

New Jersey Court of Errors and Appeals.

Between

ROBERT RENNIE, appellant,

and

WILLIAM CROMBIE and wife and others,
appellees,

} *On bill, &c.*

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### BILL OF COMPLAINT.

IN CHANCERY OF NEW JERSEY.

*To His Honor Oliver S. Halsted, Chancellor of the State of  
New Jersey.*

Humbly complaining, show unto your Honor your orator, William Crombie, and your oratrixes, Isabella his wife and Magdalene Bryce, all of the city of Glasgow, in that part of the kingdom of Great Britain called Scotland, that Archibald Bryce, now deceased, and late of the city, county, and state of New York, on the twenty-first day of March, in the year of our Lord one thousand eight hundred and forty-nine, that being the day on which the said Archibald Bryce executed his last will and testament, herein after set forth, and on the twenty-ninth day of March, in the year of our Lord one thousand eight hundred and forty-nine, that being the day on which the said Archibald Bryce departed this life, and for a long time prior thereto, was jointly interested and concerned, as equal partner, with Robert Rennie, of Lodi, in the county of Bergen, and state of New Jersey, in the business of printing of cloths, and the said Archibald Bryce and Robert Rennie were jointly interested in and jointly and equally owned the works, buildings, water-power, machinery, instruments, tools, fixtures, and lands, which since the decease of the said Archibald Bryce have been used and occupied by the said Robert Rennie at Lodi aforesaid; and the said Archibald Bryce and Robert Rennie were jointly and equally interested as partners in all business in any manner legitimately connected with the

said business of printing cloths, and of selling the same, and in everything relating to the said business and works.

And your orator and oratrixes have been informed and believe, and therefore charge, that the said partnership between the said Archibald Bryce and the said Robert Rennie commenced some time in the year eighteen hundred and forty-five, and that the same continued from that time to the day aforesaid of the death of the said Archibald Bryce, and that during all that period, and on the day of the death of the said Archibald Bryce, he and the said Robert Rennie were the only partners in the said establishment and the only proprietors thereof, and were not only, as such partners, jointly and equally interested in the profits thereof and joint and equal owners in law and in equity of all the lands, buildings, workshops, engines, machinery, tools, and implements of trade, and of all the goods and chattels in the use and possession of the said firm or partnership at Lodi aforesaid, and of the moneys, rights, and chattels of the said firm, but also of all the several pieces, parcels, lots, and tracts and land and premises mentioned and

20 described in the several deeds and conveyances herein after mentioned, that is to say : (1) a deed from James Rennie to Robert Rennie and Peter Rennie, bearing date the tenth day of May, eighteen hundred and thirty-four, and recorded in the clerk's office of the county of Bergen, in Liber M 3 of Deeds for Bergen county, pages 65, &c. ; (2) a deed from Charles Colgate to Robert Rennie, bearing date the thirtieth day of November, eighteen hundred and thirty-eight, and recorded in the clerk's office of the county of Bergen aforesaid, in Liber Z 3 of Deeds for Bergen county, pages 106, &c. ; (3) a deed

30 from Jacob H. Hopper and wife to Robert Rennie, bearing date the first day of November, eighteen hundred and thirty-nine, and recorded in Liber A 4 of Deeds for Bergen county, pages 463, &c., being on the following lands and premises, that is to say : on all that certain tract or parcel of land and premises herein after particularly described, situate, lying, and being in the townships of Lodi and Saddle River, in the county of Bergen, and state of New Jersey, bounded as follows, *viz.* beginning in the middle of the road which leads from the Hackensack and Paterson turnpike road along by the mills of

40 Martin Romine and the print works towards Acquackanonck,

near to and on the immediate north side of the bridge near Kipps brook, and running from thence (1) north, fifty-two degrees west, seven chains and sixty-eight links; thence (2) south, four degrees and thirty minutes west, two chains and thirty-five links; thence (3) north, forty-eight degrees and fifteen minutes west, three chains and sixty-five links; thence (4) north, twenty-eight degrees and forty-five minutes east, twenty-one chains and thirty links; thence (5) north, seventy-six degrees and forty-five minutes east, three chains and eighty links; thence (6) south, twenty-seven degrees and thirty minutes west, two chains; thence (7) south, forty-seven degrees and thirty minutes east, four chains and forty-five links; thence (8) south, twenty-two degrees and thirty minutes west, one chain and fourteen links; thence (9) south, thirty degrees and thirty minutes west, one chain and fifty-six links; thence (10) south, twenty degrees and thirty minutes west, thirteen chains and sixty-seven links; thence (11) south, seventeen degrees and thirty minutes west, four chains and eighty-nine links, to the place of beginning, containing eighteen acres and eight-hundredths of an acre, be the same more or less; (4) a deed from William Nicoll, trustee of the children of John V. D. Brinkerhoff, bearing date the twentieth day of May, eighteen hundred and forty-one, and recorded in the clerk's office of the county of Bergen, in Liber E 4 of Deeds for Bergen county, pages 174, &c.; (5) a deed from Abraham C. Zabriskie and wife to Robert Rennie, bearing date the thirteenth day of May, eighteen hundred and forty-five, and recorded in the clerk's office of the county of Bergen, in Liber H 4 of Deeds for Bergen county, pages 1, &c.; (6) a deed from Richard Stagg and wife to Robert Rennie, dated the thirteenth day of May, eighteen hundred and forty-five, and recorded in Liber H 4 of Deeds for Bergen county, pages 230, &c.; (7) a deed from Richard Stagg and wife to Robert Rennie, dated the sixth day of October, eighteen hundred and forty-five, and recorded in Liber H 4 of Deeds for Bergen county, pages 234, &c.; (8) a deed from Lawrence Vreeland and wife to Robert Rennie, dated the twelfth day of June, eighteen hundred and forty-one, and recorded in Liber H 4 of Deeds for Bergen county, pages 237, &c.; (9) a deed from Lawrence Vreeland and wife to Robert Rennie, dated the thirteenth day of May, eighteen 40

- hundred and forty-five, and recorded in Liber H 4 of Deeds for Bergen county, pages 239, &c. ; (10) a deed from Enoch Hopper and wife to Robert Rennie, dated the thirtieth day of October, eighteen hundred and forty-three, and recorded in Liber H 4 of Deeds for Bergen county, pages 241, &c. ; (11) a deed from Robert S. Gould, administrator of Robert Cook, to Robert Rennie, dated the twenty-sixth day of April, eighteen hundred and forty-seven, and recorded in Liber K 4 of Deeds for Bergen county, pages 52, &c. ; (12) a deed from Abraham
- 10 C. Zabriskie and wife to Robert Rennie, dated the second day of April, eighteen hundred and forty-six, and recorded in Liber K 4 of Deeds for Bergen county, pages 57, &c. ; (13) a release of mortgage from Christian A. Zabriskie to Robert Rennie, dated the second day of April, eighteen hundred and forty-six, and recorded in Liber K 4 of Deeds for Bergen county, pages 59, &c. ; (14) a deed from Richard Stagg and wife to Robert Rennie, dated the eleventh day of April, eighteen hundred and forty-six, and recorded in Liber M 4 of Deeds for Bergen county, pages 674, &c. ; (15)
- 20 a deed from Richard Stagg and wife to Robert Rennie, dated the tenth day of May, eighteen hundred and forty-seven, and recorded in Liber M 4 of Deeds for Bergen county, pages 675, &c. ; (16) a deed from Enoch Hopper and wife to Robert Rennie, dated the twenty-fourth day of April, eighteen hundred and forty-eight, and recorded in Liber M 4 of Deeds for Bergen county, pages 678, &c. ; (17) a deed from Jacob J. Brinkerhoff and wife to Robert Rennie, dated the thirteenth day of April, eighteen hundred and forty-seven, and recorded in Liber M 4 of Deeds for Bergen county, pages 680, &c. ;
- 30 (18) a deed from Enoch Hopper to Robert Rennie, dated the twenty-fourth day of April, eighteen hundred and forty-eight, and recorded in Liber M 4 of Deeds for Bergen county, pages 681, &c. All which property, lands, and premises, although conveyed by the several grantors thereof to the said Robert Rennie and other grantees, as aforesaid, in the deeds mentioned were, as your orator and oratrixes have been informed, believe, and charge, the joint and equal property of the said Archibald Bryce and Robert Rennie, and in equity belonged to the said firm or partnership, and were purchased by or for, or
- 40 were paid for (so far as the same have been paid for) by or

with the joint funds of the said partnership. And further, your orator and oratrixes believe and charge, that on several of the lots or parcels of land in the said deeds mentioned and described improvements were made and buildings erected to a large amount by and out of the joint funds and partnership effects of the said firm.

And your orator and oratrixes further show, that on the twenty-fourth day of April, eighteen hundred and forty-eight, the said Robert Rennie and Mary his wife made, executed, and delivered to the said Enoch Hopper a mortgage on the 10 premises described in the deed last aforesaid from the said Enoch Hopper to the said Robert Rennie, dated said twenty-fourth day of April, eighteen hundred and forty-eight, to secure to the said Hopper the payment of four thousand five hundred dollars, on or before the first day of May, eighteen hundred and forty-nine, with lawful interest thereon, payable half-yearly, which mortgage was, on the first day of August, eighteen hundred and forty-eight, recorded in Book L of Mortgages for Bergen county, pages 270 and 271.

And your orator and oratrixes further show, that on or 20 about the sixth day of November, eighteen hundred and forty-six, the said Robert Rennie and Mary his wife made, executed, and delivered to Orray Taft, Cyrus Taft, and Jabez C. Knight a mortgage on the premises conveyed to the said Robert Rennie by Jacob H. Hopper and wife, by deed dated the first day of November, eighteen hundred and thirty-nine, and which premises are herein before described, which mortgage was, on the tenth day of November, eighteen hundred and forty-six, recorded in Book L of Mortgages for Bergen county, pages 111, &c., to secure the payment of any balance of money on 30 an account current between the said Robert Rennie and the said mortgagees, to be rendered every six months.

And your orator and oratrixes are not informed, and cannot say, whether the debts which the said mortgages are given to secure are or are not properly chargeable to the funds of the said partnership concern; neither are they able to say what amount, if any, is due on the said two mortgages, but leave those interested in the said matters to make such proof in relation thereto as they are able and as they are advised is necessary.

And your orator and oratrixes further show, that the business conducted by the said Robert Rennie and Archibald Bryce was very successful, and the said Archibald Bryce, at the time of his decease, had a large amount due him from the said firm, besides his interest in the works, lands, machinery, tools, stock of finished and unfinished goods, and bills receivable belonging to the said firm.

And your orator and oratrixes further show, that on or about the twenty-first day of March, eighteen hundred and 10 forty-six, the said Archibald Bryce made, published, and declared, under his hand and seal, his last will and testament, which is in the words and figures following, that is to say :

“The last will and testament of Archibald Bryce, of the city of New York, merchant.

I Archibald Bryce aged sixty years and upwards being desirous to provide for the maintenance and comfort of my sisters hereinafter named and for the payment of the Legacies hereinafter specified and at the same time to prevent any interruption or interference of or with the business or concerns 20 of the Lodi Print Works wherein I am jointly interested and concerned with Robert Rennie of Lodi in the state of New Jersey, and also to prevent an injudicious sale of my one undivided third of the property at Bulls Ferry in the said State of New Jersey known as the Leake estate which two properties compose the bulk of my estate do make publish and declare this my last will and testament in manner following that is to say :

I direct that the expenses of my last sickness and funeral be paid in preference to any legacy annuity or devise herein 30 contained.

I direct that my body be interred in my vault in Greenwood Cemetry.

I give and bequeath to my sister Isabella Bryce of Glasgow in that part of the kingdom of Great Britain called Scotland the sum of Two hundred Pounds Sterling yearly and every year during her natural life to be paid in equal semi annual instalments of one hundred pounds each, the first semi annual payment to be made at the expiration of six calendar months next after my death.

40 I give and bequeath to my sister Magdalene Bryce of Glas-

gow aforesaid the sum of Two hundred Pound Sterling yearly and every year during her natural life to be paid in equal semi-annual instalments of one hundred pounds each, the first semi-annual payment to be made at the expiration of six calendar months next after my decease.

I give and bequeath the sum of five thousand dollars to my friend Andrew Macfarlane of the city of New York Merchant if he shall be living at the time of my death as a token of my friendship and esteem to be paid at the expiration of one year next after my decease. 10

I give and bequeath to Nancy Bradley wife of James Bradley of the city of New York Merchant if she shall be living at the time of my death the sum of five thousand dollars to and for her sole and separate use free from the debts engagements and control of her present or any after taken Husband to be paid or invested to or for her at the expiration of one year next after my decease in return for her care and attention to my comfort while a resident in her family And I give her power and authority to dispose of the said Legacy if the same shall vest by any instrument in the nature of a last will 20 and testament notwithstanding her present or any future coverture and without the concurrence of her present or any future husband.

I give and bequeath my wearing apparel, gold watch, household furniture, plate, linen, china, wines, liquors and housekeeping stores whereof I shall die possessed unto the said James Bradley if he shall be living at the time of my decease.

I give unto the said James Bradley and Nancy Bradley and to the children of their body the right of sepulture in my vault 30 in Greenwood Cemetery aforesaid.

All the rest residue and remainder of my property real as well as personal of every kind and description whereof I shall die seized or possessed or whereof I am or shall be entitled to dispose unto the said Robert Rennie of Lodi in the County of Bergen and State of New Jersey, Calico Printer, his heirs and assigns to his and their own use subject nevertheless to the Legacies and annuities aforesaid and I declare him my residuary Legatee.

I expressly charge the aforesaid specified Legacies and an- 40

nuities upon all my property real and personal but I expressly direct that while and so long as the said Robert Rennie shall pay the legacies and annuities aforesaid he shall not be interrupted nor brought to account nor hindered nor molested in any way in carrying on the said business and works as usual.

I appoint the said Robert Rennie and Andrew Macfarlane and the survivor of them or such of them as shall take upon himself the execution of this my will Executors thereof.

10 I hereby revoke all former and other wills and testamentary dispositions by me at any time heretofore made.

In witness whereof I have hereunto set my hand and seal at the city of New York this twenty-first day of March in the year one thousand eight hundred and forty-six.

ARCHD BRYCE, [L. s.]

Which instrument was signed, subscribed, sealed, declared, published, and acknowledged by the said Archibald Bryce to be his last will and testament, in the presence of Fred'k H. Pattison, Godfrey Pattison, and Peter Rennie, and they, in the presence of the said Archibald Bryce, and at his request, and in the presence of each other, thereunto became attesting witnesses, and signed a certificate of attestation in the words and figures following, that is to say :

“ The above instrument, consisting of two sheets, was signed and subscribed and sealed by Archibald Bryce, the testator, in our presence, and was declared, published, and acknowledged by him, in our presence, to be his last will and testament, and we, at his request, and in his presence and in the presence of each other, have signed our names hereto as witnesses.”

30 And after making and executing the said will, on the twenty-ninth day of March, eighteen hundred and forty-nine, the said Archibald Bryce departed this life.

And your orator and oratrixes show, that on the twenty-first day of May, eighteen hundred and forty-nine, the said last will and testament of the said Archibald Bryce was admitted to probate by the surrogate for the county of New York, as and for the last will and testament of the said Archibald Bryce; and the said Robert Rennie and Andrew Macfarlane, of the city of New York, the executors in the said

will named, then took upon themselves the execution of the said will. And the said Robert Rennie and Andrew Macfarlane, as executors as aforesaid, on the twentieth day of June, eighteen hundred and forty-nine, made an inventory, which purported to be an inventory of the personal property of the said Archibald Bryce, deceased, which inventory is in the words and figures following, that is to say :

“Inventory of the personal property of Archibald Bryce, deceased.

|                                             |       |           |
|---------------------------------------------|-------|-----------|
| 1 piece ingrain carpet, 25 yards, at 2 ,    | - - - | \$6 25 10 |
| 1 mahogany bureau (old and broken),         | - - - | 4 00      |
| 6 maple cane-bottom chairs, 3 ,             | - - - | 2 25      |
| 1 mahogany table, - - - - -                 | - - - | 4 00      |
| 6 “ chairs, 24 ,                            | - - - | 18 00     |
| 1 “ frame fire-screen,                      | - - - | 1 50      |
| 1 “ arm chair,                              | - - - | 8 00      |
| 1 “ marble top washstand,                   | - - - | 7 50      |
| 1 imitation curled maple bedstead,          | - - - | 4 00      |
| 1 old feather bed \$2, 1 hair mattress 20 , | - - - | 4 50      |
| 3 blankets and 2 quilts, at 4 ,             | - - - | 2 50 20   |
| 3 pair cotton sheets, 4  a pair,            | - - - | 1 50      |
| 3 “ “ pillow cases, 2  a pair,              | - - - | 75        |
| 1 gold watch, - - - - -                     | - - - | 50 00     |
| Wearing apparel of the testator, - - - - -  | - - - | 75 00     |
|                                             |       | <hr/>     |
|                                             |       | \$189 75  |

New York, June 20th, 1849.

JOHN A. LIVINGSTON, } *Appraisers.*  
NELSON CHASE, }

No moneys, either in specie, bank bills, or other circulating medium, belonging to the testator have come to the hands of 30 the executors.

ANDREW MACFARLANE.”

And the said Robert Rennie, on the twenty-third day of July, eighteen hundred and forty-nine, and the said Andrew Macfarlane, on the twentieth day of July, eighteen hundred and forty-nine, made their respective affidavits that the said inventory contained a true inventory of all the personal property of the said deceased which had come to their know-

ledge, which affidavit was in the words and figures following, that is to say :

“ County of New York, Surrogate’s office, *ss.*—Robert Rennie and Andrew Macfarlane, the executors of the estate of Archibald Bryce, deceased, being duly sworn, say, that the annexed inventory is in all respects just and true ; that it contains a true statement of all the personal property of the said deceased which has come to the knowledge of the deponent, and particularly of all money, bank-bills, and other circulating medium belonging to the said deceased, and of all just claims of the said deceased against the deponent, to the best of the knowledge of the deponent.

ROBT. RENNIE,  
ANDREW MACFARLANE.

Sworn, this 20th day of July, 1850, before me, by Andrew Macfarlane.

WM. RIPLEY, *Com. of Deeds.*

Sworn this 23d day of July, 1849, by Robert Rennie, before me.

WM. RIPLEY, *Com. of Deeds.*”

20 And the said inventory was, on the first day of December, eighteen hundred and forty-nine, filed in the office of the surrogate of the county of New York.

And your orator and oratrixes further show, that your oratrix Isabella Bryce, who was a sister of the said Archibald Bryce, and is the wife of your orator, William Crombie, and your oratrix Magdalene Bryce, who was also a sister of the said Archibald Bryce, together with your orator William Crombie, made and appointed Frederick T. Frelinghuysen and Joseph C. Hornblower their attorneys to collect and re-  
30 ceipt for the annuities due and to grow due to the said Isabella and Magdalene under the said last will of the said Archibald Bryce, and to procure an investment of a sufficient sum to secure the said annuities for the respective lives of the said Isabella and Magdalene, which appointment or power of attorney was in the words and figures following, that is to say :

“ Whereas Archibald Bryce, of the city of New York, merchant, who died on or about the twenty-ninth day of March

last, one thousand eight hundred and forty-nine, by his last will and testament, bearing date the twenty-first day of March, one thousand eight hundred and forty-six, *inter alia*, gave and bequeathed to his sister, Isabella Bryce, of Glasgow, in that part of the United Kingdom of Great Britain and Ireland called Scotland, the sum of two hundred pounds sterling, yearly and every year during her natural life, to be paid in equal semi-annual instalments of one hundred pounds each, the first semi-annual payment to be made at the expiration of six calendar months next after his death. And he thereby also 10 gave and bequeathed to his sister, Magdalene Bryce, of the city of Glasgow aforesaid, the like sum of two hundred pounds sterling, yearly and every year during her natural life, to be likewise paid in equal semi-annual instalments of one hundred pounds each, the first semi-annual payment to be made at the expiration of six calendar months next after his decease. And all the rest, residue, and remainder of his property, real as well as personal, of every kind and description whereof he should die seized or possessed, or whereof he was or should be entitled to dispose, unto Robert Rennie, 20 then of Lodi, in the county of Bergen, and state of New Jersey, calico printer; and he thereby expressly charged the whole specified legacies and annuities thereby bequeathed upon all his property, real and personal, and appointed the said Robert Rennie and his friend Andrew Macfarlane, of the city of New York aforesaid, merchant, and the survivor of them, or such of them as should take upon himself the execution of said last will, executors thereof, revoking all former wills and testamentary deeds or dispositions by him, the said Archibald Bryce, at anytime theretofore made. And which 30 said last will and testament, whereto special reference is hereby made *brevitatis causa*, was duly proved, on the twenty-first of May last past, before Alexander W. Bradford, surrogate of the county of New York, according to law, as and for the last will and testament of the real and personal estate of the said deceased Archibald Bryce, and which said last will and testament and proofs are recorded in said surrogate's office, in Liber ninety-seven of Wills.

Now know all men by these presents, that we, the said Isabella Bryce, now wife of William Crombie, of the city of 40

Glasgow aforesaid, agent, with the special advice and consent of my said husband, and I, the said William Crombie, for myself and my own interest, and as taking burden on me for my said wife, and I, the said Magdalene Bryce, for myself separately and individually, have all and each, and every of us hath, made, named, constituted, authorized, and appointed, as we and each and every of us do make, name, constitute, authorize, and appoint, Frederick T. Frelinghuysen, of Newark, in the state of New Jersey aforesaid, in the United States  
 10 of America, esquire, attorney at law, and the Honorable Joseph C. Hornblower, of the same place, late Chief Justice of the said state, jointly and either of them separately, and both and each of them, to be our several and respective attorneys and attorney, for us and in our names and for our respective interests and behoofs, to use and take all steps and measures whatsoever, both in law and equity, for getting the said executors, and the acceptor or survivor of them, to invest in the government stock and funds of the United States of America, or on mortgages over lands and other real good and sufficient  
 20 security which belonged to the said Archibald Bryce or belonging to third parties, which may be satisfactory to us, such sum and sums of money, the annual lawful interest whereof shall be equal in amount to the foresaid two several and respective annuities of two hundred pounds sterling, each payable, as aforesaid, during the respective natural lives of us, the said Isabella Bryce, otherwise Crombie, and Magdalene Bryce, severally and respectively; and for the moneys so invested to take all requisite vouchers, securities, and documents in the names and for the behoof of us, the said Isabella Bryce, other-  
 30 wise Crombie, and Magdalene Bryce, severally and respectively, to the extent of our said separate and respective annuities as aforesaid. And also to transmit to us, severally and respectively, the several and respective vouchers, securities, and documents for our several and respective sole uses and benefits as aforesaid, whenever the same shall be obtained by them or him. And also with full power and authority to our said attorneys and attorney to demand, sue for, levy, recover, receive, and discharge the whole semi-annual instalments of the foresaid several and respective annuities, as they may and  
 40 shall become due and payable, and to remit the amount there-

of to us, severally and respectively, whenever and so often as the same shall or may be received by them and him for our several and respective proper uses and behoofs, and to take every other step and measure whatever which may be or become or be deemed necessary or proper for the effectual accomplishment of the several and respective uses and purposes herein before mentioned, or any of them, as fully, freely, and effectually, in all respects and to all intents and purposes, as we could do ourselves severally and respectively if personally present, or which to the office of an attorney properly belongs, 10 ratifying hereby and confirming and hereby promising to ratify, allow, and confirm all and whatsoever our said attorneys and attorney, both and each of them, shall or may lawfully do or cause to be done in the premises in virtue of these presents. And we, the said Isabella Bryce, otherwise Crombie, William Crombie, and Magdalene Bryce, do by these presents revoke, countermand, recall, annul, and make utterly void all and every power and powers of attorney heretofore made, executed, or granted by us, or either of us, to all and every person or persons in the United States of America, for 20 the purpose aforesaid.

In witness whereof, we have hereunto severally and respectively set our hands and affixed our seals, at the city of Glasgow aforesaid, the twenty-third day of November, in the year of our Lord one thousand eight hundred and forty-nine.

|                   |         |
|-------------------|---------|
| WILLIAM CROMBIE,  | [L. s.] |
| ISABELLA CROMBIE, | [L. s.] |
| MAGDALENE BRYCE,  | [L. s.] |

Signed, sealed, and delivered, being first duly stamped, in 30 presence of

WILL. FLEMING, of the city of Glasgow, *Solicitor at law*,  
ROB. T. McMASTER, of the city of Glasgow, *Clerk.*”

“GLASGOW, *viz.*—On this twenty-third day of November, in the year of our Lord one thousand eight hundred and forty-nine, personally came and appeared before me, Joseph Cowdin, consul of the United States of America resident in the said city of Glasgow, in that part of the United Kingdom of Great Britain and Ireland called Scotland, William Fleming,

of the said city, solicitor at law, one of the subscribing witnesses to the execution of the foregoing power of attorney, with whom I am personally acquainted, who, being by me duly sworn, did depose and say, that he resides at number eleven Bath-street, in the said city of Glasgow; that he knows William Crombie and Isabella Bryce, otherwise Crombie, his wife, and Magdalene Bryce, also of said city, to be the persons described in, and who executed the said foregoing power of attorney; that he, the said deponent, saw the said

10 William Crombie and Isabella Bryce, otherwise Crombie, and Magdalene Bryce, and each of them, sign, seal, and deliver the foregoing power of attorney as their own several respective voluntary proper acts and deeds for the uses and purposes mentioned in said foregoing power of attorney; that the names or signatures, "William Crombie," "Isabella Crombie," and "Magdalene Bryce," thereto set and subscribed against or opposite the seals to the said foregoing letter of attorney, as the parties executing the same, are of the proper and respective handwriting of the said William Crombie and

20 Isabella Bryce, otherwise Crombie, and Magdalene Bryce; that the said William Crombie and Isabella Bryce, otherwise Crombie, his wife, and Magdalene Bryce severally and respectively acknowledged to him, the said deponent, and to Robert Thomson McMaster, of the said city of Glasgow, clerk, the other subscribing witness to the execution of the said foregoing power of attorney, that they freely and voluntarily executed the said power of attorney for the purposes therein set forth; that the names and signatures "Will. Fleming" and "Rob. T. McMaster," thereto also set and subscribed

30 as the witnesses attesting the due execution thereof, are of the several and respective proper handwriting of him, this deponent, and of the said Robert Thomson McMaster, and were so set and subscribed in the presence of the said William Crombie, Isabella Bryce, otherwise Crombie, and Magdalene Bryce, and in the presence of each other; that to the best of the deponent's knowledge and belief, the said Isabella Bryce, otherwise Crombie, and Magdalene Bryce were the sisters german of Archibald Bryce, deceased, named and designed in the said foregoing power of attorney, and the said William

Crombie to be the husband of the said Isabella Bryce, otherwise Crombie.

WILL. FLEMING.

Sworn to and subscribed, at the city of Glasgow aforesaid, before me, Joseph Cowdin, consul of the United States of America resident in the said city of Glasgow, this twenty-third day of November, in the year of our Lord one thousand eight hundred and forty-nine.

JOSEPH COWDIN, *U. S. Consul residing at Glasgow.*"

"To all to whom these presents shall come, I, the said-Jo- 10  
seph Cowdin, consul of the United States of America resident  
in the said city of Glasgow, in Scotland aforesaid, do hereby  
certify and attest that, on the day of the date hereof, personally  
came and appeared before William Fleming, the deponent  
named and designed in the foregoing affidavit, with  
whom I am personally acquainted, and who, by solemn oath,  
which the said deponent took before me upon the holy evangelists  
of Almighty God, did solemnly and sincerely declare, testify,  
and depose to be true the several matters and things mentioned  
and contained in the said foregoing affidavit; that 20  
he, the said deponent, resides at number eleven Bath-street,  
in the said city of Glasgow, in Scotland; that he, the said deponent,  
knows William Crombie and Isabella Bryce, otherwise Crombie,  
his wife, and Magdalene Bryce to be the persons described in,  
and who executed the said foregoing power of attorney; that he,  
the said William Fleming, deponent, saw the said William Crombie  
and Isabella Bryce, otherwise Crombie and Magdalene Bryce,  
and each of them, sign, seal, and deliver the said foregoing  
power of attorney as their own 30  
several and respective voluntary proper acts and deeds for  
the uses and purposes therein mentioned; that he, the said deponent,  
deposed that the names or signatures "William Crombie,"  
"Isabella Crombie," and "Magdalene Bryce," set and subscribed  
against or opposite the seals to the said foregoing letter of attorney,  
as the parties executing the same, are of the proper and  
respective handwriting of the said William Crombie, Isabella Bryce,  
otherwise Crombie, and Magdalene Bryce; that they, the said  
William Crombie and Isabella

Bryce, otherwise Crombie, his wife, and Magdalene Bryce severally and respectively acknowledged to him, the said William Fleming, deponent, and to Robert Thomson McMaster, of the said city of Glasgow, clerk, that they freely and voluntarily executed the said foregoing power of attorney, for the purposes therein set forth; that the names or signatures, "Will. Fleming" and "Rob. T. McMaster," thereto set and subscribed as the witnesses attesting the due execution thereof, are of the several and respective proper handwriting of him, the said William  
 10 Fleming, deponent, and of the said Robert Thomson McMaster, and were so set and subscribed in the presence of the said William Crombie and Isabella Bryce, otherwise Crombie, and Magdalene Bryce, and in the presence of each other; that to the best of the said William Fleming, the deponent's, knowledge and belief, the said Isabella Bryce, otherwise Crombie, and Magdalene Bryce were the sisters german of the deceased Archibald Bryce, described in the said foregoing power of attorney, and the said William Crombie to be the husband of the said Isabella Bryce, otherwise Crombie. I further  
 20 certify, that the said William Crombie and Isabella Bryce, otherwise Crombie, and Magdalene Bryce are all known to me to be the persons named in, and who executed the said foregoing power of attorney, to whom I made known the contents thereof, and thereupon they and each of them, in my presence, severally and respectively acknowledged that they did sign, seal, and deliver the said foregoing power of attorney as their own several and respective voluntary proper acts and deeds for the uses and purposes therein mentioned. And the said Isabella Bryce, otherwise Crombie, acknowledged, on  
 30 a private examination apart from her husband, that she executed the said foregoing power of attorney freely and without any fear of or compulsion from her husband.

In faith and testimony whereof, I, the said Joseph Cowdin, consul of the United States of America, have hereunto subscribed my name and affixed my seal of office the twenty-third day of November, in the year of our Lord one thousand eight hundred and forty-nine.

[L. s.]

JOSEPH COWDIN,

*United States consul resident in Glasgow.*

Which said power of attorney has been recorded in the office of register of the city and county of New York, in Liber 6 of Powers of Attorney, page 131."

And your orator and oratrixes further show, that the said Frederick T. Frelinghuysen and Joseph C. Hornblower, the attorneys aforesaid of your orator and oratrixes, on the receipt of the said power of attorney, and after the acceptance of the same, and about the first day of February, eighteen hundred and fifty, visited the said Robert Rennie at Lodi, where he then still carried on the business of printing at the said print works, and having exhibited the said power of attorney to him, requested payment of the said annuities in the name of your orator and oratrixes, and that the said Robert Rennie did not at all question his obligation to pay the same, or deny that they were properly chargeable on the estate of the said Archibald Bryce, or deny the ability of the estate to pay and to secure the same, but acknowledged the claim, said it was all right, and then stated that he would certainly pay the annuities, which were then past due, (the same having become due on the twenty-ninth day of September previous) in 10 a few days, as soon as he could make arrangements therefor in the city of New York, and also stated that he thought he would at the same time anticipate and pay the annuities which would be due on the twenty-ninth of March then ensuing. 20

And your orator and oratrixes further show, that they are informed and believe, and therefore charge, that the said Robert Rennie, in the whole course of that interview with the said attorneys, never questioned the right and interest of the said testator, as such partner as aforesaid, in and to the said 30 print works and property aforesaid at Lodi, nor expressed any doubt or uncertainty as to the regular payments of the said annuities, as they should subsequently and successively become due. He said nothing in relation to any indebtedness or insolvency of the firm at the time of the testator's death, gave no hints or intimation that the payment of the said annuities thereafter would depend upon any condition or contingency, or upon any liquidation of the accounts and affairs of the said partnership concern, or upon any statement of accounts in relation to the same, as between him and the said testator; but 40

on the contrary, by his frank and unreserved manner and conversation, gave your orator's and oratrixes' said agents and attorneys to understand, and permitted them to return home under the firm belief and confidence, that the said Robert Rennie not only recognised the right of your said oratrixes to the said annuities, as they should become due, and his obligation to pay the same, but that there was in his hands a sufficiency of the estate of the said testator to enable him to do so.

