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NOTICE AND GROUNDS OF APPEAL.

Filed Dec. 31st, 1930.

New Jersey Supreme Court

GEORGE GORDON, EMMA GORDON, ELSIE DIEL, HARRY GORDON, CARRIE BEATTY, FRED DILTS, HERBERT S. DILTS, LESTER R. DILTS, JOHN W. DILTS, HIRAM ERRICKSON, HERBERT HORN, FLORA HERSEY, CHRISTINE GORDON, JENNIE GORDON, MIN- NIE GORDON, WILLIE GORDON, RACHEL S. POMBEAR, MARY ERRICKSON, OLIVE DILTS OGDEN, ADA M. D. DOOL, ANNIE HUNT, SARAH E. ARN- WEIN, EVA LENA PARENT, S. GARFIELD ERRICKSON, PHEBE ANNA ERRICKSON, LULU E. SINE and HERVEY ERRICKSON, Jr., heirs at law of John W. Connor, deceased, <i>Plaintiffs-Appellants,</i>	10
<i>vs.</i>	
LUMBERVILLE DELAWARE BRIDGE COMPANY, a corporation of New Jersey, <i>Defendant-Appellee.</i>	
	<i>Notice and Grounds of Appeal.</i> 20
	<i>Sat Below: Hon. Frank B. Jess, Circuit Court Judge.</i>
	30

To Walter F. Hayhurst, Esq., attorney of de-
fendant-appellee:

TAKE NOTICE that the plaintiffs appeal to the
Court of Errors and Appeals of the State of 40

Notice and Grounds of Appeal.

New Jersey from the whole of the judgment entered in this cause upon the following grounds:

1. The trial court erred in entering judgment of "not guilty" in favor of the defendant and against the plaintiffs.
- 10 2. The trial court erred in entering judgment of "not guilty" in the following words: "As to the land occupied by the bridge structure of the defendant, its abutments and approaches and the land over which the bridge is built, the Court finds in favor of the defendant and against the plaintiffs."
3. The trial court erred in not entering judgment in favor of the plaintiffs.
- 20 4. The trial court erred in finding that the possession of the *locus in quo* by the defendant was adverse.
5. The trial court erred in finding that the evidence established that the possession of the defendant was adverse, hostile and visible or notorious.

RIKER & RIKER,
Attorneys of Plaintiffs-Appellants.

30 THOS. E. FITZSIMMONS,
Of Counsel with Plaintiffs-Appellants.

Endorsement. Service of the within Notice acknowledged this 26th day of Dec., 1930.

WALTER F. HAYHURST,
Att'y of Defendant-Appellee.

SUMMONS.

Filed Oct. 22, 1929.

THE STATE OF NEW JERSEY: To
Lumberville Delaware Bridge Com-
(SEAL) pany, a corporation of New Jersey.

YOU ARE SUMMONED to answer the
annexed complaint of George Gordon,
Emma Gordon, Elsie Diel, Harry Gordon, Carrie
Beatty, Fred Dilts, Herbert S. Dilts, Lester R.
Dilts, John W. Dilts, Hiram Errickson, Herbert
Horn, Flora Hersey, Christine Gordon, Jennie
Gordon, Minnie Gordon, Willie Gordon, Rachel
S. Pombear, Mary Errickson, Olive Dilts Ogden,
Ada M. D. Dool, Annie Hunt, Sarah E. Arnwein,
Eva Lena Parent, S. Garfield Errickson, Phebe
Anna Errickson, Lulu E. Sine and Hervey Er-
rickson, Jr., heirs at law of John W. Connor,
deceased, in an action at law in the Supreme
Court wherein said George Gordon, Emma Gor-
don, Elsie Diel, Harry Gordon, Carrie Beatty,
Fred Dilts, Herbert S. Dilts, Lester R. Dilts,
John W. Dilts, Hiram Errickson, Herbert Horn,
Flora Hersey, Christine Gordon, Jennie Gordon,
Minnie Gordon, Willie Gordon, Rachel S. Pom-
bear, Mary Errickson, Olive Dilts Ogden, Ada
M. D. Dool, Annie Hunt, Sarah E. Arnwein,
Eva Lena Parent, S. Garfield Errickson, Phebe
Anna Errickson, Lulu E. Sine and Hervey Er-
rickson, Jr., heirs at law of John W. Connor,
deceased, demand of you the possession of a
tract of land with the appurtenances situate on
Bulls Island in the County of Hunterdon, and
particularly described in the complaint and
mesne profits and damages. And take notice
that unless you file your answer to said com-
plaint with the Clerk of the Supreme Court,

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Summons.

at Trenton, within twenty days after service upon you of this writ and the annexed complaint, judgment will be entered against you and you will be turned out of possession of said land.

10 WITNESS, WILLIAM S. GUMMERE, Chief Justice
of the Supreme Court, at Trenton, this 1st day
of October, 1929.

FRED L. BLOODGOOD,
Clerk.

RIKER & RIKER,
Attorneys.

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Complaint.

Christine Gordon, Jennie Gordon, Minnie Gordon, Willie Gordon, Rachel S. Pombear, Mary Errickson, Olive Dilts Ogden, Ada M. D. Dool, Annie Hunt, Sarah E. Arnwein, Eva Lena Parent, S. Garfield Errickson, Phebe Anna Errickson, Lulu E. Sine and Hervey Errickson, Jr.,
 10 being all of the heirs at law of John W. Connor, deceased, demand of Lumberville Delaware Bridge Company, defendant herein, the possession of a tract of land with the appurtenances, situate on Bulls Island in the County of Hunterdon, and State of New Jersey, described as follows:

BEGINNING at the edge of the River Delaware thence North 13 degrees East about 30 links to a corner, thence North 55 degrees
 20 30 minutes West 15 chains 32 links, North 45 degrees 30 minutes West 3 chains North 41 degrees East 1 chain North 49 degrees West 8 chains 7 links North 23 degrees 45 minutes West 3 chains 77 links thence by a strip left for a road North 37 degrees 30 minutes East 7 chains 73 links to a stone on the bank of Bulls Creek thence up the same North 49 degrees West 2 Perches
 30 thence South 37 degrees 30 minutes West to the edge of the River Delaware, thence down the several courses thereof to the place of Beginning (Containing about 5 acres more or less.)

And also the sum of \$25,000, for mesne profits and damages. And the plaintiffs say that the right of John W. Connor, deceased, to the possession of the same accrued on the fourteenth day of April 1871 and that the right of these plaintiffs to the possession of the same accrued on
 40 the death of the said John W. Connor, to wit,

Complaint.

on the nineteenth day of March 1913, and that the defendant wrongfully deprives them of the possession thereof to their damage \$25,000.

RIKER & RIKER,
Attorneys of Plaintiffs.

10

ENDORSEMENT OF SUMMONS AND
COMPLAINT.

I served the within sum. & comp. upon the within named defendant, Lumberville Delaware Bridge Company a corporation of New Jersey, by giving a true copy to Clark B. Johnson Treasurer, at his usual place of abode near Rose Mount and informing him of the contents thereof
Oct. 3 1929

20

ANDERSON Y. KINNEY,
Sheriff.

Sheriff fee

30

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ANSWER.

Filed Oct. 23, 1929.

NEW JERSEY SUPREME COURT.

HUNTERDON COUNTY.

10

GEORGE GORDON, EMMA GORDON,
 ELSIE DIEL, HARRY GORDON,
 CARRIE BEATTY, FRED DILTS,
 HERBERT S. DILTS, LESTER R.
 DILTS, JOHN W. DILTS, HIRAM
 ERRICKSON, HERBERT HORN,
 FLORA HERSEY, CHRISTINE
 GORDON, JENNIE GORDON, MIN-
 NIE GORDON, WILLIE GORDON,
 RACHEL S. POMBEAR, MARY
 ERRICKSON, OLIVE DILTS
 OGDEN, ADA M. D. DOOL,
 ANNIE HUNT, SARAH E. ARN-
 WEIN, EVA LENA PARENT, S.
 GARFIELD ERRICKSON, PHEBE
 ANNA ERRICKSON, LULU E.
 SINE and HERVEY ERRICKSON,
 JR., heirs at law of John W.
 Connor, deceased,

20

30

*Plaintiffs,**vs.*

LUMBERVILLE DELAWARE BRIDGE
 COMPANY, a corporation of
 New Jersey,

*Defendant.**In Ejectment.**Answer.*

Defendant says that:

1. It denies the truth of matters contained in
 the complaint.

40

WALTER F. HAYHURST,
 Attorney of Defendant.

AMENDED ANSWER.

Filed June 20, 1930.

NEW JERSEY SUPREME COURT.

HUNTERDON COUNTY.

<p>GEORGE GORDON, EMMA GORDON, ELSIE DIEL, HARRY GORDON, CARRIE BEATTY, FRED DILTS, HERBERT S. DILTS, LESTER R. DILTS, JOHN W. DILTS, HIRAM ERRICKSON, HERBERT HORN, FLORA HERSEY, CHRISTINE GORDON, JENNIE GORDON, MIN- NIE GORDON, WILLIE GORDON, RACHEL S. POMBEAR, MARY ERRICKSON, OLIVE DILTS OGDEN, ADA M. D. DOOL, ANNIE HUNT, SARAH E. ARN- WEIN, EVA LENA PARENT, S. GARFIELD ERRICKSON, PHEBE ANNA ERRICKSON, LULU E. SINE and HERVEY ERRICKSON, JR., heirs at law of John W. Connor, deceased,</p>	<p>10</p> <p>20</p> <p><i>In Ejectment.</i></p> <p><i>Amended</i></p> <p><i>Answer.</i></p> <p>30</p>
<p style="text-align: right;"><i>Plaintiffs,</i></p> <p style="text-align: center;"><i>vs.</i></p> <p>LUMBERVILLE DELAWARE BRIDGE COMPANY, a corporation of New Jersey,</p> <p style="text-align: right;"><i>Defendant.</i></p>	

Defendant says that:

1. It denies the truth of matters contained in
the complaint.

40

Amended Answer.

2. The part of the land described in the plaintiff's complaint and occupied by the Bridge structure and the land over which the Bridge is built and its approaches has been in the actual possession of the defendant for more than sixty years.

10 3. The part of the land described in the plaintiffs' complaint which is not occupied by the Bridge structure and the land over which the Bridge is built and its approaches is not and never has been in the possession of the defendant.

WALTER F. HAYHURST,
Attorney of Defendant.

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RECORD.

NEW JERSEY SUPREME COURT.

No. 11, Hunterdon Circuit.

December Term, 1929.

10

GEORGE GORDON, EMMA GORDON,
 ELSIE DIEL, HARRY GORDON,
 CARRIE BEATTY, FRED DILTS,
 HERBERT S. DILTS, LESTER R.
 DILTS, JOHN W. DILTS, HIRAM
 ERRICKSON, HERBERT HORN,
 FLORA HERSEY, CHRISTINE
 GORDON, JENNIE GORDON, MIN-
 NIE GORDON, WILLIE GORDON,
 RACHEL S. POMBEAR, MARY
 ERRICKSON, OLIVE DILTS
 OGDEN, ADA M. D. DOOL,
 ANNIE HUNT, SARAH E. ARN-
 WEIN, EVA LENA PARENT, S.
 GARFIELD ERRICKSON, PHEBE
 ANNA ERRICKSON, LULU E.
 SINE and HERVEY ERRICKSON,
 JR., heirs at law of John W.
 Connor, deceased,

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In
Ejectment.

Plaintiffs,

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vs.

LUMBERVILLE DELAWARE BRIDGE
 COMPANY, a corporation of
 New Jersey,

Defendant.

Before Honorable Frank B. Jess, Circuit Court
 Judge, and a jury, at the Court House, Fleming-

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Record.

ton, New Jersey, on Thursday, December 12, 1929.

Appearances:

Bernard V. McGovern (Riker & Riker) for the plaintiffs.

- 10 Walter F. Hayhurst and Charles A. Malloy and Arthur M. Eastburn (Pennsylvania Bar) for the defendant.

(Jury empaneled and sworn.)

(Mr. McGovern opened for the plaintiffs.)

(Mr. Hayhurst opened for the defendant.)

(Court and counsel conferred in chambers.)

- 20 (At 12:30 o'clock in the afternoon a recess was taken until 1:30 o'clock in the afternoon.)

(After recess.)

Mr. McGovern: I do not know whether counsel has come to a determination yet as to what they want to do.

- 30 Mr. Hayhurst: We are willing to submit the case to the Court upon the stipulation that we have had actual possession of this land occupied by our structure for sixty years on condition that they submit on their side the records of the deeds and other evidence which they have of their title.

Mr. McGovern: We are willing to do that.

(Court and counsel confer.)

Mr. McGovern: I think I ought to offer the documents that we have. We have some records from the Surrogate's office, which I understand cannot be kept here, and I would like to state what they are.

Record.

The Court: Yes.

Mr. Eastburn: The stipulation does not include the further stipulation that Mr. McGovern—

The Court: Mr. McGovern said, in response to Mr. Hayhurst's statement, "We are willing to do that." 10

Mr. McGovern: And that the plaintiffs are unable to affirmatively prove how the possession of the defendant began.

It is admitted by the defendant that the present plaintiffs are the heirs at law of John W. Connor, who died in 1913.

I offer in evidence certified copy of a deed from the executors of George Wall to Jabez White, dated April 1, 1811, recorded in Book 25 of Deeds for Hunterdon County, page 452. 20

(Certified copy of deed referred to is marked Exhibit P. 1.)

Mr. McGovern: I offer in evidence record of the Surrogate's office, of the administration of the estate of Jabez White—that is the Surrogate's office of Hunterdon County. This record shows that Jabez White died intestate on or about April 7, 1833, which record also shows that Joseph White and Peter H. Diltz were appointed administrators of the estate of Jabez White, which record also shows an application made under date of March 21, 1837 by Francis Tomlinson for partition of the lands of said Jabez White, which record also shows that Jabez White died leaving surviving him his wife, Rachel White, and seven children, to wit, Joseph, John, Catherine, Susan, Hiram, Richard and Samuel. 30

40

Record.

Also the record from the Surrogate's office showing an order by the Orphans' Court appointing on said application Adam C. Davis, David R. Warford and George Opydke as Commissioners to make division of the real estate of the said intestate, which order was dated March 21, 1837.

10

Also the record of the report of such Commissioners that the real estate cannot be divided without prejudice, which report bears date April 29, 1837.

Also the record bearing date April 25, 1843, showing the appointment as a Commissioner in the place of David R. Warford of Wilson Brag as Commissioner.

Also the record from the Surrogate's office, dated August 1, 1843, showing the report of said Commissioners that such real estate cannot be divided without prejudice.

20

And an order of the Court bearing date August 1, 1843 ordering the said premises sold at public auction to the highest bidder.

The record of the Surrogate's office dated January 29, 1844, showing the sale of the property mentioned in the complaint herein to John Runk and Thomas Cherry for the sum of \$232.75. The date of such sale was December 23, 1843.

30

Also the record showing approval by the Court of said Commissioners, and a direction that they execute a deed of conveyance to the said purchasers.

Also the record of the Surrogate's office, as appears in Orphans' Court Minute Book No. 9, at page 83, which shows the report of the said Commissioners after such sale.

Record.

I offer in evidence deed dated January 13, 1844, John Runk and Thomas Cherry, to John White, certified copy of such deed, which is recorded in the Clerk's office in Volume 98, page 152.

(Certified copy of deed referred to and offered in evidence is marked Exhibit P. 2.) 10

Mr. McGovern: Also deed from John Runk and Thomas Cherry and wives to John White, dated January 13, 1844, which deed is recorded in Volume 98, page 150, and which states that the said John White holds in trust for the use of Susan Connor, wife of George Connor.

(Certified copy of deed referred to and offered in evidence is marked Exhibit P. 3.)

Mr. McGovern: Both of the aforesaid deeds conveyed a one-half interest. 20

Also deed, John White and Susan Connor to George W. Connor, which deed is dated April 14, 1871 and is recorded in Volume 148 of Deeds at page 180.

(Certified copy of deed referred to and offered in evidence is marked Exhibit P. 4.)

Mr. McGovern: Also deed, John White and Serusah, his wife, to Henry B. Snyder, dated November 30, 1871, which deed is recorded in Volume 149 of Deeds at page 386. 30

(Certified copy of deed referred to and offered in evidence is marked Exhibit P. 5.)

