

N. J. Court of Errors and Appeals.

IN CHANCERY OF NEW JERSEY.

Between

AARON CRANE, and ELIZA A. }

his wife, Appellants,

and

EDWARD DeCAMP and others, }

Respondents.

On Appeal
from Inter-
locutory De-
cree.

BENNINGTON F. RANDOLPH,

Solicitor, and

JOSEPH F. RANDOLPH,

Of counsel with appellants.

THEODORE LITTLE,

Solicitor, and

JOHN LINN, and

CORTLANDT PARKER,

Of counsel with respondents.

Bill of Complaint.

[Filed April 30, 1860.]

To the Honorable Henry V. Green, Chancellor of the State of
New Jersey.

Humbly complaining, showeth unto your Honor your orators, Edward DeCamp, and Augusta his wife, of Powerville, in the township of Pequannock, in the county of Morris, and state of New Jersey, that previous to the third day of March, in the year of our Lord one thousand eight hundred and fifty-four, and until the making of the deed by your orators 10

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herein after mentioned, your oratrix, Augusta DeCamp, was seized in fee simple of a certain tract of land and premises of about ten acres, situate in the township of Rockaway, in the said county of Morris, and state of New Jersey, herein after more particularly described, which said tract of land was set off to your oratrix, Augusta DeCamp, as a part of her share of the real estate of her father, William Scott, late of said county of Morris, deceased, in a division of his real estate among his heirs-at-law, made by commissioners appointed by the Orphans Court of said county of Morris, which said tract was a part of what was and still is known as the Hibernia mine tract, and was believed by your orators to be of very considerable value, on account of the veins of iron ore which were known to cross it.

And your orators further show, that at the time of the conveyance made by them, as herein after stated, Eliza A. Scott, (now Eliza A. Crane) the sister of your oratrix, Augusta DeCamp, was also seized in fee of a tract of land of about eight acres, adjoining the said tract of your oratrix, also set off to said Eliza in the said division of the real estate of their father, through which also the same veins of ore ran which ran through the land of your oratrix, and on which tract of said Eliza, also, shafts had been sunk for working said veins of ore, in the lifetime of their father, the said William Scott, deceased.

And your orators further show unto your Honor, that your orator, Edward DeCamp, having in the course of his business, become indebted to one Freeman Wood, and said Freeman Wood having become liable as endorser upon various promissory notes made by your orator, your orators executed a mortgage to said Freeman Wood upon the said tract of land of your oratrix for the sum of five thousand dollars, and your orators being anxious to pay off and discharge the said encumbrance, and in order to do so to work the mines on the said land of your oratrix to the best advantage, and being assured that the mines on said two adjoining tracts could be worked much more profitably by working them together, and that a lease thereof could be effected on advantageous terms if the said two tracts could be leased together, your orator proposed to said Eliza A. Crane, (then Eliza A.

Scott,) to buy of her her said tract of land for the sum of six thousand dollars, (the said Eliza being anxious to sell the same.)

And your orators further show, that at that time your orators and the said Eliza were upon the most friendly and intimate terms, and your orator, Edward DeCamp, informed her that he could lease said two tracts of land for a term of years, as he believed, to one Charles Jackson, for the purpose of raising ore therefrom, and could secure from said Charles Jackson, as he believed, the sum of six thousand dollars, as a loan or advance, to be secured by a lease on said mines and a mortgage on said tracts of land, and that he would pay to her, the said Eliza, the sum of three thousand dollars, one-half of said advanced rent, in part payment for her said land, and the balance of the purchase money should be paid to her with interest out of the rents of said mines after the advance of said lessee was paid; and in order fully to secure said Eliza, your orators further agreed not only that she need not execute any deed for her said land until the purchase money was paid, but your orators would execute to her, the said Eliza, a deed for the said tract of ten acres owned by your oratrix, and the said Eliza should hold that also as her security; to which proposal, the said Eliza being anxious to dispose of her land, and also willing and desirous to aid your orator, Edward DeCamp, assented and agreed; and thereupon your orators, on or about the said third day of March, eighteen hundred and fifty-four, having implicit confidence in the said Eliza, in pursuance and fulfillment of said verbal agreement on their part, did execute and deliver unto said Eliza a deed for the said tract of land of your oratrix, therein described as "all that tract or parcel of land and premises, situate, lying, and being in the township of Rockaway, in the county of Morris, and state of New Jersey, beginning at a heap of stones on the westerly corner of Theodore Wood's land, and thence running south thirty-seven degrees east, ten chains; thence south fifty-three degrees west, ten chains, to said Eliza A. Scott's land; thence along her land, north thirty-seven degrees west, ten chains; and thence north fifty-three degrees east, ten chains, to the place of beginning, containing ten acres of land;" which said conveyance was

afterwards duly acknowledged by your orators according to law, was delivered to said Eliza, and by her was caused to be recorded in the Morris county record of deeds, in Book C 5, folios 560, &c., and is now, as your orators believe, in possession of said Eliza, and which your orators pray she may be required to produce before this honorable court, and to which when so produced, or to a duly certified copy of the record thereof aforesaid, your orators pray leave to refer.

And your orators further show unto your Honor, that your
10 orator, Edward DeCamp, did agree with said Charles Jackson for a lease of said two tracts of land, for the term of twenty years ; and the said Charles Jackson agreed to pay, by way of rent therefor, the sum of thirty-seven and a half cents per ton for all the ore raised out of said tracts, during said term ; but all the terms of said lease your orators cannot set forth, inasmuch as they have no copy of said lease, but the same, as they believe, is in the possession of said Eliza, and they pray that she may be required to produce the
20 same, and to set forth a copy thereof in her answer to this, your orators' bill of complaint, and to which lease, when produced, your orators, for greater certainty, pray leave to refer, if it be necessary so to do.

And your orators further show that, as a part of the agreement with the said Charles Jackson, in reference to the making of said lease to him as aforesaid, the said Charles Jackson agreed to advance the sum of ten thousand dollars on the rents of said lands, provided the same was secured, in addition to said lease, by a mortgage on said lands ; that your orator, Edward DeCamp, made known to said Eliza
30 the agreement he had made with said Jackson, and she readily consented to the same, and she accordingly executed the lease to said Charles Jackson as aforesaid, and also gave to said Jackson the bond of her, the said Eliza, for the sum of ten thousand dollars, dated on or about the eighth day of March, eighteen hundred and fifty-four, and conditioned for the payment of said ten thousand dollars to said Charles Jackson in six years from the date thereof, with interest ; and also executed a mortgage on both of said tracts of land to secure the payment of said bond ; but your orators insist
40 and charge that it was expected and believed that said loan

would be fully repaid, within said six years, by the rents of said lands under said lease.

And your orators further show, that said Charles Jackson paid to your orator, Edward DeCamp, the said sum of ten thousand dollars, and your orators went to the said Eliza to pay to her the said sum of three thousand dollars, one-half of the purchase money agreed to be paid to her for her said lot; but your orator, Edward DeCamp, being at the time largely in debt and pressed for money to meet his engagements, said Eliza agreed, in order to aid him, to receive only the sum of nine hundred dollars, and to allow the said Edward DeCamp to make use of the said balance of nine thousand and one hundred dollars, to pay his own debts; and your orator, Edward DeCamp, took the same and used it accordingly, and among other things discharged the said tract of your oratrix from the lien and encumbrance held thereon by said Freeman Wood, your orator, the said Edward DeCamp, agreeing to pay the sum of twenty-one hundred dollars, balance of said three thousand dollars of purchase money, to said Eliza in the course of six months or a year, and fully believing at the time he would be able to do so. And the said Eliza agreed to wait for the remainder of her purchase money until the rents should pay the advance made by said Charles Jackson, and then receive such balance from the rents to be thereafter paid by him, the interest thereof being paid to her yearly by your orator, Edward DeCamp, and when, and as soon as the whole of said purchase money was received by said Eliza, she agreed to convey both of said lots herein before mentioned, with the said lease, to your oratrix, Augusta DeCamp, without any further or other consideration being paid to her for such conveyance.

And your orators further show, that said agreement was a verbal one at the time it was made, but that, subsequently, it was reduced to writing at the request of the said Eliza, and was signed by the parties, and was in possession of your oratrix for some time, and your oratrix afterwards lent it to said Eliza, at her request, your oratrix supposing it would be returned to her upon her request; but your oratrix has never seen it since she gave it to said Eliza, and said Eliza has retained it, and still retains it, against the consent and

wish of your oratrix, and declines to return it to your oratrix, and now repudiates the said agreement, and denies your oratrix's rights under it, and also her own obligation to fulfill it. And your orators pray that the said Eliza may be required to produce said written agreement, and set forth in her answer to your orators' bill of complaint a copy thereof, and to the same, when produced, your orators beg leave to refer, if it be necessary so to do.

And your orators further show, that no part of the consideration of seven thousand dollars, mentioned in the said deed made and executed by them to said Eliza, for the said tract of ten acres, as aforesaid, was ever paid to your orators, or either of them, by the said Eliza, nor in any way secured to be paid, nor was it ever intended by the parties to the said deed that it should be so paid to your orators, or that the said deed should operate as an absolute sale of said tract of land to said Eliza, but, on the contrary, it was distinctly understood and agreed by and between your orators and the said Eliza, that, although the said deed was absolute in its terms, the said deed and the title thereby conveyed to her, should be received and held by the said Eliza as a security or indemnity against the bond given by her to said Charles Jackson, and as security for the said unpaid purchase money, to be paid to her for her own tract; and that as soon as the said claims should be paid off and discharged by the rents which should accrue under the said lease, or otherwise, she, the said Eliza, would re-convey to your oratrix her said lot of ten acres, and also convey to her the said lot of eight acres, of her, the said Eliza, without any further charge or consideration to be paid by your oratrix. And your orators insist and charge, that the effect of said agreement was to convert the said deed of your orators to said Eliza into a mortgage, and the interest of said Eliza in the said land conveyed by said deed was, and is only that of a mortgagee.

And your orators further show, that since the making of said agreement, the said deed to said Eliza, and the said lease to said Charles Jackson, the said Eliza has intermarried with one Aaron Crane, of the county of Essex, and state of New Jersey.

And your orators further show unto your Honor, that soon

after the making of the said lease to the said Charles Jackson, as herein before stated, said Charles Jackson entered into the possession of both of said tracts of land, and began to raise ore from the same, and as your orators are informed and believe, and therefore charge, he raised large quantities of ore from both of said tracts of land, and although your orators do not know how much ore, in the whole, has been raised under said lease, or what quantity has been raised from each of said lots respectively, your orators are informed and believe, and expressly charge, that the rents which 10 have accrued under said lease up to the present time have amounted to much more than enough to pay the said advance of ten thousand dollars made by said Charles Jackson, with the interest thereon, and that the surplus over paying the said advance has been paid to and received by said Aaron Crane, and of Eliza A. his wife.

And your orators further show, that several years after the making of the said deed to said Eliza, as aforesaid, and after said Charles Jackson had taken possession of said premises under said lease, said Eliza became dissatisfied with the said 20 arrangement between herself and your orators, and declared herself anxious to bring the matter between them to a settlement, and in order to effect such settlement proposed to make a sale of said two lots; that your orators, and particularly your oratrix, Augusta DeCamp, opposed such sale of the lot of your oratrix, but was willing said Eliza should make some other arrangement in reference to her own lot if she desired to do so, but said Eliza insisted that as the lots were leased together for a long term of years, they could be sold much more advantageously if sold together, and said 30 Eliza accordingly did negotiate a sale with one Edward L. Dayton, for the sum of eight thousand dollars, the said Dayton agreeing with your orators, in order to induce your orators to consent to said sale, to reconvey the lot of your oratrix to your oratrix as soon as he received his deed from said Eliza, without your orators paying any consideration therefor, with which arrangement said Eliza was made acquainted by your orator, Edward DeCamp. And your orators always opposed and denied the power of said Eliza to make any such sale without their consent and approbation. And 40

your orators further show, that although the said sale to said Edward L. Dayton fell through with, and was never completed, yet said Eliza received from said Dayton, as your orators are informed and believe, the sum of fifteen hundred dollars on said sale, which sum your orators insist they are entitled to have taken into any account which may be stated between them and the said Eliza, in reference to the matter herein contained.

And your orators further show, that they have called on
10 said Aaron Crane, and Eliza A. his wife, to come to an account with your orators of the moneys received as aforesaid for rents under said lease, in order that if on such account it should appear that said advance of ten thousand dollars has been in fact repaid to said Charles Jackson, and said Eliza has in fact received the purchase money agreed to be paid to said Eliza for her said land, your orators might have a conveyance of said two tracts of land to your oratrix, Augusta DeCamp, according to the agreement herein before set forth, and partly fulfilled and performed by your orators,
20 and that your oratrix, Augusta DeCamp, might thenceforth receive the rents under said lease; and your orators well hoped that said Aaron Crane, and Eliza A. his wife, would have complied with such just and reasonable requests of your orators, and would have come to such an account with them as in justice and equity they ought to have done.

But now so it is, may it please your Honor, that the said Aaron Crane, and Eliza A. his wife, combining and confederating with said Charles Jackson, and divers other persons at present unknown to your orators, whose names
30 when discovered your orator prays he may be at liberty to insert herein, with apt words to charge them as parties defendants hereto, and contriving how to wrong and injure your oratrix in the premises, they, the said Aaron Crane, and Eliza A. his wife, absolutely refuse to comply with such request, and they at times pretend that the said deed executed by your orators and delivered to the said Eliza, as herein before stated, was in fact an absolute deed of conveyance of said land to the said Eliza, and was so intended and understood to be by the parties thereto, and that the said deed was
40 made in fact for the consideration of seven thousand dollars,

as stated therein, which sum was paid to your orators, or one of them, by said Eliza, at or soon after the execution of the said deed. Whereas your orators charge the contrary thereof to be true, and that no part of said seven thousand dollars was ever paid to your orators, or either of them, by said Eliza, and that said deed, though absolute in its terms, was really intended to be and was well understood by the parties thereto, to be only in the nature of a mortgage, and the land therein described was to be held by the said Eliza by way of pledge or security for the purchase money agreed to be paid by your orators for the said lot of said Eliza, as herein before stated, and to secure and indemnify said Eliza against the payment of the bond given by her to said Charles Jackson for the money advanced by him as aforesaid. At other times the said Aaron Crane, and Eliza A. his wife, give out and pretend that although it is true, as alleged by your orators, that the said conveyance to said Eliza was not originally intended to be an absolute conveyance of the land therein mentioned, but was intended as a security to said Eliza, as your orators have herein before particularly alleged and charged, yet that inasmuch as your orators have not paid to her, the said Eliza, the said sum of two thousand and one hundred dollars to make up the one half of the said purchase money to be paid for the lot of said Eliza, with the interest thereon, at the time agreed upon, that therefore they, the said Aaron Crane and wife, are entitled to repudiate the said agreement for a sale of her lot as herein before alleged, and to treat the said conveyance to her, said Eliza, by your orators as an absolute one, and as vesting the title to said lot therein mentioned absolutely in her, the said Eliza; and as your orators are informed, they have made repeated efforts to sell the said lot which belonged to your oratrix, as their own property, whereas your orators charge that nothing has occurred to change the character of the said conveyance to said Eliza, since the same was made, or to release said Eliza from the performance of her said agreement. At other times said Aaron Crane, and Eliza A. his wife, pretend that although it is true, as alleged by your orators' said conveyance to said Eliza by your orators, was not intended to be an absolute one, yet that it gave to the said Eliza full power and au- 40

thority to sell, dispose of and convey both of said lots to whomsoever she pleased, and on such terms as she may think best; and your orators can at best only claim a certain part of the proceeds of such sale, and they are offering said premises for sale, and threaten to sell the same; whereas your orators charge and insist, that such is not the effect of said conveyance to said Eliza, and that she ought not to be permitted to sell and convey said tract of land owned by your oratrix against the will of your oratrix; and your oratrix
10 verily believes she will make such sale and conveyance, unless restrained by the injunction and order of this honorable court. At other times said Aaron Crane and wife, denying said verbal agreement for a sale and conveyance to your oratrix of the lot of said Eliza, as herein before set forth, admit that the deed of your orators was only made and delivered to said Eliza by way of pledge or security to her against the payment of her said bond to said Charles Jackson, and then pretend that the rents of said mines under the lease herein before mentioned, have only amounted to suffi-
20 cient to pay said loan, and that said rents have accrued mainly, or very largely, from ore raised out of the mine in the tract originally owned by said Eliza, and they have a lien upon the said tract of your oratrix for the amount of the ore raised and taken from the mine of said Eliza, and they are not bound to reconvey until said amount is paid to them by your orators; whereas your orators charge that the rents have amounted to much more than sufficient to pay off and discharge said loan and that such surplus has been paid to said Aaron Crane and Eliza his wife, or one of them; that
30 a large proportion of the ore raised, has been taken and raised from the mines on the land of your oratrix, but what exact amount your orators cannot tell, and that your orators are entitled at least to an account of such rents, and to know from which of said tracts said ore has been raised, and if said loan has been repaid, your orators are also entitled to have said mortgage, given by said Eliza to said Charles Jackson, on said premises as herein before stated, canceled of record, and your oratrix's said land relieved and discharged therefrom.

40 All which actings and pretences of the said defendants are

contrary to equity and good conscience, and tends to the manifest wrong and injury of your orators. In tender consideration whereof, and for as much as your orators are without remedy in the premises by the strict rule of the common law, and without the aid and assistance of this honorable court, where matters of this kind are particularly cognizable and relievable: To the end, therefore, that the said defendants, and their confederates when discovered, may upon their several and respective oaths or affirmations full, true, perfect, and distinct answers make, to all and every the matters 10 aforesaid, and that as fully and particularly as if the same were here again repeated, and they thereto particularly interrogated, paragraph by paragraph, and especially that they may answer whether your oratrix, Augusta DeCamp, previous to the third day of March, in the year of our Lord one thousand eight hundred and fifty-four, was not seized and possessed of the said tract of ten acres herein before particularly described; whether the same was not considered of very considerable value on account of the veins of iron ore running through it; whether the said Eliza was not, at the same time, 20 seized and possessed of another tract of eight acres, adjoining the tract of your oratrix; and whether she did not make a verbal agreement with your orator, Edward DeCamp, to sell and convey to your oratrix, Augusta DeCamp, the said tract of her, the said Eliza, for the sum of six thousand dollars, one-half of which was to be raised by an advance of rents under the said lease herein before mentioned, or some lease to be made of said two tracts, and the balance to be paid out of the rents to be received under said lease after the said sum advanced by said lessee had been paid, or on what terms said 30 sale was made, and how and when the purchase money was to be paid, and to whom the conveyance was to be made of said lot by said Eliza, and when said conveyance was to be executed; and also whether it was not further agreed, by and between your orators and said Eliza, that in order to enable your orators to pay part of the purchase money of six thousand dollars, and to secure the balance to said Eliza, your orators should execute to said Eliza a deed for the said lot of your oratrix, and the said Eliza should then execute a lease on both said tracts to Charles Jackson, or such other 40

person as your orator, Edward DeCamp, might induce to lease said mines, and advance the sum of six thousand dollars on the rents, and that your orators should receive one-half of said advanced rent to enable them to discharge the said lot of your oratrix from the mortgage held by said Freeman Wood, and she, the said Eliza, should receive the other half of such advancement towards payment for her said lot, and should hold the title to the said lot of your oratrix for the balance that would be due to her for said purchase; and

10 whether your orators did not, on the said third of March, eighteen hundred and fifty-four, or thereabout, execute and deliver to said Eliza a deed for the said mine lot of your oratrix; and whether said deed was not made in pursuance of said verbal agreement between your orators and said Eliza, above mentioned, and if not in pursuance of such agreement, how and for what purpose said deed was made by your orators, and accepted by said Eliza, and who proposed the making of such deed, and whether the sum of seven thousand dollars is not mentioned in said deed as the consideration money,

20 and whether the same, or any part thereof, was paid by said Eliza to your orators, or either of them, at the time of executing said deed, or at any other time, or whether the same was in any way secured to be paid to your orators, and how secured, and when the same was to be paid to your orators, and how much thereof remains still unpaid; and if no part of said consideration was paid, why the same was not paid to your orators; and also, whether the said sum of seven thousand dollars was the true and real consideration to be paid by said Eliza to your orators for said conveyance, or if

30 not, what the true and real consideration was, and when and how it was to be paid, and whether it has ever been paid to your orators, or either of them, and if not, why not; and whether she gave to your orators any evidence in writing that such consideration was unpaid, or whether the agreement between your orators and said Eliza in reference to said conveyance was not a verbal one; and that said defendants, Aaron Crane, and Eliza A. his wife, may also further answer whether, after the said deed was made and delivered to said Eliza for said lot of your oratrix, your orator, Edward DeCamp,

40 did not make an agreement with said Charles Jackson to

lease said two lots of land for the term of twenty years, or some other term, and to advance towards the rents the sum of ten thousand dollars, to be secured to said Jackson by a mortgage on said lands, and whether she, the said Eliza, did not execute such lease, or some lease, to said Jackson, in pursuance of an agreement made by your orator, Edward DeCamp, and also give to said Charles Jackson her bond secured by a mortgage on both of said lots, and whether said Charles Jackson did not advance ten thousand dollars on said lease and bond, and whether the said Eliza did not receive 10
nine hundred dollars thereof, and consent to your orator, Edward DeCamp, using the balance of nine thousand and one hundred dollars to meet his debts then pressing him; he agreeing to repay to her twenty-one hundred dollars during the ensuing year; and whether she, the said Eliza, did not then again agree to wait for the payment of the balance of the said purchase money of her said lot until the said ten thousand dollars was repaid to said Charles Jackson, and then receive the same out of the rents which should accrue under said lease, the said Edward DeCamp agreeing in the 20
meantime to pay to said Eliza interest annually on such balance; and also, whether subsequently to the execution of said lease the said agreement, or some agreement in reference to said conveyance by your orators to said Eliza, and a reconveyance by her to your oratrix, Augusta DeCamp, was not, at the special instance of said Eliza, reduced to writing, and any agreement was so reduced to writing, what was done with it, whether it was signed, and if signed, by whom signed, and when it was made, and who drew it; and whether it was not for some time in the possession of your oratrix, Augusta De- 30
Camp, and was lent to said Eliza, at her request; and if so, whether she has ever returned the same to your orators, or either of them; and if not, why she has not returned the same; whether your orators, or one of them, have not requested such return; and where said written agreement now is; whether the same has been destroyed, and if destroyed, when, where, by whom, by whose directions, and for what cause it was destroyed; and if the same is in their possession, or under their control, that they may produce the same, or set forth in their answer a correct copy thereof; and that they may 40

also answer whether, since the making and delivery of said deed by your orators to said Eliza, the said Eliza and said Aaron Crane have not intermarried; and whether said Charles Jackson did not, soon after the making of said lease, as herein before mentioned by said Eliza, did not enter into the possession and control of said two lots of land and the mines thereon, and does not still remain in possession thereof, working said mines; and that said defendants may also answer and state particularly how many tons of
10 ore have been raised, and out of which of said tracts the same has been raised; and if the said ore has been raised from both said tracts, that they may state, as nearly as possible, how much or what proportion has been raised from each lot; and whether said rents have or not been much more than sufficient to pay the amount advanced on said lease by said Charles Jackson, and if so, to whom the balance has been paid, if paid to any one, and how much said balance amounted to; and that said Aaron Crane and Eliza A. his wife may further answer whether, after the making of said
20 lease, the said Eliza did not make an agreement to convey said two tracts of land, subject to said lease to said Edward L. Dayton, for the sum of eight thousand dollars, or some other sum; and if such agreement was made, what consideration was to be paid by said Dayton, and whether such sale or agreement to sell was not made after consultation with, and with the consent of your orators, and with a distinct understanding that said Dayton was, immediately after receiving his deed, to execute a deed to your oratrix for her said lot of ten acres without your orator's paying any
30 consideration therefor; and whether said conveyance was ever made to said Dayton, and how much said Eliza received under said agreement; and they may further answer whether they have not been threatening to sell both of said lots, and trying to make sale thereof against the remonstrance of your orators, and particularly against the remonstrance of your oratrix, Augusta DeCamp, and the denial on the part of your oratrix of the right of said Aaron Crane and Eliza his wife, to sell and convey said lots, and particularly the lot of your oratrix; and whether they are not now trying to
40 sell said lots; and whether your orators or one of them, per-

sonally or by their agent, have not repeatedly called on them to come to an account of the moneys which have accrued and been received under said lease, in order that on such account the respective rights and obligations of your orators, and the said defendants might be fully and clearly ascertained; and whether they have not declined or neglected to come to any such account and denied the right of your orators to such an account, and all interest in or claim to said tracts of land, or either of them.