And your orator and oratrixes further show, that at that interview the said Robert Rennie made an appointment with the said attorneys of your orator and oratrixes to meet them, on or about the eighth day of February, eighteen hundred and fifty, at the office of Nelson Chase, esquire, counsellor at law in the city of New York, who was the counsel of the said Rennie and of the said Rennie and Macfarlane, executors as aforesaid, there to make the proposed payment, and that the said attorneys of your orator and oratrixes, at the time so appointed, did call at the office of the said Nelson Chase, esquire, and there met the said Robert Rennie, and received the annuities due to your oratrixes on the said twenty-ninth day of September, eighteen hundred and forty-nine, the said Robert Rennie then stating that he could not then conveniently anticipate the payment of the annuities which were to fall due on the twenty-ninth day of March then ensuing, as he had proposed, and at the same time, upon the suggestion of his counsel, Mr. Chase, stating that it would not be safe for him to make such payments in advance, as the annuitants might not be in life when the next instalments should become payable; and the annuities which had so fallen due on the twenty-ninth day of September, eighteen hundred and forty-nine, were by your orator's and oratrixes' said attorneys duly remitted to your orator and oratrixes.

And your orator and oratrixes further show, that the said Nelson Chase then had the said power of attorney duly recorded in the proper office in the city of New York, for the purpose of perpetuating the same, and informed your orator's and oratrixes' said attorneys that he would, on behalf of the said executors, require from time to time, as the said annuities fell due, an affidavit showing that the said annuitants, the said Isabella and Magdalene, were at the times the said annuities fell due still in life.

And your orator and oratrixes further show, that your orator and oratrixes, after the twenty-ninth day of March last, when the second payment of the said annuities became due and payable according to the terms of the said will, namely on the thirtieth day of the said month of March, caused an affidavit to be made, in the city of Glasgow aforesaid, by William Fleming, esquire, of that city, before the American consul resident therein, setting forth that the said affiant knew and was personally acquainted with your oratrixes, and that they were both in life on the day of making the said affidavit, which 10 affidavit, duly certified and attested by the said consul under his signature and seal of office, was immediately forwarded by your orator and oratrixes to their said attorneys, the said Frelinghuysen and Hornblower, and now remains in their hands ready to be exhibited to this honorable court, and to which, for greater certainty, your orator and oratrixes beg leave to refer themselves.

And your orator and oratrixes further show and charge, that their said attorneys, upon or soon after the receipt by them of the said affidavit, that is to say some time in the month of April last, went to the office of the said Nelson Chase, the attorney or counsel and legal adviser of the said Robert Rennie and Andrew Macfarlane, the said executors of the last will and testament of the said Archibald Bryce, in the city of New York, (and to whom the said Robert Rennie had referred the said attorneys of your orator and oratrixes as his agent in this matter, and fully authorized by him to act and speak for him in regard to everything touching the estate of the said testator and the payment of the said annuities) and presented to him, the said Nelson Chase, the said affidavit, re- 30 questing him at the same time to see or correspond with the said executors, and fix a time when they would pay to the said attorneys the annuities, or instalments thereof, which had become due to your oratrixes on the said twenty-ninth day of March then last past.

And your orator and oratrixes are informed and believe, and therefore charge, that the said Nelson Chase admitted that the affidavit so shown to him by the said attorneys was sufficient and satisfactory, or at least that he appeared so to consider it, for he took no exceptions to it, either in substance or form, but 40 immediately informed your orator's and oratrixes' said attor-

neys that no more money would be, or that no more money could be, paid by the said Robert Rennie or by the executors of the said Archibald Bryce to your said oratrixes for or on account of the said annuities; that the said Robert Rennie had become insolvent, or had been obliged to stop payment, and was making arrangements to wind up and close the concerns and business of the said print works at Lodi; that Orray Taft, Cyrus Taft, and Jabez C. Knight (the mortgagees named in the mortgage herein before stated to have been given by the said  
 10 Robert Rennie and his wife to the said Orray Taft, Cyrus Taft, and Jabez C. Knight) had refused to make any further advances to the said Robert Rennie, and were about to foreclose the said mortgage, and the said Nelson Chase gave your orator's and oratrixes' said attorneys distinctly to understand that they need never expect to receive any further payment from the said executors for or on account of the said annuities, or of either of them, unless such payment or payments were coerced at the end of a lawsuit or other litigation upon the subject.

20 And your orator and oratrixes further show, that soon after the interview and conversation last aforesaid with the said Nelson Chase, that is to say, on or about the twenty-first day of May last, the said Joseph C. Hornblower, one of the attorneys of your orator and oratrixes, called on the said Andrew Macfarlane, one of the said executors named in the said will of the said Archibald Bryce, at his counting-house or place of business in the city of New York, and informed him that he came to have some conversation with him in relation to the will of Archibald Bryce, whereupon the said Andrew Macfar-  
 30 lane admitted that he was one of the executors named therein, and that he had joined with the said Robert Rennie in proving the said will in the city of New York as such executor, but said he had never read the said will, though he had heard it read. Upon being inquired of, by the said Joseph C. Hornblower, as to the condition and character of the estate of the said Archibald Bryce, the said Andrew Macfarlane replied, that he knew nothing about the said estate; that the business was in the hands of the said Nelson Chase, who was the agent and counsel of the said executors, to whom he referred your  
 40 orator's and oratrixes' said attorney, Joseph C. Hornblower,

and added, that he (the said Macfarlane) had taken no part in the management of the affairs of the said estate; that Mr. Chase was fully authorized to act and speak for the executors, and that whatever he said or did in relation to the matter would be recognised by them, and might, by your orator and oratrixes and their said attorneys, be considered as the saying and doing of the executors in reference to the said estate, or words to that effect; and your orator and oratrixes further show, that in the said interview between their said attorney, Joseph C. Hornblower, and the said Andrew Macfarlane, their 10  
said attorney gave him distinctly to understand that he and the said Frederick T. Frelinghuysen were the attorneys in fact of your orator and oratrixes, with authority to receive the said annuities for them, and that, as legal proceedings might become necessary to enforce the payment of the said annuities, they, the said attorneys, had thought it right that they, or one of them, should see him personally, and inquire why the said legacies or annuities could not be paid, and what was the condition of the estate of the said Archibald Bryce before taking 20  
any legal steps or instituting any proceedings to compel payment thereof; in answer to all which the said Andrew Macfarlane very civilly replied, that it was all very proper, but that he knew nothing about it, or words to that effect; on being further inquired of whether the executors had in their possession the original will, the said Andrew Macfarlane said it was not in his possession, but he believed or supposed Mr. Chase had it; and upon being told by our said attorney that it ought to be proved and put on record in the state of New Jersey, where a great part of the testator's property was situated, and that your orator's and oratrixes' said attorneys should re- 30  
ferred them to be done, the said Andrew Macfarlane again referred them to the said Mr. Chase.

And your orator and oratrixes further show, that after the aforesaid interview and conversation between the said Andrew Macfarlane and their said attorney, Joseph C. Hornblower, both of their said attorneys in fact, in company with each other, called on the said Robert Rennie, and had a personal interview with him at the print works at Lodi aforesaid, and then and there demanded payment of the instalments of the said annuities which by the will of the said Archibald 40

Bryce became due and payable to your said oratrixes, respectively, on the twenty-ninth day of March now last past ; but the said Robert Rennie refused to pay the same, or any part thereof, and gave as a reason therefor, that the firm or partnership, which he then admitted had subsisted between him and the testator up to the time of the testator's death, was insolvent, and unable to pay its debts at the time of the said testator's death.

And your orator and oratrixes further show, that the said  
 10 Archibald Bryce, at the time of making his said will, and also at the time of his death, was the owner in fee simple in his own right of one equal undivided third part of certain lands at a place called Bulls ferry, in the county of Hudson, in the state of New Jersey, known as the Leake estate, which, together with all his other property, real as well as personal, the said testator, in and by his said will, expressly charged with the payment of the several legacies and annuities in his said will specified and given, and your orator and oratrixes are advised, and therefore respectfully insist, that the said Robert  
 20 Rennie and his said coexecutors, having neglected and refused to pay to your oratrixes their said annuities, they are entitled to have the said share of the said testator in the said Leake estate sold under the decree and direction of this court, and the proceeds thereof invested or put at interest for the payment to your said oratrixes of their said annuities, as the same may respectively become due and payable.

And your orator and oratrixes further show, that they have no personal knowledge of or acquaintance with the said James  
 30 Bradley and Nancy his wife, the other legatees named in the said will of the said testator, nor do your orator and oratrixes, or either of them, know whether the said James Bradley and his said wife, or either of them, are living, or whether they have been paid or otherwise satisfied of their said legacies, or have relinquished the same, but your orator and oratrixes exhibit this their bill for an account and for the payment of their said annuities, as well for themselves as for the said other persons interested under the will of the said testator as may come in and present their claims to this court and contribute to the prosecution thereof and the expenses incident  
 40 thereto under the direction of this court.

And your orator and oratrixes further show and charge, that the said executors have utterly neglected their duty as such executors as aforesaid ; they have not, as your orator and oratrixes believe and charge, made or filed in the proper office in New York or elsewhere a just and true account of the personal estate of the said testator, nor have they there or elsewhere ever stated, exhibited, or settled their accounts as such executors, but they, or the said Robert Rennie, with the knowledge, consent, or permission of the said Andrew Macfarlane, have ever since the death of the said testator gone on to use, 10 enjoy, and dispose of for their own advantage all the personal estate and property of the said testator, without having any regard to the rights of your oratrixes in the said estate or to their obligations and duties as such executors as aforesaid.

And your orator and oratrixes well hoped that the said Robert Rennie and Andrew Macfarlane, executors as aforesaid, or one of them, would have paid to your orator's and oratrixes' said attorneys the said annuities or semi-annual instalments which became due and payable to your said oratrixes, respectively, on the twenty-ninth day of March last, as herein 20 before stated, and would have invested on good security for the benefit of your oratrixes such sum of money as would yield and give an annual interest equal to the annuities so coming as aforesaid to your oratrixes, as in justice and equity they ought to have done ; but now so it is, may it please this honorable court, that the said Robert Rennie and Andrew Macfarlane not only refuse to pay the said sums of money which so as last aforesaid became due to your said oratrixes respectively, or any part thereof, and to make the said investment, but neglect and refuse to render to your orator and ora- 30 trixes, or to their said agent and attorneys in fact for them, any account of the estate of the said testator, either real or personal, or to come to any settlement either with your orator and oratrixes, or with their said attorneys, or before the Orphans Court of the said county of Bergen, in which the largest part of the estate, real and personal, of the said testator at the time of his death was situated, or before any proper and competent tribunal of and concerning the property and estate of the said testator or of their disposition and administration thereof, thus leaving your orator and oratrixes in ignorance of 40

the true state and condition of the property and estate of the said testator, the said executors well knowing that your orator and oratrixes, as the fact is, are foreigners residing in the city of Glasgow, in Scotland, and that they resided there before and at the time of the death of the said testator, and consequently that they are and must remain ignorant of the nature and extent of the estate of the said testator and of the manner in which the said executors have administered and disposed of the same, except so far as they can collect a know-

10 ledge of those matters from the will of the said testator, the public records, and such information and discoveries as they can elicit from the said executors. And the said executors also neglect and refuse to prove the said will of the said Archibald Bryce in this state, and to cause the same to be put on record here, where, as before stated, the greatest part of the property and estate of the said testator was situated at the time of his death, so that your orator and oratrixes cannot cite them to account in the Orphans Court or sue them at law in any court of this state, as executors of the said Archibald Bryce, for the

20 said legacies or annuities, as the same become due and payable. And for such their unjust and inequitable conduct, the said Robert Rennie and Andrew Macfarlane make many frivolous, untrue, and unfounded allegations and pretences, sometimes alleging and giving out in speeches, that your orator and oratrixes, nor either of them, have ever given or tendered to them such refunding bonds as by law they have a right to require before they can be called upon to pay any legacy or annuity given by the will of the testator, whereas your orator and oratrixes insist, that upon the payment, in manner afore-

30 said, by the said executors of the first instalments of the said annuities no such bond was required, nor any intimation given by them that any such bond or bonds would be required, for any after accruing instalments of the said annuities, but on the contrary, the said first instalments were promptly paid by the said executors upon the same being demanded by the said attorneys of your orator and oratrixes, and under such circumstances as induced your orator and oratrixes and their said attorneys to understand that the said executors admitted assets and property of the said testator in their hands or under their

40 control sufficient to pay the said annuities so long as your ora-

trixes, or the survivor of them, should live; but your orator and oratrixes are advised, and insist that it was not necessary for them to give or tender to the said executors any refunding bond or bonds previous to filing this their bill of complaint in this court, inasmuch as the said executors had denied that they had any assets or funds in their hands or within their control applicable to the payment of the said annuities, or wherewith they could pay the same or any part thereof; and your orator and oratrixes are advised and insist, that the giving or tendering of such bonds upon the commencement of 10 this suit was unnecessary, since its very object and design is to obtain a discovery of the condition of the testator's estate, a settlement of the accounts of the said executors in regard thereof, and to ascertain whether there is any property or estate of the testator in the hands or within the power of the said executors applicable to the payment of the said annuities, and in case any such assets or estate shall be found to be in the hands of the said executors, to have the same paid and secured to your said oratrixes in satisfaction of the instalments now due and to grow due to them under the direction of this 20 court.

At other times the said executors set up and pretend, that the estate, real and personal, of the said testator at the time of his death was very limited and of trifling value; that in the city of New York, where the testator died, and where they have proved the said will, the testator left no property, except to the very trifling extent and value set forth in the inventory and appraisement so as aforesaid made and filed by them in the surrogate's office in that city, whereas your orator and oratrixes, judging not only from the contents of the said 30 will of the said testator, which was made only about three years before his death, and in which he made large and liberal bequests to the said Andrew Macfarlane and to one Nancy Bradley, the wife of James Bradley, amounting in the whole to upwards of ten thousand dollars; but from information derived from other sources, do believe, and therefore charge, that the said testator, at the time of his death or very shortly before that event, was a householder in the said city of New York, and was the owner and in possession of a large personal

estate, consisting of moneys, securities for money, stocks, furniture, plate, wines, and other property.

And your orator and oratrixes further charge, that at the time of the death of the said testator, the said testator and the said Robert Rennie had a very large amount of property connected in various ways with their said partnership business, and that ever since the death of the said testator, the said Robert Rennie has continued to use the same, and has been doing therewith an extensive and prosperous business, making  
 10 no change in the said property, excepting to erect other and more extensive buildings on the said real estate so as aforesaid belonging to the said testator and the said Robert Rennie.

And then, again, the said executors deny that the said testator, at the time of his death, had either in law or in equity any title to or interest in the several tracts or parcels of land and real estate, herein before mentioned or referred to, situated at Lodi, in the said county of Bergen, or of, in, or to any part or parcel thereof, but that the same belongs absolutely and exclusively to the said Robert Rennie in his own right, whereas  
 20 your orator and oratrixes have always understood, been informed, and believe, and therefore expressly charge, that the said testator, before and at the time of his death, was not only "jointly interested and concerned," as the said testator in his said will declares himself to be, with the said Robert Rennie "in the business and concerns of the Lodi print works" but, also, that he was, as herein before stated, joint owner with the said Robert Rennie of the lands, buildings, and real estate whereon and wherein the said print works were carried on, and of the water-power, engines, machinery, and implements  
 30 of trade used in the same, but, also, of the several tracts, lots, and parcels of land, and the buildings thereon, mentioned and described in the said several deeds and conveyances herein before referred to.

At other times the said Robert Rennie and Andrew Macfarlane, or one of them, give out and pretend that the said partnership between the testator and the said Robert Rennie, at the time of the death of the said testator, was insolvent to a large amount, and that consequently there were no assets in their hands wherewith to pay to your oratrixes their said an-  
 40 nuities, whereas your orator and oratrixes believe, not only

from the conduct and admissions, express and implied, of the said Robert Rennie when he was applied to for payment of the first instalment of the said annuities, and when he paid the same, and from other circumstances and information, and therefore charge, that at the death of the said testator, by which event the said partnership was dissolved, the said partnership was not insolvent, but that the same was worth much more than sufficient to pay all its debts, and that upon a settlement of the accounts of the said partners, between them and their creditors and between the said Robert Rennie and his said testator's estate up to that period, there would have been found in the hands of the said Robert Rennie, as surviving partner of the said testator, assets sufficient to pay the said annuities; and your orator and oratrixes are advised that the said executors ought to have proved the said will in Bergen county, in this state, where the said partnership property was situated and the said Lodi print works were carried on, as well as in the city of New York, where they did prove the said will; and that the said executors ought, in the fair and lawful discharge of their duty as such executors, long before this time to have settled their accounts in both places, so as to have been able to exhibit to your orator and oratrixes a true and satisfactory statement of the affairs and condition of the said estate, which they have hitherto refused or neglected to do, so that your orator and oratrixes have no means to call the said executors to account or enforcing their rights under the will of the said testator but by invoking the aid of this court. 10

All which pretences, actings, and doings of the said Robert Rennie and Andrew Macfarlane are contrary to equity and good conscience, and tend to the manifest injury and oppression of your orator and oratrixes. 30

In tender consideration whereof, and for that your orator and oratrixes are remediless in the premises by the rules and practice of the courts of common law, and can only have adequate remedy and relief in this court, where such matters are properly cognizable, and where discovery may be had and accounts stated and settled.

To the end, therefore, that the said Robert Rennie and Andrew Macfarlane, and the said Enoch Hopper and the said Or-ray Taft, Cyrus Taft, and Jabez C. Knight, and their confede- 40

rates, when discovered, may, upon their several and respective  
 corporal oaths, true, full, and perfect answers make to all and  
 singular the matters and things herein before stated, and that as  
 fully, specifically, and particularly, in every respect, as if the  
 same were herein repeated, and they and each of them thereunto  
 specially interrogated paragraph by paragraph, with names,  
 dates, and all attending circumstances, and that the said exe-  
 cutors may be decreed to account of and concerning the estate  
 of the said Archibald Bryce which has come to their hands,  
 10 or which might and ought to have come to their hands to  
 be administered, that they may set forth and show the true  
 state of the partnership accounts of the said partnership be-  
 tween the said testator and the said Robert Rennie, and be-  
 tween them and the creditors of the said partnership, at the  
 time of the death of the said testator and in relation to the  
 said real estate, as well so much thereof as was in the actual  
 possession of the said partnership and as was used and occu-  
 pied by them in carrying on the said print works, in the dif-  
 ferent branches and departments thereof, as in the said several  
 20 other tracts, lots of land, real estate, and premises herein be-  
 fore referred to and mentioned in the several deeds and con-  
 veyances herein before stated, and may discover and set forth  
 whether the said testator had not, before and at the time of  
 his death, a right, title, and interest, either at law or in equity,  
 to some and to what extent, and in and to which of the said  
 lands and premises he had such interest, and the value thereof,  
 and whether the said mortgage, so as aforesaid given by the  
 said Robert Rennie to the said Enoch Hopper, and the said  
 mortgage so as aforesaid given by the said Robert Rennie to  
 30 the said Orray Taft, Cyrus Taft, and Jabez C. Knight, or either  
 and which of them, was given by and with the knowledge,  
 consent, and approbation of the said Archibald Bryce, or for  
 his benefit, and whether anything, and if anything, how much  
 was due and owing thereon and on each of them, respectively,  
 at the time of the said testator's death, and whether at that  
 time they constituted any lien or charge upon his estate, and  
 if so how and why or on what account they constituted such  
 charge; and that the said executors or the said Robert Rennie  
 may render an account for the rents and profits and for the  
 40 use and enjoyment by lien of all the real estate, the water-

power, the machinery, the goods, chattels, tools, and imple-  
ments of trade which belonged to the said partnership, and  
which have been in the possession of, been used, employed,  
and enjoyed at the said Lodi print works, or elsewhere, by the  
said Robert Rennie ever since the death of the said testator;  
and that the said executors may be decreed to furnish your  
orator and oratrixes with a just and true inventory of such  
estate and property and of the debts due to and the rights and  
credits of the said partnership at the time of the death of the  
said testator, or that they exhibit such inventory and state- 10  
ment to this court; that the said executors also discover, and  
state and exhibit to this court, a true account and inventory of  
the goods, chattels, rights and credits, moneys and effects, of  
the said testator which have come to their knowledge or pos-  
session, or which might by proper attention and diligence on  
their part have come to their hands or possession, and may  
render an account of what they have done with or how they  
have disposed of the same; that they may be decreed to prove,  
or otherwise cause to be proved and put on record in the sur-  
rogate's office of the said county of Bergen, the said last will 20  
and testament of the said Archibald Bryce, or to deliver the  
said original will to your orator and oratrixes, or to their said  
attorneys, to be proved and recorded in this state, as they may  
be advised in relation thereof; that the said executors may be  
decreed to account with your orator and oratrixes in this court,  
and under the direction thereof, of and concerning the said  
estate of the said testator, and not only to pay to your ora-  
trixes the moneys now due and that may become due to them  
for and on account of the said annuities, but to secure by pro-  
per investment under the direction of this court the prompt 30  
payment of all such future annuities or instalments thereof as  
may become due in the lifetime of your oratrixes, or either of  
them; and that the said testator's interest in all the aforesaid  
lands and real estate, as well as in the said lands at Bulls fer-  
ry, called the Leake estate, may be sold under the decree and  
direction of this court, and the proceeds thereof applied to or  
invested for the payment of the said annuities; that if the said  
mortgages, so as aforesaid given to the said Enoch Hopper  
and to the said Orray Taft, Cyrus Taft, and Jabez C. Knight,  
are still outstanding and unsatisfied, in whole or in part, and 40

if they are of lands and property belonging to the said late partnership, and if they have been given with the consent of the said testator for money due from the said firm, that an account may be taken of the moneys due thereon at the time of the death of the said testator, and that the same may be decreed to be paid out of the said partnership funds, with interest from that time; that in the mean time the said executors, Robert Rennie and Andrew Macfarlane, and each of them, may be enjoined from any further meddling with the said  
 10 partnership property and estate in this state, from further using the said partnership property, and from selling or otherwise disposing of any of the said partnership property and estate, real or personal, until the further order of this court; and that a receiver or receivers be appointed by this court to demand, receive, and take possession of the whole of the said partnership estate and effects in this state, to hold, manage, take care of, and dispose of the same, as this court shall direct.

May it please this honorable court, the premises considered, to grant unto your orator and oratrixes not only a writ or  
 20 writs of subpoena, to be directed to the said Robert Rennie and Andrew Macfarlane, Enoch Hopper, Orray Taft, Cyrus Taft, and Jabez C. Knight, commanding them and each of them, on a certain day and under a certain penalty therein to be inserted, personally to be and appear before your Excellency in this honorable court, then and there to answer all and singular the premises, and to stand to and abide such order and decree therein as to your Excellency shall seem meet and shall be agreeable to equity and good conscience, but also such  
 30 writ of injunction, in the form above expressed or in such modified form as this court may direct, and that your orator and oratrixes may have such further and other relief in the premises as the justice and equity of the case may require.

And your orator and oratrixes will ever pray, &c.

T. FRELINGHUYSEN, JUN.,  
*Solicitor and of counsel with the complainants.*

State of New Jersey, *ss.*—Joseph C. Hornblower, of the city of Newark, in the county of Essex, and state of New Jersey, counsellor at law, and who in the foregoing bill of complaint is named and stated to be one of the attorneys in fact

of William Crombie and Isabella his wife, and Magdalene Bryce, the complainants in the said bill named, being duly sworn before me, David A. Hayes, one of the masters in Chancery in this state, deposeth and saith, that he has seen and perused what he believes to be duly certified copies or exemplifications of the last will and testament of Archibald Bryce, deceased, in the said bill of complaint mentioned, and of the probates thereof by the said Robert Rennie and Andrew Macfarlane, in the said bill of complaint mentioned as executors 10 of the said will, before the surrogate of the city and county of New York, and of the inventory of the personal estate of the said testator, made and sworn to before the said surrogate, and filed by him in his office, and that he believes the said several documents are truly copied or transcribed, or at least substantially in every material part thereof set forth in the said bill of complaint.

And the said Joseph C. Hornblower further deposeth and saith, that he and the said Frederick T. Frelinghuysen, in the said bill of complaint named, did receive such power or letters of attorney as in the said bill of complaint is stated and set 20 forth from the complainants in the said bill of complaint named, and that they accepted the power and trust thereby committed to them, and have acted thereunder as in the said bill of complaint is set forth; that the matters and things set forth in the said bill, so far as they relate to the actings and doings of him, this deponent, and of the said Frederick T. Frelinghuysen, when they were acting together in the presence of each other, and so far as they relate to the interviews and conversations between them and the said Robert Rennie and the said Nelson Chase, in the said bill of complaint named, are true as 30 in the said bill of complaint set forth, and so far as relates to the interview and conversation between him, this deponent, and the said Andrew Macfarlane, the same is true as stated and set forth in the said bill.

JOS. C. HORNBLOWER.

Sworn to and subscribed before me, at Newark, this 30th of September, 1850.

DAVID A. HAYES, *M. C.*

State of New Jersey, *ss.*—Frederick T. Frelinghuysen, sen., of the city of Newark, in the county of Essex, and state of

New Jersey, and who in the foregoing bill of complaint is named and stated to be one of the attorneys in fact of William Crombie and Isabella his wife and Magdalene Bryce, the complainants in the said bill named, being duly sworn before James Ewing, one of the masters of the Court of Chancery of this state, deposeth and saith, that he hath seen and perused what he believes to be duly certified copies or exemplifications of the last will and testament of Archibald Bryce, deceased, in the said bill of complaint mentioned, and of the probate thereof by the said Robert Rennie and Andrew Macfarlane, in the said bill of complaint mentioned as executors of the said will, before the surrogate of the city and county of New York, and of the inventory of the personal estate of the said testator, made and sworn to before the said surrogate, and filed by him in his office, and that he believes the said several documents are truly copied or transcribed, or at least substantially, in every material part thereof, set forth in the said bill of complaint.

And the said Frederick T. Frelinghuysen, sen., further deposeth and saith, that he and the said Joseph C. Hornblower, in the said bill of complaint named, did receive such power or letters of attorney as in the said bill of complaint is stated and set forth from the complainants in the said bill of complaint named, and that they accepted the power and trusts thereby committed to them, and have acted thereunder, as in the said bill of complaint is stated and set forth; that the matters and things set forth in the said bill, so far as they relate to the actings and doings of him, this deponent, and of the said Joseph C. Hornblower, when they were acting together and in the presence of each other, and so far as they relate to the inter-views and conversations between them and the said Robert Rennie and the said Nelson Chase, in the said bill of complaint named, are true, as in the said bill of complaint set forth; that the statement in the said bill in relation to the payment and to the nonpayment of annuities by the said Robert Rennie are true.

FRED'K T. FRELINGHUYSEN, SEN.

Sworn and subscribed before me, at Trenton, this 2d October, 1850.

JAMES EWING, M. C.

Filed October 2, 1850.

GUMMERE, *Clk.*

## ANSWER.

IN CHANCERY OF NEW JERSEY.

*To his Honor Oliver S. Halsted, Chancellor of the State of New Jersey.*

The answer of Robert Rennie, one of the defendants to the bill of complaint of William Crombie and Isabella his wife and Magdalene Bryce, complainants.

This defendant, now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainant's said bill of complaint contained, for answer thereunto, or unto so much and such parts thereof as this defendant is advised is material for him to make answer unto, this defendant answers and says, that he denies that Archibald 10 Bryce, in said bill named, was at the time of making his will, in said bill of complaint mentioned, or at the time of his death, or at any other time, jointly interested or concerned as an equal, or otherwise, as a partner with this defendant in the business of printing cloths, or that the said Archibald Bryce was jointly or equally, or otherwise interested in, or owned with this defendant or otherwise, the works, buildings, water-power, machinery, instruments, tools, fixtures, or lands, or any or either of them, which have been used or occupied by this defendant at Lodi since the death of the said Archibald Bryce; 20 and this defendant denies that the said Archibald Bryce was jointly, equally, or otherwise interested as a partner with this defendant in all or any business connected with the said business of printing cloths, or in selling the same, or in anything relating to the said business or works.

And this defendant denies that a partnership commenced between the said Archibald Bryce and this defendant in the year 1845, or at any time, or that any partnership existed or continued between them up to the time of the death of the said Archibald Bryce, or at any other time; and he denies that the 30 said Archibald Bryce and this defendant were partners in the said establishment, and he denies that the said Archibald Bryce was a proprietor thereof, with this defendant or otherwise, or

that the said Archibald Bryce was jointly or equally, or otherwise, interested with this defendant in the profits thereof, or that the said Archibald Bryce was a joint, equal, or in any way an owner, in law or equity, of any of the lands, buildings, workshops, engines, machinery, tools, implements of trade, or of any goods or chattels, at Lodi aforesaid or elsewhere, or of any moneys, rights, or chattels, and this defendant denies that the said Archibald Bryce was in copartnership or a copartner with him, this defendant, as charged in the said bill of complaint or otherwise, or that the said Archibald Bryce was  
 10 owner of or interested with this defendant, or otherwise, of, in, or to any of the pieces, parcels, or tracts of land or premises mentioned, described, or referred to in the said bill of complaint, or mentioned, described, or referred to in the deeds or conveyances mentioned in the said bill of complaint, or any of them; but, on the contrary thereof, this defendant says, that the said several pieces, parcels, and tracts of land and premises, and the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, belong  
 20 solely to this defendant, and did so belong to him long prior to the making of the will of the said Archibald Bryce, and also long prior to the death of the said Archibald Bryce, and also at his death; and that the said buildings, workshops, engines, machinery, tools and implements of trade belong solely to this defendant, and were solely owned by him long prior to the making of the will of the said Archibald Bryce, and also prior to the death of the said Archibald Bryce, and also at his death.

And this defendant further denies that the said property,  
 30 lands, and premises mentioned in the said bill of complaint, and in the deeds therein referred to, or any or either of them, ever were the joint or equal property of the said Archibald Bryce and this defendant in law or equity, or that the said Archibald Bryce was ever interested therein, or in any part thereof, after the conveyances thereof to this defendant, as stated in said bill of complaint, or that the said property, pieces, parcels, or tracts of land or premises, or any or either of them, or any part thereof, or any interest therein, belonged to the said Archibald Bryce, as a partner with this defendant  
 40 or otherwise, or that they, or any or either of them, were pur-

chased by or for, or were paid for in whole or in part, with the joint funds of the said Archibald Bryce and this defendant, or with the funds of any firm in which the said Archibald Bryce and this defendant were partners.

And this defendant denies that any improvements or buildings erected on any of said parcels of land were erected by or out of any joint funds or partnership effects of the said Archibald Bryce and this defendant, or out of any funds or effects of the said Archibald Bryce; but all such improvements and buildings were made and erected with the sole 10 funds and property of this defendant.