Mr. McGovern: Also deed, Henry B. Snyder and wife to John W. Connor, dated February 16, 1874, recorded in Volume 156, page 153.

(Certified copy of deed referred to and offered in evidence is marked Exhibit P. 6.)

Record.

Mr. McGovern: Also deed, John W. Connor to Rachel Ann Dilts, dated September 14, 1876, recorded in Volume 166 of Deeds, page 409.

(Certified copy of deed referred to and offered in evidence is marked Exhibit P. 7.)

10 Mr. McGovern: Also deed, Rachel Ann Dilts and husband to John W. Connor, dated December 14, 1891, recorded in Volume 238 of Deeds page 66.

(Certified copy of deed referred to and offered in evidence is marked Exhibit P. 8.)

Mr. McGovern: It is further stipulated that the records do not show any conveyance of the property described in the complaint to the defendant.

20 I also want to introduce in evidence an act of the Legislature, under which this defendant company was authorized to incorporate, which act was found in Pamphlet Laws 1836, at page 79.

Mr. Hayhurst: Will you introduce the amendment as well.

Mr. McGovern: Also the amendment to said act of incorporation, which act is found in Pamphlet Laws 1855 at page 283.

30 If the Court please, I have a certified copy here. Perhaps it might help the Court. Shall I put it in?

Mr. Hayhurst: Well, put this in.

(Certified copy referred to and offered in evidence is marked Exhibit P. 9.)

The Court: Are there any further stipulations?

Mr. McGovern: I do not think I have anything further to offer.

Record.

Mr. Eastburn: I have in mind the thought that we expressed before, that also in this stipulation it should appear that during all the time that the defendant has occupied this property no claim has been made by the plaintiff or his predecessors in title upon the defendant for the possession of the land occupied by the defendant nor for any share in the profits of the use of that land by the defendant, and nothing for the use of the land occupied by the defendant until the bringing of this action. 10

Mr. McGovern: As a matter of fact, we have no knowledge—

Mr. Eastburn: That was one of the things I thought we agreed upon in chambers this morning. 20

(After discussion.)

(Previous stipulation read, as follows: “Mr. Eastburn: I have in mind the thought that we expressed before, that also in this stipulation it should appear that during all the time that the defendant has occupied this property no claim has been made by the plaintiff or his predecessors in title upon the defendant for the possession of the land occupied by the defendant nor for any share in the profits of the use of that land by the defendant, and nothing for the use of the land occupied by the defendant until the bringing of this action.”) 30

Mr. Eastburn: And that nothing has been paid by the defendant to the plaintiffs or their predecessors in title during the occupancy of the land by the defendant.

Mr. McGovern: We are willing to admit that the proof produced on behalf of the defendant would show that the predecessors in title of these 40

Record.

plaintiffs never made any demand upon the defendant for any part of the profits or for the possession of the land occupied by the defendant, and that the defendant could also prove that they had paid nothing for the possession of the land.

Mr. Eastburn: That is practically the same.

10 The Court: Yes.

Mr. Eastburn: Mr. Hayhurst, who is chief of counsel, is satisfied with that stipulation.

Mr. McGovern: Now we will have to brief this, and I think we can get a brief here by the twenty-third.

Mr. Hayhurst: Brief to be filed by the plaintiffs by December twenty-third.

20 Mr. McGovern: In this particular case if we prove a record title, under the cases it is for them to prove some defense. As I remember the opening, they have no fault to find as to our record title but have a right to possession through a lapse of some sixty years, which makes them the moving party on that part of the defense.

(After discussion.)

Mr. McGovern: We will file our brief first and we would like to have an opportunity of replying to defendant's brief.

30 The Court: You may file a brief and let them file an answering brief and you may reply to that.

Mr. McGovern: Yes, sir.

Mr. Hayhurst: They will file a brief within ten days and we will answer it in ten days after we receive their brief.

(After further discussion.)

40 Mr. McGovern: The plaintiffs admit that they have no testimony to prove affirmatively how the defendant came into possession of this property.

Record.

(After further discussion.)

Mr. Malloy: It is stipulated and agreed that the decision of the Court shall go only to the land now occupied and used by the bridge and its appurtenances.

Mr. Eastburn: And the land over which the bridge is built and its approaches. 10

Mr. Malloy: And as to the rest of the land the defendant asserts no claim of any kind.

Mr. McGovern: Do you want to put on the record that it is admitted that any legal argument may be made as to the facts admitted?

The Court: Ladies and gentlemen of the jury, the parties to this suit that you have been sworn to try have agreed to submit the issues involved to the Court for decision without a jury, on a stipulation of the facts and upon briefs to be submitted by counsel. Under those circumstances the foreman of the jury will be withdrawn and the jury relieved from the further consideration of this case and the case continued on the list. 20

30

40

Exhibit P. 1.

EXHIBIT P. 1.

The Executors of George) This Indenture,
 Wall Esq. deceased.) made the first day
) of April in the
 to)
 Jabez White) year of our Lord

10 One Thousand Eight Hundred and Eleven: Between Doctor John Wilson, Joshua Beans and Thomas Wall executors to the last will and testament of George Wall Esquire late of the township of Solebury in the county of Bucks and State of Pennsylvania deceased, of the one part: and Jabez White of the Township of Solebury in the County of Bucks aforesaid of the other part: Whereas Isaiah Quinby and Miriam his wife by deed dated the twenty fourth day of

20 March A. Domini 1801, did grant and confirm unto the said George Wall a certain Island in the river Delaware, called Bulls Island, and the said George Wall died lawfully seized of a certain part thereof, made his last will and Testament in writing, dated 1st day of May 1801, and therein authorized & impowered his said executors to make good and sufficient deeds, titles, and conveyances for all or any part of his real estate: Now this Indenture Witnesseth, That the said

30 John Wilson, Joshua Beans and Thomas Wall for and in consideration of the sum of Three Hundred and Forty six dollars and sixty seven cents to them in hand paid by the said Jabez White at and before the sealing and delivery hereof the receipt whereof they the said John Wilson, Joshua Beans and Thomas Wall do hereby acknowledge and thereof and therefrom do acquit exonerate, release & discharge the said Jabez White his heirs and assigns and every of them forever by these presents Have granted, bar-

40

Exhibit P. 1.

gained, sold, released, conveyed and confirmed, and by these presents *presents* do grant bargain sell, release & confirm unto the said Jabez White his heirs and assigns the above mentioned certain part of Bulls Island: Bounded and described as follows viz:—Beginning at the edge of the river Delaware, thence North thirteen degrees east about thirty links to a corner; thence north fifty five degrees thirty minutes West fifteen chains and thirty two links north forty five degrees thirty minutes West three chains north forty one degrees east one chain north forty nine degrees West eight chains and seven links, north twenty three degrees forty five minutes West three chains & seventy seven links thence by a strip left for a road, north thirty seven degrees thirty minutes east seven chains & seventy three links to a stone on the bank of Bulls creek thence up the same north forty nine degrees West two perches, thence South thirty seven degrees thirty minutes West to the edge of the river Delaware, thence down the several courses thereof to the place of Beginning: Containing by Computation about five acres (more or less) and the land share to Snap Fishery, and the hereditaments & appurtenances thereof and the reversions, remainders, rents, issues and profits thereof and all the estate, right, title, interest, property, claim and demand whatsoever in law and in equity of them the said John Wilson, Joshua Beans and Thomas Wall or either of them, of, in, to or out of the same, excepting the rights, liberties, & privileges given & granted by the aforesaid Isaac Quinby to certain Fisherman by a lease dated the — day of — Anno Domini

To Have and To Hold the above described five acres (more or less) of land hereditaments and

10

20

30

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Exhibit P. 1.

premises with the appurtenances and every part
 and parcel thereof unto the said Jabez White his
 heirs and assigns to the only proper use benefit
 and behoof of him the said Jabez White his
 heirs and assigns forever (excepting as above ex-
 cepted) and the said John Wilson, Joshua Beans
 10 and Thomas Wall for themselves and their heirs
 do covenant, promise, grant and agree to and
 with the said Jabez White his heirs and assigns
 that the said John Wilson, Joshua Beans &
 Thomas Wall the said above described five acres
 (more or less) of land hereditaments and prem-
 ises hereby granted or mentioned so to be with
 the appurtenances unto the said Jabez White
 his heirs and assigns against them the said John
 Wilson, Joshua Beans & Thomas Wall and
 20 against all and every other person & persons
 whomsoever lawfully claiming or to claim by
 from or under them or any of them: Shall and
 Will Warrant and forever defend by these pres-
 ents: In Witness Whereof the said parties to
 these presents have hereunto interchangeably set
 their hands & seals dated the day & year first
 above written.

Sealed & delivered in the presence of us.)

W. Hutchinson: Jno. Ruckman)

30

John Wilson (Seal)

Joshua Beans (Seal)

Thomas Wall (Seal)

40

Bucks S.S.) On the tenth day of April—before
 me the subscriber one of the associate Judges in
 and for the county Bucks, came the above named
 John Wilson, Joshua Beans & Thomas Wall and
 acknowledged the above written Indenture to be
 their act and deed in and form of law and desired

Exhibit P. 1.

the same might be recorded as such, witness
(Seal) my hand and seal the day and year
aforesaid.

W. Hutchinson

State of New Jersey, Hunterdon County S.S.) 10

Be It Known that on the seventh day of March
in the year of our Lord One Thousand Eight
Hundred and Sixteen came before me Peter
Fisher one of the Judges of the court of common
pleas in and for said county John Ruckman one
of the subscribing witnesses and being sworn ac-
cording to law on his oath saith that he saw John
Wilson, Joshua Beans and Thomas Wall the
within grantors sign, seal and deliver the within
deed for the uses and purposes therein men- 20
tioned: Sworn before me the seventh day of
May 1816. Recorded May 7th 1816, —. —.)
—.—. P. Fisher) Jno. Ruckman.

STATE OF NEW JERSEY,)
(STATE SEAL) } ss.
COUNTY OF HUNTERDON.)

I, CHARLES LLOYD FELL, Clerk of the County of
Hunterdon, in the State of New Jersey aforesaid, 30
do hereby certify the foregoing to be a true copy
of the record of a certain DEED as the same is
recorded on the 7th day of May A. D., 1816, in
Volume 25 of Deeds for said County at page
452.

IN TESTIMONY WHEREOF, I have hereunto set
my hand and the seal of said County this 27th
day of November A. D. 1929.

(SEAL) C. LLOYD FELL,
County Clerk. 40

*Exhibit P. 1-A.***EXHIBIT P. 1-A.****Surrogate's Certificate.**

JABEZ WHITE)
 Deceased.)

10

State of New Jersey,
 Hunterdon County, ss.

20

(Seal) I, George Maxwell, Surrogate of the County of Hunterdon, do certify, that on the 27th day of April, Instant, administration of all & singular, the goods, chattels, rights & credits, which were of Jabez White, late of the County of Hunterdon, who died intestate, was granted, by me to Joseph White & Peter H. Dilts of said County, who are duly authorized to administer the same agreeably to law.

Witness my hand & seal of Office the twenty-seventh day of April, in the year of our Lord Eighteen hundred and thirty three.
 Bond in \$800.00)

G. Maxwell
 Surrogate.

30

John White and)
 Samuel Hill)
 Security)

40

Exhibit P. 1-A.

EXHIBIT P. 1-A.

Petition.

To the Orphans' Court of the County of Hunterdon:—

The petition of Francis Tomlinson humbly showeth. That Jabez White of said County departed this life on or about the seventh day of April in the year of our Lord one thousand eight hundred and thirty three without a will & intestate seized of a considerable Real Estate in fee simple in said County ~~by reason whereof~~ That the said Jabez White left a widow Rachel White and seven children to wit—Joseph, John Catherine & Susan who are of the age of twenty one years and Hiram Richard and Samuel who are under the age of twenty one years—by reason whereof the said Real Estate hath descended to his said children as his heirs at law who now hold the same undivided as tenants in common subject to the right of Dower of the said Rachael White the widow of said deceased. That the said Susan hath intermarried with one George Conner and by him has had children born alive so that the said Conner hath thereby acquired a life estate to the share of his said wife in the Premises. That since the marriage of the said Susan to the said Conner your Petitioner hath obtained a judgment in the Inferior Court of Common Pleas of the County of Hunterdon by virtue of which Judgment all the right title and interest of the said Conner was levied on and sold by the Sheriff of the County of Hunterdon aforesaid and that your petitioner at that sale became the purchaser of all the right title and interest of the said George Conner in the said premises. That by

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Exhibit P. 1-A.

reason of the minority of the said Hiram Richard and Samuel as above mentioned no division can be made by agreement between the said heirs & your petitioner. Wherefore your Petitioner prays that the Orphans' Court for the County of Hunterdon aforesaid, would be pleased to order
 10 & decree a division of all the real estate of the said Jabez White, deceased, whereof he died seized in fee simple in the County of Hunterdon aforesaid between your petitioner and the remainder of the heirs of the said deceased, by metes & bounds to be held in severalty in manner prescribed by law and your Petitioner &c.

Francis Tomlinson
 by his Attorney J. N. Reading

20 Dated March 30th 1837;

EXHIBIT P. 1-A.**Order for Division.****HUNTERDON ORPHANS' COURT.**

Special Term, March 30, 1837.

30 REAL ESTATE OF) *Order for*
 IABEZ WHITE, dec'd.) *Division.*

Application being made to this Court by Francis Tomlinson, stating, That Iabez White, of the County of Hunterdon, departed this life on or about the Seventh day of April in the year of our Lord Eighteen hundred and thirty three, without a will and intestate seized of considerable real Estate in fee simple in said County, that the said
 40 Iabez White left a widow, Rachel White and

Exhibit P. 1-A.

seven children, to wit, Joseph, John, Catherine & Susan, who are of the age of twenty one years, and Hiram, Richard and Samuel, who are under the age of twenty-one years. By reason whereof the said Real Estate hath descended to his said children as heirs at law, who now hold the same undivided as tenants in common subject to the right of dower of the said Rachel White the widow of said deceased. That the said Susan hath intermarried with one George Conner, and by him has had children born alive, so that the said Conner hath thereby acquired a life estate to the share of his said wife in the premises. That since the marriage of the said Susan to the said Conner, the said petitioner obtained a judgment in the Inferior Court of Common Pleas of the County of Hunterdon by virtue of which judgment, all the rights, title and interest of the said Conner was levied on and sold by the Sheriff of the County of Hunterdon aforesaid, and the said petitioner at that same, became the purchaser of all the right, title and interest of said George Conner, in the said premises. That by reason of the minority of the said Hiram Richard and Samuel as above mentioned, no division can be made by agreement between the said heirs and the said petitioner. Praying therefore, that this court would be pleased to Order & decree a division of all the real Estate of the said Iabez White, deceased, whereof he died seized in fee simple in said County between the said petitioner and the remainder of the heirs of the said deceased, by metes and bounds, to be held in severalty in manner prescribed by law. And whereas, the several matters so stated appear to the court to be true. Therefore, on the said application it is Ordered & decreed by the Court,

Exhibit P. 1-A.

that Adam C. Davis, David B. Warford and George Opdycke, being, three disinterested persons, now, appointed by the Court, do make division of all the real estate whereof the said Iabez White died seized in fee simple in said County of Hunterdon, by metes and bounds, between the said petitioner and the other heirs at law of the said Iabez White, dec'd, agreeably to law. And it is further ordered that the report of the said Commissioners or any two of them, made to the next Orphans' Court after the division in writing, under their seals & approved by the Court, shall be conclusion to all parties concerned.

A. true copy from the Minutes.

W. H. Sloan
Clerk.

EXHIBIT P. 1-A.**Oath of Commissioners.**

Hunterdon, ss.:

Adam C. Davis, David R. Warford and George Opdycke, commissioners appointed by the Orphans' Court of said County to make division of the real Estate whereof Iabez White died seized in said County, being duly sworn according to law, did severally depose and say, that they will honestly, faithfully & impartially make partition of the said lands among the several owners thereof, according to the best of their skill, knowledge and Judgment.

George Opdycke
D. R. Warford
Adam C. Davis

Exhibit P. 1-A.

Sworn and subscribed before me
April 28, 1837.

I. H. Dilts J. P.

EXHIBIT P. 1-A.

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Report of Commissioners.

