities, or things in action, or that Joseph C. Righter hath money or other personal property either in possession or held in trust for him the situation, value, and particulars of which are unknown to your Orators, and that your Orators are fearful that the said Joseph C. Righter will make way with or place the same beyond the control of this Court, or of a Court of Law.

And your Orators further show unto your honor, that this bill of complaint is not exhibited by collusion with the said Joseph C. Righter, or any other person, or for the purpose of protecting the property and effects of the said Joseph C. Righter, or any part thereof against the claims of other creditors; but for the sole purpose of compelling payment and satisfaction of the money due upon the aforesaid judgment.

And your Orators further show unto your honor, that they have reason to believe, and therefore charge that the said Joseph C. Righter, at the time of the rendition of the judgment aforesaid, possessed, owned, or had, or now possesses, owns, or has some interest in some real estate or chattels real, or in some personal property in possession, reversion, or remainder of some name or 40

kind beside that levied on as aforesaid, or has some interest in some lease or leases, mortgage or mortgages, lien or liens on land, or lease hold, estate of some name or kind, or that he is possessed of, or entitled to some stock, public or private, in some bank or government fund, insurance company, or some other company or companies, chartered or unchartered, or that he has partners or otherwise interested with some other person or persons in the business or adventures, or interested in some business or partnership, or that he is interested in some property, or thing, or things,
 10 in possession or action of some name or kind in the stock of some bank or company in the city of New York or some other place, but of what in particular your Orators are ignorant, and pray a full disclosure and discovery in the premises from the said Joseph C. Righter, of all the particulars thereof.

And your Orators further show unto your honor, that they believe and charge that the said Joseph C. Righter, at the time of the rendition of the judgment aforesaid, had or owned, or now has or owns some debt or debts, due or owing to him from some person or persons in the United States or elsewhere, or that he is
 20 interested in some demand or demands, claim or claims of some name or kind, on one or more person or persons, company or companies, government or governments, or that he is interested in some bills of exchange, promissory note or notes, check or checks, certificate or certificates of stock or contract for the sale or purchase of stock, bond or bonds, of some name or kind, or has some money or bank notes, or bills or notes of some kind or other which are intended to pass as money, but of which in particular your Orators are ignorant, and pray from the said Joseph C. Righter a full disclosure and discovery in the premises of all the
 30 particulars thereof; or that there is or are one or more person or persons unknown to your Orators, who hold some real or personal estate or property, or interest therein, or something in action, in trust for the said Joseph C. Righter, or for his benefit in possession, reversion or remainder, proceeding either from the said Joseph C. Righter, or from some other person, by devise, grant, assignment or in some other manner for his benefit, or from some clause in some deed or assignment, creating a trust in his favor or in some other manner. of the particulars of which your Orators are ignorant, and pray from the said Joseph C. Righter a full
 40 disclosure and discovery in the premises.

And your Orators further show unto your honor, that Charles C. DeHart, of the County of Morris, on the first day of March, in the year of our Lord one thousand eight hundred and fifty-two, recovered a judgment against the said Joseph C. Righter, in the court for the trial of small causes, before Jacob Powers, Esq. one of the justices of the peace, of the County of Morris, for the sum of one hundred dollars of debt, and forty-nine cents costs of suit, and that such proceedings were thereupon had; that afterwards, on the eighteenth day of March, in the year of our Lord one thousand eight hundred and fifty-two, the said judgment was ¹⁰ docketed in the Morris County Court of Common Pleas, as appears of record, and an execution issued thereon against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said County of Morris, directed to the Sheriff of the said county, returnable to April term of the said court, in the year last aforesaid, and that the same was duly recorded, and on the nineteenth day of March, in the year last aforesaid, delivered to the said Sheriff to be executed according to law.

And your Orators further show unto your honor, that Nancy Kitchell, of the said county of Morris, on the second day of March, ²⁰ in the year last aforesaid, also recovered a judgment against the said Joseph C. Righter, in the Court for the trial of small causes, before Jacob Powers, Esq., one of the Justices of the Peace of the said county, for the sum of ninety-nine dollars and ten cents of debt, and forty-nine cents costs of suit, and that such proceedings were thereupon had, that, afterwards, on the eighteenth day of March, in the year last aforesaid, the same was docketed in the Morris County Court of Common Pleas, as appears of record, and an execution issued thereon, directed to the Sheriff of the said County, returnable to the term of April of the said Court, in the ³⁰ year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the nineteenth day of March, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law.

And your Orators further show unto your honor, that Middleton Bell, of the said county, on the sixteenth day of March, in the year last aforesaid, also recovered a judgment against the said Joseph C. Righter, in the Court for the trial of small causes, before Jacob Powers, Esq., one of the Justices of the Peace of the ⁴⁰

same county, for the sum of fifty-nine dollars and ninety-four cents of debt, and one dollar eighty-one cents costs of suit, and that such proceedings were thereupon had, that, afterwards, on the eighteenth day of March, in the year last aforesaid, the same was docketed in the Morris County Court of Common Pleas, as appears of record, and an execution issued thereon, directed to the Sheriff of said county, returnable to the term of April of said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter,
10 in the said county, and that the same was duly recorded, and on the nineteenth day of March, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law.

And your Orators further show unto your honor, that John Hiff, of _____ on the eighteenth day of February, in the year last aforesaid, also recovered a judgment against the said Joseph C. Righter, in the Court for the trial of small causes, before Jacob Powers, Esq., one of the Justices of the Peace of the said County of Morris, for the sum of twenty-nine dollars and forty cents of debt, and one dollar and eighty-eight cents costs of suit, ²⁰ and that such proceedings were thereupon had, that, afterwards, on the eighteenth day of March, in the year last aforesaid, the same was docketed in the Morris County Court of Common Pleas, as appears of record, and an execution issued thereon, directed to the Sheriff of said county, returnable to the April term of said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the nineteenth day of March, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law.

30 And your Orators further show unto your honor, that Richard Stillwell, Joseph M. Brown, and William E. Stillwell, all of the City of New York, and the State of New York, on the twentieth day of April, in the year last aforesaid, recovered a judgment against the said Joseph C. Righter, in the Circuit Court of the County of Morris, for the sum of three hundred and ninety-one dollars and sixty-four cents, for damages and costs, as appears of record, and that an execution was issued thereon, directed to the said Sheriff of the County of Morris, returnable to the September term of the said court, in the year last aforesaid, against the goods
40 and chattels, lands, tenements, hereditaments and real estate of

the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the twentieth day of April, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law.

And your Orators further show unto your honor, that Elisha Kingsley and Benjamin Shreve, of _____ on the twentieth day of April, in the year last aforesaid, also recovered a judgment against the said Joseph C. Righter, in the Circuit Court of the County of Morris, for the sum of two hundred and three dollars and forty-nine cents, for damages and costs, as appears of 10 record, and that an execution was issued thereon, directed to the Sheriff of the County of Morris, returnable to the September term of the said Court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the twentieth day of April, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law; and that, whereas, an alias execution was issued thereon, directed to the Sheriff of said county, returnable to the term of December, in the year last aforesaid, of the said Circuit Court, against the 20 goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the twenty-first day of September, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law.

And your Orators further show unto your honor, that Ebenezer B. Woodruff, of the County of Morris, on the twenty-second day of April, in the year last aforesaid, also recovered a judgment in the Circuit Court of the County of Morris, for the sum of four hundred and forty-one dollars and seventy-nine cents of damages 30 and costs, as appears of record, and that an execution was issued thereon, directed to the said Sheriff, returnable to the September term of the said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the twenty-second day of April, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law.

And your Orators further show unto your honor, that Edwin Post, of Stanhope, in the County of Sussex, on the twentieth day 40

of April, in the year last aforesaid, also recovered a judgment against the said Joseph C. Righter, in the Circuit Court of the County of Morris, for the sum of six hundred and thirty-six dollars and thirty-two cents of damages and costs, as appears of record, and that an execution was issued thereon, directed to the said Sheriff, returnable to the September term of the said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the twentieth day of April, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law.

And your Orators further show unto your honor, that Robert A. Haggerty, Martin E. Green and Rufus D. Caser, of the City, County and State of New York, on the twenty-ninth day of April, in the year last aforesaid, also recovered a judgment against the said Joseph C. Righter, in the Circuit Court of the County of Morris, for the sum of one hundred and thirty-three dollars and ninety-six cents of damages and costs, as appears of record, and that an execution was issued thereon, directed to the Sheriff of the County of Morris, returnable to September term of the said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the fifth day of May, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law.

And your Orators further show unto your honor, that Richard Stillwell, Joseph M. Brown and William E. Stillwell, of the city, County and State of New York, on the twenty-ninth day of May, in the year last aforesaid, also recovered a judgment against the said Joseph C. Righter in the Circuit Court of the County of Morris, for the sum of one hundred and fifty-four dollars and twenty-six cents of damages and costs as appears of record, and that an execution was issued thereon, directed to the said Sheriff, returnable to the September term of the said Court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the fifth day of May, in the year last aforesaid, delivered to the said Sheriff to be executed according to law.

And your Orators further show unto your honor, that Josiah P.

Huntoon, on the nineteenth day of May, in the year last aforesaid, also recovered a judgment against the said Joseph C. Righter, in the court for the trial of small causes before Jacob Powers, Esq., one of the justices of the peace of the County of Morris, for the sum of sixty-six dollars and twenty-three cents debt, and one dollar and seventy-one cents costs of suit, and that such proceedings were thereupon had, that afterwards on the third day of June, in the year last aforesaid, the same was docketed in the Morris County Court of Common Pleas, as appears of record, and an execution issued thereon, directed to the said Sheriff, returnable to 10 the September term of the said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the fourth day of June, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law.

And your Orators further show unto your honor, that the said Edwin Post, on the eleventh day of June, in the year last aforesaid, recovered another judgment against the said Joseph C. Righter, in the Circuit Court of the County of Morris, for the sum 20 of five hundred and fifty-nine dollars and eighteen cents of damages and costs as appears of record, and that an execution was issued thereon, directed to the said Sheriff, returnable to the September term of the said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the twelfth day of June, in the year last aforesaid, delivered to the said Sheriff to be executed according to law.

And your Orators further show unto your honor, that John F. 30 Voorhees, of the County of Morris, on the first day of May, in the year last aforesaid, also recovered a judgment against the said Joseph C. Righter, in the court for the trial of small causes, before Robert T. Wilson, Esq., one of the justices of the peace of the county of Morris, for the sum of ninety-two dollars and ninety-seven cents of debt, and two dollars and eight cents costs of suit, and that such proceedings were thereupon had, that afterwards, on the fourth day of October, in the year last aforesaid, the same was docketed in the Morris County Court of Common Pleas, as appears of record, and an execution issued thereon, di- 40

rected to the said Sheriff, returnable to the December term of the said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the fourth day of October, in the year last aforesaid, delivered to the said Sheriff to be executed according to law.

And your Orators further show unto your honor, that Peter Martin and William Martin, of the city, County and State of New
 10 York, on the fourteenth day of October, in the year last aforesaid, also recovered a judgment against the said Joseph C. Righter, in the Circuit Court of the County of Morris, for the sum of three hundred and sixty-six dollars and ninety-five cents of damages and costs, as appears of record, and that an execution was issued thereon, and directed to the Sheriff of the county of Morris, returnable to the December term of the said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the fourteenth day
 20 of October, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law, which last mentioned judgment and execution was obtained, issued and delivered to the Sheriff, as aforesaid, subsequent to and with full knowledge of your Orators' said judgment, execution and levy.

And your Orators further show unto your honor, that Benjamin Parkhurst and Charles M. West, of the city of Newark, in the County of Essex, on the eighth day of November, in the year last aforesaid, also recovered a judgment against the said Joseph C. Righter, in the Circuit Court of the County of Morris,
 30 for the sum of two hundred and sixty-two dollars and three cents of damages and costs, as appears of record, and that an execution was issued thereon, directed to the said Sheriff, of the County of Morris, returnable to the term of December of the said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the tenth day of November, in the year last aforesaid, delivered to the Sheriff of the said county of Morris, to be executed according to law, which last mentioned judgment and execu-
 40 tion was obtained, issued and delivered to the Sheriff as afore-

said, subsequent to, and with full knowledge of your Orators' said judgment, execution and levy.

And your Orators further show unto your honor, that Abraham D. Cartright, Nathan D. Cartright and Henry Smith, also recovered a judgment against the said Joseph C. Righter, in the Circuit Court of the County of Morris, on the nineteenth day of September 1851, for the sum of two hundred and thirty-three dollars and fifty-four cents damages and costs, as appears of record, and that an execution was issued thereon, directed to the said Sheriff, of the county of Morris, returnable to the term of December of 10 said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the twelfth day of November, in the year last aforesaid, delivered to the said Sheriff, to be executed according to law; by virtue of all which executions herein before set forth, Abraham Tappen, Esq., then being Sheriff of the county of Morris, levied upon the goods and chattels, lands, tenements, hereditaments and real estate, or some parts thereof, as appears by his returns thereto, and they remain, so far as your Orators 20 know, valid and binding, unless paid off or otherwise discharged.

And your Orators further show unto your honor, that Peter Vanzant Lane and William B. Guild, on the eighteenth day of March, in the year eighteen hundred and fifty-two, recovered a judgment by confession against the said Joseph C. Righter, in the Morris County Court of Common Pleas, for the sum of three thousand three hundred and ninety dollars and seventy cents damages, besides nineteen dollars and seventy-eight cents costs of suit, as appears of record, and that an execution was issued thereon, directed to the Sheriff of the County of 30 Morris, returnable to the term of April of the said court, on the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was duly recorded, and on the nineteenth day of March, in the year last aforesaid, delivered to the said Sheriff, Abraham Tappen, Esq., to be executed according to law.

And your Orators further show unto your honor, that Joseph E. Edsall, of the County of Sussex, on the twenty-third day of December, in the year eighteen hundred and fifty-one, also re- 40

covered a judgment against the said Joseph C. Righter and Stephen W. Righter, in the Circuit Court of the County of Morris, for the sum of two hundred and four dollars and eighty-nine cents damages, and thirty-two dollars and twelve cents costs of suit, as appears of record, and that an execution was issued thereon, directed to the Sheriff of the County of Morris, returnable to the term of April of said court, in the year eighteen hundred and fifty-two, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter and Stephen
 10 W. Righter, in the said County of Morris, and that the same was duly recorded, and on the same day delivered to the said Sheriff, Abraham Tappen, Esq., to be executed according to law, which judgment the said Lane and Guild hold by assignment from the said Joseph E. Edsall.

And your Orators further show unto your honor, that Isaac L. Hunt and Noah S. Hunt, of the City and State of New York, on the second day of January, in the year eighteen hundred and fifty-two, also recovered a judgment against Joseph C. Righter, Freeman Wood, and Stephen W. Righter, in the Circuit Court of the
 20 County of Morris, for the sum of two hundred and forty-two dollars and forty-six cents of damages and costs, as appears of record, and that an execution was issued thereon, directed to the said Sheriff of the County of Morris, returnable to the term of April of said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, Freeman Wood, and Stephen W. Righter, in the said county, and that the same was duly recorded, and on the day and year last aforesaid, delivered to the said Sheriff, Abraham Tappen, Esq., to be executed according to law, which
 30 judgment the said Lane and Guild hold by assignment from the said Isaac L. Hunt and Noah S. Hunt.

And that by virtue of the three last mentioned executions, the said Abraham Tappen, Esq., Sheriff as aforesaid, levied upon the property of the said Joseph C. Righter, or some part thereof, as by his returns thereto appear, and your Orators insist that, in equity and good conscience, the said Lane and Guild ought to be compelled to raise and satisfy their execution so assigned to them, out of the property of the said Freeman Wood and Stephen W. Righter, before they take any of the said Joseph C. Righter's
 40 property, or the proceeds of the sale of the same, in preference to

any of the other bona fide judgment creditors of the said Joseph C. Righter; but notwithstanding your Orators are informed and believe that the said Joseph C. Righter and Stephen W. Righter have both expressed a wish and directed the said Sheriff, Abraham Tappen, Esq., to pay to the said Lane and Guild the said assigned executions, out of the proceeds of the sale of the said Joseph C. Righter's property, thereby attempting to defeat the equitable rights of your Orators and of the other bona fide judgment creditors of the said Joseph C. Righter, in the premises, and to deprive them of their just rights in collecting their debts against the said 10 Joseph C. Righter.

And your Orators further show unto your honor, that Samuel F. Righter, of the County of Morris, on the nineteenth day of February, in the year eighteen hundred and forty-nine, also recovered a judgment, by confession, in the Morris County Court of Common Pleas, against the said Joseph C. Righter, for the sum of eight thousand and nine hundred and forty-four dollars and eight cents of debt, and four dollars costs of suit on bond and special warrant of attorney to confess judgment thereon, the real debt due by the condition of the bond being only half that sum, and that 20 execution was issued thereon, directed to the Sheriff of the County of Morris, returnable to the term of April of said court, in the year eighteen hundred and fifty, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and that the same was recorded, and on or about the nineteenth day of February aforesaid, delivered to the said Sheriff, Henry D. Farrand, Esq., who, by virtue thereof, levied on some portion of the real and personal estate of the said Joseph C. Righter, in said county, as by his return appears.

And your Orators further show unto your honor, that the said 30 Samuel F. Righter, on the eighteenth day of March, in the year eighteen hundred and fifty-two, also recovered another judgment, by confession, against the said Joseph C. Righter, in the Circuit Court of the County of Morris, for the sum of three hundred and sixty-four dollars and thirty-eight cents of damages, and twenty-four dollars and seven cents costs of suit, and that an execution was issued thereon, directed to the Sheriff of the County of Morris, returnable to the term of April of said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said 40

county, and that the same was recorded and delivered to the said Sheriff, Abraham Tappen, Esq., who levied upon a portion of the real and personal estate of the said Joseph C. Righter, by virtue thereof, as appears by his returns.

