

In Chancery of New Jersey.

Between

THE EQUITABLE LIFE ASSURANCE SO-
CIETY OF THE UNITED STATES,

Complainant,

and

JULIA LAIRD AND OTHERS,

Defendants.

On Bill, &c.

Petition.

To His HONOR THEODORE RUNYON, Esq., Chancellor of the
State of New Jersey :

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The petition of Thomas J. McCahill, one of the purchasers at the sheriff's sale of the mortgaged premises which the bill in this case was filed to foreclose, for an order of this court relieving him from his said purchase, and for an order directing the sheriff of Monmouth county to pay to your petitioner the money he paid to said sheriff on account of such purchase, at the time of the said sale, respectfully sheweth :

First. That on the twentieth day of January, eighteen hundred and seventy-three, the complainant filed its bill in this court for the purpose of having a decree directing the defendant therein named to pay and satisfy the amount due on a certain mortgage, given by Samuel Laird, deceased, to complainant, on certain lands in Long Branch, and in default thereof to have the same sold to satisfy such amount, and to foreclose all equity of redemption of said defendants in said lands. 20

That on the filing of said bill process was duly issued against all the defendants named therein, but the sheriff of the county of Monmouth returned Julia F. Laird, one of the defendants, and the widow and one of the heirs-at-law of the said Samuel Laird, as a non-resident, and thereupon an order of publication was taken against her, which order directed the usual notice to be published in the Long Branch Times, and afterwards the said notice was published not in the Long Branch Times but in the Long Branch News.

- 10 And your petitioner further shows, that the said Julia F. Laird was in fact a resident of this state at the time of the affidavit of non-residence and the order of publication and has been so since, that her place of residence was Long Branch, New Jersey.

- 20 That afterwards, to wit: on the twenty-second day of March, eighteen hundred and seventy-three, the said complainant filed an amended bill of complaint in this cause, in which said amended bill there are not only new parties, but new matter is set up; that no new subpoenas were issued to the defendants in the original bill; that said amended bill contained new matter of considerable importance to the defendants, Julia F. Laird and Annie Laird the heirs-at-law of Samuel Laird, deceased; and they had filed in this court an answer to a bill of complaint of Jacob B. Rue who was made a party to this suit by said amended bill for his owning a mortgage on the premises mentioned in bill of complaint, and which mortgage his (Rue's) said bill was filed to foreclose, and to which the said defendants, Laird, filed an answer setting up usury.

- 30 That the defendants, William W. Conover, William R. Mapes, John Slocum, James Slocum, William H. Vredenburg, Jacob B. Rue, Charles Hulick, Thomas Lawley, Jeremiah Reed, Thomas Eager, William Eager, and Nicholas Crean, filed their several answers.

- 40 That on the twenty-first day of June, eighteen hundred and seventy-three, a final decree was entered in this cause, (the bill having been previously taken as confessed against those defendants not answering), adjudging and decreeing that the mortgaged premises be sold, and for that purpose a writ of fieri facias be directed to the Sheriff of the County of

Monmouth, commanding him to make sale and to sell in nine separate parcels.

The first parcel being that designated in the complainant's mortgage as Tracts "A," "B" and "D," excepting from Tract "A," a small tract of about three acres, and giving a particular description thereof, and directing how the proceeds arising from such parcel should be applied.

The second parcel to be sold being the tract designated in the complainant's mortgage as Tract "C," particularly describing the same, and directing how the proceeds there- 10
from should be applied, and in the same manner as to the other seven parcels.

And the third parcel to be sold being the small tract of land excepted from Tract "A," and excepting from this tract certain lands conveyed by Samuel Laird, in his life time.

That a writ of fieri facias was afterwards issued to said Sheriff of Monmouth County, in conformity with said final decree.

That the sale of the premises was duly advertised to take 20
place on the sixth day of September, eighteen hundred and seventy-three, at the Mansion House, Long Branch, in said county.

At which time and place the said sheriff proceeded to sell the premises, but the said sheriff instead of complying with the directions of the decree as to manner of sale, put up for sale in one parcel the tracts designated in complainant's mortgage and in the final decree and fieri facias, as Tracts "A," "B," "D" and "C," in one parcel.

And your petitioner in behalf of himself and Thomas 30
McLelland, bidding therefor the highest sum, to wit, the sum of sixty-one thousand dollars, the said sheriff did thereupon strike off and sell said Tracts "A," "B," "D" and "C," to your petitioner and the said Thomas McLelland.

And the said sheriff afterwards put up for sale the small tract so excepted from Tract "A," and your petitioner and said Thomas McLelland bidding therefor the highest sum, to wit, seven thousand one hundred and fifty dollars, the same was struck off to them.

And your petitioner and the said Thomas McLelland then 40

signed the terms of sale and paid the twenty per cent. on the amount bid for all said land, each paying his half.

That on the day of said sale, before and during the progress thereof, the parties interested therein by holding liens on the premises, to wit, represented and gave out among the by-standers, that whoever purchased the property at the sheriff's sale would certainly get a good title. And that after making said bid and signing said terms of sale, your petitioner proceeded to examine the foreclosure proceedings
 10 in the case, and upon the defects above stated, as well as numerous others being found, he consulted counsel and was advised that the said errors in the title were fatal, and that he was not bound to and ought not to pay the balance of the purchase money until these errors were rectified, if it were possible so to do.

That this petitioner so informed the sheriff, and on the day fixed for the delivery of deed, your petitioner and said Thomas McLelland waited on the said sheriff, at his office in Freehold, with the balance of the purchase money, ready
 20 and willing to carry out and fulfil his part of the bargain, and take the property, provided the sheriff was able and willing to give him a conveyance of the said premises which would convey to your petitioner and said McLelland a good title to said premises, and not be subject at any time hereafter to be vacated and declared void on account of irregularities in the proceedings.

That the said sheriff was unable to give such conveyance, as said errors and irregularities have not been corrected.

And your petitioner further says, that said deed tendered
 30 by said sheriff, was faulty in its recitals and in the description.

And said sheriff not being able to give a proper deed and title for the premises to your petitioner, and said McLelland, your petitioner, demanded that the said sheriff should repay to him the money he had paid at the time of the sale of the said premises on account, which the said sheriff declined and refused to do.

And that immediately thereafter the said sheriff readvertised the said premises for sale, neither the complainant nor
 40 any defendant, nor the sheriff having attempted to have said

errors corrected, or give such title in said premises to your petitioner and said McLelland as they were entitled to.

And your petitioner insists that said sheriff not being able or willing to convey to your petitioner and said McLelland such title to such premises and land, struck off to them as aforesaid at the sale in this cause, as he was bound in law to give and they were justified in demanding; your petitioner was not bound or cannot be compelled to pay his share of the balance of the money and accept the deed so tendered as aforesaid by the said sheriff; and further that he is entitled to be relieved of his said bid and to have the money he paid to the sheriff at the time of sale repaid to him. 10

Your petitioner would therefore prays for an order of this court relieving him from all responsibility and liability on account of and under his said bid for the mortgaged premises at sheriff's sale in this case, September 6th, A. D. 1873.

And that the sheriff be directed and ordered to refund and repay to your petitioner the said twenty per cent. on his moiety of the amount of the bid paid by him to said sheriff at the close of the sale, and for such other and further relief as may be equitable or just, and your petitioner as in duty, &c. 20

THOS. J. McCAHILL.

L. & A. ZABRISKIE,

Sol'rs and of Counsel with Petitioner.

CITY, COUNTY AND STATE OF } ss.
NEW YORK.