We, the Subscribers, commissioners, appointed to make division of certain real Estate whereof Iabez White died seized in the County of Hunterdon, at the present term make, report, then having met at the house of Richard Bennet, in the township of Kingwood in said County, and after having been duly sworn according to law, did proceed to view the premises mentioned in the foregoing order, and that after duly considering the same, we are unanimously of the opinion, that the said Real Estate cannot be divided among the several owners thereof without great prejudice to all parties interested therein.

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George Opdycke
D. R. Warford
Adam C. Davis

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Dated at the house of the said
Richard Bennet April 29 A. D.
1837

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Exhibit P. 1-A.

EXHIBIT P. 1-A.

Order.

HUNTERDON ORPHANS COURT

May Term 1837

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The court on considering this case think it not expedient or proper under the circumstances of this case to order the premises to be sold but recommend to the commissioners to review the premises and if practicable set off a portion of the property equal to one seventh of two thirds thereof in value & to ascertain and report to this court at the next term what is the *annual* value of the whole premises, and of one seventh of two thirds thereof per year.

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Benj. Egbert
Jno. D. Thompson
Joseph Johnston

EXHIBIT P. 1-A.

Petition.

30 To the Judges of the Orphans' Court of the County of Hunterdon.

The petition of William H. White, humbly showeth, that he is one of the children and heirs at law of Iabez White, late of the County of Hunterdon, who died without a will and intestate, seized of considerable Real Estate in fee simple in said County. That commissioners were appointed by this Court at a special Orphans Court, hereto, on the 30th day of March A. D. Eighteen Hundred and thirty seven, to make par-

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Exhibit P. 1-A.

tition & division of said Real Estate, that there upon the commissioners then appointed to make division as aforesaid, to wit; George Opdycke, David R. Warford & Adam C. Davis, had proceeded to make division of all the said Real Estate, one of the said commissioners, to wit, David R. Warford, removed from this County, to the State of Pennsylvania, which prevented the other commissioners from proceeding any further in the division of said Real Estate, Your petitioner therefore prays that this court, would be pleased to appoint another commissioner in the place turn or stead of the said David R. Warford to act in cooperation with the said George Opdycke and Adam C. Davis, in making the division of the said Real Estate.

And your petitioner &c.

Dated Apr. 25, 1843.

William H. White.

EXHIBIT P. 1-A.**Order.**

REAL ESTATE OF IABEZ WHITE, DECD.

Petition for the appointment of a comr. to supply a vacancy.

April Term 1843.

The court allows & approves the within petition & appoints Wilson Bray, Esq. a commissioner to supply the vacancy within named, agreeably to the lawyer of the petitioner.

David P. Shrope
Jno. Rockafellow
Peter R. Fisher

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Exhibit P. 1-A.

EXHIBIT P. 1-A.

Oath of Commissioner.

Hunterdon SS.

10 Wilson Bray, Esq. the within named commissioner appointed to make division of the Real Estate of Iabez White decd being duly sworn did depose and say, that he will faithfully and impartially make division of said real estate according to the best of his skill, judgment and abilities without favor, or partiality

Wilson Bray

Sworn & subscribed before me Apl.
25, 1843.

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Samuel Hill
Justice of the Peace.

EXHIBIT P. 1-A.

Report of Commissioners.

30 To the Judges of the Orphans Court of the County of Hunterdon.

The subscribers, commissioners appointed to make division of all the Real Estate of Jabez White, dec'd that remains undivided, at the peresent term make report, that having been duly sworn according to law, and received the said Real Estate are unanimously of the opinion, that the same cannot be divided among the owners

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Exhibit P. 1-A.

thereof, without great prejudice to their several interests in the same ~~of the heirs of deed.~~

Dated August 1, 1843.

George Opdycke
A. C. Davis
Wilson Bray 10

EXHIBIT P. 1-A.**Order.**

REAL ESTATE OF IABEZ WHITE, dec'd.

Order for Sale on Report of Commissioners.
AUGUST, 1843. 20

The court allows and approves the within Report, and orders the within named commissioners to make sale of the premises therein named at public auction to the highest bidder, they giving the previous notice required by law.

Samuel Hill
David P. Shrope
Joseph Thompson 30

Exhibit P. 1-A.

EXHIBIT P. 1-A.

Report of Commissioners.

To the Judges of the Orphans' Court of the County of Hunterdon.

10 George Opdycke, Wilson Bray and Adam C. Davis, commissioners appointed by the Orphans' Court of the County of Hunterdon to make sale of certain Real Estate whereof Jabez White died seized in said County, at the present term make report that they gave notice for at least two months by advertisements signed by themselves and put up in five of the most public places in said county, and also by publishing the same in
 20 The Hunterdon Gazette & Hunterdon Democrat, two of the newspapers, published in this state and circulating in the neighborhood of the Real Estate to be sold, for the same length of time, that they would expose to sale at public vendue to the highest bidder at the house of Richard Bennet, at Bool's Island, on Saturday the 23rd day of December last between the hours of 12 & 5 o'clock P. M. of that day all those three certain lots of land No. 1 Situate in Kingwood on the Delaware, being the Gree Briar property with one land
 30 Man of the Green Brier Fishery attached thereto, containing $64\frac{3}{4}$ acre. No. 2 being the Snap Fishery property, situate on Bool's Island & contains 5 acres & No. 3 Situate in the Township of Delaware adjoining lands of Nathaniel Saxton & others, containing $9\frac{3}{10}$ acres of land.

And at the time and place therein named, they did expose the said property to sale as aforesaid, and John Runk & Elijah Heath then and there bidding for the Green Briar Property the sum
 40 of four hundred and two dollars and no person

Exhibit P. 1-A.

bidding more the same was then and there in due form of law struck off and sold to them for that sum, and they declared the purchasers, that John Runk & Thomas Cherry, bid for the Snap Fishery property, the sum of two hundred thirty two dollars and seventy five cents & no person bidding more the same was also struck off and sold to them for that sum and they declared the purchasers & that Joseph Rodman then & there bid for Lot No. 3 the sum of One hundred thirty nine dollars and fifty cents & no person bidding more the same also was struck and sold to him for that sum and he declared the purchaser on condition that the purchase money be paid in two Equal annual payments the first on the first day of April A. D. 1844. 10

All of which is duly submitted to the Court for allowance & confirmation 20

Dated Jany. 29, A. D. 1844

A. C. Davis
~~Asa Jones~~
 William Taylor
 George Opdycke
 Wilson Bray

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*Exhibit P. 2.***EXHIBIT P. 1-A.****Order.**

REAL ESTATE OF IABEZ WHITE,
deceased.

10 Report of Sale by Comrs.

Jany Term. 1844.

The court allows & approves the within report & sale, & order the said commissioners to make and execute good & sufficient deeds of conveyance in the law for the same to the several purchasers.

20 John Barber
Samuel Hill
Joseph Brown

EXHIBIT P. 2.

John Runk Thos Cherry) This Indenture
& wives) made this thir-
to) tenth day of Janu-
John White) ary in the year of
30 our Lord one thousand eight hundred and forty
four Between John Runk and Emma his wife
and Thomas Cherry and Catherine his wife, all
of the Township of Kingwood in the County of
Hunterdon and State of New Jersey party of
the first part and John White of the township
of Delaware County & State aforesaid party of
the second part Witnesseth that the said party
of the first part, for and in consideration of
the sum of one hundred sixteen dollars and thirty
40 seven cents lawful money of the United States,

Exhibit P. 2.

to them in hand well and truly paid by the
said party of the second part, before the seal-
ing and delivery of these presents, the receipt
whereof they hereby acknowledge, have granted,
bargained sold, aliened, enfeoffed, released, and
confirmed and by these presents do grant bar-
gain sell alien enfeoff release and confirm unto
the said party of the second part his heirs and
assigns—All the undivided moiety or half part
of all that certain tract or parcel of land &
premises, situate on Bools Island, in the town-
ship of Delaware aforesaid, bounded and de-
scribed as follows, to wit: BEGINNING at the
River Delaware thence North thirteen degrees
East, about thirty links to a corner, thence North
fifty five degrees and a half west fifteen chains
and thirty two links, thence North forty five
degrees and three quarters West three chains,
thence North forty one degrees East one chain,
thence North forty nine degrees west eight chains
& seven links, thence north twenty three degrees
and three quarters west three chains and seventy
seven links, thence by a strip left for a road,
North thirty seven degrees and a half East,
seven chains and seventy three links to a stone
on the bank of Bools Creek, thence up the same
north forty nine degrees west, two perches
thence south thirty seven degrees and a half
west to the edge of the River Delaware and
thence down the same the several courses thereof
to the place of Beginning containing about five
acres of land more or less. Also the undivided
half part of the land share in Snap Fishery—
Together with all and singular the buildings im-
provements, ways, woods, waters, water courses,
rights liberties, privileges, hereditaments and
appurtenances to the same belonging or in any
wise appertaining and the reversion and rever-

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Exhibit P. 2.

sions, remainder and remainders rents issues and
 profits thereof and of every part and parcel
 thereof. And also, all the estate, right, title,
 interest, use, possession, property, claim and
 demand whatsoever both in Law and equity, of
 them the party of the first part of, in and to
 10 the said premises, with the appertenances; To
 Have and to Hold the said undivided half part
 of the above described lands, tenements heredita-
 ments and premises hereby granted, and every
 part and parcel thereof with the appurtenances,
 unto the said party of the second part his heirs
 and assigns to the only proper use, benefit and
 behoof of him the said party of the second part,
 his heirs and assigns forever. And the said
 John Runk and Thomas Cherry party aforesaid
 20 of the first part, for themselves, their heirs,
 executors and administrators do hereby covenant,
 promise, and agree to and with the said John
 White party of the second part, his heirs and
 assigns, that at the time of the sealing and de-
 livery hereof they the said party of the first
 part were seized in their own right of an absolute
 and indefeasible estate of inheritance in fee
 simple, of and in all and singular the premises
 hereby granted, with the appurtenances, and has
 good right, full power and sufficient authority
 30 in law to grant, bargain, sell, and convey the
 same unto the said party of the second part,
 his heirs and assigns forever, according to the
 true intent meaning of these presents; And also,
 that it shall and may be lawful for the said
 party of the second part, his heirs and assigns,
 at all times forever hereafter peaceably and
 quietly to have hold use occupy possess, and
 enjoy the said premises, with the appurtenances
 and every part, and parcel thereof without the

Exhibit P. 2.

lawful let suit eviction interruption or disturbance of the said party of the first part, their heirs or assigns, or any other person—And lastly that they the said party of the first part their heirs, all and singular the undivided half part of the said lands, hereditaments and premises hereby granted with the appertenances unto the said party of the second part, his heirs and assigns against them the said party of the first part, their heirs—shall and will warrant and forever defend. In Witness Whereof the said party of the first part have hereunto set their hands and seals the day and year first above written

John Runk	(Seal)	
Emma Runk	(Seal)	
Thomas Cherry	(Seal)	20
Catharine Cherry	(Seal)	

Signed sealed & Delivered in the presence)
of N. B.)
the two clauses in the foregoing deed, embracing the General warrantee were erased) and noticed previous to execution)

Joseph Chapman

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State of New Jersey)
Hunterdon County ss)

Be It Remembered that on this thirteenth day of January in the year of our Lord one thousand *one thousand* eight hundred and forty four before me Joseph Chapman one of the commissioners appointed to take the acknowledgments and proof of deeds in and for said county personally appeared John Runk and Emma his

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Exhibit P. 2.

wife Thomas Cherry and Catharine his wife did severally acknowledge that they signed sealed and delivered the same as their voluntary act and deed. And the said Emma Runk and Catharine Cherry on a private, examination separate and apart from their said husbands acknowledged
 10 that they executed the same voluntarily without any fear threats or compulsion from their said husbands.

Joseph Chapman
 Comr.

Recorded July 24th 1850

STATE OF NEW JERSEY, }
 20 COUNTY OF HUNTERDON. }^{ss.}

I, CHARLES LLOYD FELL, Clerk of the County of Hunterdon, in the State of New Jersey aforesaid, do hereby certify the foregoing to be a true copy of the record of a certain DEED as the same is recorded on the 24th day of July A. D., 1850, in Volume 98 of Deeds for said County at page 152.

IN TESTIMONY WHEREOF, I have
 30 hereunto set my hand and the seal
 (SEAL) of said County this 6th day of December A. D. 1929

C. LLOYD FELL,
 County Clerk.

*Exhibit P. 3.***EXHIBIT P. 3.**

John Runk Thos. Cherry) This Indenture
 & wives) made the thir-
 to) tenth day of
 John White) January in the
 year of our Lord eighteen hundred and forty 10
 four Between John Runk and Emma his
 wife and Thomas Cherry and Catharine his wife
 all of the township of Kingwood in the County
 of Hunterdon and State of New Jersey, party
 of first part, and John White of the township
 of Delaware, County and State aforesaid party
 of the second part, Witnesseth, that the said
 party of the first part, in consideration of the
 sum of one hundred sixteen dollars and thirty
 seven cents to them in hand paid by the said 20
 party of the second part have and by these
 presents, do grant bargain sell, and convey unto
 the said party of the second part all the un-
 divided moiety or half part of all that certain
 tract or parcel of land situate on Bools Island,
 in the township of Delaware aforesaid bounded
 and described as follows to wit Beginning at
 the river Delaware, thence north thirteen degrees
 East, about thirty links to a corner thence North
 fifty five degrees and a half west fifteen chains 30
 and thirty two links, thence North forty five
 degrees and a half west, three chains, thence
 North forty one degrees East, one chain thence
 North forty nine degrees West eight chains and
 seven links, thence North twenty three degrees
 and three quarters West three chains and seventy
 seven links thence by a strip left for a road north
 thirty seven degrees and a half East, seven
 chains and seventy three links to a stone on
 the bank of Bools Creek thence up the same
 North forty nine degrees west two perches thence 40

Exhibit P. 3.

South thirty seven degrees and a half West to the edge of the river Delaware, and thence down the same the several courses thereof to the place of BEGINNING containing about five acres of land more or less—Also the one half of the land share in Snap Fishery—Together with the appurtenances; To Have & to Hold unto the said John White, his heirs and assigns—In Trust Nevertheless to and for the use of Susan Conner wife of George Conner and that he the said John White, shall and will permit the said Susan Conner to possess and enjoy the same, and receive the rents issues and profits thereof and to rent the same to any tenant for her own separate use during her life; And in further trust, after the decease of the said Susan Conner, to convey the same in fee simple (provided the same shall not be previously disposed of through the joint act of the said John White and Susan Conner) to such person or persons as, at the time of her death may be her heir or heirs at Law according to the Laws of the State of New Jersey for the time being.

In Witness Whereof the said party of the first part have hereunto set their hands and seals the day and year first above written.

30	John Runk	(L. S.)
	Emma Runk	(L. S.)
	Thomas Cherry	(L. S.)
	Catharine Cherry	(L. S.)

Sealed and delivered)
in the presence of)
Joseph Chapman)

Exhibit P. 3.

State of New Jersey)
Hunterdon County SS.)

Be It Remembered that on this thirteenth day of January in the year of our Lord one thousand eight hundred and forty four before me Joseph Chapman one of the commissioners appointed to take the acknowledgments and proof of deeds in and for said County personally appeared John Runk and Emma his wife, Thomas Cherry and Catharine his wife, and I having made known to them the contents of the within Deed, and being satisfied that they are the grantors therein named, the said John Runk and Emma his wife, Thomas Cherry and Catharine his wife, did severally acknowledge that they signed, sealed, and delivered the same as **their voluntary act and deed**, And the said Emma Runk and Catharine Cherry on a private and separate examination apart from their said husbands acknowledged that they executed the same voluntary without, any fear, threats or compulsion from their said husbands.

Joseph Chapman Comr.

Recorded July 24th 1850

STATE OF NEW JERSEY, }
COUNTY OF HUNTERDON. }ss.

I, CHARLES LLOYD FELL, Clerk of the County of Hunterdon, in the State of New Jersey aforesaid, do hereby certify the foregoing to be a true copy of the record of a certain DEED as the same is recorded on the 24th day of July A. D., 1850, in Volume 98 of Deeds for said County at page 150.

Exhibit P. 4.

IN TESTIMONY WHEREOF, I have
 hereunto set my hand and the seal of
 (SEAL) said County this 27th day of Novem-
 ber A. D. 1929.

C. LLOYD FELL,
 County Clerk.

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EXHIBIT P. 4.