And your Orators further show unto your honor, that George W. Clark, on or about the twenty-second day of May, in the year of our Lord one thousand eight hundred and fifty, obtained a final decree in this honorable court, in a cause therein depending, wherein the said George W. Clark was complainant, and the said Joseph C. Righter and others were defendants, for the foreclosure and sale of certain mortgage premises therein particularly described, being part of the premises levied on by virtue of the above stated execution, to raise and satisfy the sum of five hundred and twenty-two dollars, the amount due on a certain mortgage given by the said Joseph C. Righter, and ninety dollars and ninety-six cents costs of the said decree, with interest thereon from the day and year last aforesaid, besides Sheriff execution fees, and by the said decree remaining as of record in this honorable court, and that an execution for that purpose was issued thereon and delivered to the said Sheriff, Abraham Tappen, Esq., to be executed according to law; and your Orators are informed and really believe that the said decree, with the interest and costs thereon, has been fully paid off and satisfied, and ought to be discharged of record; yet the said Sheriff has advertised the said mortgaged premises for sale, by virtue of the said decree and execution thereon, and intends to sell the same, as your Orators are informed and verily believe, if not prevented by the order of this honorable court, on Monday the thirteenth day of December, eighteen hundred and fifty-two.

And your Orators further show unto your honor, that John Righter of the county of Morris, claims as your Orators are informed and believe to be true, all the rights of the said George W. Clark, and the said decree, but how or in what manner, your Orators are not informed, and your Orators further show unto your honor, that the said judgments, the said Samuel F. Righter, against the said Joseph C. Righter, [if any thing was ever duly and honestly due thereon,] were very nearly, if not entirely paid off and satisfied, as your Orators are informed and believe and charge the truth to be without the monies raised, or to be raised by any sale, by virtue of the said executions or any of them, and that the

same ought to be declared satisfied or decreed to be void, and the satisfaction entered of record.

But your Orators further show unto your honor, that Stephen W. Righter, of the county of Morris, on the nineteenth day of February, in the year of our Lord one thousand eight hundred and forty-nine, also recovered a judgment by confession, in the Morris County Court of Common Pleas, against the said Joseph C. Righter, for the sum of five thousand five hundred and ninety-six dollars and twenty cents damages, besides nineteen dollars and thirty-four cents costs, and that execution was issued thereon, directed to the Sheriff of the county of Morris, returnable to the term of May, of the said court, in the year last aforesaid, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter in the said county, and that the same was duly recorded and delivered to the then Sheriff of the county of Morris, Henry D. Farrand, Esq., who levied upon the real and personal estate of the said Joseph C. Righter, or some portion thereof, as by his return thereto appears, being part of the property, and that another alias execution thereon was issued, directed to the Sheriff of the county of Morris, returnable to the term of April, in the year of our Lord one thousand eight hundred and fifty-two, of the said court, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter, in the said county, and recorded and delivered to Abrahm Tappen, then being Sheriff of the county of Morris, on the twenty-third day of December, in the year eighteen hundred and fifty-one, by virtue of which the said Sheriff Tappen levied upon some portion of the real and personal estate of the said Joseph C. Righter.

And your Orators further show unto your honor, that the said Stephen W. Righter, on the twenty-third day of December, in the year eighteen hundred and fifty-one, recovered another judgment by confession against the said Joseph C. Righter in the Circuit Court of the County of Morris, for the sum of three thousand four hundred and seventy-two dollars and fifty-four cents of debt, and four dollars costs of suit, on bond and special warrant of attorney to confess judgment thereon, the real debt due by the condition of the bond being only half that sum, and that execution was issued thereon, directed to the Sheriff of the county of Morris, returnable to the term of April, in the year eighteen hun-

dred and fifty-two, of said court, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter in the said county, and that the same was recorded on the said twenty-third day of December, in the year eighteen hundred and fifty-one, and delivered to the said Sheriff, Abraham Tappen, Esq., who by virtue thereof, levied upon some portions of the real and personal estate of the said Joseph C. Righter, as by his returns appears including part of the property levied on by virtue of your Orators' execution as aforesaid.

- 10 And your Orators further show unto your honor, that your Orator John H. Stephens, on the twentieth day of February, in the year eighteen hundred and forty-nine, recovered a judgment against the said Joseph C. Righter, in the Circuit Court of the County of Morris, for the sum of five hundred and thirty-three dollars and forty-six cents damages and costs, as appears of record, and that the said Stephen W. Righter claims to have an assignment of the said judgment, and by virtue thereof has caused an alias execution to be issued without the knowledge of your Orators, and against their wishes thereon, directed to the Sheriff of
- 20 Morris, returnable to the term of December of the said court, in the year eighteen hundred and fifty-one, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Joseph C. Righter in the said county, and that the same was recorded, and on the twentieth day of December, in the year eighteen hundred and fifty-one, delivered to the said Sheriff, Abraham Tappen, Esq., who by virtue thereof, levied on the real and personal property of the said Joseph C. Righter in the said county, being part of the property levied on by your Orators' execution as aforesaid, whereas your Orators are credibly inform-
- 30 ed, and verily believe that the same has been paid in full, and is satisfied ought to be so of record.

And your Orators further show unto your honor, that the said Stephen W. Righter's two judgments are, as your Orators believe and charge the truth to be, fraudulent and collusive between the said Stephen W. Righter and Joseph C. Righter, intended to cover up the property of the said Joseph C. Righter, and protect the same against the just leins and claims of his creditors, and not for the honest intention of securing any just debts due from the said Joseph with the said Stephen, and that they are and

40 have been kept on foot with the said judgment, so assigned or

claimed to be assigned by your Orator John H. Stephens, with said Stephen W. Righter, which your Orators charge is and has been long time paid and satisfied as aforesaid, for the sole purpose of embarrassing the sale of the said Joseph C. Righter's property, by virtue of and under the execution of your Orators, and of the other bona fide judgment creditors and to cause it to bring little at such sale, so that the same might be bought in by the said Stephen W. Righter, for the benefit of the said Joseph C. Righter, and that the said Stephen W. Righter has designed to control the said Sheriff in the sale of the said Joseph C. Righter's property, and has done all in his power to make the said sale amount to as little as possible, instead of endeavoring to make it bring a fair and reasonable price, and thereby (if he had any just claims) securing the payment thereof as in honesty and good conscience he ought to do. 10

And your Orators further show unto your honor, that the said Stephen W. Righter and Joseph C. Righter, combining and contriving how they might further embarrass the creditors of the said Joseph C. Righter in the collection of their just debts, and on the seventeenth day of February, in the year of our Lord eighteen hundred and forty-nine, have and produced a mortgage, to be executed, acknowledged and recorded in favor of the said Stephen W. Righter, against the said Joseph C. Righter, on the most valuable part of the said Joseph C. Righter's real estate, as collateral security, or pretended so to be, for about twenty-five hundred dollars, to which mortgage, when produced, or a certified copy of the abstract thereof, your Orators would refer for greater certainty, and which said mortgage your Orators charge to be fraudulent and without any valuable consideration, and ought to be set aside, declared null and void, and delivered up under the order and decree of this honorable court, to be cancelled: and your Orators further show unto your honor, that the said Joseph C. Righter, combining and contriving with the said Stephen W. Righter, further fraudulently and unjustly to hinder, defraud and delay the creditors of the said Joseph C. Righter in the collection of their just debts and demands against him, did, in collusion with the said Stephen W. Righter, on the twenty-second day of December, in the year eighteen hundred and fifty one, execute, acknowledge and have recorded in the Clerk's Office of the County of Morris, a mortgage upon the said Berry tracts, being the first tracts men- 30 40

tioned in your Orators' said levy, and upon several other of the said tracts mentioned in your Orators' said levy, upon the pretence of securing between Stephen W. Righter the payment of the said sum of seventeen hundred and thirty-six dollars and twenty-seven cents, for which the said judgment was confessed with said Stephen W. Righter, on the twenty-third day of December, in the year eighteen hundred and fifty-one, and also the said judgment of five thousand five hundred and ninety-six dollars and twenty cents, besides nineteen dollars and thirty-four cents costs of suit, confessed by the said Joseph with said Stephen on the said nineteenth day of February, in the year eighteen hundred and fifty-one, which said last mentioned mortgage your Orators believe to be a mere sham, without any consideration whatever: and your Orators further show unto your honor, that the said Joseph C. Righter and Stephen W. Righter, further combining and confederating together fraudulently and unjustly to hinder and delay the creditors of the said Joseph C. Righter in the collection of their just debts, and to defraud them of the same, did, on the said twenty-second day of December, eighteen hundred and fifty-one, have executed, acknowledged and recorded in the Clerk's Office of the County of Morris, another mortgage upon several other tracts so levied upon by the said executions of your Orators and the other bona fide judgment creditors of the said Joseph C. Righter, from the said Joseph C. Righter to the said Stephen W. Righter, securing or pretending to be for the purpose of securing to said Stephen, certain notes, endorsed or pretended to be endorsed by the said Stephen, for the said Joseph, for about thirteen hundred and sixty dollars, among which notes is one of three hundred and seventy-five dollars, given by the said Joseph C. Righter to your Orators, being part of the demand upon which your Orators' said judgment is founded, and your Orators believe and charge the truth to be, was given, not for the honest purpose of securing to the said Stephen the payment of his endorsement for the said Joseph, but for the purpose of embarrassing, delaying and hindering the other bona fide creditors of the said Joseph from collecting their just demands, and if valid in any point or view, it is so only for the benefit of the bona fide creditors of the said Joseph C. Righter, interested therein.

And your Orators further show unto your honor, that on or about the nineteenth day of April, in the year of our Lord one

thousand eight hundred and fifty-two, the said Joseph C. Righter and Stephen W. Righter, combining and confederating together to injure and defraud the judgment and execution creditors of the said Joseph C. Righter of their just claims and demands, did concoct, contrive and get up a paper writing, purporting to be deeds from the said Joseph C. Righter to the said Stephen W. Righter, and purporting to be signed, sealed and delivered by the said Joseph to the said Stephen, and to be given for and in consideration of the sum of eleven thousand and three hundred dollars, lawful money of the United States of America, to the said Joseph, 10 in hand paid, by the said Stephen, at and before the ensembling and delivery of the same, for all those several lots of land and premises (being the principal part of the property of the said Joseph C. Righter, and including that levied on by your Orators and the other bona fide judgment creditors) described, butted and bounded as follows : Lot No. 1 is the same purchased by the said Joseph C. Righter from the executors of Titus Berry, deceased, by deed, dated March 1st, 1831, and recorded in the Morris County Register of Deeds (Book A 3, folios 72 and 73;) lot No. 2 is the same purchased by said Joseph C. Righter from the trustees of the First Presbyterian Church at Rockaway, by deed, dated 15th February, 1833, and recorded in said Register of Deeds (Liber D 3, folios 489 and 490;) lot No. 3 is the same conveyed to said Joseph C. Righter by William Ware and wife, by deed, dated April 10th, 1840, and recorded in said Record of Deeds (Book K 3, folios 44, &c. ;) lot No. 4 is the same conveyed to said Joseph C. Righter by Samuel B. Halsey and wife, by deed, dated April 8th, 1836, recorded in said Record of Deeds (Book X 3, folio 530;) lot No. 5 is the same conveyed to said Joseph C. Righter by Samuel B. Halsey and wife, by deed, dated April 8th, 30 1836, and recorded in said Record of Deeds (Book K 3, folios 530, &c. ;) lot No. 6 is the same conveyed to said Joseph C. Righter by Joseph De Camp and wife, by deed, dated 9th April, 1840, and recorded in said Record of Deeds (Book K 3, folios 45, &c. ;) lots No. 7 and 8 are the same conveyed to said Joseph C. Righter by Joseph De Camp and wife, by deed, dated 18th June, 1848, and recorded in said Record of Deeds (Book F 4, folios 505, &c. ;) lot No. 9 is the same conveyed to said Joseph C. Righter by Peter Righter and wife, by deed, dated June 2d, 1832, and recorded in said Record of Deeds (Book C 3, folios 348, &c. ;) lot No. 10 is 40

the same conveyed to said Joseph C. Righter by Ludlow Piuden and wife, by deed, dated June 13th, 1845, recorded in said Record of Deeds (Book G 4, folios 349, &c.); lot No. 11 is the same conveyed to said Joseph C. Righter by John D. Jackson and wife, by deed, dated 26th December, 1835, and recorded in said Record of Deeds (Book K 3, folios 164, &c.); lot No. 12 is the same conveyed to John P. Conger by William Conger and wife, by deed, dated the 18th January, 1827, and recorded in said Record of Deeds (Book T T, folios 468, &c.); lot No. 13 is the same conveyed to John P. Conger by Thomas Conger and wife, by deed, dated October 18th, 1826, and recorded in said Record of Deeds (Book T S, folios 249, &c.); lot No. 14 is the same conveyed to said Joseph C. Righter, by deed, from Samuel Hicks and wife, dated 22d May, 1832, recorded in said Record of Deeds (Book G 3, folios 117, &c.); lot No. 15 is that part remaining unsold to Freeman Wood of the small lot where I now live, devised to me by will of Peter Righter: all these lands subject to deductions of parts sold off.

And your Orators further show unto your honor, that the said 20 deeds were recorded in the Morris county record of deeds, (Liber Y. 4, folios 360 to 362,) as by the record thereof, will more fully and at large appear, and to which deeds when produced, or a certified copy thereof, your Orators would refer for greater certainty, if it be necessary so to do.

And your Orators further show unto your honor, that they credibly informed and believe, and so charge the truth to be, that no money or other consideration was paid by the said Stephen, with said Joseph C. Righter, for the said deeds, and that in order to make up and state a consideration to the person who drew the 30 said deed, and took the acknowledgment of the same, divers of the said old and fraudulent judgments and mortgages were set down and stated as the consideration thereof, but that the whole thing was fraudulent and stated at the time, as your Orators are informed and believe to be true, by and between the said Joseph and Stephen, for the mere purpose of preventing the bona fide judgment creditors of the said Joseph C. Righter from enforcing their just claims.

And your Orators furthermore show unto your honor, that there have been several different sales by the said Sheriffs, Abraham 40 Tappen, Esq., and Henry D. Farrand, Esq., by virtue of the

said executions in the bill of complaint stated, and that the said Stephen W. Righter has assumed by business, and his attorneys, counsellors and agents, to control and direct the said Sheriff by virtue of his pretended claims in the manner and order of sale, and in the application of the monies arising therefrom, the said Stephen W. Righter claiming all the surplus of such sales over and above the amount claimed to be due on his executions, and making such claims to such surplus, on the ground that the property sold and to be sold is his by purchase from the said Joseph C. Righter as aforesaid, at the same time bidding at such sales notwithstanding his deed, all of which your Orators humbly submit is a fraud upon your Orators, and also other judgment creditors of the said Joseph C. Righter. 10

And your Orators further show unto your honor, that the sale of the said Sheriffs as aforesaid, of real and personal property exceeds at this time the sum of sixteen thousand dollars, as your Orators are informed and believe, and that the sum is or ought to be in the hands of the said Sheriffs or one of them, to pay the bona fide judgment and execution creditors of the said Joseph C. Righter, but in truth and in fact, your Orators believe the greatest part of the said proceeds of said sales to be in the hands of the said Stephen W. Righter, and that all the said proceeds of sale as aforesaid, ought to be held subject to the decree of this honorable court, after the equities between the said several parties are settled by your honor as in equity and good conscience ought to be done.

And your Orators believe, and therefore charge the truth to be, that the said Stephen W. Righter is indebted to the said Joseph C. Righter instead of the said Joseph C. Righter being indebted to him, and that he holds the property of the said Joseph C. Righter as a trustee, in trust for the said Joseph, and that all his transactions with the said Joseph C. Righter, have been and are solely for the benefit and for the use of the said Joseph, and that in fraud of the said Joseph C. Righter's judgment and execution bona fide creditors, among whom are your Orators: and your Orators further show that a conveyance of the aforesaid fraudulent judgments, the mortgages and deeds, appearing of record, no creditor or other person but the said Stephen, can with propriety risk to bid what the property of the said Joseph C. Righter is worth, or any reasonable or fair value, and your Orators fur- 40

ther show that with a fair sale, not clogged by the fraudulent judgments and conveyance as aforesaid, the said Joseph C. Righter's property would, as your Orators verily believe, bring more than enough to satisfy all of his bona fide judgment creditors, yet the principal part of the said Joseph C. Righter's real estate has been advertised by the said Sheriff, Tappen, for sale, and the sale thereof adjourned until Monday the 13th day of December, in the year eighteen hundred and fifty-two, at William S. Cooper's hotel in Morristown, in the county of Morris, when the said Sheriff, Tappen, threatens positively to sell the same, clogged as aforesaid, with the said fraudulent and satisfied judgments and conveyance, unless prevented by the order and injunction of this honorable court.

And your Orators further show unto your honor, that without a full discovery from the said Righters of the facts, matters and things herein set forth, no person other than a party to the said fraud can bid at any such sale intelligibly, and consequently the sale, if it should take place, would be but a mockery of fairness and propriety, and the property would bring a mere nominal sum, and in all probability bought in at the said Righter's desire for the use of the said Joseph C. Righter.

And your Orators further show unto your honor, that the said Joseph C. Righter, Stephen W. Righter, Samuel F. Righter, John Righter, Peter Van Zandt Lane, and William B. Guild, Abraham Tappen and Henry D. Farrand, and the other defendants herein after named, combining and confederating to and with divers persons at present unknown to your Orators, whose names when discovered, your Orators pray may be inserted herein with proper and apt words to charge them, are contriving to injure and oppress your Orators in the premises, and under various pretences wholly neglect and refuse to pay the said judgment so recovered by your Orators.