And that the rights of your orators and especially of your 10
oratrix, Augusta DeCamp, in the premises, may be settled
and clearly ascertained by the decree of this honorable court,
and that an account may be taken and had of the rents
which have accrued under the said lease to said Charles
Jackson, and if it shall appear that a sufficient amount has
been received to pay the sums advanced by said Jackson,
and also to pay to said Eliza A. Crane the said sum of six
thousand dollars agreed by your orators to be paid to her for
her said lot of eight acres, with the interest thereon, after de-
ducting the sum of nine hundred dollars, received by her as 20
herein before stated, and also such amount as she received
from said Edward L. Dayton, as above stated, the said Aaron
Crane and Eliza A. his wife, may be decreed specifically to
perform the said agreement for a sale to your orator, Augusta
DeCamp, of her said lot of eight acres, as herein before set
forth; or if for any reason, said verbal contract cannot be
specifically performed, or it shall appear to this honorable
court more equitable and just, that an account may be taken
of the amount of said rents as aforesaid, and that it may be
ascertained under the order and direction of the court out of 30
which of said two tracts of land said ore has been raised, from
which said rents have accrued, and what proportion has been
raised from each tract; and if, upon such account, it shall
appear that any amount is still justly and equitably due to
said Eliza from your orators, under the agreement herein
before stated, for any ore raised out of the mine of the said
Eliza, that the amount of the said indebtedness may be
clearly and definitely ascertained and fixed by the decree of
this honorable court, and said Aaron Crane and Eliza his
wife, may be decreed to hold the said lot of your oratrix, 40

Augusta DeCamp, in trust for your oratrix, subject only to a lien in favor of said Aaron Crane and Eliza his wife, for such amount as may be decreed to be due to the said Eliza; and in case it shall appear by said account that nothing is due to said Eliza, or on payment of any balance that may be decreed to be due, that said Aaron Crane and Eliza his wife, may be decreed to reconvey the said lot of your oratrix to your oratrix, free from any and all encumbrances put thereon by said Aaron Crane and wife, or either of them, except the

10 said lease to said Charles Jackson; and that they may also be decreed to surrender the said mortgage given to the said Charles Jackson, to be canceled of record; and that your oratrix, Augusta DeCamp, may also be decreed to be entitled henceforth to receive the rents which may accrue under said lease for ore raised out of the lot of your oratrix, and said Charles Jackson may be decreed to pay the same to your oratrix, and not to pay the same to the said Aaron Crane and Eliza A. his wife, or either of them; and that said Aaron Crane and Eliza A. his wife, may be perpetually enjoined

20 and restrained by the order and injunction of this honorable court, from encumbering, or conveying, or selling, or in any way disposing of the said tract of ten acres, described in the deed from your orators to said Eliza, as herein before stated; and that they may also be restrained from receiving or collecting the rents which may accrue for ore raised hereafter from the said lot of your oratrix, and that your orators may have such other and further relief in the premises as to your Honor may seem meet, and as may be agreeable to equity and good conscience. May it please your Honor, the prem-

30 ises considered, to grant unto your orators not only the state's writ of injunction, issuing out of and under the seal of this honorable court, to be directed to the said Aaron Crane and Eliza A. his wife, restraining them and each of them, from selling, conveying, disposing of, or in any way encumbering the said lot of ten acres, described in said deed made by your orators to said Eliza, dated on or about the third day of March, eighteen hundred and fifty-four, but also the state's writ of subpœna, to be directed to said Aaron Crane and Eliza A. his wife, and Charles Jackson, therein

40 and thereby commanding them and each of them, at a cer-

tain day and under a certain penalty therein to be expressed, personally to be and appear before your Honor in this honorable court, then and there to answer the premises, and to stand to, abide and perform such decree as to your Honor shall seem meet and agreeable to equity and good conscience.

And your orators, as in duty bound, will ever pray, &c.

THEO. LITTLE,

Sol. and of counsel with complainants.

New Jersey, *to wit.*—Edward DeCamp and Augusta his wife, the complainants named in the foregoing bill, being 10 duly sworn according to law, depose and say—that the matters and things set forth and contained in said bill, so far as they relate to the acts and doings of these deponents, are true, and so far as they relate to the acts and doings of other persons, they believe them to be true; that the conveyance mentioned in said bill, as made by these deponents, to said Eliza A. Crane, one of the defendants, was made to be held by the said Eliza in trust, as in said bill set forth; and said land was to be reconveyed to this deponent, Augusta DeCamp, on the terms and at the times mentioned in said bill 20 of complaint; that the consideration money mentioned in said deed was not paid to these deponents, or either of them, by said Eliza, or secured to be paid; and that they are now credibly informed that said Eliza is endeavoring to sell said tract of land, and these deponents fully believe she is so endeavoring, and that there is danger of her making such sale, unless she is restrained by the order of the court; that said Eliza well knows these deponents are unwilling to have such sale made, and is making such efforts to sell against the re-
monstrances of these deponents. 30

EDWARD DECAMP,
AUGUSTA DECAMP.

Sworn and subscribed, this 26th day of April, A. D. 1860,
before me.

JOHN HILL, *J. P.*

Answer.

[Filed July 3, 1860.]

The answer of Aaron Crane, and Eliza A. his wife, formerly Eliza A. Scott, to the said bill of complaint of Edward DeCamp, and Augusta DeCamp his wife.

The defendants, saving and reserving to themselves all and all manner of advantage of exception to the many errors, untruths, and uncertainties, and other imperfections in the said bill of complaint contained, for answer thereunto, or
10 unto so much thereof as the defendants are advised is material for them to make answer unto, they answer and say—

They admit that about the time named in the complainants' bill, these defendants intermarried, and are at this time husband and wife, but they say that previous to said marriage, the said Eliza A., formerly Eliza A. Scott, by deed of conveyance, duly made and executed, and acknowledged, conveyed her interest in the real estate described in said bill to one Lewis C. Grover, of Newark, New Jersey, with other
20 premises for the separate use and benefit of the said Eliza A., and that the said Aaron Crane has no interest in, and has had no control or direction of said property, and has had nothing whatever to do with the various matters in the said bill set forth, or as herein after stated in this answer, and that all knowledge he has of said matters is from having heard the same named in conversation, and all his knowledge is by information, as he has had no personal cognizance of said matters.

And these defendants further answering say, that they
30 believe it to be true, as in said bill is alleged, that the said Augusta DeCamp was seized of the tract of land and premises, as in said bill is firstly alleged, and that she derived her title thereto, as in said bill stated, and that the same was of considerable value.

And these defendants further answering say, it is true, as in said bill is alleged, that the defendant, Eliza A. Crane,

formerly Eliza A. Scott, the sister of the complainant, Augusta DeCamp, was seized of an adjoining tract of land, as in said bill is alleged, and that it was a valuable tract of property, and had been used for mining purposes.

And these defendants further answering say, that the statements contained in said bill, as to the alleged agreement between the defendant, Eliza A. Crane, formerly Eliza A. Scott, and the said Augusta DeCamp, alone, or with her husband, Edward DeCamp, and the transfer of the property in said bill mentioned, and the circumstances attending the same, are incorrectly and untruly stated in said bill of complaint; that the facts, as they actually occurred in reference to the whole of said alleged agreement and transfer, are as follows: some time in the autumn of the year of our Lord eighteen hundred and fifty-three, Edward DeCamp, the complainant, proposed purchasing of the defendant, Eliza A. Crane, then Eliza A. Scott, her mine lot, and she assented to his proposition, which was, as he stated, to unite the two lots, the one belonging to his wife, Augusta, the sister of the defendant, and let them to some person who would make an immediate advance of six thousand dollars on the one to be raised; one-half of this sum, or three thousand dollars, the said Eliza was to receive as a first payment towards the purchase by him of the lot of the said Eliza; and the remainder of the sum, or three thousand dollars, was to be used for canceling a mortgage of that amount on the lot then belonging to complainants, it being, as was represented to the said Eliza, the only encumbrance upon it. Three thousand dollars more was to be paid the said Eliza within one year, as follows: one thousand dollars at the expiration of four months, and one thousand dollars at the expiration of eight months, and one thousand dollars at the expiration of one year. Nothing was said about the said Eliza as receiving money from the rents when they became due, but, on the contrary, the said Eliza A. told said Edward DeCamp that he must not make any arrangement by which the said Eliza A. would be kept out of her money longer than one year, as she knew she should want it to use, and she could make sale of her mine lot at once, for cash. The deed for the lot of the said Eliza A. was to remain in her hands until

she received the whole amount due her, and the deed for the lot of the complainants was to be made out and delivered to the said Eliza A., and the title was to be in her, the defendant, as her security, against any loss or damage consequent on the failure of the said DeCamp to complete the arrangement proposed by him. The following is a copy of said deed executed by complainants :

“This indenture, made the third day of March, in the year of our Lord one thousand eight hundred and fifty-four, 10 between Edward DeCamp, and Augusta his wife, of the township of Hanover, in the county of Morris, and state of New Jersey, of the first part, and Eliza A. Scott, of the township of Pequannock, in the county of Morris, and state of New Jersey, of the second part, witnesseth : That said party of the first part, for and in consideration of the sum of seven thousand dollars, lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby ac- 20 knowledged, and the said party of the first part, therewith fully satisfied, contented, and paid, have given, granted, bargained, sold, aliened, released, enteoffed, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey, and confirm to the said party of the second part, and to her heirs and assigns forever, all that tract or parcel of land and premises herein after particularly described, situate, lying, and being in the township of Rockaway, in the county of Morris, and state of New Jersey, beginning at a heap of stones on the westerly corner of 30 Theodore Wood’s land, and thence running south thirty-seven degrees east, ten chains ; thence south fifty-three degrees west, ten chains, to said Eliza A. Scott’s land ; thence along her land north thirty-seven degrees west, ten chains ; and thence north fifty-three degrees east, ten chains, to the place of beginning, containing ten acres of land, together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging, or in any wise appertaining. Also, all the estate, right, title, interest, property, claim, and 40 demand whatsoever, of the said party of the first part, of, in,

and to the same, and of, in, and to every part and parcel thereof; to have and to hold all and singular the above described tract or parcel of land and premises, with the appurtenances, unto the said party of the second part, her heirs and assigns, to the only proper use, benefit, and behoof of the said party of the second part, her heirs and assigns forever. And the said Edward DeCamp doth for himself, his heirs, executors, and administrators, covenant and grant to and with the party of the second part, his heirs and assigns, that he, the said Edward DeCamp, is the true, lawful, and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made, or intended to be made, for the above described land and premises, can or may be changed, charged, altered, or defeated, in way whatsoever. And also, that the said party of the first part now has good right; full power, and lawful authority to grant, bargain, sell, and convey said land and premises, in manner aforesaid. And also, that he, the said Edward DeCamp, will warrant, secure, and forever defend the said land and premises unto the said Eliza A. Scott, her heirs and assigns forever, against the lawful claims and demands of all and every person and persons, freely and clearly freed and discharged of, and from all manner of encumbrances whatsoever. In witness whereof, the said Edward DeCamp, and Augusta his wife, have hereunto set their hands and seals the day and year first above written.

EDWARD DECAMP. [L. S.]

AUGUSTA. DECAMP. [L. S.]

Signed, sealed, and delivered in the presence of

WILLIAM M. DIXON.

In arranging the terms of a lease with Mr. Charles Jackson, jun., of Boston, the complainant, Edward DeCamp, without consulting the defendant, Eliza A., procured an advance

of ten thousand dollars, more than the sum at first proposed to be raised by him, and had prepared for the execution by the defendant a lease, of which the following is a copy :

This indenture, made the ——— day of March, in the year of our Lord one thousand eight hundred and fifty-four, between Eliza A. Scott, of the township of Pequannock, in the county of Morris, and state of New Jersey, of the first part, and Charles Jackson, jun., of the Glendon iron works, in the township of Williams, county of Northampton, and
10 commonwealth of Pennsylvania, of the other part, witnesseth : that the said Eliza A. Scott, party of the first part, for and in consideration of the covenants and payments herein after mentioned, for herself, her heirs, executors, and administrators, hereby covenants and agrees to and with the said Charles Jackson, jun., party of the second part, his executors, administrators, and assigns, in manner following, that is to say, that the said Eliza A. Scott hath demised, leased, let, covenanted, and agreed, for herself, her heirs, executors, and administrators, and by these presents doth demise, lease, let,
20 covenant, and agree, to and with the said Charles Jackson, jun., party of the second part, his executors, administrators, and assigns, that the said party of the second part, for the term of twenty years from and after the date of these presents, shall and may use, exercise, and enjoy, the full, entire, and exclusive right, liberty, privilege, power, and authority, for himself, his executors, administrators, or assigns, his and their agents, workmen, horses, carts, and carriages, to dig, mine, excavate, raise, work out, and carry away iron ore, in, from, and upon, all that tract or piece of land belonging to
30 the party of the first part, situate and lying in the township of Rockaway, county of Morris, and state of New Jersey aforesaid, containing eighteen acres, strict measure, known as a part of the Hibernia iron mine tract, containing in length eighteen chains, and in width ten chains, being the lots No's 29 and 31, and so designated in the division of the real estate of William Scott, late of said county of Morris, deceased, as in and by the records of the Orphans Court and of said division and confirmation thereof, at the county of Morris, had the 2d day of January, A. D. 1843, will more
40 fully and at large appear. All which said tract or piece of

land, for the term aforesaid, for the uses and purposes aforesaid, and for the consideration herein after mentioned, the party of the first part hereby leases and lets, to the party of the second part, as aforesaid, together with the full, exclusive, and entire right and privilege to the party of the second part, his heirs or assigns, and those under his or their employ during the term, to use and occupy all the buildings now erected and being upon the premises, and also for mining purposes, during the term upon the above described tract; and also, upon a certain other tract of land belonging 10 to the party of the first part, and adjoining the above described premises, containing fifteen acres, to cut down, take, and use wood and timber for mining purposes, free of charge, but for no other purpose whatsoever; which last mentioned tract to which the privilege of cutting wood is extended, is the same premises which Susan A. Scott, by deed dated July 10th, 1851, and recorded at Morris county, in the office for recording of deeds in Book U 4, pages 491, &c., granted and conveyed to the party of the first part. Which said privilege to the party of the second part, his 20 heirs and assigns, to cut wood and timber for mining purposes upon the premises hereby leased, together with the tract of fifteen acres last above mentioned, it is understood and agreed shall be the full and exclusive right for the term aforesaid, twenty years, as mentioned. It is also hereby understood and agreed, that the party of the second part, by these presents, shall have the full and exclusive right, during the term, to erect, construct, put up, and build upon the premises leased, all houses, buildings, workshops, engines, and machinery, such as to him or them may be deemed 30 necessary for carrying on and carrying out the mining operations herein contemplated, and the same to use during the term, and at the expiration thereof, all such buildings, erections, machinery and fixtures, (excepting dwelling-houses,) to take and carry away; and further, it is understood and agreed, that the party of the second part, his heirs and assigns, may erect and construct all roads and ways in and upon the premises that he or they may deem necessary, whether railways or other roads and ways, and at the expiration of the term the rails and fixtures thereon to take and 40

remove, as they may deem expedient, as aforesaid; together also, with the right to turn and drain off from the mines all water pumped and thrown therefrom in and upon the land of the party of the first part. It is further understood and agreed, that all taxes laid and assessed upon the ore beds, and premises above mentioned, shall be paid and discharged by the party of the first part, her heirs, executors, administrators, and assigns, during the term aforesaid.

In consideration of the premises, and the rights and privileges herein before mentioned and contained, the said Charles Jackson, jun., party of the second part, for himself, his executors, administrators, and assigns, covenants and agrees to pay, or cause to be paid at the premises, to the party of the first part, her certain attorney, executors, administrators, or assigns, the sum of thirty-seven and a-half cents for each and every ton of twenty-two hundred and forty pounds of iron ore mined, dug, taken, and carried away during the term from the premises hereby leased, which same shall be in full satisfaction and discharge of all consideration for this lease, and the rights and privileges hereby granted; which said payments shall be made quarterly, at the premises, on the first Monday of April, July, October, and January, following the date of these presents.

Provided, that in the event of the construction of a railroad from the mines to the Morris canal, and the consequent reduction of the cost per ton of transporting the ore to said canal, the ore rent to be paid the party of the first part shall be increased as follows: If the average cost of transporting iron ore, per ton of twenty-two hundred and forty pounds, from the mines to the said canal for any one year during the term, shall not exceed eighty-seven and a-half cents per ton, the ore rent to be paid the party of the first part shall be increased two and a-half cents per ton on the ore transported during said year as aforesaid.

If the average cost of transportation, as aforesaid, shall not exceed seventy-five cents per ton, as aforesaid, the ore rent in lieu of the above, shall be increased five cents per ton on the ore transported during said year, and so on for every twelve and a half cents reduction in the cost of transportation for any one year, counting from the first of April hereafter, a

corresponding increase of two and a half cents per ton during the year shall be paid as an increase on the ore rent herein before reserved, quarterly, to the party of the first part, her heirs and assigns; provided that in no case, and under no circumstances, shall such ore rent be increased or demanded to any amount exceeding fifty cents per ton during the term, be the cost of transportation what it may.

It is further understood and agreed, that the party of the second part shall, within five years from and after the first day of April, one thousand eight hundred and fifty-five, 10 mine and carry away from the premises twenty-five thousand tons of iron ore, and so on for every subsequent term of five years thereafter, the same amount, or in default of so doing, thereupon and thereafter the party of the second part shall forfeit all further right of mining, and this lease shall be considered as canceled, and the parties of the second part shall remove their fixtures as aforesaid from the premises within three months thereafter; and whereas, the party of the second part, has this day lent to the party of the first part, the sum of ten thousand dollars, to be repaid with interest thereon, 20 which same is to be secured by bond and mortgage covering the premises: Now it is understood and agreed, that the ore rent to become due under this lease to the party of the first part, shall be endorsed quarterly upon the bond and mortgage in the hands of the party of the second part, and that the amount of said rent so endorsed shall be a credit and satisfaction *pro tanto* thereon, until the entire amount of principal and interest of said bond and mortgage shall be repaid, or this lease shall terminate or become forfeited; whereupon the balance, if any remains due on said bond and 30 mortgage, shall forthwith become due and collectable. It is understood and agreed, that the iron ore dug and carried away shall be accurately weighed and registered by the party of the second part, and a true return thereof made and exhibited at the premises monthly, to the party of the first part, and under oath, if demanded. All mining, digging, and excavating under this lease, shall be so conducted by the party of the second part as to do as little damage to the premises as possible, and as fully consistent with his rights, powers, and privileges herein granted to him, his heirs and 40

assigns. And the said Eliza A. Scott, party of the first part, for herself, her heirs, executors, and administrators, by these presents covenants and agrees to and with the said Charles Jackson, jun., his heirs, executors, administrators, and assigns, that she, the said Eliza, is the true and lawful owner of all and singular the premises hereby leased, and of every part thereof, with the appurtenances, and that the said land and premises, nor any part thereof, at the execution of these presents are not encumbered by any mortgage, judgment, 10 limitation, lien, or encumbrance whatsoever, whereby this lease and the rights and privileges hereby granted to the party of the second part can or may be changed, charged, altered, or defeated in any way whatsoever; and that she, the said party of the first part, will warrant, secure, and defend that party of the second part therein, against all lawful claims, demands, encumbrances, and liens, as aforesaid, from all and every other person or persons whatsoever.

In testimony whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day 20 and year first above written.

ELIZA A. SCOTT. [L. s.]

CHARLES JACKSON, JUN. [L. s.]

Signed, sealed, and delivered in presence of, — — ,
to signature of Chas. Jackson, jun.

Edward DeCamp, witness to signature of E. A. Scott.

