

FINAL DECREE.

This cause coming on to be heard in the presence of Henry C. Pitney of counsel with the complainants, and Augustus W. Cutler of counsel with the defendants upon the pleadings and proofs, and the Chancellor having duly considered the same and being of the opinion that the complainants are entitled to the relief prayed for in their bill of complaint, and it appearing that the defendants, Washington Stickle and Sarah Ann his wife, on the Fourteenth day of October, eighteen hundred and sixty-nine, received from the makers of the two promissory notes mentioned in said bill the sum of seventy-seven dollars, being the interest for one year on said promissory notes, which sum of seventy-seven dollars amounts with interest on this day to the sum of one hundred dollars and twenty-seven cents. 10

And it further appearing by the report of Charles E. Pierson, the receiver heretofore appointed herein, that he has collected and has now in his hands the whole of the principal and interest due on said promissory notes, less the amount so paid to said Stickle and wife, amounting in the aggregate to the sum of twelve hundred and eighty-four dollars and fifty cents. 20

It is therefore on this ninth day of February eighteen hundred and seventy-four, by Theodore Runyon Esquire, Chancellor of the State of New Jersey, ordered, adjudged and decreed that the said Charles E. Pierson, receiver, do pay to the complainants the said sum of twelve hundred and eighty four dollars and fifty cents (less five per cent. of the amount thereof to be retained by him in full for his fees and commissions as receiver) which sum so to be by him to them paid shall be by them applied and credited towards the payment of their claims and demands against the firm of Stiers & Ryerson, as mentioned and described in the pleading herein. 30

And it is further ordered, adjudged and decreed that the said Washington Stickle and Sarah Ann his wife do pay to said complainants the said sum of one hundred dollars and twenty-seven cents to be by the complainants applied in like manner towards the payment of their said claim and that the said Washington Stickle and Sarah Ann his wife, do also pay to said complainants their costs in this suit to be taxed. 40

THEODORE RUNYON, C.

A true copy,

H. S. LITTLE, Cl'k.

FINAL DECREE.

This cause coming on to be heard in the presence of Henry C. Pitney of counsel with the complainants, and Augustus W. Cutler of counsel with the defendants upon the pleadings and proofs, and the Chancellor having duly considered the same and being of the opinion that the complainants are entitled to the relief prayed for in their bill of complaint, and it appearing that the defendants, Washington Stickle and Sarah Ann his wife, on the Fourteenth day of October, eighteen hundred and sixty-nine, received from the makers of the two promissory notes mentioned in said bill the sum of seventy-seven dollars, being the interest for one year on said promissory notes, which sum of seventy-seven dollars amounts with interest on this day to the sum of one hundred dollars and twenty-seven cents. 10

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And it is further ordered, adjudged and decreed that the said Washington Stickle and Sarah Ann his wife do pay to said complainants the said sum of one hundred dollars and twenty-seven cents to be by the complainants applied in like manner towards the payment of their said claim and that the said Washington Stickle and Sarah Ann his wife, do also pay to said complainants their costs in this suit to be taxed. 40

THEODORE RUNYON, C.

A true copy,

H. S. LITTLE, Cl'k.

The first part of the report is devoted to a general survey of the state of the country, and to a description of the various branches of industry and commerce. It is followed by a detailed account of the population, and of the progress of agriculture, manufactures, and trade.

The Geography of New Jersey.

The second part of the report is devoted to a description of the various branches of industry and commerce. It is followed by a detailed account of the population, and of the progress of agriculture, manufactures, and trade.

The third part of the report is devoted to a description of the various branches of industry and commerce. It is followed by a detailed account of the population, and of the progress of agriculture, manufactures, and trade.

The fourth part of the report is devoted to a description of the various branches of industry and commerce. It is followed by a detailed account of the population, and of the progress of agriculture, manufactures, and trade.

The fifth part of the report is devoted to a description of the various branches of industry and commerce. It is followed by a detailed account of the population, and of the progress of agriculture, manufactures, and trade.

The sixth part of the report is devoted to a description of the various branches of industry and commerce. It is followed by a detailed account of the population, and of the progress of agriculture, manufactures, and trade.

In Chancery of New Jersey. 10

BETWEEN PETER T. B. VAN DOREN AND
WILLIAM P. C. VAN DOREN,
Compl'ts. } *Bill for Relief*
and Injunction.
Filed Aug. 30,
1871.
and
WASHINGTON STICKLE, et ux. et als.,
Def'd'ts. }

PITNEY & YOUNGBLOOD, Sol'rs.

Filed August 30, 1870.

20

*To the Honorable Abraham O. Zabriskie, Chancellor of the
State of New Jersey :*

Humbly complaining, your orators, Peter T. B. Van Doren and William P. C. Van Doren, of the village of Washington, in the county of Warren and State of New Jersey, show unto your Honor :

1. That your orators are now, and for five years and more past have been, partners, engaged in the business of dealing in lumber, at Washington aforesaid, under the style and firm name of Van Doren & Son. 30

2. That in the year eighteen hundred and sixty-eight, Samuel G. Stiers and Ambrose F. Ryerson were partners in business, at Boonton, in the county of Morris, under the style and firm name of Stiers & Ryerson, and were as such partners engaged in the business of dealing in lumber, and as builders.

3. That in the said year the said firm of Stiers & Ryerson became indebted to your orators in a large sum of money for lumber sold and delivered, and money lent and advanced by 40

your orators to the said Stiers & Ryerson, and that said indebtedness amounted on the fourteenth day of October, in the year eighteen hundred and sixty-eight, to about four thousand and five hundred dollars, and consisted of a promissory note dated the third day of April, eighteen hundred and sixty-eight, at three months, for five hundred and five dollars, another promissory note dated the seventh day of August, eighteen hundred and sixty-eight, at two months, for one thousand dollars, both payable to your orators, and another promissory
 10 note dated the first day of September, eighteen hundred and sixty-eight, at one month, for three hundred and twenty-five dollars and eighty-three cents, payable to B. C. Osborn or order, and by him indorsed and transferred to your orators, and an open book account for lumber sold and delivered, amounting to about four thousand dollars, upon which certain payments and credits were afterwards made and given, so that the balance remaining due to your orators on the thirteenth day of July, eighteen hundred and sixty-nine, was the sum of sixteen hundred and eighty-one dollars and sixty-two cents.

20 4. That on the said fourteenth day of October the said Stiers & Ryerson sold out all their visible partnership property, consisting of a lumber yard and shed and buildings, planing mill, lumber and stock on hand, situate at Boonton aforesaid, to one John J. Van Ness, and that in settling the consideration for said purchase the same was paid for by said Van Ness to the said Stiers & Ryerson as follows, to wit: the said John J. Van Ness gave to the said Samuel G. Stiers, at the request of the said Stiers & Ryerson, two certain promissory notes in the words and figures and to the effect as follows, viz.:

30

\$500.

BOONTON, N. J., Oct. 14, 1868.

Two years after date, for value received, we, or either of us, promise to pay to the order of Sarah Ann Stiers, five hundred dollars, without defaultation or discount, with interest from date.

JOHN J. VAN NESS,
 JAMES H. HOPLER,
 HARTMAN VAN NESS

{ U. S.
 stamp
 20 cts. }

40

\$600.

BOONTON, N. J., Oct. 14, 1868.

Four years after date, for value received, we, or either of us, promise to pay to Sarah Ann Stiers, six hundred dollars, without defaultation or discount, with interest from date.

{ U. S. }
 { stamp }
 { 30 cts. }

JOHN J. VAN NESS,
 JAMES H. HOPLER,
 HARTMAN VAN NESS.

10

That the said John J. Van Ness signed said notes as principal, and the said James H. Hopler and Hartman Van Ness signed the same as sureties for the said John J. Van Ness, and the said Sarah Ann Stiers therein named was the wife of the said Samuel G. Stiers.

5. That in further payment of said consideration for such partnership assett, and at the like request of said firm of Stiers & Ryerson, the said Van Ness gave his promissory note to the order of the said Ambrose F. Ryerson, for the sum of seven hundred dollars, and the said Ambrose F. Ryerson very 20 shortly afterwards endorsed and transferred the same to his wife, without, as your orators believe, any consideration for such transfer.

6. That of the lumber sold by your orators to the said Stiers & Ryerson, prior to the fourteenth day of October, eighteen hundred and sixty-eight, an amount supposed to be equal in value to twenty-eight hundred and thirty-nine dollars and fifty-six cents, or thereabouts, was on hand in the lumber yard of said Stiers & Ryerson, on said fourteenth day of October, eighteen hundred and sixty-eight, and by arrange- 30 ment between the said Van Ness and Stiers & Ryerson, the said Van Ness and one Jaques assumed the payment of the same and settled with your orators therefor, and the amount was afterwards credited to the said Stiers & Ryerson by your orators, leaving a balance due your orators, from the said Stiers & Ryerson, of upwards of sixteen hundred dollars.

7. That besides the two amounts of eleven hundred and seven hundred dollars, so secured by the promissory notes of the said John J. Van Ness, as stated in the fourth and fifth paragraphs hereof, the said Stiers & Ryerson had no effects or 40

assets available to pay and liquidate the amount so due from them to your orator, and the transfer of said sums to their several wives as above stated, left the said Stiers & Ryerson, as partners and also as individuals, entirely without means to pay your orators, and insolvent; and the two promissory notes in the said fourth paragraph mentioned were so made payable to the said Sarah Ann Stiers without any consideration by her paid therefor, and for the express purpose of placing the amount thereof beyond the reach of your orators as creditors
 10 of the said Stiers & Ryerson, and to hinder and prevent your orators from collecting the amount of the said debt, or any part thereof, from the proceeds of the sale of said partnership effects, or in any other manner whatever.

8. That afterwards, on or about the _____ day of _____ eighteen hundred and sixty-nine, the said Samuel G. Stiers died intestate, and letters of administration were duly granted on the twenty-sixth day of February, eighteen hundred and sixty-nine, by Joseph W. Ballentine, Surrogate of the said county of Morris, to the said Sarah Ann Stiers,
 20 his widow.

9. That on the fifth day of March, eighteen hundred and sixty-nine, the said Sarah Ann Stiers filed in the office of said Surrogate an inventory of the estate of the said Samuel G. Stiers, deceased, a copy of which is hereto annexed, marked Exhibit A.

10. That afterwards, on the _____ day of _____ eighteen hundred and _____ said Sarah Ann Stiers intermarried with one Washington Stickle.

11. That on the twenty-second day of July, eighteen hundred and sixty-nine, your orators made a claim, under oath, against the estate of the said Samuel G. Stiers, deceased, and served the same upon the said Sarah A. Stiers, a copy of which is hereto annexed, marked Exhibit B.

12. That afterwards, on the fifteenth day of June, eighteen hundred and seventy, the said Sarah Ann Stiers filed two accounts in the said Surrogate's office of said county of Morris, copies of which are hereto annexed and marked Exhibits C and D respectively, by which it appears that the estate of Samuel G. Stiers is entirely insolvent, and that your orators have
 40 received no part of their said debt therefrom.

13. That in the month of March, eighteen hundred and sixty-nine, your orators commenced an action in the Circuit Court of the county of Morris against the said Ambrose F. Ryerson, as survivor of the said Samuel G. Stiers, to recover the amount so due as aforesaid to your orators from the said Stiers & Ryerson, and such proceedings were had therein that afterwards, on the seventeenth day of May, eighteen hundred and sixty-nine, your orators recovered, against the said Ambrose F. Ryerson as such survivor, a judgment for the sum of sixteen hundred and sixty-nine dollars and sixty-one cents of 10 damages, and forty-three dollars and fifty-five cents of costs, as in and by the record of said judgments reference being thereto had will more fully appear.

14. That on the twenty-sixth day of May, eighteen hundred and sixty-nine, your orators sued out of said Circuit Court an execution or writ of fieri facias de bonis et terris, upon said judgment against the goods and lands of the said Ambrose F. Ryerson, which having been duly recorded in the office of the Clerk of said Court, was on the twenty-seventh day of May, eighteen hundred and sixty-nine, duly delivered to James W. 20 Briant, then and still being Sheriff of the said county of Morris, in which county the said Ambrose F. Ryerson then resided and still resides, to be executed according to law, and was by him afterwards, at the term of October, eighteen hundred and sixty-nine, of said Court, duly returned by said Sheriff as follows :

“Oct. 5, 1869.—I return this writ to Court wholly unsatisfied, not being able to find any property whereon to levy to make the money or any part thereof. 30

JAMES W. BRIANT, Sheriff.”

As in and by the said execution or a certified copy thereof, reference being thereunto had, will more fully appear.

15. That the said Sarah A. Stickle now has the said two promissory notes mentioned in the fourth paragraph hereof in her possession, and under her control, and claims to own the same, but your orators show that such claim is wholly without foundation, and that the same are in equity assets of the said

firm of Stiers & Ryerson in her hands, and should be applied towards paying the debts of said partnership.

16. That the whole amount of said indebtedness is still due to your orators, no part thereof ever having been paid to them, and that they have applied to the said Sarah Ann Stickle and requested her to transfer to your orators the said promissory notes so given to her, as aforesaid, by the said John J. Van Ness, so that your orators may receive payment of the same as they severally mature, and apply the same towards the pay-
10 ment of your orators' said indebtedness, but the said Sarah Ann refuses so to do.

Your orators, therefore, pray the aid of this Honorable Court in the premises, and that the said Sarah Ann Stiers, now Sarah Ann Stickle, and the said Washington Stickle and the said Ambrose F. Ryerson, may answer all and singular the premises, but not under oath, an answer under oath being waived, and that the two promissory notes set forth in the fourth paragraph hereof may be declared and decreed to be
20 assets of the said partnership of Stiers & Ryerson, and that the making of the same to the said Sarah Ann in the manner hereinbefore set forth was and is fraudulent and void as against your orators as creditors of said firm, and that your orators as creditors of said firm are entitled to have the same transferred to them to be collected by your orators and applied towards the payment of your orators' said debt, and to that end that a receiver or receivers may be appointed by this Honorable Court, to take, receive and hold said promissory notes and collect the same as they mature, and that said Sarah Ann Stickle may be ordered and decreed by this Court to indorse and de-
30 liver said two promissory notes to said receiver or receivers, and that in the meantime that the said Sarah Ann Stickle, and her said husband Washington Stickle, and each of them, may be restrained by the order and injunction of this Court from indorsing, transferring, negotiating or collecting said two promissory notes, or either of them, and that your orators may have such further and other relief in the premises as may be agreeable to equity and good conscience.

May it please your Honor, the premises considered, to grant unto your orators not only the State's writ of injunction issued
40 out of and under the seal of this Honorable Court, to be directed

to the said Sarah Ann Stickle and Washington Stickle, restraining them and each of them from indorsing, transferring, negotiating or collecting said two promissory notes, or either of them, so given by the said John J. Van Ness and his sureties to the said Sarah Ann Stickle by her former name of Sarah Ann Stiers, and particularly described in the fourth paragraph of this bill of complaint, but also the State's writ of subpoena, to be directed to the said Washington Stickle, and Sarah Ann Stickle, in her individual capacity and as administratrix of Samuel G. Stiers, deceased, and the said Ambrose 10
F. Ryerson, therein and thereby commanding them and each of them, on a certain day and under a certain penalty therein to be specified, to be and appear before your Honor in this Honorable Court, then and there to answer, but not under oath, all and singular the premises contained in this your orators' bill of complaint, and to stand to and abide by such order and decree in the premises as shall seem meet and agreeable to equity and good conscience.

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

PITNEY & YOUNGBLOOD, 20

JAS. C. YOUNGBLOOD, Sol's. of Compl't.
of Counsel.

EXHIBIT B.

\$505. BOONTON, April 3, 1868.

Three months after date, we promise to pay to the order of Van Doren & Son, five hundred and five dolls. at the National Iron Bank, at Morristown, without defalcation or dis- 30
count, for value received. Signed,

A. G. STIERS & RYERSON.

{ three }
{ 10 cent }
{ stamps }

\$1,000. BOONTON, August 7, 1868.

Two months after date, we promise to pay to the order of Van Doren & Son, at the National Iron Bank, at Morristown, 40

one thousand dollars without defalcation or discount, for value received. Signed, STIERS & RYERSON.

{ 50 cent stamp. }

\$325 83-100.

BOONTON, N. J., Sept. 1, 1868.