And this defendant admits that, on the 24th of April, 1848, he, this defendant, and Mary his wife made, executed, and delivered to Enoch Hopper a mortgage on the premises mentioned in the said bill of complaint to secure the payment of four thousand five hundred dollars, and that such mortgage is recorded as stated in the said bill of complaint, and also, that on the 6th day of November, 1846, this defendant and his said wife executed and delivered to Orray Taft, Cyrus Taft, and Jabez C. Knight a mortgage on the premises, stated in the 20 said bill of complaint, to secure to said mortgagees the payment of any balance of money on accounts current between this defendant and the said mortgagees, and that the said last mentioned mortgage was recorded as stated in the said bill of complaint.

And this defendant denies that any partnership business was conducted by him and the said Archibald Bryce, as stated in the said bill of complaint or otherwise; and this defendant also denies that the said Archibald Bryce, at the time of his death, had any amount due him from any firm in which said 30 Bryce and this defendant were partners, or that said Bryce had any interest in the works, lands, machinery, tools, stock of finished or unfinished goods, or bills receivable, mentioned in the said bill of complaint.

And this defendant admits that the said Archibald Bryce, on the 21st day of March, 1846, made, published, and declared a last will and testament, a copy of which is set forth in the said bill of complaint, and he also admits that the said Archibald Bryce departed this life at the time mentioned in the said bill of complaint, and that the said will was admitted to pro- 40

bate as the will of the said Archibald Bryce, by the surrogate of the county of New York, on the 21st day of May, 1849, and that this defendant and Andrew Macfarlane qualified as executors of said will, and that they, as such executors, made an inventory of the personal estate of the said Archibald Bryce, a copy of which inventory is set forth in the said bill of complaint, and he also admits that the affidavits in respect to said inventory were made as stated in said complaint, and that the said inventory was filed as therein stated.

- 10 And he also admits that Isabella, in said bill named, was a sister of said Archibald Bryce, and is the wife of the said William Crombie, and that Magdalene Bryce is also a sister of the said Archibald Bryce.

And this defendant admits that the said Crombie and wife and the said Magdalene Bryce made the power of attorney to Frederick T. Frelinghuysen and Joseph C. Hornblower for the purpose stated in the said bill of complaint, a copy of which is set forth therein, together with the proofs or acknowledgment of the execution thereof.

- 20 And this defendant further admits that the said Frederick T. Frelinghuysen and Joseph C. Hornblower called upon this defendant, as stated in the said bill of complaint, and requested this defendant to pay the annuities mentioned in the said bill of complaint, but this defendant denies that he made any admissions of his liability to pay the same, otherwise than should arise from any estate or assets which might come to his hands, as such executor, belonging to the estate of the said Archibald Bryce, deceased, after payment of the debts and other charges which would have priority of payment over the said annuities;
- 30 and he denies that he made any admissions as to the ability of the said estate to pay or secure the same; and he denies that he made any acknowledgment of the said claim, otherwise than that the same would be payable out of any estate or effects belonging to said estate which might come to his hands, as such executor, in the due course of administration.

- And this defendant admits that, at the solicitation and request of the said attorneys in fact, he consented to pay to them certain sums on said annuities in a few days after such request, which this defendant was willing to do out of his own
- 40 funds and moneys, and not out of any assets, property, or ef-

jects belonging to the said estate ; and he was induced to do so from the friendship which had existed between him and the said Archibald Bryce for many years prior to his death, and he made such payment out of his own moneys.

And this defendant further denies that he ever, in any manner, admitted to the said attorneys in fact, or either of them, that the said Archibald Bryce was a partner with this defendant in the said print works and property at Lodi, or that there was anything said on that subject.

And as to the allegations in the said bill of complaint, 10  
 “that this defendant, at the interview which he had with  
 said attorneys in fact, did not express any doubt or uncer-  
 tainty as to the regular payments of the said annuities as they  
 should subsequently become due, he, this defendant, said  
 nothing of the indebtedness or insolvency of the firm at the  
 time of the testator’s death, gave no hints or insinuation that  
 payment of the said annuities would thereafter depend upon  
 any condition or contingency, or upon any liquidation of the  
 accounts and affairs of the said partnership concern, or upon  
 any statement of accounts in relation to the same, but on the 20  
 contrary, by his frank and unreserved manner and conversa-  
 tion, gave the said attorneys in fact to understand, and per-  
 mitted them to return home under the firm belief and confi-  
 dence, that this defendant not only recognised the right of the  
 said oratrixes to the said annuities, as they should become  
 due, and his obligation to pay the same, and that there was  
 sufficient estate in his hands belonging to the testator to pay  
 the same;” this defendant says, it is his usual habit when  
 meeting gentlemen on business to treat them with frankness  
 and candor, and he believes he did so in respect to the said at- 30  
 torneys in fact on the occasion when they so called upon him,  
 but he denies that anything was said on that occasion about  
 his liability to pay said annuities, except as executor in the  
 due course of administration; nor was anything said about  
 the solvency or insolvency of the estate of the said Archibald  
 Bryce, deceased; nor was anything said about this defendant  
 having, or not having, a sufficiency of the estate of the testa-  
 tor to enable this defendant to pay such annuities; and if the  
 said attorneys in fact did return home under any erroneous  
 impressions, such impressions were not produced by any- 40  
 thing which this defendant said or did.

And this defendant admits that he informed the said attorneys in fact that he would meet them at the office of this defendant's counsel, Nelson Chase, in the city of New York, and that he kept the said appointment, and that he paid to them on that occasion, as such attorneys in fact, certain moneys for the complainants, but he paid the same out of his own moneys, and not with moneys belonging to said estate, or derived therefrom; and this defendant presumes the said attorneys duly remitted such moneys, less their charges and  
10 commissions, to their principals, the said complainants.

And this defendant admits that he then declined to make any further payments at that time to the said attorneys in fact, whether upon the advice of his said counsel, he cannot now remember, and he is informed and believes that the said power of attorney was recorded in the office of the register of the city and county of New York.

And this defendant further says, that he has been informed and believes that the said attorneys in fact, afterwards and in the month of April, 1850, presented to the said Nelson Chase  
20 an affidavit of the purport stated in the said bill of complaint, but whether the said Nelson Chase admitted that such affidavit was sufficient and satisfactory this defendant has no knowledge or information, and therefore cannot admit the allegation in that behalf contained in the said bill of complaint.

And this defendant further answering says, that he has no knowledge or information as to what passed between the said attorneys in fact and the said Nelson Chase at the time said affidavit was presented to the said Nelson Chase, except that he has been informed, by the said Chase, that the said  
30 Chase informed them that there were no assets in the hands of this defendant belonging to the estate of the said Archibald Bryce with which to pay said annuities, or any part thereof.

And this defendant has no knowledge or information, save by the said bill, whether the said Joseph C. Hornblower ever called upon the said Andrew Macfarlane, nor what passed between them at any such interview, and therefore cannot admit or deny the allegations in the said bill of complaint in that behalf.

And this defendant further answering admits that the said  
40 attorneys in fact again call upon this defendant, at the Lodi

print works, and demanded payment of said annuities, and that this defendant refused to pay the same, or any part thereof; but he denies that he gave as a reason therefor, that any firm composed of said Archibald Bryce and this defendant was insolvent, and he denies that he admitted that any such firm had subsisted between this defendant and said testator up to the time of his death; but this defendant then informed the said attorneys in fact that the estate of the said Archibald Bryce, deceased, was insolvent, which this defendant gave as a reason for not paying the said annuities, which 10 reason was true, as this defendant believes.

And this defendant further answering admits that the said Archibald Bryce, at the time of making his will, and at his death, claimed an equal undivided third part of certain lands at Bulls ferry, called the Leake farm, but whether he was such owner in his own right in fee simple, this defendant does not know and cannot answer, as the title to the whole of said farm is claimed by various other persons adversely to the interest and claim of said Bryce, and he cannot answer what property was charged with the payment of the said annuities, 20 as that involves a question of law, which this defendant is unable to solve.

And whether the complainants are entitled to have the share or interests of the said Archibald Bryce in the said Leake estate sold under the direction of this court, and the proceeds thereof invested or put at interest for the payment of the said annuities, as the same may respectively become due and payable, this defendant is unable to answer, as the said Archibald Bryce owed debts at his death which, as this defendant is advised and believes, are entitled to a priority of 30 payment over the said annuities.

And this defendant denies that the said executors have neglected their duty as such executors.

And this defendant denies that the said executors have not made and filed in the proper office in New York a just and true account and inventory of the personal estate of the said testator, but this defendant admits that the said executors have not settled their accounts as such executors, the time allowed by law for that purpose not yet having expired.

And this defendant denies that the said executors or this de- 40

defendant has gone on to use, enjoy, or dispose of, to their own use or advantage, any personal estate or property of the said testator without having regard to the rights of the said oratrixes in the said estate, or without regard to their obligations and duties as such executors; but, on the contrary thereof, this defendant avers that all the estate of the testator which has come to the hands of the said executors, or either of them, has been kept, or applied by them according to law,

10 And this defendant alleges that the reason why the said ex-  
ecutors have not paid to the said oratrixes the said annuities or semi-annual instalments which, by the terms of such will, became due on the 29th day of March, 1850, is because there was no available assets in their hands belonging to the said estate legally applicable to the payment thereof, or that could by law have been invested on security for the benefit of the said oratrixes for that purpose; but this defendant admits that the instalment of said annuities, which by the said will would have become due on the said 29th of March, has not been paid, and that said executors have not made such investment, for the  
20 reasons herein before and herein after stated.

And this defendant further answering denies that the said executors have refused to render to the said complainants or their said attorneys in fact an account of the estate of the said testator, or to come to a settlement with the complainants or their said attorneys in fact, or before any Orphans Court having cognizance of the administration of said estate, or before any proper and competent tribunal of and concerning the property and estate of the said testator of their disposition and administration thereof, or that they have left the said com-  
30 plainants in ignorance of the state and condition of the property and estate of the said testator.

And this defendant denies that the executors neglect or refuse to prove the said will in the state of New Jersey, or to cause the same to be put on record in said state, but the witnesses to said will are all nonresidents of the state of New Jersey, and said executors have no power to compel their attendance in said state of New Jersey to prove the said will, although the said executors have made reasonable and proper efforts to do so.

40 And this defendant denies that the said executors have

made any frivolous, untrue, or unfounded allegations or pretences in respect to their conduct as such executors of the said estate, or their management or administration thereof, as is most untruly alleged in the said bill of complaint.

And this defendant further answering avers that the said complainants have not, nor has either of them, ever given or tendered to the said executor any refunding bonds, as by law the said executors have a right to require before they can be called upon to pay the said annuities, and this defendant prays to have the same benefit and advantage of the said defect and 10 omission of the complainants to give or tender such refunding bond, by this his answer, as though said objection had been taken by plea or demurrer to the said bill of complaint.

And this defendant denies that by reason of the payment of the said moneys for the said first instalment out of the private funds of this defendant, that the complainants have any right to come into this court and sue this defendant and his co-executor for the recovery of such annuities, or to call upon said executors to pay the same, without first having given or 20 tendered to them, as such executors, proper refunding bonds, as provided by law.

And this defendant admits that the said executors allege the fact to be, that the said testator, at his death, was a man of very small property and estate, real and personal; that the true account of his personal estate, as far as the same has come to their knowledge, is correctly set forth in the inventory, a copy of which is stated in the said bill of complaint, and that his only interest or property in real estate was and is whatever estate or interest he was or may be entitled to in the said Leake farm at Bulls ferry, the nature or extent of which es- 30 tate or interest of the testator, or the validity thereof, this defendant is unable to more fully set forth or discover, for the reasons herein before stated, although the share or interest claimed by the said Archibald Bryce in said farm was one undivided third part thereof.

And this defendant further says, that the said Archibald Bryce, at or about the time of making his said will, entertained the opinion that he had an estate sufficient to secure the payment of the legacies and annuities given by his said will, but such opinion was in a great measure based upon the 40

idea that he would shortly derive a large property from certain supposed claims in relation to the estate of John G. Leake, in the state of New York, in which the testator was, or supposed he was, largely interested, but which claims, and the interest of the testator therein, have, since the making of his said will, proved utterly worthless and of no value, as this defendant has been informed and believes.

And this defendant denies that the said Archibald Bryce, at the time of his death, or at anytime within ten years prior  
10 thereto, was a householder in the city of New York, or that he was at his death, or within any short time before, possessed of a large personal estate, or any personal estate, at the time of his death, except what is set forth in the said inventory thereof, or that he had any moneys, securities for money, stocks, furniture, plate, wines, or other property, except such as is set forth in said inventory.

And this defendant denies that the said testator, at the time of his death, and this defendant had a very large amount, or any amount, of property connected in any partnership business  
20 between them.

And this defendant denies that, since the death of the testator, this defendant has been doing business with any property belonging to the testator, or that he has used any property of the testator in his business, or that he has made or erected any buildings or improvements on any real estate belonging to the testator and this defendant.

And this defendant further denies that the said testator, at the time of his death, was jointly interested and concerned with this defendant in the business concerns of the said Lodi  
30 print works, or that he was joint or otherwise owner with this defendant of the lands, buildings, or real estate whereon or wherein the said print works are carried on, or of the water-power, engines, machinery, implements of trade used in the same, or of any of the tracts, lots, or parcels of land, or the buildings thereon, mentioned in the said several deeds and conveyances in the said bill of complaint mentioned, or any or either of them, or any part thereof.

And this defendant further says, that the said mortgage to the said Enoch Hopper was given to secure a part of the purchase  
40 money on a sale of the premises therein described by

said Hopper to this defendant, which purchase was made for the sole account of this defendant, and not on joint account with the testator, and the said mortgage to the said Orray Taft and others, mentioned in the said bill of complaint, was given to secure balance of accounts which might be due from this defendant to said mortgagees, and neither of said mortgages were given for or on behalf of the testator; and this defendant denies the right of the complainants to a discovery from this defendant of his personal affairs and business.

And this defendant denies all unlawful combination and 10 confederacy in the said bill of complaint charged, without that any other matter or thing material or necessary for this defendant to make answer unto, and not herein or hereby well or sufficiently answered unto, confessed or avoided, traversed or denied, is true to the knowledge or belief of this defendant.

All which matters and things this defendant is ready to aver, maintain, and prove, as this honorable court shall direct, and humbly prays to be hence dismissed, with his reasonable costs and charges in that behalf most wrongfully sustained.

WM. HALSTED, 20

*Solicitor and of counsel with defendant.*

State of New Jersey, Hudson county, ss.—Robert Rennie, the above named defendant, being duly sworn, on his oath saith, that the matters and things set forth in the above answer, so far as they relate to his own acts, are true, and so far as they relate to the acts of others, he believes them to be true.

ROBERT RENNIE.

Sworn and subscribed, this 10th day of May, A. D. 1851, 30  
before me, at Jersey City.

ROBT. GILCHRIST, jun., M. C.

Filed May 17, 1851.

BODINE, C'k.

## REPLICATION.

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 is uncertain, untrue, and insufficient to be replied unto by these repliants, without that, that any other matter or thing whatsoever in the said answer contained material or effectual in the law to be replied unto, 10 confessed and avoided, traversed or denied, is true; 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.

T. FRELINGHUYSEN, JUN.,  
*Solicitor of complainants.*

FRED'K T. FRELINGHUYSEN,  
*Counsel with complainants.*

Filed July 15, 1852.

BODINE, *C'k.*

## EVIDENCE.

20 Examination of witnesses, &c., in a cause depending in the Court of Chancery of the state of New Jersey, wherein William Crombie and Isabella his wife and Magdalene Bryce are complainants, and Robert Rennie, Andrew Macfarlane, and Enoch Hopper, Orray Taft, Cyrus Taft, and Jabez C. Knight are defendants, taken before me, Amzi Dodd, one of the masters and examiners of said court, at my office, No. 259 Broad-street, in the city of Newark, on the fifteenth day of July, in the year of our Lord one thousand eight hundred and fifty-two, in the presence of Theodore

Frelinghuysen, jun., esquire, solicitor and of counsel for the said complainants, and of William Halsted, esquire, solicitor and of counsel for the said defendants.

The service of the notice hereunto annexed being duly admitted by the solicitor for the defendants, the further examination was, by the consent of parties, adjourned to Thursday, the 29th day of July, instant, at eleven o'clock in the forenoon of said day, at my office in the city of Newark.

Thursday, July 29th, 1852.—The parties appeared by their solicitors, above mentioned, pursuant to adjournment. 10

The complainants offered in evidence certain papers and writings severally marked by me as exhibits in this cause, and respecting which certain admissions were agreed to be made by the counsel for the defendants as follows, to wit: a letter dated New York, April 4th, 1849, marked by me *Exhibit (A)*, was admitted by the counsel for the defendants to have been written by the defendant, Robert Rennie, to Miss Magdalene Bryce, one of the complainants; two letters, each without date, the first thereof marked *Exhibit (B)*, and the second *Exhibit (C)*, were admitted by the counsel for the defendants 20 to have been written by the defendant, Robert Rennie, to Mr. Archibald Bryce.

A letter dated New York, 19th July, 1844, and marked *Exhibit (D)*, was likewise admitted to have been written by Archibald Bryce to William Crombie. A letter dated New York, 5th November, 1846, and marked *Exhibit (E)*, was admitted to be a copy of a letter written and sent by Mr. Archibald Bryce to Nelson Chase, esq. A letter dated New York, 21st May, 1847, marked *Exhibit (F)*, was admitted to have been written and sent by Archibald Bryce to William 30 Crombie, esq. A letter dated Lodi, 18th September, 1846, and marked *Exhibit (G)*, was admitted to be a copy of a letter addressed by the defendant, Robert Rennie, to Archibald Bryce, and said copy to be in the handwriting of and addressed by Archibald Bryce to Nelson Chase, esq. A paper marked *Exhibit (H)* was admitted to be a copy of the last will and testament and of the probate of the last will and testament of Archibald Bryce, deceased.

Hon. *Joseph C. Hornblower*, a witness produced on the part of the complainants, being duly sworn says:—I received from the post-office at Newark an envelope, addressed to Mr. Frelinghuysen and myself, containing a paper purporting to be a power of attorney, signed by William Crombie, Isabella Crombie, and Magdalene Bryce, and dated at Glasgow, November 23d, 1849, and purporting to have been proved by William Fleming, solicitor at law, before Joseph Cowden, United States consul residing at Glasgow; the paper I hold in  
 10 my hand is said power of attorney (offered in evidence and marked *Exhibit (I)* on the part of the complainants, but objected to by the solicitor for the defendants); I received the envelope containing said power of attorney on or about the tenth day of December, A. D. 1849; Mr. Frelinghuysen and myself accepted such power of attorney, and undertook to act under and to execute it; we addressed a letter to them to that effect informing them of such acceptance, bearing date the 13th of December, A. D. 1849.

About the first day of February, A. D. 1850, Mr. Freling-  
 20 huysen and myself went to see Mr. Rennie at Lodi, where the print works mentioned in the bill are carried on; we found Mr. Rennie, and had a pleasant interview with him in his counting-room or office; we informed him of the object of our visit, and presented to him, I think, our power of attorney and a copy of the will, which we had received from Mr. Barclay, British consul at New York, by the advice of our constituents, who informed us that such copy was in the possession of Mr. Barclay; I do not recollect whether Mr. Rennie himself read, or whether we read to him, the power of attor-  
 30 ney or the will, or whether they were read at all, but their contents were the subjects of conversation, and appeared to be perfectly understood by Mr. Rennie; he said that they were all right, and that he was very glad that we had received the appointment, or the authority, and that he had been waiting for them to appoint somebody, and expressed some surprise that they had not done so before; he said there was no difficulty, that he was ready to pay the annuity then due, and further proposed, of his own accord, to anticipate and to pay the annuity to become due in the month of March then follow-  
 40 ing; he did not say that he would pay, or promise to pay,

the accruing annuity, but proposed to do so if he found it convenient to do so ; we did not suppose he meant to bind himself to do it, but that he would do it if it were convenient, which proposition on the part of Mr. Rennie was considered by me at the time as evidence of his disposition to pay the annuities as they became due. Mr. Rennie appointed a day, a short day, I think it was not more than a week or ten days, when he would meet us at the office of Mr. Chase, in New York, who, he said, was the counsel of the executors, and had the care and management of the business ; he gave us to understand that he did nothing without the advice of the counsel, Mr. Chase, and that on that day he would meet us there, and procure a bill of exchange for the amount ; on the day appointed, we went to Mr. Chase's office, and Mr. Rennie met us there shortly after we arrived, and went out to procure the bill of exchange ; after the lapse of some hours, he returned with the bill of exchange, and then said that he had not found it convenient to pay the accruing annuity at that time ; Mr. Chase thereupon suggested to him that it would not be proper for him to pay in advance, for if the annuitants should then be dead, or should die before the 29th of March, they would not be entitled to receive it, the propriety of which suggestion was acceded to by Mr. Frelinghuysen and myself. We received a bill of exchange and some money for the amount of the annuities then due to the respective annuitants, and signed a receipt for the same, prepared by Mr. Chase, which receipt was left with him, I believe. It was then further suggested, by Mr. Chase, that we should advise our constituents that if the annuitants should be in life at the coming due of the next annuities, on the 29th of March following, that they must furnish us with an affidavit or affidavits of some respectable person there of the fact that they were then alive ; we considered it proper, and agreed to do it. Mr. Rennie, before he left the office, told us that thereafter, upon receiving such affidavits from time to time as the annuities became due, we need not trouble ourselves to call upon or write to him about it, but that we could give the affidavits to Mr. Chase, and Mr. Chase would advise him, and the money should be paid. We forwarded the bill of exchange to our constituents, and long since received an acknowledgment of the receipt of it. By an

arrival of a vessel, which left Europe after the 30th of March, 1850, we received from our constituents an affidavit, purporting to have been made by William Fleming, solicitor at law, before Joseph Cowden, United States consul at Glasgow, on the 30th day of March, 1850, accompanied with a certificate endorsed thereon, purporting to be under the hand and seal of the said consul, certifying his personal knowledge of the affidavit (which paper containing said affidavit, &c., was offered in evidence, and marked as *Exhibit (J)* on the part of

10 the complainants, but was objected to by the solicitor of the defendants). Soon after the receipt of that affidavit, and some time, I think, in the month of April, 1850, Mr. Frelinghuysen and myself went to the office of Mr. Chase, in New York, and handed him the affidavits, stating in effect, that in accordance with Mr. Rennie's proposition, we had called on him to make the arrangements for the payment of the annuity then due. I cannot now say that Mr. Chase read the affidavit; my impression, however, is that he looked at it, and expressed himself satisfied with it—at all events, I am certain he ex-

20 pressed no dissatisfaction with the sufficiency of the affidavit, or made any objection thereto; my impression is very strong that he expressed himself satisfied. But Mr. Chase then informed us that we would receive no more money from the executors on that account; that the concern had become insolvent, and Mr. Rennie was then engaged in winding up its affairs. This information was of course a surprise to us, and a further conversation took place between Mr. Chase and ourselves in relation to the matter, the particulars of which I cannot undertake to state, but distinctly remember that Mr. Chase

30 informed us that no more money would be paid on account of the annuities, unless at the end of a lawsuit. After this information by Mr. Chase, I asked him if there was any objection made on the score of the insufficiency of the affidavit; he said there would not be any such objection; I have never heard any objection made on account of the affidavit. Thus far we had had no intercourse with Mr. Macfarlane, the other executor, and we thought proper to see him before adopting any other measures; consequently, on the 21st of May, A. D. 1850, I went to New York, and called on Andrew Macfarlane,

40 No. 14 Cedar-street; I introduced myself to him, and told him

I had called to have some conversation with him in relation to the will of Mr. Bryce, of which he was one of the executors; he said he had never read the will, but had heard it read; he admitted he was one of the executors, and that he had proved the will in New York. I asked him if it had been proved in New Jersey—he said it had not; I inquired of him who were the owners of the property in New Jersey connected with the print works, and generally as to the state of affairs in relation to the property; he said he knew nothing about it; the business was in the hands of Mr. Chase, who 10 was the agent and counsel of the executors; he referred me to him, and said he had taken no part in the management of the affairs of the estate, and that Mr. Chase was fully authorized to act and speak for the executors; I told him, as legal proceedings might become necessary on behalf of the legatees, for whom Mr. Frelinghuysen and myself were acting, we had thought it right to see him, and inquire why the annuities could not be paid, and what was the condition of the estate, before any steps were taken on our part to enforce payment. Mr. Macfarlane was very civil and gentlemanly in his beha- 20 vior towards me—said it was all proper—but he knew nothing about it; I asked him if the executors had the original will; he said he had not, but he believed or supposed Mr. Chase had it; I told him it ought to be proved and put on record in New Jersey, where the property was; he again referred me to Mr. Chase. I inquired of him whether the concern had become insolvent; he did not answer that directly, one way or the other, but said that Mr. Rennie had discharged a large number of his hands, and was working up the stock and bringing matters to a close. I remarked to him that he 30 was a legatee to a large amount in the will; and I supposed, therefore, that he would have taken an interest in the management and settlement of the estate; he said, I think, that he had received nothing, and had given himself no trouble about it. I again inquired of him, as he had referred me to Mr. Chase, whether we were to consider that what was said and done by Mr. Chase in this matter as said and done by the executors; he said we might. In the month of August following, on the 14th of August, or thereabout, 1850, Mr. Frelinghuysen and myself went to the print works at Lodi, 40

and had an interview with Mr. Rennie ; we, or one of us, told him we had come to see him on the subject of the annuities ; he said he supposed Mr. Chase had informed us as to that ; we told him what Mr. Chase had said to us, as I have before related, and that we had thought it our duty to come and see him ; Mr. Rennie then told us that the property had been mortgaged to Orray Taft & Co. ; he informed us, in the course of the conversation, that it was an open mortgage ; and on being asked if Mr. Bryce had authorized or consented  
10 to the mortgage, he said that he had authorized or consented to it, and that the accounts had been made up shortly before his death ; in answer to further inquiry, he said that Mr. Bryce had authorized or consented to the other mortgages. Upon a more specific inquiry as to the mortgages, he said that Mr. Bryce did not authorize the mortgages, but that he consented to and knew of them ; Mr. Rennie also said that the property was mortgaged for all it was worth, and that Mr. Crombie might take it, if he chose ; Mr. Rennie then talked of advances made to Crombie of thirty thousand dollars, ad-  
20 vanced to him about the Leake estate, and that that crippled the concern, and that but for that the concern would have done well enough. I think Mr. Rennie also said that Mr. Bryce would have altered his will if he had lived three days longer ; that Mr. Bryce knew the condition of the concern, and that he could prove this, I think he said, by his house-keeper. I then drew Mr. Rennie's attention to our first interview, in which he had given us no intimation of any difficulty or uncertainty about the payment of the annuity, and some conversation took place in relation to that, which I cannot  
30 precisely detail, but it was a conversation induced by the surprise I felt at being now told that nothing more was to be paid ; and I understood Mr. Rennie to say, in the course of that conversation, that there was property enough, but that it was subject to debts. I, among other things, remarked to Mr. Rennie, that let matters be as they would, the estate ought to be settled up ; he replied that he had. I think I also said that the legatees had an interest in the settlement of the affairs of the concern or partnership, and also an interest in the settlement of the estate of the testator in the proper court, that  
40 they might have an opportunity to examine the accounts. I

do not remember what he said; some conversation did take place between Mr. Rennie and Mr. Frelinghuysen about a joint interest in the property, the particulars of which I cannot undertake to state, and also some conversation about some new buildings that had been put up, but the precise effect of which I cannot recollect; I think I made a remark of this kind to Mr. Rennie, that there was Mr. Bryce's interest in the Leake property, which ought to be accounted for, and which we would have a right to have sold and applied to the payment of the legacies, as far as it would go, but what Mr. Rennie said I do not recollect. After receiving the payment before spoken of, Mr. Chase requested us to let him have the power of attorney, which is made an exhibit here, for the purpose of having it put on record in New York; we did so, and he afterwards returned it to us. 10

When we were at Lodi the last time, I observed no change in the business of printing, or any of the operations that were going on there at the time of our first visit; there had been put up one new building, and others were in course of erection, I think, and the whole operations appeared to be going on with as much activity as at our first visit to the place. 20

*Quest.* At the first interview with Mr. Rennie at Lodi, did he either admit or deny his obligation to pay the annuity, and if so, which? [Question objected to by the solicitor of the defendants.]

*Ans.* He certainly did not deny his obligation to pay the annuity, but, on the contrary, expressly stated his willingness to pay it, and seemed glad to have an opportunity to pay it to persons authorized to receive it—nor did he intimate, in the most distant manner, any doubt about the future payments, nor did he at that time deny the partnership, nor did he intimate anything inconsistent with Bryce's having an interest in that concern; I cannot say he admitted it in terms, for no question was then made about the partnership. 30

*Quest.* At the second interview, what reason, if any, did Rennie give for his refusal to pay?

*Ans.* The reason he gave was, substantially, that the concern or partnership was insolvent, and had to stop payment, and, upon examining the accounts, he had found that the estate was insolvent at the death of the testator; by the word 40

estate, I mean the printing establishment, the concern or partnership, or the printing establishment: nor did he at that interview, as I recollect, deny or question the existence of a partnership, or the interest of Bryce in the concern. I am certain that he did not say that there was or was not a partnership between him and Mr. Bryce. I went there believing that there was a partnership, and he left me under that impression, and said nothing to remove that impression.

JOS. C. HORNBLOWER.

10 Sworn and subscribed before me, this 29th day of July, A. D. 1852.

AMZI DODD, M. C.

Tuesday morning, August 3d, 1852, eleven o'clock A. M.—The parties appeared by their solicitors, pursuant to adjournment.

*Frederick T. Frelinghuysen*, esq., a witness produced on the part of the complainants, being duly sworn says—Chief Justice Hornblower and myself received the power of attorney, which has been marked as an exhibit, and accepted the  
 20 appointment under it, as he has stated in his testimony. About the 1st of February, A. D. 1850, we went to Lodi, where Mr. Rennie was and still is carrying on the business of printing; we exhibited to him the power of attorney, and I think also a copy of the will. Mr. Rennie did not at all question the propriety of his paying the annuity, and did not state at all that the estate was not abundantly able to pay; said that he would pay the annuity, and himself proposed paying an accruing annuity; and from that interview we supposed that there was no difficulty in relation to the matter. I think we  
 30 made an arrangement at that interview with Mr. Rennie, at his suggestion, to meet him at the office of Mr. Chase, in the city of New York; I think we were to meet about a week after we were there. I don't know whether Mr. Rennie read over the power of attorney at that time in full or not; we stated our business to him, and in doing so told him the effect of the power of attorney; I am satisfied he understood it. I think Mr. Rennie said that he had expected to be called on for the annuity before; I supposed, from that interview, that he had

abundance wherewith to pay the annuity; I don't remember that at that first interview he in words said that a partnership had existed between himself and Mr. Bryce; in fact, from the readiness he manifested to meet the demand under the will, I did not question the existence of the partnership.