And which was executed by the said defendant, Eliza A., at the request of the said DeCamp. The lease, with a bond and mortgage in the sum of ten thousand dollars, covering both lots, and made to be executed by the said defendant, 30 Eliza A., to the said Jackson, and was brought to the said Eliza A. for her signature by the said DeCamp, while she was attending a church meeting in which she was much interested; and being called out in haste she executed the papers, lease, bond and mortgage, in haste, without careful examination or explanation, or hesitancy, presuming that she should no doubt receive from the sum of ten thousand dollars said to be advanced, the whole amount of six thousand dollars due her, as Mr. DeCamp had assured her that

his only desire was to free the property from the mortgage of three thousand dollars. Soon after this, Mr. DeCamp, having raised the ten thousand dollars from Mr. Jackson, and while she was in expectation of receiving the money as aforesaid, the said complainant, DeCamp, said to her that as he had been obliged to pay much more to free the lot of the complainants from encumbrance than he had anticipated, he could not then well spare the amount which he had promised, viz. the three thousand dollars, but he would, without fail, pay that sum in the course of three or four months; he gave 10 no obligation as security therefor; this defendant, Eliza A., agreed that if he would at once pay a note for eleven hundred dollars which had been loaned him by the said Eliza A. she would wait on him the four months proposed by him for the balance of the three thousand dollars, which was to have been paid in cash; the remaining three thousand dollars to be paid in three installments of one thousand dollars each, at the expiration of each four months ensuing, as at first agreed on. This was verbal only, it was not reduced to writing in any way. It was forfeited by Mr. De 20 Camp's failing to comply with its terms, for he never paid a dollar thereon afterwards, as he had agreed to do; some time in the month of August, in the year of our Lord eighteen hundred and forty-three, the defendant, Eliza A., proposed to the said DeCamp that if he would promptly pay the interest semi-annually on the amount remaining unpaid to her, she would wait for the principal until the rents agreed to be paid by said Jackson should exceed the sum advanced by him, said Jackson, and the rents accruing after the amount advanced by said Jackson were paid should be credited as 30 payments upon the principal until the whole amount due the said Eliza A. was made up in that way. This proposition was acceded to by said DeCamp, and it was reduced to writing in the form of a short agreement drawn up by David A. Hayes, esq., attorney of said DeCamp, and was signed by the said Eliza A., who delivered it to the said Edward DeCamp. This was the only agreement ever signed or delivered by the said Eliza A., in reference to said property, and it was to be forfeited if the interest was not punctually paid as above; as the time for the second installment of interest to 40

be paid drew near, the first payment not having been met, the said Eliza A. spoke to the said David A. Hayes, attorney, as aforesaid, respecting it, and he replied that said Edward DeCamp was not in circumstances to pay the interest, he supposed; and that, as he had, in fact, made sale of the complainant's lot, and received adequate payment for it, therefore he ought to relinquish all claim to the property of the defendant, Eliza A., under the agreement above named, and he said he should tell the said DeCamp so, and that he
10 ought to give up the agreement. A short time afterwards, without the said Eliza A. asking for it, and in pursuance, as she supposed, of the advice of their attorney, David A. Hayes, Mrs. DeCamp, one of the complainants, handed the agreement to the defendant, Eliza A., and as no payment of principal or interest had ever been made or tendered, the defendant, Eliza A., believing them, and that the same was forfeited, destroyed it about two years since. For nearly six years, the defendant, Eliza A., received no benefit from the mines, their produce being applied to reduce the sum
20 advanced to the complainants on the lease made with said Charles Jackson, jun. In consequence of not receiving the money as due to her, the defendant, Eliza A., she was greatly inconvenienced and damaged, and was deprived of an important source of her support, and to pay obligations of hers, given for DeCamp, was compelled to sell other valuable property at great sacrifices, and has, to the present time, suffered inconvenience of great loss and damage to her. About two years since, the said Eliza A., being pressed for
30 payment of some notes of said DeCamp, which she had endorsed to accommodate him, she did verbally allow said Edward DeCamp to agree for the sale of the property as leased to said Charles Jackson, jun., on condition that the said Eliza A. was to receive the sum of eight thousand dollars, and be released from all liabilities she was under for the said DeCamp remaining unpaid at that time; and said DeCamp, after complying with the above, was to be entitled to any surplus there might be over the said sum of eight thousand dollars, and the liabilities then existing. The said DeCamp negotiated with a Mr. E. L. Dayton for a sale of the said
40 property, and assured the said Eliza A., before she signed

an agreement with said Dayton, that it was understood by said Dayton, that in addition to the said eight thousand dollars he was to pay the said Eliza A. for the said DeCamp, the obligations for which she was responsible for him being about five or six hundred dollars. An agreement was made with said Dayton by the said Eliza A., but the said Dayton failed to meet the payments to her as agreed on, and did not pay the notes for said DeCamp, alleging that he had not agreed to do so; therefore, the said Eliza A. was obliged to meet them herself from the amount received from said Dayton, which was about fourteen hundred dollars, having 10 relied on the agreement of said Dayton for means to meet engagements made by her. When the said Dayton forfeited his agreement, the said Eliza A. was greatly embarrassed, and was obliged to sell, at a great sacrifice, valuable property, which she had hoped and intended to retain, when she consented to take for the mine lot eight thousand dollars before named. The title to the mine lot, made to the defendant, Eliza A., by the complainants, was an absolute one, and without any condition at the time her bond and mort- 20 gage was made to said Charles Jackson, jun., to secure the money advanced to the complainants. She was compelled to pay the whole tax, and was subject to other expenses therein; the agreement subsequently given as above was voluntary and without consideration, other than kind feeling to her sister; it was forfeited at the first moment by the complainants; they have had the full value for their property; they have neither paid interest or principal, and have failed to comply with every agreement made in reference to said property. She has lost the use of money and property 30 valuable to her, and has never received on account thereof, as the following account, from said Charles Jackson, jun., to whom the mines are leased for a long term of years, any thing adequate, as the following account or statements received by her from him will show, viz.

	Tons.	Cwt.	Q r.	
1859. July 1.	2365,	14,	2, @ 37½c.,	\$887.16
" Oct. 1.	1774,	9,	1, "	665.42
1860. Jan'y 1.	2338,	9,	3, "	876.94
	<hr/>	<hr/>	<hr/>	
	31425	3	3 Total,	\$11784.45

By interest on the above amounts to January 1st, 1860, viz.—

Years.	Months.		
5,	6, on	\$214.60,	\$70.82
5,	3, "	775.80,	244.38
5,	0, "	379.06,	113.72
4,	9, "	433.47,	123.54
4,	6, "	713.33,	192.60
4,	3, "	784.81,	200.12
4,	0, "	662.39,	158.97
3,	9, "	678.55,	152.67
3,	6, "	608.39,	127.76
3,	3, "	625.35,	121.94
3,	0, "	546.05,	98.28
2,	9, "	657.28,	108.45
2,	6, "	565.50,	84.82
2,	3, "	646.84,	87.32
2,	0, "	137.34,	16.48
1,	9, "	36.77,	3.86
1,	0, "	203.90,	12.23
0,	9, "	685.50,	30.85
0,	6, "	887.16,	26.61
0,	3, "	665.42,	9.98
			<hr/>
			1985.40
			<hr/>
		Total credits,	\$13769.85

The amount of ore raised under the lease since the foregoing, according to the statement furnished by Mr. Jackson to the defendant, is as follows, viz.

	Tons.	Cwt.	Qr.
1860. January,	784,	14,	2.
“ February,	557,	1,	0.
“ March,	48,	7,	1.

1390, 2, 3, @ 37½c. per ton, \$521.29

Less amount over-paid on ore carted up to
January, 1860, as per account, to February 29, 329.51

10 \$191.78

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

LEWIS C. GROVER,

Solicitor for and of counsel with the defendants.

New Jersey, ss—Aaron Crane and Eliza A. Crane, the above named defendants, being duly sworn according to law, on their oaths depose and say—that the matters and things set forth in the above answer, so far as relates to their own acts, are true, and so far as they relate to the acts of others, they believe them to be true.

AARON CRANE.

ELIZA A. CRANE.

30

Sworn and subscribed before me, June 25th, 1860.

Z. S. CRANE, *M. C.*

Replication.

[Filed September 14, 1860.]

These repliants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto say—that they will aver and prove their said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendants, Aaron Crane, and Augusta his wife, is uncertain, untrue, and insufficient to be replied unto by these repliants, without that, that any 10 other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed or avoided, traversed or denied, is untrue; all which matters and things these repliants are and will be ready to aver and prove, as this honorable court shall direct; and humbly pray, as in and by their said bill they have already prayed.

THEO. LITTLE,

Solicitor for and of counsel with complainants.

Testimony on part of Complainants.

[Filed December 20, 1866.]

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Examination of witnesses, &c., in the above stated cause, on the part of the complainants, taken before me, at my office, in Morristown, Morris county, New Jersey, this twenty-ninth day of September, in the year eighteen hundred and sixty-two, the complainants appearing with their counsel, Theodore Little, esq., and the defendant, Eliza Crane, appearing with her counsel, J. Vanatta, esq., due notice of the taking of the examination being admitted by Mr. Vanatta.

ALFRED MILLS, *M. C.*

Mrs. Augusta DeCamp, one of the complainants, a witness produced on part of the complainants, being duly sworn on her oath, says—I am the wife of Edward DeCamp, one of the complainants; Mrs. Crane, the defendant, is my sister; she and I owned adjoining mine lots, after our father's death; in my lot, there was ten acres; in hers, six or seven, I think; my husband and I made a conveyance of my mine lot to my sister; no part of the consideration money mentioned in that conveyance was paid to me at the time by her, nor has
10 any part of it since been paid to me.

Quest. For what purpose was that conveyance made by you and your husband, to your sister, Eliza?

Ans. To secure it to myself in the future, and to secure her against any liabilities for us, either in the payment for her lot, or in endorsements; there was an agreement for the purchase of her lot for six thousand dollars; the conveyance of her lot was to be made to me.

Quest. Was your own lot to be re-conveyed to you at any time, and if so, when?

20 *Ans.* It was; whenever she was satisfied for her own lot, and for any liabilities she had incurred for Mr. DeCamp or me; I had a written agreement; I never understood a verbal one; that written agreement was put in writing after the conveyance to her; the agreement itself was made at the time of making our deed to her; Mr. David A. Hayes wrote the agreement; I had it in my possession; I gave it to Mrs. Crane, my sister; I presumed I could have it back, if I wished it; it was not given up to her to be destroyed; I supposed it was given her for her investigation; I have
30 never seen it since that time; I would not have let her have it, if I had supposed she meant to destroy it; prior to the time of the filing of the bill in this cause, my sister told me she had no claims against me or my husband, independent of this transaction in regard to her lot; we were talking—trying to arrange this matter in difficulty between us; I wanted to know what arrangement she was willing to make in regard to the income coming from the mine, and wanted to know what her demand against us was; she said that I had been paid for my lot by the mortgage, and the property
40 was hers; she wished to dispose of the property—wanted to

realize on it; she did not wish to wait for the income from the lease, but wanted to dispose of the whole property; my position was, that if I had any right in the property, it was independent of her will, and I wanted it asserted; I said to her, that I wished her still to hold my lot in trust until she was satisfied for every claim she had against us, and she replied she had nothing.

[Counsel for complainants here shows to witness letter purporting to be from Mrs. Crane, and which master has marked *Exhibit 1*, on part of the complainants.] 10

Witness says—

That letter is in the handwriting of my sister; it was received by me from her.

[Counsel for complainants here shows to witness paper, purporting to be letter from defendant, Mrs. Crane, which master has marked *Exhibit 2*, on part of complainants.]

Witness says—

That is in my sister's handwriting; I received it from her.

[Counsel for complainants here shows to witness paper, purporting to be letter from Mrs. Crane to Mr. Little, which the master has marked *Exhibit 3*, on part of complainants.]

Witness says—

That letter is in my sister's handwriting; I took that agreement to my sister, because my husband asked me to take it to her—said she had asked him for it.

Witness, Mrs. DeCamp, being cross-examined by Mr. Vanatta—

Quest. Were the conversations that took place with Mrs. Crane about this property before the deed and mortgage were made, had with you or your husband? 30

Ans. With us together, the first was; the second was with me alone; Oh!—I misunderstood the question: the conversations, before the deed and mortgage were made, were with my husband.

Quest. Were you present at the time these conversations took place between your sister and your husband?

Ans. I was present at one; we talked about it together at Boonton; I remember it distinctly; this was less than a

month before the deed was made—perhaps less than a week—I can't say dictinctly.

Quest. What was agreed upon with respect to the property at that time?

Ans. That Mr. DeCamp should purchase her lot for the sum of six thousand dollars, and that she should have a deed for my lot for the sum of seven thousand dollars; and the two were to be mortgaged, and she was to receive, I think, three thousand dollars of the mortgage money, as the first
10 payment upon her lot; and whenever she was satisfied for the payment of her lot and other liabilities, she was to convey both lots to me.

Quest. How much was the mortgage to be?

Ans. I don't think the sum was fixed upon at that time; I don't think Mr. DeCamp knew how much he could mortgage it for at that time.

Quest. What sum was spoken of at that time as the amount of the mortgage?

Ans. I don't recollect—in fact I don't think the sum was
20 named; the three thousand dollars which Mrs. Crane was to get out of the mortgage, was to be part payment for her lot; the remaining three thousand dollars, was to be paid to her within two years; I am not positive that it was two years; she was to have interest on the remaining three thousand dollars from the time of the transaction.

Quest. You say your lot was put in at a valuation of seven thousand dollars—why was any valuation placed upon that lot?

Ans. It was necessary, I supposed, to make the transac-
30 tion legal.

Quest. In what respect, or for what purpose, did you deem it necessary?

Ans. Well, I supposed it to be the usual mode of transacting such things—that it was necessary; she was to hold as security; I did not consider it as an adequate valuation at time; I did not wish to sell it at any price.

Quest. Was she to be secured by that lot against all claims which she held against your husband or was liable for, for him?

40 *Ans.* Yes.

Quest. For any claims she might have against you?

Ans. Yes, sir.

Quest. Did you, from that time onward, attend to the business yourself, or confide its management to your husband?

Ans. To my husband.

Quest. Were you aware that he was appropriating money which had been obtained from that property by mortgage, to the satisfaction of his liabilities?

Ans. Yes, sir.

10

Quest. Was that done by him with your approval?

Ans. Well, I would rather that Mr. Crane should have received her amount; but it was agreed between her and him, the manner of the appropriation, I mean; I had no control of it; if she consented to his having the money, she gave up her claim to it.

Quest. You say that Mrs. Crane consented to the appropriation that he made, what I wish to know is, whether you also consented?

Ans. She consented to his appropriating the money to his own use; and I consented to his subsequent appropriation to the payment of his debts.

Quest. Did he have your consent to all the appropriations which he made of the money raised by the mortgage of those lots?

Ans. I don't recollect any objection.

Quest. At the time you and your husband made the deed for your lot to Mrs. Crane, was your lot encumbered—and if so, in what way, to whom, and for what amount?

Ans. A mortgage on that and other lots was held by Freeman Wood, as collateral security; Mr. Wood released it upon payment of four thousand dollars, I think; I am not positive, it may have been more that was paid; that was all the encumbrance.

Quest. When and how was that paid off?

Ans. It was paid off from this mortgage money, immediately upon raising it.

Quest. How long after you gave the deed to your sister, was it that this agreement in writing, of which you have spoken, was given?

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Ans. Not over a month, I think; it may have been more or less.

Quest. Did that written agreement in its terms differ in any respect from the terms of the verbal agreement made prior to the delivery of the deed—and if so, in what respects?

Ans. In no wise, except that it prolonged the terms of the payment for her lot; the agreement was drawn and signed at Newark, in Mr. Hayes' office, I think; Mrs. Crane prompted the agreement; Mr. Hayes was at that time, and
10 for some time afterwards, my attorney; I was not at Newark at the time the paper was drawn and signed; it came to my hands through Mr. DeCamp as soon as Mr. DeCamp came home from Newark; it may have been the same day it was executed, or a day or two afterwards; it never, to my knowledge, went back into Mr. Hayes' hands, while it was in my possession; I had it three or four months.

Quest. Did you or Mr. DeCamp ever pay any interest on that agreement?

Ans. No.

20 *Quest.* Did you or he ever pay the six thousand dollars, or any part of it, to Mrs. Crane?

Ans. Mrs. Crane had nine hundred or eleven hundred dollars from us, out of the mortgage money; it was, I think, the very evening after it was received, as soon as we could see her; I think it was nine hundred dollars; this was paid to her before any other payments were made, except Mr. Wood; he might have been paid; the amount of the mortgage was ten thousand dollars.

30 *Quest.* Mr. DeCamp used the whole of that for his purposes, except the nine hundred dollars that went to Mrs. Crane, did he not?

Ans. Yes, sir.

Quest. In the agreement which you say Mr. Hayes drew, Mrs. Crane signed, and you received, was there any forfeiture expressed, of any kind, or upon any contingency?

Ans. No forfeiture on my part; if Mr. DeCamp failed to meet his payments, she agreed to await the proceeds from the rent, after the mortgage was canceled.

40 *Quest.* Did it not provide that in the event of the payments specified in the agreement not being made, as therein ex-

pressed, the agreement should be void, or words to that effect?

Ans. Nothing of the kind.

Quest. What proviso did the agreement contain, in the event of the non-payment of the interest, as specified?

Ans. I don't recollect anything being said about it.

Quest. Was the agreement short or lengthy?

Ans. About one page and a third, I think.

Quest. Of foolscap?

Ans. I think so; I am not sure whether of that or letter 10 paper.

Quest. I suppose you can't give the language of the agreement from beginning to end?

Ans. I cannot.

Quest. Did you ever read it more than once?

Ans. Yes, sir.

Quest. How often did you read it?

Ans. Say three or four times; not in the same day, at different times.

Witness being re-examined by Mr. Little.

20

Quest. You say you did not wish to sell your lot—why not?

Ans. I wished to retain it for my own use; I wanted it in such a position that it couldn't be used by any one else, and further I wished to secure Mrs. Crane beyond other creditors of my husband, and beyond that I did not feel under any obligation to use it.

Quest. Have you children?

Ans. Yes, sir—seven; my sister was unmarried at the time; she has no children.

Quest. Did you ever authorize your husband to make any alteration in the verbal agreement as to the lot?

Ans. No, only the prolongation of the payment, as mentioned in the original agreement; that written agreement was signed by her alone; the nine hundred dollars of which I have spoken was paid to her upon the purchase money of the lot.

AUGUSTA DeCAMP.

Sworn to and subscribed, this twenty-ninth day of September, A. D. 1862, before me.

ALFRED MILLS, *M. C.*

Here, by consent of parties, I adjourned this examination until two P. M.

ALFRED MILLS, *M. C.*

Two P. M. parties and counsel met pursuant to adjournment.

ALFRED MILLS, *M. C.*

- 10 *Edward DeCamp*, one of the complainants, being duly sworn, deposes as follows—I am one of the complainants in this cause; I recollect joining in a deed with my wife to Eliza A. Scott, for a mine lot of ten acres; no part of the consideration money mentioned in that deed was paid to me or my wife, at the time the deed was executed, nor has it since been paid, by Eliza A. Scott; that deed was made to her for the purpose of securing to her the purchase money for her mine lot, and other liabilities incurred for me; a little previous to the execution of this deed, I had made an agreement with
- 20 Miss Eliza A. Scott, to purchase her mine lot for six thousand dollars; the deed was to be made to my wife; the lot of Mrs. DeCamp, conveyed by the deed, was to be held in trust, as I understood; no deed was made at that time by Miss Eliza A. Scott for her mine lot to Mrs. DeCamp; none was to be made at that time; the deed was to be made by her to my wife, when Miss Scott should have received the consideration of six thousand dollars, and when other liabilities should be settled and paid; I think that all the liabilities which she had incurred for me or Mrs. DeCamp, at that time,
- 30 have been paid; by our agreement, three thousand dollars of the consideration money for Eliza's lot was to be paid at that time; this three thousand dollars was to be paid out of money which was to be obtained by mortgage upon the two lots—a bond was to accompany the mortgage; a lease was to be given for the two lots; I raised money by the lease, in anticipation of the rents, from Mr. Charles Jackson, jun., to the amount of ten thousand dollars; I did not pay to Eliza

the three thousand dollars; nine hundred dollars is the amount which was paid, I think; I did not pay her the three thousand dollars, because of her assenting to receive a less amount at the time; when the purchase money was fully paid to Eliza A. Scott, the lots were to be conveyed to my wife, by deed.

Quest. Why was the time in the bond and mortgage fixed at six years?

Ans. The idea was to give sufficient time for the rents to pay the amount; after the purchase money and interest were paid, the lease was to be transferred to my wife, Augusta DeCamp; there was a paper prepared by Mr. Hayes subsequently to the execution of the deed by me and my wife, which was signed by Eliza A. Scott; the object of that paper was to change the terms of the agreement, and so to extend the time as that the amount should be received from the payment of rents; when the paper was executed by Miss Scott, it was handed to me, and I handed it to my wife; it was handed by my wife to her sister, Eliza; I can't say that I know definitely for what purpose; but I had the impression at the time that it was handed to her for examination, or some purpose of that nature; it was handed to Eliza at her own request; that request was conveyed to Mrs. DeCamp by myself; at the time it was handed to Mrs. Crane, I had no idea that she took it for the purpose of destroying it; at the time this arrangement was made, I think Miss Eliza A. Scott was anxious to sell her lot; I know she was talking of it; negotiating with another party; a sale of the property has been negotiated since the conveyance to her; the sale was made to Edward L. Dayton, of New York; I had something to do with the negotiation; I do not now recollect the terms of that sale; that is when the payments were to be made; the amount was eight thousand dollars; this was the amount Eliza agreed to take for her interest in the whole property.

Quest. Was Dayton, by the arrangement, to hold title to the whole property?

Ans. No, sir; by the arrangement he was to convey to Augusta DeCamp her lot, without any further consideration.

Quest. Have you any account of the ore that has been raised from those lots since the lease was made?

Ans. I have the account; it was taken from the company's books at Rockaway—the place of weighing the ore; the sum of eight thousand dollars was to be paid to Eliza, because it was the amount agreed upon by her to be accepted for her interest in the property; I mean that was the sum that was to be given to her to settle the whole matter; the amount of ore taken by the lessee from June, 1854, to April, 1861, 10 is thirty-eight thousand seven hundred and eighty-five tons, sixteen hundredweight, two quarters; the mine has not been worked of late; it is filled with water; it is impossible at present to make any examination of it; it cannot, as I am assured by Mr. Richards, be told what amount has been taken from each of the lots, until the water is pumped out of the mine.

Cross-examination of Edward DeCamp, by Mr. Vanatta.

I think the working of the mine ceased in the fall of 1860; I think it was in December, 1860; I got of Mr. Jackson on 20 that bond and mortgage, exactly ten thousand dollars.

Quest. Did either you or Mrs. DeCamp become in any way responsible to Mr. Jackson for that ten thousand dollars—I mean did you or she assume any personal responsibility?

Ans. No, sir; in no other way than her lot being included in the mortgage which Miss Scott gave.

Quest. Do you know the reason why Mrs. Crane was willing to accept the terms offered by Mr. Dayton?

Ans. I don't know that I do, sir.

Quest. Didn't she tell you, at the time, that it was to raise 30 money to pay claims that were in suit against her and her husband?

Ans. It is very likely that she did; I think I have some recollection of it—nothing very distinct.