One month after date, we promise to pay to B. C. Osborn, 10 agt. or order, three hundred and twenty-five 83-100 dollars, at the National Iron Bank, at Morristown, without defalcation or discount, for value received.

Signed, (Ind.)

STIERS & RYERSON, B. C. OSBORN, agt.

{ two 10 & 15c stamps }

STIERS & RYERSON,

To VAN DOREN & SON, Dr.

20 1868.

July 24.	To 7546 ft. hem.	18.00	\$ 134 83
"	" 4000 ft. do.	18.00, 2503x416	72 00
"	" 4000 ft. do.	20.00, 5002x316	80 00
"	" 9624 ft. spruce,	21.00	202 10
"	" 3000 ft. spruce floor,	3.00	90 00
"	" 2024 ft. w. p. plk.	43.00	87 03
"	" 1017 ft. panel inch 6		61 02
"	" 1 long pole ladder,		3 00
"	" 6 poles (short),	50c,	3 00
30	" 4831 ft. wide panel,	58.00,	280 00
"	" 11035 ft. common pine,	35.00,	386 22
"	" 2116 ft. 1 1-2 panel 4 1-2,		90 72
"	" 5020 ft. panel, inch,	6.00,	301 20
			<hr/>
			1791 32
July 25.	To 16083 ft. hem.	18.00,	289.50
"	" 2000 ft. panel, 1 1-4,	44.00,	88.00
"	" 2500 ft. spruce plk,	21.00,	52.50
40	" 3885 ft. hem.,	18.00	69.93

" 31	"	18525 ft. hem., 18.00	333.45	
Aug. 6	"	24000 ft. hem., 18.00	432.00	
				<u>1265 38</u>
Aug. 8.	To	2132 ft. w. p. siding, 3 1-2		
		7 1-2 inch,	74.62	
"	"	1487 ft. do. 3 1-2 6 inch,	48.33	
"	"	1000 ft. spruce floor, 3.00	300.00	
"	"	2010 ft. w. p. floor, 38.00	76.38	
"	"	4407 ft. hem. floor, 2.80	123.40	
				<u>622 73 10</u>
"	"	Stamp on note		1 55
Aug. 13.	To	5000 ft. spruce bds., 21.00	105.00	
"	"	3760 ft. hem., 18.00	67.68	
" 24.	"	10 m. w. p. shingles, 8 1-2	85.00	
"	"	10 m. hem. do., 8	80.00	
				<u>337 68</u>

STATEMENT.

20

1st, Principal due on note dated April 3d,			
1868, at three months,	\$505.00		
Protest fees, &c. on said note,	2.07		
		<u>507 07</u>	
Int. thereon from July 6, '68, to July 13, '69,			36 18
2d, Principal on note dated Aug. 7, 1868,			
at two months,	1,000.00		
Protest fees, &c.,	2.07		
		<u>1002 07 30</u>	
Int. thereon from Oct. 10, '68, to July 13, '69.			53 20
3d, Principal due on note dated Sept. 1,			
1868, at one month,	325.83		
Protest fees, &c.,	2.07		
		<u>327 90</u>	
Int. thereon from Oct. 3, '68, to July 13, '69,			17 85
4th, Bill of lumber, July 24, 1868,			1791 32
Int. from Oct. 24, 1868, to July 13, 1869,			90 22 40

	5th, Bills of lumber, July 25, 31, and Aug. 6, 1868,	1265 38
	Int. thereon from Nov. 6, 1868, to July 13, 1869,	60 77
	6th, Bill of lumber, August 8, 1868,	622 73
	Int. from Nov. 8, 1868, to July 13, 1869,	29 65
	Stamp on note,	1 55
	7th, Bills of lumber, August 13, 18, 24, 1868,	337 68
	Int. thereon from Nov. 24, 1868, to July 13, 1869,	15 03
10		<hr/> 6157 05
	1868. Cr.	
	July 22. By cash,	\$300.00
	Int. from July 22, 1868, to July 13, 1869,	20.48
	Aug. 7, By note due Oct. 10, 1868,	1000.00
	Int. from Oct. 10, 1868, to July 13, 1869,	53.09
20	Oct. 29. By note of Theo. Ringleib, dated Oct. 29, 1868, at 5 mos., int. from date,	116.40
	Int. from Oct. 29, 1868, to July 13, 1869,	5.77
	By note of Van Ness & Jaques, dated Oct. 29, 1868,	2339.56
	Int. from Oct. 29, 1868, to July 13, 1869,	140.23
		<hr/> 4475 43
30	Balance due July 13, 1869.	1681 62

IN CHANCERY OF NEW JERSEY.

BETWEEN PETER T. B. VAN DOREN AND
 WILLIAM P. C. VAN DOREN,
 Compl'ts,
and
 SARAH ANN STICKLE and WASHINGTON
 STICKLE and AMBROSE F. RYERSON,
 Def'd'ts. } *On Bill.*

Filed Nov. 25, 1870.

20

The answer of Sarah Ann Stickle, wife of Washington Stickle, and Washington Stickle, two of the defendants to the bill of complaint of Peter T. B. Van Doren and William P. C. Van Doren, complainants.

These defendants now and at all times hereafter saving and reserving to themselves all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainants' said bill of complaint contained, for answer thereunto, or unto so much and such part thereof as these defendants are advised are material for them to make answer unto, they answer and say, that Samuel G. Stiers departed this life on or about the twenty-sixth day of January, in the year of our Lord one thousand eight hundred and sixty-nine, and that afterwards, to wit, on the twenty-sixth day of February, in the year of our Lord one thousand eight hundred and sixty-nine, letters of administration were duly granted to the said Sarah Ann Stiers, widow of the said Samuel G. Stiers, by Joseph W. Ballentine, Esq., Surrogate of the county of Morris, and that she took upon herself the burthen of the admin- 30 40

istration of the estate of the said Samuel G. Stiers, and that afterwards, to wit, on the tenth day of June, in the year of our Lord one thousand eight hundred and seventy, the said Sarah Ann Stiers intermarried with the said Washington Stickle, the said defendant.

And these defendants further answering say, that they are ignorant of the partnership existing between the said complainants as is set forth and alleged in the said bill of complaint.

10 And these defendants further answering, deny that the said Samuel G. Stiers and Ambrose F. Ryerson entered into partnership, as is alleged and set forth in the said bill of complaint, on the third day of April, in the year of our Lord one thousand eight hundred and sixty-eight, but that the said Samuel G. Stiers and Ambrose F. Ryerson entered into co-partnership afterwards and subsequent to said date.

And these defendants further answering, say, that the promissory note set forth and referred to in the said bill, bearing date on the third day of April, in the year of our Lord one
20 thousand eight hundred and sixty-eight, for five hundred and five dollars, and alleged to be signed by A. G. Stiers & Ryerson, was given for lumber sold by Van Doren & Son to Samuel G. Stiers and son, and was afterwards paid by Stiers & Ryerson, after they entered into partnership, by the giving of and the payment of a promissory note by the said Stiers & Ryerson, and dated the fifteenth day of July, in the year of our Lord one thousand eight hundred and sixty-eight, for the sum of five hundred and eleven dollars and fifty-nine cents, and payable to the order of Van Doren & Son, at the National
30 Iron Bank, in thirty days after the date thereof, the amount of which last mentioned note was the principal sum of the first named note, with the protest fees, expenses and discount added thereto, to which last mentioned promissory note so paid as aforesaid by the said Stiers & Ryerson when it became due, and now in the possession of these defendants, these defendants pray leave to refer if it become necessary so to do.

And these defendants further answering say, that after the said Stiers & Ryerson entered into co-partnership, the said complainants were very anxious to sell their lumber, and on
40 the twenty-fourth day of July, in the year of our Lord one

thousand eight hundred and sixty-eight, the said complainants shipped by boat a bill of lumber amounting to one thousand seven hundred and ninety-one dollars and thirty-two cents, as by the original bill with letter of advice accompanying the same, now in the possession of these defendants, they pray to refer if it be necessary so to do.

And these defendants further answering say, that the said Stiers & Ryerson paid upon and on account of said consignment of lumber, the sum of three hundred dollars, a receipt for which, signed by the said Van Doren & Son, and now in the possession of these defendants, they pray leave to refer. 10

And these defendants further answering say, that the said complainants, on the twenty-seventh day of July, in the year last aforesaid, consigned to the said Stiers & Ryerson another bill of lumber, amounting to the sum of four hundred and ninety-nine dollars and twenty-three cents, as by the original bill with letter of advice accompanying the same, now in the possession of these defendants, they pray leave to refer it, if it be necessary so to do.

And these defendants further answering say, that on the first and eighth days of August, in the year last aforesaid, the said complainants consigned to the said Stiers & Ryerson another bill of lumber, amounting to one thousand three hundred and eighty-eight dollars and eighteen cents, as by the original bill with letter of advice accompanying the same, of the date of the tenth of August, of the year last aforesaid, now in the possession of these defendants, they pray leave to refer if it be necessary so to do. 20

And these defendants further answering say, that on the eighth, thirteenth and twenty-fourth days of August, in the year last aforesaid, the said complainants shipped other bill of lumber to the said Stiers & Ryerson, amounting on the aggregate to the sum of nine hundred and sixty dollars and forty-one cents, as by the original bill with letters of advice accompanying the same, now in the possession of these defendants, they pray leave to refer to if it be necessary so to do. 30

And these defendants further answering say, that the two bills of lumber of the thirteenth and twenty-fourth day of August, amounted in the aggregate to the sum of three hundred and thirty-seven dollars and sixty-eight cents, and these 40

defendants charge that the same was paid by the promissory note of Stiers & Ryerson, dated the first day of September, in the year last aforesaid, and payable to B. C. Osborn, agent, or order, in thirty days, for three hundred and twenty-five dollars and eighty-three cents, and that the said note should be credited upon the said bill of lumber.

And these defendants further answering say, that after the delivery of the several bills of lumber as aforesaid, and prior to the bill of the thirteenth and twenty-fourth days of August, 10 to wit, on the seventh day of August in the year last aforesaid, the said Stiers & Ryerson gave to the said complainants their two promissory notes, one note being the same note particularly set forth and described in the complainants' bill of complaint, being a note of one thousand dollars and payable in two months after date to the complainants, or order, and the other note being a note of the same date given by Stiers & Ryerson, and payable at the National Iron Bank to the complainants, or order, in three months from the date thereof, for two thousand and four dollars and twenty cents, which 20 note was duly stamped and delivered to the complainants, and to which note now in the possession of these defendants and cancelled, these defendants pray leave to refer if it become necessary so to do.

And these defendants further answering say, that the said complainant, after the delivery of the last consignment of lumber of the twenty-fourth day of August, made up an account current with the said Stiers & Ryerson, and upon which they charged the said Stiers & Ryerson with the several bills of lumber hereinbefore particularly set forth, and credited 30 the said Stiers & Ryerson with the cash payment of three hundred dollars, and also with the two notes aforesaid, one of one thousand dollars, and one of two thousand dollars and four dollars, to which account current in the hand writing of the said complainants and now in the possession of your orators, these defendants pray leave to refer.

And these defendants further answering say, that afterwards, on the fourteenth day of October, in the year last aforesaid, the said Stiers & Ryerson being about to dissolve partnership, were negotiating for the sale of the stock, lumber, good will, 40 &c., of the partnership effects to Van Ness & Jaques, and of

negotiation the said complainants were advised, for on the twentieth day of October of the same year, a letter, of which the following is a true copy, was addressed by the said complainants to the said Samuel Stiers :

D'R SIR :—Make it appear that Van Ness owns the lumber to keep things still.

Yours,

Destroy this letter.

VAN DOREN & SON.

And that afterwards, to wit, on the twenty-ninth day of 10
October of the same year, the said Stiers & Ryerson being anxious to pay off and discharge any indebtedness that they might owe to the said complainants, indorsed and delivered to the said complainants, a promissory note made by one Theodore Ringlieb, dated the twenty-ninth day of October, in the year last aforesaid, for the sum of one hundred and sixteen dollars and forty cents, with interest from date, and payable in five months to the order of Stiers & Ryerson, and which said note was received by the said complainants in part payment of the money due them from the said Stiers & Ryerson, and the 20
said note was duly paid and the amount of the same with the interest thereon was credited by the said complainants upon the indebtedness of the said Stiers & Ryerson.

And these defendants further answering say, that before the maturity of the two thousand and four dollars and twenty cent note so as aforesaid given by the said Stiers & Ryerson to the said complainants, the said Stiers & Ryerson sold out their lumber, material, business, &c., to the said Van Ness & Jaques, and the said complainants were willing to take Van Ness & Jaques' note in payment of any balance that might 30
be due from Stiers & Ryerson to the said complainants, and in accordance with such willingness the said complainants did receive a note of Van Ness & Jaques, dated the twenty-ninth day of October, in the year last aforesaid, for two thousand eight hundred and thirty-nine dollars and fifty-six cents, with interest, and which amount was credited by Stiers & Ryerson upon the indebtedness of the said Van Ness & Jaques, and was by the said complainants credited upon the account of Stiers & Ryerson as aforesaid.

And these defendants charge, that the said sum of two 40

thousand eight hundred and thirty-nine dollars and fiftyxiscents was the balance that was then and there, to wit, on the said twenty-eighth day of October, found to be due to the said complainants, from the said Stiers & Ryerson, upon a settlement of their accounts, and that the said note of Van Ness & Jaques was received by the said complainants in full settlement of all claims and monies due and owing from the said firm of Stiers & Ryerson to the said complainants, and that the said complainants were to return to the said Stiers & Ryerson the two notes so as aforesaid given by Stiers & Ryerson to the complainants, one for one thousand dollars and one for two thousand and four dollars and twenty cents, and that the said complainants, in accordance with such arrangement, did take up the said promissory note of two thousand and four dollars and twenty cents from the bank and deliver the same to the said Stiers & Ryerson cancelled, as by reference to the said note and the several indorsements thereon, now in possession of these defendants will more fully and at large appear, and to which note and the several indorsements thereon, these defendants pray leave to refer.

And these defendants further answering say, that they are strangers to any proceedings had by the said complainants against Ambrose F. Ryerson, a survivor of the firm of Stiers & Ryerson, and are ignorant of any judgment entered up of record against the said Ryerson, or of any execution issued on such judgment, but these defendants insist that if such proceedings have been had as is stated in the complainants' bill, the said complainants have no right to enforce the same claim against these defendants or attempt to collect the same indebtedness (even though there existed any indebtedness) from these defendants, and insist that the remedy, if any, must be against the said survivor.

And these defendants further answering say, that the said complainants did present a claim against the estate of Samuel G. Stiers to Sarah Ann Stiers, the administratrix of the said estate, being a claim against Stiers & Ryerson, and that the same was reported by the administratrix to the Orphans' Court, together with its other that were presented to the defendant or administratrix, and that proceedings were thereupon had as in case of insolvency, and exception to the amount

of the said administrator was taken by the said complainants inasmuch as she had not charged herself with the said promissory note so as aforesaid given her by the said John J. Van Ness, but the said court dismissed the said exception because that the remedy of the said complainants were against the said survivor, Ambrose F. Ryerson, and not against the administratrix, to which proceedings and claim of the said Orphans' Court, these defendants pray leave to refer if it be necessary so to do.

And these defendants further answering say, that they admit 10 that John J. Van Ness, together with James H. Hopler and Hartman Van Ness, did give to the said Sarah Ann Stiers the two promissory notes of the date, tenor and effect as is stated in the complainants' bill, but these defendants deny that the said notes were without consideration paid by the said Sarah Ann Stiers, but on the contrary that they were for a valuable consideration paid therefor by the said Sarah Ann Stiers, and these defendants further deny that the said notes were given for the express purpose of placing the amount thereof beyond the reach of the said complainants as creditors of Stiers & 20 Ryerson, or to hinder or prevent the said complainants from collecting the amount of their said debt, or any part thereof, from the proceeds of the sale of the said partnership effects, but insist and charge the fact to be that the said sum of eleven hundred dollars was but a part and portion of the money that was due and owing to the said Sarah Ann Stiers from the said firm of Stiers & Ryerson, and that the same amount of eleven hundred dollars was but a part payment of the money due the said Sarah Ann Stiers.