Chief Justice Hornblower and myself, I think about a week after this interview with Rennie, went to the office of Mr. Chase, according to appointment, and met Mr. Rennie there as well as Mr. Chase, and received from Mr. Rennie a draft on Glasgow for one hundred and seventy-nine pounds, four- 10  
teen shillings, and six pence, and, I think, one hundred dollars in cash, in payment of the annuities which had become due in September, A. D. 1849. No doubt or question was made at that time, by either Mr. Chase or Mr. Rennie, of the regular payment of the annuities subsequently; all that was said on that subject was this, that he, Mr. Rennie, found it inconven- 20  
ient to pay more at that time than the annuities which were then due, and Mr. Chase suggested that there would be an impropriety in his so doing, as he ought to require evidence of the annuitants being in life at the time the annuities ac-  
crued, to the propriety of which suggestion I don't know that 20  
any one raised any question; and I think Mr. Chase went on further to say, that they would from time to time require evi-  
dence that the annuitants were living before paying the annu-  
ity; and I think he suggested that an affidavit should be taken before the American consul verifying the fact of their being in life after the annuities should fall due. At the close of that interview, I had not, and I think the Chief Justice had not, so far as I can judge, any doubt that Mr. Rennie recognised the obligation to pay the annuities, or any question as to his 30  
ability to pay; nothing was said about his ability, neither did he, in any other manner than as I have stated, recognise his obligation to pay, that I remember of. We remitted the money to our constituents, informing them that an affidavit would be required from time to time of the fact that the annuitants were in life, and requesting them to have such affidavit taken, on the 30th of March then next, before the American consul. Having, by a letter dated the 30th of March, A. D. 1850, re-  
ceived the affidavit which has been marked as an exhibit in this cause in the month of April, 1850, according to a previous 40

arrangement made with Mr. Rennie and Mr. Chase, we called at Mr. Chase's office to make demand of the annuity, having understood from Mr. Rennie that Mr. Chase was his agent in that matter. We presented the affidavit to Mr. Chase; he made no exception to it, either in substance or form. I think he was asked whether it was satisfactory, and signified that it was; of this, however, I am not positive. Mr. Chase immediately stated that we would receive no more money on account of the annuities; that Rennie was about winding up the concern at Lodi; that Orray Taft & Co., who had a mortgage, would not make any more advances, and if we got anything, it would be at the end of a lawsuit. Mr. Chase, when we called on him at the time we received the payment, retained the power of attorney, for the purpose of having it recorded, and afterwards returned it to us. When that money was paid, Chief Justice Hornblower and myself signed a receipt therefor, which I think was drawn up by Mr. Chase. [Here Chief Justice Hornblower called for the receipt given by Mr. Frelinghuysen and himself to Mr. Chase for the said annuities

10 paid as above. To this Mr. Halsted said that the call was not properly made, and therefore not answered.] I don't remember at that interview of hearing it stated that the estate was insolvent, or that Bryce was not interested with Rennie in the print works, and also am well satisfied that it was not stated that Bryce was not interested in the print works, but left the office of Mr. Chase believing that Bryce had been at the time of his death, and his estate then was interested in the print works at Lodi. I did not go with Chief Justice Hornblower to see Mr. Macfarlane; we conferred together about the matter, and it was agreed that he should go alone, I being much engaged. On the 14th of August, 1850, Chief Justice Hornblower and myself called on Mr. Rennie at the print works in Lodi; I told him we had come after the annuity; he said he supposed Mr. Chase had informed us as to that; we told him he had, but we thought we would come and see him; he said the property was mortgaged for all it was worth; I asked him if the mortgage to Orray Taft was an open mortgage; he said it was; I asked him if Bryce authorized it, he said he did, and made up the accounts shortly before his death; I

30 asked him if Bryce authorized the other mortgage; he said he

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did; I then said, Mr. Rennie, I understand you to say that Bryce authorized the execution of these mortgages; he said he did not authorize, but he consented to them and knew of them. In speaking of the property's being mortgaged, he said that Crombie might take it if he chose; that thirty thousand dollars had been advanced to Crombie about the Leake estate, and but for that that the estate would do well enough; he said that Mr. Bryce would have altered his will if he had lived three days longer; I think he said that Bryce knew the condition of the concern, and that he could prove this by his 10 housekeeper. Chief Justice Hornblower told him that he understood from him that there was property enough, but that it was subject to debts, in which Mr. Rennie acquiesced. Chief Justice then further remarked, that he thought that Rennie ought to settle up the estate; and then, I think, Rennie said he had settled it up. I then said, why, Mr. Rennie, Bryce is jointly interested in all this property; Rennie said, the title is in me. I said Bryce advanced part of the money to pay for it, perhaps speaking in rather an interrogatory tone than otherwise. Rennie said, no, he did not, as I can prove by my 20 brother, formerly a partner. Rennie said the times were very bad; that he had intended to pay the annuities, but found he could not. I asked him if there were not two new buildings put up since we were there; he said no, one had been up three or four years, the other was commenced last spring, and discontinued for want of means. We saw no evidence of the concern being placed in a process of liquidation, but so far as we could observe by a hasty glance, the business seemed rather to have increased since we were there.

*Quest.* Whence did you derive the first intimation you had 30 that Rennie denied that there was a joint interest or partnership between him and Bryce in the print works at Lodi?

*Ans.* The first intimation that I remember was from Mr. Rennie, on the 14th of August, 1850, at Lodi, when he said, in answer to my allegation that Bryce was jointly interested in the property, "the title is in me," and when he said, in answer to my interrogatory statement, that Bryce had advanced part of the money to pay for it, "No he did not, as I can prove by my brother, formerly a partner." The first information that I remember that Mr. Rennie set up that insistent, I got 40 from his answer.

*Quest.* When you state that when Rennie said, that "but for the advancement made to Crombie, the estate would do well enough," what estate were you and he speaking of?

*Ans.* I understood Mr. Rennie that but for that advance the concern would have done well enough.

Being cross-examined, witness says—

*Quest.* Did you, or the Chief Justice in your presence, ever put to Mr. Rennie the question whether he was in partnership with Mr. Bryce?

10 *Ans.* To my recollection, in no other manner than as I have stated at the interview on the 14th of August.

FRED'K T. FRELINGHUYSEN.

Sworn and subscribed before me, this 3d day of August, 1852.

AMZI DODD, M. C.

Filed February 6, 1855.

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Examination of witnesses, &c., in a cause depending in the Court of Chancery of the state of New Jersey, wherein William Crombie and Isabella his wife and Magdalene  
20 Bryce are complainants, and Robert Rennie, Andrew Macfarlane, and Enoch Hopper, Orray Taft, Cyrus Taft, and Jabez C. Knight are defendants, taken before me, Amzi Dodd, one of the masters and examiners of said court, at my office, No. 259 Broad-street, Newark, on the twenty-sixth day of October, in the year of our Lord one thousand eight hundred and fifty-two, in the presence of Frederick T. Frelinghuysen, esq., of counsel for the complainants, and Nelson Chase, esq., of counsel for the defendants.

*Richard Stagg*, a witness produced on the part of the  
30 plainants, being duly sworn says—I reside at Lodi, Bergen county, New Jersey, close by the print works now in the occupation of Robert Rennie; I have resided in that neighborhood about forty years. I know Robert Rennie well; I heard of the death of Archibald Bryce very shortly after his death; can't tell exactly the time—I expect about two years ago.

*Quest.* Was it ever reputed in the neighborhood that Bryce was interested in those print works? [Question objected to by counsel of defendants.]

*Ans.* Yes, that was the general talk of people around; the thoughts of people.

*Quest.* By their thoughts do you mean their opinions? [Objected to by counsel of defendants.]

*Ans.* Yes, I do.

I called at the factory when I heard that Mr. Bryce was dead; I happened to meet Mr. Rennie in the factory; says I, 10  
Mr. Bryce is dead Mr. Rennie, or, I have understood that Mr. Bryce is dead; says I, I expect you get something there; he said, "yes, a little; he has made it all to me;" and so I left, that is all the discourse we had about it; Mr. Rennie carries on a pretty extensive business there now. Mr. Rennie, when he first came there, was quite young; that was nineteen or twenty years ago, I think; old Jemmy hadn't carried on the business long before the whole family came there. James Rennie, whom we always called old Jemmy, was a brother of 20  
Robert Rennie. Mr. Bryce was sometimes about there when James Rennie carried on the business there.

*Quest.* Was Bryce understood to be interested in the print works when James Rennie carried them on? [Objected to by counsel of defendants.]

*Ans.* That was understood at that time when James Rennie carried on the business; that was the thoughts of people.

*Quest.* Did Robert Rennie ever say anything about legacies of five thousand dollars to Bryce's sisters? [Objected to by counsel of defendants.]

*Ans.* No, sir. 30

Being cross-examined, he says—I have not seen Bryce there in four or five years.

*Quest.* Can you say that you have seen him there in six years?

*Ans.* I can't say; I have not seen him there in a long while, five or six years; when I did see him before he used to come there on Sundays to see James Rennie.

[It is agreed between the counsel of the parties that the defendants shall be permitted to resume the examination of this witness, if they shall desire hereafter so to do.] 40

Sworn and subscribed before me, this 26th day of October,  
A. D. 1852.

AMZI DODD, M. C.

*Enoch Hopper*—I live in Lodi, Bergen county, New Jersey, near the print works occupied by Robert Rennie. I knew Archibald Bryce; he had an office in New York. I have taken goods down there from Rennie's; I have brought up from different places in the city dye-stuffs, to be used at the print works; they used a large amount of dye-stuffs in that business; Mr. Bryce directed me where to get them; Mr. Bryce  
10 ordered them; Bryce told me where to go and get them; I told the people I wanted them for the Lodi print works, Mr. Rennie. I took the goods from the print works down to Bryce's, and unloaded them there sometimes, and sometimes at the wharves. Bryce kept no account of the goods that I took, that I saw, nor of the goods that I carried back. Mr. Bryce would tell me to go to such a place, and I would get dye-stuffs for the Lodi print works; he generally knew what dye-stuffs were wanted. I was at Bryce's office a few times, and saw  
20 him do nothing.

*Quest.* When you were there, did Mr. Bryce apparently carry on any other business at his place of business in New York than that connected with the Lodi print works?

*Ans.* That is more than I can tell you; I just did my errand, and stept right back. This place of business was in Cedar-street—I don't remember what part.

*Quest.* Was Bryce reputed in the neighborhood to be interested in the Lodi print works? [Objected to by counsel of defendants.]

30 *Ans.* Well, he was at the time James Rennie was there; that was the talk among the people. James Rennie moved to New York about ten years ago—I wont be positive about the time. Some years before that there had been a stagnation in business.

Being cross-examined, he says—The stagnation was caused by the burning of the Lodi print works; that caused James Rennie to fail. Then Mr. Robert Rennie took the business after he failed; he has carried it on ever since. I have not seen Bryce at the print works within the last five or six years,

to my recollection. When James Rennie carried on the business before that, Mr. Bryce came up there very often; he came both week days and Sundays; after the fire, I used to see him there on Sundays.

Direct examination resumed.

*Quest.* Who did you understand carried on the print works before the fire? [Objected to by counsel of defendants.]

*Ans.* I didn't understand anything more about than Mr. Rennie, Mr. James Rennie, and the talk among the people. Mr. Robert Rennie, before the fire, was sometimes there, and 10 sometimes in New York; he was not married at that time.

*Quest.* Who was the moneyed man of that concern—Mr. Robert Rennie, Mr. James Rennie, or Mr. Bryce? [Objected to by the counsel of defendants.]

*Ans.* Mr. Robert Rennie and Mr. James Rennie have been the moneyed men to me; I always thought Mr. Robert Rennie was the moneyed man; in business I have had with him, he always said what he would do, and did it.

*Quest.* Why did Mr. Bryce confine his visits to Sunday after the fire? [Objected to by the counsel for the defendants.] 20

*Ans.* I understood at that time that he was insolvent—that was the reason. [Answer objected to by the complainants, on the ground that it was not responsive to the question.]

*Quest.* Have you not understood, by general reputation, that Archibald Bryce was a partner of James Rennie, and interested with him in the Lodi print works? [Objected to by counsel for the defendants.]

*Ans.* Yes, sir.

*Quest.* Have you not understood, by general reputation, that Robert Rennie was a partner with James Rennie in the Lodi print works? [Objected to by counsel for the defendants.]

*Ans.* I have understood so.

[It is agreed between the parties that the defendants shall be permitted to resume the examination of this witness, if they desire hereafter so to do.]

ENOCH HOPPER.

Sworn and subscribed before me, at Newark, this 26th day of October, 1852.

AMZI DODD, M. C.

Filed February 6, 1855.

Depositions of witnesses and marking of exhibits in the above stated cause, taken at the house of innkeeper in Jersey City, on the twenty-second day of July, in the year of our Lord one thousand eight hundred and fifty-three, before William Halsted, junior, esquire, one of the masters and examiners of the said court, in the presence Frederick T. Frelinghuysen, esquire, solicitor of the complainants, and of William Halsted, esquire, solicitor of the defendants.

- 10 *Cyrus Taft*, a witness produced and sworn upon the part of the defendants, doth depose and say—I reside in Providence, Rhode Island; I am one of the firm of Orray Taft and Company, and was in 1846; we commenced business with Robert Rennie in July, 1839; from the time we commenced business with him, our firm have had large business transactions with him, but they were not as large from July 11th, 1839, to September 14th, 1842, as they have been since. At some seasons we bought from three to four hundred thousand dollars' worth of goods for him; those goods were sent to
- 20 Mr. Rennie at Lodi print works, New Jersey. In the course of their transactions, we had occasion to know much about Mr. Rennie's business as a printer of goods; we were in fact very familiar with his business. I was acquainted with Archibald Bryce, late of the city of New York (now deceased), in his lifetime; I knew him intimately; he resided in New York. In reference to the business of Mr. Rennie, Mr. Bryce was the agent or clerk of Mr. Rennie in the city of New York, where Mr. Rennie kept an office for the transaction of his business; he was such clerk or agent of Mr. Rennie during all
- 30 the time our house did business with Mr. Rennie. In the course of all our business with Mr. Rennie, I never knew that Mr. Bryce was in any way interested in Rennie's business, as partner or otherwise, or in the Lodi print works. Mr. Rennie used to, as a general thing, write the letters in regard to his business to us, but Mr. Bryce would send copies of the invoices of the goods Mr. Rennie sent us; we knew him as the clerk of Mr. Rennie, and in no other capacity.

*Quest.* Did Mr. Robert Rennie and Mary his wife, on or about the 6th day of November, A. D. 1846, make, execute,

and deliver to Orray Taft, Cyrus Taft, and Jabez C. Knight a mortgage on the premises conveyed to Robert Rennie by Jacob H. Hopper and wife, situate in the county of Bergen, to secure the payment of any balance of money or on account current, and your firm (the said mortgagees) to be rendered every six months?

*Ans.* He did give such mortgage, and I believe the date of same to be as stated in the bill of complainants; the mortgage was given to secure the mortgagees for the debt of Mr. Rennie alone, and for no other person or persons. 10

At the time of executing this mortgage, nothing was said about Mr. Rennie's having a partner, or any person interested with him in business; that mortgage is still an existing encumbrance upon the property; we still continue to do business with Mr. Rennie in the same manner as when the mortgage was given; on the 1st of July, instant, the amount due upon this mortgage was a little over \$19,000; the balance was smaller than it has been for many years.

On being shown *Exhibit C, ex parte* complainants, witness says, that the \$2000 therein referred to was furnished by our house for Robert Rennie, and on his sole account and responsibility. 20

On being shown *Exhibit E, ex parte* complainants, witness says, that the arrangement for giving the mortgage therein referred to was made with Robert Rennie, and not with Archibald Bryce. During all the time our firm transacted business with Robert Rennie, I never saw, heard, or knew anything which led me to believe there was any partnership existing between Robert Rennie and Archibald Bryce. Our firm, when we commenced business with Mr. Rennie, consisted of Orray Taft and Cyrus Taft; when the mortgage was given, it consisted of Orray Taft, Cyrus Taft, and Jabez C. Knight, and they compose the firm now. 30

CYRUS TAFT.

Sworn and subscribed, this 23d day of July, A. D. 1853, before me.

W. HALSTED, jun., M. C.

*Edward I. Earl*, a witness produced upon the part of the defendants, being duly sworn according to law, doth depose

and say—I reside in Hackensack, New Jersey; have lived there all my lifetime; I am in my sixty-sixth year; I have been acquainted with Robert Rennie since the year 1833; I was acquainted with Archibald Bryce in his lifetime; I know Charles Colgate.

A paper writing, purporting to be a sale or transfer, by Charles Colgate, as assignee of Archibald Bryce and James Rennie, of certain leases therein mentioned to witness, and marked *Exhibit No. 1, ex parte* defendants, being shown witness, he says, I am the party named as Edward I. Earl in said exhibit mentioned; I sold the leases mentioned in this exhibit to Robert Rennie, with all the covenants contained in said leases; Robert Rennie paid me the consideration money for those leases.

A paper, purporting to be an agreement and account current between Robert Rennie and the witness, and marked *Exhibit No. 2, ex parte* defendants, being shown witness, he says, the said account current and agreement is in the proper handwriting of Archibald Bryce, and was signed by Robert Rennie and this deponent, and witnessed by said Bryce. The agreement in *Exhibit No. 2* refers to the title and interest which deponent acquired in the Lodi print works by assignment from Charles Colgate, as mentioned in *Exhibit No. 1, ex parte* defendants. I have seen Mr. Bryce write frequently, and am well acquainted with his handwriting; saw him sign *Exhibit No. 2* as a witness. The consideration of \$2862.27, mentioned in *Exhibit No. 2*, was paid me by Mr. Robert Rennie. The several receipts endorsed upon *Exhibit No. 2*, commencing under date May 1st, 1841, and ending June 23d, 1852, were for moneys paid me by Robert Rennie on account of said account and agreement, *Exhibit No. 2*.

A paper writing, purporting to be an agreement between the witness and Robert Rennie, dated January 13th, 1843, and marked *Exhibit No. 3, ex parte* defendants, being shown witness, he says—this agreement was executed by this deponent and Robert Rennie, and witnessed by the said Archibald Bryce, in the presence of deponent, and the signature of Archibald Bryce is in his proper handwriting.

On being shown a paper writing, purporting to be a bill of sale from Charles Colgate, assignee to E. I. Earl, dated Lodi,

December 17th, 1834, and marked *Exhibit No. 4, ex parte* defendants, witness says—I am the person mentioned as E. I. Earl in *Exhibit No. 4.*

The articles mentioned in this bill of sale were a part of the machinery and materials connected with the Lodi print works; I sold that machinery and those materials to Mr. Robert Rennie; I bought them of Colgate, as assignee, and gave my note at four months, which I paid; I sold them to Rennie for \$1432.08, which he paid me for them. In the dealings which I had with Mr. Robert Rennie in reference to the Lodi print 10 works, or in reference to any other dealings which I had with him, I never knew that Mr. Archibald Bryce was partner of Robert Rennie in the Lodi print works, or interested in any way with him in said print works or his business. During all the time I transacted business with Robert Rennie, I knew Mr. Bryce in the capacity of agent for Robert Rennie, and in no other capacity in relation to Mr. Rennie's business.

A paper writing, purporting to be a lease from Enoch Hopper to James Rennie, dated August 12th, 1834, for certain property situate in the township of Lodi, county of Bergen, 20 in said lease particularly described, and marked *Exhibit No. 5, ex parte* defendants, being shown to witness, he says—the title of the property in said lease was conveyed by Enoch T. Hopper and wife to this deponent, and still remains in me, although I have executed an agreement to convey it to Robert Rennie upon certain terms. Mr. Rennie has put up extensive buildings upon the property to which I now hold the title, which buildings cost over \$8000.

EDWARD I. EARL.

Sworn and subscribed, this 22d day of July, A. D. 1853, before me. 30

W. HALSTED, jun., M. C.

Further examination of witnesses was here adjourned until Friday, October 14th, 1853.

Friday October 14th, A. D. 1853.—Present Nelson Chase and A. O. Zabriskie, esquires, of counsel with defendants, and F. T. Frelinghuysen, esquire, of counsel with complainants.

Examination of witnesses continued.

Depositions of witnesses and marking of exhibits in the above stated case taken before me, William Halsted, junior, master and examiner.

Cross-examination of Edward I. Earl, a witness upon the part of the defendants, taken on the fourteenth day of October, A. D. 1853, in the presence of F. T. Frelinghuysen, esquire, of counsel for the complainants, and of Nelson Chase, esquire, of counsel for defendants.

I am a merchant in Hackensack, and have been for twenty  
 10 years. I knew of Archibald Bryce and James Rennie being in partnership together, and have sold them lumber; they did business in Lodi, on the same premises now occupied by Robert Rennie; they were in the calico print works, the same as Robert Rennie; James Rennie was a young man when they went in business together; he was from twenty-five to thirty years old. I got acquainted with Mr. Bryce in Cedar-street, New York; I can't say whether it was before or after he came to Lodi; it is more than I can say whether Mr. Bryce was reported to be a man of large property; I never knew  
 20 him to be worth any sum of money. Mr. James Rennie and Mr. Bryce carried on business at Lodi until they failed; I can't tell rightly how long they were together without my books, but should think for ten to fifteen years, perhaps not so long. Some buildings were put up by James Rennie and Mr. Bryce, or one of them; during the time they were in partnership at Lodi, some of the buildings were burnt down; all that were left of what they put up I bought. They had an office in Cedar-street, New York, connected with their business for  
 30 some time. I saw Robert Rennie about the premises at Lodi the same as other employees during the time James Rennie and Mr. Bryce were in partnership. When James Rennie and Bryce made an assignment to Colgate, they owed me in the neighborhood of \$800, and Peter H. Kip came to me and said to me, now you go buy that property, and get Robert Rennie to become responsible, and you can save your debt—and I did so. I took Rennie's obligation for the debt and for all I bought of Colgate. It was understood before I made the purchase of Colgate that I should receive Robert Rennie's obligation; Peter Kip came to me, and so told me. I paid Mr.

Colgate for the leases; I gave him my notes, which I paid at maturity, and Mr. Robert Rennie afterwards paid me by degrees; it is not all paid yet.

*Quest.* After you made the purchase of Colgate of the leases and other property mentioned in *Exhibits No. 2* and *3*, what became of the property?

*Ans.* Robert Rennie took possession of it. Some of the machinery Mr. Robert Rennie did not want to make use of, and sold it and paid me the money, and that sum is credited on *Exhibit No. 2*. Such sales amounted to about three or four 10 hundred dollars.

On the day of the sale by Colgate to me, which was an auction sale, I saw Bryce at the Lodi print works; I don't know that I have seen him there since. Peter Kip came to me to make the proposal to me of which I have spoken a few days after James Rennie and Mr. Bryce failed; he did not tell me a word about James Rennie having no objection to my becoming the purchaser as proposed; it was his own proposal, so far as anything he said. Robert Rennie was a partner at the time I purchased the leases of Colgate; not a poor man— 20 not a wealthy man. At the time of my purchase and prior thereto, Robert Rennie was there about the premises, and when he bought of me he went to work and put the premises in order. James Rennie did not remain there long after the sale. I never had anything to do with James Rennie after I sold; he had a house there for a short time, but I did not see him about the premises. While Mr. James Rennie and Mr. Bryce were in partnership, Mr. Bryce, I suppose, made his residence in New York, for I never saw him in Lodi. I bought all the goods sold by Colgate at the auction at Lodi spoken of; this sale at 30 Lodi took place December 17th, 1834, or a few days before, I can't tell which. *Exhibit No. 2* shows the state of accounts between witness and Robert Rennie at the time it bears date, in June 5th, 1840, and also subsequent payments endorsed on it. Mr. Robert Rennie did not owe me anything before the time of the sale, and when I sold to him he became indebted to me, and I considered myself safe enough, because I made no transfer of the property to him. I proposed the execution of the paper marked *Exhibit No. 3* to Mr. Robert Rennie, and I told Mr. Bryce to go and draw it. I saw Mr. Robert 40

Rennie at his house at Lodi, and on my way up the river to Albany ; I saw Mr. Bryce in Cedar-street, at the office, and told him Mr. Rennie put too much confidence in me ; I told him I was going up and down the Hudson river, and life was uncertain, and if my life was lost on the way, my heirs might give Mr. Rennie trouble in claiming the property, and I told him to draw the paper. At the time I produced the leases, Jacob Hopper owned the fee of the premises where the large brick building stands. Enoch Hopper owned the fee to some part of the  
 10 premises. There were no buildings except the remains of burnt buildings on that part of the property owned by Enoch Hopper. He conveyed property to me in July, A. D. 1836, and I paid him for it in specie ; the consideration was \$200 ; I had a right, under a clause in the lease, to purchase this property ; I served a notice upon him, and brought him the specie.

*Quest.* How did you come to make this purchase of Enoch Hopper ?

*Ans.* To make me more safe in my sales to Mr. Robert Rennie.

20 *Quest.* At whose suggestion did you make the purchase ?

*Ans.* Peter A. Kip. Buildings have been put upon that property, since I made the purchase, by Robert Rennie, to the amount of six, seven, or eight thousand dollars, I should think, including machinery and all, perhaps more. I still hold the title to the property I purchased of Enoch Hopper. The agreement to convey the Enoch Hopper property to Robert Rennie, referred to in my principal examination, is the agreement contained in *Exhibit No. 2, ex parte* defendants.

A paper writing, purporting to be a letter from Archibald  
 30 Bryce to William Crombie, being shown to witness, he says, this paper is in the handwriting of Archibald Bryce. This paper is offered in evidence, and marked *Exhibit K, ex parte* complainants, being objected to upon the part of the defendants as incompetent and irrelevant.

The handwriting of a paper writing, purporting to be a letter from Archibald Bryce to Magdalene Bryce, dated February 19th, 1849, is admitted by the counsel of the defendants to be that of Archibald Bryce. This paper is offered in evidence *ex parte* complainants, and is marked *Exhibit L, ex*  
 40 *parte* complainants, but is objected to upon the part of defendants as irrelevant and incompetent.

The handwriting of a paper, purporting to be a letter from Archibald Bryce to William Crombie, dated May 6th, 1847, is admitted by counsel of defendant to be that of Archibald Bryce. This paper is offered in evidence *ex parte* complainants, and is marked *Exhibit M*, and objected to by counsel of defendants.

A paper writing, purporting to be a copy of the inventory of the estate of Archibald Bryce, deceased, filed December 1st, 1849, is offered in evidence *ex parte* complainants, and marked *Exhibit N*, and is admitted to be such by the counsel of de- 10  
fendants.

I don't know whether Archibald Bryce was worth much or little, neither do I know his reputation on that subject. Robert Rennie was the acting man at Lodi after my sale to him, but I don't know whether there was any one in New York who helped him to money, or was interested with him. I do not know of my own knowledge, whether Mr. Kip came to me at anybody's suggestion, but I believe he came of his own accord, he and I being like two brothers.

And being re-examined in chief upon the part of the de- 20  
fendants, said—I know that Archibald Bryce and James Rennie failed in business at Lodi. After my sale to Robert Rennie, I did business with him as proprietor of the Lodi print works. I never did business with Archibald Bryce after that sale as having any interest in the Lodi print works. The sale by Colgate was a public auction sale. There were some things sold at that sale which I did not purchase; there was an old bell, which I did not want, and which they did not want; by they, I mean Robert Rennie. If my memory is right, there was also a press sold which I did not purchase, which did not belong 30  
to them, but to some one else. I understood that Bryce and James Rennie confessed judgment to Robert Carrick, which swept all the calicoes, goods, muslins, &c. There was no other sale by Colgate. The amount of my purchase from Colgate was upwards of \$7000; I sold the whole of my purchase to Robert Rennie; I gave Mr. Robert Rennie credit for this sale through Peter Kip; he told me how to proceed, and I did it.

And being again cross-examined upon the part of the complainants, said—While Mr. Bryce was a partner of James Rennie, I never had any dealings with Mr. Bryce alone; in 40

my transactions with James Rennie and Bryce, I dealt with James Rennie, and not with Bryce.

EDW'D I. EARL.

Sworn and subscribed, this 14th day of October, A. D. 1853, before me.

W. HALSTED, jun., M. C.

*William Greig*, a witness produced upon the part of the defendants, being duly sworn according to law, doth depose and say—I reside at the Lodi print works, New Jersey. I am  
10 in the employment of Mr. Robert Rennie as confidential clerk and general manager of the business, that is keeping his factory books, attending to buying and city business; I have been with him since May, A. D. 1846. I knew Archibald Bryce well; Mr. Bryce, in his lifetime, attended to most of the city transactions as agent for Robert Rennie.

*Quest.* From your connection with the business of Robert Rennie, and knowledge of the books, do you know what interest, if any, Bryce had in the Lodi print works? [Question objected to by counsel of complainants.]

20 *Ans.* I am not aware of his having any interest, and from the books I judge there was no interest.

And being cross-examined upon the part of the complainants, said—I am the brother-in-law of Robert Rennie; we married sisters.

*Quest.* How did you become well acquainted with Archibald Bryce?

*Ans.* From frequently visiting the office at 14 Cedar-street, New York, in connection with the business, and seeing him once or twice a year out at Lodi.

30 I came from the corner of Sixth avenue and South-street, New York, when I went to Lodi, in 1846. I was a retailer of dry goods. I never knew where Mr. Bryce lived, but I understood he boarded with a lady named Bradley in New York. I have got money of Mr. Bryce for the payment of the hands at Lodi; except when Mr. Rennie brought it, I am not aware of any money coming in any other way from Mr. Bryce than by my hands. Mr. Bryce did not make sales, that I am aware of, but he made purchases of supplies for the fac-

tory. People would call at the office wanting employment, and Mr. Bryce would send them up to Mr. Rennie at the factory ; Bryce did not engage them, but would send them up to Mr. Rennie. The reason of my judging from the books that Mr. Bryce was not interested, was because the books were kept in Mr. Rennie's name alone ; Mr. Bryce's name does not appear at all ; I never knew him to draw on Mr. Rennie for money ; Mr. Rennie used to pay him money received from commission houses for goods sold on account of Robert Rennie to pay accounts or account of Robert Rennie ; I frequently 10 saw the account of sales from commission houses. There are two sets of books connected with the concern at Lodi ; one at Lodi, one in the city ; I only kept the set at Lodi ; I have only kept those books for some short period since Mr. Bryce's death, but I have seen and examined the old books frequently. I was not occupied in the office where the books were kept since Mr. Bryce's death, but was engaged in the business at other things since May, A. D. 1846. My occupation before Mr. Bryce's death was in managing the store there connected with the works and looking after the village buildings belong- 20 ing to Mr. Rennie. We made up a balance sheet of the business connected with the store once a year, and gave it to Mr. Rennie ; I think it was filed in the office at the works ; I think some of them are there yet.

*Quest.* Had you anything else to do with the business, more than you have stated in your cross-examination, before Mr. Bryce's death ?

*Ans.* Not that I recollect of, except buying supplies for the store in the city and giving an order for drugs, which was generally to Mr. Bryce's. The factory books contain state- 30 ments of cloth received at the works, and sent to the city printed, and statements of the cost of printing for the different departments of the works.

*Quest.* Who bought and sent up those goods for the factory ?

*Ans.* I do not know who bought them at that time, but my belief is that Mr. Rennie bought them. The goods were returned to different commission houses in the city ; the account of those goods were sent to 14 Cedar-street, New York, to be entered in the books there. I was not at all conversant with the books kept in New York prior to Mr. Bryce's death. I 40

had charge of the building, repairing, &c., of the dwellings for the workmen at Lodi during Mr. Bryce's lifetime; I don't mind bringing up any money from Mr. Bryce for that specific purpose; it was generally handed to me by Mr. Rennie. The books of which I have charge show, prior to Mr. Bryce's death, no account whatever with Mr. Bryce. The books of which I have charge now, and prior to Mr. Bryce's death, contain the accounts with the employees at the factory only.

*Quest.* Do those books, prior and since Mr. Bryce's death, show all the expenses connected with the printing of cloths and the business of the concern?

*Ans.* The printing of the cloths only, not all the expenses of the concern.

*Quest.* What class of expenses of the business, other than the printing of cloths, do those books contain?

*Ans.* Expenses for various supplies bought in that immediate neighborhood and wages of those employed at the factory.