In consideration whereof, and forasmuch as your Orators have no remedy in the premises, at and by the strict rules of the common law, and cannot have adequate relief, except by the aid and interposition of this honorable court, where matters of this and of the like nature are properly cognizable and relievable; to the end therefore, that the said defendants and the rest of the confederates when discovered may upon their several and respective corporal oaths, full, true, direct and perfect answer make to all and

singular the matters herein before stated and charged as fully and particularly, sentence by sentence, and paragraph by paragraph, as if they were thereunto interrogated, and that not only according to the best of their knowledge and remembrance, respectively, but also according to the best of their understanding, information, hearsay and belief, severally and respectively, and more especially that they may answer and set forth all the estate real and personal of every description, goods, chattels, money, stock, book accounts, duebills, promissory notes, bonds, mortgages, judgments, and other choses in action, and each of them belonging to the said defendant, Joseph C. Righter, as well at the time of the said several judgments as until and at the time of filing their answer thereto, whether standing in his name or in the name or in the hands of any other person or persons for his use, or in trust for him, either express or implied, and what disposition has been made of each of the same, and when fully and particularly, and the amount and value of each of them, and the names and places of residence of the debtors respectively, and the evidence of their indebtedness, and that they may set forth and state how much is due on each of such demands, and which of them are good and collectable, and which of them are doubtful, and which of them are bad, and who has the possession, custody or control of the said money, goods and chattels, book accounts, duebills, promissory notes, bonds, mortgages, judgment and other choses or action, and each of them fully and explicitly.

And that the said judgments, decree and executions in favor of the said several Righters may be decreed by this honorable court to be fraudulent and void and of no effect, and if not fraudulent and void, then satisfied and decreed to be cancelled of record, and that the said deed and mortgages may be declared null and void by the decree of this honorable court, and that the rights and equities between the bona fide judgment creditors of the said Joseph C. Righter may be settled by the decree of this court, and that the said late Sheriff may be directed to collect and receive all the moneys raised by any sale of the said Joseph C. Righter's real and personal estate, and to hold and pay the same as this honorable court may direct, and that your Orators and the other bona fide judgment creditors may be paid according to their respective rights, priorities in the premises, and as may be agreeable to equity and good conscience; and, in the meantime,

that all further proceedings by virtue of the said several judgments and decree and executions, be restrained by the order and injunctions of this honorable court, until this court make other order to the contrary ; and that a receiver of the money, property, and things in action of the said defendant, Joseph C. Righter, with the usual powers and authority in such case given, may be appointed by the order of this honorable court ; and that the defendants, Joseph C. Righter and Stephen W. Righter, may be directed to assign, transfer and deliver to the said receiver, upon oath, under
10 the direction of a master of this court, all property, equitable interests, things in action, money and effects belonging to the said Joseph C. Righter, and all books and papers relating thereto, and the evidence thereof, so that your Orators may be satisfied of the sum due to them on the said judgment, together with the costs and charges in their behalf expended, and that Joseph and Stephen may be enjoined from collecting, receiving, selling, transferring, assigning, delivering, or in any way or manner using, controlling, or interfering with or disposing of any debts or demands due to the said Joseph, or any goods, wares, merchandize, account books,
20 bills, drafts, checks, money, stocks, promissory notes, bonds, mortgages, judgments, or other securities, things in action, property or effects belonging to the said Joseph C. Righter, whether in his own name or hands, or in the name or hands of, or held by, any other person or persons, for his use or benefit, or in trust for him, express or implied, until the further order of this honorable court ; and that the said defendant, Joseph C. Righter, may be enjoined from confessing any judgment for the purpose of giving any other creditor a preference over your Orators, and from doing any other act to enable other creditors to obtain the property of the said
30 Joseph C. Righter, which your Orators are unable to reach by execution ; and that the said Stephen W. Righter may be decreed to pay, as this honorable court may direct, the amount of purchases by him at the said Sheriff's sales, to be distributed and paid agreeably to the rights and equities of the said several bona fide judgment creditors, or that the said sales may be declared void, and the property purchased by Stephen W. Righter resold, or that the said Stephen W. Righter may be declared to be a trustee for the said judgment creditors, as your honor may judge most expedient and proper ; and that the said defendants may be decreed
40 to pay your Orators the costs and charges in this behalf most

wrongfully sustained, and that your Orators may have such other and further relief in the premises, as to your honor shall seem meet and agreeable to equity and good conscience.

May it please your honor to grant unto your Orators the State's writ of injunction, to be issued out of and under the seal of this honorable court, directed to the said Joseph C. Righter, Stephen W. Righter, Abraham Tappen and Henry D. Farrand, and their counsellors, attorneys, solicitors and agents therein, under a certain penalty, in the said writ to be expressed, commanding and enjoining them, and each and every of them, as in the prayer 10 of this your Orators' bill of complaint is particularly stated and set forth, except where such trust has been created by, or the fund so held in trust has proceeded from some other person than the defendant, Joseph C. Righter, until the further order of this honorable Court.

And may it please your honor to grant unto your Orators, the State's writ of subpoena, issuing out of and under the seal of this honorable court, to be directed to the said Joseph C. Righter, Stephen W. Righter, Samuel F. Righter, John Righter, Peter Van Zandt Lane and William B. Guild; Freeman Wood, Abraham 20 Tappen, Henry D. Farrand, Abraham D. Cartright, Nathan D. Cartright and Henry Smith; Charles C. De Hart, Nancy Kitchell, Middleton Bell, John Sliff, Richard Stillwell, Joseph M. Brown and William E. Stillwell; Elisha Kingsley and Benjamin Shreve; Ebenezer B. Woodruff, Edwin Post, Robert E. Haggerty, Martin E. Green and Rufus D. Caser; Josiah P. Huntoon, John F. Voorhies, Peter Martin and William Martin, and Benjamin Parkhurst and Charles M. West, therein and thereby commanding them and each of them, at a certain day, and under a certain penalty, therein to be inserted, personally to be and appear before 30 your honor, in this honorable court, then and there to answer all and singular the premises, and to stand to, abide and perform such order and decree therein as to your honor shall seem agreeable to equity and good conscience.

And your Orators will ever pray, &c.

JAMES J. SCOFIELD,

Solicitor and of counsel with complainants.

STATE OF NEW JERSEY, ss.—John H. Stephens and William H. Camp, the complainants in the foregoing Bill of Complaint, being severally and respectfully sworn, do, upon their several and respective oaths, say that the facts, matters and things in said Bill of Complaint, mentioned and set forth, so far as they relate to their own acts and deeds, are true, and so far as they relate to the acts and deeds of others therein named, they believe them to be true.

10 Taken and sworn before me, this eleventh }
 day of December, A. D., at Newark, N. J. } JOHN H. STEPHENS,
 ARCHER GIFFORD, } WILLIAM H. CAMP.
 Master in Chancery. }

IN CHANCERY OF NEW JERSEY.

BETWEEN	}	<i>Answer.</i>
JOHN H. STEPHENS and WILLIAM H. CAMP,		
<i>Complainants,</i>		
AND		
JOSEPH C. RIGHTER, et als, <i>Defendants.</i>		

THE JOINT AND SEVERAL ANSWER OF JOSEPH C. RIGHTER AND
STEPHEN W. RIGHTER.

These defendants admit that the complainants recovered judgment against this defendant, Joseph C. Righter, at the time, in the court, and for the amount and cause for that purpose first stated and alleged in the said bill of complaint, and that such execution was issued on the said judgment at the time and in the manner in the said bill alleged, and that the sheriff of the county of Morris made such return to the said execution, and at the time, in the said bill also alleged; and that the said judgment remained unsatisfied and unpaid at the time of the issuing of said execution. Nevertheless, for greater certainty in reference to the said 10 judgment and execution, these defendants pray leave to refer to the same when produced.

And these defendants further admit that the said judgment remained in full force and effect and unsatisfied at the time of filing the said bill of complaint, and that the said Joseph C. Righter had not then, and has not since, paid the same to the said complainants; and that there was equitably due on the said judgment at the time of filing the said bill the sum for that purpose mentioned therein, and also the sheriff's fees thereon, over and above all claims of the said Joseph C. Righter, by way of off-set or 20 otherwise. But these defendants answering say, that the said judgment of the complainants was in part recovered upon and founded on a certain promissory note made by the said Joseph C. Righter, and endorsed by the said Stephen for the accommodation of the said Joseph, which note became due on the fourth day of November, A. D. 1851, and was for the sum of \$375, and was

one of five several notes against which the said Stephen was by the said Joseph indemnified against his, the said Stephen's, endorsement thereon, by a certain indenture of mortgage in the said bill and hereinafter mentioned, bearing date the 22d day of December, A. D. 1851; and the said Stephen W. Righter, after the recovery of the said judgment of the complainants, to wit, on or about the 26th of January, 1853, tendered to the attorney of said complainants, in lawful money of the United States of America, in specie, the amount of the said promissory note, and
 10 the interest due thereon, amounting, together with protest fees, to the sum of \$405; which money, when so tendered by the said Stephen W. Righter, to the attorney aforesaid of said complainants, he, the said attorney, refused to receive. Wherefore this defendant, the said Stephen W. Righter, for himself, insists that the said complainants, by reason of the premises, if for no other cause, have no equities against him arising out of the non-payment of the said note above mentioned.

And this defendant, Joseph C. Righter, further answering says, and the said Stephen believes it to be true, that, besides the real
 20 and personal property levied on by the said Henry D. Farrand and Abraham Tappen, successively sheriffs of the said county of Morris, in the said bill named, under the several judgments and executions in the said bill mentioned, he, the said Joseph, at the time of the rendition of the said judgment of the complainants, or at the time of the filing of the said bill, or at this present time, neither had nor hath any property, real or personal, legal or equitable, in possession or in action, or held in trust for him or to his use, to his knowledge or belief, beyond the articles and amount allowed by law to be reserved to a debtor, except certain notes,
 30 drafts, judgments, book accounts, and other demands, which are mostly, if not altogether, desperate and valueless, and of which a full schedule, to the best of the said Joseph's recollection and belief, is hereunto annexed, marked Schedule A., signed by these defendants, and which they pray may be deemed as a part of this their answer; and except also a small amount of money from time to time realized and received by the said Joseph from his earnings, or from debts due to him, which has been applied by him to the maintenance and support of his family and for other necessary expenses. And as to the said property so levied on as
 40 aforesaid, these defendants further answering as aforesaid say,

that so much thereof as hath been sold by the said sheriffs, or either of them, hath been sold to *bona fide* purchasers thereof, and the said Joseph hath not reserved, and hath not any right, title, interest, trust, or estate or profit therein, legal, equitable or otherwise, and hath no control over the same. And as to the residue of the said property, not thus sold by the said sheriffs, or either of them, being, to wit, certain real estate of the said Joseph, comprised within the levies so made as aforesaid, the said real estate besides being incumbered by certain *bona fide* mortgages, and judgments hereinafter mentioned, given and recovered 10 for debts of the said Joseph, also hereinafter mentioned, hath been bona fide sold and conveyed by the said Joseph to the said Stephen W. Righter, and he, the said Joseph, hath no right, title, interest, trust, or estate or profit therein, legal, equitable or otherwise, and hath no control over the same.

And these defendants, further answering, say they admit that the said bill of complaint is not exhibited by collusion with the said Joseph or any other person, to their knowledge, or for the purpose of protecting the property and effects of the said Joseph, or any part thereof, against the claims of other creditors, but suppose it to be true that the same is exhibited for the purpose of 20 compelling payment and satisfaction of the money due upon the aforesaid judgment of the said complainants.

And these defendants, further answering, say they admit that the said several other judgments in the said bill mentioned and set forth were respectively recovered by the several persons in the respective courts, at the respective times and for the respective amounts for that purpose alleged in the said bill, and that executions thereon respectively were issued at the respective 30 times, and to the respective sheriffs, for that purpose also alleged in said bill, being first duly recorded, and that levies were made under and by virtue of said respective executions, as in said bill stated; and also that the said George W. Clark, in the said bill mentioned, obtained such decree in this court, as is alleged in said bill, for the foreclosure and sale of certain mortgaged premises to raise and satisfy the amount for that purpose stated in said bill, and that an execution for that purpose was issued on said decree and delivered to said Abraham Tappen, sheriff, as aforesaid, to be executed according to law.

And these defendants, further answering as aforesaid, admit the 40

execution and delivery of the said several mortgages, and the deed of conveyance from the said Joseph C. Richter to the said Stephen W. Richter, in the said bill mentioned, and at the times and for the amounts respectively therein specified, but these defendants deny all and every charge of fraud made in and by the said bill against them, or either of them, in respect either to the said mortgages, or to the said judgments, recovered by the said Stephen W. Richter, or any other person or persons, against the said Joseph C. Richter, or in respect to the said deed of convey-
 10 ance; but, on the contrary, allege the truth and the fact, in relation to the said judgments, mortgages and deeds of conveyance, are as hereinafter more particularly stated and set forth.

And these defendants, further answering, say, that for several years prior to the year 1849, and during that year and afterwards, this defendant, Joseph C. Richter, resided in the village of Rockaway, in the county of Morris, aforesaid, and carried on the business there of an iron foundry and machine shop, and a store, together with farming and other business connected therewith, and was seized and possessed of lands and tenements in and near
 20 to the said village of Rockaway, and being the same lands and tenements which are mentioned in the levy recited in the said bill of complaint made and returned by the said sheriff Tappen, to the execution of the said complainants, first mentioned and set forth in the said bill, consisting of about 75 acres of land, with the buildings and improvements thereon; and was also, for some portion of said period, seized and possessed of other lands and tenements in the vicinity of Rockaway, aforesaid, which were several years since sold and disposed of by the said Joseph C. Richter, to other parties, and which are not in controversy in this
 30 trial.

And these defendants, further answering, say that in or about the year 1837, the said Joseph C. Richter became embarrassed in his circumstances, and became indebted to this defendant, Stephen W. Richter, for work and labor done by the said Stephen W. Richter, for the said Joseph, at his request, and for money lent by the said Stephen to the said Joseph, at his request, and for drafts and valuable securities by the said Stephen lent to the said Joseph, at his request, and which were realized by the said Joseph in cash, or its equivalent, which indebtedness, on or about
 40 the 8th day of June, in the year last aforesaid, amounted to the

sum of \$1423 08, for which the said Stephen then held the notes of the said Joseph, and on the day and year last aforesaid, the said Stephen lent and advanced the said Joseph, at his request, the further sum of \$500 in cash, making the whole indebtedness of the said Joseph to the said Stephen, at that time, besides the amount of the judgment hereinafter mentioned, the sum of \$1923 08, which indebtedness was a *bona fide* and valuable indebtedness, was honestly and *bona fide* due and owing from the said Joseph to the said Stephen, at that time, and to secure which indebtedness the said Joseph C. Righter, on the day and 10 year last aforesaid, executed and delivered to the said Stephen W. Righter a mortgage upon certain parcels of real estate, then of the said Joseph C. Righter, including, among others, several of the lots of land and premises mentioned in the said levy of the complainants, and which indebtedness remained wholly unpaid, both as to the principal and interest thereof, and which mortgage remained uncanceled from that time until the 19th day of February, 1849.

And these defendants, further answering, say that in the term of May, of the Supreme Court of New Jersey, in the year 1837, 20 one Henry Wickhoff and Charles Buckhalter, of the city and State of New York, wholesale grocers, recovered in the said court, against the said Joseph C. Righter, a judgment for the sum of \$1364 34, or thereabouts, for groceries sold and delivered by the said Wickhoff & Buckhalter to the said Joseph C. Righter, at his request, and the said Stephen W. Righter, on or about the 1st day of June, in the year last aforesaid, at the request of the said Joseph, paid and satisfied to the said Wickhoff & Buckhalter the full amount of the said judgment, and took an assignment thereof to him, the said Stephen, and held the said judgment 30 against the said Joseph C. Righter as a security for the repayment of the said amount thereof, so advanced by him, the said Stephen, as aforesaid, and continued to hold the same for that purpose until the said 19th day of February, 1849, no part of the same, and no interest thereon having during that period been paid by the said Joseph to the said Stephen.

And these defendants, further answering, say that on the day and year last aforesaid, the whole amount of the said indebtedness, of \$1923 08, with all the interest thereon, secured as aforesaid by the said mortgagee, and the whole amount of the said 40

last mentioned judgment, with all the interest thereon, were justly and honestly due from the said Joseph C. Righter to the said Stephen W. Righter, and amounted on the day and year last aforesaid, for principal and interest, to the sum of \$5,596 20.

And these defendants, further answering, say that on the day and year last aforesaid, in order more fully to secure to the said Stephen W. Righter the payment of the said sum of \$5,596 20, then due and owing from the said Joseph to the said Stephen, as aforesaid, he, the said Joseph C. Righter confessed judgment to
 10 the said Stephen W. Righter, for the sum last aforesaid, which judgment was duly entered in the Court of Common Pleas of the county of Morris, on the same day and year last aforesaid—the said Stephen having duly made the affidavit required by law, and a writ of *fieri facias* was issued on said judgment on the day following, having been first duly recorded, and delivered to Henry D. Farrand, then being sheriff of the county of Morris, aforesaid, as mentioned in the said bill of complaint.