Thomas J. McCahill, the petitioner above named, being duly sworn, on his oath saith: that the matters and things above set forth as far as they relate to his own acts are true, and as far as they relate to the acts of others he believes them to be true. 30

THOS. J. McCAHILL.

Sworn and subscribed this day of November, 1873, before me, at New York,

WM. MARTIN,

*A commissioner for the State of New Jersey,
residing in the city and county of New York.*

[L. s.]

IN CHANCERY OF NEW JERSEY.

Between

THE EQUITABLE LIFE ASSURANCE
SOCIETY, &c.,*Compl't,**and*

JULIA F. LAIRD AND OTHERS,

*Defen'ts**On Bill, &c.**Rule to Show
Cause.*

Upon reading the petition of Thomas J. McCahill, one of
10 the purchasers of the mortgaged premises at Sheriff's sale in
this case, asking to be relieved of his bid and to have his
twenty per cent. he has paid on said purchase returned to
him—

It is ordered, on this 2d day of December, A. D. 1873,
that the complainant and defendants show cause, before the
Chancellor, at his chambers, in the city of Newark, on
Wednesday, the 10th instant, at 10 o'clock, A. M., why the
prayer of the petitioner should not be granted, and that all
20 parties have leave to take depositions under this rule. And
that this rule and the petition need only be served on the
complainant and such defendants as have filed their answer,
and that three days service thereof shall be taken as suffi-
cient service.

THEODORE RUNION, C.

IN CHANCERY OF NEW JERSEY.

Between

THE EQUITABLE LIFE ASSURANCE SO-
CIETY OF THE UNITED STATES,
Complainants,

and

JULIA LAIRD, CHARLLS A. BENNETT,
EXR., &C., AND OTHERS,
Defendants.

Thomas J. Cahill, one of the purchasers at the sheriff's sale of the premises described in the bill, in this cause and under the execution herein, having filed his petition asking to be relieved of all his responsibility under his said bid at said sheriff's sale, and for an order directing said sheriff to refund and repay to said Thomas J. McCahill the twenty per cent. paid by him to said sheriff on account of his moiety of the amount of the bid at such sale—and a rule to show cause why the relief prayed by the petitioner should not be granted being made and duly served, together with the petition, on the complainant and all the defendants answering, and the same coming on to be heard on the return thereof, and the Court having heard and considered said petition, as well as the argument of counsel of petitioners in support thereof, and of counsel for complainant, and the defendants in opposition thereto, and it being of opinion that the relief asked by said petitioner should not be granted—It is, on this seventeenth day of February, eighteen hundred and seventy-four, ordered, adjudged and decreed that the relief prayed by said petitioner be denied and his petition be dismissed, and the rule to show cause granted thereon discharged, without costs to either party.

THEODORE RUNYON, C.

FEBRUARY TERM, 1874.

THE EQUITABLE LIFE ASSURANCE SO-
CIETY OF THE UNITED STATES,

vs.

JULIA LAIRD AND OTHERS.

THE CHANCELLOR. The mortgaged premises in this suit were sold by the Sheriff of the County of Monmouth under the *feri facias* issued for that purpose. The petitioners became the purchasers at the sale. They paid the amount of 10 deposit required by the conditions. They now apply for an order that the deposit be returned to them on the ground that since the sale they have discovered that the title to the mortgaged premises is defective, because, as they allege, the interest of Julia Laird, widow of the owner of the equity of redemption was not foreclosed in the suit, and because the proceedings in the cause were irregular.

They allege that Julia Laird was, at the time of the filing of the bill, a resident of this State, and ought therefore to have been served with process in the suit.

20 The evidence satisfies me that she was not, at the time of filing the bill in this cause, or at the time of issuing the subpoena to answer addressed to her, or at the time of making the order for publication, a resident of this State. But, if she were, the order was warranted by the affidavit which was before this Court when it was made. The statute *Nix. Dig.* 109, Sec. 22, directs that, "In case of a bill filed against any defendant against whom a subpoena or other

process to appear shall issue, and such defendant shall not cause his appearance to be entered in such suit, as, according to the rules of said Court, the same ought to be duly entered in case such process has been duly served, and it shall be made to appear, to the satisfaction of the Chancellor, that such defendant is out of the State, or cannot, upon due inquiry, be found therein, or that he conceals himself within this State, every such defendant shall be deemed and taken to be an absent defendant, and thereupon the Chancellor may by order direct such absent defendant to appear, 10 plead, answer or demur to the complainants bill, at a certain day therein to be named, not less than two nor more than six months from the date of such order, which order shall, within twenty days thereafter, be served personally on such defendant by a delivery of a copy thereof to him, or be published in one or more of the public newspapers printed in this State, and designated in such order for six weeks successively, at least once in each week, and which order shall also be published or served in any other manner that the Chancellor may see proper to direct." 20

The statute applies as well to persons who may be domiciled in this state as to those whose domicile is beyond its borders.

The petitioners further insist that, if Mrs. Laird was properly regarded by the Court as an "absent" defendant, notice was not given to her, according to the requirements of the statute.

It appears that the order for publication, directed that the notice be, within twenty days from its date, served on Mrs. Laird, either by actual service upon her personally, or by 30 leaving the same at her residence with a person of the family, or that in default of such service the notice be published within said twenty days in the Long Branch Times, a newspaper printed at Long Branch, in this State, and continued therein for six weeks successively, at least once in every week, and that a copy thereof be directed to her post office address, if the same could be ascertained. The order was, in all respects, complied with, except that the newspaper in which the notice was published was one called the Long Branch News. It was, however, the only newspaper which, 40

at the date of the order, was printed or published at Long Branch. The designation Long Branch Times was, unquestionably, a mere misnomer. I have no doubt that the order is amendable in this respect. There is not—there cannot be—any question but that the Long Branch News was the paper intended by the Court in making their order for publication. The misprision in drawing the order may be corrected.

In *Jeffrey's Heirs v. Calles & Dana* (Kerr) 466 in error, 10 the defendant had obtained a decree against the unknown heirs of Jeffreys upon a certificate of publication by a person as editor of the newspaper in which the publication was made. But editors were not by law authorized to certify such publications—the certificate of the printer of the newspaper was required. The Court had permitted the person who had so certified as editor to amend the certificate three years afterwards. The order allowing the amendment was affirmed in the Appellate Court.

It appears by the testimony that Mrs. Laird was present 20 at the sale of the mortgaged premises by the Sheriff, and neither gave notice of any claim upon the property, nor protested against the proceedings under which it was sold.

She did not appear, plead, demur or answer in the suit.

The complainants amended their bill on the twenty-second day of March, 1873. The time for appearance fixed in the order for publication was the 12th of April, 1873. Mrs. Laird took no copy of the bill from the office.

It is objected by the purchasers that a decree based on the bill as amended cannot bind her. The 52d rule of this Court 30 provides that the complainant may amend his bill, of course, and without motion or rules, at any time before answer, plea or demurer filed, and without costs. The 55th rule provides that, "in all cases where the defendant's appearance has been intended, and he hath procured a copy of the bill, and the complainant is allowed to amend without costs, he shall furnish the defendant with a certified copy of the amended bill, or amend the defendant's copy gratis."

As before stated, Mrs. Laird did not appear in the suit. Under the rule the complainant was at liberty to amend his 40 bill, and no new subœna to her to answer was necessary. In

Maddock's Chancery, p. 369, it is laid down that an amended bill is considered as an original bill, but new subpœnas are not necessary.