Quest. Were not those claims then in suit against her, debts of yours, for which she had become liable?

Ans. I think they were.

Quest. Was not the money which you understood she received from Dayton used by her to pay those very claims?

Ans. I could not say definitely, but it is very probable.

Quest. Do you know whether she paid the claims or not?

Ans. I know that she did pay various claims.

Quest. Did you furnish her the money to pay them with?

Ans. I think I did in part, sir, at different times; I am not positive what claims; I think I did not furnish the money to pay the particular claims which were in suit against herself and her husband.

Quest. Have you ever reimbursed her to satisfy her for what she paid in satisfaction of those claims against you, which were pressing her at the time of this negotiation with 10 Dayton?

Ans. I cannot say definitely that I have; it is something that I have not thought of in a long while, and I cannot say definitely what claims they were.

Quest. When was that written agreement, which you say Miss Scott signed, made?

Ans. I should say nearly a year after the deed was executed; I have no distinct recollection of the time; I refer to the one drawn by Mr. Hayes.

Re-examination of witness by Mr. Little.

20

Quest. Was the ore that was raised by Mr. Jackson under the lease, raised out of one or both of the lots?

Ans. Both.

Quest. Do you know of any claims against you by Eliza, or any liability incurred by her for you before the filing of the bill in this cause, which you have not paid?

Ans. I do not know of any.

Cross-examination of this witness resumed.

Quest. Did not B. K. Stickle, of Rockaway, have a claim against you, on which she and her husband were sued, and 30 which she afterwards paid?

Ans. I think it was the case.

Quest. When, where, and how, if ever, did you pay her the money which she paid to satisfy that claim?

Ans. I don't think I have ever paid it myself.

Quest. Have you ever paid Mrs. Crane any interest on the agreement which existed between you and her, in relation to those lots?

Ans. I have not.

EDWARD DE CAMP.

Subscribed and sworn to, this twenty-ninth day of September, A. D. 1862, before me.

ALFRED MILLS, *M. C.*

Testimony on part of Defendants.

[Filed March 3, 1863.]

Examinations taken before me, Staats S. Morris, one of the masters and examiners of the Court of Chancery of New Jersey, in the above stated cause, at my office, No. 194 Broad street, in the city of Newark, this ninth day of February, A. D. one thousand eight hundred and sixty-three, in the presence of Theodore Little, esq., of counsel with the complainants, and Jacob Vanatta, esq., of counsel with the defendants, said parties appearing before me for the purpose of taking this examination, by agreement.

Ansel D. Eddy, a witness produced on the part of the defendants, being duly sworn, maketh answers as follows:

Quest. Where do you reside?

20 *Ans.* At Seneca Falls, in the state of New York.

Quest. Where did you reside in 1854-55?

Ans. I resided in the city of Newark, New Jersey; I think that was the date.

Quest. During the winter of 1854-55, do you know where the defendant, Mrs. Crane, lived?

Ans. She resided in my family; she was there off and on from the fifteenth of October, but I think came to reside there permanently about the first of November; I can say she was there permanently as early as the first of November; 30 she was d w.a, off and on; I can't tell how long she remained there; we started to go west, I think, about a week before the anniversaries in New York; she went west with us.

Quest. While she was residing in your family, did you become acquainted with her business and pecuniary affairs?

Ans. Yes, sir.

Quest. Was she or not, at that time, in any pecuniary embarrassment?

Ans. Yes, sir.

Quest. State, if you please, the cause of that embarrassment? [Question objected to.]

Ans. She had notes out which she had endorsed for Mr. DeCamp, some of which had been negotiated with a Mr. McClelland; having failed to realize money from Mr. DeCamp, as she stated to me, she was under the necessity of taking up money to pay the notes upon which she became liable.

[Complainants' counsel here objects to all evidence of conversations between him and Mrs. Crane.]

I had these notes, or some of them, in my possession; I had all her papers; she employed me as her agent to negotiate some of her business, and I attended to her business with Mr. DeCamp, Mr. McClelland, Mr. Cobb, and others. 20

Quest. Did you know of any other notes made by Mr. DeCamp, and endorsed by Mrs. Crane, (then Miss Scott) than those held by Mr. McClelland, and if so, who held them?

Ans. I don't know that I can answer that question from practical knowledge; I don't know that I saw the notes; I negotiated a note at the bank with Dr. Pennington; my impression is, that Mr. DeCamp's name was on the note.

Quest. How did you learn that Mrs. Crane expected money from Mr. DeCamp?

Ans. I don't know how to answer that question; I had 30 repeated conversations with Mr. DeCamp respecting the transactions between him and the then Miss Scott; from those conversations, and the knowledge I had of Miss Scott's business, I became acquainted with the fact of his indebtedness to Miss Scott. [Evidence of conversation with Mr. DeCamp objected to.]

Quest. Was not Miss Scott obliged to make loans while you had charge of her business, to meet her liabilities on account of DeCamp?

Ans. She was obliged to make loans, and did make loans, which I negotiated for her.

Quest. Did any of those loans, in order to obtain or continue them, require the payment of extra interest? [Objected to.]

Ans. The loan I negotiated for her in New York for between three and four thousand dollars, require no extra interest beyond the expenses of examining title, and drawing the papers; I had to pay seven per cent. interest for that loan; 10 my impression is that loan was thirty-five hundred dollars; I wont be positive; it was obtained from the Union Theological Seminary; I made no other loan for her except the notes discounted at the bank.

Quest. Was the rate of discount on those notes six or seven per cent.?

Ans. It was the ordinary rates charged by the banks in Newark; they were discounted at the city bank.

Quest. During the period, while she was with you, did any of her paper lay over, for which she had to pay extra interest 20 —and if so, at what rate?

Ans. I know of going with Miss Scott at that time to Mr. Cobb, in New York, to negotiate some business in which she had become involved in liabilities from which he had relieved her by advancing money, in virtue of which, she told me she suffered loss, more than the face of the notes; I do not know the rate.

Quest. On what account was Mrs. Crane entitled to money from Edward DeCamp?

Ans. It was in consideration and negotiations of the sale 30 of iron mines.

Quest. Where were those mines situated?

Ans. I visited one mine in the vicinity of Morristown, which I supposed to be the locality of those mines, though I have no knowledge; I left the railroad at Morristown; upon reflection, I think it was at Rockaway I left the railroad; Mr. Tuttle took me in his carriage to the mines.

Quest. What was the name of the place where that mine was situated, was it Hibernia?

Ans. I can't say whether it was Hibernia or not.

Quest. What were the expenses attending that loan in New York—searching papers, &c.?

Ans. I won't be positive I paid the attorney; I should not like to say the amount; I don't recollect; I think it was under fifty dollars; it was so long ago, I should not like to say what the amount was.

Quest. While Miss Scott was living in your family, did you or not talk with Mr. Edward DeCamp about his paying to Miss Scott moneys which were payable by him on account of the transactions which were between them respecting this mining property?

Ans. I had frequent conversations with Mr. DeCamp respecting his obligations to Miss Scott touching that mining property?

Quest. What, if anything, did he say as to making payments to her on that account? [Objected to.]

Ans. From my conversations with Mr. DeCamp at different times, and from my knowledge of Miss Scott's business, connected with Mr. DeCamp, I became satisfied that he was unable to meet those payments, and I felt assured that he did not expect to do it.

Quest. Did he admit or deny his inability to meet them? [Objected to.]

Ans. From the whole transaction, I inferred a virtual acknowledgment of his inability to meet them.

Quest. When you became satisfied of his inability to meet those payments, what course, if any, did you recommend him, or ask him to pursue in relation to the property? [Objected to.]

Ans. I was acting for Miss Scott; my understanding was that the whole thing should revert back to Miss Scott.

Quest. How did you obtain that understanding?

Ans. I obtained it from repeated conversations with the parties—Mr. DeCamp and Miss Scott.

Quest. Did Mr. DeCamp assent or object to that disposition of the matter?

Ans. My understanding was, that he made no objection to it, but assented.

Quest. Please explain your meaning of the phrase "revert back," in connection with the property? 40

Ans. I suppose the property, in consequence of their previous transactions and understanding, was so situated that it was not at all available to Miss Scott, and that Mr. DeCamp was to so give up his interest or obligation that Miss Scott had given him, as that the property should be made available to her.

Quest. What obligation do you refer to in your last answer?

Ans. I refer to verbal statements which she made, and a written proposition which she had made to him, to dispose
10 of her interest in the mines.

Quest. Did you have that written proposition in your possession?

Ans. My impression is that I did.

Quest. Did you read it—and if so, how often?

Ans. My impression is that I did, and we conversed about
it often.

Quest. Who do you mean?

Ans. Mr. DeCamp and Mrs. Crane.

Quest. While the paper was in your possession?

20 *Ans.* While it was lying in my study; the conversations were in my house, and the paper was in my study.

Quest. Was that paper in your house at the time Mr. DeCamp assented to its being abandoned and surrendered, or not?

Ans. I can't say, positively.

Quest. State the contents of that paper, to the best of your recollection, giving its language—and if you cannot give its language, state its purport and effect, as near as you can recollect? [Objected to.]

30 *Ans.* I should not be willing to state its precise language; but as near as I can recollect, it was a proposition or agreement to dispose of her interest in the mine, upon certain conditions.

Quest. Can you state what those conditions were?

Ans. I cannot, definitely.

Quest. Did those conditions require the payment of sums of money—and if so, by whom?

Ans. They did; I suppose by Mr. DeCamp, though I don't know.

Quest. At the time you had the paper, was the time for making those payments passed, or not?

Ans. At the time Mrs. Crane was living with me some of the payments were due, and had not been paid.

Quest. Were, or not, the payments specified in that paper, the ones which you have previously stated you became satisfied Mr. DeCamp could not pay, and admitted his inability to pay?

Ans. I cannot specify particulars; but I understood all liabilities to Miss Scott he was unable to meet. 10

Quest. How or from whom did that paper come into your possession?

Ans. I do not now distinctly remember.

Quest. Give us the best account of it which your memory allows?

Ans. I had frequent conversations with Miss Scott, Mr. DeCamp, and Mr. Hayes, but I can't now state from whom I got the paper.

Quest. To whom did you deliver it when you parted with it?

Ans. I presumed it was removed from my study with all 20 the papers; my study was made a depository for Miss Scott's papers; I have no recollection of delivering that particular paper more than all the others of Miss Scott's which were in my study; I don't know where it is now.

Quest. While you were acting as Miss Scott's agent, and while she was boarding with you, did you say anything to Mr. DeCamp about having a paper executed by him and his wife renouncing all interest in or claim to this mine property? [Objected to.]

Ans. I did, in a conversation with Mr. DeCamp and Mr. 30 Hayes, suggest that something more should be entered into than a mere verbal agreement.

Quest. What was said to that suggestion by Mr. Hayes or Mr. DeCamp, or either of them? [Objected to.]

Ans. I called frequently at Mr. Hayes' office for Miss Scott to see if Mr. DeCamp had done anything on that subject; Mr. Hayes said it was unnecessary; Mr. Hayes suggested it might be well enough to have something done, but it was not legally necessary.

Quest. Why not legally necessary—did he state the reason—and if so, what reason? [Objected to.]

Ans. The utter impossibility of Mr. DeCamp's meeting the terms of the agreement.

Quest. Did Mr. DeCamp consent or refuse to execute such a relinquishment as you suggested?

Ans. I have no recollection of his making any objection.

Quest. Why did you go to Mr. Hayes' office to see if he had done it—was it because Mr. DeCamp had expressed a
10 willingness to execute such a paper, if Mr. Hayes deemed it necessary—or was it for some other reason?

Ans. I went there to see if Mr. DeCamp had been there and put the whole property in a shape to make it available to Miss Scott; that is what was wanted—we were not particular about any papers.

Quest. According to your understanding of the matter, had or not that result been attained before you moved west?

Ans. I understood that it had reached that point before I left.

20 *Quest.* State what, according to your understanding, had effected that result?

Ans. The whole transaction involving that paper and the frequent conversations at my house between Mr. DeCamp and Miss Scott.

Quest. Was it or not your understanding that the arrangement expressed in that paper had been abandoned by the mutual consent of the parties, after the non-compliance with its terms on the part of Mr. DeCamp?

Ans. I so understood it.

30 *Quest.* Did you ever have any conversation with Mr. DeCamp on this business in the presence of his wife—and if so, how often, and when?

Ans. I am not sure I ever had any conversation with him on this subject in the presence of his wife, and I am not sure I had not.

Quest. While you were acting as Miss Scott's agent on this business, were you ever at Mr. DeCamp's house—and if so, how often?

Ans. Yes, sir; I can't say how often.

40 *Quest.* Were the conversations on business at Mr. DeCamp's house, in the presence of his wife?

Ans. The conversations on matter of business were principally at my house, in Newark; my calls there were those of social intercourse more than of business.

Quest. Was Mrs. DeCamp in the habit of calling at your house while her sister boarded with you?

Ans. I think she called there frequently.

Quest. Who do you mean by Mr. Hayes?

Ans. David A. Hayes, esq., of this city.

Quest. For whom was he attorney?

Ans. I supposed he was doing business for Mr. DeCamp. 10

Quest. While your were in intercourse with Mr. Hayes and Mr. DeCamp in relation to relinquishing to Miss Scott full control of the mine property, was it said by Mr. DeCamp or by Mr. Hayes that giving up to Miss Scott of the papers in relation to that thing, would effect that result or would be all that was necessary? [Objected to.]

Ans. I understood that the result had been reached by which the property would be made available to Miss Scott; that impression was given me by Mr. Hayes; I will not say it was given me by Mr. DeCamp. 20

Quest. Did you or not communicate to Miss Scott your understanding of the result of your efforts in respect to that property?

Ans. I did, sir.

Cross-examined by Mr. Little.

It is eight years next spring since I broke up my residence in Newark and went west; in the spring of 1854 or '55, when I went west; it was in May, 1855, when I first went west; I returned in the fall—Miss Scott remained with us travelling some weeks, and then left us; my residence during the 30 winter of 1855,—'6, was in Chicago; I removed from Newark to Chicago in October, 1855; these various conversations with Mr. DeCamp took place while Miss Scott lived with us; I have no distinct recollection of having any conversation with him after I returned from the west, though I may have done so; the purpose of making that loan of the Theological Seminary was to meet the numerous liabilities she had coming due; that loan was effected during the time she lived with us—I think about the middle of the time she was

there—I should think in February; there was a mortgage given to the seminary; I don't recollect of but one mortgage given to the seminary; I can't state who held the notes coming due at that time, except one that McClelland held, which laid over, and I made arrangements to take it up; I took it up, and I suppose I surrendered it to her; she was endorser on the note; she went to see and consult with Mr. Cobb about moneys he had advanced for her; he had kept paper of hers from being dishonored—and also to talk about
 10 the mine property; I cannot tell, from any personal knowledge, on what account Mr. Cobb had advanced money for her; there was some transaction between Mr. DeCamp and Miss Scott from which he was to pay her money; but from personal knowledge I can't say, except from conversation between me and them, and from some papers which I saw, I learned he was largely indebted to her, growing out of the prospective purchase of the mine; I have no distinct recollection of ever seeing any deed executed by Mr. DeCamp and wife to Miss Scott.

20 *Quest.* You said your understanding was, at a certain stage of the business, that the whole thing should revert or go back to Miss Scott—what thing do you refer to?

Ans. I refer to the property she proposed to part with in consideration of her receiving a certain amount from Mr. DeCamp.

Quest. Did that understanding relate in any way to the mine which had formerly belonged to Mrs. DeCamp?

Ans. I can't say.

30 *Quest.* Did you know, at that time, that Miss Scott held the title to Mrs. DeCamp's lot as security for the purchase money of the lot which she had agreed to sell to Mr. or Mrs. DeCamp?

Ans. I have no recollection now of ever having such knowledge; I do not recollect now that Miss Scott held any security for that purchase money.

Quest. To what lot then, did your various conversations with Mr. DeCamp relate?

Ans. It related to one of the mines—iron mines—the identical lot I can't specify.

Quest. Did it relate to the lot which you understood she had agreed to sell to Mr. or Mrs. Edward DeCamp?

Ans. I supposed it related to mining property, which she had agreed to sell to Mr. DeCamp; I don't know who wrote the proposition or agreement by which she proposed to part with her mine to Mr. DeCamp on certain conditions; Miss Scott never was a member of my family after May, 1855.

A. D. EDDY.

Sworn and subscribed before me, at Newark, this 9th day of February, A. D. 1863.

10

S. S. MORRIS, *M. C.*

Testimony on part of Complainants.

[Filed April 26, 1867.]

Examinations taken before Staats S. Morris, a master in chancery of New Jersey, by consent and agreement of the parties, at his office, in the city of Newark, on the twenty-fifth day of January, A. D. 1867. Present—John Linn, esq., counsel with complainants; Gilbert W. Cumming, esq., counsel with defendants.

David A. Hayes, called for the complainants, being duly sworn, deposeth as follows:

1 *Quest.* Did you, at any time, draw an agreement between Edward DeCamp, or Augusta his wife, of the one part, and Miss Eliza Scott, of the other part, in reference to the property known as the Hibernia mine property, in the county of Morris, and if so, when, at whose instance, and what was the purport of said agreement? State fully the circumstances connected with the subject, according to the best of your recollection.

Ans. I did draw an agreement between Edward DeCamp and his wife, or between Mrs. DeCamp; I am not sure Mr. DeCamp was named in it or not, and Miss Eliza Scott, now Mrs. Crane; I drew it at the instance and request of Edward

DeCamp, the husband of Mrs. DeCamp, formerly Augusta Scott; I cannot tell when; I can only tell the purport of that agreement by stating the circumstances under which it was made, and the object for which it was made; Mr. DeCamp was a client of mine, and for whom I had done considerable business, and called upon me to help him out of some difficulty between his wife and his wife's sister, Miss Scott; they had received under their father's will, as he represented to me, each a portion of the iron mine known as

10 the Hibernia mine, consisting of two parallel tracts of land, running across the mountains, with persons on each side owning other portions of the same mine; that his wife would not sell her portion, and that Miss Scott was anxious to sell hers; that his wife was desirous and anxious to lease her tract, but could not lease hers to any advantage, unless Miss Scott's tract was leased with it; that if he could get the control of Miss Scott's tract, the two could be leased to great advantage and to great profit; he informed me, on my inquiry, what Miss Scott asked for her tract, and what he

20 could get per ton on lease; I inquired very particularly into the matter of leasing it, and on his representing that the parties would advance a certain sum, the amount of which I have forgotten now, on the execution of the lease, and that Miss Scott, as he represented, would sell her property for a sum which he mentioned, and would not require any more cash than he would receive on the execution of the lease, and the balance being secured to her by good security, I advised him to purchase for his wife, in her name, of Miss

30 Scott, her portion of the Hibernia mine, and pay for the same by the cash which he was to receive on the lease; and as he could not lease either of the tracts alone, that his wife might convey her portion to Miss Scott as security for the balance that would be coming to her for the consideration of the purchase of her portion; and assured him that if such an arrangement was made, Miss Scott could only hold the property as security for the amount coming to her, and showing from his statements that the rent he would receive per ton for the ore taken out of both mines would pay off the whole amount that would be due Miss Scott before the expiration

40 of the lease; and I so advised him to tell Mrs. DeCamp; in

order that there might be no question as to raising the money on the lease to pay Miss Scott, I insisted that he should get from the parties leasing it, the express terms in writing, so that I could prepare a lease for them to execute; after some little time, he brought a memorandum of their terms to me; I prepared a lease accordingly, and advised Mrs. DeCamp, through her husband, to convey this property to Miss Scott, and have Miss Scott execute the lease on both tracts, as the parties would not take a lease of one tract, without both tracts were included; the deed to Miss Scott 10 was executed, and also the lease from Miss Scott to Mr. Jackson, who acted on behalf of the Glendon Iron Company; the agreement between Miss Scott and Mr. DeCamp and his wife, or Mrs. DeCamp alone—I am not sure which—were drawn with the intention of carrying out the object as above stated, in making the conveyance; the money was received on the lease by Mr. DeCamp, and instead of paying it to Miss Scott, he borrowed it of her under the promise of making the payment at a future day, he stating to me, when I told him he did wrong, that it was his wife's money, and not his, 20 and it would cause trouble, for Miss Scott would not consider it as a payment; he stated that he had it there and could have paid it, and asked Miss Scott if she would not loan it to him, and she did; the amount of payment which was to be made to Miss Scott I cannot tell exactly, but it was some two thousand or three thousand dollars, I believe; I should have said two thousand dollars, if Mr. Cumming had not just said it was three thousand dollars; as to the contents of the agreement, I can say that it was drawn up for the purposes I have stated above—to protect Mrs. DeCamp's 30 property, while enabling it to be leased without being sold.

2 *Quest.* Did, or did not, Miss Scott, in that agreement, bind herself to convey to Mrs. DeCamp both of the tracts of land embraced in that lease, whenever she should receive the price agreed upon for her own lot?

Ans. That was the purport and object of the agreement; I considered, under the agreement, that Miss Scott held the title to both lots as mortgagee, for the payment of the balance due her for the purchase of Miss Scott's part, after the payment of the sum that was to be paid in cash; I should like 40

to state here, I have a better recollection of this matter from the recollection of using harsh words towards Mr. DeCamp when he told me he had borrowed the money of Miss Scott which should have been paid to her, and told him that hereafter, unless he followed my directions when I acted as counsel for his wife, I did not wish to have anything further to do with him.

3 *Quest.* Were or not, the execution of the deed from Mr. DeCamp and wife to Miss Scott, and the execution of the
10 lease from Miss Scott to Mr. Jackson, and the execution of the agreement between Miss Scott and Mrs. DeCamp, or Mr. DeCamp and his wife, parts of the same transaction, intended to enable Mrs. DeCamp to purchase Miss Scott's property, and to pay for it, and at the same time to retain her own?

Ans. The object was to enable Mrs. DeCamp to lease her mine, which she could not, without leasing with it the mine of her sister, Miss Scott; and as Miss Scott would not lease but would sell, the property was purchased of Miss Scott to
20 enable Mrs. DeCamp to lease her premises with the premises purchased of Miss Scott; the deed, lease, and agreement, were all connected together, and dependent upon each other; for if either had not been executed, the others would not have been; Mrs. DeCamp would not have bought Miss Scott's mine if she could have leased her own without it; as the matter was explained to me, you could not get to the ore on Mrs. DeCamp's mine without very great expense, unless you worked through the mine of Miss Scott; the lessees wished to purchase, but Mrs. DeCamp would not sell.

4 *Quest.* What was done with this agreement after it was
30 executed?

Ans. The last I knew of it Mr. DeCamp had it.