And these defendants, further answering, say that in the years 1847 and 1748, in addition to the debts and claims of the said
 20 Stephen W. Righter against the said Joseph C. Righter, before mentioned, he, the said Stephen W. Righter, became liable to different persons for the said Joseph C. Righter, and for the accommodation of the said Joseph C. Righter, at his request, for divers sums and amounts, and upon divers securities, as follows, to wit: *First*—Upon the joint bond of the said Joseph and Stephen, given to William Shelly to secure the payment of \$300, with interest, bearing date on or about the 28th day of May, 1847. *Second*—Upon the joint bond of the said Joseph and Stephen, given to Phebe M. Stites, to secure the payment of the like
 30 amount of \$300, with interest, and bearing the same date last aforesaid. *Third*—Upon the said Joseph's note, endorsed by the said Stephen, to the Morris County Bank, for \$500, or thereabouts, dated on or about the 20th day of March, 1848. *Fourth*—Upon the said Joseph's note, endorsed by the said Stephen, to the said John H. Stephens, one of the complainants, for \$500, dated the 6th of December, 1847. *Fifth*—Upon the joint and several note of the said Joseph and Stephen, given to one Aaron Ogden, for \$250, and dated the 7th day of February, 1848. *Sixth*—Upon the said Joseph and Stephen's joint and several
 40 note, given to one John Mitchell, for \$300. *Seventh*—Upon the

joint note of the said Joseph, Stephen, and said Freeman Wood, in said bill mentioned, given to said William Shelly for \$400, which bonds, notes and securities were yet outstanding and unpaid, and the said Stephen liable thereon, on the 17th day of February, in the year 1849; and the said Joseph, on the day and year last aforesaid, in order to secure and indemnify the said Stephen against his said liability on the said last mentioned notes, bonds and securities, executed and delivered to the said Stephen, an indenture of mortgage, bearing date the day and year last aforesaid, and thereby mortgaged to the said Stephen all that tract¹⁰ or parcel of land and premises situate in the township of Rockaway aforesaid, being the same described in a deed from Asa Berry and William Wood, executors of Titus Berry, deceased, to the said Joseph C. Righter, dated March 1st, 1831, and recorded in Liber A 3, of Deeds, in the clerk's office of the county of Morris, folios 72 and 73, containing 53 16-100 acres of land, strict measure, excepting such lots as the said Joseph had previously sold to different persons, the said land and premises being the principal tract of land belonging to the said Joseph in the village of Rockaway aforesaid, and known as "The Berry Place," and²⁰ on which were situated the foundries and machine shop of the said Joseph, which mortgage contained a proviso that if the said Joseph, his heirs, executors or administrators, did and should well and truly pay, or cause to be paid, to the said Stephen, all such sums of money as the said Stephen might pay for debt, damage, interest and costs upon the bonds, notes and securities, last aforesaid, for which it was declared the said mortgage was given as collateral security, without any deduction or defalcation for taxes, assessments, or other impositions, that then the said indenture should be void; which mortgage having been duly acknowledged³⁰ by the said Joseph, was registered in the clerk's office aforesaid, on the same day and year last aforesaid, in book W of mortgages, page 491, as by reference to the same may more fully appear, which mortgage is still uncanceled and is still held by the said Stephen for the purposes for which the same was given as aforesaid. And these defendants say that the said mortgage was given in good faith and only for the purpose of justly and honestly securing the said Stephen against his liabilities aforesaid.

And these defendants, further answering, say that in the year 1851, from the month of August to the month of December, in-⁴⁰

clusive, the said Stephen W. Righter, at the request of the said Joseph C. Righter, lent to the said Joseph for his accommodation, his, the said Stephen's ten promissory notes, made and bearing date, and being for the amounts respectively as follows, to wit: *First note*, dated August 21st, in the year last aforesaid, for \$155. *Second note*, dated August 27th, in the year last aforesaid, for \$174 42. *Third note*, dated September 6th, in the year last aforesaid, for \$185 64. *Fourth note*, dated September 19th, in the year last aforesaid, for \$264. *Fifth note*, dated October 13th, in the year last aforesaid, for \$185. *Sixth note*, dated November 6th, in the year last aforesaid, for \$120. *Seventh note*, dated November 6th, in the year last aforesaid, for \$130. *Eighth note*, dated November 24th, in the year last aforesaid, for \$152 44. *Ninth note*, dated December 7th, in the year last aforesaid, for \$175 84; and the *tenth note*, dated December 15th, in the year last aforesaid, for \$210, amounting in the whole to the sum of \$1,752 34; all which notes were made payable to the order of the said Joseph C. Righter, four months after date, and were lent, advanced and delivered by the said Stephen to the said Joseph, to enable him, the said Joseph, to carry on his business, and to meet obligations which he, the said Joseph, had incurred in the course of the same, and which notes the said Joseph agreed to pay as and when the same should respectively become due, for which said notes respectively the said Joseph made and delivered to the said Stephen, his, the said Joseph's, notes of the like date, amount, term and effect, respectively, as evidences of the said notes so lent and advanced, as aforesaid.

And these defendants, further answering, say that on the 22d day of December, in the year last aforesaid, the said notes of the said Stephen, so lent and advanced as aforesaid, were all outstanding, having been passed away by the said Joseph, who had raised the money thereon, or had otherwise used the same in the course of his said business, and amounted, less the discount thereof, to the sum of \$1,736 27; but the said notes of the said Joseph were still retained by the said Stephen unused, and on the same day and year last aforesaid, by a certain writing executed under the hand and seal of the said Stephen, and delivered to the said Joseph, whereby, amongst other things, it was recited that the said Joseph had become embarrassed in his circumstances and was unable to meet and pay the said outstanding notes of the

said Stephen, so lent and advanced as aforesaid, according to the original agreement between them to that effect, and had proposed to the said Stephen to assume the payment thereof as his debts and to give to him, the said Stephen, certain securities therefor by way of mortgage, bond and confession of judgment, and to surrender to him, the said Joseph, the notes of him, the said Joseph, so held by him, the said Stephen, as aforesaid, and whereby it was further recited that he, the said Stephen, had assented to said proposition and had surrendered to the said Joseph his, the said Joseph's said notes, he, the said Stephen, in 10. consideration of the premises, and of one dollar to him in hand paid, did, by the said writing, covenant, promise and agree to and with the said Joseph, that he, the said Stephen, would pay off, satisfy and discharge the said last mentioned outstanding notes, as his own proper debts, and to the person or persons who might be the holder or holders thereof, when the same respectively should fall due, and that he, the said Stephen, would indemnify and save harmless the said Joseph, against the payment of the said notes, or any or either of them, or any part thereof, and against all suits, costs, charges and expenses, by reason of the 20 premises or which he might be subjected or put to by reason of his, the said Joseph's endorsement of said notes, or any of them, or otherwise, in reference to said notes, as by the said writing now in possession of the said Joseph, reference being thereunto had, will more fully appear.

And these defendants, further answering, say that upon the execution and delivery of the said last mentioned writing, and upon the delivery up to him, the said Joseph by the said Stephen of his the said Joseph's notes, last aforesaid, he the said Joseph executed and delivered to the said Stephen, his the said Joseph's bond, 30 bearing date the day and year last aforesaid, in the penal sum of \$3472,54, conditioned for the payment by the said Joseph, to the said Stephen, the sum of \$1736,27 that day, being the amount of the said notes, discounted as aforesaid; and also executed and delivered to the said Stephen, a warrant of attorney, directed to any attorney at law, to confess judgment against him the said Joseph, upon the said last mentioned bond in any court of competent jurisdiction, as by reference to the said bond and warrant of attorney, now in the possession of the said Stephen will more fully appear, and the said Joseph, on the same day and year last afore- 40

said, in order to secure to the said Stephen the payment of the said last mentioned bond, as well as further to secure the payment of the said judgment for \$5596,20, executed and delivered to the said Stephen a certain other indenture of mortgage, bearing date the day and year last aforesaid, and thereby mortgaged to him, the said Stephen, eight certain tracts or parcels of land, the property of him, the said Joseph, situate at Rockaway aforesaid, and particularly described in the said last mentioned mortgage, the 1st of which tract or parcel of land was the Berry place before men-
10 tioned; the 2nd thereof, was a lot purchased of Samuel B. Halsey and wife, adjoining the said Berry place, and consisting of 4 acres and 52-100 of an acre more or less; the 3d thereof, was a lot purchased of John D. Jackson and wife, adjoining the said Halsey lot, consisting of 11 acres and 40-100 of an acre; the 4th thereof, was a lot purchased of Samuel Hicks, and containing 1 acre and 60-100 of an acre; the 5th thereof, was a lot purchased of Peter Righter and wife, and containing 1 hundredth of an acre; the 6th thereof, was a lot purchased of Joseph DeCamp, containing 20-
20 100 of an acre more or less; the 7th thereof, was a lot purchased of said Joseph DeCamp, and containing 10-100 of an acre; and the 8th thereof, was a lot purchased of said DeCamp, and containing 10-100 of an acre; all of said lots being mentioned and contained in the levy of the said complainants before mentioned, which said mortgage last mentioned, contained a proviso, that if the said Joseph C. Righter did and should well and truly pay, and cause to be paid to the said Stephen, the said sum of \$1,736,27, according to the condition of the said last mentioned bond, and did and should further well and truly pay or cause to be paid to the said Stephen on demand, the principal, costs and in-
30 terest due, and to grow due on the judgment last aforesaid, without any deduction or defalcation for taxes, assessments, or other impositions, that then the said last mentioned indenture of mortgage, obligation and judgment should be void, which mortgage being duly acknowledged, was recorded in the clerk's office aforesaid, on the 23d day of December, 1851, as by reference to the same now in the possession of the said Stephen may more fully appear, which said last mentioned mortgage is still uncanceled, and is still held by the said Stephen for the purposes for which the same was given as aforesaid, and these defendants
40 further say that the said last mentioned mortgage, bond and war-

rant of attorney were given in good faith, and only for the purpose of justly and honestly securing to the said Stephen, the payment of the money therein mentioned.

And these defendants, further answering, say that on the 23d day of December, in the year last aforesaid, judgment was entered up in due form of law upon the said bond and warrant of attorney last mentioned in the Circuit Court, for the said county of Morris, for the amount of the penalty, mentioned in said last mentioned bond, and execution was duly issued thereon, recorded and delivered to Abraham Tappen, Esq., Sheriff of the county of 10 Morris aforesaid, as mentioned in the said bill of complaint, with a direction endorsed on the said execution to levy the said sum of \$1736,27, besides costs, which said last mentioned judgment was confessed and entered up in good faith, and for the true and only purpose of securing to the said Stephen W. Righter, payment of the said sum of \$1736,27 and costs.

And these defendants, further answering, say that during the same year 1851, this defendant, Stephen W. Righter, at the request and for the accommodation of the said Joseph C. Righter, endorsed for him the said Joseph C. the five promissory notes 20 following, that is to say, 1st, the said Joseph C. Righter's note, dated the 26th September, in the year last aforesaid, payable at the Morris county bank, 4 months after date, for \$135; 2nd, the said Joseph C. Righter's note, dated the 1st day of July, in the year last aforesaid, payable 4 months after date, for the sum of \$375; 3d, the said Joseph C. Righter's note, dated 25th September, in the year last aforesaid, for the sum of \$320; and 4th, another note of the said John C. Righter, dated on the day and year last aforesaid, for the like sum of \$320; and 5th, L. B. Dell & Co.'s note for the sum of \$210, which said last men- 30 tioned 5 notes on the 22d day of December, in the year last aforesaid, were outstanding and unpaid, having been used and passed away by the said Joseph C. Righter in the course of his business, and the said Joseph C. Righter, on the day and year last aforesaid, in order to secure and indemnify the said Stephen W. Righter against his liability on the said last mentioned notes, as well as against the payment of any note or notes which he the said Stephen might thereafter endorse for the accommodation of the said Joseph, executed and delivered to the said Stephen W. Righter, a certain indenture of mortgage, bearing date the day 40

and year last aforesaid, whereby, he the said Joseph mortgaged to the said Stephen, 4 certain tracts of land therein mentioned and described, that is to say, 1st, one acre of land, being the same conveyed to the said Joseph, by William Ware and wife; 2nd, a tract containing 2 acres and 56-100 of an acre, being the same land conveyed to the said Joseph, by Samuel B. Halsey and wife, by deed, recorded in the clerk's office of Morris county, in Liber X. 3 of deeds, folios 47, &c.; 3d, a tract containing 11 acres, and 47-100 of an acre of land, being the same tract before mentioned,

10 conveyed to the said Joseph, by John D. Jackson and wife; and the 4th being a tract containing 4 acres, and 52-100 of an acre more or less, being the same tract before mentioned, conveyed by the said Samuel B. Halsey and wife, to the said Joseph C. Righter; which tracts of land are contained in the levy of the complainants before mentioned, which last mentioned indenture of mortgage contained a proviso, that if the said Joseph C. Righter did and should well and truly indemnify and save harmless the said Stephen W. Righter against the payment of the said 5 notes last before mentioned, and all damages, suits, costs and charges, which

20 he the said Stephen might sustain by reason of his said endorsements thereof, and against the payment of any note or notes he the said Stephen might at any time thereafter endorse for the accommodation of the said Joseph, and all suits, damages, costs and charges he the said Stephen might sustain by reason of the said last mentioned premises, without any deduction or defalcation for taxes, assessments, or any other impositions, that then the said indenture should be void, which said last mentioned indenture of mortgage having been duly acknowledged by the said Joseph C. Righter, was registered in the clerk's office aforesaid,

30 on the 23d day of December, in the year last aforesaid, in Liber Y. of mortgages, folios 432, 433 & 434, as by reference to the same indenture of mortgages, now in the possession of the said Stephen, may more fully appear; which said last mentioned mortgage is still uncanceled, and is still held by the said Stephen, for the purpose for which the same was given as aforesaid; and these defendants say the said last mentioned mortgage was given in good faith, and only for the purpose of justly and honestly securing the said Stephen against his liabilities last aforesaid.

And these defendants, further answering, say that under and

40 by virtue of the executions issued upon the several judgments of

Samuel F. Richter, in the said bill mentioned, and of the said Stephen W. Richter, which were recovered against the said Joseph on the 19th day of February, 1849, (which judgment of the said Stephen is herein above described,) Henry D. Farrand, Esq., the then sheriff of the said county of Morris, levied upon the real estate of the said Joseph C. Richter, including all the lands and premises of the said Joseph C. Richter, mentioned in the levy of the complainants, set forth in the said bill, and on the 11th day of December, 1850, by direction of the said Samuel F. Richter, advertised the said lands for sale, to be sold at public 10
vendue on the 14th day of February then next.

And these defendants, further answering, say that at that time no part of the said Stephen W. Richter's judgment for \$5,596 20, or of the costs or interest thereon, had been paid; but the said Joseph C. Richter having a dispute with the said Samuel F. Richter, as to the amount really due on his the said Samuel F. Richter's judgment, filed a bill against the said Samuel in this honorable court and obtained an injunction against the sale of the said property before the said day of sale, and by reason thereof the said sale did not take place at the time aforesaid. 20

And these defendants, further answering, say that the judgment, in the said bill mentioned, recovered by the said John H. Stephens, against the said Joseph C. Richter, on the 20th February, 1849, for the sum of \$533 46, was recovered upon and for the said note of \$500, dated the 6th day of December, 1847, being the fourth security mentioned and indemnified against, in and by the said indenture of mortgage bearing date the 17th day of February, 1840, and herein before described; and the said last mentioned judgment, after the same was recovered, as aforesaid, was paid and satisfied in full by the said Stephen W. Richter to 30
the said John H. Stephens, he the said John H. Stephens having also recovered a judgment thereon against the said Freeman Wood, who was also an endorser on the same note after the said Stephen W. Richter, whereby the said Stephen was obliged to pay and satisfy the same as aforesaid, together with the costs and interest which had accrued on both the said last mentioned judgments; and the said Stephen W. Richter took an assignment from the said John H. Stephens of the said last mentioned judgment against the said Joseph C. Richter, on or about the 28th day of May, 1849, and afterwards, on or about the 4th of August next 40

following, cancelled the same judgment of record, to enable the said Joseph to sell certain real estate, without having received from the said Joseph C. Righter any part of the amount due thereon; and afterwards, on or about the 20th day of December, 1851, by mistake, and having forgotten the cancellation of the said judgment, caused an alias execution to be issued thereon and delivered to the said Abraham Tappen, Esq., sheriff of the said county of Morris, as mentioned in the said bill of complaint, and these defendants admit that the issuing of the said alias execution
 10 was irregular, although the amount of the said last mentioned judgment was justly and honestly due and owing from the said Joseph to the said Stephen in respect thereof.

And these defendants, further answering, say that on or about the 23d day of December, in the year last aforesaid, the said Stephen W. Righter caused an alias execution to be issued on his said judgment against the said Joseph C. Righter, for \$5,596 20, herein before mentioned, and delivered, after being duly recorded, to Abraham Tappen, Esq., then sheriff of the said county of Morris, and the said Abraham Tappen, under and by virtue of
 20 the said last mentioned alias executions and of the said execution issued on the said Stephen W. Righter's judgment for \$3,472 54, before mentioned, and also by virtue of the several executions issued upon the said several judgments of Abraham D. Cartright, Nathaniel D. Cartright and Henry Smith, Joseph C. Edsall and Isaac L. Hunt and Noah S. Hunt, in the said bill mentioned, about or shortly after the day and year last aforesaid, levied on the real estate mentioned in the said levy of the complainants—except the last item contained in said levy—and also levied on the personal property of the said Joseph C. Righter, including
 30 the machinery, tools and fixtures of his said foundries and machine shop, and blacksmith shop and store of goods, and household furniture, and the other movable property of him, the said Joseph, the same being situate at Rockaway aforesaid, and proceeded to advertise the said personal property for sale on the 12th day of February, 1852, and on that day sold so much thereof as was sufficient to pay and satisfy the said judgment of the said Abraham D. Cartright, Nathaniel D. Cartright and Henry Smith, above mentioned, and thereupon adjourned the said sale to the 11th day of March then next following, at which time he, the
 40 said Abraham Tappen, sheriff as aforesaid, further proceeded with

the sale of the said personal property and completed the sale thereof, on the day last aforesaid and the day following, but did not, to the best of these defendants' recollection and belief, make said sale under the said alias execution, so issued as aforesaid, on the said judgment recovered by the said John H. Stephens, it having been discovered before the said sale, according to the best of these defendants' recollection and belief, that the same had been cancelled as aforesaid, and said sale was made under and by virtue of the said other last mentioned executions.