In *Daniels ch. Prac*, p. 402 (4th edition) it is said, in reference to amendments of the character of those made in this case, "But although it is the practice to call a bill thus altered an amended bill, the amendment is in fact esteemed but as a continuation of the original bill, and as forming part of it, for both the original and amended bill constitute but one record, so much so that where an original bill is fully answered, and amendments are afterwards made to which the defendant does not answer, the whole record may be taken *pro confesso* generally, and an order to take the bill *pro confesso* as to the amendments only will be irregular." 10

In *Smith's Chancery Practice*, 250, it is said, "A bill may be amended without costs if the order to amend is obtained before the defendants have appeared, or, if some of the defendants have appeared and others have not, it may be amended as to those who have not appeared, and as to those who have appeared on the terms of amending their office copies." 20

In pages 254 and 255 of the same work it is laid down that all those defendants who have answered the original bill are, if required to answer the amendments served with subpœnas, but it is not necessary to serve those defendants who by the order are not required to answer, nor those defendants who have appeared but not filed answer to the original bill, with subpœnas to answer the amended bill.

In *Stanley v. Bond b. Beav.*, 420, it was held that where a bill is amended before answer it is not necessary to serve a subpœna to answer the amendments. In that case application was made to discharge an attachment which had been issued against the defendant for not having answered. On his behalf it was urged that the bill ought to be regarded as an original bill, filed at the time of filing the amendments and since. Should it be so regarded the time for answering would not yet have expired, the attachment was prematurely issued. The court, however, had no doubt of the regularity of the attachment, and refused the motion, with costs. 40

Mrs. Laird is not before the court complaining of any violation or disregard of her rights, whether through want of notice or regularity of proceeding. The court adjudged that she had been duly notified according to law, and in pursuance of that adjudication it decreed that she should stand absolutely debarred and foreclosed of all equity of redemption in the premises when sold under the decree.

But it is further objected that after the mortgaged premises had been advertised for sale, under the execution, an order of this court was made directing the sheriff to sell the property in a different manner from that in which it was directed to be sold by the decree and execution. Whether the property be ordered to be sold in parcels, or all together, the notice of sale is the same; the only question that can arise is as to the propriety of the practice. To have sold the property according to the directions of the decree and execution would have been to sacrifice it. It was discovered that so to sell it would be to dispose of the hotel building in two parts. The incumbrances, other than the complainant's, therefore, and the personal representative of Samuel Laird, deceased, who at the time of his death was the owner of the redemption, to avoid the difficulty united in an agreement that an order should be entered directing that the sale be made in other parcels than those specified in the decree and execution, and that all the proceeds of sale after satisfying the first mortgage, the complainants', which was on the whole property, and which it may be remarked was executed by Samuel Laird prior to his marriage with the defendant, Julia Laird, be brought into court and disposed of according to the equities between the parties. The complainants made no objection to the proposed order, and the order was made, in effect amending the decree and execution in these respects. It has been the practice of this court to make such amendments in that manner in the interest of all parties, thus to provide for the sale of the mortgaged premises in the most advantageous way. The subject is thoroughly under the control of this court. The amendment of the decree and execution could not in any way injuriously affect the title acquired by the purchasers at the sheriff's sale.

40 The petition of the purchasers will be dismissed, but without costs, and the order for publication will be amended.

IN CHANCERY OF N. J.

Between

THE EQUITABLE LIFE ASSURANCE SO-
CIETY OF THE UNITED STATES,*Complainants,*

and

JULIA LAIRD, CHARLES A. BENNETT,
EX'RS, &C, AND OTHERS,*Defendants.**On Bill, &c.**Notice of Appeal.*

Thomas J. McCahill, one of the purchasers of the premises 10 mentioned in the bill of complainant, and sold to him and another under the execution made in this cause, and who filed a petition in said cause to be relieved of the bid and contract thereon, appeals from so much of the order made in this court on said petition as adjudged and decreed that the relief prayed by said petitioner and petition be denied and his petition be dismissed, and that rule to show cause granted on said petition be discharged to the court of errors and appeals for the last resort in all causes of law.

L. & A. ZABRISKIE, 20
Sol'rs of said Petitioner.

Dated, February 17, 1874.

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

AUGUSTUS ZABRISKIE,
Of Counsel with Petitioner.

A true copy,
H. S. LITTLE.

NEW JERSEY COURT OF ERRORS & APPEALS.

Between

THOMAS J. McCAHILL,

Appellant,

and

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES AND OTHERS,

*Respondents.**Petition of
Appeal.*

10 To the Honorable Court of Errors and Appeals in the last resort in all cases of law :

The humble petition of Thomas J. McCahill, the appellant in the above stated cause, respectfully shows that your petitioner finds himself aggrieved by a certain order and decree made by his Honor Theodore Runyon, Chancellor of New Jersey, bearing date February seventeenth, eighteen hundred and seventy-four, upon a petition filed by this appellant in a cause wherein The Equitable Life Assurance Society of the United States was complainant, and Julia
20 Laird, Charles A. Bennett, Executor, Charles Hulick, Gordon D. White, John A. Parker, William H. Vredenburg, Anne Laird, Jacob B. Rue, Thomas Lauley, Jeremiah Reed, Thomas Eager, William Eager, Nicholas Crean, George T. Brown, William R. Mapes, John Slocum, James Slocum, and William W. Conover and this appellant, and Thomas McLellan were defendants, in this respect, to wit :

That said order and decree adjudges and decrees that the relief prayed for your petitioner in this said petition be denied and the same be dismissed, and the rule granted to show

cause on said petition be discharged, and your petitioner appeals from that part of the said decree of the chancellor which decrees as aforesaid on the ground that the same is erroneous, for that the relief prayed by the petitioner in his said petition (i. e. that he should be relieved from his bid at the sheriffs sale set out in his said petition, and that the money he paid on account thereof be returned to him) should have been granted and allowed.

Your petitioner therefore prays that the said decree of the said chancellor be reversed, set aside and for nothing 10 holden.

And that your petitioner may have such relief in the premises as to this honorable court shall seem meet.

L. & A. ZABRISKIE,
Sol'rs of Appellant.

A. ZABRISKIE,
Of Counsel with Appellant.

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NEW JERSEY COURT OF ERRORS & APPEALS.

SUPPLEMENT.

NEW JERSEY, *to wit*.—The State of New Jersey
 [L. s.] to Julia Laird, Anne Laird, Charles A. Bennet,
 executor of Samuel Laird, deceased, Charles
 Hulick, Gordon D. White, John W. Parker, William H.
 Vredenberg:

GREETING—We command you, that you personally appear
 before our Chancellor, in our Court of Chancery, on the
 fourth day of February next, at Trenton, to answer to a bill 10
 of complaint exhibited against you, in our said Court, by
 The Equitable Life Assurance Society of the United States,
 and to do, further, and receive what our said Court shall
 have considered in that behalf: and this you are not to
 omit, under the penalty of five hundred dollars.

Witness, his Honor, A. O. Zabriskie, Chancellor of our said
 State, at Trenton, the twentieth day of January, in the
 year of our Lord one thousand eight hundred and
 seventy-three.

H. S. LITTLE, 20
Clerk.

NOTICE.—The defendants are not required to appear at
 Trenton *in person* at the return day, but must cause a
 written appearance to be entered, by a solicitor or otherwise,
 and answer the bill of complaint within the time required
 by law.

STATE OF NEW JERSEY, }
 MONMOUTH COUNTY, } ss.:

Samuel T. Hendrickson, Sheriff of said county, being
 duly sworn on his oath, saith, that he served the within 30
 writs of subpœnas on all the within named defendants, the
 21st day of January, A. D. 1873.

And deponent further saith that he has made due and

diligent inquiries for Julia Laird, for the purpose of serving upon her said subpoenas, and he is informed and believes that said defendant is not a resident of this County at this time, but resides in the City of New York.