And these defendants further answering say, that the said 30 Sarah Ann Stiers received from her mother and her mother's estate the sum of six hundred dollars or thereabouts, which money she lent and advanced to her husband Samuel G. Stiers, who used the same in the purchase of a farm in the county of Morris, to wit, at Beavertown, her said husband agreeing to repay her and pay her interest upon the same, and that afterward she advanced to her husband other monies which she earned by her needle and other means ; that upon an accounting had by her with her husband on or about the day of May, in the year of our Lord one thousand eight hun- 40

dred and sixty-seven, the same being the time when she, together with her husband, conveyed the said farm to Joseph Mitchell, it was ascertained that the said Samuel G. Stiers, her husband, was indebted to her in the sum of fifteen hundred dollars, and agreed to give her, the said Sarah Ann Stiers, the said sum of fifteen hundred dollars, as soon as the property was conveyed and the purchase money received, and that afterwards the said Samuel G. Stiers, her husband, was anxious to go into the lumber and building business, at Boonton, and an opportunity offering for him to buy out the said John J. Van Ness, who was then in that business, she was persuaded by her husband to allow him to retain the said sum of fifteen hundred dollars and use it in the payment of his purchase of John Van Ness, her husband promising to make it secure to her and to allow her interest therefor, and that in accordance with such arrangement and reposing the utmost confidence in her husband she allowed him to retain and use the same, and the same was used and retained in the said business until the sale so as aforesaid was made by Stiers & Ryerson to the said Van Ness, when the defendant, Sarah Ann Stiers, was anxious that the whole amount so due to her as aforesaid, should be paid or secured to her, and the same would have been secured to her had not the complainants insisted that the whole of their claim should be first paid, and the defendant still having full confidence in her husband, and being informed by him and by the said Ambrose F. Ryerson that the said payment of two thousand eight hundred and thirty-nine dollars and fifty-six cents would pay off the whole indebtedness to the said complainants, this defendant was induced to accept the said notes amounting to eleven hundred dollars instead of notes covering the whole amount of indebtedness, and consented that the said complainant should be first paid and satisfied out of the said sale so as aforesaid made by the said Stiers & Ryerson to the said Van Ness.

And these defendants further answering say, that the said Sarah Ann Stiers was married to the said Samuel G. Stiers on the _____ day of _____ in the year of our Lord one thousand eight hundred and _____ and continued to live with him as his wife until his death as aforesaid.

40 And these defendants deny all unlawful combinations and

confederacy in said bill charged, without that that any other matter or thing material for these defendants to make answer unto, and not herein and hereby well and sufficiently answered, confessed or avoided, traversed or denied, is true to the knowledge or belief of these defendants.

All which matters and things these defendants are ready to aver, maintain and prove as this Honorable Court shall direct, and pray that a decree may be made requiring the said complainants to deliver up the said promissory note of one thousand dollars so as aforesaid given by the said Stiers & 10 Ryerson to the said complainants, and also the said note of three hundred and twenty-five dollars and eighty-three cents, made by the said Stiers & Ryerson to the said B. K. Osborn, agent, to be cancelled, and a further decree be made allowing and permitting the said Sarah Ann Stickle to hold and collect and receive the remains due upon the said two promissory notes so as aforesaid given by the said John J. Van Ness to the said Sarah Ann Stiers, and that the said notes and the money shall be decreed to be the property and effects of the said Sarah Ann Stickle, and that the said notes were given to 20 her for a valuable consideration and for money actually due and owing from the said Samuel G. Stiers to her, and that they are a valid security in her hands, and not fraudulent and void as against the said complainants, or any other persons ; and further, that a decree may be made that the said complainants are not entitled to any relief, and that the firm of Stiers & Ryerson were not indebted to the said complainants at the time of the filing of said bill, and if it should be ascertained that the firm of Stiers & Ryerson were indebted, that the complainants are without remedy against these defend- 30 ants, but that their remedy is against the said Ambrose F. Ryerson as surviving member of said firm, and that by reason of the said proceedings against the said Ambrose F. Ryerson the said complainants are not entitled to any relief as against the said defendants ; and further, that the injunction issued by this Honorable Court, against these defendants, preventing and restraining them from collecting or negotiating the said promissory notes so as aforesaid given by the said John J. Van Ness to the said Sarah Ann Stiers, may be dissolved, and the order appointing a receiver may be vacated, and that the 40

receiver already appointed by this Court shall be ordered and directed to deliver to the said Sarah Ann Stickle the said two promissory notes so as aforesaid given to her by the said John J. Van Ness, and by the said Sarah Ann Stickle delivered to and indorsed over to the said receiver in accordance with the order of this Court, and further pray that they may be hence dismissed with their reasonable costs and charges in their behalf most wrongfully sustained.

AUG. W. CUTLER,

Sol. and of Counsel with Def'ts.

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NEW JERSEY, }
MORRIS COUNTY, ss. }

Washington Stickle and Sarah Ann Stickle, being duly sworn according to law, depose to say that the facts and allegations in the within answer set forth and contained, so far as they relate to the acts and deeds of these deponents, are true, and so far as they relate to the acts and deeds of other persons they believe them to be true.

20

WASHINGTON STICKLE.

her

SARAH ANN X STICKLE.

mark.

Sworn and subscribed before }
me, November 25, 1870. }

FRED. A. DE MOTT,

M. C. C.

A true copy,

B. GUMMERE, Clerk.

IN CHANCERY OF NEW JERSEY.

BETWEEN PETER T. B. VAN DOREN AND

WILLIAM P. C. VAN DOREN,

Compl'ts,

and

WASHINGTON STICKLE, *et ux.*

Def'ts.

*On Bill, &c.**Depositions.*

Examination of witnesses in the above stated cause, taken²⁰ before Samuel S. Halsey, one of the Masters of the Court of Chancery of New Jersey, at his office in Morristown, pursuant to notice, on Tuesday, the eleventh day of April, A. D., eighteen hundred and seventy-one, in the presence of Henry C. Pitney, Sol'r for and of counsel with complainants, Augustus W. Cutler, Sol'r for and of counsel with Washington Stickle and wife, and Michael L. O'Keefe, of counsel with and Sol'r for defendant Ryerson, at ten o'clock in the forenoon of said day.

SAMUEL S. HALSEY,

Master in Chancery of New Jersey. 30

George R. Moore, a witness, called and sworn on the part of complainants, deposes and says :

I reside at Changewater, Hunterdon county, New Jersey ; I am acquainted with Sarah Ann Stickle, one of the defendants ; she is a sister of mine. Her first husband's name was Samuel G. Stiers ; can't tell where they lived. My father's name was John G. Moore, and my mother's name was Jane ; her maiden name was Rodenbach. My father and mother 40

used to live in Sussex county ; my father died in Sussex. After my father's death my mother moved back into Hunterdon where she was born and brought up ; her father was born and brought up in Hunterdon county, in Lebanon township, near Clarksville ; my mother had ten children, nine survived her ; there were either eight or nine living at her death ; their names are Elizabeth Hoffman, wife of Herbert Hoffman, Sarah Ann Stiers, now Sarah Ann Stickle, wife of Washington Stickle, myself, George R. Moore, Catharine Pence, wife of
 10 Jacob Pence, Jane Creger, wife of Andrew Creger, Hannah Martinus, wife of Frederick Martinus, John Moore, Margaret Castner, wife of John Castner, Keziah Beavers, wife of Ebenezer F. Beavers ; Mary Linaberry died before my mother did. My mother owned real estate in her lifetime ; I can't tell how much ; there was a house and lot of several acres and a wood lot ; she sold it in her lifetime ; several years before she died, likely ten or twelve years ; can't tell how much she got for it ; she had no other property besides this, except some household goods and two or three cows ; she was not, to my knowledge,
 20 possessed of any other goods or property besides the real estate I have spoken of and the household goods and cows above mentioned ; I can't tell what property she was possessed of at the time of her death. I lived at Sussex at the time, and they sent for me to come down and get my share of it ; I went down ; my mother did not leave a will ; the understanding was that the property was to be equally divided among the children ; it appears to me I got about fifty-five or fifty-six dollars in cash, as near as I can recollect ; I went to E. S. Beavers' to get my share (my brother-in-law) ; the other
 30 children were there ; Mrs. Sarah Ann Stiers was there ; and the amount paid to each was about fifty-five dollars ; that was the understanding ; no letters of administration were taken out upon my mother's estate ; we settled it up among ourselves ; my brothers-in-law, Pence and Beavers, attended to dividing up the estate ; I think there was beside the fifty-five dollars some bedding and household goods divided among the girls ; I paid no attention to this ; this consisted of one bed and plenty of bed clothing and her wearing apparel ; she was not keeping house at the time she died ; to my knowledge
 40 she had no considerable amount of household furniture ; I did

not pay Mrs. Stiers any money, to my knowledge ; so far as I know, my mother never had any property except what was there divided among her children ; this money that was divided there was the proceeds of the sale of her house and lot and wood lot.

Q. Did you ever hear any pretense in the family that your sister, Sarah Ann Stiers, got six hundred or eleven hundred dollars, or any such sum of money from her mother's estate ?

Objected to. 10

A. I never did.

Cross-examined by Mr. Cutler.

I used to live at Lafayette, in Sussex county ; I left Sussex county four years ago ; I went to Lafayette in the Fall of 1831 and moved out of the village in 1860 ; went to Freedom, about four miles this side of Newton ; I went from there to Washingtonville ; then to the Pond ; then to Newton ; then to Middleville, and thence to Hunterdon ; I think I was about two years at Freedom before I went to Lafayette ; my father died in the Spring of 1831, in Sussex county ; he left no property to my knowledge ; he died in Green township, Sussex county, on a farm belonging to Wm. Coates near Springdale ; my mother moved down to a place called Little Brook, in Lebanon township, Hunterdon county, the same spring ; I can't tell how long she lived there ; I visited her about once a year ; after sister Hannah got married my mother went to live with her, still in Hunterdon county ; my mother continued to live in Hunterdon until she died ; she died about seven years ago ; my mother rented her real estate for some time after she left it ; it was not well taken care of and she sold it ; my mother got her real estate from her father ; he gave it to her before his death ; I believe my mother received a little something from her father's estate besides this property ; I can't say how much ; her father died several years after the death of my father ; I don't think she got over \$100 or \$200 of her father's estate besides the land ; my mother was at Beavers' at the time she died ; there was a statement made by Beavers 40 30

and Pence at the time of the division of this money ; the money was brought from Chester by Mrs. Martinus ; I do not know who had the money in Chester ; I expect this money had been lent out in Chester ; I could not tell whether I signed a receipt the day this division was made or not ; I have never visited Mrs. Stiers since she has lived in the county of Morris ; I am on friendly terms with her ; she was there at the time of the division of this money.

I have been at Mrs. Stiers' house, I think, three times since her marriage, while she lived in Warren county.

My father and mother moved out of Sussex into Hunterdon a few days before my father died ; he stayed behind to settle up some business a few days and was taken sick and died.

Re-direct.

My understanding was that the money my mother left was equally divided among her children ; when Mrs. Stiers was first married she lived in Warren county and then moved down into Morris.

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GEO. R. MOORE.

*Sworn and subscribed this
11th day of April, A. D.
1871, before me.*

SAMUEL S. HALSEY,
M. C. C.

William P. C. Van Doren, a witness, called and sworn on the part of complainant, deposes and says :

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I am one of the complainants in this cause ; the other complainant is my father, and one of the firm of Van Doren & Son ; I am acquainted with the firm of Stiers & Ryerson, of Boonton ; knew Stiers better than Ryerson ; my business was always done with Stiers ; I never knew Ryerson till after the transactions with our firm ; Stiers' name was Samuel G. Stiers and Ryerson's name was Ambrose F.

Van Doren & Son sold lumber to Stiers & Ryerson.

Exhibit E shown witness, being note dated April 3, 1868, at three months, for \$505 ; witness says the signature to this

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note is in the hand writing of Samuel G. Stiers ; when that note came due a new note was given for it ; the new note was for \$511.59-100. The new note was signed by Stiers & Ryerson, and when that new note came due it was paid by our check.

Exhibit F shown witness, he says that is the check that paid the note ; the check is indorsed by Stiers & Ryerson. My father drew that check and handed it to Stiers ; I think it was at our office in Washington, Warren county. I learned from Stiers that there was quite a time about the check afterwards. The note was passing through the Hackettstown¹⁰ bank for collection ; we do our business at the Phillipsburg bank ; the note was payable at the Iron Bank, Morristown ; the note had been returned from the Morristown bank and was at the Hackettstown bank on its way to Phillipsburg ; Mr. Stiers had the cashier, Mr. Roe, go to the bank and get it for him. This check was money lent by us to Stiers & Ryerson to take up the note, to save it from protest and dishonor. We kept the note of \$505 and never gave it up to Stiers & Ryerson. The \$511.59-100 note was never returned to us by Stiers & Ryerson. The \$505 note was never paid except by²⁰ the giving of the \$511.59-100 note which we paid by check.

Exhibit G shown witness, being note of \$1,000, dated August 7, 1868. That note is in my hand writing, signed by Stiers with the firm name of Stiers & Ryerson ; this note has never been paid by them.

Exhibit H shown witness, note dated September 1, 1868, for \$325.83-100. Witness says that note was given for freight, to B. C. Osborn, agent of Stewart's freight line, and by him indorsed over to us. That was never paid by Stiers & Ryerson. This signature to this note is in the hand writing³⁰ of Stiers.

Note of \$2,004 being called for by complainants' counsel was produced by Mr. Cutler, dated August 7th, 1868, at three months, marked Exhibit I. Witness says this note was paid by a check of ours, date November 12, 1868, of \$2,004.20-100. The note was paid at the Phillipsburg bank, being recalled from Morristown by Mr. Roe, the cashier of that bank. I have not the check with me here this morning ; I was not aware it was wanted. I have the stub of the check with the original memorandum, made at the time ; the number of the⁴⁰

check is 41. The memorandum is as follows: "No. 41, date Nov. 12, 1868, took up Stiers & Ryerson note, Morristown bank \$2,004.20-100, sent Lewis Roe's order by mail."

The money I paid this note was the money of Van Doren & Son. I don't know exactly how the note came into the hands of Stiers.

The debt represented by the note was not paid by them nor considered cancelled by the note.

Q. Was any pretense ever made, to your knowledge, by Mr. 10 Stiers or Mr. Ryerson, that that note was ever paid by Stiers & Ryerson, or either of them?

A. Not that I know of.

Q. The claim put in to the estate of Samuel G. Stiers and annexed to the bill in this case, is that a correct statement of your account against Stiers & Ryerson?

A. Yes sir.

The counsel for defendant admits that the lumber charged on Exhibit B, annexed to the bill of complaint is substantially 20 correct.

Q. Exhibit B shows a credit for a note of \$2,839.56-100, made by Van Ness & Jaques. How does that note come to be there?

A. Stiers & Ryerson sent word that they could dispose of the lumber they had on hand to Van Ness & Jaques. They wanted to pay us and they gave us this note of Van Ness & Jaques as far as it would reach. This was just the amount of the inventory of the lumber Stiers & Ryerson turned over 30 to Van Ness & Jaques, with the interest added.

Q. Did you accept that in full of what they owed you?

A. No sir.

Q. Was the sum of \$2,839.56-100 the balance of what they owed you?

A. No sir.

Q. Did you agree, in consideration of the receipt of the \$2,839.56-100 note, to give up and return to Stiers & Ryerson the other notes you held against them?

A. No sir.

Counsel for complainants requests counsel for defendants to produce the account current referred to on page 7 of Mrs. Stickles' answer, which was produced. This paper marked Exhibit K, on part of complainants, witness says that statement is right.

Q. If you add to the lumber account in Exhibit B the sum of \$5.10-100 for expenses to Boonton, and check of \$511.19-100, will the accounts as you make them on the table here correspond? 10

A. They will.

Q. And the note of \$2,000 and \$1,000 have never been paid?

A. No.

We sued Ryerson after Stiers' death as surviving partner of Stiers & Ryerson, and recovered judgment on this same account. We never realized anything on our execution; as far as I know he is insolvent.

Cross-Examined by Mr. Cutler. 20

We do not keep a letter book.

Paper shown witness which I have marked Exhibit No. 1 on part of defendants. Witness says, that is in my hand writing.

Paper shown witness which I have marked Exhibit No. 2 on part of defendants. Witness says, this paper is in my hand writing.

Paper writing shown witness which I have marked Exhibit No. 3 on part of defendants. Witness says, this paper is in 30 my hand writing.

Paper shown witness which I have marked Exhibit No. 4 on part of defendants. He says this paper is in my hand writing.