John White &) This Indenture made the
 Susan Conner) fourteenth day of April in
 to) the year one thousand
 John W. Conner) eight hundred and seventy
 one Between John White and Susan Conner of
 20 the Township of Delaware County of Hunterdon
 and State of New Jersey of the first part and
 John W. Conner of the Town of Lambertville
 in the County of Hunterdon and State of New
 Jersey secind part Witnesseth that the said par-
 ties of the first part for and in consideration of
 the sum of two hundred and fifty dollars lawful
 money of the United States of America to them
 in hand well and truly paid by the said party
 of the second part at or before the sealing and
 30 delivery of these presents the receipt whereof
 is hereby acknowledged and the said party of
 the first part therewith fully satisfied contented
 and paid have given granted bargained sold
 aliened released enfeoffed conveyed and cin-
 firmed and by these presents do give grant
 bargain sell alien release enfeoff cinvey and
 cinform to the said party of the secind part and
 to his heirs and assigns forever All the un-
 divided moiety or half part of all that certain
 tract or parcel of land and premises hereinafter
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Exhibit P. 4.

particularly described situate lying and being in the Township of Delaware in the County of Hunterdon and State of New Jersey and Bounded and described as follows to wit Beginning at the River Delaware thence North thirteen degrees East about thirty links to a corner thence North fifty five and a half degrees west fifteen chains and thirty two links thence North forty five degrees and a half west three chains thence North forty one degrees East one chain thence *thence* North forty nine degrees west eight chains and seven links thence North twenty three degrees and three quarters west three chains and seventy seven links thence by a strip left for a road North thirty seven degrees *degrees* and a half East seven chains and seventy three links to a stone on the bank of Bools Creek thence up the same North forty nine degrees west two perches thence South thirty seven degrees and a half west—to the edge of the River Delaware and thence down the same the several courses thereof to the place of Beginning containing about five acres of land more or less Also the one half of the land share in Shays Fishery It being the same tract of land and premises conveyed to the said John White and Susan Conner by John Runk and Emma his wife Thomas Cherry and Catharine his wife by their deed dated the thirteenth day of January A. D. 1844 and recirded in the Clerks Office of the County of Hunterdon in Vol 98 of Deeds folio 150 to 152 reference to the same being had it will more fully and at large appear Together with all and singular the houses buildings trees ways waters profits privileges and advantages with the appurtenances to the same belinging or in any wise appertaining Also all the estate right title interest prop-

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Exhibit P. 4.

erty claim and demand whatsoever of the said parties of the first part of in and to the same and of in and to the every part and parcel thereof To Have and to hold all and singular the above described ~~land~~ tract or parcel of land and premises with the appurtenances unto the
10 said party of the second part his heirs and assigns to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever And the said John White and Susan Conner do for themselves their heirs executors and administrators covenant and grant to and with the said party of the second part his heirs and assigns that they the said John White and Susan Conner are the true lawful and right
20 owners of all and singular the above described land and premises and of every part and parcel thereof with the appurtenances thereunto belonging And that the said land and premises or any part thereof at the time of the sealing and delivery of these presents are not encumbered by any mortgage judgment or limitation or by any encumbrance whatsoever by which the title of the said party of the second part hereby made or intended to be made for the above described land and premises can or may be changed
30 charged altered or defeated in any way whatsoever And also that the said parties of the first part now have good right full power and lawful authority to grant bargain sell and convey the said land and premises in manner aforesaid And also that John White and Susan Conner will warrant secure and forever defend the said land and premises unto the said John W. Conner heirs and assigns forever against the lawful claim and demands of all and every person and persons freely and clearly freed and discharged of
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Exhibit P. 5.

STATE OF NEW JERSEY, }
 (STATE SEAL) } ss.
 COUNTY OF HUNTERDON. }

10 I, CHARLES LLOYD FELL, Clerk of the County of Hunterdon, in the State of New Jersey aforesaid, do hereby certify the foregoing to be a true copy of the record of a certain DEED as the same is recorded on the 17th day of April A. D., 1871., in Volume 148 of Deeds for said County at page 180.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of (SEAL) said County this 27th day of November A. D. 1929.

20 C. LLOYD FELL,
 County Clerk.

EXHIBIT P. 5.

30 John White & Serusah) This Indenture made
 to) this thirtieth day of
 Henry B. Snyder) November in the year
 of our Lord one thou-
 sand eight hundred and seventy one Between
 John White and Serusah his wife of the Town-
 ship of Delaware in the County of Hunterdon
 and State of New Jersey of the first part and
 Henry B. Snyder of the same place party of the
 second part Witnesseth that the said party of the
 first part for and in consideration of the sum of
 One hundred and fifty dollars lawful money of
 the United States to him in hand well and truly
 paid by the said party of the second part before
 the sealing and delivery hereof the receipt

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Exhibit P. 5.

whereof is hereby acknowledged hath granted bargained sold aliened released cinveyed and confirmed and by these presents doth grant bargain sell alien release cinvey and cinfirm unto the said party of the second part his heirs and assigns all the undivided moiety or half part of all that certain tract or parcel of land and premises situate on Booles Island in the township of Delaware aforesaid bounded and described as follows Viz Beginning at the river Delaware thence North thirteen degrees East about thirty links to a corner thence North fifty five degrees and a half West fifteen chains and thirty two links thence North forty five degrees and three quarters west three chains thence North forty one degrees East one chain thence North forty nine degrees west eight chains and seven links thence North twenty three degrees and three quarters west three chains and seventy seven links thence by a strip left for a road North thirty seven and a half East seven chains and seventy three links to a stone on the bank of Booles Creek thence up the same North forty nine degrees west two perches thence South thirty seven degrees and a half west—to the edge of the River Delaware and thence down the same the several courses thereof to the place of Beginning containing about five acres of land more or less also the undivided half part of the land share in Snap Fishery being the same undivided one half cinveyed to the said John White by John Runk and Emma his wife and Thomas Cherry and Catharine his wife by deed dated the thirteenth day of January A. D. 1844 and recorded in the Clerks Office of the County of Hunterdon in Vol 98 of Deeds page 152 to 154 reference to the same being had it will more

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Exhibit P. 5.

fully and at large appear together with all and
 singular the buildings improvements rights
 privileges hereditaments and appurtenances
 thereunto belonging and the reversions and re-
 mainders rents issues and profits thereof and
 also all the estate right title interest use pos-
 10 session property claim and demand whatsoever
 either in law or equity of the said party of the
 first part of in and to the said premises with the
 appurtenances to have and to hold the afore-
 said premises hereditaments and appurtenances
 unto the said party of the second part his heirs
 and assigns to the only proper use benefit and
 behoof of him the said party of the second part
 his heirs and assigns forever And the said John
 20 White party aforesaid of the first part for him-
 self his heirs executors and administrators does
 hereby covenant promise and agree to and with
 the said Henry B. Snyder party of the second
 part his heirs and assigns that at the time of the
 sealing and delivery hereof he the said party of
 the first part is seized in his own right of an
 absolute and indefeasible estate in fee simple of
 and in the premises hereby granted with the ap-
 purtenances and hath good and full right power
 and authority to grant and convey the same ac-
 30 cording to the true intent and meaning of these
 presents And also that it shall and may be law-
 ful for the said party of the second part his heirs
 and assigns at all times forever hereafter peace-
 ably and quietly to have hold use occupy possess
 and enjoy the said premises with the appurte-
 nances And lastly that he the said party of the
 first part and his heirs all and singular the prem-
 ises hereditaments and appurtenances hereby
 granted unto the said party of the second part
 his heirs and assigns against him the said party
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Exhibit P. 5.

of the first part and his heirs shall and will warrant and forever defend In Witness Whereof the said party of the first part hath hereunto set their hands and seals the day and year first above written.

Stamped 50c

John White (SEAL)
her
Serusah X White (SEAL)
mark

10

Signed sealed and delivered
in presence of

The clause in the foregoing
deed embracing the general
warrantee were erased and
noted previous to Execution

20

J. H. Boozer

State of New Jersey
Hunterdon County ss.

Be It Remembered that on this—day of—
A. D. Eighteen Hundred and seventy one before
me Charles W. Angel Commissioner &c of Deeds
personally appeared John White and Serusah
his wife who I am satisfied are the grantors men-
tioned in the foregoing deed and the contents
thereof being by me first made known unto them
did thereupon acknowledge that they signed
sealed and delivered the same as their voluntary
act and deed and the said Serusah White wife
as aforesaid upon examination separate and
apart from her said husband acknowledged that

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Exhibit P. 5.

she executed the same *voluntarily* without any fear threat or compulsion from her said husband.

C. W. Angel
Commissioner

Recorded Dec 19th A. D. 1871

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STATE OF NEW JERSEY,
(STATE SEAL) } ss.
COUNTY OF HUNTERDON. }

I, CHARLES LLOYD FELL, Clerk of the County of Hunterdon, in the State of New Jersey aforesaid, do hereby certify the foregoing to be a true copy of the record of a certain DEED as the same is recorded on the 19th day of December A. D., 1871, in Volume 149 of Deeds for said County at page 386.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said County this 27th day of November A. D. 1929.

(SEAL) C. LLOYD FELL,
County Clerk.

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Exhibit P. 6.

EXHIBIT P. 6.

Henry B. Syder &w) This Indenture Made
to) This Sixteenth day of
John W. Conner) February in the year
of our Lord one thou-
sand eight hundred and Seventy four Between 10
Henry B. Snyder and Effa his wife of the Town-
ship of Delaware County of Hunterdon and State
of New Jersey party of the first part And John
W. Conner of the City of Lambertville County of
Hunterdon and State of New Jersey party of the
second part Witnesseth That the said party of
the first part for and in consideration of the sum
of Two Hundred Dollars lawful money of the
United States to them the said party of the first
part in hand well and truly paid by the said party 20
of the second part, Before the sealing and
delivery of these presents the receipt whereof
the said party of the first part do hereby
acknowledge, have granted, bargained, sold
aliened, released, conveyed and confirmed; and
by these presents do grant, bargain, sell, alien, re-
lease, convey and confirm unto the said party of
the second part his heirs and assigns All that
certain undivided moiety or half part of all that
certain Tract or parcel of land and premises 30
situate on Bool's Island in the Township of
Delaware aforesaid Bounded and described as
follows viz "Beginning at the river Delaware
thence North thirteen degrees. East about thirty
links to a corner. Thence North fifty five degrees
and a half west fifteen chains and Thirty two
links Thence North Forty five degrees and Three
quarters west Three chains, thence North Forty
one degrees, East one chain. Thence North forty
nine degrees, west Eight chains and seven links
Thence North Twenty Three degrees and Three 40

Exhibit P. 6.

quarters west Three chains and seventy seven links. Thence By a strip left for a road north Thirty seven and a half East seven chains and seventy Three links to a stone on the Bank of Bools Creek, Thence up the same north forty nine degrees, West Two perches thence South Thirty

10 seven degrees and a half west—To the edge of the River Delaware, and Thence down the same the several *corners* thereof to the place of Beginning Containing about Five acres of land more or less Also the undivided half part of the land share in Snap Fishery Being the same undivided one half conveyed to the said Henry B. Snyder and Effa his wife by John White and Serusah his wife By their deed dated November

20 Thirtieth A. D. 1871 and received in the Clerks Office of Hunterdon County on the nineteenth day of December A. D. 1871 and Recorded in Vol 149 of Deeds page 386 &c. reference to the same Being had it will more fully and at large appear Together with all and Singular the Buildings, improvements, ways woods waters water courses, rights, liberties, privileges hereditaments and appurtenance to the same Belonging or in any-wise Appertaining; And the revision and revisions Remainder and Remainders, rents, issues,

30 and profits thereof and of every part and parcel thereof; And Also all the Estate, right, title, interest use, possession, property, claim and demand whatsoever, Both in Law and Equity, of them The said party of the first part in and To the said premises, with the Appurtenances To Have and to Hold the said hereditaments and premises hereby granted and every part and parcel thereof with the Appurtenances unto the said party of the second part his heirs and assigns to the only proper use, Benefit and Behoof

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Exhibit P. 6.

of him said party of the second part his heirs and assigns forever And the said Henry B. Snyder and Effa his wife party aforesaid of the first part, for themselves their heirs executors and Administrators do hereby covenant promise and grant to and with the said John W. Conner party of the second part his heirs and assigns That at the time of the sealing and delivery hereof they the said party of the first part, are seized in their own right of an absolute and indefeasible Estate of Inheritance in fee simple of and in all and singular the premises hereby granted, with the appurtenances, and have good right full power and sufficient authority in the law to grant bargain sell and convey the same unto the said party of the second part his heirs and assigns forever. according to the true intent and meaning of these presents, And also that it shall and may be lawful for the said party of the second part his heirs and assigns at all times forever hereafter peaceably and quietly to have hold use occupy possess and enjoy the said premises, with the appurtenances and every part and parcel thereof without the lawful let, suit, eviction, interruption, or disturbance of the said party of the first part their heirs or assigns or any other person or persons whomsoever lawfully claiming or to claim the same; And that the said premises are free and clear, and freely and clearly acquitted and discharged of and from all former mortgages judgments, executions, and of and from all other incumbrances whatever. And lastly that they the said party of the first part and their heirs all and singular the said above described land hereditaments and premises hereby granted with the appurtenances, unto the said party of the second part his heirs and assigns against them the said party of the first

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Exhibit P. 6.

part and their heirs and against all and every
 other person or persons whosoever lawfully
 claiming or to claim the same, shall and will war-
 rant and forever defend. In Witness Whereof
 the said party of the first part have hereunto set
 their hand and seal the day and year first above
 10 written.

Henry B. Snyder (SEAL)
 her
 Effa X Snyder (SEAL)
 mark

Signed, sealed and delivered
 in the presence of

A. H. Holcombe

20

STATE OF NEW JERSEY, }
 HUNTERDON COUNTY. } ss.

Be It Known That on the sixteenth day of
 February in the year of our Lord one Thousand
 Eight hundred and seventy four before the Sub-
 scriber a Master in Chancery of the State of New
 Jersey, personally appeared Henry B. Snyder
 and Effa his wife who are I am satisfied the
 30 grantors mentioned in the foregoing deed of con-
 veyance and the contents thereof Being By me
 first made Known unto them Did therefrom ac-
 knowledge that they signed, sealed, and delivered
 the same as their voluntary act and deed, for
 the uses and purposes therein Expressed. And
 the said Effa wife Aforesaid on a private Ex-
 amination before me separate and apart from
 her said husband Acknowledged that she signed
 sealed and delivered the same as her voluntary

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Exhibit P. 6.

act and Deed freely without any fear threats or
compulsion of her said husband.

Acknd Before

A. H. Holcombe
M. C. C.

Recorded March 14th 1874

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STATE OF NEW JERSEY, }
(STATE SEAL) } ss.
COUNTY OF HUNTERDON. }

I, CHARLES LLOYD FELL, Clerk of the County of
Hunterdon in the State of New Jersey aforesaid,
do hereby certify the foregoing to be a true copy
of the record of a certain DEED as the same is
recorded on the 14th day of March A. D., 1874,
in Volume 156 of Deeds for said County at page
153.

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IN TESTIMONY WHEREOF, I have hereunto set
my hand and the seal of said County this 27th
day of November A. D. 1929.

(SEAL) C. LLOYD FELL,
County Clerk.

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Exhibit P. 7.

EXHIBIT P. 7.