5 *Quest.* Did Miss Scott execute this agreement in your presence?

Ans. I think she did, but I will not say certain.

6 *Quest.* Did you understand from Miss Scott, as well as Mr. DeCamp, the object of the execution of these papers—the deed, lease, and agreement?

Ans. As regards the deed and agreement, I think Miss Scott understood the matter as I have stated above; but with
40 regard to the lease, I do not recollect of her saying anything about it.

Cross-examined by Gilbert Cumming, esq.

The examination is here adjourned, by the consent of parties, and the same by like consent has been adjourned and kept open until this date; and the defendant, by reason of the absence of counsel, not being able to proceed with the cross-examination, the witness now signs his direct examination, with the understanding that the defendants may call the witness for cross-examination at any time before the testimony is closed.

DAVID A. HAYES. 10

Sworn and subscribed before me, at Newark, this twenty-sixth day of April, A. D. 1867.

S. S. MORRIS, *M. C.*

[Filed November 6, 1867.]

Examination of witnesses, taken before the subscriber, at his office, in Dover, Morris county, in the cause above stated, in presence of John Linn, esq., of counsel with the complainants, and Mrs. Eliza A. Crane, one of the defendants. Examinations commenced May 13th, 1867.

JAS. H. NEIGHBOUR, *M. C.* 20

Dated Dover, May 13th, 1867.

William H. Lambert, a witness produced on the part of the complainants, being duly sworn according to law, on his oath says—I was weigh master for all the Hibernia mines from June, sometime, 1859, to the first of January, 1864; there was an accurate account kept there for all the ore taken from the mines; this includes the “Scott Hibernia mine;” the ore taken from each particular mine was kept by itself; the carters and contractors in this mine were paid by this account of the weight; the same account was kept 30 there for the mines before I went there, and has been since I left; but the scales are not at the same place as they were when I left. Those two papers, marked *Exhibit A* and *Exhibit B*, in the above cause, contain a correct account of the ore

as taken from the weigh books, as mined and removed from the "Scott Hibernia" mine, from July, 1854, to June, 1864, with the exception of some of the ore weighed at the top of the mountain; this ore on the papers was weighed at Rock-away. (Witness produced the said papers, and the master has marked them as exhibited before him.) This ore taken from the "Scott Hibernia mine," which I have given an account of, was weighed for Charles Jackson, jun., and for the Glendon Iron Company; in the first place it was taken
10 out for Charles Jackson, jun., and afterwards for said company.

WILLIAM H. LAMBERT.

Sworn and subscribed before me, this thirteenth day of May, 1867.

JAS. H. NEIGHBOUR, *M. C.*

Edward F. DeCamp, a witness produced on the part of the complainants, being duly sworn according to law, on his oath says—(being shown a paper marked by me as *Exhibit C* on the part of complainant,) I served a copy of that paper on Col. Cumming, of Newark, and also on Mrs. Crane; I served
20 it on the second of May, 1867; I delivered one copy to Mrs. Crane, personally, and the other to Lewis C. Grover, jun., in the office of Col. Cumming; Mr. Grover and Mr. Cumming occupied the same office at that time.

E. F. DECAMP, JUN.

Sworn and subscribed before me, this thirteenth day of May, 1867.

JAS. H. NEIGHBOUR, *M. C.*

William May, a witness produced on the part of the complainants, being duly sworn, on his oath says—I am weigh
30 master of the iron ore taken from the "Scott Hibernia mine;" I commenced on the thirteenth or fourteenth day of April, 1864; I weigh the ore that comes from the mine carefully and accurately; the account which I keep is used in settling with the carters, teamsters, contractors, and miners. Being shown paper marked by me *Exhibit D*, witness says—this paper contains a correct account of the ore taken from the

mine from April, 1864, to April, 1867, inclusive; this account is taken from the weigh books by me, and is a correct account.

WILLIAM MAY.

Sworn and subscribed before me, this thirteenth day of May, 1867.

JAS. H. NEIGHBOUR, M. C.

Testimony on part of Defendants.

[Filed March 11, 1868.]

Examinations on the part of the defendants, in the above stated cause, taken by consent of the parties, before Staats 10 S. Morris, a master in chancery, commencing the sixth day of September, A. D. 1867. Present—G. W. Cumming and L. C. Grover, jun., esq., for defendants.

Eliza A. Crane, being duly sworn on the part of the defence, deposeth as follows—I reside in Newark, and am fifty-five years of age; I am the wife of the other defendant in this cause; I am the *Eliza A. Scott* named in the bill—that being my name before I was married to Mr. Crane.

Quest. Are you acquainted with the mines called the *Hibernia* mines, mentioned in this cause—and how long have 20 you been acquainted with them?

Ans. My father purchased the property about forty-five years since.

Quest. What became of them at his death?

Ans. Portions of them were set off to each one of his children, by commissioners appointed to divide the property among his children.

Quest. What portion of these mines were inherited by you and your sister, Mrs. DeCamp?

Ans. The commissioners divided off portions of them, 30 varying in the quantity of land, designing to make each of the shares of equal value, though the lots varied in size; my lot was smaller than that set off to my sister, Mrs. DeCamp;

it having been opened, it was regarded as more valuable on that account than Mrs. DeCamp's.

Quest. Were the lots received by you and your sister, Mrs. DeCamp, adjoining each other?

Ans. They were.

Quest. State how you came to be connected with Mr. and Mrs. DeCamp in your and her mine lot?

Ans. Near the close of the year 1853, I had need of money for my own use, and made some effort to make a sale of my
10 mine lot; I had a good prospect of disposing of it for cash, and Mr. DeCamp came to me and said that a mortgage of \$3000 rested upon my sister's lot, and would be soon foreclosed, and they would lose their lot unless they could get me to assist them in their difficulty.

Quest. In what manner did he propose this assistance should be rendered?

Ans. He proposed to unite the two lots by giving me a deed of their's, and then I should lease the two lots, my own and their's, to parties who would advance money on account
20 of the ore they would take from the two lots.

Quest. Was anything said about your giving a bond and mortgage—and if so, upon what and for what?

Ans. He told me that my bond and mortgage upon the two lots would be required, to secure to them the amount advanced, in case they had any insuperable difficulty in getting at the ore; the mine at that time was filled with water, owing to a suspension of work in the mine for some time past.

Quest. To whom was this bond and mortgage to be given?

30 *Ans.* To the parties leasing the property and advancing the money.

Quest. What amount of money did he speak of getting, for which this mortgage was to be given?

Ans. I agreed to give my bond and mortgage for six thousand dollars, provided the three thousand of it was used to cancel the mortgage on their lot, and the remaining three thousand I was to have for my own use; I expected to have the mine free and clear of all encumbrances, and as my security for the three thousand dollars advanced to them to
40 take up the mortgage.

Quest. What further was done or said in reference to this matter?

Ans. I empowered Mr. DeCamp to act as my agent in effecting this lease; and he arranged with Mr. Charles Jackson, jun., of Boston, to lease the property to him for the term of twenty years, on condition that he advanced ten thousand dollars upon account of ore taken from the mines, this bond and mortgage being given as security for this sum; no explanation was made to me previous to signing the papers, the lease, bond, and mortgage, in regard to the increased amount of money, ten thousand dollars, instead of six thousand; but as Mr. DeCamp had assured me that he only required three thousand dollars to relieve the property, their lot, I presumed that at least six thousand dollars out of the ten thousand would come into my hands.

Quest. Did you execute this lease and the bond and mortgage for ten thousand dollars?

Ans. Yes.

Quest. Is that lease and bond and mortgage still outstanding and in force—or has either been cancelled? 20

Ans. The lease is still in force, and has between six and seven years to run; the bond and mortgage have been canceled; I produce the bond and mortgage.

[The bond and mortgage are offered in evidence, and marked *Exhibits A* and *B* on the part of the defendants.]

Quest. What part of the ten thousand dollars did Mr. DeCamp use?

Ans. He told me that he had been obliged to use seven thousand dollars to cancel a mortgage and judgments upon their lot; my lot was unencumbered; I procured a release 30 of the mortgage and two releases of the judgments which were upon Mr. DeCamp's lot.

[The three releases are here offered in evidence, and marked *Exhibits C*, *D*, and *E*, on the part of the defendants.]

Quest. How much of the ten thousand dollars did you receive, and from whom?

Ans. Mr. DeCamp, at the time of stating that he had used the seven thousand dollars, said to me that he would like to borrow of me a part of the remaining money, and upon his promise to return it to me within four months, I 40

allowed him to keep and use two thousand one hundred dollars, which left nine hundred dollars only, which was paid into my hands by him.

Quest. Did he pay the two thousand one hundred dollars within four months, or has he ever paid it?

Ans. He did not pay it within four months, and has not paid it, either principal or interest, or any part of it, up to this date.

Quest. Has he ever paid either principal or interest, or any part of the seven thousand dollars used by him to pay his mortgage and judgments?

Ans. No, sir, he has not.

Quest. What was to be the consideration of their deed to you for their mine lot?

Ans. Three thousand dollars; I found afterwards that Mr. DeCamp had, without consulting me, made out a deed and had it recorded, that is, a deed for their mine lot to me, that had in it a consideration of seven thousand dollars expressed; the deed was made about the same time the lease and my bond and mortgage was made; I never saw the deed, and did not know the amount of consideration expressed in it until afterwards.

Quest. State the first arrangement respecting the three thousand dollars consideration to be put in the deed for their lot to you?

Ans. I was to furnish them three thousand dollars, and in case they furnish me with six thousand dollars within one year from that time, I would deed back to them their lot, and also give them a deed for mine, provided I was released from all obligations assumed on account of the bond and mortgage which I gave upon the property, and also all obligations or liabilities which I had assumed for them, or either of them; but if I did not receive from them six thousand dollars within one year from the date of the lease, all right to redeem the lot which they had conveyed to me, or to purchase mine, should be forfeited.

Quest. State whether or not they had paid you this six thousand dollars within the year, or at any time?

Ans. I made with them a second agreement, at the time of loaning Mr. DeCamp the two thousand one hundred dollars

which he was to pay me within four months, and which, if he did, I was to give him a year from that time to pay the balance of the six thousand dollars; but he has not paid me any part of this money, either principal or interest.

Quest. Was any other or further arrangement made with Mr. DeCamp in reference to this matter—and if so, what was it, and when?

Ans. In December, 1854, I not having received any money from Mr. DeCamp, as I had been led to expect, I was called upon to pay some protested paper upon which I had put my name, for Mr. DeCamp's benefit; it became necessary that some sufficient arrangement should be made in reference to our affairs, and I agreed to accept the deed for their lot, with the consideration of seven thousand dollars in it, as so much towards their indebtedness to me, and they to relinquish all claims to redeem; at the same time, Mr. DeCamp put in my hands, as collateral security for the balance of this indebtedness to me above the seven thousand dollars named in the deed, four certificates of stock in the Charlottenburg Iron Company, calling for two hundred and forty shares, which certificates I here produce and offer in evidence.

[The certificates are marked *Exhibits F, G, H, and I*, on the part of the defendants.]

Quest. Have Mr. and Mrs. DeCamp ever paid you the balance of their indebtedness to you, which you last referred to?

Ans. They have not, nor any part of it.

Quest. Have you ever received any thing upon these certificates of stock?

Ans. I have not.

30

Quest. State whether they are of any value, to your knowledge?

Ans. I do not; I have repeatedly made inquiry of Mr. DeCamp, but he never gave me any satisfaction.

Quest. A letter being shown to witness, she is asked—Did you ever receive this letter—if so, give its date and the author of it?

Ans. I did receive it; it is dated March second, 1857, and is in the handwriting of Edward DeCamp, one of the complainants, and is signed by him.

40

[The letter is offered in evidence, and marked *Exhibit K* on the part of defendants.]

Quest. State whether Mr. and Mrs. DeCamp made any claim or interest in this mine property prior to the date of this letter—if so, in what way?

Ans. They did not make any claims; nothing was even said in reference to it; no payments of either principal or interest had been tendered me.

Quest. Can you state anything of the article of agreement referred to in this letter as having been returned to you—if so, state the facts about it?

Ans. The agreements previously mentioned in this testimony were verbal; I put in their hands, about four months after the date of the lease, a paper, which is the one here alluded to, as I suppose; it was not, properly speaking, an agreement; it was simply a proposition on my part, which provided for the contingency of my death occurring before I had received the whole amount from them which they were to pay me in case they undertook to buy back the property; it was drawn by Mr. David A. Hayes, at my request, and signed by myself only; it was based upon conditions which they failed to meet in the first instance, namely, prompt payment, semi-annually, of the interest upon the whole amount due from them to me; I claimed to have the paper given back to me, as they had forfeited all rights under it, which they had, and I destroyed it, supposing that I had a perfect right to do so.

Quest. Is this the same paper testified to by Mr. Hayes, in his testimony in this cause?

Ans. I do not know of any other paper having been drawn up by Mr. Hayes, except one which Mr. DeCamp showed me a short time previous to my executing this, which was not executed by me; the last paper mentioned, which was so shown me, I never executed.

Quest. State whether or not you ever signed any paper drawn by Mr. Hayes, except the one stated to have been destroyed by you?

Ans. Mr. Hayes drew a paper what had reference to this same property, which was dated the 18th of February, 1858, and which I signed, a copy of which I now produce, which

was given to me by Mr. Hayes. [The paper is offered in evidence, and marked *Exhibit L* on part of the defendants.]

This is the only paper drawn by Mr. Hayes that I ever signed, except the one I destroyed, as above stated.

Quest. Why was this last paper marked *Exhibit L*, drawn up?

Ans. Because Mr. DeCamp urged me to let him make sale of the property, and let him have some share of the proceeds; I reluctantly consented to this proposition of his, because I was making considerable sacrifice of my interest in the property; but I felt compelled to agree to it, because one of Mr. DeCamp's notes, upon which I was an endorser, was put in suit against my husband and myself, and Mr. DeCamp declined relieving us of this suit on the note in any other way; he was to pay the note out of the money arising from the sale mentioned in *Exhibit L*, which he would receive over and above what was coming to me. He was also to pay, out of his share of the proceeds of this sale, all other outstanding notes which had my name on. 10

Quest. Who negotiated the sale to Mr. Dayton, mentioned in this last paper, *Exhibit L*? 20

Ans. Mr. DeCamp.

Quest. State whether or not Mr. or Mrs. DeCamp, or either of them, at the time of this negotiation of sale to Mr. Dayton, made any claim or pretence of claim of any interest whatsoever in either of the mine lots in question?

Ans. They made no question of my right to sell; there was no proposition on the part of Mr. and Mrs. DeCamp to make any reservation in the sale to Dayton; the whole was to be sold to him.

Quest. What was the result of this attempt to sell to Dayton? 30

Ans. It fell through, because Mr. Dayton could not make the payments; I did not realize what I expected, nor did Mr. DeCamp pay the note; I had to pay the note upon which my husband and I were sued, and Mr. DeCamp has never refunded me the money.

Quest. After the failure of Dayton to purchase the property, was there any other proposition made—and if so, what, and by whom?

Ans. Mrs. DeCamp proposed that I should refrain from 40

selling the property during the continuance of the lease, and divide the income with her; I declined to enter into such an arrangement, knowing that the amount of the income from the mine was very uncertain.

Quest. At the time of the commencement of this suit, state whether or not you had received any income from the mine for the ore?

Ans. A small balance remaining after paying the ten thousand dollars, with the interest, which Mr. Jackson had
10 advanced, was paid into my hands; less than two hundred dollars.

Quest. Who paid the taxes on the mines during all this time?

Ans. I have always paid the taxes.

Quest. Did this balance of near two hundred dollars, you have spoken of, cover the taxes you had paid up to that time?

Ans. It would not; the lease had run six years, and the taxes amounted from seventy dollars to eighty dollars a year,
20 and since that time they have been much heavier; during the year immediately following the commencement of this suit, I did receive some income from the mine; for the next two years I received nothing—the working of the mine was suspended; for the eight of the first nine years the mine yielded me nothing.

Quest. Referring to *Exhibit L*, Mr. DeCamp speaks of an instrument enclosed in that exhibit to you, which he says is to secure to them their interest in the two mining properties—state whether or not this instrument refers to the Hibernia
30 mines, in question in this suit?

Ans. It does not; it refers, as I suppose, to what is known as the Ogden mine, for one, and the other, I think, was called the Kinney mine lot, which property he had negotiated in my name with the assistance of my notes, for his benefit.

Quest. What is the one-third interest of the Ogden mine lot, mentioned in this letter, *Exhibit L*?

Ans. This was a third interest over and above what was already in my hands.

ELIZA A. CRANE.

Sworn and subscribed before me, at Newark, this sixth day of September, A. D. 1867.

S. S. MORRIS, *M. C.*

The foregoing examination having been taken in the absence of complainants' counsel, the same was signed by the witness, with the understanding that the witness is subject to be called for cross-examination by complainants' counsel.

S. S. MORRIS, *M. C.*

November 4th, 1867. Mrs. Eliza A. Crane, being now 10 recalled for cross-examination, says as follows—

1 *Quest.* How much money have you received from Mr. Dayton, on account of the contract for the sale of this property made with him?

Ans. I can't recollect the exact amount; according to the best of my recollection, it was a little over fourteen hundred dollars.

2 *Quest.* When was this money received by you?

Ans. At different times during the year following entering into the agreement. 20

3 *Quest.* How much money have you received on account of the rents for this property, since the delivery of the deed by Mr. and Mrs. DeCamp?

Ans. I have already stated in my direct examination that I had received between one and two hundred dollars previous to the filing of the bill against me; the account of the rents since that time I have not with me here, not expecting to be questioned in reference to them.

4 *Quest.* State, as near as you can, the amount you have received as rents since the commencement of this suit? 30

Ans. I am unprepared to make any statement; I can only state what I have already said.

5 *Quest.* Have you not been requested to furnish to the complainants a statement of the amount you have received on account of rents by the complainant, or his counsel?

Ans. Such a request is made in the bill which was filed against me, a response to which was made in my answer to the bill; as Mr. DeCamp, at a recent date, has proved the

amount of ore taken from the mine, I had no reason to suppose he needed information from me.

6 *Quest.* Can you state what amount of taxes you have paid upon this property since the date of the lease to Mr. Jackson, and when they were paid?

Ans. I cannot state very definitely; I think it must reach to quite two thousand dollars.

7 *Quest.* Have you the receipts for taxes paid upon this property?

10 *Ans.* I have not all of them; I have the last two years, and some of the years previous; it is owing to Mr. DeCamp's negligence that I have not all of them; he has neglected to furnish me with all of them.

8 *Quest.* Did Mr. DeCamp pay them, or did you pay them?

Ans. Mr. DeCamp paid them for me; he acted as my agent in the matter.

9 *Quest.* Who furnished the money?

Ans. Mr. DeCamp was empowered to use money he had collected for me for rents of buildings in Powerville to pay
20 these taxes with; the last bill, tax bill, which he paid, I gave him an order for money which was due me according to Mr. DeCamp's statement on account of some ore; he gave me to understand that it was settled, so I have not the bill.

10 *Quest.* At the time of the commencement of this suit, had the rents of the mines amounted to a sum sufficient to pay off the mortgage given to Mr. Jackson?

Ans. They had, and between one and two hundred dollars more.

11 *Quest.* How did you come to destroy the agreement
30 given by you to Mrs. DeCamp, which was drawn by Mr. David A. Hayes?

Ans. I never destroyed an agreement; a proposition that Mr. Hayes had put in writing and given to Mrs. DeCamp, was not complied with by her, and I claimed that it be given up to me, which was done, and I, thinking it of no value to preserve, destroyed it.

12 *Quest.* What was the object of Mr. and Mrs. DeCamp giving to you a deed for Mrs. DeCamp's lot, a part of this property in dispute?

40 *Ans.* It was given me in exchange for money which I had

advanced to them to save the property from a foreclosure of a mortgage, and to settle the judgments which were upon it.

13 *Quest.* What money had you advanced to Mr. DeCamp at that time?

Ans. Mr. DeCamp acknowledges to have had money with which he settled the mortgage and judgments, which said money was raised upon my bond and my unencumbered mine lot.

14 *Quest.* Was that deed given to you as a security for money advanced, or to be advanced by you, to or for Mr. or Mrs. DeCamp?

Ans. Mr. DeCamp proposed to give me a deed for their lot, provided I would allow him to use three thousand dollars which would be obtained from bond and mortgage; it was upon that understanding that he was to have three thousand dollars, and three thousand dollars only, that I gave him a power of attorney to act as my attorney in arranging for the loan; he procured the money on my bond, and appropriated, as he told me, seven thousand dollars, to pay off bonds and judgment resting upon their property, I mean their mine lot; 20 the four thousand of the seven which he used, was used without my consent; some months later than this, we came to an understanding, in which I concluded that seven thousand dollars should be the consideration price for their mine, and the balance of his indebtedness should be paid me in some other way,

15 *Quest.* At the time of the delivery of the deed from Mr. and Mrs. DeCamp to you, was it understood and agreed that you should hold the title conveyed by that deed absolutely, or as a security for money advanced, or which should be ad- 30 vanced by you?

Ans. It was understood that I was to hold the deed subject to their redemption, by the compliance with certain terms and conditions, within one year from the date of the deed; if they failed to meet the conditions, I was to have absolute control of the property.

16 *Quest.* Upon their complying with these terms and conditions, was it not understood that you should reconvey to Mrs. DeCamp her lot, and also at the same time to convey to her your mine lot?

Ans. Yes, sir.

17 *Quest.* Was there any agreement to that effect reduced to writing by any person and signed by you?

Ans. I think not.

18 *Quest.* Are you sure there was not?

Ans. I have no recollection of any such paper, and I have never heard a statement by any person that they knew of any such paper.

19 *Quest.* Do you say that you never signed any agreement
10 binding yourself to allow Mrs. DeCamp to redeem her mine lot which she had conveyed to you, and binding yourself also to convey to her also your mine lot? [Objected to by defendants' counsel, on the ground that no loss or destruction of such an agreement has been proved, and that the contents therefore cannot be given in evidence by parol; also that no such agreement has been proved to have been in existence.]

Ans. I have a distinct recollection of urging Mr. DeCamp to get the necessary papers drawn up, that it might have our signatures to it; but I do not know that the wish was even
20 complied with; I had at that time no attorney in my employ, and I depended upon Mr. DeCamp to have all and the necessary papers drawn; I feel as certain as I can about anything, that I never signed any such paper.

20 *Quest.* Was not the paper which was drawn by Mr. Hayes, which you destroyed, and which you call a proposition, an agreement binding you to reconvey to Mrs. DeCamp her property and also your adjoining mine property?

Ans. That paper would have obliged me to convey the lot to her, provided that the conditions upon which it was based
30 had been met.