Paper shown witness which I have marked Exhibit No. 5. He says, the first part of this paper is in my hand writing and the four last lines are in my father's hand writing.

Paper shown witness which I have marked Exhibit No. 6 on part of defendants. He says, this is in my hand writing

Paper shown witness which I have marked Exhibit No. 7 40

on part of defendants. He says, this, also, is in my hand writing.

Paper writing shown witness which I have marked Exhibit No. 8 on part of defendants. He says, this is in my father's hand writing.

Paper shown witness which I have marked Exhibit No 9 on part of defendants. He says, this paper is in my father's hand writing.

Paper shown witness which I have marked Exhibit No. 10 on part of defendants. He says, this is in my hand writing.

Paper shown witness which I have marked Exhibit No. 11 on part of defendants. He says, this is in my hand writing.

I was at Boonton at the time the note of Van Ness & Jaques for \$2,839.56-100 was given.

Examination adjourned to 2 1-2 o'clock P. M.

TUESDAY AFTERNOON.—Examination continued pursuant to adjournment.

Cross-Examination continued.

I have the check dated November 12, 1868, at home.

Q. How long were you at Boonton at the time this note of \$2,839.56-100 was given, and with whom did you stay ?

A. If I recollect aright, I came down there in the morning train and took an account of the lumber that was there. Counted it and went to Montville and stayed all night with 30 Mr. Stiers, about a mile from Boonton. The next morning I took the note from Van Ness & Jaques. I think, but I am not certain, we went out to Parsippany to see the man who kept his books. I think I returned home the same day, but I am not certain.

I got the Theodore Ringleib note from Samuel Stiers ; Stiers went to the nail mill or rolling mill and got it, while I was at the hotel ; I am not certain that that was the same day I got the Jaques note ; I don't recollect whether I obtained it on that same trip, or whether he, Stiers, sent it to 40 me ; I can't say whether he had it when he returned from the

rolling mill ; I don't think he ever sent me any other notes than those which have been mentioned. I did not, to my knowledge, have a note of Andrew Decker's. I did not, to my knowledge, have a note of Joseph Sellers'. I did not, to my knowledge, have any notes from Stiers & Ryerson, other than I have spoken of.

Q. Was there any statement of the indebtedness of Stiers & Ryerson to Van Doren & Son, at the time you obtained the Jaques note ?

A. No more than those had already ; no new statement was made up that day, to my knowledge. Stiers & Ryerson did not require any receipt for that note ; they wanted it placed to their credit. If there was any receipt given I don't recollect of it.

Q. For what purpose did you go to Boonton at that time ?

A. They were in trouble, and had an opportunity to dispose of their lumber, and wanted me to come down and help them along with this thing, wanting to pay us for fear their other creditors might bother them. They owed some in Newark and Rockaway, but wanted us to have ours. 20

I don't recollect when the next time was that I went to Boonton to see Stiers & Ryerson.

Q. Did you go to Boonton after that time before the death of Stiers ?

A. I don't recollect.

I can't say that I saw Samuel G. Stiers after I got that \$2,839.56-100 note ; I can't say that I did not ; I don't recollect about that. I think I was at Mrs. Stiers' once ; can't say whether it was before or after her husband's death.

I don't recollect whether I was at Mrs. Stiers' after Mr. Stiers' death, or not. 30

Q. At the time you obtained the Van Ness & Jaques note, why did you not obtain some acknowledgement of the balance due from Stiers & Ryerson ?

A. There was two notes in the bank at that time. We could not do anything with those because they were not due at that time. And there was no final settlement.

The notes in banks were the \$1,000 note and the \$2,000 note.

Q. The one thousand dollar note came due October 10, 40

1868, as appears by the Exhibit. You do not refer to that note then ?

A. It was under protest, that note, at that time.

Q. If then you refer to the \$1,000 and the \$2,000 notes, and they added to the \$2,839.56-100, Van Doren & Son would have been indebted to Stiers & Ryerson, would they not ?

A. I don't see that they would.

There never was any agreement at any time by which Stiers & Ryerson were to sell these goods on commission. In October, 1868, we did not suppose Stiers & Ryerson to own anything outside of what they sold to Van Ness & Jaques.

Q. Explain how Exhibit I, being note of \$2,004.20-100, came into the possession of Stiers & Ryerson ?

A. I can't explain that. The cancellation of this note looks like a bank cancellation ; I can't say whether it is or not.

Q. The \$325.83-100 note, given to Osborn, agent, how came that note into your possession ?

A. We took it from Mr. Stewart, the owner of the note. We were in no way responsible for its payment.

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Re-direct Examination by Mr. Pitney.

The note of \$505 was given to my brother, April 21, 1868, and dated back to April 3, 1868. It was dated back because the lumber was shipped in March and the note was dated the day the lumber got there ; there was some delay on the road. As I understood afterwards, Stiers' son had sold out to Ryerson before the lumber reached the yard. The firm was then changed from Stiers & Son to Stiers & Ryerson. His son's 30 name in the firm was John R. Stiers.

I was here at the Court House during the trial of the cause of Van Doren & Son against Ryerson, surviving partner of Stiers & Ryerson, in May, 1869. The question as to Ryerson's liability on the \$505 note was litigated in that suit. Evidence was adduced on the subject on each side. Ryerson was there in court, and John R. Stiers was sworn as a witness.

The advertisement, Exhibit No. was drawn to help Stiers & Ryerson. Mr. Stiers came up to see us at Washington, saying that the opposition lumber yard, Mr. Tompkins, assisted 40 by Theodore Baldwin, had been circulating a report that the

lumber belonged to Van Doren & Son. People were afraid to buy and settle for the same on account of our coming on with lien. He wanted me to get him up an advertisement, which I did, and sent it to him. This advertisement was not on our account in any way whatever ; it was just a kindness towards him.

The receipt for \$300, produced here, is the same \$300 I credited the firm of Stiers & Ryerson on account.

Q. By Exhibit K it would appear that in October, 1868, Stiers & Ryerson owed you \$1,234.45-100, beside the note of \$2,000, and the note of \$1,000 and the freight note. To what was the \$2,839.56-100 note to be applied ?

A. It was to be applied, I suppose, to the account as it is here, and the balance on the notes. That is the way we did it. After giving them all credits, the amount due us from them was less than \$2,000.

Q. Would or would not that circumstance account for the \$2,000 note coming back into their hands ?

A. It would.

Q. After you had taken the Van Ness & Jaques note of 20 \$2,839.56-100 had you a right to hold all the other notes, viz.: the \$2,000 note, the \$1,000 note, the \$500 note and the \$325.83-100 note ?

A. No sir.

In Exhibit K they are charged with the check of \$511.19-100. This is the check which has been offered in evidence. We had all these notes discounted, and the \$2,000 note was running in the bank at the time I got the Jaques note, and the \$1,000 note was protested and unsettled.

30

Second Cross-Examination by Mr. Cutler.

Q. In your statement, Exhibit K, showing the amount of indebtedness \$4,534.95-100, does that include all the indebtedness of Stiers & Ryerson ?

A. I suppose so ; it was the bill rendered. It does not include the freight note ; I did not have that note then.

Paper marked by me Exhibit No. 12, offered in evidence by counsel for defendants, witness says, this is the claim presented by me to the administrator of Samuel G. Stiers.

40

WILLIAM P. C. VAN DOREN.
 Sworn and subscribed this }
 11th day of April, A. D. }
 1871, before me. }

SAMUEL S. HALSEY,

M. C. C.

It is understood and agreed by counsel that the Exhibits annexed to the bill are to be used in this cause as if here again exhibited.

Counsel for complainants offers in evidence judgment roll Van Doren & Son vs. Ryerson, survivor of Stiers & Ryerson, in Morris Circuit Court, recovery May 17, 1869, which I have marked Exhibit L on part of complainants.

Also certified copy of execution and Sheriff's return thereon, which I have marked Exhibit M on part of complainants.

Also a certified copy of bill of particulars annexed to the declaration belonging to Exhibit L, which I have marked Exhibit N on part of complainants:

SAMUEL S. HALSEY,

M. C. C.

Examination adjourned to Wednesday afternoon at 2 1-2 o'clock.

WEDNESDAY AFTERNON, April 12, 1871, at 2 1-2 o'clock P. M. Examination continued.

Jacob Pence, a witness, called and sworn on the part of complainants, deposes and says:

I reside in Warren county, in Washington township; I am a son-in-law of Mrs. Jane Moore; my wife is a sister of Geo. Moore, and also of Sarah Ann Stickle, formerly Sarah Ann Stiers; my wife has a sister, a Mrs. Beavers, and a sister, Mrs. Martinus, and a sister, Mrs. Creager. My wife's mother was a widow when she died, and she died at the house of Mrs. Beavers; I was acquainted with my wife's mother in her life time; she lived around amongst her children but made her principal home with Mrs. Beavers; kept her bed there; she

formerly in her lifetime owned a lot of land of five or six acres which I think she sold for \$500 or \$600. She held the note for it for a long time before she died, and I think she got the money before she died. During her widowhood I think she had no other property besides this land except some household goods ; I suppose she had a cow and some household goods, amounting in value in all to about \$200 ; she made no will ; no administration was taken out ; we divided the property among ourselves ; during her lifetime she received a small legacy from her father amounting to a small sum. The whole 10 amount her father died possessed of was \$300 or \$400 ; he died leaving four children and she got her share of that \$300 or \$400 ; her father deeded to her this lot in his lifetime ; this was before I was married. At the death of my mother-in-law her estate was equally divided among her children ; it was done at Mr. Beavers' ; the children were all present ; the money she left was divided equally among the eight children ; I think each one received in money between fifty and sixty dollars ; Mrs. Beavers and I divided it ; of the household goods, the bed was sold and the clothing was divided among 20 the children ; the bed brought about \$35 or \$45, and that money was put in with the rest and divided. Besides the property I have mentioned, I never knew of Mrs. Moore's, my mother-in-law, having any other ; Mr. Moore, my wife's father, died a great many years ago ; I never heard of his leaving any property.

Cross-Examined.

Mrs. Moore's father did not live with her at the time of his 30 death ; he died at Clinton township, near High Bridge, at the house of one Terenbery ; he made his home with her after her husband's death while she kept house, until she sold her property ; he then came and lived with me a year or two and from my place he went to Mr. Terenbery's and died there ; I could not say how long he lived with his daughter ; I should think ten or twelve years.

I think there was administration granted upon his estate. His administrator was Abraham Banghart. He left a paper stating how he wanted his property left, but I don't think it 40

was executed as a will ; Mrs. Moore had a wood lot besides the lot I have spoken ; it lay near the house lot ; I had forgotten this when I spoke of the other ; the wood was not all cut off, that I know of, in her lifetime ; I think the wood was not sold in her lifetime ; Mr. John Waters bought the house and lot of her ; the old lady has been dead six or seven years ; her father has been dead, I think, about twenty-five years ; I don't know who bought the wood lot.

With regard to the wood lot, Mrs. Moore got her fire wood 10 from it and may have owned it, but I don't know whether she did or not ; Mrs. Moore and her sister lived near it and both of them got their fire wood from it.

Re-direct.

Q. Did you ever hear or know of Mrs. Stiers getting any more money from her mother than her other brothers and sisters got ?

Objected to.

20

A. I did not.

JACOB PENCE.

*Sworn and subscribed this
12th day of April, A. D. }
1871, before me.*

SAMUEL S. HALSEY,
M. C. C.

30

James C. Youngblood, a witness, called and sworn on part of complainants, deposes and says :

I attended at the Court House in the Orphans' Court, of Morris county, last Summer, in the matter of the trial of the exceptions of Van Doren & Son, filed to the account of Sarah Ann Stiers, Administratrix of Samuel G. Stiers, deceased.

Mrs. Stiers was examined under the statute in that case, 40 under oath. She was asked as to these notes in controversy

in this suit. She was asked why she did not charge herself with them in the account. She said she did not take them into account because they were her property. The notes were given in payment of the share of Samuel G. Stiers in the property of Stiers & Ryerson, sold to John J. Van Ness. She stated that she got the money from her mother, but it afterwards turned out she meant from her mother's estate. Her statement in substance was, she got \$1,100 about six months after her mother's death; that her mother had a farm which she sold and this money was a part of it; that the farm 10 was sold before her mother's death, and the matter was settled up among themselves, the heirs, six girls and two boys, and that George Moore paid her this \$1,100, at her sister's, Mrs. Beaver's, in Hunterdon county.

She said her mother left no will, and that her brother George settled the matter up for them. She said after she got her money of George Moore she let her husband have it a year or two after she got it; before that she kept it in the house, and he had it until this sale of Stiers & Ryerson to John J. Van Ness. She further stated that she did not take 20 any note or bond for it from her husband, but had an account of it in a memorandum book which her husband put there when he got the money. I took notes of her examination, and I have those notes here. I think she said her mother's property was divided equally among the heirs.

Cross-Examined.

This evidence of mine is most of it from recollection. That relating to the money, the amount of it and the source from 30 which it came, the keeping of it in the house by her, the lending of it by her to her husband, and her reasons for not charging herself with it, are from my memory entirely, because I recollected that very distinctly. I recollect this without my notes, and I think if the questions had been asked me I should have recollected all of it without my notes. I have read my notes to-day before I was sworn. Witness says he has no objections to counsel for defendants having a copy of his notes of evidence, and to the original notes of evidence being introduced in evidence.

Re-direct.

The case was adjourned after Mrs. Stiers' examination for two weeks, from August 22 to Sept. 5, and I believe in the meantime the bill in this cause was filed and the injunction obtained. I did not attend on the fifth of September and don't know what took place.

JAMES C. YOUNGBLOOD.

Sworn and subscribed this }
 10 12th day of April, A. D. }
 1871, before me.

SAMUEL S. HALSEY,

M. C. C.

Henry C. Pitney, a witness, called and sworn on the part of complainants, deposes and says :

I was present in the Court House in Morristown, on the 22d 20 day of August, 1870, before the Morris Orphan's Court, on the trial of the exceptions filed by the complainants herein to the account of Sarah Ann Stiers, afterwards Stickle, the defendant herein, as administratrix of Samuel G. Stiers, deceased. Mrs. Stiers was examined as accountant under the statute by me, and questioned as to why she was not charged with the two promissory notes set forth in the bill of complaint in this cause. The two notes were produced on her examination and I took copies of them which were used in drawing the bill of complaint. Mrs. Stiers' answers to my questions were substantially as stated by Mr. Youngblood in his evidence just given. My recollection of her answers corresponds with Mr. Youngblood's evidence. I took notes of her examination, but not so full as Mr. Youngblood. Upon looking at them I don't know but they are almost as full as Mr. Youngblood's. Counsel can look at them if he has a mind to ; I hold them in my hands. I recollect that she said that each one of her brothers and sisters got the same amount from her mother's estate that she did, and I find a brief note to that effect in substance in my notes of evidence. After Mrs. Stiers was examined the ex- 40 ceptants asked and procured an adjournment for two weeks, till

the fifth of September. The Court intimated that they had not jurisdiction to grant the relief we sought. Before the fifth of September the bill in this cause was filed and the injunction procured. On the fifth of September the parties met and Jacob Pence, George Moore, Andrew Creager and Ebenezer S. Beavers, all except George Moore being brothers-in-law of Mrs. Stiers, were sworn as witnesses. The Court then decided that they had no jurisdiction, and made a decree which will be exhibited herein, and I immediately served the injunction in this cause on Mrs. Stiers. 10

H. C. PITNEY.

*Sworn and subscribed this }
12th day of April, A. D. }
1871, before me.*

SAMUEL S. HALSEY,

M. C. C.

Counsel for complainants offers in evidence a deed from Ambrose F. Ryerson and Samuel G. Stiers to John J. Van Ness, which I have marked Exhibit O on part of complainants. 20

Also decree and proceedings in the Orphans' Court marked by me Exhibit P on part of complainants.

Mr. Cutler offers Mr. Youngblood's notes, and also Mr. Pitney's notes of Mrs. Stiers examination, in the Orphans' Court, testified about by them. Mr. Pitney agrees to furnish to said Cutler copies of said notes, to be used in place of originals.