John W. Conners) This Indenture made this
 to) fourteenth day of Septem-
 Rachel Ann Dilts) ber in the year of our Lord
) one thousand eight hun-
 10 dred and seventy six, Between John W. Conners
 of the City of Lambertville County of Hunterdon
 and State of New Jersey, party of the first part,
 and Rachel Ann Dilts of the Township of Dela-
 ware County of Hunterdon and State of New
 Jersey, party of the second part, Witnesseth that
 the said party of the first for and in considera-
 tion of the sum of Three Hundred and Seventy
 five Dollars lawful money of the United States
 to him the said party of the first part in hand
 20 well and truly paid by the said party of the
 second part, Before the sealing and delivery of
 these Presents the receipt whereof the said party
 of the first part doth hereby acknowledge have
 granted bargained sold aliened released conveyed
 and confirmed and By these Presents doth grant
 Bargain sell alien release convey and confirm
 unto the said party of the second part, her
 heirs and assigns all that certain tract or parcel
 of land and premises situate on Bools Island in
 30 the Township of Delaware aforesaid Bounded
 and described as follows, viz: Beginning at the
 River Delaware thence north thirteen degrees
 east about thirty links to a corner thence north
 fifty five degrees and a half west fifteen chains
 and thirty two links thence north forty five de-
 grees and three quarters west three chains thence
 north forty one degrees east one chains thence
 north forty nine degrees west eight chains and
 seven links thence north twenty three degrees
 and three quarters west three chains and seventy
 40 seven links thence by a strip left for a road North

Exhibit P. 7.

thirty seven and a half east seven chains and seventy three links to a stone on the bank of Bools Creek thence up the same north forty nine degrees west two perches thence south thirty seven degrees and a half west to the edge of the River Delaware and thence down the same the several courses thereof to the place of Beginning containing about five acres of land more or less, also the land share in Snap Fishery Being the two undivided moieties conveyed to Henry B. Snyder and Effa his wife and others by John White And wife by their deed dated November the Thirtieth A. D. 1871 and recorded in the Clerk's Office of Hunterdon County on the nineteenth day of December A. D. 1871 and recorded in Vol. 149 of deeds page 386 &c. Together with all and singular the Buildings, improvements, ways woods, waters, water courses, rights liberties privileges, hereditaments and appurtenances to the same Belonging or in anywise appertaining, and the reversion and reversions remainder and remainders rents issues and profits thereof, and of every part and parcel thereof and also all the estate right title interest use possession property claim and demand whatsoever both in law and equity of him the said party of the first part of in and to the said premises with the appurtenances, To Have and to Hold the said hereditaments and premises hereby granted and every part and parcel thereof, with the appurtenances unto the said party of the second part her heirs and assigns to the only proper use benefit and behoof of her the said party of the second part, her heirs and assigns forever, and the said John W. Conner party aforesaid of the first part, for himself his heirs executors and administrators doth hereby covenant prom-

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Exhibit P. 7.

ise and grant to and with the said Rachel Ann Dilts party of the second part, her heirs and assigns, That at the time of the sealing and delivery hereof he the said party of the first part is seized in his own right of an absolute and indefeasible estate of inheritance in fee
10 simple of and in all and singular the premises hereby granted with the appurtenances and hath good right full power and sufficient authority in the law to grant, bargain sell and convey the same unto the said party of the second part her heirs and assigns forever, according to the true intent and meaning of these presents, And also that it Shall and may be lawful for the said party of the said party of the second part, her heirs and assigns, at all times forever hereafter
20 peaceably and quietly to have hold use occupy, possess and enjoy the said premises with the appurtenances and every part and parcel thereof without the lawful let suit, eviction, interruption or disturbance of the said party of the first part his heirs or assigns or any other persons or persons whomsoever, Lawfully claiming or to claim the same, and that the said premises are free and clear and freely and clearly acquitted and discharged of and from all former mortgages Judgments executions and of and from
30 all other encumbrances whatever, and lastly that he the said party of the first part and his heirs all and singular the said Above described land hereditaments and Premises hereby granted with the Appurtenances unto the said party of the second part, her heirs and assigns against him the said party of the first part, and his heirs and against all and every other person or persons whomsoever, lawfully claiming or to claim the same shall and will warrant and forever de-

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Exhibit P. 7.

And, In Witness Whereof, the said party of the first part hath hereunto set his hand and seal the day and year first Above written.

John W. Conner (Seal)

Signed Sealed and Delivered) 10
 in the presence of)
 J. Hayhurst)

State of New Jersey)
 Hunterdon County SS)

Bt It Known that on the fourteenth day of September in the year of our Lord one thousand eight hundred and seventy six, Before the Subscriber a Commissioners of Deeds for the County of Hunterdon State of New Jersey. Personally appeared John W. Conner who is am satisfied the grantor mentioned in the foregoing Deed of Conveyance and the contents thereof being by me first made known unto him he did thereupon acknowledge that he signed sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed. 20

J. Hayhurst
 Commissioner &c. 30

Recorded Sept 15th 1876.

Exhibit P. 8.

STATE OF NEW JERSEY,)
 (STATE SEAL)) ss.
 COUNTY OF HUNTERDON.)

10 I, CHARLES LLOYD FELL, Clerk of the County of Hunterdon, in the State of New Jersey aforesaid, do hereby certify the foregoing to be a true copy of the record of a certain DEED as the same is recorded on the 15th day of September A. D., 1876, in Volume 166 of Deeds for said County at page 409.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal (SEAL) of said County this 27th day of November A. D. 1929.

20 C. LLOYD FELL,
 County Clerk.

EXHIBIT P. 8.

5173

Rachel Ann Dilts &) This Indenture made
 hus.) this fourteenth day of
 to) December in the year
 John W. Conner) of our Lord one thou-
 30) sand eight hundred and
 ninety one Between Rachel Ann Dilts and Moses R. Dilts her husband of the Village of Stockton in the County of Hunterdon State of New Jersey of the first part and John W. Conner of the City of Camden in the County of Camden and State of New Jersey of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Three hundred and seventy five dollars lawful money of the United States of America well and truly paid by the
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Exhibit P. 8.

said party of the second part to the said party of the first part at and before the ensembling and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed released conveyed and confirmed and by these presents do grant bargain sell alien enfeoff release convey and confirm unto the said party of the second part his heirs and assigns All that certain lot tract or parcel of land and premises situate on Bools Island in the Township of Delaware in the County of Hunterdon aforesaid Bounded and described as follows viz. Beginning a point in the river Delaware and running thence (1st) North thirteen degrees East about thirty links to a corner; thence (2d) North fifty five and a half degrees west fifteen chains and thirty two links thence (3'') North forty five and three quarters degrees west three chains thence (4'') North forty one degrees East one chain thence (5'') North forty nine degrees west Eight chains and seven links thence (6'') North twenty three and three quarters degrees west three chains and twenty seven links; thence (7'') by a strip of land left for a road North thirty seven and a half degrees East seven chains and seventy three links to a stone on the bank of Bools Creek thence (8th) up the same North forty nine degrees west two perches; thence (9th) South thirty seven and a half degrees west to the edge of the river Delaware thence (10th) down the same to the place of beginning Containing about five acres of land more or less Also the land share in Snap Fishery being the two undivided moieties conveyed to Henry B. Snyder and Effa his wife by John White and wife by their deed dated November 30th A. D. 1871 and is recorded

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Exhibit P. 8.

in the Clerks Office of the County of Hunterdon
 Vol 149 of Deeds page 386 &c The land and
 premises herein above described being the same
 which was conveyed to the said Rachel Anna
 Dilts by the said John W. Conner by a deed
 dated September 14th 1876 and recorded in the
 10 Clerks office aforesaid in Vol 166 of Deeds page
 409 &c Together with all and singular the build-
 ings improvements woods ways rights liberties
 privileges hereditaments and appurtenances to
 the same belonging or in anywise appertaining
 and the reversion and reversions remainder and
 remainders rents issues and profits thereof and
 of every part and parcel thereof And also all
 the estate right title interest property posses-
 sion claim and demand whatsoever both in law
 20 and equity of the said party of the first part
 of in and to the said premises with the appur-
 tenances To have and to hold the said premises
 with all and singular the appurtenances unto
 the said party of the second part his heirs and
 assigns to the only proper use benefit and behoof
 of the said party of the second part his heirs
 and assigns forever And the said Rachel Ann
 Dilts for herself her heirs executors and admin-
 istrators does by these presents covenant grant
 30 and agree to and with the said party of the
 second part his heirs and assigns that she the
 said Rachel Ann Dilts and her heirs all and
 singular the hereditaments and premises herein
 above described and granted or mentioned and
 intended to be so with the appurtenances unto
 the said party of the second part his heirs and
 assigns against her the said Rachel Ann Dilts
 and her heirs and against all and every other
 person or persons whomsoever lawfully claim-
 40 ing or to claim the same or any part thereof

Exhibit P. 8.

STATE OF NEW JERSEY, }
 (STATE SEAL) } ss.
 COUNTY OF HUNTERDON. }

10 I, CHARLES LLOYD FELL, Clerk of the County of Hunterdon, in the State of New Jersey aforesaid, do hereby certify the foregoing to be a true copy of the record of a certain DEED as the same is recorded on the 24th day of October A. D., 1893, in Volume 238 of Deeds for said County at page 66.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of
 (SEAL) said County this 27th day of November A. D. 1929.

20 C. LLOYD FELL,
 County Clerk.

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Exhibit P. 8-A.

EXHIBIT P.8-A.

AN ACT to incorporate the Lumberville Delaware Bridge Company.

WHEREAS it hath been represented to this legislature, that the legislature of Pennsylvania have passed an act to incorporate the Lumberville Delaware Bridge Company, which act cannot go into operation until a concurrent act is passed by the legislature of the state of New Jersey, and it appearing that the passage of such an act, and the erection of a bridge at Lumberville, would be conducive to the public benefit, therefore,

Preamble.

Sec. 1. BE IT ENACTED *by the Council and General Assembly of this State, and it is hereby enacted by the authority of the same,* That the capital stock of the Lumberville Delaware Bridge Company, for the purpose of erecting a bridge over the Delaware river at Lumberville, in the state of Pennsylvania, with suitable toll houses, shall amount to twenty thousand dollars, and that the same shall be divided into shares of fifty dollars each, and the subscribers to the said capital stock shall pay the sum or sums of money, for the share or shares by them respectively subscribed, at such periods, and in such proportions as by this act is hereinafter provided.

Amount of capital stock.

Sec. 2. *And be it enacted,* That John Runk, Thomas Loquere, John Burket, James Snyder, Francis Tomlinson, John Aller, William Bonham, Thomas Cherry, James Scott, Richard Opdycke, Jacob Kuglar, Samuel Woolverton, Peter H. Dilts, George Johnson, Daniel B. Rittenhouse, and Wilson Bray, be, and they are hereby appointed commissioners, on the part of this state,

Commissioners to receive subscriptions. Stock forfeited on failure to pay instalments. Proviso.

Exhibit P. 8-A.

who, with the commissioner already appointed by the legislature of Pennsylvania, shall be authorized to receive subscriptions to the said capital stock, at such times and places as they, or a majority of them, may direct, giving notice thereof in two of the newspapers printed in the county of Hunterdon, in this state, and also in two newspapers, printed in the county of Bucks, in the state of Pennsylvania, for at least twenty days, of the times and places, when and where the said subscriptions shall be received, and at the time of subscription for the said stock, five dollars shall be paid upon each share subscribed for, to the commissioners, or some of them, and shall be by them paid over to the treasurer of said company, when he shall be appointed, and that the residue of such subscriptions shall be paid in such instalments, and at such times and places, and to such person or persons as the president and directors of the company shall, from time to time, direct and give public notice of: and upon failure of payment thereof, as so directed, for thirty days thereafter, the said president and directors shall have power to forfeit the shares of each and every person failing to pay the said instalments, or any of them, to and for the use of said company, *provided*, that if the number of shares subscribed, shall exceed the amount or number of shares authorized by this act to be subscribed, that then the said commissioners shall apportion the said stock among such stockholders, in proportion to the amount or number of shares by them subscribed, as aforesaid.

Style of
incorporation.
Powers and
privileges.

Sec. 3. *And be it enacted*, That whenever three hundred shares of the said stock shall be subscribed for, the persons holding the same shall

Exhibit P. 8-A.

be, and they are hereby declared to be a body politic and corporate in law, by the name of "The Lumberville Delaware Bridge Company," and by that name shall have perpetual succession, and all the privileges and franchises of a corporation, and shall be capable of taking and holding their said capital stock, and the increase and profits thereof, and of enlarging the same from time to time, by new subscriptions, in such manner and form as they shall think proper, if such enlargement should be found necessary to fulfil the intent of this act, and of purchasing, taking and holding to them and their successors and assigns, in fee simple, or for any less estate, all such lands, tenements, hereditaments and estates, real and personal, as may be necessary and convenient to them, in the prosecution of their works, and the same to sell and dispose of, at their pleasure, and of suing and being sued, and of doing all and every other matter and thing which a corporation or body politic may lawfully do.

Sec. 4. *And be it enacted*, That as soon as the said three hundred shares of stock shall have been subscribed, as aforesaid, it shall be the duty of the said commissioners to give public notice in the newspapers mentioned in the second section of this bill, of a time and place by them to be appointed, not less than thirty days from the time of issuing the said notice; at which time and place the said stockholders shall proceed to organize the said company, and shall choose, by ballot, by a majority of votes, to be delivered in person or by proxy, one president, six directors, one treasurer, and such other officers as they shall think necessary to conduct the business of the said company for one year, and until others shall be appointed; and such president

Time and
manner of
electing
officers.

Exhibit P. 8-A.

and directors may make and adopt such by-laws and regulations, not inconsistent with the laws and constitution of this state or the United States, as to them shall seem necessary for the proper management of the concerns of said company; *Provided*, that no person shall have more than twenty votes at an election, or in determining any question arising at such meetings; and that each person shall be entitled to one vote for every share by him held not exceeding ten.

Annual
meeting of
stockholders.

Sec. 5. *And be it enacted*, That the said stockholders, their successors and assigns, shall meet on the first Monday in November, in every succeeding year, at such time and place as the by-laws of the said company shall direct, and elect their officers for the ensuing year.

Stock to be
issued and
transferable.

Sec. 6. *And be it enacted*, That the president and directors of said company first chosen, as aforesaid, shall issue to each stockholder, a certificate of stock for the number of shares by him or her held in such company; which certificate shall be signed by the president, and countersigned by the treasurer; and shall be transferable at the pleasure of such stockholder, **in person** or by legal attorney; subject, however, to all the payments due or to become due thereon to said company; and the assignee holding such stock by such transfer, after having first caused the assignment and transfer to be entered in a book of the company for that purpose to be kept, shall, for every share of stock by him or her held, be entitled to his or her equal proportion of the said capital stock, and of all the estates, real, personal, and emoluments of the said company, and to vote as hereinbefore directed, at the meetings thereof.

Exhibit P. 8-A.

Sec. 7. *And be it enacted*, That the said president and directors shall meet at such times and places, and be convened in such manner as shall be agreed upon; and at such meetings, five members shall be a quorum, who, in the absence of the president, may choose a chairman, and shall keep minutes of all their proceedings fairly entered in a book; and a quorum being met, they shall have full power and authority to agree with, and appoint such engineers, superintendents, artists, and other officers, as they shall think necessary to carry on the said bridge and complete the same; and to fix their salaries and wages, to draw orders on the treasurer for all money that may be required, the same to be signed by the president and countersigned by the clerk or treasurer of the board; and to do and transact all matters or things which the by-laws of said company authorize and require.

Five directors
to be a
quorum.
Duties of
directors.

Sec. 8. *And be it enacted*, That the said president and directors shall and may fix upon and determine the place at which the said bridge shall be located at the village of Lumberville, on the river Delaware; after which, the said president and directors shall and may agree with any owners of the lands necessary for the erection of said bridge, for the purchase of so much thereof as shall be necessary for erecting such bridge and perfecting the same; if they cannot agree with the said owner or owners of such lands, then it shall be lawful for the said company to apply to one of the justices of the Supreme Court of this state, not being a stockholder or interested in the said bridge; who, upon such application, is hereby authorized and directed to appoint three discreet and disinterested freeholders of this state, who, after being duly sworn or af-

Location of
bridge.
Proceedings
when com-
pany and
owners of
land can-
not agree.

Exhibit P. 8-A.

10 firmed before any justice of the peace of said
state, faithfully and impartially to perform the
duties enjoined upon them herein, shall proceed
to view and examine said ground and premises,
and the lands and property so needed by said
company for the purposes aforesaid, and shall,
20 according to the best of their skill and judgment,
ascertain and estimate the injury and damage
that will be sustained by the owner of such
lands, or other property, so necessary to be
taken as aforesaid, and shall fix and determine
the value thereof, and report what sum shall be
paid by such company therefor; which report
shall be made in writing, under their hands and
seals, or under the hands and seals of any two
of them, and shall be accompanied with a map
20 describing the metes and bounds of said land,
and a minute description of the property so
taken and valued; which report and map shall
be filed in the clerk's office of the Supreme Court
of this state; and if confirmed by the said Su-
preme Court, shall be and remain of record and
conclusive upon the said parties respectively,
their heirs, successors and assigns forever; and
the said company having paid the said sum or
sums of money so awarded by the said report,
30 together with the fees of said commissioners,
at the rate of two dollars each for every day
employed in the said business, and their neces-
sary expenses, shall be entitled to have and to
hold to them and their successors and assigns
forever, the said lands, tenements, and estate, as
fully and effectually as if the same had been
granted to them by the respective owners there-
of; and it shall and may be lawful thereupon,
and not before, for the said corporation to enter
upon said lands and real estate, and use, occupy,
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Exhibit P. 8-A.

possess and enjoy the same, as fully and entirely as may be necessary for the erection and completion of their said bridge, and all the appurtenances thereto properly belonging.