The books prior to Mr. Bryce's death, some of them, are at the factory, except an old pay-book, which was thought to be in the way, was of no use, and was put, with a basket of papers, in the furnace. The city books prior to Mr. Bryce's death, I think are at 14 Cedar-street, but cannot positively say; I have not examined them. Mr. Bryce wrote up to Mr. Rennie daily.

And being re-examined upon the part of the defendants, said—When Bryce purchased supplies for the factory he always purchased them in the name of Robert Rennie, I always understood; in those cases frequently invoices of those goods were sent, in Rennie's name, directly to the factory, and sometimes to 14 Cedar-street.

*Quest.* How do you know that Bryce collected moneys for account of sales for Rennie's goods by commission houses?

*Ans.* Because the commission houses furnished money as it was wanted, and as city agent Mr. Bryce received it.

*Quest.* When you went to Mr. Bryce to get money to take up to the factory to pay hands, &c., whose money did you apply for, Bryce's or Rennie's? [Question objected to as being illegal.]

*Ans.* Mr. Rennie's.

*Quest.* In what capacity of Bryce did you apply to him for

money to take up to the factory? [Question objected to as illegal.]

*Ans.* As Mr. Rennie's agent. I have frequently seen the account of sales by commission houses of these goods.

*Quest.* In whose name were those accounts of sales? [Question objected to.]

*Ans.* Always in Mr. Rennie's.

And being again cross-examined, said—

*Quest.* State what you said to Archibald Bryce on occasions of applying to him for money for the factory? 10

*Ans.* That I wanted the money for the pay.

*Quest.* Is that all you mean to say in answer to the question?

*Ans.* Yes.

*Quest.* State how you know that Archibald Bryce was the agent of Rennie?

*Ans.* Because all transactions that I ever saw were in Rennie's name.

*Quest.* Can you state any other reason than that?

*Ans.* None that I can recollect. 20

WILLIAM GREIG.

Sworn and subscribed, this 14th day of October, A. D. 1853, before me.

W. HALSTED, jun., M. C.

A paper writing, purporting to be a lease from Jacob H. Hopper to James Rennie, dated 8th February, 1853, for a lot of land in Lodi, Bergen county, New Jersey, is admitted to be such by counsel for complainants. This paper is offered in evidence, and marked *Exhibit No. 6, ex parte* defendants.

Also, certified copy of lease admitted from Jacob H. Hopper to James Rennie, dated 28th December, 1831, for a certain saw-mill and saw-mill with the appurtenances, situate in Lodi, Bergen county, New Jersey, admitted by counsel of complainants.—This paper is offered in evidence *ex parte* defendants, and marked *Exhibit No. 7.*

Also, certified copy of lease, dated 27th May, 1831, from Jacob H. Hopper and James Rennie, for certain tract of land in Lodi, marked *Exhibit No. 8, ex parte* defendants, and admitted by counsel of complainants, dated October 14th, 1853.

W. HALSTED, jun., M. C. 40

Examination taken at Jersey City City, August 25th, 1854, in the presence of Nelson Chase, of counsel with defendants, and F. T. Frelinghuysen, solicitor of complainants.

*Cyrus Taft*, a witness produced upon the part of the defendants, being cross-examined upon the part of the complainants, saith :

*Quest.* Do you know whether Mr. Bryce was interested as a partner with Robert Rennie or not ?

*Ans.* No.

- 10 I did not know Archibald Bryce when he was doing business with James Rennie. If I had thought Bryce was a partner of Robert Rennie I would have wanted him to join in the bond and mortgage referred to in my testimony.

CYRUS TAFT.

Sworn and subscribed, this 25th day of August, A. D. 1854, before me.

W. HALSTED, jun., M. C.

- A paper writing, purporting to be a deed from Enoch Hopper to Robert Rennie, dated April 24th, 1848, is offered in evidence *ex parte* defendants, and marked *Exhibit No. 12, ex parte* defendants.

Also, a paper writing, purporting to be a deed from Enoch Hopper and Gertrude his wife, dated October 30th, 1843, to Robert Rennie, and marked *Exhibit No. 13, ex parte* defendants.

Also, a paper writing, purporting to be a deed from Jacob H. Hopper and Rebecca his wife to Robert Rennie, dated November 1st, 1839, marked *Exhibit No. 14, ex parte* defendants.

- 30 Also, a paper writing, purporting to be a deed from Richard Stagg and Sally his wife to Robert Rennie, dated May 10th, 1847, marked *Exhibit No. 15, ex parte* defendants.

Also, a paper writing, purporting to be a deed from Richard Stagg and Sally his wife to Robert Rennie, dated April 11th, 1846, marked *Exhibit No. 16, ex parte* defendants.

Also, a paper writing, purporting to be a deed from Christian A. Zabriskie to Robert Rennie, dated April 2d, 1846, marked *Exhibit No. 17, ex parte* defendants.

Also, a paper writing, purporting to be a deed from Abraham C. Zabriskie and Maria his wife to Robert Rennie, dated April 2d, 1846, marked *Exhibit No. 18, ex parte* defendants.

Also, a paper writing, purporting to be a deed from Robert S. Gould, administrator of Robert Cook, deceased, to Robert Rennie, dated April 26th, 1847, marked *Exhibit No. 19, ex parte* defendants.

Also, a paper writing, purporting to be a deed from Lawrence Vreeland and Eliza his wife to Robert Rennie, dated May 13th, 1845, marked *Exhibit No. 20, ex parte* defendants. 10

Also, a paper writing, purporting to be a deed from Lawrence Vreeland and Eliza his wife to Robert Rennie, dated June 12th, 1841, marked *Exhibit No. 21, ex parte* defendants.

Also, a paper writing, purporting to be a deed from Charles Colgate to Robert Rennie, dated November 30th, 1838, marked *Exhibit No. 22, ex parte* defendants.

Also, a paper writing, purporting to be a deed from Richard Stagg and Sally his wife to Robert Rennie, dated October 6th, 1845, marked *Exhibit No. 23, ex parte* defendants.

Also, a paper writing, purporting to be a deed from Richard 20 Stagg and Sally his wife to Robert Rennie, dated May 13th, 1845, marked *Exhibit No. 24, ex parte* defendants.

Also, a paper writing, purporting to be a deed from William Nicoll, trustee of the children of John V. D. Brinkerhoff, to Robert Rennie, dated May 20th, 1841, marked *Exhibit No. 25, ex parte* defendants.

A paper writing, purporting to be a deed from Abraham C. Zabriskie and Maria his wife to Robert Rennie, dated May 13th, 1845, marked *Exhibit No. 26, ex parte* defendants.

Also, a paper writing, purporting to be a deed of release 30 and quit-claim from Christian A. Zabriskie to Robert Rennie, dated May 15th, 1845, and incorporated in *Exhibit No. 26*, above mentioned, and marked *Exhibit No. 27, ex parte* defendants.

Also, a paper writing, purporting to be a deed of release and quit-claim from James Cadmus to Robert Rennie, dated May 15th, 1845, also incorporated in *Exhibit No. 26*, and marked *Exhibit No. 28, ex parte* defendants.

Also, a paper writing, purporting to be a deed from James

Rennie to Robert Rennie and Peter Rennie, dated May 10th, 1834, and marked *Exhibit No. 29, ex parte* defendants.

W. HALSTED, jun., *M. C.*

Dated August 25th, 1854.

Filed May 19, 1857.

BABBITT, *Clk.*

Examination of witnesses, &c., in a cause depending in the Court of Chancery of the state of New Jersey, wherein William Crombie and Isabella his wife and Magdalene Bryce are complainants, and Robert Rennie, Andrew Macfarlane, and Enoch Hopper, Orray Taft, Cyrus Taft, and Jabez C. Knight are defendants; taken before me, John Hopper, one of the masters and examiners of said court, at my office in the city of Paterson, on the twenty-sixth day of January, in the year of our Lord one thousand eight hundred and fifty-five, in the presence of Frederick T. Frelinghuysen, esquire, of counsel for the said complainants, and of William Halsted, esquire, solicitor and of counsel for the said defendants; due service of notice of this examination being admitted by the solicitor of the defendant.

*Robert Carrick*, of the city of Paterson, being duly sworn, on his oath saith—I knew Archibald Bryce of Lodi, in this state; I was intimate with him. At Lodi, when I knew Mr. Bryce, there was a printing establishment carried on—calico printing. The persons who first carried on that business at Lodi were James Rennie and Archibald Bryce; my dealings with them were pretty much in assisting them to carry on the business there; I had no other business with them. James Rennie and Archibald Bryce continued to carry on the business there, according to a memorandum I have taken, to the year of about eighteen hundred and thirty-four, when there was a balance due from them to me of thirteen thousand five hundred and ninety-two dollars and eighty cents; that was the balance then owing to me, according to my memorandum; and the mills were burned down at that time, I presume; I presume my books would show up to what time they con-

tinued the business. This balance was realized by me by their confessing a judgment to me, and the property sold under it by the sheriff; the property brought, at the sheriff's sale, a surplus over my claim of two thousand three hundred and sixty-eight dollars and eighty-one cents; I paid that surplus to Mr. Bryce, on the tenth day of November, eighteen hundred and thirty-four; I cannot say who bought the property at that sale. The print works were afterwards rebuilt, and the same kind of business was continued there as there had been before they were burned—calico printing. 10

James Rennie was about the place for a number of years after that; he remained there; I can't say when James Rennie left there, but if Archibald Bryce died in 1849, James Rennie left there probably four or five years before Mr. Bryce's death. James Rennie was the elder brother of Robert Rennie; James Rennie had his house and dwelling at Lodi for some time after the fire in 1834; I dealt with James Rennie and Archibald Bryce as partners; I understood from both of them that they were partners. After James Rennie left, Archibald Bryce still retained apparently his connection with the business; he 20 did, so far as I could see; he seemed to continue the same charge of the business in New York, and continued to borrow money of me to carry on the business. I knew Robert Rennie also.

*Quest.* At the time of the burning down of the works at Lodi, and for a year or two subsequent, was Robert Rennie a man of wealth or anything of a capitalist?

*Ans.* I should say no, to the best of my belief.

Mr. Bryce up to the time of his death continued to attend to the business of these works in New York; he went up to 30 the works occasionally, not very often in his latter years, as he was in poor health; he appeared to take complete charge of the business in New York.

*Quest.* From your observation, did you believe Archibald Bryce to be a partner with Robert Rennie in that business? [Objected to.]

*Ans.* I did so, distinctly—not from any knowledge by seeing any articles of partnership, or that either of them told me so, but from my observation; so far as my observation went, I had no doubt of it. 40

*Quest.* Was Archibald Bryce generally reputed to be the partner of Robert Rennie in that business?

*Ans.* I cannot say, as I never talked with so many persons as to know what the general repute upon the subject was; I am not in the habit of talking much to persons about other people's affairs.

What impressed it more upon my mind was that after the factory was rebuilt, Mr. Bryce continued to borrow money of me to carry on the business there; a doubt of it never crossed 10 my mind. I commenced loaning Mr. Bryce for this business on the second of February, eighteen hundred and thirty-five, and continued until the eighteenth of January, eighteen hundred and forty-four. I understood that he borrowed it to carry on this business; he was carrying on no other business. Whether he loaned it to Mr. Rennie I don't know; it was to carry on the printing business there distinctly, as I understood from him. [The counsel of defendants object to the part of the answer as to what Mr. Bryce said.]

On the eighteenth of January, eighteen hundred and forty- 20 four, the balance due me was three thousand six hundred and nineteen dollars and eighteen cents; Mr. Bryce paid it that day, and that closed the account; I don't think he borrowed a cent of me after that day.

This borrowing was sometimes for a few weeks, sometimes for a few months, and just as the money was wanted.

*Quest.* Did you judge that the business of the Lodi print works had, in January, A. D. 1844, become a self-sustaining business, not requiring longer these temporary loans? [Objected to.]

30 *Ans.* Yes.

*Quest.* Since the death of Mr. Bryce, by whom has the business at the Lodi print works been conducted?

*Ans.* By Mr. Robert Rennie, as far as I know.

*Quest.* Have you heard of Mr. Robert Rennie having become involved in his business there, or in any way insolvent since then? [Objected to.]

*Ans.* No.

*Quest.* Has he since then stopped payment in his business?

*Ans.* No, not that I know of; I never heard anything of 40 the kind; I think I would have heard it, if anything of the kind had taken place.

*Quest.* What was Mr. Bryce's mode of life in New York—did he keep house or board?

*Ans.* He had lodgings up town with Mrs. Bradley, and took his dinners down town, and I believe his breakfast too.

*Quest.* Had he made his residence at the house of Mrs. Bradley during most of the time that he had been in New York?

*Ans.* I think he must have had lodgings with Mrs. Bradley from the year eighteen hundred and thirty until his death. He had lived in New York many years before his connection 10 with these works; his residence was in New York during the whole time he was in this country, being away occasionally—and he had been in this country since the last war.

*Quest.* About how old was Mr. Bryce when he died?

*Ans.* I should suppose from sixty-five to seventy years.

*Quest.* Do you know of what malady he died?

*Ans.* I do not.

*Quest.* Did he have a high regard for Mrs. Bradley?

*Ans.* I don't know anything at all about it; I had called there to see him in previous attacks of sickness, and he then 20 mentioned that Mrs. Bradley was very kind and careful and attentive to him; that she was a good nurse to him; I cannot speak further than this.

Being cross-examined for defendants:

*Quest.* At the time of the burning of the print works at Lodi, and for a year or two afterwards, was Mr. Bryce a man of wealth or anything of a capitalist?

*Ans.* No.

*Quest.* Did Mr. Bryce ever tell you that he was in partnership with Robert Rennie? 30

*Ans.* Never.

*Quest.* Did Robert Rennie ever tell you that he was in partnership with Mr. Bryce?

*Ans.* Never.

*Quest.* At the time of the burning of the print works, did or did not Mr. Bryce and James Rennie fail in business?

*Ans.* Yes, they failed.

*Quest.* Did not Mr. Bryce continue unable to pay his debts for a long time after that?

*Ans.* Yes. 40

*Quest.* Did you compromise your claim, or any claim against Mr. Bryce for less than the amount of it?

*Ans.* I did.

*Quest.* For what per centage did you compromise?

*Ans.* I cannot tell the per centage, but it was for a good deal less than the amount.

*Quest.* Did you, or not, compromise for thirty-seven and a half cents on the dollar?

*Ans.* It was about that per cent. ; that was an old debt prior 10 to his going into this printing business.

*Quest.* Did you receive the last payment on the compromise about the year 1846?

*Ans.* It was about that time ; can't tell whether it was in 1845, 1846, or 1847.

*Quest.* Do you recollect whether Mr. Bryce used to come to Paterson, and take dinner with you on Sundays?

*Ans.* He did occasionally, and sometimes on fourth of July.

*Quest.* Did you hear him say that he did not come on other days through fear of his creditors?

20 *Ans.* Yes ; I believe that was the reason.

*Quest.* Do you know whether it was from fear of his own creditors or the creditors of James Rennie and Bryce?

*Ans.* I believe it was the creditors of James Rennie and Bryce.

*Quest.* Did that apprehension of his creditors continue down to the year 1846?

*Ans.* I rather think it did.

*Quest.* Do you recollect of his having been here one Sunday, and being left, so that he could not leave till Monday, 30 and being afraid on account of a claim that Col. Garrison had against him?

*Ans.* I do not recollect that ; although I believe Col. Garrison had a claim against him.

*Quest.* Did you make a memorandum in your books when he, Mr. Bryce, borrowed of you?

*Ans.* I did—made an account in my books when he borrowed, and paid the money ; I opened an account with Mr. Bryce, and charged him with the money when he borrowed it, and credited it to him when he paid it back.

40 *Quest.* Do you know from your own knowledge where

Mr. Bryce obtained the money from when he squared your account, and paid you the balance of over three thousand dollars?

*Ans.* No.

*Quest.* Do you know from your own knowledge where Mr. Bryce obtained any of the money that he repaid to you from time to time?

*Ans.* No; I don't recollect of his telling me where he got it, and I never asked him.

*Quest.* Do you know of your own knowledge what Mr. 10 Bryce did with the money that you loaned him from time to time?

*Ans.* To say that when Mr. Bryce received the money from me, that I saw what he did with it, and take it in his hands, and see just where he put it—I do not.

*Quest.* Do you know of your own knowledge what he did with the money that you loaned him from time to time?

*Ans.* My answer is, if you mean that I followed him, and saw what he did with it, or whose hands he put it into, I did not do it; but the whole transactions were, that he got the 20 money to assist these works—to carry them on.

*Quest.* Do you know of your own knowledge what Mr. Bryce did with one dollar of all the money you loaned him?

*Ans.* I can't answer that question.

Being re-examined on the part of complainants:

*Quest.* You have said you thought James Rennie went away about four or five years before Mr. Bryce's death, was Mr. Bryce at that time a man of some means?

*Ans.* I don't know.

*Quest.* Did he seem straightened in his business after eight- 30  
teen hundred and forty-four?

*Ans.* Not to my knowledge.

*Quest.* Did you believe him at the time of his death to be a man of property? [Objected to.]

*Ans.* I don't know; I can't swear about it one way or the other.

*Quest.* Did you believe him interested in the Lodi print works, and in the business there done, at the time of his death? [Objected to.]

*Ans.* I did.

*Quest.* You have said that Mr. Bryce did not tell you he was in partnership with Robert Rennie, did you or not consider that as assumed in your conversations and business transactions with him? [Objected to—the question is withdrawn.]

*Quest.* You have said that Mr. Bryce did not tell you he was in partnership with Robert Rennie, did you or not consider that as assumed in your business transactions with him? [Objected to.]

10 *Ans.* I did.

*Quest.* Did you ever have any conversation with Robert Rennie as to whether Mr. Bryce was or was not his partner previous to Mr. Bryce's death?

*Ans.* Never.

*Quest.* When James Rennie left the print works, did his interest there cease?

*Ans.* All I can say is, I believe it did; I don't know.

*Quest.* Where did James Rennie go after that?

*Ans.* I believe he took a trip to Europe; don't know how  
20 long he was there.

*Quest.* Did he seem to be in funds after he so left? [Objected to.]

*Ans.* I don't know whether he was in possession of funds or not; I don't know, except from common report and talk; nothing as to that came under my observation.

*Quest.* Was he after that reputed to be a man of means—having ready funds? [Objected to.]

*Ans.* I might say what I heard in conversation with people; I have heard people say that he got a considerable amount  
30 from the Lodi print works; I never heard him say so.

*Quest.* Was the payment of \$3619.18, of which you have spoken, a payment on an old debt, or for money you had advanced while Mr. Bryce was connected with the print works?

*Ans.* I think I have already got that stated, by giving the date and when he paid it; it was upon the advances made after February 2d, 1835; it was not upon any old debt; it was altogether upon the fresh loans.

*Quest.* You say you do not know of your own knowledge where Mr. Bryce obtained the money that he paid you, do  
40 you know of Mr. Bryce having any other source to obtain

money from during the period of these payments, than his interest in the business of the Lodi print works? [Objected to.]

*Ans.* I do not.

*Quest.* Have you ever heard of his having any other source? [Objected to.]

*Ans.* No.

*Quest.* Did Mr. Bryce compromise and get a discharge from his old creditors generally?

*Ans.* I believe so; as far as I understood I heard so, with the exception of one or two creditors he got a discharge. 10

Being again cross-examined on part of defendants:

*Quest.* You have said Mr. James Rennie went to Europe, did he return to this country?

*Ans.* He did, and died in this country; I can't tell whether he was gone to Europe for six or twelve months?

*Quest.* About what time, as you understood, did Mr. Bryce compromise with his creditors?

*Ans.* I think it must have been about the same time he compromised with me, 1846.

Mr. Robert Rennie called around upon me. 20

Being re-examined for complainants.

What James Rennie and Bryce owed when they failed, they paid me in full through the judgment, as I stated. The compromise with the creditors generally was for the debts of James Rennie and Bryce.

R. CARRICK.

Taken and subscribed, January 26th, 1855, before me.

JOHN HOPPER, M. C.

*Abraham Kipp*, a witness produced on the part of the complainants, being duly sworn on his oath saith—I was forty- 30  
nine years old last July; I was brought up on the property adjoining the Lodi print works; I lived there until I was twenty-one years old, and when I was married, I moved to the New bridge for about four years; then I moved back to the same neighborhood where I was brought up for about two years; then moved to New York, and lived there sixteen years; and then moved back to our old place, where I built, and have lived there ever since. My father died some fifteen

or sixteen years ago, and he lived on the property adjoining the print works. I have always been acquainted with the people about the print works more or less; I first knew Robert Rennie twenty years ago, and over; I should think he is not over thirty years of age, not much over—he may be older; I only guess at it.

I have carted some of the goods of the print works in New York; I have carted considerable for them there—not all of their goods, but have done it whenever they called on me.

10 Mr. Bryce generally paid me, and I carted by his instructions; whenever a vessel came in with goods, I carted them by his instructions. When Mr. Bryce did not pay me, another man there, Macfarlane, paid me.

*Quest.* From the manner in which Mr. Bryce conducted the business in New York; and the directions he gave you about the business, did you at the time consider him the agent, or that he was interested in the print works? [Objected to.]

*Ans.* I considered he was interested, from the manner in which he gave instructions.

20 *Quest.* Was Mr. Bryce generally reputed to be a partner of Robert Rennie in the business of the print works? [Objected to.]

*Ans.* It was so reputed; from my own knowledge, I don't know that he was. My father's name was Peter A. Kipp.

*Quest.* Do you remember of his going, after the sale of the print works by the sheriff, over to see Mr. Earl to make some arrangement about continuing the print works on that property? [Objected to.]

30 *Ans.* I have some recollection about it—about his going there, but for what I can't state exactly—it was for something about the print works I recollect.

There have been some new buildings put up at the print works since Mr. Bryce's death—I can't say how many; there was a large brick building put up there last summer, and there was one put up not very long ago for a reading room. There may have been others put up; they were building something all the time. The works have been considerably improved the last five or six years, and during that time I suppose the business has been extensively and prosperously conducted there; a

good many hands have been employed there ; I don't know how it is.

ABR'M KIPP.

Taken and subscribed, January 26th, before me.

JOHN HOPPER, *M. C.*

Filed February 7, 1855.

BODINE, *Clk.*

Examination of witnesses, &c., in a cause depending in the Court of Chancery of the state of New Jersey, wherein William Crombie and Isabella his wife and Magdalene 10 Bryce are complainants, and Robert Rennie, Andrew Macfarlane, and Enoch Hopper, Orray Taft, Cyrus Taft, and Jabez C. Knight are defendants, taken before me, John Hopper, one of the masters and examiners of said court, at my office, in the city of Paterson, on the nineteenth day of March, A. D. 1855, in the presence of William Gledhill, esq., of counsel for the complainants, and Mr. Chase, counsel for the defendants, and Robert Rennie personally ; due service of notice of this examination being acknowledged.

*John S. Kipp*, a witness produced on the part of the com- 20 plainants, being duly sworn, on his oath deposeth and saith— I am thirty-nine years old— will be next April ; I have lived most part of my time in township of Lodi, in the county of Bergen. James Rennie formerly carried on the print works at Lodi ; he first started it ; it was carried on by him ; I believe he continued to conduct the business there alone, at any rate it went in his name, as far as I know. I cannot tell exactly how long he continued to conduct it alone, but it was until he was burnt out. I knew Archibald Bryce ; I believe he had a connection with that business, as far as I know, it was always 30 considered so. [This answer is objected to by defendant's counsel.] Witness continues—

*Quest.* Was his connection with that business on his own account separately, or jointly with some other person ? [Ob- jected to.]

*Ans.* I believe it was with some other person, from dealings I have had with him. [This answer also objected to.] That other person was Mr. Rennie, Mr. Robert Rennie; this was after James Rennie failed.

*Quest.* After James Rennie failed, do you know what connection Robert Rennie had with the business of the print works at Lodi?

*Ans.* They say he was a partner of Mr. Bryce—that is all I know about it; that was the general opinion of the people; 10 that is not all that I know about it. [This whole answer is objected to.]

*Quest.* Was the matter of Robert Rennie's connection with Archibald Bryce in the print works at Lodi a subject of common and public talk at Lodi, after the failure of James Rennie? [Objected to.]

*Ans.* Yes, sir; that was the subject of the talk. [The answer and testimony objected to.]

*Quest.* What was the understanding among the public at Lodi, and the reputation, as to the matter of the connection, 20 of Robert Rennie with Archibald Bryce in that business? [Question and testimony objected to.]

*Ans.* It was that he had the largest capital in the concern. [This is objected to by complainants, as not being in answer to the question.]

The question being repeated, witness answers—The understanding was that they were partners. [The testimony and answer are objected to by defendants.]

*Quest.* What was the reputation and understanding at Lodi as to the connection of Robert Rennie and Archibald Bryce 30 in the print works at Lodi after James Rennie left? [Objected to.]

*Ans.* The understanding and reputation was that they were partners. [The answer and testimony objected to by defendants.]

*Quest.* In your judgment, was that understanding and reputation so public and general at Lodi that Robert Rennie must have been aware of it, or otherwise? [Objected to.]

*Ans.* Yes, sir. [The answer objected to by defendants.]

Question repeated, witness answers—Yes, sir; he must have 40 been aware of it. [This is objected to by the defendants, both as to the answer and the testimony.]

*Quest.* At that time, who had charge of the works at Lodi?  
[Objected to.]

*Ans.* Mr. Robert Rennie.

*Quest.* Did anybody else besides Robert Rennie have charge there at that time? [Objected to.]

*Ans.* I do not know.

*Quest.* Who had charge of the workmen there? [Objected to.]

*Ans.* Mr. Robert Rennie, I believe.

*Quest.* Was Robert Rennie's connection with the works at 10 Lodi at that time apparently the same as James' had been when he was proprietor, or not? [Objected to.]

*Ans.* I don't know much about James' connection with it. [The answer objected to by defendants.]

*Quest.* Was Robert Rennie's conduct at that time about the works and business at Lodi such as would be the natural conduct of a person having an interest as proprietor in the business, or otherwise? [Objected to.]

*Ans.* Yes, sir, it would. [The complainants' counsel requests the master to explain the question to the witness, if he 20 does not understand it; the defendants' counsel objects, and insists upon the question being again written down and repeated, if further answer is requested.]

*Quest.* Was Robert Rennie's conduct at that time about the works and business at Lodi such as would be the natural conduct of a person having an interest as proprietor in the business, or otherwise? [Objection to the question repeated.]

*Ans.* As having an interest in the business.

*Quest.* Did you ever do any work for the print works at Lodi after James Rennie left? 30

*Ans.* Yes, sir.

*Quest.* What kind of work was it?

*Ans.* Carting.

*Quest.* What did you cart for them?

*Ans.* Empty carboys.

*Quest.* Where was that done?

*Ans.* In New York.

*Quest.* Who sent those carboys to New York?

*Ans.* Robert Rennie.

*Quest.* What did you do with them? 40

*Ans.* I delivered them according to the order.

*Quest.* Would directions be received with those carboys where they were to be delivered?

*Ans.* Yes, sir, of course.

*Quest.* Did you deliver them according to such directions?

*Ans.* Yes, sir.

*Quest.* How did you get your pay for that service?

*Ans.* From Mr. Bryce.

*Quest.* What was it necessary for you to do in order to get  
10 the pay?

*Ans.* To sign a receipt.

*Quest.* Did you present him with any evidence of the delivery of the carboys?

*Ans.* Yes, sir.

*Quest.* What evidence?

*Ans.* A receipt from the men to whom I delivered them.

*Quest.* Did you sign any receipts for the money that you received of him for that service?

*Ans.* Yes.

20 *Quest.* By whom were the receipts written that you signed?

*Ans.* By Mr. Bryce.

*Quest.* In whose name were those receipts taken? [Objected to.]

*Ans.* It was either Bryce and Company, or Rennie and Company, I don't know which. [The answer is objected to by defendants.]

*Quest.* In whose name were those receipts written? [Objected to.]

30 *Ans.* The same answer that I gave before. [This is objected to by defendants.]

*Quest.* From your observation of the conduct of Robert Rennie and Archibald Bryce, did you or not believe them to be partners in the business and works at Lodi? [Objected to.]

*Ans.* I did believe them to be so. [Answer objected to by defendants.]

Cross-examined on part of defendants, without waiving any right to the objections that have been taken on their behalf to the witness' testimony, and to the questions put to him.

40 Witness being examined, says—my occupation is keeping store.

*Quest.* What kind of a store do you keep?

*Ans.* A grocery and liquor store.

*Quest.* How near is that store located to the Lodi print works?

*Ans.* The property joins.

*Quest.* How long have you kept there?

*Ans.* Three years next month.

*Quest.* Do you sell liquor there?

*Ans.* Yes, sir.

*Quest.* Has Mr. Robert Rennie had a good many men employed at the Lodi print works during the time you have kept store there?

*Ans.* Yes, sir.

*Quest.* Have you had any difficulty or misunderstanding with Robert Rennie within the last three years?

*Ans.* Yes, sir.

*Quest.* Have your relations with him during that time been unfriendly or friendly?

*Ans.* As far as I know, my feelings to him have been as good as his to me. 20

*Quest.* Have your feelings been friendly to Robert Rennie during the last three years, or otherwise?

*Ans.* Yes, sir; they have been friendly within the three years.

*Quest.* Have they been unfriendly the last three years?

*Ans.* Yes, sir.

*Quest.* Has there been any friendly conversation between you and Robert Rennie within the last two years?

*Ans.* About a year ago we had a talk in the yard.

Question repeated. 30

*Ans.* No, sir; I did not understand at first what you meant.

*Quest.* Then you and Robert Rennie have been hostile to each other during the last two years, and are so at the present time?

*Ans.* No, sir; not at the present time.

*Quest.* Have you and Robert Rennie been hostile to each other during the last two years?

*Ans.* Yes, sir.

*Quest.* When did you become reconciled to each other, or when did you make up friends? 40

*Ans.* We have not spoken together since.

*Quest.* Did Robert Rennie ever complain of you for selling liquor?

*Ans.* I never heard of it.

*Quest.* What was the cause of your hostility to Robert Rennie?

*Ans.* Because they would not let me do as I wanted to do.

*Quest.* Who do you mean by "they," in your last answer?

*Ans.* Robert Rennie.

10 *Quest.* What did you want to do that Robert Rennie would not let you do?

*Ans.* Keep a store in Lodi.

*Quest.* What objection did Robert Rennie make to your keeping a store in Lodi?

*Ans.* To take the trade out of his store.

*Quest.* Did Robert Rennie sell liquor at his store?

*Ans.* He sells alcohol; liquor is alcohol of course.

*Quest.* Does Robert Rennie sell rum, brandy, gin, whiskey, wine, or beer at his store?

20 *Ans.* Alcohol is what he sells.

Last question repeated.

*Ans.* I do not know.

*Quest.* Have you ever stated to any person that you would be revenged on Robert Rennie for having your license for selling liquor taken away or refused to you? [Objected to.]

*Ans.* No, sir; I have not revenged him, but he has revenged me. [This last is objected to by complainants' counsel, as not being in answer to the question.]

30 *Quest.* Have you not stated to Enoch Hopper, or in his presence, that you would be revenged on Robert Rennie for having your license for selling liquor taken away from you, or refused to you?

*Ans.* Not to my recollection.

*Quest.* Have you not stated to Jacob H. Hopper, or in his presence, that you would be revenged on Robert Rennie, or that you would pay him off for having your license for selling liquor taken away from you, or refused to you?

*Ans.* I don't speak to that man. I have not spoken to him for three years.

40 The last question being repeated—

*Ans.* Not to my recollection.

*Quest.* What do you mean when you say that Robert Rennie has been revenged on you?

*Ans.* I mean that he offered to kick me out of the yard one night, and my twitting him about things that he did not like to hear of—that my father put him there.