SAMUEL T. HENDRICKSON.

Sworn and subscribed before me, this 29th day of January,
A. D. 1873.

HOLMES W. MURPHY,
Master in Chancery of N. J.

IN CHANCERY OF NEW JERSEY.

Between

THE EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES,*Compl't,**On Bill, &c.,**and*SAMUEL LAIRD AND JULIA T. LAIRD, HIS
WIFE, AND CHARLES A. BENNETT, EXE-
CUTOR OF SAMUEL LAIRD, DECEASED,*Def'ts.**Order for Pub-
lication.*

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The complainant having filed their bill in the above cause, and process of subpœna having been issued and returned according to law.

And it being made to appear, by affidavit, that the defendant, Julia Laird, resides out of the State of New Jersey, and that process could not be served upon her. It is, on this 11th day of February, 1873, on motion of Frelinghuy- sen and Kirkpatrick, their solicitor of the complainants, or- dered, that the said absent defendant do appear and plead, demur, or answer to the complainant's bill, on or before the 20 12th day April next, or that in default thereof, such decree be made against her, as the Chancellor shall think equitable and just.

And it is further ordered, that the notice of this order prescribed by the rules of this Court, shall, within twenty days hereafter, be served on the said absent defendant, either by actual service upon said defendant, personally, or by leaving the same at her residence, with a person of the family; or in default of such service, that said notice be pub- lished within the said twenty days in the Long Branch 30

Times, a newspaper printed at Long Branch, in this State, and continued therein for six weeks, successively, at least once in every week, and that a copy thereof be also mailed, within the same time, to the said absent defendant, directed to her post office address, if the same can be ascertained.

A. O. ZABRISKIE, C.

Affidavit of Publication.

STATE OF NEW JERSEY, }
County of Monmouth. } ss. :

- 10 James P. Connolly, of full age, of said County, being duly sworn upon his oath, saith : That he is the foreman of The Long Branch News, a newspaper printed and published at Long Branch, in said County and State, and that the notice of which the annexed is a printed copy, has been published in the said Long Branch News, for six weeks successively, at least once in each week, commencing on the twenty-second day of February, in the year of our Lord one thousand eight hundred and seventy-three.

J. P. CONNOLLY.

- 20 Sworn and subscribed, before me, this Twenty-ninth day of March, A. D. One Thousand Eight Hundred and Seventy-three,

J. STULTS,
Notary Public.

IN CHANCERY OF NEW JERSEY.

Between

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES,

*Compl'ts,**and*

JULIA LAIRD, CHARLES HULICK, GORDON D. WHITE, JOHN W. PARKER, WILLIAM H. VREDENBURGH, ANNE LAIRD, CHARLES A. BENNETT, executor of SAMUEL LAIRD, deceased, JACOB B. RUE, THOMAS LAWLEY, JEREMIAH REED, THOMAS EAGER, WILLIAM EAGER, NICHOLAS CREAN, GEORGE T. BROWN, WILLIAM R. MAPS, JOHN SLOCUM, JAMES SLOCUM, and WILLIAM W. CONOVER,

*Defendants.**On Bill, &c.*

10

Final Decree.

This cause, coming on to be heard in the presence of Frelinghuysen and Kirkpatrick, solicitors for and of counsel 20 with the complainants, and R. Allen Jr., solicitor for and of counsel with the defendant, William W. Conover, and John E. Lanning, solicitor and of counsel with the defendants, William R. Maps, John Slocum and James Slocum, and of William H. Vredenburg, who appeared as well for himself as the solicitor and of counsel with the defendant; Jacob B. Rue and Henry G. Clayton, the solicitor and counsel with the defendant, Charles Hulick and Charles Haight, the solicitor and counsel with the defendant, Thomas Lawley and Williamson & Man, the solicitors and 30 counsel with the defendants, Jeremiah Reed, Thomas Eager

and William Eager, and Nicholas Crean, the complainant's bill having been heretofore taken as confessed against the defendants, Julia Laird, Gordon D. White, John W. Parker, William H. Vredenburgh, Anne Laird, Charles A. Bennet, executor of Samuel Laird deceased, and George T. Brown, the other defendants; whereupon, and upon reading a report upon file, made by Samuel H. Pennington, Junior, Esquire, one of the masters of this Court, bearing date the twenty-eighth day of May, A. D. eighteen hundred and

10 seventy-three, from all which it appears that there was due to the complainant on the day of making said report for principal and interest upon their said mortgage the sum of thirty-three thousand six hundred and thirty dollars and fifty-one cents, and to the defendants, William R. Maps, John Slocum and James Slocum, on the day of the making said report for principal and interest upon their said mortgage, the sum of five thousand eight hundred and nineteen dollars and eighty-five cents, and to the defendant, Charles Hulick, on the day of making said report for principal and

20 interest upon his said mortgage, the sum of five thousand and ninety-three dollars and five cents; and to the defendant, William W. Conover, on the day of making said report for principal and interest upon his said mortgage, the sum of eight thousand six hundred and forty-five dollars and eighty seven cents, and to the defendant, Jacob B. Rue, on the day of making said report for principal and interest upon his said mortgage, the sum of nine thousand one hundred and fifty-two dollars and fifty-five cents; and to the defendants, William R. Maps, John Slocum and James

30 Slocum, upon their judgment recovered upon lien claim on the day of said report the sum of six hundred and twelve dollars and ninety cents; and that the premises comprised in the complainant's mortgage embrace the premises comprised in the mortgage of the said William R. Maps, John Slocum and James Slocum, and of William W. Conover and of Jacob B. Rue and of Charles Hulick, and in the incumbrance of the said judgment of Maps and Slocum, but that the same are not all commensurate and equal in their extent and boundaries; that the said complainant's

40 mortgage is unaffected by any of the deeds of conveyance in

the bill of complaint mentioned or produced, that the said mortgage of the complainant is prior in date and registry to to each and all the other said mortgages, and the incumbrance of the judgment of Maps and Slocum, and is entitled to priority in payment over the same, and that the mortgage of William R. Maps, John Slocum and James Slocum, embrace the same premises as are contained in the complainant's mortgage, excepting so much and such parts thereof as are known and designated in the complainant's mortgage as Tract C, and excepting, also, the premises conveyed by Samuel Laird to Patrick Lawley by deed dated January 9, 1869; and that said mortgage is prior in date and registry to each and every other mortgage, except the mortgage of the complainant, and except the mortgage of Charles Hulick, to which said last mentioned mortgage it is subsequent in date but prior in registry, and that said mortgage of said William R. Maps, John Slocum and James Slocum is entitled to be paid next after the mortgage of the complainant; and that the mortgage of the defendant, Charles Hulick, embraces the same premises as are contained in the mortgage of William R. Maps and others, excepting so much and such parts thereof as is known and designated in the complainant's mortgage as Tract B; that said Hulick's mortgage is prior in date, execution and registry, and the mortgages of Jacob B. Rue and William W. Conover, and prior to the incumbrance of the judgment of Maps and Slocum, and is entitled to priority of payment over the same, and to be paid next after the mortgage of the defendants; William R. Maps, John Slocum and James Slocum; and that the mortgage of the defendant, William W. Conover, embraces the same premises as are contained in the complainant's mortgage, except so much as was conveyed by Samuel Laird to Patrick Lawley; and that said Conover's mortgage is prior in date, execution and registry to the mortgage of the defendant, Jacob B. Rue, and prior to the lien of the judgment of Maps and Slocum, and is entitled to priority of payment to the same and next after the mortgage of the defendant, Hulick, but as respects Track B, is entitled to be paid next after the mortgage of the defendants, Maps

and Slocum ; and that the mortgage of the defendant, Jacob B. Rue embraces the same premises described in the mortgage of the complainants, except the lot conveyed to Patrick Lawley by Samuel Laird, and comprises the same premises described in the mortgage of William W. Conover ; that mortgage of said Rue is dated, executed and recorded prior to the recovery of the judgment of said Maps and Slocum, and is entitled to priority of payment thereto, and should be paid next after the mortgage of William W. Conover ;