Direct examination resumed.

1 *Quest.* Have you paid all the taxes on this property since the lease to Mr. Jackson?

Ans. I have not paid them all personally; according to my understanding, they have all been paid with my money.

2 *Quest.* You speak of having given Mr. DeCamp a power of attorney to raise money—how much money did he raise on this mine property?

Ans. Ten thousand dollars.

3 *Quest.* How much of the ten thousand did you receive from him?

Ans. Only nine hundred dollars of it that ever came in my hands.

4 *Quest.* Who had the balance?

Ans. Mr. DeCamp had the balance.

5 *Quest.* Did they comply with the conditions referred to in your answer to question fifteen, on cross-examination?

Ans. They did not comply with any of them.

6 *Quest.* Was the proposition drawn by Mr. Hayes, and 10 referred to by you, given up to you by Mr. or Mrs. DeCamp?

Ans. Mrs. DeCamp handed me the paper; Mr. DeCamp had, a short time previously, alluded to it, and said he would bring it to me.

7 *Quest.* Do you know by whose advice this proposition was given up to you?

Ans. I talked with Mr. Hayes, the attorney of Mr. and Mrs. DeCamp, about the situation of our affairs, and he told me that he would advise Mr. and Mrs. DeCamp to surrender all claims to the property, including this paper, which he 20 knew was forfeited.

Cross-examined again.

1 *Quest.* What were the terms and conditions of that paper referred to in your answer to question fifteen?

Ans. It provided that a certain amount of interest should be paid me semi-annually, upon the amount which should be remaining after the payment of twenty-one hundred dollars that I expected to receive from Mr. DeCamp very soon after drawing up that paper; I did not get the twenty-one hundred dollars from Mr. DeCamp that I expected, or any part 30 of it; neither did I get any interest money; but on the other hand, I had to take up the payment of Mr. DeCamp's protested paper in the bank, which I had endorsed or lent him, one of the two; it was under that condition of affairs that Mr. Hayes advised them to give up this paper.

2 *Quest.* When was that paper given up to you?

Ans. I think it was during the month of December, 1854; my reason for thinking so is, that at the same time, stock of the Charlottenburg iron company was placed in my hands as

collateral security, the certificates of which were made exhibits in my direct examination; the date of the transfer of them to me was December eighth, 1854.

ELIZA A. CRANE.

Examined and signed before me, at Newark, this fourth day of November, A. D. 1867.

S. S. MORRIS, *M. C.*

Edward DeCamp, being duly sworn, deposeth as follows:

1 *Quest.* After the delivery of the deed from yourself and
10 wife to Mrs. Crane for your wife's mine lot, did you ever make any agreement with Mrs. Crane on behalf of your wife, varying the terms and conditions upon which that deed was given?

Ans. I never did.

2 *Quest.* Did you, on behalf of your wife, or did your wife, to your knowledge, ever agree to give up to Mrs. Crane all claim which your wife had to these two mine lots, or either of them?

Ans. No.

20 3 *Quest.* Did you deliver to Mrs. Crane the agreement Mr. Hayes had prepared, and Mrs. Crane had signed, binding herself to allow your wife to redeem the property?

Ans. I did not.

4 *Quest.* Did you, on behalf of your wife, or your wife, to your knowledge, ever agree to sell to Mrs. Crane your wife's mine lot for any price?

Ans. We never did.

5 *Quest.* Why did you make and deliver this deed from yourself and wife to Mrs. Crane?

30 *Ans.* To secure to her the payment of the loan from Charles Jackson, jun., and for any other indebtedness.

6 *Quest.* Did Mrs. Crane or not, agree to sell to your wife her mine lot—and if so for what price?

Ans. She did, for the sum of six thousand dollars.

7 *Quest.* Was that sum, or any part of it, any part of the consideration of the conveyance from you and wife to Mrs. Crane? [Objected to.]

Ans. I do not understand the question.

8 *Quest.* Was the conveyance from yourself and wife to Mrs. Crane made to secure to her the purchase money of her lot, or any part of it?

Ans. It was made to secure to her the payment of a bond and mortgage, given by her to Charles Jackson, jun., being understood at the time that the loan of that amount of money was necessary in order to lease the two lots.

9 *Quest.* If Mrs. Crane agreed to sell her lot to your wife for six thousand dollars, when and how was she to receive her pay?

Ans. She was to have received three thousand dollars at 10 the time of the execution of the papers, and the balance, I think, in one and two years—I cannot be positive.

Cross-examined by Mr. Cumming.

1 *Quest.* From whom was she to receive this three thousand dollars and the balance?

Ans. She was to receive it from me.

2 *Quest.* Did you pay it to her, or any part of it?

Ans. I paid her nine hundred dollars—that is all; I received ten thousand dollars from Mr. Jackson on the lease.

Direct examination resumed.

20

1 *Quest.* What did you do with it?

Ans. I paid five thousand dollars of it to Freeman Wood, to relieve my wife's lot of a mortgage held by him; about two thousand dollars, I think, was used to relieve the lot of judgments which were a lien upon it, all which I found it necessary to do in order to satisfy the parties taking the lease; instead of the three thousand dollars which I understood would satisfy the mortgage held by Mr. Wood, having had his assurances that that amount would do it; nine hundred dollars I paid to Mrs. Crane, and the balance I used in 30 my business; Mrs. Crane agreed that I should use the two thousand one hundred dollars.

Cross-examined.

1 *Quest.* When was the two thousand one hundred dollars to be repaid to her, and was it paid to her?

Ans. I think it was to be paid in one year, but was not paid.

2 *Quest.* Has it since been paid?

Ans. Not by me, directly.

3 *Quest.* Has it been paid by anybody?

Ans. Mrs. Crane has received from the rents of the mine; it has not been paid by me, nor by anybody for me.

4 *Quest.* How much ore have you had from these mine lots since that lease?

Ans. I am not prepared to answer.

5 *Quest.* Have you had ten thousand tons?

10 *Ans.* No, sir.

6 *Quest.* Have you had five thousand tons?

Ans. I think not; I should judge it might be between four thousand or five thousand tons—it might be less.

7 *Quest.* How did you get it?

Ans. Upon Mrs. Crane's order.

8 *Quest.* How much a ton is it worth, and have you paid Mrs. Crane anything for it?

Ans. The ore varied in the value at different times—average about three dollars and fifty cents a ton; I paid Mrs. Crane for some portion of the ore; I am not prepared to answer how much I paid her; I paid Charles Jackson, jun., two dollars and fifty cents for all the ore I received; I paid Mrs. Crane, I think, in the neighborhood of a thousand dollars on this ore—I cannot be positive; I remember of one payment of two hundred and fifty dollars; as to the ore preceding that, I am not positive whether I did pay her anything or not.

Direct examination.

1 *Quest.* Did Mrs. Crane sell any ore, or any right to take
30 ore from the mine, to any one else—and if so, to whom and for what price, and when?

Ans. I know nothing, except as I have heard.

EDWARD DECAMP.

Sworn and subscribed before me, at Newark, this fourth day of November, A. D. 1867.

S. S. MORRIS, *M. C.*

It is here admitted by Mrs. Crane that the right received

by her from Charles Jackson, to receive ore at these mines at two dollars and fifty cents per ton, was sold by her for the sum of four thousand dollars.

S. S. MORRIS, *M. C.*

Opinion.

This suit was brought by Edward DeCamp, and Augusta his wife, against the defendants, Eliza A. Crane and her husband, and Lewis C. Grover, her trustee, to compel the conveyance of two tracts of land, part of the Hibernia mine, in the county of Morris, to the complainant, Augusta DeCamp. The bill was filed April thirtieth, 1860. The complainant, 10 Augusta DeCamp, having died on the sixth day of September, 1863, during the progress of the suit, her seven infant children were made complainants in her stead, with her husband, Edward DeCamp, who survived her. There was a decree *pro confesso* against Grover, who was the trustee of Mrs. Crane under a marriage settlement, she having married after the date of the deed and lease set out in the pleadings, which were made in her maiden name, Eliza A. Scott, and the commencement of this suit. She and her husband answered jointly, her husband disclaiming any interest in the 20 subject matter of the suit.

DeCamp and his wife and Mrs. Crane were all examined as witnesses without objection, and no objection was made at the hearing to reading the answer of Mrs. Crane, as evidence against her, although made jointly with her husband.

There is but little dispute or contradiction about most of the material facts in this case. In March, 1854, Eliza A. Scott and Augusta DeCamp, who were sisters, were each seized in fee of a tract of the Hibernia mine property; the tract of Eliza contained eight acres, and that of Augusta ten 30 acres; they were considered as equal in value, and had been set off to them as equal parts of the estate of their father, in proceedings for partition. The two tracts adjoined; Eliza wished to sell her tract, and was willing to sell for six thousand dollars. Mrs. DeCamp wished to retain her tract; the tracts were of more value when united, as the mine had been

opened on the tract of Eliza, and through that opening access could be had to the ore on Mrs. DeCamp's tract. Mrs. DeCamp was unable to purchase for want of means, her husband having become embarrassed by debts, and her tract being encumbered by mortgages and judgments. Under these circumstances it was proposed by Mr. DeCamp, and agreed to by Eliza Scott, that Mrs. DeCamp should agree to purchase Miss Scott's tract for six thousand dollars. That DeCamp should negotiate a lease of both tracts for twenty years to a
10 party who would advance six thousand dollars at the making of the lease, to be repaid out of the rents, and to be secured by the bond of Miss Scott, and her mortgage on both tracts; of this six thousand dollars, three thousand were to be used by DeCamp to pay off the encumbrance on Mrs. DeCamp's tract, and three thousand were to be paid to Miss Scott on the price of her lot; and the other three thousand dollars, with interest, was to be paid to her in equal payments at four, eight, and twelve months, with interest. Miss Scott was to retain the title both to her own tract and to that of
20 Mrs. DeCamp, conveyed to her as security for the residue of the price of her lot, being three thousand dollars, and the interest thereon; and when the same was paid she was to convey both lots, subject to the lease and mortgages, to Mrs. DeCamp.

DeCamp finding that seven thousand dollars, instead of three thousand, was needed to clear his wife's lot of the encumbrances, succeeded in negotiating a lease with Charles Jackson, jun., for the term of twenty years, Jackson to advance ten thousand dollars, to be secured by the bond and mortgage
30 of Miss Scott on the premises, payable within six years, with interest. The rent reserved on the lease, was to be applied quarterly to the payment of the debt. The rent was thirty-seven cents and a half for each ton of ore taken out, and the lessee was bound to take out twenty-five thousand tons of ore, every five years from the first day of April, 1855; the amount was to be endorsed quarterly on the bond and mortgage, and was to be a satisfaction of so much until the whole should be paid, the lessor thus becoming bound to pay off his own mortgage by the rents.

40 To this negotiation and arrangement, made by DeCamp,

Miss Scott assented, and executed the lease and bond and mortgage to Jackson on the eighth day of March, 1854, Mrs. DeCamp having conveyed to her the ten acre lot on the third day of that month. The deed to Miss Scott recited a consideration of seven thousand dollars, though none had been agreed upon or was paid; the real consideration and object being to carry out the arrangements made.

Of the sum advanced by Jackson seven thousand dollars was used by DeCamp to pay off encumbrances on the lot of his wife; the other three thousand dollars was reserved to pay to Miss Scott on the price of her lot, according to agreement. But at his request she permitted him to use two thousand one hundred dollars of it in his own business, upon his promise to repay it in four months, with interest; and she received only nine hundred dollars of the six thousand for which she had sold her lot. Mrs. DeCamp knew of this retaining the two thousand one hundred dollars, and did not object to it.

DeCamp did not pay to Miss Scott the two thousand one hundred dollars at the end of four months, and at the end of that time a new agreement was entered into between Miss Scott and Mr. and Mrs. DeCamp, by which the residue of the consideration money due to her, being five thousand one hundred dollars, was to be paid by her retaining it out of the rents of the tracts after the mortgage has been paid off. DeCamp, in the meantime, was to pay the interest on this sum of five thousand one hundred dollars every six months; this payment was made a condition of that agreement, and when the mortgage to Jackson, and this debt of fifty-one hundred dollars should be paid, Miss Scott was to convey both tracts, and assign the lease to Mrs. DeCamp. This agreement was reduced to writing, signed by Miss Scott, and delivered to Mrs. DeCamp. She kept it several years. Mr. DeCamp not having paid the interest as agreed, Miss Scott requested that he would send her that agreement, but without any intimation that she claimed it as her right because it had not been complied with, or that she intended to destroy or cancel it. He communicated the request to his wife, who sent the paper to Miss Scott, but without any intention or idea on the part of either DeCamp or his wife,

that it was to be surrendered or destroyed. Miss Scott kept it for two or three years, and then, sometime in 1858, destroyed it without any other or further authority from Mr. or Mrs. DeCamp. In 1858 Miss Scott, who had married and was then Mrs. Crane, being in want of money, a sale of this whole property was negotiated, with the consent of Mr. and Mrs. DeCamp, to E. L. Dayton, who was to pay Mrs. Crane eight thousand dollars, which she agreed to take in full of her claim, and Dayton agreed to convey to Mrs. DeCamp, as
10 the consideration of her consent, the ten acre lot. Dayton having paid Mrs. Crane fourteen hundred dollars on account, and not being able to carry out his contract, forfeited that sum, and abandoned it.

Mrs. Crane, by the lease, was bound to pay the taxes, and paid out large sums on that account, and receiving no interest from DeCamp, became dissatisfied, and claimed that Mrs. DeCamp had forfeited all right to the property, and that she was the absolute owner, and offered the same for sale.

20 The bond and mortgage to Jackson had been paid off from the rents of the property before the sixteenth day of February, 1860, and on that day were canceled and surrendered, but the mortgage was not canceled of record until April 24th, 1861.

The bill asks for an account of the rents received by Mrs. Crane, and claims that the mortgage to Jackson has been paid by them, and that the debt from complainant to Mrs. Crane, has in whole or in part been paid off in like manner, and offers to pay any deficiency, and prays that the defendants,
30 upon her being paid such deficiency, if any exists, may be compelled to convey the whole tract of eighteen acres to Mrs. DeCamp, subject to the lease, the rents and benefit of which shall enure to her.

The answer of the defendants, although shaped into some form, is not technically or artistically drawn; but it is a sensible, straightforward narration of the facts conceived to be important in the case, with the views and inferences of the draftsman as to their bearing on the case. It mainly admits the facts above stated, giving a coloring to some, and
40 stating as facts inferences drawn from others, not admissi-

ble, either at law or in equity, and it places the defence mainly or entirely on the ground that any agreement she may have made with Mr. or Mrs. DeCamp has been forfeited by not being performed on their part, that she is not bound thereby, and the same cannot be enforced.

The complainants claim that the whole property is held by Mrs. Crane, as mortgagee, and that it is subject to redemption by payment of the amount due, if any; that the ten acre tract was conveyed expressly as security for the price of Mrs. Crane's lot unpaid, and for no other purpose, as between Mrs. DeCamp and her, though, as to Jackson, it was to enable her to execute the mortgage and lease on the whole. They also contend, that the eight acre tract, having been sold to Mrs. DeCamp for six thousand dollars, of which part had been paid in cash, and the residue secured by conveying the other tract by way of mortgage, the same, in equity, was held by Mrs. Crane for the benefit of Mrs. DeCamp, and as an equitable mortgage with the other tract for the payment of the balance of the price for which it was sold.

There can be no doubt but that the lot of Mrs. DeCamp was conveyed to Mrs. Crane, as far as her own rights are concerned, by way of security or mortgage only; there is no pretence of any agreement for sale, or that Mrs. Crane wanted to buy it; the proof is clear that Mrs. DeCamp was not willing to sell. The doctrine is well settled that, if a deed, absolute on its face, was given only by way of security or as a mortgage, it shall be a mortgage, and continues such until the equity of redemption is released or foreclosed. I admit the force of the position so ably urged by the counsel for the defendants, that when the question is, whether the transaction constitute a mortgage, or is a sale with an agreement to re-convey, the fact whether there is a continued debt or liability of the mortgagor is very important. It is difficult to conceive of a mortgage which, in its very essence, is a pledge as security for a debt, without some one being liable for the debt. But I am not willing to say that there can be no mortgage without a debt, or some one being bound at all events, to pay the money. A mortgage may be expressly made in that manner.

But in this case that question does not arise; there was a

debt of five thousand one hundred dollars for part of the price of the lot, which DeCamp expressly promised to pay, at first in four, eight, and twelve months; afterwards to pay the interest on it half yearly, and to permit the principal to be retained out of the rents, after payment of Jackson's mortgage, and, on failing to pay the interest, he was to forfeit the agreement for extension of payment, or was to be liable for the whole at once. There is clearly a continuing debt. As to the lot of Mrs. DeCamp, the conveyance was a
10 mortgage only, and the complainants are entitled to redeem.

I cannot assent to the position that Mrs. Crane held the title to her own lot as mortgagee. The title to that never vested in Mrs. DeCamp, either at law or in equity; the price had never been paid, and she was never entitled to call for a conveyance. It would be dangerous to twin every contract to convey into an equitable title, and hold that the vendor is only a mortgagee, and subject to redemption until foreclosed.

But there was a clear, definite contract to convey this lot to Mrs. DeCamp for six thousand dollars. This contract
20 was at first by parol only; but even if the statute of frauds had been set up and pleaded, it could not avail, because there was clearly part performance, which would take the case out of the statute. The conveyance of the lot of Mrs. DeCamp was part of that agreement, and it had been made, nine hundred dollars of the consideration had been paid, and the whole property leased and mortgaged to Jackson. These acts of part performance would have taken the case out of the statute without any written agreement.

But there was a written agreement a short time after the
30 lease; Mrs. Crane says four months after, an agreement was drawn by Mr. Hayes, signed by Mrs. Crane, and delivered to Mrs. DeCamp, containing the essential features of the first agreement, with an additional provision, postponing the payment of the five thousand one hundred dollars until after Jackson's mortgage should be paid, and agreeing, after the mortgage and that debt of five thousand one hundred dollars were paid off, to convey both tracts to Mrs. DeCamp.

The giving up that agreement deliberately and designedly, for the purpose of having it canceled and destroyed, might
40 bar a suit for specific performance. But the sending it to

Mrs. Crane at her request, as was done in this case, without a word being said or anything agreed to, as to canceling, surrendering, or destroying it, can have no effect. According to her own version of the transaction, she had no right to destroy it. She claims the right on the ground that it had become invalid by reason of DeCamp not having performed his part, and says that she destroyed it as a use's paper. The case must be considered and determined as if that paper were still in existence. As Mrs. Crane wrongfully destroyed it, when there is any discrepancy in the testimony, or want of sufficient evidence as to its contents, the leaning must be against her. She sets out the substance of the agreement in her answer, and states that the agreement was on condition that DeCamp should pay the interest semi-annually and promptly; but she does not, in stating the agreement, say that it provided for its own forfeiture if the interest were not paid. But she states that as her own conclusion, after stating the signing and delivery of the agreement. Mrs. DeCamp expressly denies that the agreement contained any provision for forfeiture for non-payment of interest, and Mrs. Crane does not so state in her testimony. 10 20

This agreement, then, for the purpose of this suit, must be taken to be an agreement to extend the time of payment of the five thousand one hundred dollars, and when that was paid, that the property should be conveyed to Mrs. DeCamp, and that it contained no express clause of forfeiture.

Such an agreement would not be rendered invalid, or would specific performance be refused, because the interest was not paid at the time stipulated. Part of the principal had been paid, and the residue, with the interest, was secured, and it is doubtful if the time for conveyance had arrived at the filing of the bill; the mortgage of Jackson had been then paid, but, so far as appears, not one thousand dollars in excess of it. And the time for conveyance would not arrive until the taxes and the five thousand one hundred dollars and interest had been received. There appears to be no laches or delay in bringing suit. On the contrary, the complainants were not entitled to a conveyance at the filing of the bill. But they were entitled to an account of the rents received, to ascertain if the debt was not wholly paid, and to 30 40

have an injunction to restrain the sale and conveyance of the property, and to have it determined that Mrs. DeCamp was entitled to a conveyance; and if, by the rents that have accrued or been received since the filing of the bill, the whole amount due to Mrs. Crane has been paid and discharged, and shall so appear upon the taking of the account, they are entitled to have a re-conveyance decreed in this suit.

In her own lot, Mrs. DeCamp was, at her death, entitled to the equity of redemption, and her surviving husband is, therefore, entitled to curtesy. It must be re-conveyed to him and the children of his deceased wife, to hold to him during his life, and to the children in fee after his death. In the other lot, she was not, in her life, seized of, or entitled to, any estate, either at law or in equity, and her husband cannot be entitled to curtesy; it must, therefore, be conveyed to the children in fee. The children are entitled to the proceeds of this lot from the death of their mother, as against DeCamp, free from any contribution to pay any of the claims of Mrs. Crane, except one-half of the taxes paid by her, and one-half of the three thousand dollars constituting the second payment to be made on Mrs. Crane's lot, or of so much of these two amounts, and the interest thereon, as remained unpaid after appropriating for the purpose the rents which had accrued, to Mrs. DeCamp's death. The two thousand one hundred dollars which he appropriated of the money which should have been paid to Mrs. Crane for her lot, and the interest thereon, or rather so much as remained unpaid at the death of his wife, must be taken out of the part of the rents due to Mr. DeCamp since the death of his wife, as belonging to the lot in which he has curtesy.

It must be referred to a master, to take an account of the principal and interest due to Mrs. Crane for the price of her lot agreed to be sold to Mrs. DeCamp, and for taxes paid by her and interest on these amounts, and also the amount due to her for debts paid by her for Mr. DeCamp, on account of liabilities which she had incurred for him at the making of the lease to Charles Jackson, jun. And also to take an account of the rents due to, or received by her from Charles Jackson, jun., over and above the amount due on the mortgage to him, and the interest on the same.

If such receipts exceed the amount due to Mrs. Crane, the complainants will be entitled to a conveyance, and to the payment of such excess. If they are not sufficient to pay the amount due to her, with interest, the complainants will be entitled to have the property conveyed to them upon paying such deficiency, with her costs in this suit. And all further directions must be reserved until the master's report.

I do not think, under all the circumstances, that Mrs. Crane is bound to account for the one thousand four hundred dollars received from Dayton; it was upon a bargain 10 she was allowed to make for the sale of what she considered her own property. Mrs. DeCamp was to receive her share of the proceeds in another manner if the sale went on; the only amount realized was this sum on Mrs. Crane's share, and she is entitled to it.