*Quest.* Whose yard were you in when this angry conversation took place between you and Robert Rennie?

*Ans.* In the factory yard.

*Quest.* Whose factory yard?

10

*Ans.* Rennie's.

*Quest.* What Rennie's?

*Ans.* I don't know who the yard belongs to.

*Quest.* Where is that yard?

*Ans.* Close to my dwelling.

*Quest.* Is it the yard of the Lodi print works?

*Ans.* Yes, sir.

*Quest.* What did that angry conversation which you had with Robert Rennie in the yard of the Lodi print works commence about?

20

*Ans.* I was going in the gate-way—went past the office in the yard—he stopped me, and wanted to know from me what business I had there that time of the evening; he told me I must go out of the yard; I told him I would go whenever I had my business done; I told him I was sent there by the sheriff, and he could not put me out—I would not go for him; then he told me to come into the office—that he wanted to know my business before I went any further; I told him I would—so I told him my business; then I had some subpœnas from the sheriff to serve on three young men, and after I had served them, then he told the young men what they had to do; then I was going out of the yard, and he followed me, and we had hard words together; he told me he would kick me out—I told him he could kick as quick as he had a mind to; I told him I would go out as quick as I could walk, I could go no faster; that is all I believe.

30

*Quest.* Were these young men subpœnaed because of a riot at your house? [Objected to.]

*Ans.* They were subpœnaed because of Dutchman breaking the windows in from the outside.

40

*Quest.* Who first spoke to you about your becoming a witness in this cause?

*Ans.* My brother Abraham.

*Quest.* When did he first speak to you?

*Ans.* A week or two before I got the subpoena—I can't tell the time exactly.

*Quest.* Were you first spoken to about becoming a witness within the last three months?

*Ans.* Yes, sir.

10 *Quest.* How many loads of carboys did you ever cart for Robert Rennie in the city of New York?

*Ans.* I suppose about twenty-five loads altogether—three times I recollect; three different lots came aboard the vessel.

*Quest.* To whom did you cart these carboys?

*Ans.* To a firm in Fulton-street—I could not tell their names now, and also at the corner of either John and Front, or John and Water streets.

*Quest.* What year was it when you carted those carboys?

*Ans.* Between seven and eight years ago—I cannot tell posi-  
20 tively.

*Quest.* You have said that the matter of Robert Rennie's connection with Archibald Bryce in the print works at Lodi was the subject of common and public talk at Lodi after the failure of James Rennie—what are the names of the persons whom you have heard talk on that subject?

*Ans.* Men that was in Rennie's employ at the factory there.

*Quest.* Do you mean men that were in Robert Rennie's employ?

*Ans.* Men that worked in the factory there.

30 *Quest.* What are the names of those men?

*Ans.* I do not know the names; there are not five out of ten in the factory that I know their names, but I know them by sight; one half of them may be there to-day and go to-morrow.

*Quest.* What are the names of the five out of ten of those men whose names you knew that you heard speak of Robert Rennie's connection with Archibald Bryce in the Lodi print works, and which was the subject of common and public talk with them at Lodi?

40 *Ans.* One was William Drew—Robert Rennie's sister mar-

ried the brother of the Drew I mean ; also Clark Breckenridge, who left there some time ago. I have heard Richard Stagg the elder talk about it, Lawrence Stagg and John Stagg ; I heard a number speak of it besides them, but can't tell their names now ; they spoke of it at the time Bryce died.

*Quest.* You say that Robert Rennie sent the carboys of which you have spoken to New York, did you receive them from him personally ?

*Ans.* No, sir.

*Quest.* How do you know that he sent them to New York ? 10

*Ans.* I had his order from my brother Abraham—they were sent to him to be carted.

*Quest.* Did you ever have any personal conversation with Robert Rennie about your carting these carboys ?

*Ans.* No, sir.

*Quest.* Was the order which came to your brother Abraham to cart these carboys in writing ?

*Ans.* Yes, sir.

*Quest.* Whose name was signed to such orders ?

*Ans.* I believe Robert Rennie's. 20

*Quest.* Did you ever see on any of those orders the name of Rennie & Co., or Bryce & Co., which were sent to your brother Abraham to cart those carboys ?

*Ans.* On none of the orders that were given to me.

*Quest.* Did you ever see the name of Rennie & Co., or Bryce and Co., or any order or orders that were not given to you for carting carboys ?

*Ans.* I have seen no orders but the three that were given to me.

*Quest.* Would you know the receipts which you say you signed for the pay for carting these carboys, if they were shown to you ? 30

*Ans.* Yes, sir, I would.

*Quest.* Did you sign the name of your brother Abraham to those receipts, or was the carting done for your own account ?

*Ans.* I signed my own name—the carting was done on my own account.

I was regularly subpœnaed to attend here as a witness.

JOHN S. KIPP.

Taken and subscribed, March 19th, 1855, before me.

JOHN HOPPER, *M. C.*

*William Warnock*, a witness produced on the part of the complainants, being duly sworn, deposeth and saith—my occupation is that of a millwright; I have been engaged in that occupation for, you may say, fifty years; I was employed in that capacity at the Lodi print works; I was there employed in that capacity for, I think, a year steady; it must be twelve or thirteen years ago when I left there—can't say certainly as  
10 to the time.

*Quest.* Who employed you in that capacity there?

*Ans.* Robert Rennie.

*Quest.* Where was James Rennie at that time?

*Ans.* Doing business on the premises.

*Quest.* In what capacity was he doing business?

*Ans.* I considered him in the capacity of superintendent under his brother Robert.

*Quest.* Was Robert Rennie acting there at that time as if he were interested as proprietor in the Lodi print works, or  
20 not?

*Ans.* Of course he was.

*Quest.* Did he have general oversight and superintendence of the work and workmen at the Lodi print works at that time?

*Ans.* I always thought so; he was considered such, with me and others.

*Quest.* Did he, or not, exercise control, like a party interested as proprietor, over the business, work, workmen, and property of the Lodi print works at that time?

30 *Ans.* I always considered it as such.

*Quest.* Did you know Archibald Bryce?

*Ans.* Yes.

*Quest.* Do you know anything about his connection with Robert Rennie in the print works at Lodi at that time—and if so, what?

*Ans.* Nothing more than what common report said. [Defendants' counsel objects to that answer.]

*Quest.* What was the general understanding and reputation on that subject at that time? [Objected to.]

*Ans.* The general report and reputation on that subject, as far as I could hear, was that Mr. Bryce was a partner at that time with Mr. Rennie. [This answer objected to on part of defendants.]

*Quest.* What Mr. Rennie do you refer to?

*Ans.* Robert Rennie. [This question and answer objected to by defendants' counsel.]

*Quest.* Was it commonly understood there at that time, and so publicly talked, that Mr. Bryce and Mr. Robert Rennie were connected in the business of the Lodi print works, or 10 not? [Objected to as leading and as incompetent.]

*Ans.* I think I have answered that question before—it was talked of, but I don't say publicly—public is one thing, and private another.

*Quest.* Was it or not the subject of common conversation among the people at Lodi, that Bryce and Robert Rennie were partners in the print works business? [Objected to as leading and as illegal.]

*Ans.* It has been frequently repeated among the workmen, that has led me to think it was so. [This answer objected to 20 by defendants' counsel.]

*Quest.* What workmen do you refer to? [Objected to.]

*Ans.* I should refer to workmen in general; William Brannan was millwright when I went there; there was Daniel McCrea, an old hand there from the commencement, as he told me; Mr. Calum was one—he and I had frequent conversations about it, I boarded at his house. [All this answer is objected to by defendants' counsel.]

*Quest.* Did you ever make any purchase in New York for the print works, either alone or in company with Robert Rennie? 30

*Ans.* No, not personally; but I was along with Robert Rennie once to buy a boiler; he sent me from the office of Mr. Bryce once to buy some sides of leather alone.

*Quest.* Was that boiler purchased for the print works, and if so, by whom?

*Ans.* Yes, by Robert Rennie.

*Quest.* Was Mr. Bryce made acquainted with the transaction, and consulted about it by Mr. Rennie?

*Ans.* What I heard—the consultation was short—he asked 40

Mr. Bryce for \$330, or something thereabouts, and spoke about the boiler; a gentlemen stood at one side of the office at another desk—Mr. Bryce asked him if he had as much money; he said yes, and gave Mr. Rennie some money, how much I don't know.

*Quest.* Did Mr. Rennie and Mr. Bryce then talk about the boiler, or anything else connected with the business of the print works, and if so, what?

*Ans.* To my knowledge, nothing further that I heard besides sending me away to buy the leather, which I did.

*Quest.* When Mr. Rennie started to New York that day, what was his errand?

*Ans.* I know of no particular errand but that boiler, as he told me, he wanted me to look at it; he did not in general tell me his business.

*Quest.* For what purpose did he take you along with him?

*Ans.* To examine that boiler, to see if it was perfect.

*Quest.* When you left working at the print works at Lodi, was there money due you for wages?

20 *Ans.* I considered there was.

*Quest.* How were you paid, in part or in whole?

*Ans.* I was not paid in whole; Robert Rennie paid me a certain sum of the sum due me; sixty dollars about was due me, which I never received. [This answer is objected to by defendants' counsel.]

*Quest.* How were you paid the part that was paid you?

*Ans.* Robert Rennie paid to me in cash down upon the counter, with the exception of the \$60.

*Quest.* Did he ever give you an order upon any person for 30 moneys due you, and if so, who was that person?

*Ans.* Yes, he gave me an order for, I think, eighty dollars upon Mr. Bryce in New York.

*Quest.* Did you present the order to Mr. Bryce, and if so, what took place at the time?

*Ans.* I presented it to Mr. Bryce; he gave me a check on the bank, and told me what bank to go to. I recollect nothing further than his telling me to beware what company I got into; "we want you to be very particular." He gave me good advice, and I received the money.

40 *Quest.* Were you working at the Lodi print works after James Rennie left?

*Ans.* No, sir.

Being cross-examined :

*Quest.* Did Robert Rennie or Archibald Bryce ever tell you that they were partners together in the print works, or interested together in those print works or its business?

*Ans.* No, sir.

*Quest.* When you got this \$80 from Mr. Bryce, did you sign a receipt?

*Ans.* I think I did.

WM. WARNOCK. 10

Taken and subscribed, March 19th, 1855, before me.

JOHN HOPPER, *M. C.*

Filed April 14, 1855.

BODINE, *Clk.*

Depositions of witnesses and marking of exhibits taken at Philadelphia Hotel, in Jersey City, on the twenty-eighth day of June, in the year of our Lord one thousand eight hundred and fifty-five, before me, George B. Halsted, one of the masters and examiners of the Court of Chancery, in the presence of Nelson Chase, esquire, of counsel with defendants, 20 and Frederick T. Frelinghuysen, solicitor for the plaintiffs.

*George Bird*, a witness produced on the part of the defendants, being duly sworn according to law, doth depose and say—I reside in the city and state of New York. My business has been that of a commission merchant for twelve years last past. I have had business with Robert Rennie; about ten or twelve years ago, my business commenced with Robert Rennie; the nature of that business was selling goods for Robert Rennie on commission. It continued down to the time when I retired from business, which was about the first of the year 30 eighteen hundred and fifty-five. My transactions in business for him at times have been very large; I should think that my transactions for Mr. Rennie would amount in some years to from three to four hundred thousand dollars a year. The goods which I sold on commission for Mr. Rennie were manufactured

in whole by Mr. Rennie ; Mr. Rennie buys the goods in a certain state, and then prints them ; this is what I mean by being manufactured in whole by Mr. Rennie ; the manufactory where these goods were printed is called the Lodi print works. I believe the goods sent by Mr. Rennie to my commercial house in New York came always from the Lodi print works ; they were sent to my house by Mr. Rennie. These goods were sold by me on commission for account of Mr. Rennie. I knew Archibald Bryce ; I believe he is dead.

10 *Quest.* What relation did Mr. Bryce hold, if any, to the business of Mr. Rennie ?

*Ans.* I suppose Mr. Bryce was acting as a clerk or agent of Mr. Rennie. [Answer objected to by counsel for complainants.]

*Quest.* Where was the place of business of Mr. Bryce ?

*Ans.* I believe in Cedar-street, New York.

*Quest.* Do you know whether Robert Rennie kept an office in New York city, and if so, at what place ?

*Ans.* I think he did, and I think in Cedar-street.

20 I think the office or place of business of Archibald Bryce was in the same building with the office of Mr. Rennie.

*Quest.* Was it not in the same office ? [Question objected to by counsel for complainants.]

*Ans.* I think it was.

I don't remember ever to have seen Mr. Bryce in reference to sales I was making for Mr. Rennie.

*Quest.* What leads you to suppose that Bryce was acting in the capacity of clerk or agent for Mr. Rennie ? [Question objected to by counsel of complainants.]

30 *Ans.* Because he sometimes brought invoices of goods that I had received from Mr. Rennie.

*Quest.* During all the time that you sold goods on commission for account of Robert Rennie, to whom did you render account of sales for those goods ?

*Ans.* To Robert Rennie.

*Quest.* During all your transactions in selling goods for Rennie, did you know of any interest of Mr. Bryce in those goods ?

*Ans.* No ; and never suspected it.

40 *Quest.* In reference to the intercourse which Mr. Bryce had

with your house in relation to the sales of goods which you say you made for account of Robert Rennie, how did Bryce act as to having an interest in those goods, or as the representative of Mr. Rennie? [Question objected to by counsel of complainants.]

*Ans.* He acted as the representative of Mr. Rennie.

*Quest.* In whose name, as owner, were the invoices made of the goods which were so sent to you for sale?

*Ans.* Mr. Rennie's.

*Quest.* Who arranged with you the terms upon which you 10 were to sell the goods?

*Ans.* Mr. Rennie.

*Quest.* With whom did you settle for the goods which you sold?

*Ans.* With Mr. Rennie.

*Quest.* Were your sales for Mr. Rennie of frequent occurrence, or otherwise?

*Ans.* Sometimes they were of frequent occurrence, at other times at intervals, depending on the goods we had and the state of trade. 20

*Quest.* During all the time you had business transactions with Robert Rennie, did you ever know of his having a partner?

*Ans.* I never did.

Cross-examined:

*Quest.* When did you first know Archibald Bryce?

*Ans.* I can't remember when I first saw Mr. Bryce.

*Quest.* When did you first know him by reputation?

*Ans.* I cannot tell when I first heard of Mr. Bryce.

*Quest.* Was it before or after you commenced selling the 30 goods from the Lodi print works on commission, as stated?

*Ans.* I think before; I can't tell where he lived then.

*Quest.* Did you know him as a partner of James Rennie?

*Ans.* I did not know that he was a partner of James Rennie.

*Quest.* Do you know whether he was ever interested in the Lodi print works?

*Ans.* I don't know that he ever was.

*Quest.* Do you know that he was not? [Question objected to by counsel of defendants.] 40

*Ans.* I believe that he was not.

*Quest.* Do you know that Archibald Bryce was not ever interested in the Lodi print works? [Question objected to by counsel for defendants.]

*Ans.* I do not believe that he was interested since I began to do business with Mr. Robert Rennie; before that I know nothing about it.

*Quest.* Do you know that Archibald Bryce was not interested in the Lodi print works since you began to do business  
10 for Robert Rennie?

*Ans.* I think and believe that he was not. [Answer objected to by counsel for complainants.]

*Quest.* You say that Mr. Bryce's place of business was in Cedar-street—what business did he there carry on?

*Ans.* I don't know; my impression is that he was engaged in some small business in Scotch or Irish goods.

*Quest.* Is that impression strong on your mind?

*Ans.* I have a strong impression of that kind.

*Quest.* Are you satisfied that Mr. Bryce was conducting a  
20 business there of his own?

*Ans.* I always supposed that he was. [Answer objected to by counsel for complainants.]

*Quest.* My question was, whether you were satisfied that he was?

*Ans.* I am.

*Quest.* Was that business connected with the Lodi print works or not?

*Ans.* I suppose not; whatever he was doing, I supposed he was doing on his own account.

30 *Quest.* You say that Bryce, when he came to your place of business, acted as the representative of Rennie—what did he do?

*Ans.* He brought invoices there from Mr. Rennie.

Geo. Bird.

Sworn and subscribed before me, this twenty-eighth day of June, A. D. 1855.

GEORGE B. HALSTED, M. C.

Adjourned, by consent of counsel, until Wednesday, July

eleventh next, at nine o'clock and a half A. M., at the same place. A. D. 1855, July 11th.

GEORGE B. HALSTED, *M. C.*

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July eleventh, eighteen hundred and fifty-five, according to argument made by counsel for complainants and defendants, the further examination of witnesses in the above stated cause was this day continued in the presence of F. T. Frelinghuysen and Nelson Chase, esquires.

*Floyd Baily*, a witness produced on the part of the defendants, being duly sworn according to law, on his oath doth 10  
depose and say—I reside in the city of New York; my business is that of a commission merchant, and I am a member of the firm of William C. Langley and Company, doing business in New York. I have known Robert Rennie, the defendant, about fifteen or seventeen years. The house of William C. Langley and Company have had business with Robert Rennie six years and a half last past; that business was selling goods on commission; they were the goods printed by Mr. Rennie at the Lodi print works, New Jersey, and sold by our house in New York. The business that our house has done 20  
for Mr. Rennie may be to the extent of eight or ten hundred thousand dollars, perhaps more, during the whole time we have been engaged selling goods on commission for Mr. Rennie. The goods were sent from the Lodi print works, in New Jersey, to our house in New York; the invoices of the goods sent to us were made out in the name of Robert Rennie; the goods were sold for account of Robert Rennie; some of the invoices were, and at other times for account of Orray Taft and Company, of Providence, Rhode Island. I was acquainted with Archibald Bryce; he is now dead, to the best of my 30  
knowledge.

*Quest.* What relation did Mr. Bryce hold, if any, to the business of Robert Rennie?

*Ans.* To the best of my knowledge, that of clerk, attending to Robert Rennie's business in the city of New York.

*Quest.* Did Robert Rennie keep a place of business in New York, and if so, at what place?

*Ans.* Robert Rennie kept an office in Cedar-street—have forgotten the number. I have been in that office a great many times.

*Quest.* Where was Archibald Bryce's place of business?

*Ans.* I always found him at the office—Mr. Rennie's office in Cedar-street, and supposed that was his only place of business.

*Quest.* To whom did you render account sales of the goods which you sold for Robert Rennie on commission?

10 *Ans.* Those that were sold for Robert Rennie were rendered to him—those sold for account of Orray Taft and Company were rendered to them.

*Quest.* During all the transactions of your house in the sale of goods for Robert Rennie, did you know of any interest of Archibald Bryce in those goods?

*Ans.* None whatever.

*Quest.* Who arranged with your house the terms upon which the house were to sell the goods?

*Ans.* Mr. Rennie solely.

20 *Quest.* With whom did your house settle for the goods you sold for account of Robert Rennie?

*Ans.* With Robert Rennie.

*Quest.* Were your sales for Rennie, during the period you have mentioned, of frequent occurrence or otherwise?

*Ans.* They were constant—every month in the year.

*Quest.* During all the time your house had business with Robert Rennie, did you ever know of his having a partner, or person interested with him in business?

30 *Ans.* No, I never did. I might add, that my business acquaintance with Mr. Rennie extended back as far as eighteen hundred and forty-two, being engaged in selling goods consigned by Mr. Rennie to the house of McCurdy, Aldridge and Spencer, of the city of New York, in which house I was then salesman.

*Quest.* To what extent was the business of Mr. Rennie with McCurdy, Aldridge and Spencer during the time of your connection with that house?

*Ans.* Say to a million or a million and a half dollars.

40 *Quest.* For whose account did McCurdy, Aldridge and Spencer sell the goods?

*Ans.* For account of Robert Rennie and Orray Taft and Company.

*Quest.* During all the time that McCurdy, Aldridge and Spencer sold goods for account of Robert Rennie, did you know of any interest of Bryce in those goods or in Rennie's business?

*Ans.* None—I knew of no interest.

*Quest.* During the time McCurdy, Aldridge and Spencer sold goods for Robert Rennie, did you ever know of his having a partner or any other person interested in his business? 10

*Ans.* I did not.

Cross-examined:

*Quest.* Did you ever know of Mr. Bryce being interested at any time in the Lodi print works?

*Ans.* I never heard that he was.

*Quest.* You say that you do not know of any one being interested with Mr. Rennie in business, do you know that no one was interested with him? [Question objected to by counsel for defendants.]

*Ans.* It would be more than probable or likely, if any one 20 was interested with him at any time, that I should have known it from my intimate acquaintance with the nature of Mr. Rennie's business.

Same question repeated by counsel, witness answers—he wishes to make no further answer to this question.

*Quest.* Were goods which were sold for account of Orray Taft and Company invoiced to you in the name of Rennie?

*Ans.* They were.

*Quest.* Did you ever go to Lodi, New Jersey?

*Ans.* Many times. 30

I knew Archibald Bryce since my first acquaintance with Mr. Rennie; I recollect him in Rennie's office attending to Rennie's business.

I never had interviews with Bryce, except the ordinary business which I should have with any deputy or clerk of a house with whom we were doing business. Until six years and a half ago I was acting as a deputy or clerk. I am twenty-eight years of age.

FLOYD BAILY.

Sworn and subscribed, this eleventh day of July, eighteen hundred and fifty-five, before me.

GEORGE B. HALSTED, *M. C.*

Filed May 19, 1857.

BABBITT, *C'k.*

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EXHIBITS FOR COMPLAINANTS.

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EXHIBIT A.

New York, April 4, 1849.

Miss Magdalene Bryce.

10 Dear madam,—The melancholy duty devolves upon me to inform you of the death of your much respected brother, Archibald Bryce: he departed this life on the 29th ult.

For some weeks previously he had been very feeble, but until the Saturday before his death he was able to come down to his office, although unfit to attend to his business: he was during his last illness, and for weeks, yea years, tended by his worthy landlady, Mrs. Bradley, with the most assiduous care. He had consulted some of the best physicians in our city, who pronounced his disease a sort of cancer or ossification of the  
20 stomach, and when assured there was no hope of his being cured, seemed perfectly resigned; in fact a few hours before his death, when all pain had left him, he assured the writer of this that he had no desire to live any longer, but hoped his life would soon terminate. His mind was clear and unclouded to the very last, and when conversing with me on the event of his death, seemed resigned, and even cheerful.

At his own request when in good health, his remains were followed to the grave by fourteen of his old acquaintances and associates (had it been a public funeral, it would have  
30 been a large one), and all that is mortal of him now rests in Greenwood cemetery in a beautiful and elevated spot overlooking our bay. This last resting place was selected by himself, some years ago, before visiting Scotland, and kept with care till the present time.

I can sincerely sympathize with you and your sister Isabella in this bereavement of the loss of a brother. We have been associated together for nearly seventeen years, in season of much depression and difficulty, and yet, during the whole period, we have never had a misunderstanding, and I certainly should feel as I had lost a friend.

He left a will, leaving me his residuary legatee to all his interest in the Lodi print works, or any other property he might die possessed of. He gives a legacy of \$5000 to his landlady, Mrs. Bradly, \$5000 to his friend Andrew Macfarlane; £200 10 sterling per annum to each of his sisters during their lifetime, to be paid in half-yearly instalments, the first instalment in six months from his death; his gold watch and wearing apparel to his friend, Mr. James Bradly, the husband of his landlady. Mr. Andrew Macfarlane and the writer of this to be his executors.

Thinking you might wish to have a lock of his hair, the enclosed I had cut off just previous to his interment.

Trusting that the all merciful God may give you strength to bear up against this great loss. 20

I am yours sincerely,

ROBT. RENNIE.

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EXHIBIT B.

Mr. Arch'd Bryce.

Dear sir,—By return of team, you can send me one ton of St. Domingo logwood, same as before, it suits uncommonly well. We have dyed the Amesbury goods now at an expense of two cents per piece for logwood, which is low enough. I want to keep grinding before the water turns scarce: if the schooner has not gone send ten tons by it. 30

Mr. Rebble came over from the farm on Wednesday, and whilst he was here Martin O'Hanlen (our old friend) came with a team of oxen and carried off the two barracks that stood in the orchard, and threatened Mr. Rebble's man if he said a word he would murder him. Mr. Rebble, on going home, went right off to O'Hanlen's with a witness, and demanded them. O'Hanlen told him the place would be sold,

and he kicked out in a fortnight; damned all the Scotch indiscriminately, and the Rennies in particular.

I think the leniency shown O'Hanlen is wrong: if the replevin case had been followed up, he would have been more wary; but he seems to think, and told Rebble so, that the Scotch beggars dared not prosecute him.

I have wrote P. and G. respecting the Amesbury goods being indifferent.

If you can find a craklin cheese about New York, I would  
10 thank you to send it up here, as our dog will eat us up in these hard times, if we do not get some kitchen for him.

Receive two brls of coal.

I send down the old barrel, to be replenished by Tuesday for the team again.

I am, dear sir, respectfully yours,

ROBT. RENNIE.

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EXHIBIT C.

Dear sir,—I herewith hand you invoices of goods forwarded this day.

20 I have thought it more advisable to stay at home to-day as Messrs. Taft said nothing about O. S. coming on. I am inclined to think he has not fixed the day yet. If he should come he will as usual stay a day or two, and I can come down.

I had considerable difficulty yesterday to get the case put off at Hackensack. Zabriskie was for improving his opportunity. I thought at one time I would have had to have gone to Bulls ferry for Smith, but I got the judge in my favor, and he at last said, right or wrong, he would postpone it till Monday 26th of Oct. at 10 o'clock.

30 You had better write Taft to-day for money to pay wages, say \$2000, 1000 of which to be in Roger Williams bills. I shall want \$1500 altogether.

Nothing wanted.

I am yours truly,

ROBT. RENNIE.

## EXHIBIT D.

New York, 19th July, 1844.

Dear sir,—I have no letter from the factory this morning. Yesterday afternoon I sent Mr. Rennie an argument fee of \$50 for Mr. Ogden, and have therefore but little doubt but he will go on to Trenton.

Enclosed receive \$10.

And I remain, dear sir, yours respectfully,

A. W.

To William Crombie.

## EXHIBIT E.

10

New York, 5th November, 1846.

Dear sir,—The object of the mortgage is to secure to Messrs. Orray Taft & Co., Providence, R. I., any balance that may be due to them on a final settlement of account with Robert Rennie, arising from cloth purchased by them for the use of the Lodi print works, Bergen county, New Jersey, which cloth, when printed, is to be consigned to agents in New York, Philadelphia, Baltimore, and Boston for sale, and who are to render sales and settle for the net proceeds thereof with the said O. T. & Co.; and the mortgage is to secure to them any 20 balance that may be owing to them on a final settlement of these transactions.

Yours truly,

(Signed) ARCH'D BRYCE.

To Nelson Chase, esq.

## EXHIBIT F.

To William Crombie.

New York, 21st May, 1847.

Dear sir,—In answer to your favor of yesterday, I wo briefly state, that no papers have been executed by me, to or 30 with Robert Rennie, since the time mentioned in your letter, relating to or connected with the Leake estate or business, ex-

cept two, *viz.* one between yourself, James and Robert Rennie, myself, and one between James and Robert Rennie and myself. The first of these papers were executed by James and Robert Rennie and myself, and left with Mr. Chase for your signature, and the other paper, which was between James and Robert Rennie and myself, related to our interest in the Leake estate, and one of the originals of which is in the possession of James Rennie, who will exhibit it to you for your inspection. These are the only papers which have been executed by  
10 me relating to any business in which you are interested or concerned.

Yours truly,

ARCH'D BRYCE.

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EXHIBIT G.

Lodi, 18th September, 1846.

Mr. Arch'd Bryce.

Dear sir,—Mr. Sneath's son came over to me last night in charge of a constable; he was apprehended in the afternoon while cutting the meadow, according to Mr. Chase's instructions. The trial is before Judge Doremus, in the town of Hackensack, on Wednesday first, at ten o'clock. I became security for Mr. Sneath's appearance. See that Mr. Chase attends to it. I think a writ of restitution should have been obtained to have put me in possession; it would have been better than forcible entry.

Yours truly,

(Signed)

ROBERT RENNIE.

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EXHIBIT J.

Glasgow, *vizt.*

30 On the thirtieth day of March, in the year of our Lord one thousand eight hundred and fifty, personally came and appeared before me, Joseph Cowden, consul of the United States of America resident in the city of Glasgow, in that part of

the United Kingdom of Great Britain and Ireland called Scotland, William Fleming, of the city of Glasgow aforesaid, solicitor at law, with whom I am personally acquainted, and who, being by me duly sworn, did depose and say—that he resides at Number eleven Bath-street of the said city of Glasgow aforesaid; that he knows and is personally acquainted with Mrs. Isabella Bryce, otherwise Crombie, wife of William Crombie, of the city of Glasgow aforesaid, agent, and Miss Magdalene Bryce, of the city of Glasgow aforesaid, who were the sisters-german of the the now deceased Archibald Bryce, 10 of the city of New York, merchant; that the deponent, on the day of the date hereof, called for the said Mrs. Isabella Bryce, otherwise Crombie, and Magdalene Bryce, and that the said Mrs. Isabella Bryce, otherwise Crombie, and Miss Magdalene Bryce were then living.

WILL. FLEMING.

Sworn and subscribed, at the city of Glasgow aforesaid, before me, Joseph Cowden, consul of the United States of America resident in the said city of Glasgow, this thirtieth day of March, in the year of our Lord one thousand eight hundred 20 and fifty.

JOSEPH COWDEN, *U. S. Consul.*

To all to whom these presents shall come, I, Joseph Cowden, consul of the United States of America in the city of Glasgow, in that part of the United Kingdom of Great Britain and Ireland called Scotland, do hereby certify and attest that, on the day of the date hereof, personally came and appeared before me William Fleming, the deponent named and designed in the foregoing affidavit, with whom I am personally acquainted, and who by solemn oath, which the said deponent 30 then took before me upon the holy evangelists of Almighty God, did solemnly and sincerely declare, testify, and depose to be true the several matters and things mentioned and contained in the said foregoing affidavit.

In faith and testimony whereof, I, the said Joseph Cowden, consul of the United States of America aforesaid, have hereunto subscribed by name and affixed my seal of office, at the city of Glasgow aforesaid, this thirtieth day of March, eighteen hundred and 40  
[L. s.]

JOSEPH COWDEN.

## EXHIBIT K.

New York, 8 March, 1842.

Dear sir,—Enclosed herewith send a fifty dollar note of Bank America, No. 1526, and dated 6 Sept. 1838.

I hope you will be careful of your money, as I am afraid it will be pinching times with me, having been obliged to stop our works and discharge all our hands, in consequence of the bad state of trade.

Yours respectfully,

10

ARCH'D BRUCE.

Addressed outside William Crombie, Post-office, Albany.

To lay till called for.

## EXHIBIT L.

New York, 19th February, 1849.

My dear sister Magdalene,—Your letter per last steamer I have received, and it gives me pleasure to learn that you are all in the enjoyment of good health: with me, however, the case is different. About a twelve month ago, my health began to give way, and it has been gradually on the decline  
 20 ever since, so that I am at this writing reduced to a perfect skeleton; the doctor says it is owing to a cancerous stomach: *now*, as this is a very dangerous complaint, and one that I may not recover from, I have therefore to inform you that I have made my *will*, in which you and your sister are well provided for, so that in the event of my *death*, I wish you to employ a respectable lawyer to draw up a power of attorney in favor of Mr. Andrew Macfarlane, of this city, to act for you. Mr. Macfarlane is an old and tried friend of mine, and your interest will be quite safe in his hands. Endeavor to  
 30 get your sister to join you in this matter, so as things may proceed harmoniously. It is possible that, being under the control of her husband, she may be prevailed upon to give him a power, but you may tell her from me, that that *step* will only

throw difficulties in the way, and prevent a settlement of my affairs.