10 and that the judgment of William R. Maps, John Slocum and James Slocum, is a lien upon the said mortgaged premises comprised in the complainant's mortgage, excepting therefrom so much and such parts thereof as were conveyed by Samuel Laird to Patrick Lawley, Jeremiah Reed, William Eager, Thomas Eager and Nicholas Crean and that said judgment is entitled to be paid next after the mortgage of the defendant, Jacob B. Rue ; and no cause being shown or appearing against confirming said report, it is on this twenty-

20 Theodore Runyon, Chancellor of the State of New Jersey, ordered, adjudged and decreed, and the said Chancellor doth by virtue of the authority and power of this Court, order, adjudge and decree that the said Master's report, and all the matters and things therein contained, do stand ratified and confirmed, and that so much of the estate and premises in the mortgage of the complainant and the defendants, William R. Maps, John Slocum and James Slocum, William W. Conover, Charles Hulick and Jacob B. Rue mentioned,

30 aforesaid reported to be due them respectively, with the costs of suit to be taxed, be sold, and that a writ of fieri facias do issue for that purpose out of this court, directed to the sheriff of the county of Monmouth, commanding him to make sale according to law of the said mortgaged premises ; and that he make sale in the first place of the land and premises embraced in the aggregate area of these three certain tracts of land first mentioned in the complainant's mortgage, and therein designated as Tracts A, B and D respectively, excepting from said Tract A, the lot containing

40 three and forty-four hundredths of an acre, conveyed by

Samuel Laird to Woolman Stokes, and also excepting therefrom so much and such parts thereof as lie to the west of said lot of said Woolman Stokes last aforesaid, and to the north of the southerly line of said lot of said Stokes produced westward to the brook, and which said Tracks A, B and D are bounded and described as follows, viz.: Tract A, beginning in the middle of a brook at the northeast corner of lands now or late of Henry Brinly, running thence up said brook south five degrees, east three chains and sixty links; thence north eighty-nine degrees and fifteen minutes, 10 east twenty-two chains and ninety links to the sea; thence along the sea north fourteen degrees, west three chains and fifty-five links; thence south eighty-nine degrees and thirty minutes, west twenty-two chains and forty-four links to the place of beginning; excepting, however, a lot containing three and forty-four one-hundredths of an acre, conveyed by Samuel Laird to Woolman Stokes; also, excepting so much of said tract as lies west of said lot conveyed by Laird to Stokes, and north of the south line of said Stokes' lot extended to the brook on a course south eighty-nine degrees 20 west from the southwest corner of said Stokes' lot. Tracts B and D being bounded as follows: Beginning in the middle of said brook on the northwest corner of a lot formerly belonging to Abraham Hart now or late belonging to Woolman Stokes, thence running north eighty-seven degrees, east twenty chains and twenty links to the sea; thence north along the sea to the southeast corner of Tract A, thence south eighty-nine degrees and forty-five minutes, west twenty-two chains and ninety links to the middle of aforesaid brook, the southwest corner of Tract A, thence up the 30 middle of said brook to the place of beginning, containing ten acres more or less. And that out of the proceeds of said sale he, in the first place, pay to the complainants or their solicitors, the said sum of thirty-three thousand six hundred and thirty dollars and fifty-one cents, with interest thereon, to be computed from the day of the date of said report until the same be paid, together with their costs of suit to be taxed; and that he do then pay out of the proceeds of sale of said first tract (in case there be more than sufficient to answer such payment), in the second place, to William R. 40

Maps, John Slocum and James Slocum, or their solicitor, the sum of five thousand eight hundred and nineteen dollars and eighty-five cents, with interest to be computed thereon, from the date of said report until the same is paid, together with his costs of suit to be taxed ; and that he do then pay out of the proceeds of sale of said first tract (in case there be more than sufficient to answer such payments), in the third place, to Charles Hulick, the sum of five thousand and ninety-three dollars and five cents, with interest to be computed from the date of said report till the same be paid ; and that he do then pay out of the proceeds of said sale of said first tract (in case there be more than enough to make such payments), in the fourth place, to William W. Conover, the sum of eight thousand six hundred and forty-five dollars and eighty-seven cents, with interest thereon, from the date of said report until the same is paid, together with the costs of suit to be taxed ; and in case the proceeds of sale of said first tract are not sufficient to pay the said Hulick and Conover the full amount of their respective claims, together with costs, as aforesaid, that then the said Hulick and Conover shall have the surplus applicable to the payment of either of their claims equitably adjusted and apportioned between them, according to their respective rights and priorities of lien upon the said first tract, to be sold, as aforesaid, and that they or either of them shall have leave to apply to this Court for that purpose ; and that he pay (in case there be more than enough to answer the payment aforesaid), from the proceeds of sale of said first tract, in the fifth place, to Jacob B. Rue, the sum of nine thousand one hundred and fifty-two dollars and fifty-five cents, with interest thereon, from the date of said report till the same shall be paid, together with his costs in this suit to be taxed ; and that he pay from the proceeds of sale of said first tract (in case there is more than enough to make the payments aforesaid), in the sixth place, to William R. Maps, John Slocum and James Slocum, the sum of six hundred and thirteen dollars and ninety cents, with interest to be computed from the date of said report until the same be paid ; and that in the second place, to make sale of the tract of land last mentioned in the complainants' bill, and in their said mortgage designated as Tract

C, and described as follows, viz. : Beginning at the north-west corner of Chelsea road and Chelsea avenue, running thence north along said road, one hundred and forty feet to the southeast corner of Tract D ; thence west along the southerly side of Tract D, two hundred and eighty-four feet and eight inches ; thence south one hundred and forty-five feet to the northerly side of Chelsea avenue ; thence east and along the northerly side of Chelsea avenue, two hundred and forty-three feet and eight inches to the west side of said Chelsea road—the point or place of beginning, 10 being composed of lots known on a map of lots on Chelsea avenue, filed in Monmouth County Clerk's Office, 23d June, 1855, by the numbers 1, 2, 3, 36, 35, and part of 24 ; and that out of the moneys arising from said sale he, in the first place, pay to the complainants or their solicitors, any balance of their said debt, interest and costs remaining due to them, the said complainants, from the sale of the premises first to be sold, as aforesaid ; and that he pay from the proceeds of sale of said second tract (in case there be more than sufficient to make such payment to the complainant), in the 20 said second place, to the said Wm.W. Conover or his solicitor, any balance of his said debt, interest and costs to him remaining due from the sale of the premises first to be sold as aforesaid ; and that he pay from the proceeds of sale of said second tract, (in case there be more than sufficient to make the payments aforesaid) in the third place to the defendant, Jacob B. Rue or his solicitor, any balance of his said debt, and interest and costs to him remaining due from the sale of the premises first to be sold, as aforesaid ; and that he pay from the proceeds of said sale of said second 30 tract, (in case there be enough to make the payments aforesaid) in the fourth place to Maps and Slocum or their solicitor, any balance of the said debt and interest, or their said judgment remaining due from the sale of the premises first to be sold, as aforesaid ; and that, in the third place, he make sale of the residue of the lands and premises contained in the complainant's said mortgage, and in their bill mentioned, except so much and such parts thereof as were conveyed by Samuel Laird to Patrick Lawley, Thomas Lawley, Jeremiah Reed, William Eager, Thomas Eager and 40