FRIDAY MORNING, April 14, 1871.—Examination continued before Edmund D. Halsey, Master in Chancery, by consent, in presence of Henry C. Pitney, of counsel for complainants, and Augustus W. Cutler, of counsel for defendants. 30

The complainants not having a witness ready, the defendants proceed with their testimony as follows:

Mary Pool, a witness, called and sworn on part of defendants, deposes and says: 40

I am the wife of Jeremiah D. Pool, and reside at Hackettstown, Warren county, N. J. I have lived there twenty-five or thirty years. I am the daughter of Mrs. Stickle, the defendant.

I remember when my grandmother (my mother's mother) died; it was in 1864, I think; my mother was at my house just before her mother's death; she had been to see her mother at that time, she told me; she was there three days, I think, with me, as near as I can recollect; she went from my house to her house at Beavertown; she showed me a hundred dollar bill she had, and said she had two hundred dollars. [Declarations of her mother objected to.] She had some other bills in her hand which she was showing; I did not take particular notice; she had some silver money but I could not say how much; she counted the money but I was busy with my work and did not pay particular notice of it.

MARY POOL.

Sworn and subscribed before }
me, this 14th day of April, }
 20 1871.

EDMUND D. HALSEY,
 Master in Chancery of New Jersey.

Amanda B. Barmore, a witness, called and sworn on part of defendants, deposes and says:

I am the wife of William Barmore, and live at Montville, in this county; I have lived there, or in that neighborhood, between sixteen and eighteen years; I am a daughter of Samuel G. Stiers; I know my father said he got money from my mother. [Objected to as irrelevant and as declarations of a third party.] He did not say how much, but he said got money from my mother to pay the interest on the farm we lived on; I don't know exactly when this was, but it must have been as much as six or eight years ago; I think it was as long ago as that, or longer; he did not mention the amount; he said it was her money but did not say where she got it from. [All declarations of Mr. Stiers objected to by Mr. Pitney.]
 40 I saw my mother give my father money at different times; I

could not say how often, but it was a great many times, a number of times; I cannot recall the amounts, because I never paid any particular attention to it.

I was not present and do not know that my mother sold a cow and gave the money to my father; I know he told me she did sell the cow; I could not say for how much, or what she did with the money; I don't think I heard him say what she did with the money; I suppose it was mother's cow.

I recollect the time when my mother got these two notes of Van Ness and others, referred to in this case. 10

Q. State what your father said about these notes, and why they were given? 10

[Objected to as generally incompetent.]

A. He told me they were given to mother for money he had had of her at different times, and yet mother wasn't satisfied with the notes; I was at Montville when he told me this; I stood on the tow path and he stood on the boat; he did not say wherein she was dissatisfied, except that she did not think they were enough for what he had had in all; I think this conversation was in October in the same year my father sold out his lumber yard. 20

AMANDA B. BARMORE.

*Sworn and subscribed before
me, this 14th day of April,
1871.*

EDMUND D. HALSEY,
Master in Chancery of New Jersey.

30

Walter K. Stiers, a witness, called and sworn on part of defendants, deposes and says:

I am twenty-six years of age; I don't stop anywhere in particular; I am sometimes at Montville and sometimes at Rockaway Valley; I am a son of Samuel G. Stiers; I lived with my father when he lived at Beavertown and sold his property there; Mr. Mitchell bought the farm; I was home when the deeds were executed; I was present at a conversa- 40

tion between my father and mother about signing the deed [Objected to as irrelevant and incompetent.] He came in the back room and said if she would come in and sign the deed he would give her the fifteen hundred dollars which was to be paid on the place that day. [All declarations of Mr. Stiers or Mrs. Stiers objected to by Mr. Pitney.] She asked him where she was going to get her share, and he said he would give her the fifteen hundred dollars for her share.

I saw her give him two hundred dollars once ; that was all
10 I ever saw her give him ; we were living at Beavertown then ; it was paper money ; I remember when my grandmother died ; I think it was after her death when I saw this two hundred dollars paid ; It was somewhere about that time ; I do not know where my mother got that money.

Cross-Examined by Mr. Pitney.

My father got five thousand dollars for the farm he sold to Mitchell ; I do not know exactly how much it was mortgaged
20 for ; I do not know whether the fifteen hundred dollars was not all he got above the mortgages ; I did not pay much attention to it as to how much he got, for I thought it was none of my business ; my mother used to make butter and sell ; she used to sell a great many eggs ; she did not sell any poultry or milk ; she used to collect the money for the butter and eggs.

WALTER STIERS.

30 *Sworn and subscribed before* }
me, this 14th day of April, }
1871.

EDMUND D. HALSEY,
Master in Chancery of New Jersey.

Elizabeth Jane DeHart, a witness, called and sworn on part of defendants, deposes and says :

I reside at Powerville, Morris county, and have lived there
40 two years ; prior to that I lived at Beavertown two years ;

prior to that I lived at Pompton Plains where I lived seven or eight years ; I am a daughter of Samuel G. Stiers.

I was present when my father gave my mother the notes in controversy in this suit ; they were given at my father's house in Boonton ; I do not know as there was any one present except my mother and myself when he gave them to her.

Q. State what your father said ?

Objected to.

A. He said when he gave them to her that it was her money, that the notes were hers and that she could take them and do with them as she pleased ; I don't remember my mother saying anything ; she took the notes ; he did not say then why the notes were hers ; he took me home the same evening and told me then why he gave her the notes, and that it was for money borrowed.

I don't know as I ever saw my mother give my father any money.

ELIZABETH J. DE HART.

Sworn and subscribed before me, this 14th day of April, 1871.

EDMUND D. HALSEY,
Master in Chancery of New Jersey.

Examination adjourned until Friday morning at ten o'clock, April 21, 1871.

SATURDAY MORNING, Sept. 30, 1871.—Examination of witnesses continued at the office of Samuel S. Halsey, by consent, in presence of H. C. Pitney and A. W. Cutler.

Sarah A. Stickle, a witness, called and sworn on the part of the defendants, deposes and says :

I am fifty-two years old ; I am the wife of Washington Stickle, and live in Rockaway Valley, Boonton township, Morris county ; I was married to Washington Stickle on the

first day of June, 1870 ; I was then the widow of Samuel G. Stiers ; Samuel G. Stiers died either three or four years ago in January of next year ; I think it was in January, 1869 ; my father's name was John Moore ; my mother's name before marriage was Jane Rhodenbach ; her father's name was John Rhodenbach ; he used to live in Hunterdon, and he died there ; my mother received property through her father ; the property she received was land and money too ; I could not tell exactly when my mother died, it was within a few years ;
 10 during the latter part of her life she sold her property and lived with her children ; I do not know to whom she sold her property ; I have heard but have forgotten.

My mother drove on the weaving business during the latter part of her life ; I received money from my mother ; the first I ever remember of getting was when we lived at Port Murray ; my husband bought a piece of land and built a house and then got sick ; the people wanted the money for the lumber and mother let us have, I think, two hundred and fifteen dollars ; my mother brought the money to our house herself ;
 20 I think it was in 1840 ; we took the money and my husband paid for the lumber for the house with it ; a short time before she died I got two hundred dollars more from my mother ; she was at my sister's, Mrs. Beavers, when she let me have this money ; Mrs. Beavers then lived in Hunterdon county, below German Valley ; one of my sons, William, drove me down there at the time ; I don't recollect that we stopped anywhere on our way back, except we took dinner at Mrs. Pool's, at Hackettstown ; I showed this money to Mrs. Pool ; she and I counted it over on the table ; that money I lent to
 30 my husband, Mr. Stiers ; I was living at that time at Beavertown, was farming ; since then I have received of my mother three hundred dollars while I was at my son's house, John Stiers ; my husband was gone away, and I think, was at Chattanooga.

I came up from Beavertown, and I told John I should like to go up to my mother's and get some money, if he would lend me a little money, and he lent me five dollars ; I went alone on the cars up to my mother, who was then at my sister's, Mrs. Beavers, and when I came back I stopped at John Stiers'
 40 and he counted the money ; he and his wife both saw it ; I

let my husband have that money to pay on the place at Beavertown ; I received money from my mother's estate after her death ; I received between fifty and sixty dollars, I think ; after I came to Boonton I let my husband have this money and he gave me these notes.

I had a memorandum book in which all these moneys were set down, but after my husband gave me these notes I don't know what became of the book, I did not save it ; I have hunted for that book and have made diligent search for it, but cannot find it ; we burnt up a great many old books and papers 10 and it may have been destroyed in this way. These memoranda in this book were in my husband's hand writing.

I joined in the deed with my husband in the sale of the farm at Beavertown ; I think it was sold to a man named Mitchell.

It was not ascertained at the time the farm was sold the amount of money my husband owed me ; I hesitated about signing that deed ; my husband came in the room where I was and told me to go in the room and sign the deed ; Mr. Benj. Roome was in there ; I asked him if I went and signed that 20 deed where I should look for my money ; he said the man who bought the place was to pay \$1,500 on the place the day he took the deed and I should have that money ; I signed the deed under that agreement ; Walter Stiers was present and heard it, and I said to him at the time, "Now you see this is a bargain ;" I signed this deed in the presence of Mr. Roome ; I did not sign it right away ; Mr. Roome asked me when I came in, twice, why I did not put my name to the deed ; I told him, "Mr. Roome, if I put my name to this paper and sign off, where will I get my pay," and he answered me that 30 "I guess your husband will always keep you ;" I told him I did not doubt that, but that life was uncertain, and then I signed the deed ; my husband did not give me a cent at that time ; he then went into the sash and blind business, and carpentering ; the excuse he gave for not giving the money to me was that I did not want it right away and he was going to Boonton and would put it in the firm where he was going ; nothing was said about my having security, but he said he would pay me interest.

My husband had had other money of me ; the proceeds of 40

sale of butter, and I had sewed a great deal, I had a sewing machine and worked on government work ; at one time I lent him a hundred dollars ; different times I have lent him money that I did not keep any account of ; when he gave me the notes he reckoned up that all the money he owed me amounted to about fifteen hundred dollars, but he only gave me these notes for eleven hundred dollars to cover what money I had got from my mother and lent him ; at the time these notes were given I had the memorandum book ; this amount of fif-
 10 teen hundred dollars was ascertained by his reckoning it off of the book ; the reason he did not give me the notes for \$1,500 was, he said he couldn't then but he would give me the rest in money some other time ; he never paid me this balance at any other time ; the estate owes me that balance yet.

I have passed these notes over to the receiver in this case.

I was sworn as a witness in the court here once in some proceedings growing out of this estate in the Orphans' Court ; I had never been in court before and had never been sworn before.

20 Q. Was you very much excited at that time ?

CS Objected to as leading.

A. Yes sir ; I think I was.

Cross-Examined by Mr. Pitney.

I think I swore to the truth in the Orphans' Court ; I would not like to swear to anything else.

30 Q. You were not so excited but what you knew enough to tell the truth, were you ?

A. I was a good deal excited, so that I could not remember what I had said exactly. I don't remember now what I said then, but I remember what I said now.

Q. Do you recollect of saying, in the Orphans' Court, in August, 1870, that you got \$1,100 from your mother's estate after she died ?

A. No ; I don't recollect what I said then. I did get \$1,100 of my mother's estate, but not after she died.

40 Q. Did you swear to this : My brother George paid me the money, \$1,100, at my sister's in Hunterdon county ?

A. I don't think I said my brother paid it, but I said I had got it from the estate of my mother.

Q. Did you swear to this : I got the money from my mother about six years ago last February, about \$1,100 ?

A. I don't think I said any time ; I think I said I had got it but did not fix any time.

Q. Did you swear to this : I let him, meaning your husband, have the money after my mother died a year or two ; I had it in the house until I let my husband have it ; got the money some six months after my mother died. There were 10 six girls and two boys of us ; mother did not leave any will ; I did not sign any deed or papers ; we settled among ourselves ; the farm was sold before mother died ; George Moore settled it up for us ?

A. I could not say whether I did or not.

Q. Did you swear there that each one of your brothers and sisters got \$1,100 also ?

A. No sir ; I did not swear to that ; I have no recollection of that at all.

I did not swear that each of my brothers and sisters got as much as I did. I swore that I got \$1,100 from my mother 20 at different times. That is true ; I have just told Mr. Cutler when I got the \$1,100.

Q. Please to tell us when and where you got the eleven hundred dollars ?

A. The first I got was \$215, when we lived at Port Murray, in Warren county, in 1840. At another time I got \$200 ; I could not tell exactly when this was ; this must have been fourteen or fifteen years ago ; my son William went with me to get it. 30

Another time I went and got \$300. At this time I went to John Stiers and borrowed \$5 to pay my way up to my mother's ; and once she gave me and all the rest of the children ten dollars apiece in silver ; that is all I received, I believe, except what I got after she died, which was between fifty and sixty dollars.

My husband, when at Chattanooga, was working at the carpenter's trade ; I could not say how long he worked at Chattanooga ; my husband, when he went away I could not tell how long he was gone ; may be a year, may be not so 40

much ; he did not send me any money while at Chattanooga ; we had the farm and were making our own living.

I don't know how it happened that I did not have any money and was obliged to borrow \$5 of John Stiers the time I borrowed it ; I did not just have it with me.

I could not tell how long it was after I got the money of my mother that my husband came home.

Q. What put it into your head to go to your mother for money just at that time ? Why did you not go a month 10 sooner or a month later ?

A. I think it was just about the time I bought my sewing machine and I wanted some money ; I paid \$65 for my sewing machine ; I did not pay for the sewing machine out of this money I got of my mother ; the man did not come around at the time, and I worked and earned it.

Q. What other reason was there for your going for the money at that time, besides the purchase of the sewing machine ?

A. Not any that I know of. I don't remember what made 20 me think that my mother had any money.

Q. How long was that before your mother died ?

A. I could not say ; I don't recollect. She was living at the time at Mrs. Beavers', my sister.

It was right away after the war that my husband was down at Chattanooga ; I don't recollect whether it was a short time before my mother died or not ; I will not be positive that my husband was at Chattanooga at the time, he may have been at the oil works ; I could not tell when he was out at the oil works ; it was when we first lived at Beavertown ; Mrs. Beavers 30 lived at the lower end of German Valley, in Hunterdon county, when the \$300 was paid.

My mother was between sixty and seventy years old when she died ; there were two children older than me, one died ; my mother may have been eighty years old when she died ; I don't think she was as old as that ; that was the last time I ever saw her alive, the time she paid me the \$300 ; she was quite smart then ; that was the last time I ever saw her alive , William went with me to get the \$200 ; I went on the cars alone to get the \$300.

40 I didn't know she had this money before I started ; she

always had it though ; I did not ask her for it, she gave it to me ; I went to get some money to pay for my sewing machine ; not to ask her for any more ; I did not ask her how she came to give me more ; I supposed she had given the rest as much. I could not tell what was said between us when she gave me the money ; she had been giving them all some, she said, and she had been saving that for me ; she did not say how much she had given the others ; she was in her bedroom in Mrs. Beaver's house when she gave me this ; no one was present when she gave it to me ; she kept the money in her trunk ; 10 she did not say how long she had had it ; she said she had lent Mr. Martinus, my sister's husband, \$3,000 to pay on a farm ; this farm laid not far from Chester ; she did not say he had paid it back ; the money was in the place when Martinus was killed ; I don't know whether she ever got the \$3,000 back from Martinus or not, I never inquired ; this \$300 was not a part of the \$3,000 she lent to Mr. Martinus ; I do not know where she got the \$300 from ; the \$300 she paid me was in bills of different denominations, some fives and some tens.

. Q. If she had \$3,000 in Mr. Martinus' farm why did not 20 the children get more than \$50 or \$60 apiece after she died ?

A. She divided the property amongst us before she died as she had it.

I could not tell whether I ever got any of the Martinus money ; if I did not some of the rest did.

I don't know how much money she had besides this Martinus money ; she had a little place in the Valley, and ten acres of woodland ; she had sold these places before I got the \$300 ; it must have been twenty years ago when she sold it ; I could not say whether the wood lot belonged to mother and 30 her sister ; mother always called it her wood lot ; I could not say what she got for the house and lot, I never heard ; she had quite a place, several fields and barns.

Q. Please tell us how you went in the cars to get this \$300 ?

A. I got in the cars at Boonton and went to Washington, in Warren county, and from there I went on foot ; I don't know how far, it was quite a little walk from the depot ; I think I got to Washington about (3) three o'clock, maybe it was later ; I think I got to Mrs. Beavers' just after dusk, they were taking tea ; it was more than one or more than five 40

miles, not so far as ten miles ; don't know how far it was ; I found mother there and Mrs. Beavers and her children ; I stayed there over night and left the next morning, and then came up to my sister's and she took me down to Hackettstown to the cars ; my sister's name was Mrs. Pence ; she lived about two or three miles from Washington, I said Hackettstown, I meant Washington ; I went right home from there ; I did not show my money to Mrs. Pence or any of them, nor tell them ; when I got home I found my boys that lived home there ; I
10 kept the money till I let my husband have it ; I could not say how long I kept it.