It appears by the evidence that Mrs. Crane received one thousand dollars from DeCamp and four thousand dollars from some other person, profit from the sale of ore, which she was entitled to receive from Jackson, at two dollars and a half per ton, by the provisions of the lease to him, set out in 20 the bill. This ore was worth a higher price, and these sums are her profits on the sale. Upon the view taken, that she holds these lands only as security for her debt, she must account for these sums as part of the rents and profits of the premises received by her.

Interlocutory Decree.

[Filed September 4, 1868.]

This cause coming on to be heard at the regular term of the Court of Chancery, held on the first Tuesday of February, eighteen hundred and sixty-eight, at the state house, 30 in the city of Trenton, before the Chancellor, in presence of John Linn and Cortlandt Parker, of counsel with the complainants, and Gilbert W. Cummings and Joseph F. Randolph, of counsel with the defendants, and the pleadings, depositions, and proofs, being read, and the arguments of

- the respective counsel being heard and considered: it is now, on this twenty-ninth day of August, eighteen hundred and sixty-eight, ordered, adjudged, and decreed, by the court, that Augusta DeCamp, deceased, late wife of said Edward DeCamp, was, at the time of her death, the equitable owner in fee of the lot of ten acres by her conveyed to her sister, said Eliza A. Crane, (formerly Scott,) described in said bill of complaint; that said lot was by her conveyed to her sister only by way of mortgage, and that her children,
- 10 William S. DeCamp, Allen F. DeCamp, Edward F. DeCamp, Susan A. M. DeCamp, Alfred H. DeCamp, Clarence A. DeCamp, and Mary Anna DeCamp, are now entitled to the same, subject to the tenancy by the curtesy of their father, the said Edward DeCamp, and subject to and on payment of the sum of money herein after mentioned, and to a conveyance thereof, if the money for which the same is held by said Eliza A. Scott shall appear to have been or shall be paid. And it is further ordered, adjudged, and decreed, that the said children are further entitled to a conveyance to them,
- 20 in their own right, as tenants in common, and free from any right or claim of their father to the tract of eight acres in said bill set forth and described, and set off to said Eliza A. Crane, (formerly Scott); that the same was by the said Eliza legally sold, and agreed to be conveyed to the said Augusta DeCamp, for the price of six thousand dollars, and if it shall appear that said sum has been duly paid to her, the said Eliza A. Crane, Lewis C. Grover, esq., her trustee, ought to convey, and the said children are entitled to a decree that he do convey the same to them.
- 30 And it is further ordered, adjudged, and decreed, that it be referred to James H. Neighbour, esq., one of the masters of this court, to take and state an account of the principal and interest due to the said Eliza A. Crane for the price of said lot of eight acres, agreed by her before her marriage to be conveyed to said Augusta DeCamp, deceased, as also of the taxes paid by her on said lots, with interest, and also on account of the principal moneys paid by her at any time for said Edward DeCamp, on account of liabilities by her incurred for him at the making of the lease to Charles
- 40 Jackson, jun., described in the pleadings this cause, and

that said master do also take an account of the rents due to, or received by her, from Charles Jackson, jun., over and above the amount due on the mortgage to him, and the interest on the same—to the end that if it shall appear that said receipts exceed the amount due to said Eliza A. Crane, or the said children, or any person in their behalf, shall make up and pay to her the said amount by advancing the balance which may appear to be due, a conveyance of the said two lots of land may be decreed to be made by the said Lewis C. Grover, trustee for said Eliza A. Crane, unto the said child- 10 ren, subject to said tenancy by the curtesy as to one of said lots aforesaid.

And it is ordered, that said master do make report to this court with all convenient speed, and that the parties be at liberty to use before him the evidence already taken, and any other evidence touching the facts so referred which they may desire to adduce.

A. O. ZABRISKIE, C.

Notice of Appeal.

[Filed October 5, 1868.]

20

The defendants, Aaron Crane, and Eliza his wife, appeal from so much of the interlocutory decree made in this court in the above stated cause, as declares that Augusta DeCamp, wife of Edward DeCamp, was, at the time of her death, the equitable owner in fee of the lot of ten acres by her conveyed to her sister Eliza A. Crane, (formerly Scott,) and that said lot was conveyed by her sister only by way of mortgage, and that, on her decease, her children became entitled to the same, subject to their father's right of curtesy, on payment of the sum of money mentioned in said decree, and to a con- 30 veyance thereof, if it appear said sum of money has been, or shall be paid to Eliza A. Crane, late Scott.

And also, from so much of said decree as declares that the children of Augusta DeCamp are entitled to a conveyance to them, in their own right as tenants in common, free from

any right or claim of their father to the tract of eight acres in the bill set forth and described, and that the same was, by the said Eliza, legally sold and agreed to be conveyed to said Augusta DeCamp, for the price of six thousand dollars, and that the same ought to be conveyed to said children. And also, to so much of said decree as directs a reference to a master to state an account for and against the said Eliza A. Crane, late Scott, in reference to her connection with matters in controversy in this cause, as set forth in said decree.

10

B. F. RANDOLPH,
Solicitor of defendants.

I consider there is good cause of appeal in the above stated cause.

JOS. F. RANDOLPH,
Of counsel with the defendants.

Petition of Appeal.

[Filed October 5, 1868.]

Between

20 Aaron Crane, and Eliza A. his wife,
Appellants,

and

Edward DeCamp and others,
Appellees.

} *On bill, &c.*

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

The humble petition of Aaron Crane, and Eliza A. his wife, the appellants in the above stated cause, respectfully show, that your petitioners find themselves aggrieved by an interlocutory decree made in the Court of Chancery by the
30 Honorable Abraham O. Zabriskie, Chancellor of the state of New Jersey, bearing date the twenty-ninth day of August, eighteen hundred and sixty-eight, wherein the said Edward DeCamp, and Augusta his wife, were originally complain-

ants, and, subsequent to the decease of the said Augusta, were substituted as complainants in her place, his children, William S. DeCamp, Allen S. DeCamp, Edward F. DeCamp, Susan A. M. DeCamp, Alfred H. DeCamp, Clarence A. DeCamp, and Mary Anna DeCamp, by their father, the said Edward DeCamp, as their guardian, and the said Aaron Crane, and Eliza A. his wife, were defendants, in this respect, to wit, that, by the said interlocutory decree, it is ordered and decreed that the said Augusta DeCamp, deceased, late wife of said Edward DeCamp, was, at the time 10 of her death, the equitable owner in fee of the lot of ten acres by her conveyed to her sister, said Eliza A. Crane, formerly Scott, described in the bill of complaint, and that said lot was by her conveyed to her sister only by way of mortgage, and that her children above named are now entitled to the same, subject to the tenancy by the curtesy of their father, the said Edward DeCamp, and on payment of the sum of money mentioned in said interlocutory decree, entitled to a conveyance thereof, if the money for which the same is held by said Eliza shall have been, or shall be paid; and your peti- 20 tioners humbly appeal from that part of the said decree of the Chancellor which decrees as aforesaid, upon the ground that said Augusta was not, at her death, the equitable owner in fee of said ten acre lot; and that said lot was not conveyed to said Eliza only by way of mortgage, but that the same was conveyed to her by a good warrantee deed, in fee simple; and that if there was any good and valid agreement between the parties in relation to the same, it did not convert or reduce the same to a mere mortgage, but only to a conditional estate, or an estate depending on condition which 30 became absolute by the non-fulfillment of such conditions by the said Augusta or her husband, the said Edward DeCamp, and that, in consequence thereof, no estate existed in the said Augusta at her decease or survived to her husband or children. And also that said decree adjudges that the said children of the said Augusta are entitled to a conveyance to them, in their own right, as tenants in common, and free from any right or claim of their father, to the part of eight acres in said bill set forth and described, and that the same was, by the said Eliza, legally sold and agreed to be 40

conveyed to the said Augusta for the price of six thousand dollars; and if said sum has been paid to the said Eliza, her trustee, Lewis C. Grover, ought to convey the same, and the said children are entitled to a decree that he do convey the same to them. And your petitioners humbly appeal from that part of the said decree of the Chancellor which decrees as aforesaid, upon the ground that the same is erroneous, for that the alleged sale and agreement of the said Eliza, respecting the conveyance of the eight acre lot, was not in
10 writing, but only by parol, and therefore void, under and by virtue of the statute of frauds and perjuries; and that said agreement was only made and consented to by the said Eliza upon express stipulations and conditions to be done and performed by the said Augusta and her husband, prior to their having any right or claim to said conveyance, which said stipulations and conditions have never been done, performed, or complied with by said Edward DeCamp, or Augusta his wife, or by their children, or any person or persons for them, so that the said parol agreement, if not altogether
20 void by the aforesaid statute, is void and forfeited by the non-compliance with said stipulations and conditions.

And your petitioners further appeal from that part of said decree which directs a reference to a master to state an amount for the said Eliza, and also as to the manner in which said amount shall be stated, because they say that there is nothing in the matters set forth in the proceedings of this cause which would render her legally or equitably liable to be called to account for her proceedings, or to account in the manner set forth in said decree. And also, be-
30 cause the complainants have no such rights or status in court as to entitle them to call upon these defendants for an account of their proceedings and receipts and disbursements in relation to the property or matters in question in this cause. Your petitioners therefore pray that the said decree of said Chancellor may be, in the particulars aforesaid, reversed, set aside, and for nothing holden, and that your petitioners may have such relief in the premises as to this honorable court shall seem meet.

B. F. RANDOLPH,
Solicitor of appellants.

Court of Errors and Appeals

IN THE LAST RESORT, ETC.

AARON CRANE and ELIZA, his wife,

Appellants,

and

EDWARD DE CAMP and others,

Respondents.

*Amendment
of the Petition of
Appeal.*

And your petitioners, in addition to the causes of appeal heretofore set forth, do further appeal from so much of said decree as requires the Master to take an account of the rents due to, or received by her, the said Eliza A. Crane, late Scott, from Charles Jackson, jr., as may be intended to embrace the sums of one thousand dollars and four thousand dollars, mentioned in the last paragraph of the Chancellor's opinion, as received by Mrs. Crane as profit for the sale of ore, which she was entitled to receive from Jackson at \$2.50 per ton, by the provisions of the lease to him, set out in the bill. This ore being worth a higher price, and these sums being for profits on the sale, and that as she holds these lands only as security for her debt, she must account for such sums as a part of the rents and profits of the premises received by her. And your petitioners humbly appeal from such part of the decree, and of its embracing said sum of \$5,000, upon the ground that said \$5,000 did not accrue to, nor was due to or received by the said Eliza A. Crane, late Scott, as rents from Charles Jackson, jr., and that she did not receive nor was entitled to receive the same as profits

from Jackson at two dollars and a half per ton by the provisions of the lease, but on the contrary her right to receive the same from Jackson was the right of purchase from him at \$2.50 per ton for ore which he took from said mines and paid all the rent therefor required by the said lease, and to sell the same for the best price she could get therefor. And the said appellants claim their privilege of adding this additional cause for appeal, on the ground that your petitioners were not aware until after the printed case had been received, that the opinion of the Chancellor on file in the clerk's office had been changed after your petitioners had obtained from the clerk a copy thereof and the petition of appeal drawn in accordance therewith.

B. F. RANDOLPH,

Sol. of Appellants.

JOS. F. RANDOLPH,

Counsel with Appellants.

I consider there is good cause of appeal in the above stated cause.

JOS. F. RANDOLPH,
Of counsel with the appellants.

Answer.

[Filed November 17, 1868.]

These respondents, not confessing or acknowledging all or any of the matters or things in the said petition of appeal contained and set forth to be true, for answer thereunto say—that they believe it to be true that such decree as is complained of by the appellants, was made by the Court of Chancery, as in the said petition of appeal is set forth; but as to the date, substance, and contents thereof, these respondents humbly crave leave to refer thereto, when the same shall be produced. 10

And these respondents are advised and believe that the said decree is agreeable to equity and justice, and they humbly pray that the same may be affirmed, and that the said petition of appeal may be dismissed by this honorable court, with costs, to be adjudged to these respondents. 20

Dated November 17th, 1868.

THEO. LITTLE,
Solicitor of respondents.

JNO. LINN,
Of counsel with respondents.

Exhibits on part of Appellants.

EXHIBIT A.

Bond. Eliza A. Scott to Charles Jackson, jun.

Know all men by these presents, that I, Eliza A. Scott, of the township of Pequannock, in the county of Morris, in the state of New Jersey, am held and firmly bound unto Charles Jackson, jun., of the township of Williams, in the county of Northampton, and state of Pennsylvania, in the sum of twenty thousand dollars, lawful money of the United States
 10 of America, to be paid to the said ——— or to their certain attorney, executors, administrators, or assigns: to which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents. Sealed with my seal, and dated the eighth day of March, in the year one thousand eight hundred and fifty-four.

The condition of this obligation is such, that if the above bounden Eliza A. Scott, her heirs, executors, and administrators, or any of them, shall and do well and truly pay or cause to be paid unto the above mentioned Charles Jackson,
 20 jun., or to their certain attorney, executors, administrators, or assigns, the just and full sum of ten thousand dollars, lawful money aforesaid, within six years from the date hereof, (pursuant to agreement bearing even date herewith, in quarter yearly payments,) with lawful interest for the same, without any fraud or other delay, then this obligation to be void, or else to be and remain in full force and virtue.

ELIZA A. SCOTT.

Sealed and delivered in the presence of

EDMUND K. SARGEANT.

30 The word eighth in the body of this bond was inserted before execution.

EDMUND K. SARGEANT.

Cancelled February 16th, 1860.

CHARLES JACKSON, JUN.

Witness: Geo. H. Brown.

Below is a statement of mine rent, for iron ore hauled from the within Eliza A. Scott's Hibernia mines, Morris county, New Jersey :

1854.	July 1,	Iron ore hauled,	559 4c.
	October 1,	“ “ “	1932 3c.
1855.	January 1,	“ “ “	992 3c.
	April 1,	“ “ “	1130 2c.

EXHIBIT B.

Mortgage. Eliza A. Scott to Charles Jackson, jun.

This indenture, made this eighth day of March, in the 10 year of our Lord one thousand eight hundred and fifty-four, between Eliza A. Scott, of the township of Pequannock, in the county of Morris, and state of New Jersey, of the first part, and Charles Jackson, jun., of the township of Williams, in the county of Northampton, and state of Pennsylvania, of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of ten thousand dollars, lawful money of the United States of America, to her in hand well and truly paid by the said party of the second part, at and before the sealing and delivery of these 20 presents, the receipt whereof is hereby acknowledged, and the said party of the first part therewith fully satisfied, contented, and paid, hath given, granted, bargained, sold, aliened, enfeoffed, conveyed, and confirmed, and by these presents doth give, grant, bargain, sell, alien, enfeoff, convey, and confirm, to the said party of the second part, and to their heirs and assigns forever, all that tract or parcel of land and premises, hereinafter particularly described, situate, lying, and being in the township of Rockaway, in the county of Morris, and state of New Jersey, being a tract 30 of land eighteen chains in length and ten chains in width, containing eighteen acres, and being lots No's 29 and 31, as designated in the division of the real estate of William Scott, deceased, made by Thomas C. Willis and others, commissioners, which division was confirmed by the Orphans Court of the county of Morris, January 2d, 1843. Together with

all and singular, the profits, privileges, and advantages, with the appurtenances to the same belonging, or in anywise appertaining; also, all the estate, right, title, interest, property, claim, and demand whatsoever, of the said party of the first part, of, in, and to the same, and of, in, and to every part and parcel thereof; to have and to hold, all and singular, the above described tract or lot of land and premises, with the appurtenances, unto the said party of the second part, their heirs and assigns, to the only proper use, benefit, and behoof
10 of the said party of the second part, their heirs and assigns forever. Provided always, and it is agreed by and between the parties to these presents, that if the said Eliza A. Scott, her heirs, executors, or administrators do and shall well and truly pay, or cause to be paid, to the said Charles Jackson, jun., or to his certain attorney, or attorneys, heirs, administrators, or assigns, the sum of ten thousand dollars, lawful money aforesaid, within six years from the date hereof, (pursuant to agreement bearing even date herewith, in quarter yearly payments,) with lawful interest for the same, according
20 to the condition of a certain bond or obligation bearing even date herewith, given by the said Eliza A. Scott, in the penal sum of twenty thousand dollars, without any deduction or defalcation for taxes, assessments, or any other impositions whatsoever, that then, and from thenceforth, these presents and said obligation, and every thing herein and therein contained shall cease and be void, anything herein and therein contained to the contrary in anywise notwithstanding; and the said Eliza A. Scott, her heirs, executors, and administrators, do covenant and grant to and with the said Charles Jackson, jun., his heirs and assigns, that the said Charles Jackson,
30 jun., his heirs and assigns, shall and may from time to time, and at all times after default shall be made in the performance of the proviso, or condition herein contained, peaceably and quietly enter into, have, hold, use, occupy, possess, and enjoy, all and singular the above granted and bargained premises, with the appurtenances, without the let, suit, trouble, hindrance, or denial of the said Eliza A. Scott, her heirs, or assigns, or of any other person or persons whatsoever.

In witness whereof, the said Eliza A. Scott hath hereunto set her hand and seal, the day and year first above written.

ELIZA A. SCOTT. [L. S.]

Signed, sealed, and delivered in the presence of

EDMUND K. SARGEANT.

Note. The word eighth on the first line was inserted before execution.

EDMUND K. SARGEANT.

State of New Jersey, Morris county, ss.—Be it remembered, that on this eighth day of March, in the year of our Lord one thousand eight hundred and fifty four, before me, Edmund K. Sargeant, one of the commissioners appointed for taking the acknowledgment and proof of deeds in said county, personally appeared Eliza A. Scott, who I am satisfied is the grantor mentioned in the within indenture, and to whom I first made known the contents thereof, and thereupon she acknowledged that she signed, sealed, and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

EDMUND K. SARGEANT. 20

Received in the Morris county clerk's office, March 24th, 1854, and recorded at length in Record of Mortgages, Book A 2, fols. 231 and 232.

STANBURROUGH, *Clerk.*

Boston, February 16th, 1860.

This mortgage has been paid and satisfied, and I hereby cancel it.

CHARLES JACKSON, JUN.

Canceled this mortgage of record April 24th, 1861.

SWAYZE, *Clerk.*

EXHIBIT C.

30

Release. Freeman Wood to Eliza A. Scott.

This indenture, made this eighth day of March, in the year one thousand eight hundred and fifty-four, between

Freeman Wood, of the township of Rockaway, in the county of Morris, and state of New Jersey, of the first part, and Eliza A. Scott, of the township of Pequannock, in said county, of the second part; whereas, Edward DeCamp, and Augusta his wife, by indenture of mortgage, bearing date the seventh day of April, one thousand eight hundred and fifty-two, for the consideration therein mentioned, and to secure the payment of the money therein specified, did convey certain lands and tenements, of which the lands herein

10 after described are part, unto the said Freeman Wood, which mortgage is recorded in Book Z of Mortgages for the said county of Morris, in page 25, &c.; and whereas, the said party of the first part, at the request of the said party of the second part, has agreed to give up and surrender the lands herein after described, unto the said party of the second part, and to hold and retain the residue of the mortgaged lands as security for the money remaining due on the said mortgage; now this indenture witnesseth, that the said party of the first part, in pursuance of the said agreement, and in con-

20 sideration of one dollar to him duly paid at the time of the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, released, quit-claimed, and set over, and by these presents doth grant, release, quit-claim, and set over, unto the said party of the second part, all that part of the said mortgaged lands, situate, lying, and being in the township of Rockaway, in said county of Morris, beginning at a heap of stones in the westerly corner of Theodore Wood's land, and thence running south thirty-seven degrees east, ten chains; thence south fifty-three de-

30 grees west, ten chains, to said Eliza A. Scott's land; thence along her land north thirty-seven degrees west, ten chains; and thence north fifty-three degrees east, ten chains, to the place of beginning, containing ten acres, together with the hereditaments and appurtenances thereto belonging; and all the right, title, and interest of the said party of the first part, of, in, and to the same, to the intent that the lands hereby conveyed may be discharged from the said mortgage, and that the rest of the lands in the said mortgage specified, may remain to the said party of the first part as heretofore; to

40 have and to hold the lands and premises hereby released and conveyed, to the said party of the second part, her heirs and

assigns, to her and their own proper use, benefit, and behoof for ever, free, clear, and discharged of and from all lien and claim under and by virtue of the indenture of mortgage aforesaid.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals, the day and year first above written.

FREEMAN WOOD. [L. s.]

Sealed and delivered in the presence of

EDWARD DeCAMP. 10

New Jersey, Essex county, ss.—On this ninth day of March, eighteen hundred and fifty-four, before me, David A. Hayes, a master in chancery of said state, personally appeared Edward DeCamp, who, being duly sworn according to law, on his oath saith—that he saw Freeman Wood, the within named grantor, sign, seal, and deliver the within indenture as his voluntary act and deed, and that he, the said Edward DeCamp, subscribed his name to the same, at the same time, as an attesting witness.

EDWARD DeCAMP. 20

Sworn and subscribed before me.

DAVID A. HAYES, *M. C.*

Received in the Morris county clerk's office, March 24th, 1854, and recorded in record of deeds, Book D 5, fol. 184.

STANBURROUGH, *Clerk.*

EXHIBIT D.

Release. Rome Exchange Bank to Eliza A. Scott.

Whereas, the Rome Exchange Bank did, on the twenty-fifth day of October, eighteen hundred and fifty-three, obtain a judgment in the Supreme Court of New Jersey, 30 against Edward DeCamp, for fifteen hundred and sixty-six

dollars and sixty-nine cents damages, and thirty-three dollars and forty cents costs of suit. And whereas, the said Edward DeCamp and wife have conveyed to one Eliza A. Scott the tract of land herein after mentioned and described, and on which the above stated judgment is a lien.

Know all men by these presents, that the Rome Exchange Bank, for and in consideration of one dollar to the said bank in hand paid by the said Eliza A. Scott, the receipt whereof is hereby acknowledged, has, and by these presents doth re-
 10 lease, discharge, and quit-claim unto the said Eliza A. Scott, her heirs and assigns, all that tract or parcel of land and premises, situate, lying, and being in the township of Rock-
 away, in the county of Morris, and state of New Jersey, be-
 ginning at the most westerly corner of Theodore Wood's
 lot, at a heap of stones, and thence running south thirty-
 seven degrees east, ten chains; thence south fifty-three de-
 grees west, ten chains; thence north thirty-seven degrees
 west, ten chains; and thence north fifty-three degrees east,
 ten chains, to the place of beginning, containing ten acres
 20 of land, strict measure, so that neither the said Rome Ex-
 change Bank, their successors or assigns, nor any person or
 persons for them, or any of them, shall have, claim, chal-
 lenge, or demand any right, title, lien, claim, or demand, of,
 in, or to the above described premises, or any part thereof,
 for or on account, or by reason or virtue of the above men-
 tioned judgment, or of any execution now issued, or that
 hereafter may be issued thereon, but thereof and therefrom
 shall be utterly debarred and excluded by these presents.