Nicholas Crean, as set forth in complainant's bill, and which said tract to be sold in the third place, may be described as all that part of Tract A which lies west of the land conveyed to Woolman Stokes by Samuel Laird, and north of the south line of said Stokes' land extended to the Long Branch brook on a line south eighty-nine degrees west from the south west corner of said Stokes' lot, excepting there-out, however, the lots conveyed by Samuel Laird to Patrick Lawley, Thomas Lawley, Jeremiah Reed, William Eager, 10 Thomas Eager and Nicholas Crean, and that out of the proceeds thence arising he pay to the complainants in the first place any balance of their said debts, interest and costs remaining due and unpaid to them from the sale of the premises first and secondly to be sold, as aforesaid; and (in case there be more than sufficient to meet such payment) that he pay from the proceeds of sale of said third tract in the second place, to William R. Maps, John Slocum and James Slocum any balance of their said debt, interest and costs to which they may be entitled and remaining due to 20 them from the sale of the premises first to be sold, as aforesaid; and (in case there be more than enough to make the payments aforesaid) he pay from the proceeds of sale of said third tract in the third place to Charles Hulick any balance of his debt and interest remaining unpaid to him from the sale of the premises first to be sold, as aforesaid; and (in case there be more than enough to make the payments aforesaid) he pay from the proceeds of sale of said third tract in the fourth place to William W. Conover any balance of his debt, interest and costs remaining due and un- 30 paid him from the sale of the premises to be firstly and secondly sold, as aforesaid; and (in case there be more than enough to make the payment aforesaid) he pay from the proceeds of said third tract in the fifth place to Jacob B. Rue any balance of his debt, interest and costs remaining due and unpaid him from the sale of the first and second tracts directed to be sold, as aforesaid; and (in case there be more than enough to make the payments aforesaid) he pay from the proceeds of sale of said third tract in the sixth place to William R. Maps, John Slocum and James 40 Slocum any balance of their said judgment and interest

thereon remaining due and unpaid them on said sale of the tracts firstly and secondly ordered to be sold, as aforesaid; and it is hereby ordered adjudged and decreed that the said sheriff of the county of Monmouth be, and hereby is, authorized and empowered to divide the said third tract herein described into two or more building lots, in his discretion, and the same to sell in parcels or building lots, the aggregate proceeds thereof to be paid and applied as aforesaid; and that in the fourth place he make sale of that certain lot and parcel of land conveyed as aforesaid to Nicholas 10
 Crean by Samuel Laird, and which is described as follows, viz.: Beginning at a stone on the south-west corner of lot of Thomas Lawley and the middle of a thirty feet wide street or alley, thence south along the middle of same one hundred feet, to the middle of another street, thence along the middle of said other street or alley west sixty-five feet to the corner, thence north one hundred feet to the line of lot sold William Eager, thence along the same east sixty-five feet to the beginning. And that in the fifth place he make sale of that certain 20
 lot or parcel of land conveyed by Samuel Laird to Thomas Eager, and which is described as follows, viz.: Beginning at a stone in the line of land of the National Hotel property, at the northeast corner of lot of land sold and conveyed by Samuel Laird and wife to Thomas Lawley, thence along said line of National Hotel property south eighty-eight degrees fifteen minutes, east thirty feet to the corner, thence southerly six degrees thirty minutes, west one hundred and ten feet to a corner, thence north eighty-eight degrees fifteen minutes, west twenty-two feet to the southeast 30
 corner of lot sold to Thomas Lawley, thence north one degree fifty-five minutes, east one hundred and ten feet to the beginning. And that in the sixth place he make sale of that certain lot or parcel of ground conveyed by Samuel Laird to William Eager, and which is described as follows: Beginning at a stone in the northwest corner of a lot sold and conveyed by Samuel Laird to Lawley, by deed dated 7th January, 1869, thence along the line of the Nation Hotel property (formerly), north eighty-eight degrees fifteen minutes, west one hundred and seventy-seven feet, to 40

the corner of the lot, thence along the same south one degree and forty-five minutes, west eighty-five feet, thence south eighty-eight degrees fifteen minutes, east one hundred and seventy-seven feet, to Patrick Lawley, thence north one degree fifty-five minutes, east eighty-five feet, to the beginning, excepting fourteen feet along the east line of the same, as a roadway. And that in the seventh place he make sale of that certain lot or tract of ground conveyed by Samuel Laird to Jeremiah Reed, and which is described particularly as follows, viz: Beginning at a stake in the line of lands of William R. Maps and others, said stake being one hundred and two feet distant from the middle of Long Branch brook, and the corner of lands of Woolman Stokes, thence east along said line of lands of William R. Maps and others forty feet, thence southerly at right angles eighty-five feet, thence westerly and parallel with the first course forty feet, thence northerly eighty-five feet to the place of beginning. And that in the eighth place he make sale of that certain lot of land and premises conveyed by Samuel Laird and wife to Thomas Lawley, and which is more particularly described as follows, viz: Beginning at the northeast corner of a lot of land sold and conveyed by Samuel Laird to Patrick Lawley, by deed dated 7th January, 1869, recorded in book 213 of deeds, page 39, and from thence south eighty-eight degrees fifteen minutes, east sixty feet to a corner, thence south one degree forty-five minutes, west one hundred and ten feet, thence north eighty-eight degrees and fifteen minutes, west sixty feet, to the southeast corner of the aforesaid lot sold to Lawley, thence along the line thereof, north one degree, forty-five minutes east, one hundred and ten feet to the place of beginning, and that he pay out of the proceeds arising from said sales, so in the fourth, fifth, sixth, seventh and eighth places, to be made successively as aforesaid to the said complainants, William R. Maps, John Slocum and James Slocum, Charles Hulick, William W. Conover and Jacob B. Rue, in the order and priority last above named, and so far as said moneys will extend any balance to them severally remaining due and unpaid upon their said several mortgages, interest and costs from and after the sales preceding each of the said several successive

sales, so to be made as last aforesaid. And that in the ninth place he make sale of that certain lot or parcel of land and premises sold by Samuel Laird to Patrick Lawley, and which is particularly described as follows, viz: Beginning at a stone in the northwest corner of the lot hereby conveyed, and in the line of land formerly belonging to Samuel Cooper, and known as the National Hotel property, and near the east side of the Long Branch and Sea Shore Railroad Company's land, thence (1) south eighty-eight degrees and fifteen minutes, east forty feet along the line of the said National Hotel property, thence (2) south one degree and forty-five minutes, west one hundred and ten feet, thence (3) north eighty-eight degrees and fifteen minutes, west forty feet, thence (4) north one degree and forty-five minutes, east one hundred and ten feet to the beginning, and that out of the proceeds arising from said sale he pay, so far as the proceeds will extend, to the complainants any balance unpaid and due to them for their said debt, interest and costs from all or any the said sales preceeding the last, so to be made as aforesaid, and in case there be any surplus arising from the sale of the said mortgaged premises or any part or parts thereof, remaining after the said payments and disposition aforesaid, in manner and in the order and priorities as aforesaid, or any and all the moneys so to be made, that said surplus shall be paid into this Court, and deposited with the clerk, to abide the further order of this court, unless otherwise disposed of by the order of this Court, and that the said sheriff make return to this Court of his proceedings by virtue of said writ.

And it is further ordered, adjudged and decreed that the said defendants stand absolutely debarred and foreclosed of, and from all equity of redemption of in and to so much of the said mortgaged premises as shall be sold as aforesaid by virtue of this decree.