I don't remember how I came to let my husband have it ; I always let him have money when he asked for it ; he may have wanted it to pay interest or something another ; he said he would pay it back again, but I guess it is all gone ; I kept an account of it ; I kept this money in my bureau ; this was before we bought the farm at Beavertown ; I could not say ; yes, it was when we lived at Beavertown.

My mother was at Mrs. Beavers' when I got the other
20 \$200 ; the \$215 she brought to our house at Port Murray, to help pay for the house.

This was in 1840.

I can't tell how long before the \$300 was got that the \$200 was got ; Mrs. Beavers was living at the same place when I got the \$200 as when I got the \$300 ; when I got the \$200 I went with my son ; I went through Chester, took dinner at Morristown, and it was night when we got there, school was out ; we stayed over Sunday ; left here on Saturday and started to come back right away after breakfast Monday morning ; we went to Hackettstown and got our dinner, and then
30 went on home around that way ; did not get home till after dark ; at the time I got that \$200 my husband was at home ; I could not say whether he was at home or not, he was gone almost all the time ; I did not go expecting to get this money, I went to visit my mother ; I did not ask my mother for it at this time ; she did not say where she got this money ; I did not ask her anything about it ; she did not tell me how long she had had it in the house ; she did not say why she gave it to me ; no one was by when she gave it ; I slept with her,
40 and she gave it to me when I got up.

Q. What conversation occurred at the time of giving this money, or shortly before or shortly after? State all the conversation that took place between you and your mother with regard to the \$200 now being inquired into?

A. All that I remember, she handed the money to me and said, there, that is for you, and I took it and we went out of the room in a short time; that was all, I think, that was said about it.

I lent that money to my husband; I don't recollect how long I had it before I lent it to him. 10

When I lived at Beavertown I had six cows, and I made a great deal of butter, and I made a good deal on my sewing machine; I used to go to Paterson with my butter and after I sold it and got all the things I would want, I would fetch fifty or sixty dollars home with me, and when he wanted money I lent it to him; we raised a great many onions from the seed and in time of the war sold them for a big price, and I saved all I could to try to pay for the place; my mother gave me a cow and I sold it and got the money for it, seventy-five dollars; my mother gave me this cow when I first got 20 married and I did not take it from home till I went to house keeping; this is not the one I sold, but I sold one in place of it; I can't exactly tell how old my oldest child is; about 34 or 35, don't think he is quite as old as that; I think I was married in 1837, am not positive; I guess now I have been married longer than that; I did not sell anything off the farm except what I raised myself, butter and eggs, and onions; my husband gave me that privilege; I sold no grain.

Q. Did you have \$1,500 against your husband down on that book? 30

A. That is what he always told me; he kept the book; I have seen it on the book myself; I mean to say he kept an account of all the money I let him have, and I saw this on the book.

Q. How much did you see on the book?

A. When I lent him money I saw him put it on the book; I did not see it added up; he said that is what he owed me.

Q. Was the \$215 that was put in the Port Murray house included in the \$1,500?

A. I think it was; this \$215 was down on the book among 40

the rest, and we had this book when we lived at Port Murray. It was in one of his little pocket day books ; the book was kept in the desk where he kept his papers and things ; it was an old day book he did not use any more ; I had the keys and could get it if I needed it ; it was an old book that he had carried in his pocket ; it was a small book with a leather cover, pretty much such a cover as a bank pass book, and about as thick ; about 6 1-2 inches by 4 inches in size.

Q. When you was examined under oath in the court room 10 you had two lawyers on your side ?

A. Yes ; I think I told them then that I had had such a book.

Q. Did you swear in the Orphans' Court that you had that book at home and would produce it ?

A. No sir ; I told them I had it at home and would look for it.

Examination adjourned to 3 o'clock P. M.

20

SATURDAY AFTERNOON, 3 o'clock P. M.

Cross-Examination of Mrs. Stickle continued by Mr. Pitney.

I had the interest on these notes paid me one year ; Mr. Van Ness paid me ; he paid me last October, 1870 ; his partner, Mr. Woodruff, handed me the money ; that was before anything had been done on the notes and before my examination in the Orphans' Court ; Mr. Woodruff paid me whatever 30 the interest amounted to for one year ; he put down on each note the interest, what it amounted to ; I had the notes then ; the interest had been due some time and he saw me then, and he called on me and paid it ; I called on him a number of times for it ; the interest had been due some time before he paid it, but he dated it back to when the interest became due, and wrote on the back of the notes the time he paid it ; I don't remember how long this was before I handed the notes to Mr. Cutler ; it was two or three months.

Q. You recollect that these indorsements for interest were 40 not on these notes when you had them in the Court House ?

A. Yes, they were ; the interest was indorsed when the notes were at the Court House ; I did not give my mother any receipt for the monies she paid me, she did not ask for any ; this three hundred dollars, when I let him have it he told me he owed interest to Mr. Wm. Mains, and he went to him to pay it but did not pay it . I don't know what he did with the money.

Q. Do you know what your husband did with any of the money your husband got from you, and if so, tell us ?

A. He told me he was going to Mains' to pay him, and he ¹⁰ wanted more money than he had, and he wanted me to let him have what money I had to pay him, and I did so.

Q. How much did you let him have at that time ?

A. He told me so at different times, and I let him have whatever he asked me for ; whatever I had.

Q. Do you know of any other use that he wanted to put money to ?

A. Not that I know of.

Q. Do you know of any other use that he did put money to that he got of you ? 20

A. I know he bought a horse of Mr. Crane once with money he got of me ; he said he wanted it for that. I could not tell what he gave for the horse ; I think I let him have over \$100.

Q. How much did you let him have at any one time to pay Mr. Mains for interest ?

A. I know one day that he was going over there I let him have a couple of hundred dollars ; he said he was going over to Mains' and wanted it ; I suppose he paid that money to Mains, I don't know, I did not go with him ; I suppose about two hundred dollars is the most I ever let my husband have at ³⁰ any one time ; the first he got was \$215, that he got all of ; mother fetched it to our house, that he got all of.

Q. How many times did you let him have money to pay Mains ?

A. I could not tell, a number of times, whenever he wanted it ; it is a long time ago and I disremember it ; Mr. Mains never came to our house for interest.

Re-direct Examination by Mr. Cutler.

No interest was paid to me on these notes after these proceedings in Chancery were commenced against me.

When we moved to Belvidere we had the cow my mother gave me, and we could not keep a cow ; my husband told me if I would let him sell her he would give me another one when we got where we could keep one ; my husband sold the first cow to his brother and kept the money ; this was two years after we kept house ; he sold that cow and he got the money ; when we got to Beavertown we raised some young
10 cows and he gave me one of them, and this is the one I sold for the \$75 ; I let him have the money for it ; the onions were raised by me ; I raised forty bushel for three years hand running.

her
SARAH X STICKLE.
mark.

Sworn and subscribed this }
30th day of September, A. }
D. 1871, before me. }

SAMUEL S. HALSEY,

M. C. C.

20

By consent of counsel I do certify that counsel for complainants in asking witness as to testimony given by her on previous trial, before Orphans' Court, had before him his notes of such evidence taken on such trial, and such questions were framed from them.

SAMUEL S. HALSEY,

M. C. C.

September 30, 1871.

30

Examination of witnesses taken in the above stated case before Samuel S. Halsey, one of the Masters in the Court of Chancery, at his office in Morristown, on Monday, the eighth day of January, at ten o'clock in the forenoon of said day, in the year eighteen hundred and seventy-two, in the presence of Henry C. Pitney, of counsel with complainants, and Augustus W. Cutler, Solicitor and of counsel with defendants, pursuant to notice, which is hereto appended.

SAMUEL S. HALSEY,

Master in Chancery of New Jersey.

40

James C. Youngblood, a witness, called and sworn on part of complainants, deposes and says :

Paper shown witness. He says, these are my notes of evidence of Mrs. Stickles' testimony given in the Orphans' Court, in August 1870.

This paper I have marked Exhibit P in this cause.

Q. What question had been put to Mrs. Stiers when she answered that she got the money from her mother about six years ago ? 10

A. She had previously stated that two notes referred to had not been taken into account by her as administratrix of her husband, Stiers, because they were her property ; and she was then asked how they were her property, or why she called them her property, and she stated that she got the money for which they had been given from her mother.

Q. Did she at any time upon her examination, with regard to the consideration of thsoe two promissory notes, state or pretend that she had got money from her mother more than once ? 20

Question objected to unless it appears from the papers witness holds in his hands.

A. She did not ; on the contrary she stated she got it at one time.

Cross-Examined by Mr. Cutler.

This paper, Exhibit P, does not contain every word she said. It contains the substance of her testimony, and every thing, except what appears here, I state from memory. 30

JAMES C. YOUNGBLOOD.

*Sworn and subscribed this }
8th day of January, A. D. }
1872, before me.*

SAMUEL S. HALSEY,

M. C. C.

William P. C. Van Doren, a witness, called and sworn on the part of complainants, deposes and says ; 40

I have now with me the check of two thousand and four dollars and twenty cents, dated November 12, 1868, which I did not have with me on my previous examination in this cause.

Check produced and marked by me Exhibit Q on the part of complainants in this cause. Witness says :

This check was given to take up Stiers & Ryerson's note of this amount, being Exhibit I, marked in this cause, for two thousand and four dollars and twenty cents, note dated August 107, 1868 ; this check was charged to us by Phillipsburg bank.

All evidence in reference to this check objected to by Mr. Cutler.

Witness says : I either sent this note to Stiers & Ryerson, or they got it from us.

I have my bank book here on which this check is charged.

This book offered in evidence and marked by me Exhibit R on part of complainants.

20 Witness says : This transaction occurred after I got the note for \$2,900.

WILLIAM P. C. VAN DOREN.

*Sworn and subscribed this
8th day of January, A. D.
1872, before me.*

SAMUEL S. HALSEY,
M. C. C.

30 Henry C. Pitney, a witness, called and sworn on the part of complainants, deposes and says :

Paper now produced is a correct copy of my notes of Mrs. Stiers' examination under oath as an accountant in the Orphans' Court, on the twenty-second day of August, 1870, previously referred to ; this paper I have marked Exhibit S on part of complainants. Witness says : I have the original notes in my hands and counsel can compare them if he wishes.

A few questions had been put to Mrs. Stiers and answered by 40 her before I commenced writing. And between the words

“my property” and the words “I got the money from my mother,” she had stated that she had been asked and stated “that she got the money for money lent to her husband by her,” and then was asked where she got the money to lend her husband, and then she proceeded to tell as the notes show; she at no time on the examination spoke of receiving any other money from her mother except the eleven hundred dollars; on the fifth of September when Mr. Pence, Mr. Moore and Mr. Beavers were examined before the Court, Mrs. Stiers was present, and those persons all stated in substance what Mr. 10 Pence and Mr. Moore swore to here in this cause, viz.: that neither Mrs. Stiers nor any of her brothers or sisters got more from their mother’s estate than the fifty or sixty dollars testified to in this case.

Cross-Examined by Mr. Cutler.

This copy is a true transcript of all that I took down in writing of Mrs. Stiers’ testimony. It does not contain all the examination, but is as full notes as I could take of a rapid examination.

H. C. PITNEY. 20

Sworn and subscribed this }
8th day of January, A. D. }
1872, before me.

SAMUEL S. HALSEY,

M. C. C.

Examination of witnesses adjourned, by consent, to Monday morning, January 15th, at ten o’clock A. M. I have marked³⁰ the notice of this examination Exhibit T on the part of complainants in this case.

MONDAY MORNING, January 15, 1872.—Examination continued pursuant to adjournment in presence of H. C. Pitney, of counsel with complainants, and Augustus W. Cutler, of counsel with defendants.

40

John R. Stiers, a witness, called and sworn on the part of defendants, deposes and says :

I live at Boonton ; I am a son of Samuel G. Stiers ; at one time I was in business with him ; I can't tell exactly when I quit business with my father ; when I went out of business Ambrose Ryerson went in ; I was a partner of my father's, and sold out to Ryerson ; during the time I was in business with my father I borrowed money of my mother ; I borrowed
 10 \$300 for the purpose of paying a note, a firm note given by my father and me to William King, of Newark ; he was a sash and blind maker ; that money was not repaid by the firm while I was in it ; the way my mother was to be paid that note, my father and Ryerson were to assume all debts when I went out, and this was one of those debts.

Cross-Examined by Mr. Pitney.

I don't know that I can tell exactly what year this was in, that I borrowed this money ; it was three or four years ago,
 20 it might be five, I can't tell exactly ; I can't tell exactly how long this was before I sold out to Ryerson, it was some time before that ; I can't tell exactly how long we were in business together before I sold to Ryerson ; I think it was about a year and a half, as near as I can recollect ; I don't think it was quite as long as that, about that.

I went into business with my father immediately after he left Beavertown and went to Boonton to live ; my father, I think, sold his property in Beavertown just before he came to Boonton ; I think he sold it to a man named Mitchell ; I am
 30 not acquainted with the man at all ; I could not tell how many acres there are in the farm sold.

I don't recollect how long father and Ryerson were in business before they sold out to Van Ness ; I could not tell how long after grandmother Moore's death it was that father sold out to Mitchell ; I am thirty-six years old.

I don't know where mother got this \$300 she lent me ; she paid the money to me ; it was in cash, bills.

I have been married eighteen years, and have lived all that time in Boonton and Montville ; my father was not by when
 40 my mother let me have this \$300 ; the money was handed me

in my house ; I did not give my mother any note for it ; I lived in the same house with my mother at that time, and kept house separately ; I don't recollect what time of the day it was ; it was in my part of the house the money was paid ; I could not say what kind of money it was, I don't recollect ; it was in bills ; I don't recollect why I did not give my mother a note ; she did not ask me for it, nor for a receipt ; I think I did not put it down anywheres.

I used this money to pay a note for the firm ; I think the next day, or within a day or two, I am not certain about that ; 10 I went to Newark, to William King's shop, to pay this note ; I went down in the train, in the morning train ; the Boonton train started pretty early in the morning ; we came by way of Denville.

This money was handed me before, I am not certain as to the time when it was handed me ; it might have been two or three days before, I don't recollect ; I did not show the money to father before I went away ; I told my father I was going to pay the note ; I did not have any curiosity to know where my mother got this money. 20

I don't recollect how long I had been in partnership with my father when I got this money ; I did not know beforehand that I was going to get this money from my mother ; I did not know beforehand that she had it ; she handed it to me in my house ; I could not tell where my father was when my mother handed me this money ; might have been at home, don't think he was away from home ; did not tell my father that mother had handed me this money ; he did not tell me that she would hand it to me ; I had no conversation with him about it ; nothing was said to my mother about paying it back. 30

The money borrowed was just \$300.

Re-direct by Mr. Cutler.

I have not got the note now ; I think it was left there with the firm ; the note was not past due when I paid it ; I think I paid it at maturity, but don't recollect ; I did not have charge of the financial part of the firm altogether ; I did that part of the business some of the time ; my father knew the note was paid. 40

Q. And he knew how you obtained the money to pay the note, did he?

Objected to as leading.

A. I don't know whether he did or not; I don't recollect that.

The note I paid was more than \$300, I think it was about \$800.

10 Q. How came your mother to lend you the \$300?

A. I asked her to lend it to me; I spoke to her about it before the day on which she lent it to me; I did not know for certain that she had it, I asked her about it.

Second Cross-Examination by Mr. Pitney.

This note was due Mr. William King, the sash and blind maker, at Newark, near the Morris & Essex railroad depot, and was for about, I think, \$800; I am not positive about the amount; I paid it all at once, the whole note.

20 The rest of the money over and above what I borrowed from my mother, was money we had on hand, belonging to the firm—
JOHN R. STIERS.

*Sworn and subscribed this }
15th day of January, A. D. }
1872, before me.*

SAMUEL S. HALSEY,

M. C. C.

30 Counsel for defendants here announced to the Master that his testimony was closed.

Counsel for complainants announces to defendants' counsel that a Mrs. Beavers is present who says she is subpoenaed by defendants as a witness.