And these defendants, further answering, say that the said sale 10 was by public vendue, and was attended by a large number of persons, amongst whom were several other creditors of the said Joseph C. Righter, besides this defendant, Stephen W. Righter, from New York and other places, and the said sale was a *bona fide* sale, publicly known and made in an open and public manner and with the usual amount of competition in bidding. And these defendants believe that the said personal property brought at said sale as large a price as could have been obtained for the same by sale at public auction.

And these defendants, further answering, say that at the said 20 sales this defendant, Stephen W. Righter purchased goods to the amount of \$3240,70, including amongst other things the greater part of the machinery, tools and fixtures, flasks, patterns and other personal property in and about the iron foundries, machine shop, and blacksmith shop of the said defendant, Joseph C. Righter, and the said Freeman Wood purchased property at said sale to the amount of \$2115,50, including amongst other things, another portion of the said machinery, tools and fixtures and other personal property connected with the said foundries and machine business of the said Joseph, amounting to the sum of 30 \$910,50, which part of the said F. Wood's purchase was assumed by the said Stephen; and the residue of said Freeman's said purchase included the goods in the store, and amounted to the sum of \$1205, which the said Freeman Wood accounted to the said Stephen W. Righter, and one Charles A. McCarty also purchased property to the amount of \$21,50 at the said sale, which purchase of the said McCarty was also assumed by the said Stephen; making the whole amount to be accounted for by him, the said Stephen, \$5376,70, of which the sum of \$254,99 was applied to and paid by the said Stephen, in satisfaction of the said judg- 40

ment of Abraham D. Cartright, Nathaniel D. Cartright and Henry Smith, against the said Joseph C. Righter above mentioned, together with the interest, costs and execution fees due thereon; and the further sum of \$105,17, was applied to and paid by the said Stephen W. Righter, in satisfaction of the balance due upon the said judgments of the said Joseph E. Edsall, and Isaac L. Hunt and Noah S. Hunt, and of the interest, costs and execution fees due thereon, the residue of said last mentioned judgments having been raised and paid out of the proceeds of sales made to
 10 other persons than the said Stephen, at the sale aforesaid, which said 2 sums of \$254,99, and \$105,17, amounted to the sum of \$360,16, leaving of the amount of purchases made and assumed by and accounted for to said Stephen W. Righter, the sum of \$5017,54, to be credited on the judgments of him, the said Stephen W. Righter, under which the said sale was made as aforesaid, whereas by mistake the sum of \$5122,71, was receipted by the said Stephen W. Righter to the said Sheriff Tappen, in consequence of an error made in calculation.

And these defendants, further answering, say that at the time
 20 of the conclusion of said sale to wit: on the 12th day of March, 1852, there was justly and honestly due to this defendant, Stephen W. Righter, on his said judgments, under which amongst others, the said sale was made, the following sums to wit: on the said judgment recovered on the 19th day of February, 1849, for principal and interest, and costs, the sum \$6649,63, and on the said judgment recovered on the 23d day of December, 1851, as aforesaid, for principal, interest and costs, the sum of \$1763,83, making in all the sum of \$8413,46, exclusive of Sheriff's execution, fees which were paid out of the proceeds of sale to other persons, at the said sale above mentioned, leaving a balance of
 30 \$3395,92, still due on the said judgments, after deducting the said credit of \$5017,54, to be made thereon as aforesaid.

And these defendants, further answering, say that the said Stephen W. Righter is fully responsible for all the said liabilities, endorsements and stipulations assumed and made by him as herein before mentioned, and that he hath in compliance with his agreement aforesaid, bearing date the 22d day of December, 1851, taken up, paid and satisfied the said 10 promissory notes, amounting in the whole to the sum of \$1752,34, in the said agreement
 40 mentioned and referred to.

And these defendants, further answering, say that of the said 7 bonds, notes and securities, upon which the said Stephen W. Righter became liable, either as joint obligor or endorser, or otherwise, and in respect of which the said mortgage on the Berry place, bearing date the 17th day of February, 1849, was given by the said Joseph to the said Stephen, to indemnify him, the said Stephen, against the payment thereof, he, the said Joseph, subsequent to the giving of the said mortgage, and prior to the said sale of personal property, paid the note dated 20th March, 1848, for the sum of \$500; and the said Stephen hath paid the 10 said bond to William Shelly for \$300, and the said bond to the said Phebe M. Stites for \$300, and the said note held by John H. Stephens for \$500, and the said note given to William Shelly for \$400; and the said note given to Aaron Ogden for \$250 is still outstanding and unpaid, and the said Stephen still liable thereon; and the said note given to John Mitchell, for \$300, has been taken up and paid by another joint note of the said Joseph and Stephen, which is still outstanding and unpaid, and the said Stephen liable thereon, which said note, given to John H. Stephens, had been sued and put into judgment, as before 20 mentioned, and the said note to William Shelly for \$400 had also been prosecuted to judgment and execution against these defendants, and the said Freeman Wood, in the Morris Circuit Court, which said judgments of the said John H. Stephens and William Shelly were paid prior to the said sale of personal property, and the said bonds to William Shelly and Phebe M. Stites have been paid as aforesaid since that time; and these defendants say that the several amounts paid by the said Stephen W. Righter, on the said securities, and the times of payment thereof, respectively, as near as these defendants can ascertain, were as follows, that is to 30 say: for judgment, interest and costs on the said note given to John H. Stephens, he, the said Stephen, paid \$570 33, on or about the 28th day of May, 1849; for judgment, interest and costs, on the said note given to William Shelly, he the said Stephen paid the sum of \$473 04, on or about the 14th day of May, 1849; and on the said bond of \$300, given to William Shelly, the said Stephen paid for principal and interest the sum of \$332 80, on or about the 24th day of March, 1852; and on the said bond for \$300, given to Phebe M. Stites, the said Stephen paid for interest the sum of \$18, on or about the 12th of June, 1852, 40

and for principal and interest the further sum of \$315 10, on or about the 31st day of March, 1853.

And these defendants, further answering, say that of the said notes given in 1851, and endorsed by the said Stephen, for the accommodation of the said Joseph, and in respect of which the said Stephen was indemnified, or intended so to be, against his said endorsements, by the said mortgage dated the 22d day of December, 1851, upon four certain tracts of land therein mentioned, as herein before is stated, he, the said Stephen, hath paid 10 about \$70 on the said note for \$135, and hath paid the said two notes of \$320 each, and the said note for \$210, and hath tendered, as before mentioned, to the said John H. Stephens, or his attorney, the amount due for principal and interest on the said note of \$375, to wit, the sum of \$405, on or about the 26th day of January, in the year 1853; which said payment so made, as last aforesaid, by the said Stephen W. Righter, on the said last mentioned notes, were made in or about the month of April, 1851, and which said payments, so made by the said Stephen, on all the said bonds, notes and judgments, were made by him in consequence 20 of the said Joseph C. Righter being embarrassed and unable to pay the said securities, and at his, the said Joseph's request, and he, the said Stephen, was compelled and obliged to pay the same in consequence of his liability thereon.

And these defendants, further answering, say that at and after the said sale of personal property, the said Joseph was and hath since continued to be insolvent and unable to pay his debts, whereby it became certain that he, the said Stephen W. Righter, would be compelled to pay all the notes, bonds and other securities whereon he was then liable for the said Joseph C. Righter, 30 and the said Joseph C. Righter, having become thus insolvent, was entirely unable to carry on any business, or to render his property available or profitable for the reduction of his indebtedness otherwise than by a sale and disposition thereof.

And these defendants, further answering, say that after the said sale of the said personal property, the said Joseph C. Righter proposed to sell his real estate aforesaid, and offered the same to divers persons, whom he considered able to purchase the same, and applied to divers persons, and in other ways endeavored to obtain a purchaser thereof, and did sell to the said Freeman 40 Wood, the house, store and lot, where he the said Joseph resided;

having some time previously, about the year 1849, sold the tavern, house and lot, bought of John P. Conger, but was not able to find a purchaser for the residue of his said real estate at any price, which he the said Joseph deemed adequate for the same, and finally, on or about the 19th day of April, 1852, offered to the said Stephen W. Righter, to convey the said real estate to him, the said Stephen W. Righter, but without a release of the dower right of the wife of the said Joseph, in satisfaction of the said debts, claims and liabilities due and owing from the said Joseph to the said Stephen, and in consideration that he, the said Stephen, should 10 pay and satisfy the several securities on which he the said Stephen was then liable for the said Joseph as aforesaid, and also the incumbrances that were then subsisting upon the said real estate, and the said Stephen W. Righter, on the day and year last aforesaid, being then the owner of the said machinery, tools, fixtures and other personal property connected with the said foundries, and machine shop, and being liable to make the same available or profitable without the possession of the said real estate, in and upon which the said foundries and shops were situated and carried on; and apprehending a very considerable sacrifice in the 20 amount which he would realize from said personal property, without the possession of the said real estate, finally concluded to accept the proposition of the said Joseph, and thereupon the said deed, in the said bill mentioned, bearing date on the day and year last aforesaid, was executed and delivered by the said Joseph, to the said Stephen, which deed having been duly acknowledged by the said Joseph C. Righter was recorded in the clerk's office aforesaid, on the same day and year last aforesaid, in Book Z 4, of Deeds, pages 360, 361 and 362, and the sum of \$11,300, was inserted in the said deed as the amount of consideration thereof, 30 being the amount of the said indebtedness, liabilities, and incumbrances as near as the said Joseph and Stephen were then able to ascertain the same, but from a subsequent examination of the said indebtedness, liabilities and incumbrances, and of all the interest, costs and expenses thereon, these defendants have ascertained that the same considerably exceeded the said sum of \$11,300.

And these defendants, further answering, say that the amount actually due from the said Joseph to the said Stephen, on the day and year last aforesaid, for principal and interest upon the balance 40

of the said two judgments on which the sale of the said personal property was made, as aforesaid, and for money paid to the said John H. Stephens and William Shelly, on the respective notes and judgments thereon held by them, as aforesaid, and for the amount of \$70 paid on the said note of \$135, and for the amount of one of the said notes of \$320 held by Edwin Post, together with interest, costs and charges due thereon, paid by the said Stephen and due on the matters last aforesaid, was the sum of \$5,032 34, as near as these defendants can now ascertain the same, and the
 10 amount for which the said Stephen W. Righter was then liable for the said Joseph C. Righter, exclusive of interest on the said bonds to William Shelly and Phebe M. Stites, respectively, and on the said notes given to Aaron Ogden and John Mitchell, respectively, and on the said note of \$375, held by said complainants, and on the said other note of \$320 held by Edwin Post, and on the said note of L. B. Dill & Co., all of which said notes and securities were embraced in the said mortgages given by the said Joseph to the said Stephen, as aforesaid, was the sum of \$2,055, making the whole amount of indebtedness then due from the said
 20 Joseph to the said Stephen, and of the liabilities of the said Stephen then outstanding, on account of the said Joseph, exclusive of interest on said liabilities, the sum of \$7,087 34.

And these defendants, further answering, say that the incumbrances then subsisting on the real estate so conveyed by the said Joseph to the said Stephen, as aforesaid, on the day and year last aforesaid, other than the incumbrances thereon so held by the said Stephen, amounted, for principal and interest and costs, as near as these defendants can now ascertain, to the sum of \$6,476 58; which incumbrances were as follows, that is to say: a mort-
 30 gage on the Berry place, held by the executors of Titus Berry, deceased, for the sum of \$800, or thereabouts; the decree of this honorable court in favor of and held by George W. Clark, in said bill mentioned, on which a balance was then due of \$371.86, or thereabouts; the said judgment in favor of Samuel F. Righter, in the said bill mentioned, recovered on the 19th February, 1849, on which, upon settlement made between the said Joseph and Samuel on or about the 11th day of March, 1852, there was found to be a balance due of \$1137 60, which amounted on the 19th day of April, in the year last aforesaid, to the sum of
 40 \$1144 78, or thereabouts; the said other judgment in favor of

Samuel F. Righter, in the said bill mentioned, recovered on the 18th day of March, 1852, amounting on the day and year last aforesaid to the sum of \$390 39, or thereabouts; the said judgment of Peter Van Zandt Lane and William B. Guild, in the said bill mentioned, amounting on the day and year last aforesaid, to \$3,430.55, or thereabouts; and the said several judgments of Chas. C. DeHart, Nancy Kitchel, Middleton Bell and John Jelliff, in the said bill also mentioned, together amounting on the day and year last aforesaid to the sum of \$339, or thereabouts; which said incumbrances, by the terms of the said sale of the said real estate, 10 so made as aforesaid by the said Joseph to the said Stephen, he, the said Stephen, was to pay and satisfy; and which incumbrances, together with the said sum of \$7,087 34, so due from the said Joseph to the said Stephen, and for which the said Stephen was so liable, as aforesaid, formed the true and real consideration of the said deed from the said Joseph to the said Stephen, amounting in the whole to the sum of \$13,563 82, or thereabouts; and this defendant, Joseph C. Righter, for himself says, and the said Stephen W. Righter believes it to be true, that the said several mortgages, judgments and decree last men- 20 tioned, for the respective amounts last above stated, were justly, honestly and *bona fide* due and owing by the said Joseph, and in law and equity were valid incumbrances on the said property, in manner aforesaid.

And these defendants, further answering, say that it is not true that the said judgments of the said Samuel F. Righter, against the said Joseph C. Righter, are nearly or entirely paid off and satisfied, but that at the time the said deed was given by the said Joseph to the said Stephen, the several amounts were justly and honestly due thereon which are herein above 30 stated in that behalf, and that the said several amounts, with the accruing interest thereof and costs, are still justly and honestly due on the said last mentioned judgments.

And these defendants, further answering, say that the said Stephen W. Righter, hath since the execution and delivery of said deed, paid and satisfied the said several judgments of Lane and Guild, Charles C. DeHart, Nancy Kitchell, Middleton Bell and John Jelliff, and hath taken an assignment of the said several judgments of Lane and Guild, Charles C. DeHart and Nancy Kitchell, upon the payment thereof, and which said last mention- 40

ed judgments, he the said Stephen, now holds for his security in that behalf.

And these defendants, further answering, say that in equity and good conscience, said Lane and Guild ought to be compelled to raise and satisfy the said executions issued on the several judgments of the said Joseph E. Edsall, Isaac L. Hunt and Noah S. Hunt, out of the property of the said Freeman Wood, Stephen W. Righter, or either of them, inasmuch as the said debts for and upon which the said several judgments were recovered, were the
10 real debts of the said Joseph C. Righter, and not of the said Freeman Wood and Stephen W. Righter, or either of them, they the said Freeman Wood and Stephen W. Righter, being merely the sureties of the said Joseph C. Righter, in respect of the said last mentioned debts.

And these defendants, further answering, say that it is not true that the said decree of the said George W. Clark, with the interest and costs thereof, has been in whole or in part paid off and satisfied, and ought to be discharged of record, except as to the sum of \$300, which was paid thereon by the said Joseph C.
20 Righter, on or about the 10th day of December, 1850, and these defendants say that the balance of said decree with the interest and costs which have occurred thereon, is still outstanding and unpaid, and these defendants admit it to be true that the said decree was assigned by the said George W. Clark to the said John Righter, in said bill named; and these defendants have been informed, and believe that the said John Righter hath since assigned the same to the said Samuel F. Righter, his son; and these defendants admit that the said Sheriff Tappen advertised the mortgage previous mentioned, in the execution issued on said
30 decree, as in the said bill is mentioned, with an intention to sell the same; but these defendants say that the same hath not been sold, but the said execution and decree are still outstanding and valid, for the amount herein before for that purpose mentioned.

And these defendants, further answering, say they deny that the said Stephen W. Righter's two judgments so recovered by him as aforesaid, against the said Joseph, are or were fraudulent or collusive, or intended to cover up the property of the said Joseph, and protect the same against the just liens and claims of his creditors, or that the same were not for the honest intention of securing any just debts due from the said Joseph to the said Stephen,

and deny that the said judgments are or have been kept on foot with the said judgment of the said John H. Stephens, or otherwise, for the sole purpose or at all for the purpose of embarrassing the sale of the said Joseph's property in any way, or to cause it to bring little in amount for any purpose stated in said bill, or that he the said Stephen W. Righter has assumed to control the said Sheriff in the sale of the said Joseph's property, otherwise than he was justly and legally entitled to do as the holder of the said judgments, but these defendants say and insist that the said judgments were fair, honest and bona fide, and intended only to 10 secure him the said Stephen, the amount due him on the same respecting as herein before mentioned and expressed.