THEODORE RUNYON, C.

A true copy.

H. S. LITTLE,
Clerk.

*To His Honor, THEODORE RUNYON, Chancellor of the
State of New Jersey :*

The petition of Charles Hulick, of the County of Monmouth and State of New Jersey, respectfully showeth that by virtue of a final decree made and filed in this Court, on the twenty-first day of June, in the year eighteen hundred and seventy-three, in a certain cause depending in said Court of Chancery, wherein The Equitable Life Assurance Society of the United States, was complainant, and Julia Laird, and your petitioner and others are defendants, instituted for the foreclosure and sale of certain mortgaged premises, it was ordered, adjudged and decreed, upon reading a report on file in said cause, made by Samuel H. Pennington, Esquire, one of the Masters of said Court, bearing date the twenty-eighth day of May, A. D. eighteen hundred
10 and seventy-three, among other things therein contained, that a writ of fieri facias do issue, directed to the sheriff of Monmouth County, commanding him to make sale according to law of the said mortgaged premises; and that he make sale, in the first place, of the land and premises embraced in the aggregate area of these three certain tracts of land just mentioned in the complainant's mortgage, and therein designated as Tracts A, B, D, respectively, excepting from said Tract A the lot containing three and forty-four hundredths of an acre conveyed by Samuel Laird to Wolman Stokes; and also excepting therefrom so much and such parts thereof as lay to the west of said lot of Wolman
20 Stokes last aforesaid, and to the north of the southerly line of said lot of said Stokes, westward to the brook, which said lots A, B and D are bounded and described as follows:

Tract A, beginning in the middle of a brook at the north-east corner of land now or late of Henry Bunley, running thence up said brook, south five degrees, east, three chains and sixty links; thence north eighty-nine degrees and fifteen minutes, east, twenty-two chains and ninety links to the sea; thence along the sea, north fourteen degrees, west three chains and fifty-five links; thence south eighty-nine degrees
30 and thirty minutes, west twenty-two chains and forty-four

links, to the place of beginning, excepting, however, a lot containing three acres and forty-four hundredths of an acre, also excepting so much of said tract as lies west of said lot, conveyed by Laird to Stokes, and north of the south line of said Stokes' lot, extended to the Brook in a course of south, eighty-nine degrees west from the southwest corner of Stokes' lot.

Tract B and D, being bounded as follows: Beginning in the middle of said brook, on the northwest corner of a lot formerly belonging to Abraham Hart, now or late belonging 10 to Wolman Stokes; thence running north eighty seven degrees, east twenty chains and twenty links to the sea; thence north along the sea to the southeast corner of Tract A; thence south eighty-nine degrees and forty-five minutes, west twenty two chains and ninety links, to the middle of the aforesaid brook, the southwest corner of tract A; thence up the middle of said brook to the place of beginning, containing ten acres, more or less.

And in the second place he make sale of the tract of land last mentioned in the complainant's bill and mortgage designated as Tract C and described as follows, viz.: Beginning 20 at the northwest corner of Chelsea road and Chelsea avenue, and running thence north along said road one hundred and forty feet to the southeast corner of Tract D; thence west along the southerly side of Tract D two hundred and eighty-four feet and eight inches; thence south one hundred and forty-five feet to the northerly side of Chelsea avenue, two hundred and forty-three feet and eight inches to the west side of said Chelsea road, the point or place of beginning.

And your petitioner further shows that he now holds a 30 mortgage made to your petitioner by Samuel Laird, which mortgage includes besides other lands named in said final decree the tract herein described and known as Tract D.

And that the mortgage held by the Equitable Life Assurance Society of the United States includes, in addition to other lands named in said final decree, the tracts herein and therein designated as Tracts A, B, D and E, which mortgage is a prior encumbrance on said Tract D to the mortgage of your petitioner on said tract D, and that your petitioner's mortgage does not include the Tract C.

And your petitioner further shows that the said mortgaged premises being Tracts C, B and D includes, and there is erected on said tracts a large hotel known as the Mansion House, which hotel consists of one entire building, containing parlors, bedrooms and other rooms, including a dining-room, all of which are included in the same building, and fully connected by stairways and halls and piazza; that said hotel building contains but one office for the business of the house, and only one dining room, and every part and apartment of said hotel is absolutely necessary to the complete use, occupation and enjoyment of the whole of said hotel building.

And your petitioner shows that a fieri facias did issue to the sheriff of Monmouth County, directing him to make sale of said mortgaged premises in the order hereinfore set forth, and directed by said final decree, and that the sheriff of said county did and has advertised the said premises to be sold on the sixth day of September next, in the order directed by said final decree and said writ of fieri facias.

And your petitioner shows that since said premises have been so advertised by said sheriff, as aforesaid, your petitioner has procured said tracts of land designated in said decree as tracts A, B, C and D, to be surveyed by a competent, practical surveyor, and has ascertained from the survey so made by said surveyor, and believes to be true, that said hotel, known as the Mansion House, covers and embraces both the tracts described in said decree, and also said writ of fi. fa., as tracts C and D, and which were ordered by said decree to be sold separately; also, that a large portion of each tract is covered by said hotel; as far as this petitioner can ascertain eighty feet of said hotel is united in the tract designated as tract C, and feet is united in the tract D.

And your petitioner shows that the said building or hotel is of great value as it now stands, and constitutes the greater part in value of the entire mortgaged premises, so ordered to be sold as aforesaid, but if sold in tracts, as directed by said decree, and as advertised, be sold by said sheriff, the said hotel building will also have to be divided and sold in two parts or shares, and that said premises cannot be sold as directed by said decree, without great injury and preju-

dice to the whole premises, and by reason thereof the entire mortgaged premises will be greatly sacrificed in value, and your petitioner will be in great danger of losing his said mortgage claim or debt.

Your petitioner therefore prays that the final decree in said cause be opened, and the master's report in said cause be set aside, and that all further proceedings by the sheriff of the county of Monmouth, under and by virtue of said writ of fieri facias, in said cause, be stayed until the further order of this Court, and that your petitioner may have such other and further relief in the premises as to the Court shall seem equitable and just. 10

And your petitioner shall ever pray.

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

Charles Hulick, the petitioner in the foregoing petition named, being duly sworn on his oath, saith that the facts, matters and things therein set forth are true, so far as they relate to his own acts and deeds, are true, and so far as they relate to the acts and deeds of any other person or persons, he believes them to be true. 20

CHARLES HULICK.

Sworn and subscribed before me this twenty-ninth day of August, A. D. eighteen hundred and seventy-three.

JNO. E. LANNING,
Master in Chancery.

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

William L. McIntyre being duly sworn according to law on his oath, saith :

That he resides at Long Branch, in the county of Monmouth; that he is acquainted with the premises at Long Branch known as the Mansion House property, formerly kept by Samuel Laird; that he is at present the proprietor of said Mansion House, which house is a hotel or boarding house at Long Branch; that there is a cottage adjoining 30

said hotel on the south side, which is a part of said premises and which is located on the tract called and designated as Tract C, in the advertisement of the sale of said premises by Samuel T. Hendrickson ; that he has seen the advertisement of sale of the said premises by the Sheriff of Monmouth County, and that the same is advertised to be sold in lots or parcels ; that the tract containing the cottage is designated as Tract C ; but that Tract C, as advertised by said sheriff, includes also a large share or part of the Mansion

10 House or hotel—as near as this deponent can ascertain—about ninety-one feet of the south wing of said Mansion House ; that if said Tract C be sold by said sheriff as advertised by him, the said premises will not bring their full and actual value, because it will cut off a large portion of said hotel, which part is necessary to the full and complete and profitable use and occupation of the whole of said premises ; that said hotel including the part located on said Tract C, constitutes one entire hotel and building, and is connected by

20 halls, stairways, piazzas ; and that in the opinion of this deponent, the parcel of ground covered by said hotel and its appurtenances should be sold together in one lot or parcel in order to make it bring its full value.