Counsel for defendants announces that he was first aware of that fact by information by counsel for complainants.

Hannah Martinus, a witness, called and sworn on the part
40 of complainants, deposes and says:

I am fifty-two years old ; have been a widow twelve years ; my husband's name was Frederic Martinus ; my husband in his life time borrowed money of my mother ; he borrowed \$500, no more than that ; my mother's name was Jane Moore ; she had a note to show for that ; I could not say how long he had this money, probably fifteen years ; I think the money was paid back eight years ago, shortly after mother's death ; it was paid four years after my husband's death ; I do not recollect how long after my husband's death my mother died ; my husband died twelve years ago. 10

My mother spent her time during the last fifteen or twenty years of her life living around amongst her children ; she was not engaged in any business ; she always worked ; she sewed for her children when she went around and sometimes for other folks ; Beavers had some of my mother's money, and Creager (Andrew Creager) had some ; that money was paid in after mother's death ; I suppose the money I owed her and the money Creager owed her was all put together and divided, I expect ; I don't know how much Creager owed her ; he might have paid this money to her before ; I think it likely Beavers' 20 money was paid after mother's death, don't know about Creager's.

My mother got this money she loaned me from the sale of her house and lot, and that she got from her father.

I don't know where she got the money she loaned Beavers ; my mother took in weaving before she sold her house and lot.

My mother always had some money on hand, but I don't know how large a sum ; she had a lame hand during the last years of her life ; it did not hinder her from sewing ; she was eighty-two years old when she died ; I could not tell how long 30 ago it was she sold her house and lot ; about twenty-six or twenty-seven years ago, could not say ; she sold it to John Waters.

Q. Did you ever hear of her having two hundred or three hundred dollars about the house ?

Objected to as irrelevant.

A. No, I don't know that I did.

Q. Have you any reason to believe that she had any such sum of money about her during the last years of her life ? 40

Objected to.

A. I don't know ; I could not say anything about it.

Q. Did you ever hear of her having as much as three thousand dollars loaned out ?

Objected to.

10 A. I don't know about any more than I have told about.

Q. Question repeated.

A. I never heard of it.

She once in a while made me a present of money in her lifetime ; a little, I could not tell how much ; she had her home at our house when we first began keeping house ; she would give me as much as five dollars at a time ; I could not tell how often she gave me these monies, I never charged my mind with it ; I don't suppose she gave me fifty dollars altogether
20 her children ; she always worked for her children, and gave them little presents of money while she lived with them ; I did not keep house after my husband died, and she did not live with me.

Q. These little presents of money she gave you were given while she was living with you ?

A. Certainly, while she lived with us.

She did not make these presents of money to me after my husband died.

Q. Did you ever hear of her making any division of her
30 property before she died ?

A. She divided some of her property, yes sir ; her household goods, bedding and things she had ; the things she divided before she died were taken away.

I don't recollect how long before she died this division took place ; it must have been three years.

I got in that division some bed clothes ; I did not get anything else ; my share was worth twenty dollars, perhaps ; can't tell how much.

My other sisters got as much, if not more, in value than I
40 did ; I can't say how much ; they kept house and I did not.

I don't know that my mother ever made any division of money in her lifetime ; I never got any.

The other sisters got articles of household goods, I suppose, the same as I did ; some of the goods my mother divided were new ; she never kept house after she sold her house.

The way she came to have these new things was, she pieced and bought bed quilts and spreads.

Cross-Examined by Mr. Cutler.

10

I don't know whether Mrs. Stickle was there when these goods were divided or not ; I guess mother sent them to her ; I suppose she sent her the same she did the rest, I could not say ; she did all of them, and I suppose she did her ; I do not know for certain that she did send any to Mrs. Stickle.

My mother was a very industrious woman, and when she lived around among her children she worked for them, in my opinion, more than sufficient to pay her board.

She always had money by her which she got for interest ; I paid her interest every year after her husband's death.

20

My mother received money from her father's estate ; I guess he divided it himself before he died ; I don't know how much it was, I never heard her say.

This house and lot her father deeded to my mother before he died.

Re-direct Examination by Mr. Pitney.

Q. Was not what her father gave her in his lifetime this house and lot and a wood lot ?

30

A. Yes, and I don't know whether he gave her anything more or not.

Q. Did you see Mrs. Stiers shake her head at you a little while ago ?

A. Yes, she shook her head while I was being examined as a witness.

her
HANNAH X. MARTINUS.

mark.

40

Sworn and subscribed this

15th day of January, A. D.

1872, before me.

SAMUEL S. HALSEY,

M. C. C.

Catharine Pence, a witness, called and sworn on the part of complainants, deposes and says :

10

I am fifty-nine years old ; am the daughter of Mrs. Jane Moore ; my mother has been dead eight years next month ; she had some money to divide after she died ; I did not know who had it at the time of her death ; there were nine shares to be divided, seven girls and two boys.

My mother got her money from the sale of her house and lot.

20 There was some little property she got from her father's estate after he died ; can't say how much ; her father's property after he died, was divided among four persons ; I do not know of any other source from which she could get money, except from her father's estate and the money from the sale of wood lot and house and lot ; she never gave me any money during her lifetime.

I never heard of her having three thousand dollars, or any such sum of money.

I never heard of her making any division of her money in her lifetime.

30 I never knew or heard of her having, towards the last of her life, any such sum as three hundred dollars by her ; what money she had was out at interest ; she might of had it, I never heard of it.

Cross-Examined by Mr. Cutler.

My mother was a very industrious woman and continued so till her death ; up to the time of the sale of her house, and during the life of her husband, she was a weaver ; I was married in 1831 ; father died the year after.

40 Those constituting my mother's family at the time she sold

the house were my youngest sister, Mrs. Beavers, and my mother.

My mother, so far as I know, always had money about her; I don't know, of my own knowledge, of monies my mother had at interest; she had what she got from the sale of her house and lot.

I do not know what my mother did with the money she received from weaving.

Re-direct by Mr. Pitney.

10

She made her living by weaving.

I don't know that I ever heard of her laying up any money by weaving.

Second Cross-Examination by Mr. Cutler.

My mother kept cows when she lived on that place.

Second Re-direct by Mr. Pitney.

She generally kept two cows at a time.

20

her
CATHARINE X PENCE.
mark.

Sworn and subscribed this }
15th day of January, A. D. }
1872, before me.

SAMUEL S. HALSEY,

M. C. C.

It is admitted that Mrs. Pence is the wife of Jacob Pence, 30
previously sworn in this cause.

Keziah Beavers, a witness, called and sworn on the part of complainants, deposes and says:

I am the daughter of Mrs. Jane Moore, wife of Ebenezer Sherwood Beavers; my husband owed my mother at the time she died; I can't tell how much; it was in the neighborhood of one hundred dollars; it might have been a little more, 40

can't say ; I think it was paid in when the heirs met and divided the property ; my husband had this money several years ; my mother sold the wood lot before I was married ; I don't know where the money my husband borrowed of my mother came from ; I think Mr. Creager owed my mother something, can't say how much ; could not say whether it was more than what she let my husband had or not.

I think Creager's money was paid in before mother's death ; It was not all paid at once ; could not say when it was paid ;
 10 don't know how much money mother had by her when she died ; she had some gold and silver money but I cannot say how much ; the silver and gold money went into my mother's estate after her death.

Q. Did not your husband have the Creager money in his hands at the time of the division or settlement of your mother's estate ?

A. I don't know ; Mr. Creager is now insane at spells.

I don't know that I ever knew of my mother's ever having such a sum of money as three thousand dollars ; I never heard
 20 of her having such a sum about her ; she made her home at our house for the last ten or twelve years, and died there ; I have known her to have had fifty dollars about her at a time ; never knew her to have had large sums about her ; after her death her money remained in her cupboard till Mr. Pence and Mr. Beavers met there to settle her affairs ; I got between fifty and sixty dollars in money for my share after mother's death ; she gave me money in her lifetime ; I recollect of her giving me ten dollars at one time and five dollars several times.

Cross-Examined by Mr. Cutler.

30

I was married in 1849 ; I went away from home when I was nine years old, and I lived with an uncle ; I lived with my mother up to the time she sold the house and lot ; my mother continued to weave up to the time she sold the house and lot but not afterwards ; she was a very industrious woman up to the time of her death, always at work ; she did not pay board to us ; she earned her board and more too, we ought to have paid her ; she was not in the habit of borrowing money from
 40 her children ; I don't know that I ever knew her when she

was without money ; I don't know that my husband ever borrowed money of her more than once ; I can't tell when that was ; I don't know when Creager borrowed or when paid.

Re-direct by Mr. Pitney.

I never knew or heard of mother's having as much as one or two hundred dollars about her at a time ; I never knew of her dividing her money in her life time.

KEZIAH BEVRS. 10

*Sworn and subscribed this }
15th day of January, A. }
D. 1872, before me,*

SAMUEL S. HALSEY,
M. C. C.

Jacob Pence, a witness, called and sworn on the part of complainants, deposes, says :

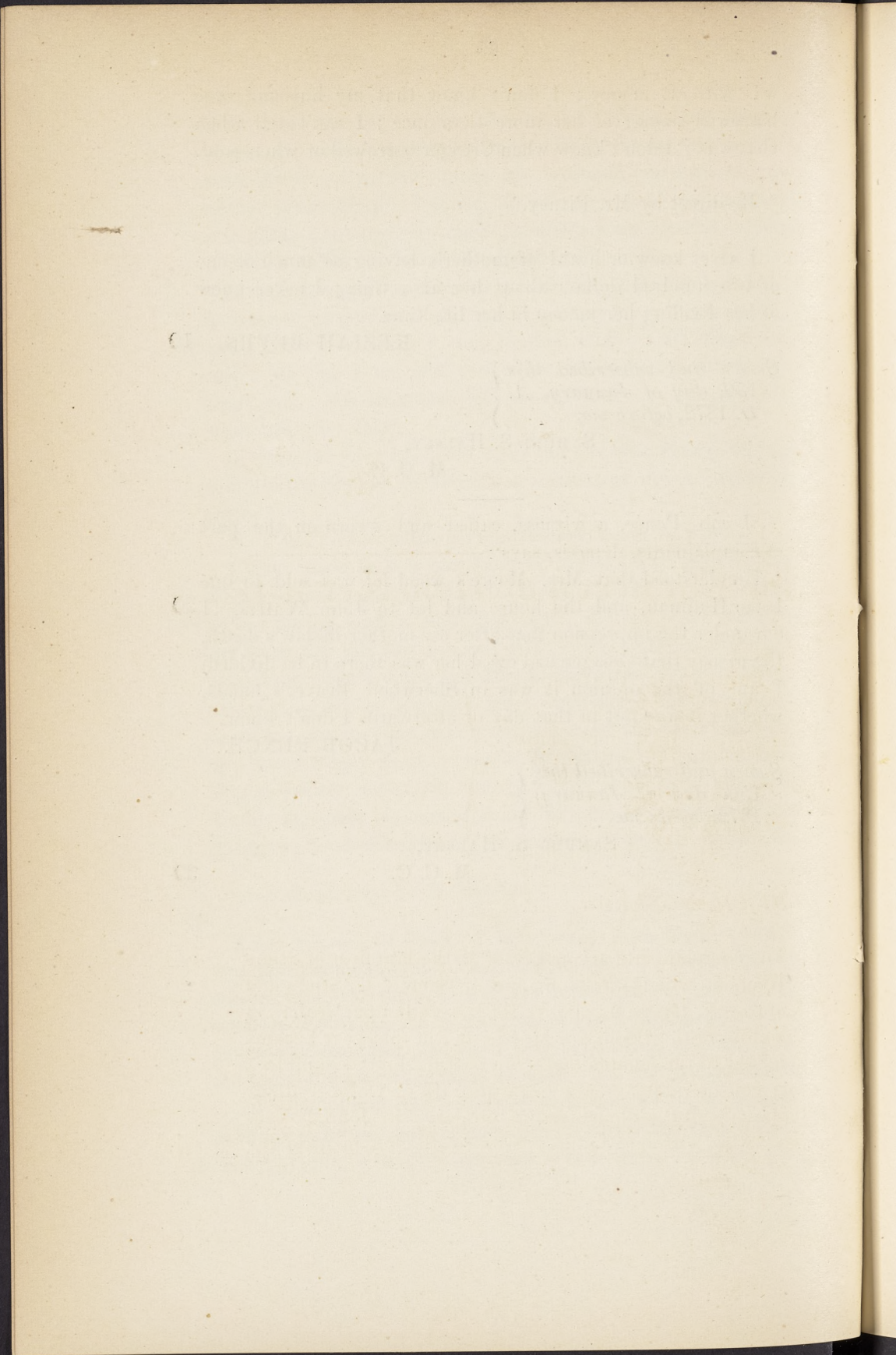
I understood that Mrs. Moore's wood lot was sold to one Isaac Hoffman, and the house and lot to John Waters. I am under the impression that after my mother-in-law's death, the money that Creager had owed her was there to be divided. I am of the opinion it was in Sherwood Beaver's hands, whether it was put in that day or afterwards I don't know.

JACOB PENCE. 20

*Sworn and subscribed this }
15th day of January, }
1872, before me,*

SAMUEL S. HALSEY,
M. C. C.

30



Louis C. Vogt, Steam Book and Job Printer, Morristown, N. J.

In Chancery of New Jersey.

Between

PETER T. B. VANDOREN,

ET AL.,

Complainants.

and

WASHINGTON STICKLE, ET

UX, ET AL.

Defendants.

On Bill, &c.

10

THE CHANCELLOR:

The complainants are creditors of the late firm of Stiers & Ryerson, which was composed of Samuel G. Stiers and Ambrose F. Ryerson, who, in 1868, were lumber dealers in Boonton, in the County of Morris, and in that year became indebted to the complainants, on partnership account, to a very considerable amount. On the 14th of October, 1868, they sold all their partnership property to John J. VanNess, who, with one Jaques, assumed the payment of the 20

sum of \$2,839 56 to the complainants, for the price of so much of the lumber then remaining on hand, as had been purchased by Stiers & Ryerson, of the complainants. After crediting this amount, there still remained due the complainants, from Stiers & Ryerson, a balance of more than \$1,600.

VanNess gave to Stiers & Ryerson, on account of the purchase money; two promissory notes of the above date, payable respectively at two and four years after date, with
 -10 interest, to the order of Sarah Stiers, (wife of Samuel G. Stiers,) one for \$500, and the other for \$600.

These notes, which were made by VanNess, with James H. Hopley and Hartman VanNess, as sureties, were delivered to Mrs. Stiers by her husband. In 1869, the latter died, and letters of administration of his estate were issued to his widow. On the 22nd of July, in that year, the complainants made a claim, under oath, against his estate, of the amount due them from Stiers & Ryerson. On the 15th of June previous, the administratrix filed accounts in the
 20 Orphans' Court of Morris county, by which it appeared that the estate was entirely insolvent.

In May, 1869, the complainants recovered judgment on their claim, in the Morris Circuit Court, against Ryerson, as surviving member of the firm, for \$1,669 as damages, and \$43 55 costs; and on the 26th day of the same month, caused to be issued thereon a writ of *fiery facias de bonis et terris*, which was returned in October following by the Sheriff of the county of Morris, wholly unsatisfied for want of property whereon to levy.

30 The administratrix of Stiers refusing to charge herself with the two notes delivered to her by her husband, as above mentioned, the complainants made an effort in the Orphan's Court, by means of exceptions to her account, to compel her to do so, or to account for the amount thereof as part of the estate of the decedent, but the court disallowed the exceptions for want of jurisdiction, without prejudice however, to the right of the exceptants to pursue their remedy in any other court.

Having failed in this attempt, the complainants filed their
 40 bill in this court against her, in her individual capacity

and as administratrix, and her present husband, Washington Stickle, and Ryerson.