And these defendants, further answering, say that they deny that the said mortgage, given by the said Joseph to the said Stephen, and bearing date on the 17th day of February, 1849, in the said bill mentioned, being the same mortgage herein before mentioned and described, is or was fraudulent or without valuable consideration, but say and insist that the same was *bona fide* and honestly given by the said Joseph to the said Stephen, for the purposes herein before expressed. And these defendants also deny that 20 the said mortgage, given by the said Joseph to the said Stephen, and bearing date on the 22d December, 1851, for securing to the said Stephen the payment of the said sum of \$1,736.27, and also the said judgment of \$5,596.20, besides costs, is or was a mere sham without any consideration whatever, as in the said bill is stated and alleged, or that the same was in any manner fraudulent or collusive, but say and insist that the same was given *bona fide* and paid and honestly for the purposes herein before expressed; and they also deny that the said other mortgage bearing date the day and year last aforesaid, given by the said Joseph to 30 the said Stephen, for securing and indemnifying the said Stephen against his endorsements upon certain notes therein mentioned, as herein before expressed, was given for any other purpose than for the honest purpose of securing to the said Stephen indemnity against his said endorsements for the said Joseph, and deny that the same was given for the purpose of embarrassing, delaying or hindering the other *bona fide* creditors of the said Joseph from collecting their just demands; and these defendants deny that the said deed given by the said Joseph to the said Stephen, and bearing date the 19th day of April, 1852, was given for the fraud- 40

ulent purposes for that purpose alleged and stated in said bill, or for any other fraudulent purpose, but say and insist that it was given *bona fide* and for the purposes and consideration herein before expressed of and concerning the same. And these defendants admit that no money was actually paid by the said Stephen to the said Joseph, at the time of the execution and delivery of the said deed, in consideration or part consideration thereof, but they say that the said Stephen, besides the amount of indebtedness due him from the said Joseph, which formed a part of the consid-
 10 eration of said deed, as above mentioned, hath paid large amounts of money for the said Joseph, in consideration thereof, as herein before is more fully expressed. And these defendants deny that at the time of the execution of the said deed, they, or either of them stated that the said deed was for the purpose of preventing the *bona fide* judgment creditors of the said Joseph from enforcing their just claims.

And these defendants, further answering, say that sometime in or about the month of May, in the year 1852, other judgment creditors of the said Joseph C. Righter, who had obtained judg-
 20 ments against the said Joseph in the Circuit Court of the said county of Morris, in or about the term of April preceding, issued executions upon their said judgments, as in the said bill of complaint is expressed, and directed the then sheriff of the said county of Morris, the said Abraham Tappen, Esq., to levy upon and sell, amongst other things, the real estate, so conveyed by the said Joseph to the said Stephen, as aforesaid, or the greater part thereof, and thereupon the said sheriff Tappen gave notice of his intention so to advertise and sell the said property to the said sheriff Farrand; and the said sheriffs, Farrand and Tappen,
 30 at or about the same time, to wit: in or about the month of May, aforesaid, proceeded to advertise the said property to be sold, he, the said sheriff Farrand, as the then late sheriff of the said county, advertising the same under and by virtue of the said executions to him issued upon the said judgments of Samuel F. Righter and Stephen W. Righter, herein before mentioned, which were recovered against the said Joseph on the 19th day of February, 1849, and the said sheriff Tappen advertising the same under and by virtue of the said alias execution of the said Stephen W. Righter, issued on his said last mentioned judgment,
 40 and the execution issued upon the judgment recovered by him

against the said Joseph on the 23d day of December, 1851, as
 aforesaid, and the said execution of the said Samuel F. Righter,
 issued on his said judgment, recovered against the said Joseph on
 the 18th day of March, 1852, in the said bill mentioned, and also
 on the several executions of the said Lane & Guild, Charles C.
 DeHart, Nancy Kitchell, Middleton Bell, John Jelliff, Edwin
 Post and Robert A. Haggerty, Martin E. Green and Rufus D.
 Cox, and Elisha Kingsley and Benjamin Shrew and Richard
 Stillwell, John M. Brown and William E. Stillwell and Ebenezer
 B. Woodruff, Jr.; and also on the said alias execution issued upon 10
 the said judgment of the said John H. Stephens, the advertise-
 ment under the said last mentioned execution being without the
 authority or desire of this defendant, Stephen W. Righter, and
 all proceedings therein being afterwards, before the said sale
 hereinafter mentioned, directed to be stayed; and this defendant,
 the said Stephen W. Righter, in order to protect his own just
 rights, and to save and preserve the priority to which by law he
 was entitled by virtue of his said judgment and executions, and
 in order to prevent the said creditors from taking an unjust and
 illegal advantage of him, the said Stephen, and involving him in 20
 litigation to defend his right and title to the said property, per-
 mitted and allowed the said sheriffs Farrand and Tappen to pro-
 ceed under the executions of him, the said Stephen, and advertise
 and sell the said real estate by virtue thereof, at the same time
 that he, the said Sheriff Tappen, should or might advertise and sell
 the same under the executions so issued as aforesaid by the other
 creditors of the said Joseph C. Righter, but had not, at the time
 of the said advertisement and sale, given to the said sheriffs any
 express directions so to proceed and advertise and sell under his
 said executions, the said sheriffs having in their hands the said 30
 executions and levies made by virtue thereof, and not having re-
 ceived any stay of the same, or any of them; and this defendant,
 Stephen W. Righter, having been advised by his counsel that
 his interest and security required that he should rely as well
 upon his judgments and other securities as upon his deed afore-
 said, in order to defend his title to the said property, after the
 said advertisements by the said sheriffs were made as aforesaid,
 sanctioned and confirmed the said proceedings of the said sheriffs,
 under his, the said Stephen's, executions aforesaid, and directed
 the said sheriffs to proceed and sell under the same. And this 40

defendant, Stephen W. Righter, denies that he assumed, by himself or his attorneys, counsellors or agents, to control and direct the said sheriffs, by virtue of his said claims, in the manner and order of sale, or in the application of the moneys arising therefrom, otherwise than as he conceived and believes he had a right to do as the holder of his said judgments and executions, before mentioned, and as entitled in manner aforesaid to the said lands and premises so conveyed to him by virtue of the premises.

And these defendants, further answering, say that in pursuance 10 of the said advertisement of sale by the said Sheriffs, the sale of the said real estate was commenced by the said Sheriff Farrand, on the 18th day of October, 1852, who on the day and year last aforesaid, sold 2 of the lots or parcels of land included in the said Farrand's said levy, to wit : the 3d lot mentioned in his, the said Farrand's said levy, and therein described as the tavern lot, containing the barn and stables with one other dwelling house, bounded as therein described, containing as therein mentioned, half an acre more or less ; and also the 8th lot or parcel of land mentioned in the said Farrand's levy, and therein described as a lot situate 20 near Horse Pond, bounded on the east by lands of Samuel S. Beach, on the north, by lands of John Righter, on the west, by lands of the estate of Chilion Beach, deceased, on the south, by the same, containing 36 acres more or less, which said two lots, except a small strip of the said tavern lot on west side thereof, had, long prior to said sale, been sold and conveyed by the said Joseph C. Righter, to other persons, and released by the said Samuel F. Righter and Stephen W. Righter, respectively from the lien and operation of their said judgments and executions, under which the said Sheriff Farrand so advertised and sold as last 30 aforesaid, and the said Sheriff Farrand, in selling the same, sold only the interest of the said Joseph C. Righter, therein, and the said Stephen W. Righter bid upon the same at the said sale, for the purpose as well of protecting the title of the parties to whom the said Joseph C. Righter, had so sold the two lots as before mentioned, as of becoming the purchaser of said strip, and being the highest bidder, therefore the same were struck off to him, the said Stephen, at the sum of \$350, for the said tavern lot, and at the sum of \$5, for the said Horse Pond lot, and thereupon after the sale of the said two lots, the said sale was adjourned by the Sheriffs 40 aforesaid, to the 15th day of November, in the year 1852, at which

time the said Sheriff Farrand again proceeded to sell other portions of the said real estate under the execution so held by him as aforesaid, and separately bid off and sold the remaining lots and parcels of land and real estate, contained in his said levy, and it is true that the said Stephen did bid on the said property at the said sale, and did so for the purposes and objects herein before expressed, and being the highest bidder for the said lots, respectively the same were then and there struck off to him the said Stephen, at the prices herein after mentioned, that is to say, the 5th lot mentioned in the said Sheriff Farrand's said levy, and 10 therein described as lot bought of Joseph DeCamp, bounded on the east by the Mount Hope road, on the north by lands of Stephen Jackson, on the west by the Berry place, on the south, by the same, containing 10-100 of an acre more or less, for the sum of \$35; the 6th lot in the said levy, mentioned and therein described as bounded on the east by the Mount Hope road, on the north by lands of Ludlow Prudden, on the west by the Berry place, on the south by lands of Stephen Jackson, containing 10-100 of an acre more or less, for the sum of \$5; also the 4th lot in the said levy, named and therein described as lot adjoining 20 the Methodist church lot in the village of Rockaway, bounded on the west by the road running from Rockaway to Mount Hope, on the north by lands belonging to the Methodist church and Ludlow Prudden, on the east by lands of Sarah Kitchell, on the south by the road running from Rockaway to Beach Glen, containing 1-4 of an acre more or less, for the sum of \$5; also the 1st and 7th lots in the said levy mentioned, and therein described as follows: the first lot known as the Berry lot, bounded on the east by the road running from the village of Rockaway to Mount Hope, on the north by lands of Joseph Jackson, on the 30 west by lands of John D. Jackson, on the south by lands of Cummins McCarty, Joseph Jackson and others, containing 52 acres more or less; and the seventh lot described as purchased of Samuel B. Halsey, bounded on the east by the Mount Hope road, on the north by the Mount Hope road, on the west by lands of Joseph Jackson and the Berry place, first named, on the south by lands of Wm. Waer and the Berry place, containing 14 acres more or less, for the sum of \$9,825, for the said first and seventh lots, which said 5th and 6th lots are two small building lots, contained in the Mortgage, given by the said Joseph to the said Ste- 40

phen on the 22d day of December, 1851, to secure the said sum of \$1,736.27, and the judgment aforesaid, and were also included in the said deed given by the said Joseph to the said Stephen, and in the levy of the said complainants in their bill first mentioned, and which said 4th lot, adjoining the Methodist church lot, was a small lot that had been purchased for the purpose of widening the road, and for the most part, if not wholly, lay in the road dedicated to the public for that purpose, and which lot was embraced in the said deed given by the said Joseph to the

10 said Stephen, but was not included in the said levy of said complainants, and which said first and seventh lots, included the farm known as the Berry place, and land adjoining thereto, and connected therewith on which the said foundries, machine and blacksmith shops are situated, and which said Berry place of 52 acres or thereabouts, was included in the said mortgage, given by the said Joseph to the said Stephen on the 17th day of February, 1849, and also in the said mortgage, given by the said Joseph to the said Stephen, on the 22d day of December, 1851, to secure the said sum of \$1736.27, and for other purposes

20 as before mentioned, and also in the said deed given by the said Joseph to the said Stephen, and also in the said levy of complainants, and which said seventh lot containing 14 acres more or less, consisted of four different lots, lying together to the north of the said Berry place, and which are all contained in the said deed from the said Joseph to the said Stephen, being the 3d, 4th, 5th and 11th lots therein mentioned, and which are also contained in the levy of the complainants, being the 2d, 3d, 4th and 5th lots therein named, and two of which, to wit, the lot of four acres and 52-100, purchased of Samuel B. Halsey, and the lot of 11 47-100

30 acres, purchased of John D. Jackson, are included in the said mortgage, given by the said Joseph to the said Stephen on the 22d of December, 1851, to secure the said sum of \$1736.27, and for the other purposes aforesaid, and all of which said four lots are also included in the said other mortgage, given by the said Joseph to the said Stephen on the day and year last aforesaid, to secure him the said Stephen against his said endorsements as before mentioned.

And these defendants, further answering, say that upon crediting the whole of the said amount of \$5017.54, herein before mentioned,

40 (as the amount of the said Stephen's purchases of the said per-

sonal property, for which he was accountable as a credit upon his said judgment,) upon the said judgment of \$5596.20, which amounted as aforesaid, at the time of the said sale of personal property, to the sum of \$6649.63, there was a balance remaining due on the said judgment of \$1632.09, but by the mistake in the calculation so made as aforesaid, the balance then supposed to be due on said judgment, after making the credit as then calculated, was \$1526.92, and accordingly at the sale of the said real estate so made by the said Sheriff Farrand as aforesaid, he the said Stephen instructed the said Sheriff Farrand, that the amount due on his the said Stephen's judgment of \$5596.20, was \$1500 or thereabouts, and the said Samuel F. Righter, at the said sale of real estate, instructed the said Sheriff Farrand, that there was then due on his said judgment and execution, under which together with the said Stephen's judgment, the said sale of real estate was made by the said Sheriff Farrand, the sum of \$1240 or thereabouts, which was the amount then really and justly due thereon.

And these defendants, further answering, say that the whole amount of the said several bids of the said Stephen W. Righter, on the said real estate, was the sum of \$10225, leaving a balance after deducting the amount really due on the said judgments of the said Samuel F. Righter, and the said Stephen W. Righter, under which the said Sheriff Farrand so made the said sale as aforesaid, of \$7352.91, including the said Sheriff Farrand's execution fees, to be taken out of the said balance.

And these defendants, further answering, say that the said other judgments of the said Stephen, recovered by him, against the said Joseph, on the 23d of December, 1851, and the said other judgments of the said Samuel F. Righter, recovered by him on the 18th of March, 1852, and the said several judgments of Lane and Guild, Charles C. DeHart, Nancy Kitchell, Middleton Bell and John Jelliff, under all which said last mentioned judgments, the said Sheriff Tappen held executions in his hands at the time of the said sale of real estate, and which judgments were prior to the said deed from the said Joseph C. Righter to the said Stephen W. Righter, and were assumed by him as aforesaid, as incumbrances on the said property, amounted at the time of the said sale of real estate for principal, interest, costs and execution fees to the sum of \$6250 or thereabouts, and this defendant, Stephen W. Righter, at the conclusion of the said

sale of real estate by the said Sheriff Farrand as aforesaid, insisted and still insists that the said balance of \$7352.91, should be first applied to the said judgments last above mentioned, the same being prior to any of the other creditors of the said Joseph C. Righter, and that the residue of the said balance should be retained by him, the said Stephen W. Righter, by virtue of his said deed from the said Joseph C. Righter, to the said Stephen, which said deed was prior in date and register, to the said other judgments of the said other creditors.

- 10 And these defendants, further answering, say it is true that after the sale so made by the said Sheriff Farrand as aforesaid, he, the said Stephen W. Righter, forbid any further sale of the said property, and he submits this honorable Court, that he was justified in law and equity in so doing.

And these defendants, further answering, say that the whole amount of sale of personal property of the said Joseph C. Righter, made by the said Sheriff Tappen, at the sales thereof, as aforesaid, was \$5830.60, which together with the amount of the said sales of real estate, so made by the said Farrand as aforesaid,
 20 amounted in all to the sum of \$16055.60, and these defendants insist that the same ought to be applied only in the manner hereinbefore mentioned and expressed, and this defendant, Stephen W. Righter, says that it would be very onerous, oppressive and unjust to compel him, the said Stephen, to pay the said money so to be accounted for by him as aforesaid, into court, inasmuch as he the said Stephen is justly entitled to the same, or to the greater part thereof, as herein before is stated and explained.

And these defendants, further answering, deny that the said Stephen W. Righter is indebted to the said Joseph C. Righter, or
 30 that he, the said Stephen, holds the property of the said Joseph, as a trustee in trust for the said Joseph, or that all or any of his said transactions with the said Joseph, have been or are for the benefit or use of the said Joseph, further than this, that he, the said Stephen, in lending the said Joseph money, and becoming security for him in the manner herein before mentioned, was willing and desirous of aiding and assisting the said Joseph C. Righter in carrying on his said business; and these defendants deny that any of the said transactions have been or intended to be a fraud upon the said Joseph's other judgment and execution creditors.

- 40 And these defendants, further answering, say that to the best

of their belief, the said real and personal property at the said several sales thereof, brought as much as the same was worth or could be sold for at the times of the said respective sales, other than the being subject to the encumbrances subsisting thereon as aforesaid, and subject also to the dower right of the wife of the said Joseph, and that there was much competition in bidding by and on behalf of the other creditors of the said Joseph C. Righter, as well at the said sale of the said real estate, as at the said sales of the personal property, and the defendants further say that the prices of iron have recently and since the said sales greatly advanced, and the iron business in all or most of its various branches has greatly increased in profit and value, by reason whereof it may be true that the said real estate at the present time would bring a larger price than it did so bring as aforesaid, at the said sale thereof by Sheriff Farrand as aforesaid; and the said Stephen further saith that since the said deed to him made as aforesaid, by the said Joseph, and before the said Sheriff sale thereof, he the said Stephen hath in good faith expended the amount of \$1200 or thereabouts, in and upon the said Berry place and lands adjoining thereto, in repairing and improving one of the said foundries located thereon. 10 20

And these defendants, further answering, admit that the said Sheriff Tappen, adjourned the further sale of the said property until the 13th of December, 1852, as in the said bill is alleged, but hath not been directed or requested, but on the contrary, hath been forbidden by the said Stephen, to make any further sale of the said property or any part thereof.

And this defendant, Stephen W. Righter, submits to this honorable court, that the said deed so to him made as aforesaid, by the said Joseph C. Righter, is and ought to be decreed to be a good and valid conveyance, and that he the said Stephen, by virtue thereof is justly entitled to all the surplus money arising from the said sales of the said real estate, after satisfying the said judgments upon the same, entered prior to the said date and recording of said deed, but if this honorable court should be of opinion and should decree that the said deed is not under the circumstances a valid conveyance as aforesaid, then the said Stephen submits to this honorable court, that he is fairly and justly entitled to be remitted to all his rights under and by virtue of the said 30

several judgments so recovered by and paid and assigned to him as aforesaid.

And these defendants, further answering, submit to this honorable court that the said complainants have no ground of equity for coming into this honorable court for relief in the manner and under the circumstances set forth in the said bill of complaint, and they pray that they may have the same benefit and advantages thereof, as if they had demured to the said bill.

10 (Usual conclusion, and sworn to in common form.)

IN CHANCERY OF NEW JERSEY.

BETWEEN	}	
JOHN H. STEPHENS, WILLIAM H. CAMP,		
<i>Complainants,</i>		<i>Petition.</i>
AND		
STEPHEN W. RIGHTER, et als,		<i>Defendants.</i>

To the Honorable Benjamin Williamson, Chancellor of the State of New Jersey.