By next steamer, I hope to hear of the arrival of the America, and that you have received the fifty pound bill I sent you by her.

Your affectionate brother,

ARCH'D BRYCE.

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EXHIBIT M.

New York, 6th May, 1847.

Dear sir,—As we are at present reducing the number of 10 hands at the factory, it is therefore out of our power to give employment to Mr. O'Hanlan.

Yours truly,

ARCH'D BRYCE.

Wm. Crombie.

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EXHIBIT N.

County of New York, surrogate's office, *ss.*—Robert Rennie and Andrew Mcfarlane, the executors of the estate of Archibald Bryce, deceased, being duly sworn say; that the annexed inventory is in all respects just and true; that it contains a 20 true statement of all the personal property of the said deceased which has come to the knowledge of the deponent, and particularly of all money, bank bills, and other circulating medium belonging to the said deceased, and of all just claims of the said deceased against the deponent, to the best of the knowledge of the deponent.

ROBT. RENNIE,

ANDREW MACFARLANE.

Sworn, this 20th day of July, 1850, before me, by Andrew Macfarlane.

WM. RIPLEY, 30  
*Com. of deeds.*

Sworn, this 23d day of July, 1849, by Robt. Rennie, before me.

WM. RIPLEY,  
*Com. of deeds.*

County of New York, *ss.*—I, John A. Livingston, an appraiser duly appointed by the surrogate of said county, do swear and declare, that I will truly, honestly, and impartially appraise the personal property of Archibald Bryce, late of the county aforesaid, deceased, which shall be for that purpose  
10 exhibited to me, to the best of my knowledge and ability.

JOHN A. LIVINGSTON.

Sworn, this 29th day of May, 1849, before me.

WM. RIPLEY,  
*Com. of deeds.*

County of New York, *ss.*—I, Nelson Chase, an appraiser duly appointed by the surrogate of said county, do swear and declare, that I will truly, honestly, and impartially appraise the personal property of Archibald Bryce, late of the county aforesaid, deceased, which shall be for that purpose exhibited  
20 to me, to the best of my knowledge and ability.

NELSON CHASE.

Sworn, this 20th day of June, 1849, before me.

WM. RIPLEY,  
*Com. of deeds.*

A true and perfect inventory of all the goods, chattels, and credits which were of Archibald Bryce, late of the city of New York, deceased, made by the executors of the estate of said deceased, with the aid and in the presence of John A. Livingston and Nelson Chase, both of the city of New York, they  
30 having been duly appointed and sworn as appraisers, containing a full, just, and true statement of all the personal property of the said deceased which has come to the knowledge of the said executors of said estate, and particularly of all moneys, bank bills, and other circulating medium belonging to the said deceased, and of all just claims of the said deceased against said executors, and of all bonds, mortgages, notes, and other securities for the payment of money belonging to the said de-

ceased, specifying the names of the debtor in each security, the date, the sum originally payable, the endorsements thereon, with their dates, and the sum which, in the judgment of the appraisers, may be collectable on such security.

Upon the completion of this inventory, duplicates thereof have been made and signed at the end thereof by the appraisers.

*Inventory of the personal property of Archibald Bryce,  
deceased.*

|                                           |          |    |
|-------------------------------------------|----------|----|
| 1 piece ingrain carpet, 25 yards, at 2    | \$6.25   | 10 |
| 1 mahogany bureau (old and broken),       | 4.00     |    |
| 6 maple cane-bottom chairs, 3             | 2.25     |    |
| 1 mahogany table,                         | 4.00     |    |
| 6 " chairs, 24                            | 18.00    |    |
| 1 " frame fire-screen,                    | 1.50     |    |
| 1 " arm-chair,                            | 8.00     |    |
| 1 " marble top wash-stand,                | 7.50     |    |
| 1 imitation curled maple bedstead,        | 4.00     |    |
| 1 old feather bed \$2, 1 hair mattress 20 | 4.50     |    |
| 3 blankets and 2 quilts, at 4             | 2.50     | 20 |
| 3 pair cotton sheets, at 4  a pair,       | 1.50     |    |
| 3 " " pillow cases, 2  a pair,            | .75      |    |
| 1 gold watch,                             | 50.00    |    |
| Wearing apparel of the testator,          | 75.00    |    |
|                                           | <hr/>    |    |
|                                           | \$189.75 |    |

New York, June 20th, 1849.

JOHN A. LIVINGSTON,  
NELSON CHASE,

*Appraisers.*

No moneys, either in specie, bank bills, or other circulating 30  
medium, belonging to the testator, have come to the hands of  
the executors.

ANDREW MACFARLANE.

## IX.

New York, 20th May, 1849.

Mr. Archibald Bryce.

Dear sir,—I having left in your hands the sum of one thousand dollars, for which I hold your receipt, dated the 8th October, 1845, I have to request that you pay to William Crombie, or his order, from time to time such sum or sums of money, not exceeding the said sum of one thousand dollars, as he may draw upon you for, and his receipts for such payments  
10 shall be sufficient discharges to you on that behalf.

I am, most respectfully, your ob't serv't,

(Signed)

JAMES RENNIE.

New York, 8th Oct'r, 1845.—Received from Mr. James Rennie one thousand dollars towards his proportion of expenses in the Leake case.

(Signed)

ARCH'D BRYCE.

## X.

No. 1 New street, New York, June 26, 1849.

Dear sir,—Your favor of the sixth of April last came duly  
20 to hand, in which you state that, as Mr. Bryce had refused to comply with covenants contained in his agreement with you in the matter of the estate of John G. Leake, deceased, that you had got two substantial persons who had come forward and offered to take the place of Mr. Bryce and that of Robert Rennie in the case, and not only furnish you a cash account in the Bank of New York, but furnish you with the means of carrying through the whole case upon certain conditions, one of which was, that Mr. Bryce and Robert Rennie, by writing under their hands and seals, should unconditionally relinquish  
30 their right and interest in and to the estate, &c.

The death of Mr. Bryce prevented from laying your proposal before him, but a letter which I subsequently received from Mr. Sinclair on the same subject, requesting me to make a similar proposition to Mr. Robert Rennie, has been exhibited

to him, and to which he gave for answer as follows : 1st. That he has been embarked in the case jointly with others for upwards of fifteen years, during which time there had been expended in the business, for the purpose of establishing the case, upwards of thirty thousand dollars previous to the year 1847; that at that time it was supposed the case would very shortly be in such a situation as to enable counsel to determine whether it would be practicable to proceed farther in the matter for the purpose of endeavoring to recover the property, since which time he had received no report or information as 10 to how the business stood or stands.

2d. That if (as stated in Mr. Sinclair's letter) the case is finally made out, he, Mr. Rennie, is ready and willing to do everything in his power towards bringing the case to a final determination, and for that purpose to advance all necessary funds, acceding to his covenants in the agreement between him, Mr. Bryce, James Rennie, and yourself; and he says that he does not think it equitable or just, after the long and expensive connection of the parties who first embarked in the business, that they should be put aside, and new converts in- 20 troduced in their stead.

3d. That on a fair report of the present state of the case being made to counsel, to be agreed upon amicably between you, if such counsel decide that there is any fair prospect of success, he will advance all necessary moneys to employ the best counsel in this country, and also to defray the expenses of prosecuting the claim to a final issue.

4th. That on being refunded the moneys which he has already advanced, without interest, he will relinquish to any one you may name all his right and title in the estate which 30 has already been received, and also any contingent interest which he has or may hereafter have in anything that shall hereafter be received.

5th. That on being refunded the moneys which have been advanced by Mr. Bryce without interest, he, Robert Rennie, will also relinquish any interest which he has, to any person you shall name, in any part of the estate recovered in which Mr. Bryce was ever interested, and, as far as he can do so, substitute your nominee in the place of Mr. Bryce, as to fu-

ture acquisitions or recoveries of the estate, or any part of it, or in any proceedings relating to the business.

The foregoing contains the substance of Mr. Rennie's reply to your proposition, which I am compelled to write in very great haste, but shall have the pleasure of writing you more in detail by the next steamer.

Mr. Howland, who is quite well, requests me to present his best respects to you, and to say that he hopes to see you again in New York at an early day.

10 Please excuse this hurried letter, and believe me very truly yours.

(Signed) NELSON CHASE.

William Crombie, esq., Holm Place, 276 Argyle street, Glasgow.

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#### XIV.

*Agreement between Archibald Bryce, Robert Rennie, and James Rennie.*

Whereas I, Archibald Bryce, a resident of the city New York, one of the subscribers to this document, having, in the year eight-  
 20 teen hundred and thirty-four, entered into certain engagements with William Crombie, an agent and attorney of the heirs of the late John G. Leake, of the city of New York, whereby the said William Crombie was to be furnished by me with money, from time to time, to enable him to prosecute the claims of the said heirs, under certain conditions and stipulations entered into and agreed upon between me and the said William Crombie, in pursuance of which agreements, I have furnished the said William Crombie with sums of money at  
 30 *terest, to \$28,996.51.* And whereas James Rennie and Robert Rennie, residents of Lodi, in the state of New Jersey, the other subscribers to this document, have each an equal interest in whatever benefits or remuneration in the shape of money or property that has accrued or may hereafter accrue to me as the result of the above engagements with the said Wm. Crombie, it is therefore agreed upon between us, A. Bryce, James Rennie, and Robert Rennie, that each and every one of us shall

furnish from time to time the sum of *one thousand dollars, each*, to enable the said William Crombie to prosecute the claims of the said heirs to a final issue; that the said A. Bryce shall keep an account of the sums of money furnished to the said William Crombie, and, when necessary, call upon the other subscribers for further supplies of money to enable him to fulfil his engagements with the said Wm. Crombie; and that in the event of the said Wm. Crombie recovering for the heirs, *then and in that case*, whatever money or property *may come into the hands of the said Arch'd Bryce* in consequence of his engagements with the said William Crombie, he, the said Archibald Bryce, shall divide equally with the other subscribers (that is) he shall give the said James Rennie *and Robert Rennie*, each of them, one third of the whole, as shall be mutually agreed upon between the parties, and also that the said Arch'd Bryce *binds himself* to communicate, *at all times* to the other subscribers, the progress that the said William Crombie is making before the courts in prosecuting the claims of the said heirs. *Furthermore, it is distinctly understood and agreed, by and between the parties to this paper,* 20 *that if any one of them should at any time fail in furnishing his proportion of funds for carrying on the suit already mentioned, his right, title, and interest ceases therein.*

In witness whereof, we have hereunto this day, &c.

(Signed)

ARCH'D BRYCE,  
JAMES RENNIE,  
ROB'T RENNIE.

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XVIII.

*Letter addressed "Misses Isabel, Janet, and Magdalene Bryce, Glasgow."* 30

New York, 7th April, 1837.

My dear sisters,—The letter herewith addressed to our cousin, John Hardie of Bonoss, contains my warrant to him to convey unto you, by deed of gift or otherwise, share and share alike, the whole of the lands and tenements which have fallen unto me through the lamented death of our late mother.

I have been long most anxious to make you a remittance in money, but my affairs have been so embarrassed since the total destruction of the Lodi print works by fire, in 1834, that I really have not had it in my power to do so. I hope, however, that the time is not far distant when I shall be able to resume an annual payment to you, as formerly.

I wish you to send me an account of the expense you have been at on account of Mr. Crombie, so as I may charge it against heirs to the Leake estate, and remit you the amount  
10 out of the first moneys to be recovered.

Wishing you enjoyment of health and contentment of mind, I remain, my dear sisters, your affectionate brother,

(Signed)

ARCH'D BRYCE.

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XIX.

*Letter addressed "Miss Isabella Bryce, 278 Holm Place, Argyle street, Glasgow."*

New York, 2d Nov'r, 1840.

Dear sister,—I send you herewith annexed a draft at sight on Messrs. James Hutchinson & Co., of your city, for fifty  
20 pounds sterling: put your name on the back of the draft, just under my name, and present it to these gentlemen for payment, and they will at once give you the money for it. I am grateful to say that I am in the enjoyment of the best of health, and I hope this will find both yourself and Magdalene in the like happy state.

Acknowledge receipt of this remittance, and oblige,

Dear sister, yours affectionately,

(Signed)

ARCH'D BRYCE.

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XX.

30 *Letter addressed "Miss Isabella Bryce, No. 278 Holm Place, Argyle street, Glasgow."*

New York, 29 Oct'r, 1841.

Dear sister,—Above is an order upon Messrs. James Hutch-

inson & Co. for fifty pounds sterling, which will help to keep you and sister Magdalene warm and comfortable during the winter.

I am grateful to say, that I am at present in the enjoyment of excellent health, and I hope this letter will find you both in possession of the same invaluable blessing.

Your affectionate brother,

ARCH'D BRYCE.

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XXI.

*Letter addressed "Mrs. William Crombie, Holm Place, 10 Argyle street, Glasgow, N. B."*

New York, 28th June, 1844.

My dear sister,—I take pleasure in congratulating you on your marriage, and I send, as above, a bill of exchange for fifty pounds sterling, which will in some measure relieve you of your outlay on that occasion.

I hope this change in your life will make no alteration in the position of our sister Magdalene, and that you and her will still continue to live together as heretofore.

I am obliged to you for the gift of French cam. hdfs. : they 20 are very handsome, and much admired by all who have seen them.

Your affectionate brother,

(Signed)

ARCH'D BRYCE.

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XXII.

*Letter addressed "Miss Magdalene Bryce, Holm Place, Argyle street, Glasgow."*

New York, 8th June, 1846.

My dear sister,—The enclosed letter for Isabella covers a bill of exchange for one hundred pounds sterling, which, if 30 duly honored, I have instructed her to pay you one half of the amount thereof; and what proportion of it you don't require

for immediate use I would advise being lodged in the bank for security. By the end of the present year, if all goes well with me, I shall endeavor to make a similar remittance; in the mean time I remain,

Dear sister, your affectionate brother,

(Signed)

ARCH'D BRYCE.

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XXIII.

*Letter addressed "Mrs. William Crombie, Holm Place, Argyle street, Glasgow."*

New York, 8th June, 1846.

10

My dear sister,—Enclosed herein receive a bill of exchange on I. & A. Dennistoun, of your city, for one hundred pounds sterling, which please present for payment, and, if duly honored, give your sister Magdalene one half of the amount thereof, and keep the other half to yourself. By the end of the present year, if all goes well with me, I shall endeavor to make a similar remittance; in the mean time believe me to be

Your affectionate brother,

ARCH'D BRYCE.

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XXIV.

20

*Letter addressed "Miss Magdalene Bryce, Holm Place, Argyle street, Glasgow."*

New York, 28th Nov'r, 1846.

Dear sister,—I have sent to your sister Isabella, by this opportunity, a bill of exchange for one hundred pounds sterling, and have requested her to give you one half thereof, and to retain the other half for herself: after retaining out of your proportion as much as present wants may require, lodge the remainder in the bank for safe-keeping.

30

Your affectionate brother,

(Signed)

ARCH'D BRYCE.

## XXV.

*Letter addressed "Mrs. William Crombie, Glasgow."*

New York, 28th Nov'r, 1846.

Dear sister,—I enclose herein a bill of exchange for one hundred pounds sterling on I. & A. Dennistoun, of your place. It is payable three days after sight, but I have no doubt they will give you the money for it on presentation: give fifty pounds of it to your sister Magdalene, and retain the other half to yourself.

10

Your affectionate brother,  
(Signed) ARCH'D BRYCE.

## XXVI.

*Letter addressed "Mrs. William Crombie, Holm Place, Argyle street, Glasgow."*

New York, 1st Dec'r, 1846.

Dear sister,—I wrote you 28th ult. per steamer Acadia, covering a bill of exchange for one hundred pounds sterling, with a request to give Magdalene one half of it, and to keep the other half for your own use, and I now enclose the second 20 of that exchange, which you will please present for payment, in the event of the first not having been received, but not otherwise, that is, if it has been received, and you have got the money for it, do nothing further in the matter.

Your affectionate brother,  
(Signed) ARCH'D BRYCE.

## XXVII.

*Letter addressed "Miss Magdalene Bryce, Holm Place, Argyle street, Glasgow."*

New York, 26th Sept'r, 1848. 30

My dear sister Magdalene,—Your letter of the 28th ult'o

came duly to hand, and it afforded me much pleasure to learn that yourself and sister Isabella and her husband were all in good health.

Enclosed herein I send you a bill of exchange on Messrs. William & Samuel Irving, of your place, for fifty pounds sterling: you will notice that this bill is not payable until sixty days after it is accepted, but I think you had better ask them if they will give you the money for it at once, on taking off the discount for the time it has to run; and should they do so, 10 I trust you will use it freely, as I hope, about the end of the year, to make you another remittance for a like amount.

Your affectionate brother,

(Signed)

ARCH'D BRYCE.

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DEFENDANTS' EXHIBITS.

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EXHIBIT No. 1.

To all to whom these presents shall come, Charles Colgate, of the city of New York, sends greeting:

Whereas the following indentures of lease have been heretofore made, executed, and delivered to James Rennie, of Lodi, 20 New Jersey, that is to say, three by one Jacob H. Hopper, bearing date as follows: one dated May 27th, 1831, one dated December 28th, 1831, and the other dated February 8th, 1833; also one by Enoch Hopper, dated August 12th, 1834, the first of which was recorded in the clerk's office of the county of Bergen the 20th May, 1833, in Liber K. 3 of deeds, pages 117, 118, 119, 120, and 121; the second in Liber G. No. 3 of deeds, pages 310, 311; the third in Liber K. 3 of deeds, pages 114 and 115; the fourth in Liber M. 3 of deeds, pages 237, 238, 239, all in the office aforesaid.

30 And whereas the said James Rennie, together with Archibald Bryce, made an assignment of all their estate, property, and effects (including the said indentures of lease above men-

tioned) to Charles Colgate aforesaid, for the benefit of creditors of the said Archibald Bryce and James Rennie, which assignment bears date the ninth day of September, 1834.

And whereas the said Charles Colgate hath agreed to sell, transfer, and assign the leases aforesaid to Edward I. Earl, of Hackensack, New Jersey.

And whereas, on referring to the assignment first above mentioned, it appears that one of the leases above referred to, made by the said Jacob H. Hopper, and intended to be included therein, has not been so particularly specified as is desirable. 10

And whereas the said Archibald Bryce and James Rennie are willing to unite with the said Charles Colgate in the assignment and transfer of the said indenture of lease, by way of confirmation thereof, now know ye, that the said Charles Colgate, in performance of the said agreement and in consideration of the sum of eighteen hundred and twenty dollars to him in hand paid by the said Edward I. Earl, the receipt whereof is hereby acknowledged, hath, and the said Archibald Bryce and James Rennie, by way of confirmation there- 20 of, in consideration of the premises and of the sum of one dollar to them in hand paid by the said Edward I. Earl, the receipt whereof they hereby acknowledge, have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over unto the said Edward I. Earl, his heirs and assigns, all the four above mentioned leases, together with all and singular the term to come and unexpired in all the premises therein mentioned and described, and also the buildings thereon and all covenants in the said leases contained, together with the 30 appurtenances, excepting, however, a large brick mill and saw mill belonging to the said Jacob H. Hopper.

To have and to hold the same, excepting as aforesaid, unto the said Edward I. Earl and his heirs and assigns from this date, for and during all the rest, residue, and remainder yet to come and unexpired of and in the term of years mentioned in the said indentures of lease, and each and every of them, subject nevertheless to the rents, covenants, conditions, provisions, and agreements therein contained and reserved.

And the said Edward I. Earl, for himself, his heirs, execu- 40

tors, and administrators, doth hereby covenant, promise, and agree, to and with the said Charles Colgate, his heirs, executors, administrators, and assigns, that he will well and faithfully perform and execute the covenants, conditions, provisions, and agreements contained in the said indentures of lease, and each and every of them; and in case of default in the performance of the same, or any of them, this assignment to be void and of no effect at the election of the said Charles Colgate or James Rennie.

- 10 In witness whereof, the said parties have hereunto interchangeably set their hands and seals the eighth day of April, in the year of our Lord one thousand eight hundred and thirty-five.

CHAS. COLGATE,  
ARCH'D BRYCE.

Sealed and delivered in the presence of Messrs. Colgate and Bryce.

EDW'D N. PIGOT,  
WM. H. MAXWELL.

- 20 City and county of New York, ss.—On the 8th day of April, 1855, before me William H. Maxwell, commissioner under the act of the legislature of the state of New Jersey, passed 27th December, 1820, personally came Charles Colgate and Archibald Bryce, known to me to be the persons named and described in the within deed, and having made known to them the contents of the same, they severally acknowledged they had signed, sealed, and executed the same, as their several free act and deed, for the uses and purposes therein mentioned.

30

W. H. MAXWELL,  
*Commissioner.*

EXHIBIT No. 2.

DR. *Robert Rennie, Lodi, N. J., in account current with Edward J. Earle, Hackensack, N. J.*

*Interest calculated at the rate of 7 per cent. per annum.*

|       |          | <i>Years days.</i>                             |           |                      |
|-------|----------|------------------------------------------------|-----------|----------------------|
| 1833. | Nov. 26, | To cash, £131 19 5, less \$48.41, is \$281.50  | \$271.50  | 6 157 ----- \$122.55 |
| 1834. | April 3, | To do.                                         | 365.64    | 6 23 ----- 154.93    |
| "     | Dec. 17, | To do.                                         | 3385.52   | 5 136 ----- 1274.64  |
| 1836. | May 1,   | To do. £515 12, less £203 13 11, is \$779.80   | 730.00    | 4 0 ----- 204.40     |
| 1840. | May 1,   | To do.                                         | 200.00    | 0 0 -----            |
| "     | " 1,     | To interest at this date,                      | 1359.06   | 0 0 -----            |
|       |          |                                                | \$6311.72 | \$1756.52            |
| 1840. | May 1,   | To balance to new account,                     | \$2802.47 |                      |
|       |          | Also errors in red, as above, \$10 and \$49.80 | 59.80     |                      |
|       |          |                                                | \$2862.27 |                      |

CR.

|       |          | <i>Years. Days.</i>             |           |                     |
|-------|----------|---------------------------------|-----------|---------------------|
| 1837. | Aug. 7,  | By draft on Royal Sibley, jun., | \$297.00  | 2 268 ----- \$57.50 |
| "     | " 13,    | By do. Pigot & Golston,         | 1500.00   | 2 257 ----- 284.36  |
| 1838. | Feb. 7,  | By do. Royal Sibley,            | 298.50    | 2 84 ----- 46.75    |
| 1840. | April 1, | By do. H. Farnum & Co.,         | 1413.75   | 0 30 ----- 8.25     |
| "     | " 1,     | By balance of interest,         | -         | - ----- 1359.06     |
| "     | " 1,     | By do. of account,              | 2802.47   | - - -----           |
|       |          |                                 | \$6311.72 | \$1756.52           |

This agreement, entered into this 5th of June, 1840, between Edward I. Earle, of Hackensack, N. J., of the first part, and Robert Rennie, Lodi, N. J., of the second part, witnesseth that the party of the first part will, on payment of the sum of two thousand eight hundred and sixty-two .27 dollars, lawful money of the U. S., to him duly paid, with interest from the first of May, 1840, give over and sell to the party of the second part all his right, title, and interest to property, real and personal, now held by the party of the first part in the Lodi print works; also all his right, title, and interest to a lot of land adjoining said print works, and deeded by Enoch Hopper to the said party of the first part.

ROBERT RENNIE,  
EDW'D I. EARLE.

ARCH'D BRYCE, Witness.

May 1st, 1841.—Received from Robert Rennie the sum of one hundred and seventy-one .73, being interest for one year on within acc't.

\$171.73.

20

EDWARD I. EARLE.

May 2d, 1842.—Rec'd from Robert Rennie the sum of one hundred and seventy-one .73 dollars, being interest for one year on within acc't.

\$171.73.

EDWARD I. EARLE.

New York, 8th Sept., 1843.—Received from Robert Rennie one hundred and seventy-one .73 dollars, being one year's interest on the within account.

\$171.73.

30

EDWARD I. EARLE,  
per D. Terhune.

New York, 8th Dec. 1843.—Received from Robert Rennie his notes at this date, at 90 days and 4 months, for \$750, each, together fifteen hundred dollars, to account of the within balance.

\$1500.

EDWARD I. EARLE.

June 7, 1845.—Received from Robt. Rennie two hundred

and eighty-four .35 dollars, as interest on the within account.  
\$284.35.

EDWARD I. EARLE,  
per D. Terhune.

June 7, 1846.—Received the interest on the within in full  
to this date.

EDWARD I. EARLE,  
per D. Terhune.

New York, 23d June, 1847.—Received ninety-five .34 dol-  
lars, in full of one year's interest on balance unpaid of the 10  
within account.  
\$95.34.

EDWARD I. EARLE.

New York, 11th Aug., 1848.—Received ninety-five .34, in  
full of one year's interest on balance unpaid of the within  
account, due 23d of June last.  
\$95.34.

EDWARD I. EARLE,  
per D. Terhune.

New York, Sept. 6, 1849.—Received ninety-five .34 dollars, 20  
in full of one year's interest on balance unpaid of the within  
bond, due 23d June, 1849.  
\$95.34.

EDWARD I. EARLE,  
per D. Terhune.

June 23, 1850.—Received the interest in full on the within  
to date.

E. I. EARLE,  
per D. Terhune.

June 23, 1851.—Received the interest in full on the within 30  
to date.  
\$95.34.

E. I. EARLE,  
per D. T.

June 23, 1852.—Received the interest in full on the within  
to date.

E. I. E.  
per D. Terhune.

## EXHIBIT No. 3.

Whereas, by an agreement made between Edward I. Earl, of the first part, and Robert Rennie, of the second part, dated June 5th, 1840, it was agreed that said party of the first part would, on payment of two thousand eight hundred and sixty-two .27 dollars, with lawful interest from May 1st, 1840, give over and sell to the said Robert Rennie the right and interest of said Edward I. Earl in the real and personal property of said Lodi print works and in the lot of land adjoining, conveyed to him by Enoch Hopper; and whereas, by mistake and inadvertence, there was in said agreement no time fixed when said sums should be paid or said conveyance executed, now, therefore, to remedy said omission, it is, on this 13th day of Jan'y, 1843, agreed by and between said Edward I. Earl and Robert Rennie, that the said Robert Rennie shall pay to the said Edward I. Earl the sum of five hundred dollars, part of said principal sum, with the interest in arrears thereon, on or before the 31st Dec., 1843, and the further sum of five hundred dollars, part of said principal sum, with interest in arrears thereon, on or before the 31st Dec., 1844, and so on until the whole sum is paid, at the rate of five hundred dollars per annum, with interest; and that if said sums, or any of them, are not paid to said Edward I. Earl on or before the times above limited, then the said Edward I. Earl is to be free from his obligation and contract to give over and sell the lands and property aforesaid.

ROB'T RENNIE,  
EDW'D I. EARL.

ARCH'D BRYCE, *Witness.*

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## EXHIBIT No. 4.

Lodi, Dec. 17, 1834.

Mr. E. I. Earl,

Bought of Charles Colgate, assignee.

|                                   |          |
|-----------------------------------|----------|
| One three col'd printing machine, | \$440.00 |
| One two " " " "                   | 260.00   |

|                                                          |           |    |
|----------------------------------------------------------|-----------|----|
| One mandril screw,                                       | \$40.00   |    |
| One engraving machine,                                   | 150.00    |    |
| 50 yds. machine blanket, \$1.50,                         | 75.00     |    |
| One wagon, \$3,                                          | 4.00      |    |
| 91 carboys,                                              | 91.00     |    |
| Containing 9216 lbs. oil vitriol, at $2\frac{7}{8}$ cts, | 264.96    |    |
| 15 carboys,                                              | 15.00     |    |
| Containing 1429 lbs. mur. acid, at $3\frac{1}{4}$ cts,   | 46.44     |    |
| One cask bronze liquor, 110 galls, 16 cts,               | 17.60     |    |
|                                                          | <hr/>     |    |
|                                                          | \$1404.00 | 10 |
| Cash, 4 mo's int. at 6 per cent.                         | 28.08     |    |
|                                                          | <hr/>     |    |
|                                                          | \$1432.08 |    |

Rec'd pay't by note at 4 mo's from Dec. 17.

CHAS. COLGATE, *Ass'ce.*

DE C R E E E .

This cause coming on to be heard before the Chancellor, at a Court of Chancery held at Trenton in the term of October, in the year of our Lord one thousand eight hundred and fifty-seven, on the pleadings, depositions, and exhibits made in the cause in the presence of the counsel of the respective parties, 20 that is to say, of Frederick T. Frelinghuysen and Joseph P. Bradley, for the complainants, and William Halsted and Abraham O. Zabriskie, for the defendants, and counsel having been duly heard thereupon, and the Chancellor having taken time to consider and advise thereon, and being of opinion, from the pleadings and proofs in the cause, that the said Archibald Bryce, in the bill of complaint named, prior to the time of making his last will and testament, in the said bill mentioned, and also at the time of his death, was in truth and in equity 30 jointly and equally interested and concerned in partnership with the defendant, Robert Rennie, in the establishment and concern called and known as the "Lodi print works," situate

at Lodi, in the county of Bergen, in this state, and in all the business, profits, and concerns thereto appertaining, and in all the lands, buildings, workshops, water privileges, machinery, tools, and property of every description connected with the said Lodi print works at Lodi aforesaid and elsewhere, including the lands, tenements, and real estate conveyed to and held in the name of the said Robert Rennie, as in the said bill is set forth and alleged; and that the said Archibald Bryce, at the time of his death, was the owner of one equal one  
10 third part of the property known as the Leake estate, situate at and in the vicinity of Bulls ferry, in the county of Hudson, in this state, held by the defendant, Robert Rennie; and it appearing, by the last will and testament of the said Archibald Bryce, that the annuities in question in this cause are expressly charged upon "all the property, real and personal, of the said testator;" and it further appearing that the said defendant, Robert Rennie, was appointed by the said testator one of his executors, and was made the residuary devisee and legatee of  
20 his estate, and that the said Robert Rennie, together with the defendant, Andrew Macfarlane, the other executor named in the said will, soon after the death of the said testator, proved the said will before the surrogate of the city and county of New York, in the state of New York, and took out letters testamentary thereon, and thereby assumed and took upon themselves the administration of the property and estate of the said testator, and the due and faithful performance and discharge of the duties and trusts incident to their office as such executors of the testator's said will; and it further appearing, from the pleadings and proofs in the cause, that at  
30 the time of the death of the said testator, the said Robert Rennie was in the actual possession of the said Lodi print works, and all the property, real and personal aforesaid, and so as aforesaid, in the opinion of the Chancellor, belonging in equity to the said Robert Rennie and Archibald Bryce, as joint and equal owners and partners in business; and that ever since the death of the said Archibald Bryce, the said Robert Rennie has continued to occupy, possess, and use the said Lodi print works and other property aforesaid; and the Chancellor being of opinion that the said Robert Rennie, being thus in possession of and appropriating to his own use the estate and  
40

property of the said testator, made by his will chargeable with the payment of the said annuities in question in this cause, and having, in derogation and exclusion of the said testator's interest in the said property, wrongfully claimed to be the exclusive and absolute owner thereof, he, the said Robert Rennie, must in equity be deemed a trustee of the said property for the benefit of the said complainants, the annuitants mentioned in said bill, and be held personally liable for the payment to them of their respective annuities; and it appearing that neither the said Andrew Macfarlane, the other executor, 10 nor the defendants, Enoch Hopper, Orray Taft, Cyrus Taft, and Jabez C. Knight, nor either of them, have or hath answered the said bill of complaint, although the demurrer by them filed was duly overruled, and they were duly ordered to answer the said bill, and that they have therein wholly failed and made default; and it further appearing that neither James Bradly nor Nancy his wife, nor any other legatee under the said will, has come in and applied to join in the prosecution of this suit—It is thereupon, by his Honor Benjamin Williamson, Chancellor of the state of New Jersey, at a Court of 20 Chancery held at Trenton in the said state, on this ninth day of March, in the year of our Lord eighteen hundred and fifty-eight, ordered, adjudged, and decreed, that the said bill be taken as confessed against all the defendants, except Robert Rennie; and that the complainants in the said bill of complaint named are entitled to recover and receive from the said defendant, Robert Rennie, their respective annuities in said bill also mentioned, that is to say, both the moneys now due thereon, with interest from the time they respectively became due and payable, and also all such moneys as shall hereafter 30 become due and payable to the said annuitants during their respective lives, and that the said moneys now due and to become due on the said annuities are a lien and charge upon the said Lodi print works and the lands, buildings, and other property above mentioned, and upon all the property and assets of or belonging to the said establishment and business so owned and carried on as aforesaid by the said Robert Rennie and Archibald Bryce prior to and at the time of the said Archibald's death, as in said bill is mentioned, and upon the said Bryce's interest in the said Leake estate, and upon all other 40

property of the said Archibald Bryce in the hands or possession of the said Robert Rennie.