Sec. 9. *And be it enacted*, That it shall and may be lawful for the president and directors aforesaid, their superintendents, agents, artists and workmen, to enter upon all lands and enclosures, near to the place where said bridge is to be built, and to examine the ground for the purpose of obtaining stone, gravel, or sand, necessary for the building of said bridge; and it shall and may be lawful for the said company, their superintendents, agents, or any other person in their employ, to enter on said ground with wagons, carts, sleds or sleighs, or beasts of burden, or draught of any kind whatsoever, first giving notice to the owner or owners of said land, so to be entered upon, doing as little damage as possible, and repairing any breaches of fences they may make, and first making amends for any damages that may be done, which damages shall be ascertained by the parties, if they can agree, or if they cannot agree, then by appraisement thereof, to be made upon oath, or affirmation of three disinterested freeholders of the neighborhood, or any two or them, to be mutually chosen; or if the owner, or the said company, their superintendents, engineers, or artists, shall, after due notice, neglect or refuse to join in the choice, then the said freeholders shall be appointed, upon the application of either party, by some justice of the peace, of the county of Hunterdon, not interested, in any manner, in the said premises, or related to the parties, and such freeholders so appointed, shall make appraisement, as aforesaid, and make

Purposes for which company may enter on lands, &c. Mode of appraising damages.

Exhibit P. 8-A.

report thereof in writing, to each party, and the said company, by themselves or agents, after payment or tender of the said sum, so reported or appraised, shall and may enter upon, dig, take, and carry away from said premises, any stone, gravel, sand, or earth, most conveniently situated for making and perfecting said bridge, and for necessary repairs to the same.

Annual statement of accounts to be submitted.

Sec. 10. *And be it enacted*, That the said company shall keep fair and just accounts of all money received by them from the said commissioners, and stockholders, and of the amount of all profits derived to said company from the forfeiture of the stock, and also of all money by them expended in the erection of said bridge, and other appurtenances, and shall, at least once in each year, submit such accounts to a general meeting of the stockholders, until the said bridge shall be fully completed, and all the costs, charges and expenses incurred in its erection shall be fully paid and discharged, and the aggregate amount of all such expenditures shall be fully ascertained.

Property of bridge vested in company.

Sec. 11. *And be it enacted*, That when a good and complete bridge is built over the said river Delaware, at Lumberville, as aforesaid, the property of the said bridge, with all and singular, the toll houses and appurtenances thereunto belonging, or in any wise appertaining, shall be, and hereby is, fully and absolutely vested in the said company, and their successors and assigns, forever; and the said company may have, demand, take and receive, and if need be, sue for and recover, from travellers and others, passing over and upon said bridge, the rates of toll here inserted.

Exhibit P. 8-A.

For every coach, landeau, chariot, phaeton, or other pleasureable carriage, with four wheels, drawn by four horses, the sum of sixty cents.

Rates of tolls.

For the same kind of carriage, with two horses, the sum of forty cents.

For every wagon, with four horses, the sum of fifty cents.

For every carriage of the same description, drawn by two horses, the sum of fifty cents.

For every chaise, riding chair, sulkey, cart, or other two wheel carriage, or a sleigh, or sled, with two horses, the sum of thirty-one and a fourth cents.

For the same, with one horse, the sum of fifteen cents.

For a single horse and rider, the sum of ten cents.

For every led or driven horse, or mule, the sum of five cents.

For every foot passenger, the sum of one cent.

For every head of horned cattle, the sum of three cents.

For every sheep or swine, the sum of half a cent.

Provided, that all persons going to and returning from funerals, persons going to and returning from meeting or church, children going to and returning from school, and persons going to and returning from military trainings, shall pass free of toll: *provided also*, that in fixing the toll of all carriages to be drawn wholly by oxen, or partly by horses and partly by oxen, two oxen shall be estimated equal to one horse, and the

Proviso.

Proviso.

Exhibit P. 8-A.

said company shall so construct the said bridge as in no wise to injure, stop or interrupt the navigation of the said river, or prevent boats or rafts from passing or persons from fording the said river.

Penalty for injuring bridge.

Sec. 12. *And be it enacted*, That if any person or persons, shall wilfully cut, destroy, break or remove from off the said bridge, or any part thereof, any piece or pieces of timber, plank or planks, stone or stones, chain or chains, bolt or bolts, or any other materials whatsoever belonging to said bridge, or otherwise wilfully or maliciously damage the same, he, she, or they so offending, shall forfeit and pay, for every such offence, over and above the damages done to the said bridge, the sum of thirty dollars to be recovered in any court of competent jurisdiction.

Penalty for exacting unlawful tolls.

Sec. 13. *And be it enacted*, That if the said company, their successors or assigns, or any person or persons who shall have at any time the possession, ownership, or management of the said bridge, shall demand or collect any greater rates or prices for toll, for passing over said bridge, than those which are hereinbefore fixed and specified, or shall neglect at any time to keep the said bridge in good repair, he, she, or they, so offending shall, for every such offence, forfeit and pay the sum of thirty dollars, one third thereof, for the use of the poor of the township of Kingwood, in the county of Hunterdon, one third thereof for the use of the poor of the county of Bucks, in the state of Pennsylvania, and one third there-of, to the person who shall sue for the same; *provided*, that no suit or action shall be brought, unless within thirty days after such offence or offences shall be committed.

Exhibit P. 8-A.

Sec. 14. *And be it enacted*, That the said corporation shall have power to agree with any owner or owners of ferries or shad fisheries, that may be injured by the erection of the said bridge, and to compensate them for any damages they may sustain thereby; and if they cannot agree with such owner or owners; then and in such case the said damages shall be ascertained and paid, in the manner provided for in the ninth section of this act; *provided*, that no person shall receive any compensation for ferrying at any ferry which shall have been purchased, and paid for by the said company, after the said bridge shall have been completed.

Compensation
to owners of
ferries or
fisheries in-
jured.

Sec. 15. *And be it enacted*, That the said company shall also keep a just and true account of all, and every, the money received by their collectors of tolls for crossing the said bridge, and shall make and declare a dividend of the profits and income thereof, among all the stockholders of the said company, *deducting* first therefrom, all contingent costs and charges, and such proportion of said income as may be deemed necessary for a growing fund, to provide against the decay, and for rebuilding and repairing the said bridge; and shall on the first Monday in May and November in each and every year, publish the dividend to be made of the said clear profits thereof, and of the time and place when and where the same shall be paid, and shall cause the same to be paid accordingly.

Dividends
to be made.

Sec. 16. *And be it enacted*, That nothing in this act contained, shall be so construed, as to authorize the said corporation, to exercise any banking privileges, or to issue any notes in the form of bank notes, or to do any other act or thing than to erect a bridge over the river Dela-

Exclusive
privileges.

Exhibit P. 8-B.

ware, with suitable toll houses at the place designated in this act.

Act may be altered or repealed.

Sec. 17. *And be it enacted*, That the Legislature of this state, may for proper cause, at any time hereafter, alter, modify, amend or repeal this charter.

Passed, February 12, 1836.

P. L. 1836, page 79.

EXHIBIT P. 8-B.

CHAPTER CXII.

A supplement to "An act to incorporate the Lumberville Delaware Bridge Company," passed February twelfth, eighteen hundred and thirty-six.

Corporation authorized to borrow money.

1. BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey*, That the president and managers of the Lumberville Delaware Bridge Company shall be and they are hereby authorized to borrow, for the purposes of the company, any sum not exceeding four thousand dollars; and, for the purpose of securing the payment of the same to the lender or lenders, may issue certificates of loan, in sums not less than twenty-five dollars, each, to be signed by the said president and treasurer, and sealed with the seal of the corporation, to be payable at such time and upon such terms as may be agreed upon between the parties; and, in order to secure to the lenders, their executors, administrators, or assigns, the amount of said certificates, as they shall become due and pay-

Exhibit P. 8-B.

able, the said president, managers, and company are hereby authorized and empowered to make and execute to a trustee or trustees, to be appointed by the president, managers, and company, a mortgage, in the manner herein after provided for, of the whole of the said bridge, with its appurtenances, as the same shall be at the time of the mortgage executed, or at any time thereafter, and of all stock, rights, and privileges of the said president, managers, and company, and of all and each of the stockholders thereof; and in case it shall happen that any certificate of loan aforesaid shall remain unpaid for thirty days after the time appointed for the payment of the same, that it shall be lawful for any holder of such certificate to sue out a scire facias on the mortgage aforesaid, and proceed to obtain judgment thereon; and the judgment so obtained shall stand as a security for all such certificates as shall then remain unpaid; and the holder of any certificate may proceed to issue a levari facias, and sell the said bridge, and all the rights, stock, and privileges of the said president, managers, and company therein, and all the stock, rights, and privileges of the stockholders of the said company, and a sale under such levari facias shall vest absolutely in the purchaser the whole rights and privileges of the stockholders therein, as effectually as real estate is vested in a purchaser when sold on a mortgage; and the said sale shall wholly divest the said president, managers, and company, and each and every stockholder, of all corporate powers, rights, title, interest, estate, privileges, or stock in said company, and all corporate powers, rights, title, interest, estate, privileges, or stock, as well of the said president, managers,

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Exhibit P. 8-B.

and company as that of each and every stockholder, shall be vested in the purchaser or purchasers thereof; and from thenceforth all the provisions of the act of incorporation of the said company, with the corporate powers conferred, and of the several laws of this state in relation to bridge companies, shall be for the benefit and government of the said purchaser and purchasers, in like manner as if they were the original incorporators; and if, at any time, the interest agreed to be paid shall remain unpaid for thirty days, after the time appointed for the payment thereof, the court of common pleas of Hunterdon county shall, on the application of a holder of a certificate to whom interest is due, order that all the tolls received upon the said bridge be paid to a receiver, appointed by the said court, until sufficient toll is collected to pay such interest, and shall enforce such order against all and every receiver of tolls, if necessary, by attachment, and shall direct the interest aforesaid to be paid out by such receiver to those entitled to receive it; and all the proceedings to effect these purposes shall be in such form as the court aforesaid may direct; *provided*, that, before proceeding to obtain the loan aforesaid, the said president, managers, and company shall, by resolution of the board, determine precisely the amount of the loan to be made, which shall not be exceeded; and thereupon they shall execute to the trustees aforesaid the mortgage aforesaid, conditioned as aforesaid, which shall be for the use of all and every the holders of the certificates of loan, in manner as aforesaid; and then the said president, managers, and company may from time to time, as they may deem best, borrow any portion of the said amount, for which they shall issue certificates of loan as aforesaid.

Proviso.

Exhibit P. 8-B.

2. *And be it enacted*, That the said Lumberville Delaware Bridge Company is hereby authorized to demand and receive for every foot passenger the sum of two cents; and that the first proviso in the eleventh section of the act aforesaid, which relates to the exemption of persons paying toll on going to and from meeting or church, be so altered as to limit such exemption only to persons going to or from meeting or church on the sabbath day, or Sunday.

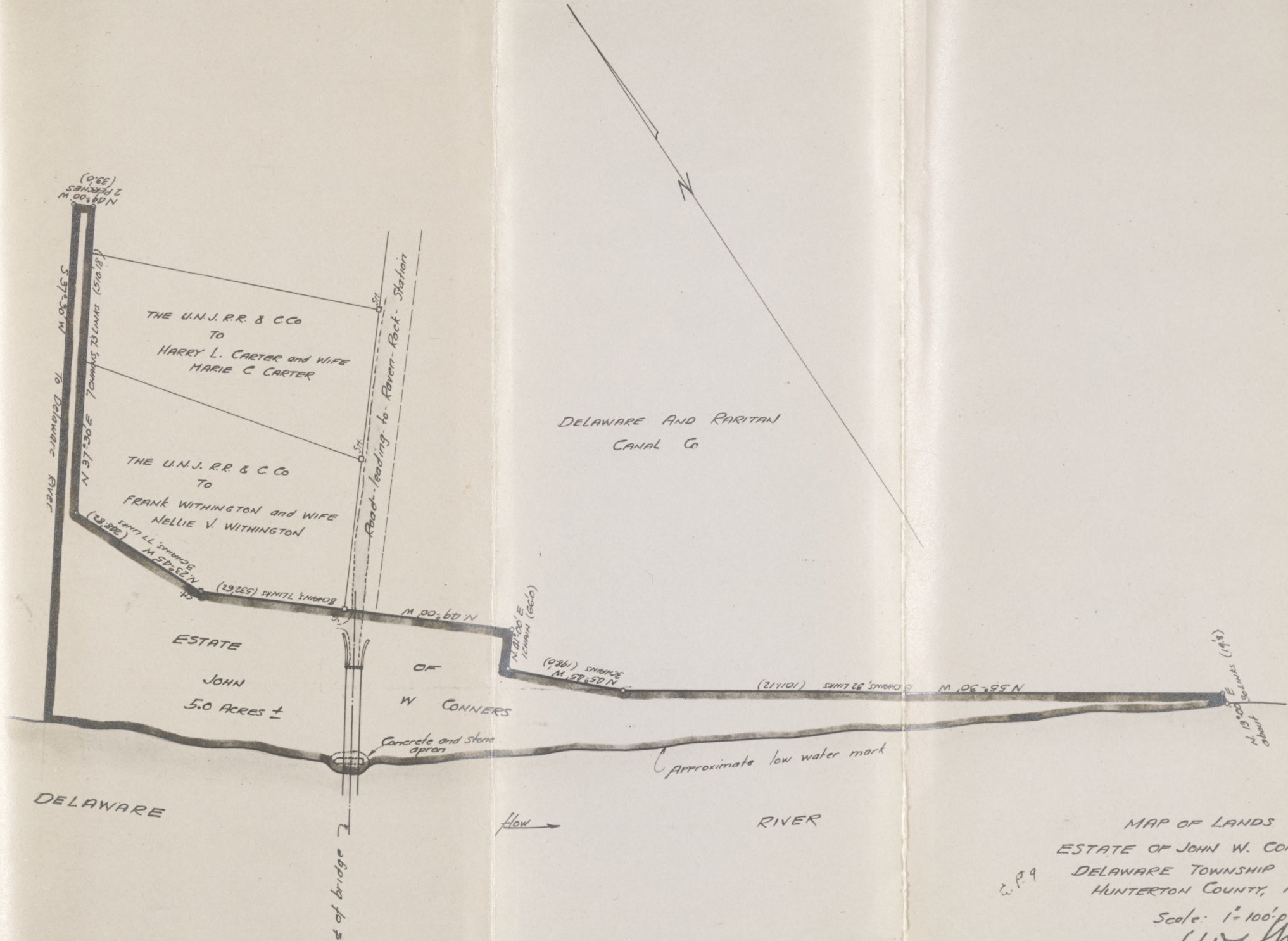
Rate of toll.

3. *And be it enacted*, That this act shall not take effect or go into operation until the legislature of the commonwealth of Pennsylvania shall pass a law vesting like power and authority in the president and managers of the Lumberville Delaware Bridge Company to borrow money on mortgage, as are hereby given.

When act to take effect.

Approved March 15, 1855.