The petition of Jacob Vanatta of Morristown, in the county of Morris, one of the defendants in this cause, respectfully sheweth that on or about the twenty-ninth day of August, eighteen hundred and fifty-five, in pursuance of and in obedience to the order of this court, made in this cause, bearing date March the fourteenth, eighteen hundred and fifty-five, Henry D. Farrand and Abraham Tappen, and your petitioner did make sale of the lands and real estate in said order mentioned, and in the manner directed in and by the said order, and that said Farrand, Tappen and your petitioner, each executed and delivered a deed to each 10 purchaser of any part of said lands and real estate.

Your petitioner further shows the whole or aggregate amount of the sales of said lands and real estate was nine thousand two hundred and fifty-two dollars; that, of that amount the said Henry D. Farrand received the sum of one hundred and seventy-two dollars and seventy-three cents, and the said Abraham Tappen has received thereof, the sum of thirty dollars, that your petitioner has received the balance of the amount produced by the said sales of land, being the sum of nine thousand and forty-nine dollars and twenty-seven cents. 20

Your petitioner further shows that for many years before the time of making said sales, the principal and most valuable part of said lands, being that portion thereof called the Berry tract, was encumbered with a mortgage given by Joseph C. Righter, to the executors of Titus Berry deceased, for about eight hundred dollars, which mortgage was still unpaid at the time of making said sales, and as the lands which it embraced were sold in several

separate parcels, it was deemed right and judicious by your petitioner, and by the attornies of the principal part of the creditors claiming an interest in said lands, to sell said lands free and clear of said mortgage, and to pay off said mortgage from the proceeds of the sales of the lands encumbered by it, and accordingly, after said sales, and on or about the 17th day of September, eighteen hundred and fifty-five, your petitioner did pay to the holders of said mortgage the sum of nine hundred and twenty-two dollars and forty-three cents, that being the amount then due and unpaid thereon, and your petitioner then took an assignment of said mortgage to himself, he deeming it prudent to do so, that he might hold the same for his own protection in case he should not from any cause be allowed to take the amount due upon said mortgage, from and out of the said proceeds of sale, but whenever any court of competent jurisdiction shall approve and sanction the application of enough of the proceeds of the sales of said lands to pay and discharge said mortgage, then your petitioner is ready and willing to and will cancel said mortgage upon the record thereof.

20 And your petitioner further shows, that after paying the amount due upon said mortgage, there remains in his hands and under his control, of the proceeds of the sales of said lands, the sum of eight thousand one hundred and twenty-six dollars and eighty-four cents.

And your petitioner further shows, that it appears by the answer of Stephen W. Righter and Joseph C. Righter, (to which no replication has ever been filed,) that there was due and owing to the said Stephen W. Righter, from the said Joseph C. Righter, on the nineteenth day of April, eighteen hundred and fifty-two, 30 the sum of seven thousand and eighty-seven dollars and thirty-four cents, and for which the said Stephen W. Righter held and had the following liens upon the said lands and real estate, to wit: A judgment in his favor against Joseph C. Righter, in Morris Common Pleas, rendered on the nineteenth of February, eighteen hundred and forty-nine, for the sum of five thousand five hundred and ninety-six dollars and twenty cents; a mortgage from said Joseph to said Stephen, dated February seventeenth, A. D., eighteen hundred and forty-nine, conditioned to secure said Stephen against the payment of certain notes and bonds therein mentioned, 40 to wit:

Joseph and Stephen W. Richter's bond to Wm. Shelly, dated twenty-eighth of May, 1847, - - - -	\$300 00
Joseph and Stephen W. Richter's bond to Phebe M. Stiles, of same date, to secure with interest, - -	300 00
Joseph C. Richter's note, endorsed by Stephen, held by Morris County Bank, dated twentieth March, 1848, for - - - - -	500 00
Note made and endorsed as last, dated sixth December, 1847, and held by John H. Stephens, for - -	500 00
Joint note of Stephen and Joseph C. Richter, seventh February, 1848, to Aaron Ogden, for - - -	250 00
Note made as the last dated, given to John Mitchell,	300 00
Note made by Joseph C. and Stephen W. Richter, and Freeman Wood, given to Wm. Shelly, - - -	400 00
	\$2,550 00

A mortgage from said Joseph C. Richter to said Stephen W. Richter, dated twenty-second December, eighteen hundred and fifty-one, to secure the payment of seventeen hundred and thirty-six dollars and twenty seven cents, and also the principal, costs and interest due and to grow due on the judgment first hereinbefore mentioned. ²⁰

A judgment in the Circuit Court of the County of Morris, in favor of the said Stephen W. Richter, against the said Joseph C. Richter, entered on the twenty-third of December, eighteen hundred and fifty-one, for the penal sum of three thousand four hundred and seventy-two dollars and fifty-four cents, the real debt being seventeen hundred and thirty-six dollars and seventeen cents, and four dollars costs of suit, being one of the debts named in the mortgage last mentioned.

Also a mortgage dated twenty-second December, 1851, from the said Joseph C. Richter, to said Stephen W. Richter, recorded on the twenty-third December, 1851, to secure said Stephen against any loss or damage by reason of his having endorsed for the accommodation of said Joseph five several promissory notes therein mentioned, amounting to one thousand three hundred and sixty dollars, and also against loss or damage by reason of any other notes he might thereafter endorse for the accommodation of said Joseph. ³⁰

And your petitioner further shows that on or about the nine-

teenth day of April, eighteen hundred and fifty-two, the said Joseph C. Righter, by deed of bargain and sale by him duly executed, and acknowledged, conveyed to the said Stephen W. Righter, in fee all of the lands so as aforesaid, sold for and upon the considerations for that purpose mentioned in the said answer of the said Stephen and Joseph.

And your petitioner further shows that that part of said lands encumbered by the decree in favor of George W. Clark, in the bill and answer in this cause mentioned, was sold subject to said
 10 decree and no sale was made under or by virtue of the execution of this court issued on said decree.

And your petitioner further shows that the judgments which were liens, and the executions which were levied upon the said lands prior to the making of the said last mentioned deed from Joseph C. Righter to Stephen W. Righter, besides the judgments of said Stephen W. Righter, were the following: a judgment in favor of Samuel F. Righter in the bill in this cause mentioned, obtained on the nineteenth of February, eighteen hundred and forty-nine, on which there was due as stated in said answer, on
 20 the eleventh of March, 1849, the sum of eleven hundred and thirty-seven dollars and sixty cents; another judgment in favor of Samuel F. Righter, in the said bill and answer mentioned, recovered on the eighteenth of March, 1852, for about three hundred and ninety dollars; the judgment of Lane and Guild, rendered on the eighteenth of March, 1852; the judgment of Charles C. De Hart, rendered on the 18th of March, 1852, for one hundred and one dollars and forty-five cents debt and cost; Nancy Kitchell, rendered on the 18th of March, 1852, for one hundred dollars and fifty-four cents debt and costs; Middleton Bell, rendered on the
 30 18th of March, 1852, for sixty-two dollars and forty-six cents debt and costs, and John Jelliff, rendered on the 18th of March, 1852, for thirty-two dollars and thirteen cents debt and costs, all mentioned in said bill, and that the sales hereinbefore mentioned, were made under and by virtue of executions issued on all of said judgments respectively.

And your petitioner further shows that it appears by the said answer, that after the making of the said last mentioned deed, the said Stephen W. Righter paid and satisfied the said judgments of Lane and Guild, Charles C. DeHart, Nancy Kitchell, Middleton
 40 Bell and John Jelliff, and took assignments of the said judgments

of Lane and Guild, Charles C. DeHart and Nancy Kitchell upon the payment thereof, and at the time of swearing to said answer, held the same for his security in that behalf as appears by said answer.

And your petitioner further shows that he has been lately informed that very shortly before the said Stephen W. Righter assigned his property to your petitioner for the benefit of his creditors, as stated in the former petition your petitioner filed in this cause, he the said Stephen W. Righter assigned the said Lane and Guild judgment to one Henry R. Smeltzer, and that afterwards, 10 said Smeltzer assigned the same to Still Manning and Robert Dod, of the city of Newark, but neither said Smeltzer or said Dod ever gave any notice to your petitioner that they or either of them had or claimed any right to or interest in the said last mentioned judgment, although your petitioner was the attorney of record for plaintiffs in said judgment.

And your petitioner further shows that said Stephen W. Righter, at the time of making the said assignment for the benefit of creditors to your petitioner, or at any time before did not in any way inform your petitioner that he had assigned the said last 20 mentioned judgment, and your petitioner then supposed and fully believed that said Stephen W. Righter still held said judgment as the assignee thereof, and never to the best of his recollection and belief had any notice or information of any kind to the contrary, until a considerable time after he became the assignee of said Stephen W. Righter.

And your petitioner respectfully insists that Stephen W. Righter having agreed as alleged in said answer when he purchased the lands in question of Joseph C. Righter, to pay off and satisfy the said Lane and Guild's judgment as part of the consideration 30 he was to pay for said lands, and he afterwards having paid the same to Lane and Guild, the said judgment was satisfied and discharged and ceased to be a lien upon said lands, and that said Stephen W. Righter having taken an assignment of said judgment, could not and should not be permitted to make any other use of said judgment, than to set it up as an equitable claim upon which to be reimbursed the amount he paid said Lane and Guild for said judgment, and that only in the event of said deed of conveyance from said Joseph C. Righter to said Stephen W. Righter, being set aside and treated as void.

And your petitioner further shows, that the solicitor of the complainants in this cause has expressed to your petitioner a determination on the part of the complainants to not further prosecute this suit, and said solicitor has agreed with your petitioner that the Bill of Complaint in this cause may be dismissed, if the dismissal be made without requiring the said complainants to pay costs to the defendants: that the said Joseph C. Righter is dead, and no person has been made a party in his place and stead, and that the solicitor who appeared for said Joseph and Stephen, and
 10 who prepared and filed their answer in this cause, also consents that your petitioner may have said bill dismissed on the terms above stated, and that said Joseph and Stephen are the only original defendants who have appeared in said cause, and that your petitioner is the only other defendant who has appeared in said cause.

And your petitioner further shows that he is anxious to be discharged from the custody of the proceeds of the sales of said lands, and to pay out the same where they legally belong and should be applied, and so that when your petitioner has once paid out or
 20 paid over the same, he will be exonerated, released and discharged from all liability on account thereof, and as said lands were sold, and the proceeds of such sale have been kept, with a view to being disposed of under the order of this court, your petitioner humbly prays that your honor will not only make a decree dismissing said Bill of Complaint upon the terms aforesaid, but will also make an order, directing the disposition of said moneys, and directing your petitioner to pay off and satisfy, in the first place, out of said moneys, the amount so as aforesaid, due upon the said mortgage given by Joseph C. Righter to the executors of Titus Berry, at
 30 the time when your petitioner so as aforesaid paid the same; in the second place, directing so much of said proceeds of sale, as may be necessary for the purpose, to be applied to pay off and satisfy the amount that may be due upon the said two judgments of the said Samuel F. Righter, in this petition mentioned; that if, in the opinion of your honor, it will be proper, in the third place, to pay the legal fees of Abraham Tappen, late Sheriff, for advertising and making sale, under the executions in his hands, and for making deeds to the purchasers; and, in the fourth place, that the whole residue and remainder of the proceeds of the sales of said
 40 lands may be paid over to your petitioner, as assignee as aforesaid

of the said Stephen W. Righter, for distribution, pro rata, among such of the creditors of said Stephen as presented their claims and demands to your petitioner, under oath, within the time limited by law for that purpose, or such other or further order and relief in the premises as may be agreeable to equity and good conscience.

And your petitioner will ever pray, &c.

JACOB VANATTA.

IN CHANCERY OF NEW JERSEY.

BETWEEN	}	
JOHN H. STEPHENS and WILLIAM H. CAMP,		<i>On Bill</i>
<i>Complainants,</i>		
AND		
STEPHEN W. RIGHTER, JOSEPH C. RIGHTER,	}	<i>for Injunction, &c.</i>
<i>et als, Defendants.</i>		

The complainants in this cause having declined to proceed with the cause, and the defendant Jacob Vanatta assignee of Stephen W. Righter, having presented a petition to the court, praying that an order may be made by the Chancellor in this cause, ordering 10 and directing the payment, application and distribution of the moneys raised by the sales made under and in pursuance of the order of this court in this cause, bearing date on the fourteenth day of March, 1855; and the said Stephen W. Righter, since the filing of the said bill and answer in this cause, having assigned to Henry R. Smeltzer the judgment obtained in Morris Common Pleas by Peter Van Zandt Lane and William B. Guild, against Joseph C. Righter, in the bill and answer in this cause maintained, and the said Jacob Vanatta insisting that no part of the said moneys should be applied to, for or on account of the said Lane 20 and Guild's judgment, and it being desired by the said Jacob Vanatta that the Chancellor shall decide and determine the distribution and application of said moneys, and the right of the said Henry R. Smeltzer, or any other person holding or claiming to

hold the said Lane and Guild's judgment, to receive any portion of said moneys. I, Theodore Runyon, solicitor for and of counsel with the said Henry R. Smeltzer, do hereby consent and agree that the questions and rights aforesaid may be settled and decided by the Chancellor in this cause on the said petition; that in the hearing of said question, the bill, answer, petitions, other papers in this cause, and such testimony as may be taken by the parties respectively, may be used and read, subject to all proper legal objections, that the said Jacob Vanatta may amend his petition praying distribution, so that he serve me with a copy of the amended petition within six days from the date hereof. The said Vanatta and said Runyon do also further agree that the final hearing of the questions aforesaid, shall take place thirty days from the date hereof, before the Chancellor of Elizabethtown, at 10 o'clock in the forenoon, or as soon thereafter as the Chancellor can attend to the same; that all testimony then to be used, shall be taken at least four days prior to said final hearing, and that either party may take testimony in this matter upon four days notice to the other, and that no other notice of said final hearing need be given.

Dated 20th June, 1856.

THEODORE RUNYON,
JACOB VANATTA.

IN CHANCERY OF NEW JERSEY.

BETWEEN
JOHN H. STEPHENS, WILLIAM H. CAMP,
Complainants,

AND
STEPHEN W. RIGHTER, et als, *Defendants.*

}
On Bill, &c.
}

Examination of witnesses, &c., taken in the above stated cause, before me, William B. Guild, Jr., one of the Masters and Examiners of the said Court, at my office, in the City of Newark, on Wednesday, the second day of July, in the year of our Lord eighteen hundred and fifty-six, at nine o'clock in the forenoon, in the

presence of Theodore Runyon, Esq., solicitor and of counsel for Henry R. Smeltzer, and of Jacob Vanatta, Esq., solicitor and of counsel for the said defendants.

Jacob Vanatta, Esq., on part of the defendants, produced a notice of the examination which is intended now to be had, upon which notice was endorsed an acknowledgement of service by Theodore Runyon, solicitor and of counsel for Henry R. Smeltzer.

William B. Guild, of the City of Newark, a witness produced on the part of Jacob Vanatta, one of the defendants in this suit, being duly sworn, saith :

10

Question 1. Are you a member of the firm of Lane & Guild, of the city of New York, and if so, state the names of the persons who composed that firm in March, 1852 ?

Answer. I am ; and the firm was composed of Peter Van Zandt Lane and William B. Guild.

Q. 2. Did that firm, on the 18th day of March, 1852, recover a judgment, by confession, in Morris Common Pleas, for something over three thousand dollars, against Joseph C. Righter ?

A. Yes.

Q. 3. Did you attend to the business of getting that judgment personally ?

A. I did.

Q. 4. Please state the consideration of that judgment, whether for goods sold or cash lent, or whether for both ; and if for both, the amount of each, as near as you can tell ?

A. It was for both. The amount for goods was about nine hundred and ninety-two dollars and forty-five cents ; the balance was for cash.

Q. 5. At what time was that cash lent ; how long before the entry of the judgment ?

30

A. On the same day.

Q. 6. Was that cash advanced to him in bank bills, or otherwise ?

A. It was in New York bank bills, bona fide advanced.

Q. 7. After the judgment had been entered, were you requested by Joseph C. Righter to take back the bank bills you had advanced to him and give him your check or checks for those bank bills ?

A. Not the whole amount. We advanced twenty-four hundred dollars, and he gave us back eighteen hundred dollars, and took 40

our firm's checks, payable whenever presented; they were bona fide checks; no memorandums.

Q. 8. When was it, with reference to the entry of the judgment, that he gave you those eighteen hundred dollars, and you gave him those checks?

A. I think it was the evening of the 18th day of March, 1852.

Q. 9. Did the firm of Lane & Guild afterwards assign that judgment, and, if so, to whom and when?

A. To Stephen W. Righter, on the 25th of September, 1852.

10 Q. 10. Was your firm paid or secured for the amount due you on that judgment at the time you made the assignment?

A. We were.

Q. 11. Please state in what way it was paid or secured to you?

A. We received the eighteen hundred dollar checks we had given to Joseph C. Righter on the 18th day of March; one note of G. T. Robinson, of five hundred dollars; and three notes of Stephen W. Righter's, endorsed by Joseph C. Righter and Freeman Wood, amounting to thirteen hundred and thirty-seven dollars and forty-nine cents.

20 Q. 12. State, if you please, what that note of Robinson's was given for?

A. Given, I think, for a planing machine, which had been sent from Joseph C. Righter's establishment, at Rockaway, to New York, to sell; we had an order from Stephen W. Righter to sell it.

Q. 13. Who brought you that order?

A. Joseph C. Righter.

Q. 14. Who delivered those checks to you when you made the assignment; also the notes endorsed by Freeman Wood and Joseph C. Righter?

30 A. Joseph C. Righter.

Q. 15. To whom did you deliver the assignment?

A. I think to Joseph C. Righter.

Q. 16. Did you ever have any interview or intercourse with Stephen W. Righter from the time the judgment was recovered until long after you had made the assignment?