And whereas it appears, by the pleadings and proofs in this cause, that the said Archibald Bryce departed this life on the twenty-ninth day of March, in the year eighteen hundred and forty-nine, and that the said annuities were by his will each two hundred pounds sterling per annum, payable in half-yearly payments, of one hundred pounds each, the first payment to be made at the expiration of six months from the said  
 10 Bryce's death; and that only one of said half yearly payments has ever been paid, to wit, the payment which became due on the twenty-ninth day of September, in the year last aforesaid, since which time sixteen half-yearly payments, of one hundred pounds each, have accrued and become due to each of the said annuitants in the said bill of complaint named, to wit, the said Isabella Crombie and the said Magdalene Bryce, two of the complainants in this cause, amounting, with interest at the date of this decree, to the sum of two thousand and two pounds, seven shillings, and four pence,  
 20 due to each of said annuitants, as by schedule 1st, annexed to this decree, appears, which sum, at four dollars and eighty-four cents per pound (being the now current rate of exchange, as the Chancellor is duly certified and advised, as by certificate annexed to this decree appears) amounts to the sum of nine thousand six hundred and ninety-one dollars and forty-five cents—It is therefore further ordered, adjudged, and decreed, that the said Robert Rennie do forthwith pay to the said complainants, respectively, as follows: to the said William Crombie and Isabella his wife, or to their solicitor, attorney  
 30 or attorneys in that behalf, the said sum of nine thousand six hundred and ninety-one dollars and forty-five cents, together with interest thereon from the date of this decree; and to the said Isabella Bryce, or to her solicitor, attorney or attorneys in that behalf, the like sum of nine thousand six hundred and ninety-one dollars and forty-five cents, together with interest thereon from the date of this decree, and that the said Robert Rennie do also pay to the complainants, or to their solicitor, the costs of this suit to be taxed.

And it is further ordered, adjudged, and decreed, that the  
 40 said Robert Rennie do, within thirty days from service upon

him of a copy of this decree, give good and sufficient security to the complainants, respectively, to be approved by Amzi Dodd, esquire, one of the masters of this court, for the due payment of the moneys yet to become due on the said annuities respectively; or in lieu thereof, that he, the said Robert Rennie, within the said thirty days, do pay and deposit in this court the sum of thirty-three thousand dollars, (which the Chancellor deems a reasonable amount in that behalf, and which also appears, by schedule second, annexed to this decree,) to be invested under the direction of the court, for the 10 purpose, by the interest thereof, to secure the payment of the said annuities; (any balance that may remain after payment of the same, and the expenses of such investment, to be repaid to the said Robert Rennie or his legal representatives).

And it is further ordered, adjudged, and decreed, that in case the said Robert Rennie shall fail to pay, within thirty days from the time of being so served with a copy of this decree, the said sum of nine thousand six hundred and ninety-one dollars and forty-five cents, with the interest thereon, to each 20 of the said annuitants, as above directed, and the costs of this suit to be taxed, or shall fail to give such security for the moneys yet to become due as aforesaid, or in lieu thereof, to pay into this court such sum, to be invested as aforesaid, that then a writ of *feri facias* do issue out of this court, to be directed to the said master, commanding him to expose to sale the said Lodi print works, and all the said lands, tenements, and other property, real and personal, connected therewith as aforesaid, and the said interest of the testator in the Leake estate before mentioned, and to sell the same for the best price that can be 30 obtained for the same, and out of the proceeds of such sale to pay, in the first place, the said sum of nine thousand six hundred and ninety-one dollars and forty-five cents, with the interest thereon, to each of the said annuitants, as above directed, or so much thereof as shall be and remain unpaid of the same, and the costs of this suit to be taxed; and in the next place to pay into this court the said sum of thirty-three thousand dollars, or so much thereof as shall be and remain unpaid of the same: and if the said print works and real and personal estate shall not, on such sale, produce sufficient money for the said 40 purposes, that then the said master do proceed to levy and

make the residue of the said moneys that may be required for the purposes aforesaid of the goods and chattels, lands, tenements, and real estate, of the said Robert Rennie, wheresoever the same may be situate; and that the said master do pay over and deposit the moneys so to be levied and made as aforesaid as is herein above directed, and that he make return of all his proceedings in the premises to this court: and it is further ordered, that all further equity and directions in this cause, or that shall arise in the execution of this decree, be reserved for the future consideration and direction of this court.

B. WILLIAMSON, C.

*Schedule 1st, March 9, 1858, annuity due to each.*

|    |                   | £             | Y. | m. | d. | £           | s. | d.        |
|----|-------------------|---------------|----|----|----|-------------|----|-----------|
|    | March 29th, 1850, | 100 and int., | 7  | 11 | 9  | 47          | 12 | 11·5      |
|    | Sept. " "         | 100 "         | 7  | 5  | 9  | 44          | 12 | 11·5      |
|    | March " 1851,     | 100 "         | 6  | 11 | 9  | 41          | 12 | 11·5      |
|    | Sept. " "         | 100 "         | 6  | 5  | 9  | 38          | 12 | 11·5      |
|    | March " 1852,     | 100 "         | 5  | 11 | 9  | 35          | 12 | 11·5      |
| 20 | Sept. " "         | 100 "         | 5  | 5  | 9  | 32          | 12 | 11·5      |
|    | March " 1853,     | 100 "         | 4  | 11 | 9  | 29          | 12 | 11·5      |
|    | Sept. " "         | 100 "         | 4  | 5  | 9  | 26          | 12 | 11·5      |
|    | March " 1854,     | 100 "         | 3  | 11 | 9  | 23          | 12 | 11·5      |
|    | Sept. " "         | 100 "         | 3  | 5  | 9  | 20          | 12 | 11·5      |
|    | March " 1855,     | 100 "         | 2  | 11 | 9  | 17          | 12 | 11·5      |
|    | Sept. " "         | 100 "         | 2  | 5  | 9  | 14          | 12 | 11·5      |
|    | March " 1856,     | 100 "         | 1  | 11 | 9  | 11          | 12 | 11·5      |
|    | Sept. " "         | 100 "         | 1  | 5  | 9  | 8           | 12 | 11·5      |
|    | March " 1857,     | 100 "         | 0  | 11 | 9  | 5           | 12 | 11·5      |
| 30 | Sept. " "         | 100 "         | 0  | 5  | 9  | 2           | 12 | 11·5      |
|    | Principal,        | £1600         |    |    |    | £402        | 7  | 4         |
|    | Interest,         | 402           | 7  | 4  |    |             |    |           |
|    |                   | £2002         | 7  | 4  |    | at \$4.84 = |    | \$9691.45 |

|           |           |
|-----------|-----------|
| £2002 7 4 |           |
| £1000 =   | \$4840    |
| 1000 =    | 4840      |
| 2 =       | 9.68      |
| 5s. =     | 1.21      |
| 2s. =     | .48       |
| 4d. =     | .08       |
|           | <hr/>     |
|           | \$9691.45 |

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*Schedule 2d.*

|                                                                                            |             |        |    |
|--------------------------------------------------------------------------------------------|-------------|--------|----|
| Two annuities,                                                                             | £200, each, | £400   | 10 |
| At \$4.84,                                                                                 | 400,        | \$1936 |    |
| The interest of \$33,000 is                                                                |             | 1980   |    |
| Leaving a surplus of only, per annum, not being<br>an amount to exceed expenses and taxes, |             | 44     |    |

State of New York, city of New York, ss.—I, George Griswold, jun., of the city of New York, merchant, do hereby certify under oath, that the current rate of sterling exchange at this time is nine per cent. premium, or advance, upon the par of exchange of four dollars and forty-four cents for the pound sterling, by which current exchange the pound sterling 20 is equal to four dollars and eighty-four and fraction cents.

GEO. GRISWOLD, Jun.

Certified, sworn, and subscribed, before me, at New York city, this 8th day of March, A. D. 1858.

AARON OGDEN,

*Commissioner for New Jersey in New York.*

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NEW JERSEY COURT OF ERRORS AND APPEALS.

Between

ROBERT RENNIE, appellant,

and

WILLIAM CROMBIE and ISABELLA his wife  
and MAGDALENE BRYCE, respondents,

} *Petition of* 30  
} *appeal.*

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

The petition of Robert Rennie, the appellant in the above stated cause, respectfully showeth—That your petitioner finds

himself aggrieved by a final decree, made in the Court of Chancery by the Honorable Benjamin Williamson, Chancellor of New Jersey, bearing date the ninth day of March, eighteen hundred and fifty-eight, in a suit in said court, wherein the said William Crombie and Isabella his wife and Magdalene Bryce were complainants, and the said Robert Rennie and Andrew Macfarlane, Enoch Hopper, Orray Taft, Cyrus Taft, and Jabez C. Knight were defendants, in these respects, to wit: that it declares that Archibald Bryce, in the bill of complaint named, prior to the time of making his last will and testament, and also at the time of his death, was jointly and equally interested and concerned in partnership with the defendant, Robert Rennie, in the establishment and concern called and known as the Lodi print works, situate at Lodi, in the county of Bergen, in this state, and in the business, profits, and concerns thereto appertaining, and in all the lands, workshops, water privileges, machinery, tools, and property of every description connected with the said Lodi print works, at Lodi aforesaid and elsewhere, including the lands, tenements, and real estate conveyed to and held in the name of the said Robert Rennie, as in the said bill is set forth and alleged.

And that said decree declares, that said Robert Rennie, being in possession of and appropriating to his own use the estate and property of the said testator, made by his will chargeable with the payments of the annuities in question in the said cause, and having, in derogation and exclusion of the said testator's interest in the said property, wrongfully claimed to be the exclusive and absolute owner thereof, he, the said Robert Rennie, must in equity be deemed a trustee of the said property for the benefit of the said complainants, the annuitants mentioned in said bill, and be held personally liable for the payment to them of their respective annuities.

And that it declares and adjudges that the complainants are entitled to recover and receive from the said defendant, Robert Rennie, their respective annuities in said bill mentioned, that is to say, both the moneys now due thereon, with interest from the time they respectively became due and payable, and also all such moneys as shall hereafter become due and payable to the said annuitants during their respective lives; and that the said moneys now due and to become due on the said annui-

ties are a lien and charge upon the said Lodi print works, and the lands, buildings, and other property therein mentioned, and upon all the property and assets of or belonging to the said establishment and business so owned and carried on as aforesaid by the said Robert Rennie and Archibald Bryce prior to and at the time of said Archibald's death.

And that it declares and adjudges that the said Robert Rennie do forthwith pay to the said complainants, respectively, as follows: to said William Crombie and Isabella his wife, or to their solicitor, attorney, or attorneys in that behalf, the sum of 10 nine thousand six hundred and ninety-one dollars and forty-five cents, together with interest thereon from the date of that decree; and to the said Isabella Bryce (meaning Magdalene Bryce), or to her solicitor, attorney, or attorneys in that behalf, the like sum of nine thousand six hundred and ninety-one dollars and forty-five cents, with the interest thereon from the date of said decree, and that said Robert Rennie do also pay to the complainants, or their solicitor, the costs of said suit to be taxed.

And that it declares and adjudges that the said Robert Rennie do, within thirty days from service upon himself of a copy of the said decree, give good and sufficient security to the complainants, respectively, to be approved of by Amzi Dodd, esquire, one of the masters of said court, for the payment of the moneys yet to become due on said annuities, respectively, or, in lieu thereof, that he, the said Robert Rennie, within the said thirty days, do pay and deposit in said court the sum of thirty-three thousand dollars (which the Chancellor deemed a reasonable amount in that behalf, and which also appeared by schedule 2, annexed to said decree), to be invested under the 30 direction of the court, for the purpose, by the interest thereof, to secure the payment of said annuities.

And that it declares and adjudges, that in case the said Robert Rennie shall fail to pay, within thirty days from the time of being so served with a copy of that decree, the said sum of nine thousand six hundred and ninety-one dollars and forty-five cents, with the interest thereon, to each of said annuitants, as therein directed, and the costs of that suit to be taxed, or should fail to give such security for the moneys yet to become due as aforesaid, or in lieu thereof, to pay into said court such 40

sum, to be invested as aforesaid, that then a writ of *feri facias* do issue out of said court, to be directed to the said master, commanding him to expose to sale the said Lodi print works, and all the said lands, tenements, and other property, real and personal, connected therewith as aforesaid, and the interest of the testator in the Leake estate, in said decree before mentioned, and to sell the same for the best price that can be obtained for the same, and out of the proceeds of such sale to pay, in the first place, the said sum of nine thousand six hundred and ninety-one dollars and forty-five cents, with the interest thereon, as therein above directed, to each of said annuitants, or so much as shall be and remain unpaid of the same, and the costs of said suit to be taxed; and in the next place to pay into said court the said sum of thirty-three thousand dollars, or so much as shall be or remain unpaid of the same. And if the said print works and real and personal estate shall not, on such sale, produce sufficient money for the said purpose, that then the said master do proceed to levy and make the residue of said money that may be required for the purposes aforesaid of the goods and chattels, lands, tenements, and real estate of the said Robert Rennie, wheresoever the same may be situate; and that the said master do pay over and deposit the moneys, so to be levied and made as aforesaid, as therein directed.

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

30 Dated June 14th, A. D. 1858.

A. O. ZABRISKIE,  
*Solicitor and of counsel with appellants.*

Filed June 14, 1858.

THOS. S. ALLISON,  
*Secretary of State.*

## OPINION OF THE CHANCELLOR.

The important question involved in this cause is, whether Archibald Bryce, the testator, had, at the time of his death, an interest in the Lodi print works, and in the business carried on there in the name of Robert Rennie, which the complainants are entitled to have appropriated for the payment of their annuities. There is no one interested adversely to the claim of the complainants except Robert Rennie himself. The title to the real estate attached to these works is in Rennie. The business to which the works were appropriated was carried on in his name, as the proprietor and owner. He received all the profits. It is out of his real estate and out of these profits that the complainants claim to have their annuities secured. The annuities and several legacies given in the will are expressly charged upon all the real and personal estate of the testator. The substance and whole amount of the will is this: it gives all the estate, real and personal, of the testator to Robert Rennie, subject to the payment of the debts and legacies. Rennie denies that he has any property which is subject to the payment of the complainants' claims. If the answer is untrue in this respect, and the complainants have established the fact, that he has assets in his hands to pay their annuities, the court may decree him personally liable, notwithstanding there is no specific charge in the bill to that effect. There can be no doubt, if the defendant admits assets, a decree may be made against him personally, without a specific prayer for such relief. (*Woodgate v. Field*, 2 *Hare* 211; *Rogers v. Soulten*, 2 *Keen* 598.) With more propriety may such a decree be made where the defendant denies assets, and his denial is proved to be false. In *Rogers v. Soulten*, the defendant admitted the receipt of £2500, and stated the amount of debts, which left a balance more than sufficient to pay the legacies. But he, in terms, denied assets, and made an explanation of that denial. The explanation was not considered such as to warrant the denial, and a decree was made against the defendant personally.

In this case Rennie admits that he has in his possession the property designated in the will to pay the annuities, but he

denies that it is liable to be appropriated for such purpose, alleging that the testator had no interest in it. He does not deny its sufficiency for the purpose, but defends himself, and resists the claim of the bill, solely on the ground that the testator had no interest in the Lodi print works or its business. If his allegation is unfounded, there is no good reason why a decree should not be made against him personally. The allegations of the bill are quite sufficient to justify a specific prayer for that purpose. If the bill had contained such a prayer, I do  
 10 not see how the defendant could have varied his answer to meet the claim for such relief. He is not prejudiced by being deprived of the opportunity of meeting, by his answer, the allegations and charges which constitute the proper foundation for such a decree.

Have the complainants established the material allegation upon which their case rests, that Archibald Bryce, at the time of his death, was jointly interested in the "business or concerns of the Lodi print works" with the defendant, Robert Rennie. The answer denies that the testator had any interest,  
 20 at the time of his death or at any other time, either directly or indirectly with the defendant in those works.

The Lodi print works are located in the county of Bergen. There is real estate attached to the works, embracing a large number of acres of land, upon which are suitable buildings and improvements for carrying on the kind of business designated by the name of the works. The title to the real estate is in the name of the defendant Rennie, and has been since the year 1844. While the title has been in him, the business has been conducted in his name. He has been the ostensible  
 30 proprietor and owner of the works and of the business. During this period, up to the time of his death, the testator resided in the city of New York. He had charge of the office and books of the Lodi works in the city. Ostensibly he was the chief clerk. His connection with the works was notorious and acknowledged. This appears from the evidence on the part of the defendant as well as of the complainants. For a number of years, to the time when the defendant became proprietor of the works, the works had been owned by the testator and James Rennie, the brother of the defendant. The testator and  
 40 James Rennie carried on the business as partners, the testator

occupying the same position in the city as he did afterwards when the works and business were carried on in the name of the defendant. With this relationship in business existing between the testator and the defendant, on the twenty-first day of March, 1846, the testator executed his will. The will commences with the following introduction to its provisions: "I, Archibald Bryce, aged sixty years and upwards, being desirous to provide for the maintenance and comfort of my sisters, herein after named, and for the payment of the legacies herein after specified, and at the same time to prevent any interruption or interference of or with the business or concerns of the Lodi print works, wherein I am jointly interested and concerned with Robert Rennie, of Lodi, in the state of New Jersey, and also to prevent an injudicious sale of my undivided third of the property at Bulls ferry, in the said state of New Jersey, known as the Leake estate, which two properties compose the bulk of my estate, do make, publish, and declare," &c. The testator then gives the annuities to his sisters, two of the complainants, a legacy to Andrew Macfarlane, one of the defendants, and a legacy to Mrs. Bradly. He disposes of his household furniture, provides for the payment of his funeral expenses, and then gives the "residue and remainder of his property, real and personal, of every kind and description," to Robert Rennie. He then declares, "I expressly charge the aforesaid specified legacies and annuities upon all my property, real and personal; but I expressly direct, that while and so long as the said Robert Rennie shall pay the legacies and annuities aforesaid, he shall not be interrupted nor brought to account, nor hindered nor molested in any way in carrying on the said business and works as usual." Peter Rennie, a brother of the defendant, is one of the witnesses to the will. The testator died on the 29th of March, 1849.

On the 4th of April, 1849, the defendant addressed a letter to Magdalene Bryce, one of the complainants. After expressing his sympathies upon the occasion of her brother's death, and giving an account of his last sickness and his burial, and recurring to the fact, that the deceased and himself had been associated together for nearly seventeen years without the least interruption of their friendly intercourse, he writes as follows: "He left a will, leaving me his residuary legatee to all his in-

terest in the Lodi print works or any other property he might die possessed of. He gives a legacy of \$5000 to his landlady, Mrs. Bradly, \$5000 to his friend Andrew Macfarlane, £200 sterling per annum to each of his sisters, during their lifetime, to be paid in half-yearly instalments, the first instalment in six months from his death ; his gold watch and wearing apparel to his friend Mr. James Bradly, the husband of his landlady ; Mr. Andrew Macfarlane and the writer of this to be his executors."

- 10 Here we have the declaration in writing of the testator, made on the 21st of March, 1846, that he was then the joint owner with the defendant of the Lodi print works and of the business connected therewith. We have this writing, on or about the 29th of March, 1849, made known to, and committed into the hands of the defendant, as the trustee of the testator, to assert and maintain that right in part for the benefit of the complainants in this suit. We have the declaration of the defendant in writing, made to the complainants, endorsing and acknowledging the claim of joint ownership made by the testator. The defendant now denies that joint ownership, and, in his answer to a bill brought against him to enforce the claim, contents himself with a bare denial of it, without giving any explanation whatever of the inconsistency of that denial with his previous admission of the truth and propriety of the claim. This letter of the defendant, unexplained in any manner, seals his mouth against denying or disputing the claim. Not only is it unexplained, but it is difficult to suggest, and his counsel in argument did not suggest, a plausible reason for the defendant's writing such a letter, assuming the claim made 20 by the testator as to his interest in the Lodi works to be unfounded. There is something remarkable in the language of the letter connected with the denial and disclaimer which is now made. The evil genius of the defendant seems to have presided over his deliberations when he wrote it, and to have dictated language to show that the admission was made intelligently and with deliberation, and irreconcilable with any future denial. He does not content himself with mentioning the fact generally, that the testator had left him his sole residuary legatee of all his real and personal estate ; such an admission 30 was susceptible of the explanation, that he had derived a 40

knowledge of its contents from hearsay, or that, in a hasty reading of the will, the peculiarity of the disposition as to the *Lodi print works* had escaped his notice. But as if to give emphasis to his admission, and to close his mouth for ever against its denial, he uses the emphatic and pregnant expression, that the testator, by his will, had made him his residuary legatee to all his interest in the Lodi print works. The Lodi print works was all the property he thought worth his while specifically to mention, as if he deemed that the most valuable and the most important, as far as he was concerned. And 10 so it was, as has since been established.

There is really no necessity of referring to other evidence in the cause for the purpose of establishing the fact, that the testator was jointly interested with the defendant in the Lodi works. There is much evidence tending to that result. But it is important to refer to some of it, more particularly for the purpose of showing the real position which the defendant occupies towards the complainants, and how he should be dealt with by a court of equity under the circumstances.

On the 21st of May, 1849, the defendant Rennie, with his 20 co-executor Andrew Macfarlane, proved the will before the surrogate of New York. Under ordinary circumstances, the mere fact of proving the will would not be regarded as evidence against the executor as affirmation of a claim set up by the testator to property, the title to which was a matter of dispute between the executor and testator. Upon the doctrine of *election*, if the defendant, as devisee and legatee, accepts the devise of the Leake estate and the legacy of the residuary personal estate he must make good the testator's disposition of the Lodi print works. 30

But the doctrine of election is not involved in the controversy. It is the peculiarity of the property in dispute, the ostensible position the executor and testator had occupied towards it in their business relations up to the time of the latter's death, the fact that the testator left no other property out of which the annuities and legacies could be satisfied, and the endorsement which the defendant gave to the testator's assertion of his right in the property in his letter to one of the complainants; it is its connection with these circumstances that makes the fact of the defendant's proving the will some ac- 40

knowledge of the right which the testator asserted. Why did the defendant prove a will which, from its character, was calculated to vex and harass him? Why did he assume the execution of a trust which raised a claim to, and disposed of one half of his own property? These were pertinent questions for the defendant to answer. A full opportunity has been afforded him to do so, but the only response is the admission, that he proved the will, and assumed the execution of its trusts, without any explanation of his object in doing so. The  
 10 fair inference is, that he did not, when he proved the will, intend to dispute the testator's title. Under the circumstances, if he did at the time meditate the design of questioning the testator's title, it was a fraud in him to take out letters testamentary. By that act he possessed himself of all the documents, books, and papers of the testator, by which the right of the latter in the property in question might have been established.

Again: on the 23d of November, 1849, the complainants residing in the city of Glasgow, Scotland, executed a power  
 20 of attorney appointing Joseph C. Hornblower and Frederick T. Frelinghuysen their attorneys to collect and receipt for the annuities due and to grow due to them under the will of the testator. The attorneys went to the works at Lodi, and there presented their power of attorney. The defendant expressed his satisfaction that some one was authorized to act for the complainants, and his readiness to meet their demands, and appointed an early day for a meeting at the office of a counsellor at law in the city of New York, who was the counsel of the defendant and of the executors. The meeting  
 30 took place according to appointment, and the defendant then and there, with the approbation of his counsel, paid to attorneys of the complainants the amount then due upon the annuities. It was then arranged that the attorneys should procure an affidavit to show that the annuitants were in life at the time the second payment of the annuities fell due, and that, upon such affidavits being procured from time to time, the annuities should be paid. When the second payment fell due, the necessary affidavit was procured, and was presented to the counsel of the defendant, as had been arranged. The  
 40 counsel then informed the attorneys that no more money

would be paid, and the only reason that he gave was, that the concern (to use his language) had become insolvent, or had been obliged to stop payment, and the defendant was making arrangements to wind up and close the concerns and business of the print works at Lodi. The attorneys asked if any objection was made to the affidavit, and the reply was, that there was not. Considerable conversation then took place, and no intimation was made that payment was refused on the ground of the testator's having no interest in the Lodi works. The only reason for the refusal was, that the concern was insolvent. The attorneys then called upon the defendant, at Lodi, and demanded payment of him. He replied, that he supposed Mr. Chase (the counsel referred to) had informed them as to the matter. They then related to him what had been said by Mr. Chase. The defendant then said that the property had been mortgaged. Upon being asked whether the testator had consented, he said that the accounts had been made up shortly before his death; that the property was mortgaged for all it was worth; and that Mr. Crombie (one of the complainants, and husband of one of the annuitants,) might take it, if he chose. He talked of advances made to Crombie, and but for that the concern would have done well enough. He said the testator would have altered his will if he had lived three days longer; that he knew the condition of the concern, and that he could prove this.

It is a fact of great importance, that notwithstanding all that has been said and done in reference to this matter, no denial or question has ever been made, by any one, as to the testator's interest in the Lodi works until the defendant filed his answer in the cause.

What explanation does the defendant make, in his answer, of all these facts and of the conversations which have been had in relation to the matter in controversy? His answer is nothing more than a mere denial of the fact, that the testator was interested in the Lodi works, without any attempt to reconcile his previous conduct and the facts which have been referred to with the denial which he now interposes. The bill charges the fact, that his counsel put his refusal on the ground of the insolvency of the defendant, and that the defendant gave as a reason for not paying, that the defendant and the

“concern” were insolvent and unable to pay its debts. The answer, as to what was said about the insolvency of the defendant and of the “concern,” is evasive. If it is intended as a denial of the charges in the bill upon that subject, then it is most satisfactorily disproved of by the evidence in the cause. I cannot but notice one part of the answer in connection with the charges in the bill, as to what was said on the subject of insolvency. The bill charges that Mr. Chase said that Robert Rennie had become insolvent, or had been obliged to stop pay-  
 10 ment, and was making arrangements to wind up and close the concern and business of the said print works at Lodi. The defendant puts on file an answer, which is in the handwriting of Mr. Chase, and drafted by him as the defendant’s counsel, in which, as to this charge of what was said by Mr. Chase in the interview referred to, the defendant is made to say that he has “no knowledge or information as to what passed between the said attorneys in fact and Nelson Chase, except that he has been informed by said Chase, that the said Chase informed them that there were no assets in the hands of this defendant  
 20 belonging to the estate of the said Archibald Bryce with which to pay said annuities, or any part thereof.” Now certainly, if the defendant was under the delusion that he could impose upon this court such an answer as a denial to the charges made in reference to this interview, his counsel ought to have warned him of his mistake. If Mr. Chase could have denied the charges in the bill, he would have told him so, and given to his client the benefit of the denial. I can only say, it would have been much more to the defendant’s advantage to have obtained the real truth, whatever it might be, from his  
 30 counsel, and candidly to have given it, than to have answered in a manner to manifest a disposition on his part to conceal and pervert the truth. He has lost his credit for candor, and has placed himself in a worse position than he would have been by a full admission of the charges.

There are very many facts in the case to which I have not adverted. I am perfectly satisfied, from the evidence in the cause, that the defendant is *estopped* from denying that the testator was jointly interested with him in the Lodi print works and its business, and that he has placed himself in a  
 40 position to make himself personally liable to the complainants for the payment of their annuities.

The question remains as to the decree that shall be made. I regret that more attention was not given to this part of the case by the counsel on the argument. It causes me some embarrassment, and is, indeed, the only difficult part of the case.

One prayer of the bill is for an account against the executors. The bill seems to have been framed under the idea that this was the appropriate relief. There has been objection made to the frame of the bill, or in reference to parties. The only issue made by the answer is the one I have considered, as to the right to the property. There can be no general decree for account against the executors. The domicile of the testator was in a foreign jurisdiction. Letters testamentary were taken out there, and the estate has been partially administered there. The will has not been proved in this state, and no one can be called to account here in the capacity of executor, unless he has assumed the duties here according to law. (1 *Story's Eq. P.* § 179; *Morrell v. Dickey*, 1 *J. C. R.* 153; *Doolittle v. Lewis*, 7 *J. C. R.* 45; *Logan v. Fairlie*, 2 *Sim. & S.* 284; *Tyler v. Bell*, 2 *Mylsie v. Craig* 89.) But here is property subject to the trust in the hands of a person bound 10 to execute the trust. A trust may be enforced not only against the persons who rightfully are possessed of the trust property as trustees, but also against all persons who come into possession of the property bound by the trust with notice of the trust; and whoever so comes into possession is considered as bound, with respect to the especial property, to the execution of the trust. (*Adair v. Shaw, Schoales and Lefroy's Rep.* 262.) The property in question is subject to the payment of the annuities. It is in the possession of Robert Rennie, and the complainants have a right to follow the property into his 30 hands, and charge him as a wrongdoer. They cannot call upon him, as executor, to account *virtute officie*, but as being in possession of property which is applicable to the payment of their claims.

I can see no necessity for an account in this case, as it now stands upon the pleadings and admission of the parties.

The bill charges, in substance, that the testator's interest in the real estate belonging to the Lodi print works and in the business of the concern is sufficient for the security of their annuities. The defendant, Rennie, does not deny it. His an- 40

swer must be taken as an admission that the property in his hands is sufficient. The only object of taking an account would be to ascertain that fact. The answer dispenses with that necessity.

In this view of the case, the other legatees are not *necessary* parties to the suit. They are out of the jurisdiction of the court. The complainants are following the defendant, Rennie, here to obtain from him their rights. The other parties may choose to rely upon the court where Rennie is bound to  
10 account. The complainants are not to be embarrassed or delayed in the prosecution of their rights on account of the absence of other parties. They are entitled to the fruits of their superior vigilance. (*Coll v. Lanier*, 9 Cow. 329.) If not *necessary* parties then, although made parties if they do not appear, they may be disregarded in the final decree. (*Edwards on Parties in Chancery* 3, 11.)

I think the proper decree is a reference to a master, to ascertain what amount the defendant, Robert Rennie, should pay into court to be invested to secure the annuities, and that  
20 upon his refusal to make such payment, the real estate should be sold. If one half of the sum raised by the sale is not sufficient, then the other half should be appropriated for the purpose; and if there is still a deficiency, Robert Rennie must be decreed to make it good.

The first part of the book is devoted to a general  
 history of the country, and to a description of the  
 various parts of it. The second part is a  
 description of the manners and customs of the  
 people, and of their laws and constitution. The  
 third part is a description of the natural  
 history of the country, and of the various  
 animals and plants which are found in it. The  
 fourth part is a description of the  
 minerals and metals which are found in it. The  
 fifth part is a description of the  
 commerce and trade of the country, and of the  
 various manufactures which are carried on in it.