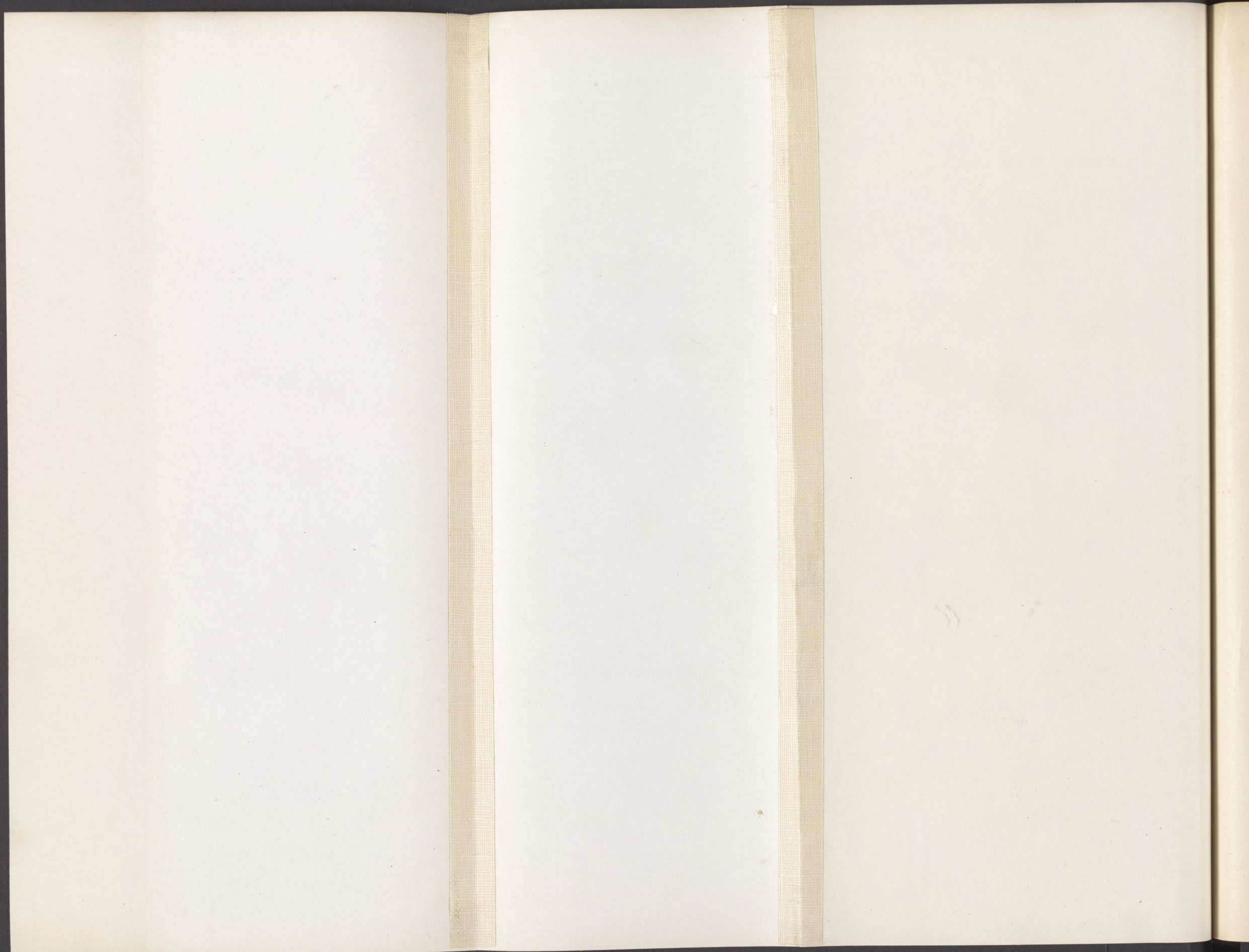
P. L. 1855, page 283.



MAP OF LANDS
 ESTATE OF JOHN W. CONNERS.
 DELAWARE TOWNSHIP
 HUNTERTON COUNTY, N.J.

Scale: 1" = 100' p

W.P.9
 W.P.9
 W.P.9
 W.P.9



MEMORANDUM AND FINDINGS.

Filed June 2, 1930.

NEW JERSEY SUPREME COURT.

HUNTERDON COUNTY.

GEORGE GORDON, <i>et als.</i> , <div style="text-align: right;"><i>Plaintiffs,</i></div> <div style="text-align: center;"><i>vs.</i></div> LUMBERVILLE DELAWARE BRIDGE COMPANY, a corporation of New Jersey, <div style="text-align: right;"><i>Defendant.</i></div>	<i>Action at Law.</i> <i>In Eject- ment.</i> <i>Memorandum and Findings.</i>	10
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For the plaintiffs, Riker & Riker, Esqs. 20

For the defendant, Walter F. Hayhurst, Esq.,
 Charles A. Malloy, Esq., Arthur M. Eastburn,
 Esq., of the Pennsylvania Bar.

JESS, J.

This case came on for trial at the April (1930)
 term. After the jury had been sworn, it was
 agreed by counsel that there were no disputed
 questions of material fact and that the action
 should be tried by the Court without a jury on a
 stipulation of facts entered into in open court,
 and on briefs to be submitted. 30

The *locus in quo* as described in the complaint
 is a tract of land situate on Bulls Island, in the
 Delaware River in Hunterdon County, containing
 about five acres.

By its answer the defendant pleaded the
 general issue, thus admitting a possession by it
 amounting to an ouster of the plaintiff. *Jacob-
 son v. Hayday*, 83 N. J. Law, 537. 40

Memorandum and Findings.

10 It was stipulated, however, that the land, title to which was actually involved in the litigation, is only that portion of the tract occupied and used by defendant's bridge, its approaches and appurtenances, and the land over which the bridge is built. Since the trial the defendant has filed an amended answer, consented to by plaintiffs' counsel, which adds to the general denial an allegation that the part of the land described in the complaint and occupied by the bridge structure and the land over which the bridge is built and its approaches has been in the actual possession of the defendant for more than sixty years and that the remaining portion of the land is not, and never has been, in the possession of the defendant.

20 The bridge of the defendant connects the New Jersey shore with the Pennsylvania shore over the Delaware River. A map in evidence shows the bridge as beginning some distance from the easterly boundary line of the tract and extending thence about 178 feet to the western boundary. The bridge proper, according to the map appears to be about 25 feet in width and is built in direct line with the road running from Rock Haven station. The entire area of the tract described in the complaint is approximately 217,-
30 800 square feet and the land over which the bridge is erected comprises about 4,450 square feet. To what extent the approaches and abutments increase this area, the evidence does not indicate.

The plaintiffs rely wholly upon a paper title. They must therefore trace their title back to someone who is shown to have been in possession of the *locus in quo*, or, failing in that, they must show that their title came from the original
40 proprietors. *Troth v. Smith*, 68 N. J. Law, 36.

Memorandum and Findings.

The plaintiffs declare in their complaint that the right of John W. Connor, deceased, under whom they claim, to the possession of the land, accrued in April 14, 1871, and that the right of the plaintiffs to possession accrued on the death of Connor on March 13, 1913.

It is stipulated that the defendant has been in actual possession of the *locus in quo* for sixty years, so that, necessarily, there could have been no possession by the plaintiffs or their predecessors in title under whom they claim, within that period. 10

The plaintiffs having proved a paper title, the question to be decided is this: Has the actual possession by the defendant of the *locus in quo* been adverse?

The principles on which the doctrine of title by adverse possession rests, are well settled. The possession must be actual and exclusive, adverse and hostile, visible or notorious, continued and uninterrupted. *Foulks v. Bond*, 41 *Id.* 527, 545. 20

The defendant was incorporated under an act of the Legislature (P. L. 1836, p. 79). By that act the president and directors of the company were authorized to determine the location of the bridge at the village of Lumberville on the Delaware River and to acquire the land necessary for the erection of the bridge, either by purchase or by condemnation and thereupon to enter upon and use the land so acquired. The land was acquired but the circumstances of the acquisition do not appear. The records do not show any conveyance of the *locus in quo* to the defendants. 30

Section 28 of our Statute of Limitations (C. S. 3172), provides that "sixty years actual possession * * * uninterruptedly continued by 40

Memorandum and Findings.

occupancy, descent, conveyance or otherwise, in whatever way or manner such possession might have commenced, or have been continued, shall vest a full and complete right and title in every actual possessor or occupier.”

10 If the possession of the defendant, therefore, has been not only actual and continuous for sixty years but also adverse, the defendant's title, under the operation of the statute, is set completely at rest. *Hummer v. Buerk*, 90 N. J. Eq. 97.

The evidence is clear and convincing that the possession of the defendant has been of such a nature as to meet all the tests required to establish title by an adverse holding.

20 The possession has been actual and, so far as any reasonable inference may be drawn from the character of the occupancy and use of the land by the defendant, exclusive. In addition, it is stipulated that the defendant's proofs would show that the plaintiffs' predecessors in title never made any demand upon the defendant for any part of the profits or for the possession of the land occupied by the defendant. That the possession was adverse and hostile and visible or notorious is also established by the evidence.

30 The occupancy of land by a bridge structure and its approaches and abutments certainly is open and notorious. It is equally self-evident such occupancy and use are calculated to inform the true owner of the nature and purpose of the possession to which the land is subjected; that such possession was hostile to their title and fairly indicated an intention by those in possession to assert the ownership of the land. *Foulke v. Bond*, *supra*.

Memorandum and Findings.

The Court finds that the plaintiffs are entitled to the possession of the premises described in the complaint with the exception of such portion of said premises as is occupied by the bridge structure of the defendant, its abutments and approaches, and the land over which the bridge is built.

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As to the land occupied by the bridge structure of the defendant, its abutments and approaches, and the land over which the bridge is built, the Court finds in favor of the defendant and against the plaintiffs.

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AMENDMENT OF MEMORANDUM.

Filed July 19, 1930.

NEW JERSEY SUPREME COURT.

HUNTERDON COUNTY.

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<p>GEORGE GORDON, <i>et als.</i>,</p> <p style="text-align: right;"><i>Plaintiffs,</i></p> <p style="text-align: center;"><i>vs.</i></p> <p>LUMBERVILLE DELAWARE BRIDGE COMPANY, a corporation of New Jersey,</p> <p style="text-align: right;"><i>Defendant.</i></p>	}	<p><i>Action at Law.</i></p> <p><i>Amendment of Memo- randum.</i></p>
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JESS, J.

The first paragraph of the memorandum and findings in the above-entitled cause, heretofore filed, hereby is amended to read as follows:

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This case came on for trial at the December (1929) term. After the jury had been sworn it was agreed by counsel that there were no disputed questions of material fact and that the action should be tried by the Court without a jury on a stipulation of facts entered into in open court, and on briefs to be submitted. The findings which follow were reached by the Court during the current April (1930) term.

FRANK B. JESS,
Judge.

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POSTEA.

Filed July 24, 1930.

NEW JERSEY SUPREME COURT.

HUNTERDON COUNTY.

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GEORGE GORDON, EMMA GORDON,
 ELSIE DIEL, HARRY GORDON,
 CARRIE BEATTY, FRED DILTS,
 HERBERT S. DILTS, LESTER R.
 DILTS, JOHN W. DILTS, HIRAM
 ERRICKSON, HERBERT HORN,
 FLORA HERSEY, CHRISTINE
 GORDON, JENNIE GORDON, MIN-
 NIE GORDON, WILLIE GORDON,
 RACHEL S. POMBEAR, MARY
 ERRICKSON, OLIVE DILTS
 OGDEN, ADA M. D. DOOL,
 ANNIE HUNT, SARAH E. ARN-
 WEIN, EVA LENA PARENT, S.
 GARFIELD ERRICKSON, PHEBE
 ANNA ERRICKSON, LULU E.
 SINE and HERVEY ERRICKSON,
 JR., heirs at law of John W.
 Connor, deceased,

Plaintiffs,

vs.

LUMBERVILLE DELAWARE BRIDGE
 COMPANY, a corporation of
 New Jersey,

Defendant.

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*Action
 at Law.*

*In Eject-
 ment.*

Postea.

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This case came on for trial at the December
 (1929) term. After the jury had been sworn, it

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Postea.

was agreed by counsel that there were no disputed questions of material fact and that the action should be tried by the Court without a jury on a stipulation of facts entered into in open court, and on briefs to be submitted. The findings were reached by the Court during the current April (1930) term.

It was stipulated that the land actually involved in the litigation was only that portion of the tract occupied and used by defendant's bridge, its approaches and appurtenances, and the land over which the bridge is built, and that the decision of the Court should go to that portion only.

The Court returned a finding of not guilty in the following words:

"As to the land occupied by the bridge structure of the defendants, its abutments and approaches and the land over which the bridge is built, the Court finds in favor of the defendant and against the plaintiffs."

FRANK B. JESS,
Judge.

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JUDGMENT RULE.

Filed July 24, 1930.

NEW JERSEY SUPREME COURT.

<p>GEORGE GORDON, EMMA GORDON, ELSIE DIEL, HARRY GORDON, CARRIE BEATTY, FRED DILTS, HERBERT S. DILTS, LESTER R. DILTS, JOHN W. DILTS, HIRAM ERRICKSON, HERBERT HORN, FLORA HERSEY, CHRISTINE GORDON, JENNIE GORDON, MIN- NIE GORDON, WILLIE GORDON, RACHEL S. POMBEAR, MARY ERRICKSON, OLIVE DILTS OGDEN, ADA M. D. DOOL, ANNIE HUNT, SARAH E. ARN- WEIN, EVA LENA PARENT, S. GARFIELD ERRICKSON, PHEBE ANNA ERRICKSON, LULU E. SINE and HERVEY ERRICKSON, JR., heirs at law of John W. Connor, deceased,</p> <p style="text-align: right;"><i>Plaintiffs,</i></p> <p style="text-align: center;"><i>vs.</i></p> <p>LUMBERVILLE DELAWARE BRIDGE COMPANY, a corporation of New Jersey,</p> <p style="text-align: right;"><i>Defendant.</i></p>	<p style="text-align: right;">10</p> <p><i>Action at Law.</i> 20</p> <p><i>In Eject- ment.</i></p> <p><i>On Postea.</i></p> <p style="text-align: right;">30</p>
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This case came on for trial at the December (1929) term. After the jury had been sworn, it was agreed by counsel that there were no disputed questions of material fact and that the

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Judgment Rule.

10 action should be tried by the Court without a jury on a stipulation of facts entered into in open court, and on briefs to be submitted, and it was stipulated that the land actually involved in the litigation was only that portion of the tract occupied and used by defendant's bridge, its approaches and appurtenances, and the land over which the bridge is built, and that the decision of the Court should go to that portion only.

The Court returned a finding of not guilty in the following words:

“As to the land occupied by the bridge structure of the defendants, its abutments and approaches and the land over which the bridge is built, the Court finds in favor of the defendant and against the plaintiffs.”

20 It is ordered that judgment of not guilty hereby is entered in favor of the defendant and against the plaintiffs as to the property above mentioned and described besides costs to be taxed nisi.

Entered July 24, 1930.

On motion of

WALTER F. HAYHURST,
Attorney.

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NEW JERSEY

Court of Errors and Appeals

GEORGE GORDON, EMMA GORDON,
 ELSIE DIEL, HARRY GORDON,
 CARRIE BEATTY, FRED DILTS,
 HERBERT S. DILTS, LESTER R.
 DILTS, JOHN W. DILTS, HIRAM
 ERRICKSON, HERBERT HORN,
 FLORA HERSEY, CHRISTINE
 GORDON, JENNIE GORDON, MIN-
 NIE GORDON, WILLIE GORDON,
 RACHAEL S. POMBEAR, MARY
 ERRICKSON, OLIVE DILTS,
 OGDEN, ADA M. D. DOOL, ANNIE
 HUNT, SARAH E. ARWEIN, EVA
 LENA PARENT, S. GARFIELD
 ERRICKSON, PHEBE ANNA
 ERRICKSON, LULU E. SINE and
 HERVEY ERRICKSON, JR. heirs
 at law of JOHN W. CONNOR,
 deceased,

Plaintiffs-Appellants.

vs.

LUMBERVILLE DELAWARE BRIDGE
 COMPANY, a corporation of
 New Jersey,

Defendant-Appellee.

In Ejectment.
 On Appeal
 from
 Supreme
 Court
 Hunterdon
 Circuit

Feb. Term 1931.

No. 175

Defendants Brief

May Term No. 62

BRIEF OF DEFENDANT—APPELLEE

STATEMENT

Map showing land in question (C. p. 82).

By its amended answer defendant claims "the part of the land described in plaintiffs' complaint

and occupied by the bridge structure and the land over which the bridge is built and its appurtenances has been in the actual possession of the defendant for more than sixty years" (C. p. 9).

It is stipulated and agreed that decision of the Court shall go only to such land and no claim is made as to the rest of the land (C. p. 19, 1. No. 1-12).

POINT I

It is stipulated and agreed that the defendant has had "actual possession of this land occupied by our structure for sixty years" (C. p. 12).

No evidence is necessary to establish this fact and none will be admissible to deny the same.

Possession is actual, not permissive or conditional or modified in any respect.