A. None at all, I think.

Q. 17. With whom was the arrangement as to making the assignment and paying and securing you for the amount due you on the judgment?

40 A. Joseph C. Righter, entirely.

Q. 18. Were those checks you have spoken of ever presented to the bank, or paid at the bank?

A. They were not.

Q. 19. Have you those checks in your possession?

A. I have.

(Being shown, exhibits V. No. 1, 2, 3, and 4, witness is asked.)

Q. 20. Are those the checks you have spoken of?

A. They are, and they were always good, and if they had been presented at any time when out they would have been paid,—when we settled with him, we allowed him interest for the time 10 they were out—we were compelled to make an advance of money to secure our debt for the goods sold

Q. 21. Were those checks or any of them to your knowledge, ever held or owned by any other person than Joseph C. Righter?

A. Not to my knowledge, we gave them to Joseph C. Righter, and he gave them back to me.

Q. 22. Have those notes of Stephen W. Righter, endorsed by Freeman Wood and Joseph C. Righter received by you, ever been paid, and if so, by whom? 20

A. We sued Freeman Wood on two of them, and collected them, and the other I think was paid by the proceeds of a sale of a machine in New York, but am not positive.

Subscribed and sworn before me this

2d day of July, 1856.

WM. B. GUILD, Jr.

Master in Chancery.

WM. B. GUILD.

IN CHANCERY OF NEW JERSEY.

BETWEEN	}	
JOHN H. STEPHENS and WILLIAM H. CAMP,		
<i>Complainants,</i>		
AND		
STEPHEN W. RIGHTER, JOSEPH C. RIGHTER,		<i>On Bill, &c.</i>
<i>et als, Defendants.</i>		<i>and on Petition of</i>
		<i>Jacob Vanatta, &c.</i>

Examination of witnesses &c. taken by consent of the parties in the above stated cause before me, Timothy P. Ranney, one of the Masters and Examiners in Chancery of New Jersey, on Thursday the eleventh day of September, in the year of our Lord eighteen hundred and fifty six.

Stephen W. Righter, a witness produced and sworn on the part of Henry R. Smeltzer, deposeseth and saith ;

I live in Parsippany, Morris County, New Jersey. On the first of June, A. D., 1854, I did business in the city of Newark.

10 By the instrument of assignment of judgment now shown to me, dated June first, A. D. 1854, and signed by me, I assigned to Henry R. Smeltzer, a judgment recovered by Peter Van Zandt Lane and William B. Guild, against Joseph C. Righter, in the Circuit Court of the County of Morris, for \$3,373,92-100 damages, or thereabouts, besides costs. That judgment was assigned to me by said Lane and Guild, on or about September 25th, 1852, and was recovered on or about March 18th, 1852. The consideration paid to me by Henry R. Smeltzer for that assignment to him was as follows :—Five hundred dollars in money, and the balance in

20 Patent Tanning Company's Stock, at the rate or price of fifty cents on the dollar. I received in cash and Patent Tanning Stock the full consideration of that assignment, as stated in said assignment. I think it was a little more, I believe there was seven thousand dollars of Patent Tanning Stock, at the rate above mentioned, and five hundred dollars in cash. I got the money and an order for the stock at the time of making the assignment. The money I used in payment of my debts, and the

stock I transferred to Mr. Vanatta my assignee. The stock at that time was considered worth fifty cents on the dollar at least. I was offered in money for the stock three hundred dollars more than I paid for it. By taking real estate in Newark at fair prices I could have got par, dollar for dollar for it at any time within a month after I received it. I had three or four offers for it, none at a less price than I gave for it, and some at a higher. I intended to have kept the stock, being satisfied of its being a good investment, but ascertaining the state of my affairs to be such as to render an assignment of my property for the benefit 10 of my creditors necessary, I assigned that with my other property to my assignee, Mr. Vanatta, at the same time telling him that if there should be anything left out of my estate after its settlement, I had as lief take the stock as anything, although he had valuable real estate among my assets. And I have not changed my mind or altered my opinion on the subject. ●

Sworn and subscribed before me at Newark,
this 11th day of September, A. D. 1856.

TIMOTHY P. RANNEY,

Master in Chancery, N. J.

[Signed,]

S. W. RIGHTER.

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IN CHANCERY OF NEW JERSEY.

BETWEEN

JOHN H. STEPHENS and WILLIAM H. CAMP,
Complainants,

AND

STEPHEN W. RIGHTER, JACOB VANATTA,
et als, Defendants.

On Bill, &c.

Decree of Dismissal.

It appearing to the court by an agreement in writing, signed by James J. Scofield, Esq., solicitor of the complainants, now on file, that the said solicitor, for and on behalf of the complainants, agrees that the bill of complaint, filed in this cause, be dismissed, provided such dismissal be made without costs from the complainants to the defendants, or any of them; and it further appearing, by the petition of Jacob Vanatta, one of the defendants in this suit, filed

in this suit, that he, the said Jacob Vanatta, together with Abraham Tappen and Henry D. Farrand, two late Sheriffs of the county of Morris, by virtue and in pursuance of an order made in this cause, bearing date March the fourteenth, eighteen hundred and fifty-five, made sale of the lands and real estate mentioned in said order, and in the manner directed in and by the said order, that the said lands so sold produced and brought the sum of nine thousand two hundred and fifty-two dollars; that out of that amount the said Jacob Vanatta appropriated and paid the sum of
 10 nine hundred and twenty-two dollars and forty-three cents, the amount due upon a certain mortgage upon the said lands and premises given by Joseph C. Righter to the executor of Titus Berry, deceased, and to the payment of said mortgage, that the balance of the said proceeds of sale remain in the hands of the said ex-Sheriffs and the said Jacob Vanatta, to be disposed of under the order of this court; that the judgments, which were liens, and the executions which were levied upon the said lands, prior to the making of the deed from Joseph C. Righter to Stephen W. Righter, bearing date on the nineteenth day of April, eighteen hundred and
 20 fifty-two, in the bill and answer in this cause mentioned, besides the judgments obtained by the said Stephen W. Righter against the said Joseph C. Righter, were a judgment in favor of Samuel F. Righter against Joseph C. Righter, obtained on the nineteenth day of February, eighteen hundred and forty-nine, on which there was due, as stated in the answer in this cause, on the eleventh day of March, eighteen hundred and fifty-two, the sum of eleven hundred and thirty-seven dollars and sixty cents; another judgment in favor of the said Samuel F. Righter against the said Joseph C. Righter, recovered on the eighteenth day of March, eighteen hun-
 30 dred and fifty-two, for about three hundred and ninety dollars; a judgment in favor of Peter Van Zandt Lane and William B. Guild against the said Joseph C. Righter, recovered on the day and year last aforesaid, for the sum of three thousand three hundred and ninety-three dollars and seventy cents damages and costs, besides other judgments, which it appears by the answer in this cause have been paid off by the said Stephen W. Righter.

And it further appearing, in and by the said petition, that the said Stephen W. Righter, who became the owner, by assignment, of the said judgment recovered by the said Lane and Guild, very
 40 shortly before he assigned to the said Jacob Vanatta for the bene-

fit of his creditors, assigned the said last mentioned judgment to one Henry R. Smeltzer, and that the said Smeltzer assigned the same to Robert Dod and Stelle Manning. It further appearing, that due notice of the application for this order was given to said Smeltzer, Manning and Dod; and it further appearing, by an agreement now on file, made and between the said Jacob Vanatta and the solicitor of the said Henry R. Smeltzer, Theodore Runyon, Esq., that the said parties have agreed that the Chancellor shall determine and decide in this suit whether the said Henry R. Smeltzer, on or by virtue of the said judgment so as aforesaid 10 recovered by the said Peter Van Zandt Lane and William B. Guild, against the said Joseph C. Righter, shall have or receive any of the said money so as aforesaid raised by the sale of the said lands and real estate; and the court having read the pleadings, depositions and proofs in this cause, and heard the arguments of the counsel of the respective parties, and having maturely considered thereof, it is thereupon, on this twenty-seventh day of November, eighteen hundred and fifty-six, ordered, adjudged and decreed that the complainants' bill be, and the same is hereby dismissed, without costs, from the complainants to the defendants, or 20 any of them, and that out of the residue of the proceeds of the sales of said lands and real estate, the amount remaining due and unpaid upon the said judgments of the said Samuel F. Righter be paid and satisfied; that the said Henry R. Smeltzer is not entitled to take or have any portion of the residue or the proceeds of the sales of said land, on or by virtue of the said judgment of Peter Van Zandt Lane and William B. Guild against Joseph C. Righter, and assigned to him, the said Henry R. Smeltzer, but that the said Henry R. Smeltzer shall and may have and receive from Jacob Vanatta, the assignee of the said Stephen W. Righter, an equal dividend with 30 the other creditors of the said Stephen W. Righter, who presented their claims and demands to said assignee, upon the amount actually paid by him, the said Henry R. Smeltzer, to the said Stephen W. Righter, for and on account of the said last mentioned judgment, estimating that portion of the amount so paid which was paid in stock of the New Jersey Patent Tanning Company, at the actual market value of said stock at the time it was delivered to the assignee of said Stephen W. Righter; and that the balance of the said proceeds of the sales of said lands and real estate be paid to the said Jacob Vanatta, as assignee of the said Stephen 40

W. Righter, to be disposed of for the benefit of the creditors of the said Stephen W. Righter, according to the statute in such case made and provided.

B. WILLIAMSON, C.

A true copy :

W. M. BABBITT, *Clerk.*

IN CHANCERY OF NEW JERSEY.

BETWEEN	}	On Bill, &c. Appeal.
JOHN H. STEPHENS, WILLIAM H. CAMP,		
<i>Complainants,</i>		
AND		
STEPHEN W. RIGHTER, JACOB VANATTA,		
et als, <i>Defendants.</i>		

Henry R. Smeltzer, hereby appeals from so much of the final decree made in the court in the above cause, as declares that the said Henry R. Smeltzer is not entitled to take or have any portion of the residue of the proceeds in said decree mentioned, of the sales of the land in said decree mentioned, on or by virtue of the judgment in said decree mentioned of Peter Van Zandt Lane and William B. Guild, against Joseph C. Righter, and assigned to him the said Henry R. Smeltzer, but that the said Henry R. Smeltzer shall and may have and receive from
 10 said Jacob Vanatta the assignee of said Stephen W. Righter, an equal dividend with the other creditors of Stephen W. Righter, who presented their claims and demands to said assignee, upon the amount actually paid by him, the said Henry R. Smeltzer to the said Stephen W. Righter, for and on account of said judgment, estimating that portion of the amount so paid, which was paid in stock of the New Jersey Patent Tanning Company at the actual market value of said stock, at the time it was delivered to the assignee of said Stephen W. Righter, and that the balance of the said proceeds of said sales of said lands and real estate be paid to said

Jacob Vanatta, as assignee of said Stephen W. Righter, to be disposed of for the benefit of the creditors of the said Stephen W. Righter, to the court of appeals in the last resort in all causes.

THEODORE RUNYON,

Solicitor for and of Counsel with said Henry R. Smeltzer.

Dated December 1, 1856.

I conceive there is good cause for appeal in the above stated cause.

THEODORE RUNYON,

of Counsel with said Henry R. Smeltzer.

NEW JERSEY COURT OF ERRORS AND APPEALS.

BETWEEN
HENRY R. SMELTZER,

Appellant,

AND

JOHN H. STEPHENS, WILLIAM H. CAMP,

Appellees.

} *Petition of Appeal.*

To the Honorable the Court of Errors and Appeals, in the last resort in all causes.

The humble petition of Henry R. Smeltzer, the appellant in the above stated cause, respectfully sheweth, that your petitioner finds himself aggrieved by a final decree made in the Court of Chancery, by the honorable Benjamin Williamson, Esq., Chancellor of the State of New Jersey, on the twenty-seventh day of November, A. D. eighteen hundred and fifty six, in a certain cause in said court of Chancery, wherein the above named appellees were complainants, and the above named appellant and others were defendants, in this respect to wit : that said decree adjudges that your petitioner is not entitled to take or have any portion of 10 the residue of the proceeds of the sales of the land in said decree

mentioned, on or by virtue of the judgment in said decree mentioned of Peter Van Zandt Lane and William B. Guild, against Joseph C. Righter, and assigned to your petitioner ; but that your petitioner shall and may have and receive from Jacob Vanatta, assignee of Stephen W. Righter, an equal dividend with the other creditors of said Stephen W. Righter, who presented their claims and demands to said assignee upon the amount actually paid by your petitioner, to the said Stephen W. Righter, for and on account of that judgment, estimating that portion of the amount so
 10 paid, which was paid in stock of the New Jersey Patent Tanning Company at the actual market value of said stock at the time it was delivered to the said assignee, and that the balance of said proceeds of said sales of said lands and real estate be paid to said assignee, to be disposed of for the benefit of the creditors of the said Stephen W. Righter.

And your petitioner therefore prays that the said decree of the Chancellor may be in the particulars aforesaid, reversed, set aside, and for nothing holden, and that your petitioner may have such relief in the premises as to this honorable court shall seem meet.

20 Dated December 1, 1856.

THEODORE RUNYON,
Solicitor for and of Counsel with the Appellant.

NOTE.

The foregoing deposition of Stephen W. Righter, having been taken ex parte in the absence of Jacob Vanatta, and without notice to him, when offered to be read at the hearing before the Chancellor, said Vanatta objected to reading the same.

But the counsel of Henry R. Smeltzer, offering and agreeing that the said Vanatta might then and there make a verbal statement to the Chancellor in answer to said deposition, which should be received as evidence; said Vanatta consented that the said deposition might be read, whereupon said Vanatta stated in answer to said deposition in substance as follows:

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That said Stephen W. Righter assigned his property to him, said Vanatta, on the 10th of June, 1854, and on the same day delivered the deed of assignment to him said Vanatta. That said Righter was in embarrassed pecuniary circumstances for some months prior to making said assignment, and had the making of an assignment for the benefit of his creditors in contemplation, and talked about making such an assignment for some time; and as he, said Vanatta, believes, more than ten days prior to the time when the said assignment was actually made. That he said Vanatta was attorney for Lane and Guild; and as such attorney, 20 entered the judgment mentioned in said deposition. That he also drew the assignment of said judgment from Lane and Guild to Stephen W. Righter; and that he, said Vanatta, prepared said assignment at the request of Lane and Guild, and was seen about the same business, as he thinks, several times by Joseph C. Righter; but was not seen about said business by Stephen W. Righter. That when said Stephen W. Righter assigned to him, said Vanatta, for the benefit of his creditors, he said Stephen did not inform said Vanatta that he said Stephen had assigned said judgment to any one, that he, said Vanatta, did not know, had 30 never heard, and had no notice that said Stephen had assigned said judgment; but he, said Vanatta, supposed said Stephen still held the same; and that he, said Vanatta, did not hear or know that said Stephen had assigned said judgment until long after he, said Vanatta, had received said stock certificates. Stephen W.

Righter told me he had had offers for said stock, or knew where it could be sold ; and I tried to ascertain from him who those persons were who had made such offers, or who were willing to buy it, but could not. As soon as I got the stock certificates, and I think before, I made inquiry in Newark of leading business men, as to the value of the stock. Those who did not hold any of the stock, told me either that it was worthless or that they could not tell its value, but said if it had any value, they would not be willing to give much for it. Some one or two who held the stock,

10 said it was worth, or would be worth par ; but when I offered to sell to them at less than \$50 a share, they declined purchasing. As the Company had but recently organized, and as I understood that a large amount of its stock was held in Newark, I offered the stock I had, as assignee, at auction, on the steps of the Court House in Newark. I advertised the sale about a week in two daily papers in Newark, and took pains to let Stephen W. Righter's creditors know of the sale. I offered a few shares, five or ten. The highest bid I got was \$20 a share, and that was bid by a creditor of Righter's, who did not want the stock, and only

20 bid that sum to prevent its being sold at so low a price. He did not take the stock, and I did not then sell any of it, because no one seemed disposed to buy it. So far as I know no holder of that stock but myself attended that sale, except one man of limited means, who had got a few shares and came to the sale to see what price the stock would bring. I afterwards, in August, 1845, left it with Albert H. Nicolay in New York, to be sold at auction. It was fully advertised, and ten shares were set up at the Merchants' Exchange, and sold for five dollars a share. Thinking that price too little, I did not let the residue be sold.

30 Mr. Nicolay on the same day put up stock of the same kind, belonging to another person, at auction at the exchange, but that was bid in by the owner, at seven or eight dollars a share, and was not really sold. The balance of the stock which I had, I left with Mr. Nicolay on the same day to sell at private sale. I authorized him to sell it at \$40 a share, and if he could not get that, and get any offer to let me know. I left it with him until the 8th of August, 1855, and then took it away, he said he could not sell it and got no offer for it. The capital stock of the company purports to be \$1,000,000. The only thing which I have

40 learned, that the company owns to give any value to its stock is a

patent right for a process of tanning leather, and a lot of ground in Newark with a factory upon it. That said real estate is said to have been conveyed to the company for an alleged consideration of \$60,000 or \$80,000. I have also been informed that the grantors who conveyed that land to the company, paid \$16,000 or \$18,000 for it not long before the conveyance was made to the company. All the practical tanners with whom I have talked upon the subject, say the patented process for tanning is worthless and valueless. I do not believe the stock now has or ever had any value beyond the worth of the real estate owned by the 10 company. Since the assignment, Stephen W. Righter has said that if there was any surplus of his assigned estate to go to him he would as leave have that stock as any thing, but I have no recollection of his saying any thing like that when he made the assignment, nor until after I had failed to sell it, and told him it was valueless. His saying he would take that in settling for the surplus, I regarded as random talk, as the prospect has always been that there would be a large surplus the other way, that is a large excess of debts over the assets.