The bill prays that the notes may be declared and decreed to be assets of the partnership of Stiers & Ryerson, and that the making thereof to her was fraudulent and void as against the complainants as creditors of the firm, and that the complainants are entitled to have the notes transferred to them, to be collected and applied towards payment of their debt. It also prays for the appointment of a receiver and for an injunction. An injunction was granted and a receiver appointed. 10

The defendants answered. The answer of Stickle and wife sets up a claim on the part of the latter to the notes on the ground that they were given to her by her late husband, on account of a debt due from him to her for money lent by her to him, to the amount of about \$1,500. It also claims that by the assumption of VanNess and Jaques to pay the sum of \$2,839 56 above mentioned, to the complainants, the entire debt of Stiers & Ryerson to them was paid off. There can be no question, however, that the amount claimed by the complainants to be due to them from the late firm of Stiers & Ryerson, is actually and fairly due. 20

The evidence of the alleged debt on which Mrs. Stickle's claim to the notes in controversy is based, so far from being satisfactory, is the very reverse. Her statements in regard to it, and her account of it, by no means establishes it. She alleges that she obtained about half of the amount she claims to have loaned her husband, from her mother in three gifts; from the testimony of her brother and sisters, it seems evident that her mother was not possessed of the means to make these gifts. 30

Her statement, made on oath in the examination before the Orphan's Court, as to how and where she got the money, is wholly at variance with, and casts discredit on her testimony and answer in this cause, on that subject. Before that court, she testified that she got the money from her mother's estate, six years ago the preceding February (that examination took place in August, 1870,) and loaned it to her husband when she got it; that some of it he used when he went to the oil regions, and some on the Beaver- 40

town property, a farm he purchased in April, 1860, from William Mains. She said she thought he took \$300, to the oil regions. She testified that it was after he bought the property of Mains, she let him have the money; she could not tell how long after, two or three years; that it was six years ago, a year or two after her mother died; that she had it in the house until she let her husband have it; that she got the money six months after her mother's death, and that her brother George paid her the money, \$1,100, at
 10 the house of her sister, Mrs. Beavers, in Hunterdon county.

In her answer she says she received from her mother and her mother's estate, the sum of \$600, or thereabouts, which she lent to her husband, who used it in the purchase of the Beavertown property, and afterwards she advanced to her husband other money she had earned by her needle and other means.

In her testimony in this suit, she says he got \$215 of the money from her mother, in 1840, and that it was used by her husband in paying for the lumber for a house he had
 20 built on property he then owned at Port Murray, in Warren County; that a short time before her mother died, (her mother died about 1864,) she got \$200 more from her mother, "fourteen or fifteen years ago," (about 1857,) and lent that to her husband; that she was then living on the farm at Beavertown, and since that, she had received \$300 from her mother; when she received this last money, her husband was gone away, either to Chattanooga or the oil regions, and that he went to Chattanooga after the war; that her husband had other money from her—the proceeds of
 30 the sale of butter and onions raised on her husband's farm, and the price of a cow belonging to her, sold by him, and the avails of her labor in sewing.

Her brother, George Moore, testified that he never paid her as she swears, \$1,100, for her share of her mother's estate, but only about \$55, which was, as it clearly appears, all that her share amounted to. Nor had she, as she admits, any voucher for the money she so claims to have lent her husband, or for any part of it, except a memorandum kept by him, as she says, in a small book, which she calls
 40 a pocket day-book, and this she says, has been lost, so that she cannot produce it.

I deem it unnecessary to pursue the consideration of her testimony further. It is enough to say that the alleged loan to her husband is not proved. She cannot lawfully hold these notes to her individual use. The debt they represent and secure is part of the partnership assets.

The complainants have with diligence, pursued their remedy, and have exhausted it. Stiers' estate is utterly insolvent. They are entitled to the benefit of these notes, and the security upon them.

There will be a decree that Mrs. Stickle and her husband 10 assign the notes to the receiver, and that she pay to the latter the interest received by her upon them; the proceeds of the notes, with the interest, to be applied towards payment of the complainants' debt. The complainants are entitled to costs.

IN CHANCERY OF NEW JERSEY.

Between

PETER T. B. VANDOREN, AND

WILLIAM P. C. VANDOREN,
Complainants.

and

WASHINGTON STICKLE, ET

UX,

Defendants.

On Bill, &c.

10

MORRIS ORPHANS' COURT.

MAY TERM, 1870.

At an Orphans' Court held at the Court House, at Morristown, in and for the County of Morris, on Monday, the fifth day of September, A.D. eighteen hundred and seventy.

Present, Hon. V. DALRIMPLE, President Judge.

“ “ DAVID W. DELICKER,

“ “ JAMES H. FANCHER,

Esquire Judges.

20

In the matter of the account of Sarah A. Stiers, Administratrix of Samuel G. Stiers, deceased. ESTATE DECREED INSOLVENT.

The said Sarah A. Stiers, Administratrix of Samuel G. Stiers; deceased, having presented to this Court, a report of the claims and demands exhibited against the said estate within the time heretofore limited by the Surrogate, and an account of the moneys, goods, chattels, rights and credits of said deceased; and it appearing by affidavits that due notice to the creditors to exhibit their claims, and of the making of said report have been given by the said Administratrix, pursuant to the order of the Surrogate and the statute; and it further appearing that the said claims, and demands, and account have been excepted to, and the same have been adjusted by this Court; and it further appearing by the said report and account that the assets, real and personal, are insufficient to pay the debts. It is therefore, on this fifth day of September, A. D., eighteen hundred and seventy, adjudged and decreed that the estate of Samuel G. Stiers, deceased, is insolvent. 10 20

A true copy from the minutes.

JOS. W. BALLENTINE, *Surrogate.*

MORRIS ORPHANS' COURT.

MAY TERM. 1870.

At an Orphans' Court held at the Court House at Morristown, in and for the County of Morris, on Monday, the fifth day of September, A. D. eighteen hundred and seventy.

Present, Hon. V. DALRIMPLE, President Judge.

10 “ “ DAVID W. DELICKER,
 “ “ JAMES H. FANCHER,

Esquire Judges.

In the matter of the account of Sarah A. Stiers, Administratrix of Samuel G. Stiers, deceased. SETTLEMENT OF INSOLVENT ESTATE.

20 The Surrogate having audited and stated the account of Sarah A. Stiers, Administratrix of Samuel Stiers deceased, and placed the same on the files of his office twenty days previous to this time, and the settlement of the account appearing to have been noticed according to law, due proof of which having been made and filed with the Surrogate; and being now reported for settlement, and exceptions to the said account having been filed by and on behalf of Peter B. Van Doren and William P. C. Van Doren, creditors of said estate, and said exceptions now coming on before the Court to be heard in the presence of said Administratrix and said creditors and their respective counsel,
30 and the said Administratrix and witnesses having been examined, orally, before the Court; and it appearing that the principal matter of said exceptions sustained by the evidence, is the failure of said Administratrix to charge herself with two promissory notes, to-wit: One dated October 14th, 1868, for five hundred dollars, payable two years after date to the order of Sarah Ann Stiers, made by John J. Vanness, James H. Hopler and Hartman Vanness. The other dated October 14th, 1868, for six hundred dollars, payable four years after date to the order of said
40 Sarah Ann Stiers, and made by the same parties, which the

said exceptants alledge were really the property of said deceased, and should be accounted for as assets by said Administratrix; and the Court having heard and considered the same, and being of opinion, that they have no jurisdiction to adjudicate upon and determine the said subject matter of said particular exceptions; it is ordered that said exceptions be disallowed for want of such jurisdiction on the part of this Court, without prejudice to the exceptants to pursue their remedy in any other Court; and it further appearing that the Administratrix hath not had 10 sufficient assets in her hands of said intestate, as it appears by said account, to pay preferred debts and allowances, by the sum of one dollar and forty-seven cents, the Court postpone the decree of allowance of the said account until the next term of the Court.

A true copy from the minutes.

JOS. W. BALLENTINE,
Clerk of the Orphans' Court.

STATE OF NEW JERSEY,
MORRIS COUNTY, ss :

20

I, Joseph W. Ballentine, Surrogate of said County, do hereby certify that the annexed are true copies of the decree made by the Orphans' Court of the County of Morris declaring the estate of Samuel G. Stiers, deceased, insolvent; also the decree of said Court on the final account of the Administratrix of said estate.

5 CENT
U.S. REV
STAMP.
CANC'D.

SURROGATE'S
SEAL OF THE
COUNTY OF
MORRIS,
NEW JERSEY.

In witness whereof I have
hereunto set my hand and 30
seal of office this twelfth
day of April, A. D. eight-
teen hundred and seventy-
one.

JOS. W. BALLENTINE, *Surrogate.*

IN CHANCERY OF NEW JERSEY.

Between
PETER T. B. VANDOREN,
ET ALS,
Complainants.
10 and
WASHINGTON STICKLE, ET
UX, ET ALS,
Defendants. } *On Bill, &c.*

EXHIBIT S.

Copy of H. C. Pitney's notes of Mrs. Stiers' examination in Orphans' Court.

20 My property. I got the money from my mother about six years ago in February. I got \$1,100 from her. My mother's name was Jane Moore, lived lower part of Hunterdon County. She had farm and sold it. I loaned the money to my husband. He paid some on the Beavertown property and some he used when he went to the oil region. He took \$300 to oil regions. I took no note or bond from my husband when I let him have the money. I had an account that he had got the money, in a small book, memorandum book; he wrote it in. I guess I can find the book. This
30 was when I let him have the money. It was after he bought

the Beavertown property that I let him have the money, 2 or 3 years after. Can't tell where he got the money to pay on Beavertown property; he paid \$1,000, when he bought the property. I let him have the money after my mother died. I had it in the house some time. I got the money six months after mother died. Jane Moore, lived lower end of German Valley. There were six girls, 2 boys—8 children.

My mother's name was Moore. Mother left no will.— Each brother got as much as I. I signed no paper. Farm was sold in mother's life time. My brother did the business. George Moore lives at Changewater. Ebenezer S. Beavers, my brother-in-law also attended to the business, lives in Hunterdon County. John Moore lives in Virginia. Jane Cregar lives in Hunterdon. Catherine Pence, wife of Jacob Pence, Hannah Martinis, Elizabeth Hull, all live in Hunterdon County. Except the book account had nothing until I got the notes. I knew husband was in debt when he sold out to VanNess. 10

When he sold to Mitchell, I stopped the sale of place until he promised me the money. George Moore paid me the money, \$1,100, at Mrs. Beaver's, in Hunterdon County. 20

My father's name was John Moore, in Sussex County.— Mother's name Jane Rosenback. She inherited the farm from her father in Hunterdon County.

EXHIBIT "P."

Youngblood's notes of Mrs. Stickle's examination :— 30

I didn't take into account the two notes because they were my property; got the money from my mother about six years ago last February; about \$1,100; mother's name Jane Moore; she lived in the lower part of Hunterdon County; she had a farm and sold after my father died. I loaned the money to my husband when I got it; some he used when he went to the oil regions and some on the Beavertown property; think he took \$300 to the oil re- 40

gions ; didn't take a note or bond from my husband when I let him have the money ; I had a little account that he had got the money in a memorandum book ; he wrote it in the book when I let him have the money. It was after he bo't the property of Mr. Mains that I let him have the money ; can't tell how long after ; 2 or 3 years ; can't tell how much he paid on the Beavertown property ; he had some money and paid it ; he was a carpenter on the canal ; think it is 6 years ago that I let him have the money ; I
 10 let him have the money after my mother died a year or two—I had it in the house until I let my husband have it ; got the money some six months after my mother died ; my mother lived lower end of German Valley ; 6 girls and 2 boys ; my maiden name was Moore ; mother didn't leave any will ; I did not sign any deed or papers, we settled among ourselves ; farm sold before mother died ; George Moore settled it up for us ; he lives at Changewater, Warren Co.

Ebenezer Beavers also had—

20 He lives in Hunterdon Co. ; my other brother was John Moore ; he lives in Virginia ; I don't know where my sisters live ; one married Mr. Crigar ; Jane Crigar ; she lives in Hunterdon.

Catherine Pence, wife of Jacob—

Hannah Martenas and Elizabeth Hull ; they all live in Hunterdon Co. ; I only took from my husband the book account until I got the notes ; I believe my husband was in debt when he sold out to VanNess ; he promised to let me have it when he sold the farm to Mitchell ; I stopped
 30 the sale until he promised to give me the money ; he didn't pay me any money on what I loaned him until I got the notes ; I had the books in my hands ; he didn't go to the coal regions right away after I let him have the money ;—most of my brothers and sisters had their money ; my brother George paid me the money, \$1,100, at my sister's—Mrs. Beavers—in Hunterdon Co. ; I don't know exactly where he lives now. My father's name was John Moore ; he lived and died in Sussex Co. ; mother's maiden name Jane Rosenbach ; she inherited farm from her father in
 40 Hunterdon Co.

I have collected \$20 from Mr. Cooper and \$1.75 from Mr. Hill; collected from Cooper since I filed my account.

Hall—

Van Doren, the lumberman, collected 2 bills.

EXHIBIT "H."

On the part of the Complainants :

10

\$325.83.

BOONTON, N. J., Sept. 1st, 1868.

One month after date we promise to pay to B. C. Osborn, agt., or order, Three Hundred and Twenty-five 83-100 Dollars, at the National Iron Bank, at Morristown, without defalcation or discount, for value received.

(Signed)

STIERS & RYERSON.

* 25 cent stamp. U. S. Int. Rev. *

(Endorsed) B. C. OSBORN,

Agt. J. Stewart. 20

EXHIBIT "I."

On the part of the Defendants :

\$2,004 20-100.

BOONTON, Aug. 7, 1868.

Three months after date we promise to pay to the order 30 of Van Doren & Son, at the Nat. Iron Bank of Morristown, Two Thousand and Four 20-100 Dolls., without defalcation or disc't, for val. rec'd.

(Signed)

STIERS & RYERSON.

* \$1.05 Int. Rev. Stamp. *

(Endorsed)

VAN DOREN & SON.

EXHIBIT "G."

On part of the Complainants :

\$1,000, Dolls. BOONTON, Aug. 7, 1868.

Two months after date we promise to pay to the order of Van Doren & Son at the Nat. Iron Bank of Morristown, One Thousand Dolls., without defalcation or disc't for val.

10 rec'd.

*
50 cent
Stamp
*

(Signed)

STIERS & RYERSON.

(Endorsed) VAN DOREN & SON.

EXHIBIT "E."

20 On the part of the Complainants :

\$505 00-100. BOONTON, April 3, 1868.

Three months after date we promise to pay to the order of Van Doren & Son, Five Hundred and Five Dolls. at the National Bank at Morristown, without defalcation or disc't, for val. rec'd.

30 *
30 cents,
U. S. Int.
Stamps.
*

(Signed)

S. G. STIERS & RIERSON.

(Endorsed)

VAN DOREN & SON.

EXHIBIT "Q."

On the part of the Complainants :

\$2,004 20-100. *Phillipsburg National Bank. No. 41.*

40

PHILLIPSBURG, N. J., November 12, 1868.

Pay Lewis C. Reese, Cash'r, or order, Two Thousand

and Four 20-100 Dollars, to take up Stires & Ryerson note
at Morristown Bank, (Iron Bank) due 7-10 Nov.

* 2 cent U. S.
Int. Stamp. *

(Signed)

VAN DOREN & SON.

EXHIBIT "F."

On the part of the Complainants :

10

Phillipsburg National Bank. No. 42.

PHILLIPSPURG, N. J., August 18, 1874.

Pay Stires & Ryerson, or order, Five Hundred &
Eleven ⁰⁰/₁₀₀ Dollars.

* 2 cent
Int. Rev.
Stamp. *

(Signed)

VAN DOREN & SON.

(Endorsed)

STIRES & RYERSON.

20

dants, in this respect, to-wit: that the said decree orders, adjudges and decrees that Charles E. Pierson, the Receiver do pay to the complainants the sum of twelve hundred and eighty-five dollars and fifty cents, (less four per cent. of the amount thereof to be retained by him in full for his fees and commissions as Receiver,) which sum so to be by him to them paid shall be by them applied towards the payment of their claims and demands against the firm of Stiles & Ryerson, as mentioned and described in the pleadings
 10 therein. And that the said Washington Stickle and Sarah Ann, his wife, do pay to the said complainants the said sum of one hundred dollars and twenty-seven cents, to be by the said complainants in like manner applied toward the payment of the said claim; and that the said Washington Stickle and Sarah Ann, his wife, do pay to the said complainants their costs to be taxed; and your petitioners therefore pray that the said decree of the said Chancellor
 20 such relief in the premises as to this Honorable Court shall seem meet.

Dated June 2nd, 1874.

AUG. W. CUTLER,

A true Copy,

Sol. and Counsel for Appellants.

HENRY C. KELSEY, *Clerk.*