In the words of the Statute C. S. p. 372, sec. 28, Amended Sup. p. 1816, sec. 28, such occupation "thereby vests a full and complete right and title in every actual possessor or occupier".

The nature of the structure would seem to establish the fact that possession was adverse, hostile, visible and notorious.

Further, occupation of the bridge by a public road makes the occupation still more adverse, hostile, visible and notorious. (See Map-C. p. 82.)

The bridge with its appurtenances becomes part of the public highway.--*Spencer vs. Freeholders*, 68 N. J. L. 30; *Mailnken vs. Freeholders*, 62 N. J. L. 404.

The occupation was certainly notorious and authorized by the defendant's act of incorporation (P. L. 1836, p. 79). (See Ex. P. 8 A. p. 67.)

And further more notorious by the supplement to the Act of Incorporation authorizing the mortgaging of said bridge and of rights, stocks and privileges (P. L. 1855, p. 283—Ex. P. 8 B. p. 78).

The matter is a question of fact for a jury—*Voulke vs. Bond*, 41 N. J. L. 527; *Conway vs. Daly*, 148 A. 719.

It is stipulated (C. p. 18, 1-1), “plaintiffs never made any demand upon the defendant for any part of the profits or for the land occupied by the defendant”.

POINT II

It is agreed that the plaintiff shall submit “the records of the deeds and other evidence which they have of their title” (C. p. 12, 1.30).

And we submit that this title is not altogether clear of objection.

The plaintiffs rest upon the title of Jabez White under deed of the executors of George Wall conveying about five acres of land and land share of Snap Fishery (see Map. Ex. P. 9—p. 82).

They show the record of the proceedings in the Orphans’ Court of Hunterdon County covering sale of the same (Ex. P. 1A, p. 24 to 36). Sale was reported Jan. 29, 1844 (p. 34), and approved by the Court, and deed ordered to be made (p. 36).

There is no record of any deed made by the commissioners in the case.

By deed dated Jan. 13, 1844, before the sale was reported and deed ordered to be made by the Court, John Runk and Thomas Cherry and wives conveyed to John White an undivided one-half interest in said land and fishery (Ex. P. 2, p. 36), and it is noticeable that this deed did not convey title without notice of possible objection, for it was noted over the signature of witness “two clauses in foregoing deed embracing the general warranties were erased and noticed previous to execution”.

This same undivided one-half interest was conveyed by John White to Henry V. Snyder by deed

(Ex. P. 5), with the same warranty clauses erased.

This deed was dated Dec. 19, 1871, and recorded in Hunterdon County Clerk's Office in Vol. 149, p. 386.

John W. Connor conveys to Rachael Ann Dilts by deed (Ex. P. 7), dated Sept. 14, 1896, recorded in Hunterdon County Clerk's Office in Vol. 166, p. 409, two undivided moieties referring to above as being the same which were conveyed to John White and wife to Henry B. Snyder by deed dated Nov. 30, 1871, recorded in Hunterdon County Clerk's Office in Vol. 149, page 386.

Finally, Rachael Ann Dilts conveyed to John W. Connor by deed (Ex. P. 8) dated Dec. 14, 1891, the said lands "being the two undivided moieties conveyed to Henry B. Snyder and Effie his wife by John White and wife by their deed dated Nov. 30, 1871 and recorded in Hunterdon County Clerk's Office in Vol. 149 of Deeds, p. 386."

This is the final conveyance under which plaintiffs' title rests.

It would appear to be evident that all parties had notice that there was some claim against the title to the land in question which we submit under the circumstances must have been the knowledge of the occupancy of the bridge structure.

WALTER F. HAYHURST,

*Attorney and Counsel for
Defendant-Appellee.*

New Jersey Court of Errors and Appeals

GEORGE GORDON, EMMA GORDON,
 ELSIE DIEL, HARRY GORDON,
 CARRIE BEATTY, FRED DILTS,
 HERBERT S. DILTS, LESTER R.
 DILTS, JOHN W. DILTS, HIRAM
 ERRICKSON, HERBERT HORN,
 FLORA HERSEY, CHRISTINE
 GORDON, JENNIE GORDON, MIN-
 NIE GORDON, WILLIE GORDON,
 RACHEL S. POMBEAR, MARY
 ERRICKSON, OLIVE DILTS OG-
 DEN, ADA M. D. DOOL, ANNIE
 HUNT, SARAH E. ARNWEIN,
 EVA LENA PARENT, S. GAR-
 FIELD ERRICKSON, PHEBE ANNA
 ERRICKSON, LULU E. SINE and
 HERVEY ERRICKSON, JR., heirs
 at law of John W. Connor,
 deceased,

Plaintiffs-Appellants,

vs.

LUMBERVILLE DELAWARE BRIDGE
 COMPANY, a corporation of
 New Jersey,

Defendant-Appellee.

*In Eject-
 ment.*

*On Appeal
 from
 Supreme
 Court,
 Hunterdon
 Circuit.*

BRIEF OF PLAINTIFFS-APPELLANTS.

Facts.

This appeal brings up for review a judgment of "not guilty" rendered in the Supreme Court (Hunterdon Circuit) in favor of the defendant-appellee. The action is one of ejectment in which the plaintiffs-appellants seek to recover

the possession of certain lands occupied by defendant-appellee's structure. The case was submitted to the trial court on a stipulation of facts entered into in open court.

The record shows that the plaintiffs-appellants produced the records of the Surrogate's Office of Hunterdon County of the administration of the estate of one Jabez White, deceased (C., pp. 13 and 14, Ex. P. 1A) and certified copies of eight deeds (C., pp. 15 and 16, Ex. P. 1 to P. 8 inclusive) forming plaintiffs' chain of title. These records together with the stipulation that plaintiffs-appellants were the heirs at law of one John W. Connor, deceased (C., p. 13, ll. 14 to 16), the grantee named in the last deed the trial court decided showed a good paper title in the plaintiffs-appellants (C., p. 85, ll. 16 to 19).

The defendant-appellee based its right to possession on the ground that "we have had actual possession of this land occupied by our structure for sixty years" (C., p. 12, ll. 12 to 13), that the plaintiffs-appellants are unable to prove how the possession of the defendant-appellee began (C., p. 13, ll. 11 to 13), that neither the plaintiffs-appellants nor their predecessors in title ever made demand upon the defendant-appellee for the possession of said premises nor did they ever demand anything for the use of said land and that defendant-appellee never paid for the use thereof (C., p. 17, ll. 38 to 40; C., p. 18, ll. 1 to 9).

POINT I.

Sixty years' actual possession by the defendant does not give it a right to possession superior to plaintiffs' title.

The plaintiff having proved a good record title every presumption must be indulged in favor of it, and the defendant must prove that its possession was adverse by clear, positive, unequivocal proof. *Johanson v. Atlantic City R. R. Co.*, 73 N. J. L. (Err. and App.) 767.

The defendant failed to show the conditions under which its possession began. It made no attempt to prove that it entered into possession under a claim of title or adversely to the title of plaintiffs' predecessors in title. It made no attempt to prove that its occupancy was not permissive. The fact that the plaintiffs and their predecessors in title never demanded possession nor demanded nor received moneys for the use of the land does not tend to show that the possession was adverse but rather that it was permissive and with their consent.

The learned trial judge in his findings (C., p. 86, ll. 21 to 23) speaks of the *use* of the *locus in quo* for bridge purposes. There is nothing, we submit, in the record to show that the defendant's structure was a completed bridge or that it was ever used for bridge purposes. There is nothing in the record to show that the public ever used defendant's structure as a bridge or that defendant ever derived any income from its use for bridge purposes.

This case having been submitted to the court on an agreed state of facts, we submit that the court's decision can be based only on the facts admitted in the record and that other facts cannot be inferred.

In 25 Ruling Case Law, page 1105, Section 13, the law is stated as follows:

“In its scope, an agreement as to the facts should be limited so as not to extend beyond what the parties thereto clearly intended. And if facts are agreed upon and the questions of law alone are submitted to the court for its judgment, the court can only respond to the question of law arising from the admitted facts, and will not infer another fact and pronounce the law arising thereon.”

All that the record shows is actual peaceable possession by the defendant for sixty years, which standing alone is not that adverse, hostile possession which the statute requires. The defendant relying on the statute has the burden of proving not only that it was in actual continuous possession for the full period required by the statute but also that its possession was hostile and adverse and without the permission of the record owners.

In the case of *Rowland v. Updike, et al.*, 28 N. J. L. 101, the rule is laid down as follows:

“Where one party proves title by documentary evidence, and the opposite party rests his claim of title, solely upon adverse possession, the burden of proof is upon the latter and he must prove such adverse possession beyond a reasonable doubt.”

In the case of *Johanson v. Atlantic City R. R. Co.*, *supra*, the court said at pages 767-768:

“This writ brings up for review a judgment of the Supreme Court entered upon a special verdict returned from the Camden Circuit. The action was ejectment brought by the plaintiffs to recover the possession of a strip of ground on the northerly side of Salem street, between Burlington street and Broadway in Gloucester City, N. J. The land of the plaintiffs abuts on the north

side of Salem street, and their right to the fee extends to the centre line of the street. The special verdict shows that the defendant company in the year 1875 located its single track, narrow-gauge steam railway through the center of Salem street, in front of plaintiffs' land and upon and over a portion of it described in the declaration; that the defendant in the year 1885 changed its track so located to that of a broad-gauge steam railway, and that from and after the year 1875 has continued to operate its trains daily over said tracks, up to the time of the beginning of this suit in 1904. The defendant entered a plea of not guilty. The special verdict was silent as to the character of the possession of the defendant during the period of its occupation, and the court held that the presumption was, in that condition of the evidence, that the defendant's possession was permissive, not adverse, and accordingly rendered judgment for the plaintiff.

"We concur in the view thus reached by the court below. The general rule is that where the possession of land is separated from the title, the law will not presume that the possession is adverse, but every presumption is in favor of possession in subordination to the title of the true owner. 1 Am. & Eng. Encycl. L. (2d ed.) 889 * * *."

A stipulation or agreed state of facts is the same as a special verdict. *National Bank of New Jersey v. Berrall*, 70 N. J. L. 757.

In the case of *New York Cent. R. Co. v. Kissella*, 155 N. E. (Mass.) 284, the court held.

"In action involving claim to title by adverse possession, every presumption is indulged in favor of holder of record title, and title by adverse possession must be established by clear, positive, unequivocal proof, and not merely by inference or imputation.

“Party claiming title by adverse possession has burden of proving that he took exclusive possession of land, that possession is open, notorious, hostile and adverse and that such possession continued uninterruptedly for the full statutory period.”

In the case of *Johns v. Johns*, 90 Atl. (Pa.) 535, the court said at page 548:

“Where a party relies on the statute of limitations as giving him a positive title, one with which he can successfully assail even the holder of the legal title in possession, he ought to be held to show all the elements constituting it conjoined and united in his hands, and that he, or those under whom he claims, entered into the possession of the premises, claiming the same as and for his own property, and that as such he has held actual, adverse, continued, visible, notorious, distinct and hostile possession thereof for the full period of 21 years. * * * A court should, in case of such a title, see that there is evidence to go to the jury on all these points. If it be wanting as to any of them, then an essential of title is wanting, and the duty of the judge is plain. He should instruct the jury that there is not sufficient evidence to entitle the plaintiff to recover.”

In the case of *Wittke, et al. v. Wittke, et ux* (Errors and Appeals), 130 Atl. 598, the court said at page 599:

“The last point made in behalf of the appellants is that they proved title by adverse possession. This point was not made a ground upon which the motion of the appellants to direct a verdict in their favor was based. It need not be considered. It can, however, be disposed of in a few words. One of the essential elements of title by adverse possession is that the possession be hostile. The testimony in the present case shows that the possession of Richard was

permissive. Charles was Richard's cousin. Charles was willing, according to Richard's testimony to sell the lot to Richard for \$500. Charles permitted Richard to place his building material on the lot during the construction of Richard's home, to let Richard use it as a garden, in fact to let him have the full enjoyment thereof. No claim of adverse possession can be successfully maintained where the possession of the claimant is found upon permission. It must be hostile as well as actual, visible, exclusive and continuous. The claim of Richard lacked the element of hostility. Richard was content to sit by, enjoy for the time being all that the ownership of the lot could have given him, and at the same time retain the \$500, and the use thereof. Charles' death and the attitude of his heirs has perhaps caused Richard to see his error in not availing himself of his cousin's offer during his cousin's lifetime. Richard cannot acquire the land of Charles by asserting a claim of title by adverse possession because of the lack of evidence of any hostility upon the part of Richard to Charles' rights in the premises for the possession of which this action of ejectment was instituted."

In the case of *Northern R. Co. v. Demarest*, 108 Atl. p. 378, the rule is laid down as follows:

"Where plaintiff proves title in himself, the burden is cast upon defendant to prove that he has been in possession for the statutory period necessary to give him a right to possession superior to plaintiff's title, and to sustain such burden defendant must prove that he and those under whom he claims have held adverse possession for 20 years. If the defendant fails in such proof, it is immaterial whether plaintiff has been in possession at any time within 20 years, for the legal title draws to it the possession, and defendant must overcome that status by clear and convincing evidence. *Rowland v. Updike*, 28 N. J. L. 101; *Van Cleve v.*

Rook, 40 N. J. L. 25; *Myers v. Folkman*, 86 N. J. L. 29, 90 Atl. 1051.

“The charge left the jury to determine whether defendant’s claim of adverse possession was proved by a fair preponderance of the evidence. In this we think there was error, for it has been held by this court that such a title must be proved by clear and convincing evidence. *Rowland v. Updike*, *supra*; *Myers v. Folkman*, *supra*.

“In any event the burden was on defendant to prove that the possession by himself and his father was hostile, and to do so he was compelled incidentally to prove that their possession was not permissive. There was no legal presumption that the possession by defendant and his father was hostile or inconsistent with the legal title, and there was no evidence of that character produced.”

POINT II.

Defendant’s possession was permissive.

In the case of *Penn. R. R. Co. v. Hulse*, 59 N. J. L. 54, the rule is laid down that “where the plaintiff’s use of a way was at its inception permissive its mere continuance for the statutory period will not ripen into a hostile right.”

In the present case, although there is no direct proof as to the character of the defendant’s possession at its inception, if we are to infer it from the record, we submit that the only reasonable inferences that can be drawn is that the use was permissive.

The Act of 1836 (Ex. P. 8A), under which the defendant was incorporated, discloses that among the incorporators of the defendant company were Peter H. Dilts, Francis Tomlinson, Wilson Bray, John Runk and Thomas Cherry.

The record of the administration of the estate of Jabez White (Ex. P. 1A), who died seized of the lands in question, shows that Peter H. Dilts was one of the administrators of his estate (Ex. P. 1A, C., p. 24); that Francis Tomlinson made the application for the partition of decedent's real estate (Ex. P. 1A; C., p. 25); that Wilson Bray was one of the commissioners appointed to sell decedent's land (Ex. P. 1A; C., p. 31) and that the purchasers at the commissioner's sale of the lands in question were John Runk and Thomas Cherry (Ex. P. 1A; C., pp. 34-35).

In the case of *Nugent v. Lindsley*, 116 Atl. (Errors and Appeals) 790, it was held that "there is an inference of fact that identity of name indicates an identity of person," so that we must assume as a matter of fact that the above-named incorporators of defendant company had personal knowledge not only of the formation of the defendant company and the building of its bridge but also of all the above-mentioned facts surrounding the sale of the premises in question.

The application for partition is dated March 30, 1837 (C., pp. 25-26). Wilson Bray was substituted as commissioner under date of April 25, 1843 (C., p. 31). The commissioners reported that the real estate could not be divided without great prejudice and it was ordered sold under date of August 1, 1843 (C., pp. 32-33). The premises in question were sold to John Runk and Thomas Cherry on December 23, 1843 (C., pp. 34-35). The record further shows that under date of January 13, 1844 Runk and Cherry conveyed a one-half interest in said land to John White individually and also under the same date

conveyed the other half interest to John White in trust for Susan Connor (Ex. P. 2; C., p. 36; Ex. P. 3; C., p. 41).

The record is silent as to when the defendant entered upon the premises in question and we submit that the only inference that can be drawn from the above record is that it was made at or about this period and with the full knowledge and **consent of the owner.**

We respectfully submit that the judgment of the Supreme Court in favor of the defendant-appellee should be reversed and that judgment should be entered in favor of the plaintiffs-appellants.

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Of Counsel.