In witness whereof, the said Rome Exchange Bank have
 30 hereunto affixed their corporate seal, and caused the same to
 be signed by their president, this thirteenth day of March,
 eighteen hundred and fifty-four.

EDW. HUNTINGTON, [L. S.]

President of the Rome Exchange Bank.

Sealed and delivered in presence of

F. H. THOMAS.

State of New York, Oneida county, ss.—On this thirteenth
 day of March, 1854, before the undersigned, a judge of the

Supreme Court of the state of New York, appeared Edward Huntington, to me known, and acknowledged that he executed the foregoing instrument, and being duly sworn, testified that he executed the same by order of the board of directors of the Rome Exchange Bank, the corporation in whose name and behalf the same was executed, and that he was president of said bank, and the seal affixed to said instrument was the corporate seal of said bank.

WM. J. BACON,
Justice Supreme Court. 10

State of New York, clerk's office Oneida county, ss.—I, Richard Hulbert, clerk of the said county, do certify that William J. Bacon, esq., whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a justice of the Supreme Court, dwelling in said county, and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such justice, and verily believe that the signature to the certificate of said proof or acknowledgment is genuine. And further, that said instrument is executed and acknowledged according to the laws of the state of New York. 20

In testimony whereof, I have hereunto set my hand,
[L. s.] and affixed the seal of the said county, this thirteenth day of March, 1854.

R. HULBERT, *Clerk.*

Received in the Morris county clerk's office, March 24th, 1854, and recorded in record of deeds, Book D 5, fols. 185, 186. 30

STANBURROUGH, *Clerk.*

EXHIBIT E.

Release. Newton M. Wardwell to Eliza A. Scott.

Whereas I, Newton M. Wardell, did, in the month of October, eighteen hundred and fifty-three, obtain a judgment

in the Supreme Court of New Jersey against Edward DeCamp, for the sum of twelve thousand dollars damages, with costs of suit; and whereas, the said Edward DeCamp and wife have conveyed to Eliza A. Scott the tract of land herein after mentioned and described, and on which the above stated judgment is a lien.

Know all men by these presents, that I, Newton M. Wardwell, of Pulaski, in the state of New York, in consideration of the sum of one dollar to me in hand paid by Eliza
 10 A. Scott, the receipt whereof is hereby acknowledged, have, and by these presents do release, discharge, and quit claim, unto the said Eliza A. Scott, her heirs and assigns, all that tract or parcel of land and premises, situate, lying, and being in the township of Rockaway, in the county of Morris, and state of New Jersey, beginning at the most westerly corner of Theodore Wood's lot, at a heap of stones, and thence running south thirty seven degrees east, ten chains; thence south fifty-three degrees west, ten chains; thence north thirty-seven degrees west, ten chains; and thence north fifty-
 20 three degrees east, ten chains, to the place of beginning, containing ten acres of land, strict measure, so that neither I, Newton M. Wardwell, my executors, administrators, or assigns, nor any other person or persons for me, them, or any of them, shall have, claim, challenge, or demand any right, title, claim, or demand, of, in, or to, the above described premises, or any part thereof, for or on account or by reason or virtue of the above mentioned judgment, or of any execution now issued or that hereafter may be issued thereon; but thereof and therefrom shall be utterly debarred
 30 and excluded by these presents.

In witness whereof, I have hereunto set my hand and seal this ——— day of March, eighteen hundred and fifty-four.

NEWTON M. WARDWELL. [L. S.]

Sealed and delivered in presence of ——— ———

The words "of, in," erased before execution hereof.

State of New York, Jefferson county, ss.—On this 16th day of March, 1854, come before me, personally, Newton M. Wardwell, to me known to be the person who is described

in and who executed the foregoing instrument, and acknowledged that he executed the same, for the uses and purposes therein mentioned.

F. W. HUBBARD.
Justice Supreme Court.

State of New York, Jefferson county clerk's office, ss.—I W. E. Massey, deputy clerk of the county of Jefferson, do hereby certify, that Hon. F. W. Hubbard, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, and thereon written, was at the time 10 of taking such proof of acknowledgment, a Justice of the Supreme Court of the state of New York, duly authorized to take the same; and that I am well acquainted with the handwriting of said justice, and verily believe that the signature to the said certificate of proof, or acknowledgment, is genuine; and further, that the said instrument is executed and acknowledged according to the laws of this state.

In testimony whereof, I have hereunto subscribed
[L. s.] my name, and affixed the seal of said county,
this 16th day of March 1854. 20

W. E. MASSEY, *Deputy Clerk.*

Received in the Morris county clerk's office, March 24th, 1854, and recorded in record of deeds, Book D 5, fols. 184, 185.

STANBURROUGH, *Clerk.*

EXHIBIT F.

The Charlottenburg Iron Company.
No. 159. West Milford, N. J., 8th December, 1854.

This is to certify, that there are now standing in the name of Eliza A. Scott, on the books of this company, fifty shares 30 of the capital stock, which are transferable only on the books of this company.

EDWARD DE CAMP,
Secretary and Treasurer.

EXHIBIT G.

The Charlottenburg Iron Company.
No. 160. West Milford, N. J., 8th December, 1854.

This is to certify, that there are now standing in the name of Eliza A. Scott, on the books of this company, fifty shares of the capital stock, which are transferable only on the books of this company.

EDWARD DECAMP,
Secretary and Treasurer.

10

EXHIBIT H.

The Charlottenburg Iron Company.
No. 162. West Milford, N. J., 8th December, 1854.

This is to certify, that there are now standing in the name of Eliza A. Scott, on the books of this company, one hundred shares of the capital stock, which are transferable only on the books of this company.

EDWARD DECAMP.
Secretary and Treasurer.

20

EXHIBIT I.

The Charlottenburg Iron Company.
No. 161. West Milford, N. J., 8th December, 1854.

This is to certify, that there are now standing in the name of Eliza A. Scott, on the books of this company, forty shares of the capital stock, which are transferable only on to books of this company.

EDWARD DECAMP.
Secretary and Treasurer.

EXHIBIT K.

Powerville, 2d March, 1857.

Dear Sister E——: Enclosed please find statement of the Hibernia ore account. I understand they have refused to pay the tax; I will attend to it and pay it. Another year will probably come quite near to squaring up the ten thousand dollars and interest, with Mr. Jackson. I am very glad the time is coming so near, when you will begin to receive something from the proceeds of the mine. Augusta is feeling some anxiety to know something respecting what claim she has to the mining property at Hibernia, as the article of agreement she once had of you, was returned, I think, at your request.

I also enclose you an instrument to secure to us the interest you have in the two mining properties, which you will please sign and hold. The uncertainty of our lives is the only reason why I deem it important; Mr. Hayes directed it. The two notes are due twenty-first March; I am not certain, but I may want them renewed in part. I will see Jos. Hiln soon in regard to his note. Not having as yet secured the one-third of the Ogden mine lot, I would much prefer keeping quiet until I can secure it. I should much fear the interference of other parties, were the facts known, and an offer to sell would doubtless bring the facts to light. I have now leased the mine, so that the rents—(6 | per ton)—will more than meet the payments.

We are all quite well. Araminta is also well, as usual.

Yours affectionately,

EDWARD DE CAMP.

EXHIBIT L.

30

Articles of agreement, made this eighteenth day of February, eighteen hundred and fifty-eight, between Lewis C. Grover, trustee of Eliza A., wife of Aaron Crane, of the

first part, and Edward L. Dayton, of the second part, witnesseth, that the said parties of the first part, in consideration of the sum of eight thousand dollars, to be paid as herein after mentioned, hereby agree to sell unto the said Edward L. Dayton, all those two lots or tracts of land, situate in the township of Rockaway, in the county of Morris, and state of New Jersey, which were set off to the said Eliza A., then being Eliza Scott, and Augusta Scott, in the division of the estate of their father, William Scott, and which are known

10 as the Hibernia mine lots, being the same mine lots leased to Charles Jackson, jun., by the said Eliza A. Scott; also, a lot of about fifteen acres, adjoining the mine lots, and to convey the same, by good and sufficient deeds of conveyance, free from all encumbrance, except a mortgage and a lease given by the said Eliza A. Scott to the said Charles Jackson, subject to which mortgage and lease, and to all right and benefits arising from the same, the said premises are to be conveyed, and to deliver the deed for the same whenever

20 the said Edward L. Dayton hereby agrees to purchase of the said parties of the first part, the said tracts or lots of land, for the said sum of eight thousand dollars, and to pay the same as follows, viz. one thousand dollars on or before the fifteenth day of March next; one thousand dollars on or before the fifteenth day of April next, and two thousand dollars, with interest from the date hereof, on or before the first day of April, eighteen hundred and fifty-nine; and on the delivery of the deed for said premises, to give his bond for the sum of four thousand dollars, payable two thousand dollars

30 on the first day of April, eighteen hundred and sixty, and two thousand dollars on the first day of April, eighteen hundred and sixty-one, with interest from the date hereof, and secure the payment of the same by a mortgage on the mine lots set off to the said Eliza A. Scott as aforesaid; and the said parties of the first part further agree that, on the payment of the sum of one thousand dollars, the said Edward L. Dayton shall be entitled to, and shall receive the possession of the said premises, and be entitled to the use and benefit thereof, subject to the aforesaid mortgage and lease.

40 And the said Eliza A. Crane hereby consents to the above

agreement, and requests and authorizes and empowers the said Lewis C. Grover to execute the necessary deeds to carry the same into effect.

In witness whereof, the said Lewis C. Grover, Eliza A. Crane, and Edward L. Dayton, have hereunto set their hands and seals, the day and year first above written.

LEWIS C. GROVER. [L. S.]

ELIZA A. CRANE. [L. S.]

EDWARD L. DAYTON. [L. S.]

Signed, sealed, and delivered in the presence of 10
DAVID A. HAYES.

On this eighteenth day of February, in the year eighteen hundred and fifty-eight, the foregoing agreement was acknowledged before David A. Hayes, master in chancery.

Exhibits on part of Respondents.

EXHIBIT A ON PART OF COMPLAINANTS.

	Tons.	Cwt.	Qrs
For month ending Sept. 29, 1860,	851,	9,	0
Oct. 27, "	414,	18,	0
Nov. 24, "	520,	17,	0
Dec. 29, "	727,	2,	0
Jan. 26, 1861,	253,	5,	0
Feb. 23, "	41,	7,	0
Apr. 27, "	265,	0,	1
Jan. 31, 1863,	447,	5,	1 10
Feb. 28, "	474,	14,	3
Mar. 28, "	643,	5,	1
May 2, "	680,	16,	1
May 30, "	636,	12,	1
June 27, "	582,	9,	1
Aug. 1, "	212,	4,	1
" 29, "	306,	8,	0
Sept. 26, "	545,	1,	2
Oct. 31, "	691,	13,	2
Nov. 28, "	514,	10,	3 20
Dec. 26, "	462,	14,	1
Jan. 31, 1864,	730,	10,	1
Feb. 27, "	177,	12,	0
Mar. 28, "	378,	9,	1
May 2, "	537,	11,	2
" 30, "	188,	13,	1
June 26, "	1,	13,	2
	<hr/>	<hr/>	<hr/>
Tons,	11286,	3,	1

EXHIBIT B ON THE PART OF COMPLAINANTS.

Scott ore weight, at Rockaway :

		Tons.	Cwt.	Qrs.
	From June 1st to July 1st, 1854,	572,	5,	1
	For month ending July 30, "	448,	0,	2
	Aug. 26, "	750,	7,	0
	Sept. 30, "	763,	15,	2
	Oct. 28, "	501,	13,	0
	Nov. 25, "	385,	5,	0
	Dec. 30, "	109,	8,	2
10	Jan. 27, 1855,	237,	0,	0
	March 31, "	566,	11,	1
	April 28, "	429,	11,	3
	May 26, "	582,	6,	3
	June 30, "	890,	5,	2
	July 28, "	586,	13,	3
	Aug. 25, "	566,	18,	2
	Sept. 29, "	939,	4,	2
	Oct. 28, "	535,	2,	3
	Nov. 24, "	652,	6,	3
20	Dec. 29, "	578,	18,	0
	Jan. 26, 1856,	421,	16,	0
	Feb'y 23, "	694,	11,	2
	March 29, "	693,	2,	0
	April 26, "	598,	7,	0
	May 24, "	527,	1,	0
	June 28, "	456,	14,	3
	July 26, "	411,	10,	1
	Aug. 23, "	442,	4,	1
	Octob'r 4, "	813,	17,	0
30	Nov'r 1, "	467,	0,	0
	Nov'r 29, "	470,	7,	3
	Jan'ry 3, 1857,	518,	15,	0
	Jan'y 31, "	404,	18,	0
	Feb'y 28, "	462,	13,	0
	April 4, "	884,	4,	0
		<hr/>	<hr/>	<hr/>
		18,362,	15,	3

	Tons.	Cwt	Qrs.
For month ending May 2, 1857,	422,	5,	3
May 30, "	502,	18,	1
July 4, "	582,	16,	1
Aug'st 1, "	524,	4,	1
Aug. 29, "	540,	12,	2
Octob'r 3, "	660,	1,	1
Oct'r 31, "	216,	0,	1
Nov. 28, "	93,	10,	1
Jan'ry 2, 1858,	56,	14,	2
Jan'y 30, "	37,	17,	1 10
Feb. 27, "	60,	4,	0
Nov. 27, "	9,	3,	1
Jan'ry 1, 1859,	434,	11,	1
Jan'y 29, "	710,	3,	2
Feb'y 26, "	735,	4,	3
April 2, "	382,	11,	3
April 30, "	633,	9,	1
May 28, "	515,	6,	3
July 2, "	1116,	18,	2
July 30, "	415,	3,	0 20
Aug. 27, "	424,	9,	3
Octob'r 1, "	934,	16,	2
Oct'r 29, "	586,	14,	2
Nov. 26, "	681,	19,	2
Dec. 31, "	1069,	15,	3
Jan. 28, 1860,	784,	14,	2
Feb. 25, "	557,	1,	0
March 31, "	48,	7,	1
April 28, "	541,	11,	2
May 26, "	442,	15,	3 30
June 30, "	787,	13,	3
July 28, "	591,	2,	2
Aug. 25, "	692,	16,	2
Tons, - - -	16,703,	13,	1

EXHIBIT D ON PART OF COMPLAINANTS.

Account of Scott ore, weighed at the mine, from April 4th, 1864, to February 18th, 1867, inclusive:

					Tons.	Cwt.	Qrs.	
	April,	1864,	-	-	-	578,	14,	3
	May,	"	-	-	-	730,	18,	2
	June,	"	-	-	-	724,	2,	2
	June,	"	-	-	-	152,	14,	1
	July,	"	-	-	-	600,	9,	0
	August,	"	-	-	-	772,	11,	0
10	September,	"	-	-	-	1531,	15,	1
	October,	"	-	-	-	945,	14,	2
	November,	"	-	-	-	656,	19,	3
	December,	"	-	-	-	1152,	8,	0
	January,	1865,	-	-	-	882,	19,	0
	February,	"	-	-	-	433,	16,	3
	March,	"	-	-	-	739,	1,	2
	April,	"	-	-	-	379,	13,	0
	May,	"	-	-	-	245,	13,	1
	June,	"	-	-	-	323,	14,	3
20	July,	"	-	-	-	147,	16,	3
	August,	"	-	-	-	497,	2,	0
	September,	"	-	-	-	821,	8,	3
	October,	"	-	-	-	541,	12,	0
	November,	"	-	-	-	174,	14,	1
	December,	"	-	-	-	301,	5,	2
	January,	1866,	-	-	-	350,	1,	0
	February,	"	-	-	-	640,	19,	2
	March,	"	-	-	-	899,	11,	2
	April,	"	-	-	-	818,	7,	1
30	May,	"	-	-	-	938,	0,	0
	June,	"	-	-	-	1275,	3,	1
	July,	"	-	-	-	912,	19,	3
	August,	"	-	-	-	1138,	11,	2
	September,	"	-	-	-	1402,	8,	1
	October,	"	-	-	-	956,	2,	1
	November,	"	-	-	-	1019,	6,	2
	December,	"	-	-	-	1182,	0,	0

	Tons.	Cwt.	Qrs.
January, 1867, - - - - -	1009,	11,	0
February, " - - - - -	984,	7,	1

This is a correct statement of the ore weighed by me.

WM. MAY.

	Tons.	Cwt.	Qrs.
From February 18th to end of month, 1867,	36,	8,	2
March, 1867, - - - - -	1060,	17,	2
April, " - - - - -	1173,	15,	1

EXHIBIT 1 ON PART OF COMPLAINANTS.

West Bloomfield, Aug. 25th, 1859.

Dear Sister:—I learned from Araminta to-day, that she 10
had conveyed to you the idea that I had still a claim upon
you, for money loaned at various times. This misconception
of hers arose from my mentioning the fact of your having
had money of me in various sums, at different times, during
the year previous to the leasing of the mine; and I said, in
connection with it, that I asked to have it returned to me
from the money obtained as advance rent on the lease, and
it was done. I said that I understood you to feel dissatis-
fied with this, but that I felt it certainly was right that I
should have it, for it was loaned with the understanding that 20
I should have it on call, and it had been of material service
to you, in enabling you to meet current expenses, and also
to keep from your house an execution and levy; Araminta
did not rightly apprehend it. In a letter which Araminta
wrote me before she came down, a month since, she stated
that you said you had placed the deed of your mine in my
hands, to secure it to yourself and children; you may put
that construction on it, if you please. I should give the his-
tory in different words, but the result, as to my claim upon
the property, is all the same, either way. Moneys advanced 30
upon a trust property must, in equity, be refunded before
the property is given up. From what A. said about your
wishing me to agree to your receiving a part of the rents, I
understand you to wish me to hold the property in partner-

ship with you; this I am not disposed to do, for various reasons. I certainly have desired, and do still desire to deal not only justly, but generously with you. It does seem to me a pity that you cannot be left free from the influence of statements calculated to destroy your confidence in me. I can hardly understand your husband's motive in making such representations as I am told he has made to you. Two months since, Edward told me that he would get a statement of the ore account for me; he has renewed the promise
10 from time to time, and yesterday he sent in a communication to Mr. Crane, on account of the ore raised in the last month only. I now ask if I can have the account of the whole amount, as Edward has it, or whether I must apply to Mr. Richards for the account, and make known the fact that Edward withholds it from me? I am sorry—*very sorry*—that I cannot depend upon Edward's assurances; of course, he is under no obligation to do anything for me, but he certainly has no right to keep me from the information I desire, by leading me to expect it through him, and then withhold-
20 ing it after he gets it. Soon after Edward was here—about three weeks since, I believe—he wrote me that he should go to Rockaway the next day, and get the account for July; said he would at once forward it to me, with a proposition that he thought would be satisfactory to us both, and of course I have been in expectation of it from day to day. I said to Edward, as I suppose he told you, that I was willing to come to an agreement at once, as to the proportion of money you should have from the mine in case it is sold, but I could not obligate myself to keep the property and divide
20 the proceeds; this would certainly be doing me a great injustice. I am willing that you shall realize even more for your mine lot than I do for mine, provided I can get my share secured to me at once. I do not recognize any right on your part to decide that I must lie out of the benefit of my due any longer than it is unavoidable.

When I speak of your having a part of the money obtained from the sale of the property, I do not say it because I believe you can equitably claim anything from it, unless it sells for more than double what you have already received

from it; this you will find to be not only my view, but the view of all disinterested business men.

I very much regret that you should try to give the impression to others, that I am disposed to wrong you, for there is no foundation for such a charge. But I must close this, and I do hope you will do me the justice to believe that I am as ever,

Your truly affectionate sister,

ELIZA.

EXHIBIT 2 ON PART OF COMPLAINANTS.

Monday morning, April 2. 10

Dear Sister :—I intended to write you last week, but it seems to be really impracticable for me to do so with my lame arm; it is not much better yet, and, therefore, I shall have to use brevity. Your proposition, through Araminta, was not what I had hoped for, and I cannot understand how you can feel it necessary to call upon either arbitrators or the Chancellor to settle our business, when I am now, and always have been, ready to arrange with you, at some sacrifice of what would be my undoubted rights. For a year past I have been awaiting some proposal from you, and, as yet, have none. In the meantime, I have made you one, which I thought liberal, but I did not get your assent to it. I not only am willing that you should have the benefit of all the counsel which can be obtained, but have urged you to seek it, and I surely know my own heart well enough to believe that all which any disinterested, sensible men would decide, (and much more, indeed,) I stand ready to yield you, without your placing me in an antagonistic position toward you before the world.

As to your getting an injunction from the Chancellor, which would prevent my receiving any benefit from the property, and involve me in an expensive lawsuit, I believe circumstances are such as to prevent what would be a palpable injustice to me in such a course. I have it in my power to show to the Chancellor (or others), evidence conclusive,

from your own acknowledgments, in writing, that I should *justly* have the benefit of it, and, therefore, I hope you will spare yourself the expense and trouble of an ineffectual application.

I am truly sorry that you cannot seem to understand what is certainly a fact, viz., that I have none but the kindest feelings toward you, such as would prompt me to do you all the kindness in my power, consistent with my duty to *myself* and *others*, who have a superior claim upon me.

10 I have been thinking a little of making a proposition to you again, but refrain for the present, feeling that it is not exactly my turn.

Affectionately, your sister,

ELIZA.

EXHIBIT 3 ON PART OF COMPLAINANTS.

West Bloomfield, April 13th, 1860.

Mr. Little—Dear Sir:—In my recent letter to my sister, Mrs. DeCamp, I alluded to a proposition which I had made her in a letter last September or October, which letter she
 20 certainly received, for, at my request, a copy of said letter has been sent to me. My proposition embraced the idea of selling the entire property, and was rejected, I suppose, on that account. I did not then—neither do I now—see any other way of doing, because of the situation of the property, the two lots being united under a lease, it is impracticable to sell them separately—even an undivided share must be sold at a sacrifice. I desire to sell, and if Mrs. DeCamp was in circumstances to purchase the entire property, all difficulty would be obviated; but, as it is, I do not see any way
 30 that she can redeem and retain her original lot. Of course, it would be useless for me to repeat my proposition through you, or to her, personally, unless she abandons that idea.

The answer to the Chancery bill will be arranged and filed as soon as I can see my sister, which will be the first of the coming week, I presume; she has been from home, or it would have been done before this.

Very respectfully yours,

ELIZA A. CRANE.