WM. L. MCINTIRE.

Sworn and subscribed before me, this 29th day of August,
A. D. 1873.

JOHN E. LANNING,
Master in Chancery.

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

30 William H. Denyse, Jr., being duly sworn, according to law, on his oath, says:

That he is a practical surveyor, residing in the township of Ocean, in said county ; that he has read the description of the premises described in the foregoing petition, as ordered to be sold by the sheriff of Monmouth county, and also the description of the premises advertised to be sold by said sheriff, in the Long Branch News, and

that the descriptions and the property therein described are identical; that he has surveyed the said different tracts of land so described as aforesaid, and made a map of the same, and ascertained that the premises therein described and designated as Tracts C and D are covered by and embrace a hotel, or summer boarding house, known at Long Branch as the Mansion House; that said hotel is large, and of great value; and that the whole of said building has been and is now used and occupied as a boarding house or hotel; and that each part of said hotel is necessary to the complete, 10 profitable use of the whole of said building.

And deponent further saith: That said hotel is composed mainly of one wing, fronting on Chelsea avenue, and another wing fronting on Chelsea avenue and Chelsea street; that said hotel is erected on Tract C, and covers said Tract C ninety-one feet on Chelsea avenue, and

feet on Chelsea street; and that two hundred and eighty-seven feet of said hotel is erected on Tract D; that said hotel building is three stories high, and the whole of said hotel is surrounded by piazzas.

WILLIAM H. DENYSE, JR. 20

Sworn and subscribed before me, this twenty-ninth day of August, A. D. 1873,

JOHN E. LANNING,
Master in Chancery.

STATE OF NEW JERSEY, }
COUNTY OF MONMOUTH. } ss.:

John Slocum, being duly sworn on his oath, says:

That he is a resident of Long Branch, in the county of Monmouth, and is familiar with the premises known as the Mansion House, at Long Branch, aforesaid; that he is an 30 owner of real estate at Long Branch, and is familiar with real estate in and about the neighborhood of Long Branch, as respects the value of the same, and the best means of selling the same.

That he has seen a notice of the sale of said Mansion House property, as advertised in the Long Branch News, a newspaper printed and published at Long Branch, by which

said notice said Mansion House property is advertised to be sold by Samuel T. Hendrickson, sheriff of Monmouth County, on the sixth day of September next, in several tracts, lots or parcels; and deponent has inspected said premises since the said sale has been advertised, and is informed, and believes to be true, that said Mansion House and its appurtenances is erected and is situated on the two tracts in said advertisement of sale, described as Tracts C and D, a part of said house or hotel being situated on a portion of each Tract C and D, as aforesaid.

10 And deponent further saith if the said premises in said advertisement of sale, be sold in the manner and in the order therein specified, that said premises will not bring their full and actual value; that the Tracts C and D cannot be sold separately without great prejudice to the whole and all other tracts therein described, because said two tracts are covered by and embrace one building, which building is a hotel or boarding house, and the entire building is so connected by stairs, piazzas, halls and other appurtenances
20 necessary to a hotel, that said hotel cannot be divided.

And deponent further saith, that buildings erected on said lots or tracts of land C and D are of great value, and constitute the greater portion in value of the entire premises, and that if the said tracts C and D are sold separately, and in the order named in said advertisement, that, in the opinion of this deponent, said real estate will be sacrificed in value, and will not bring its full value, and that the mortgage holders will be in great danger of losing their said mortgage debts.

JOHN SLOCUM.

30 Sworn and subscribed before me, this twenty-ninth day of August, A. D. 1873.

JOHN E. LANNING,
Master in Chancery.

IN CHANCERY OF NEW JERSEY.

Between

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES,

Compl'ts.

and

JULIA LAIRD, ANNIE M. LAIRD, CHARLES A. BENNETT, administrator, JOHN W. PARKER, CHARLES HULICK, WILLIAM R. MAPS, JOHN SLOCUM, JAMES SLOCUM, JACOB B. RUE, and WILLIAM W. CONOVER, *et al.**Defendants.**On Bill, &c.**Consent.*

10

We, the subscribers, holding encumbrances against the Mansion House premises at Long Branch, N. J., upon which a final decree was obtained in the Court of Chancery of said State, on the twenty-first day of June last, do hereby respectively agree and consent that the said mortgaged premises be sold by the Sheriff of the county of Monmouth on the sixth day of September, 1873, in the following manner, 20
 viz: That said Sheriff first expose for sale, in bulk to the highest bidder, the main hotel property, comprising all of the tracts named in the advertisement of sale of said premises, except all that part of tract A which lies west of the land conveyed to Woolman Stokes by Samuel Laird, and north of the south line of said Stokes' land extended to the Long Branch brook, on a line south eighty-nine degrees west from the south-west corner of said Stokes' lot; and that said sheriff next expose for sale the said above excepted part, as directed by the execution in his hands, in such lots and parcels as he 30
 may deem most advantageous for said sale.

And it is further consented to and agreed by us, that in case the proceeds of said sales of the whole of said premises are insufficient to satisfy the amount due upon said real en-

cumbrances, together with interest and costs and sheriff's costs and expenses of sale, that then at the request of any of the parties hereto, it be referred to some competent Master to report to the Chancellor the relative values of said tracts so sold and that the Chancellor make such decree in apportioning such proceeds of sale as he may deem equitable and just, and amend said decree and execution.

Dated, September 2, 1873.

10

JACOB B. RUE,
C. A. BENNETT, administrator
of S. LAIRD, deceased.
WILLIAM W. CONOVER.
WM. R. MAPS.
CHARLES HULICK.
JOHN SLOCUM and JAMES SLOCUM,
per J. E. LANNING, *their Solicitor.*

STATE OF NEW JERSEY, }
Essex County. } ss.

20 John E. Lanning, of full age, being duly sworn, saith: That he saw William W. Conover and William R. Maps sign the foregoing agreement, and Jacob B. Rue and Charles Hulick each acknowledged to this deponent that they signed the same for the uses and purposes in said agreement expressed; and deponent further says he is acquainted with the signature of Charles A. Bennett, has frequently seen him write and believes the above signature of said Bennett to be his signature; and that he, this deponent, signed the names of John and James Slocum as their solicitor, with their full knowledge and consent.

JOHN E. LANNING.

30 Sworn and subscribed before me September 3, 1873.

LUDLOW McCARTER,
Master in Cha'cy of N. J.

IN CHANCERY OF NEW JERSEY.

Between

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES,*Complainants,**and*

JULIA LAIRD, ANNIE M. LAIRD,

AND OTHERS,

*Defendants.**On Bill &c.*

Upon filing the agreement made between Jacob B. Rue, 10
C. A. Bennett, Administrator, William W. Conover,
William R. Maps, Charles Hulick and John and James
Slocum, several of the defendants in above cause, it is,
on motion of John E. Lanning, Solicitor, and of Coun-
sel with William R. Maps, John Slocum and James
Slocum, on this third day of September, eighteen hundred
and seventy-three, ordered: that an order of this Court
made on August twenty-ninth, eighteen hundred and seven-
ty-three on petition and affidavits of Charles Hulick, one of
above defendants be, and the same is hereby revoked, and 20
discharged, and that whole of the mortgaged premises be
sold by the Sheriff of the County of Monmouth, on the
sixth day of September inst. in the following manner, viz:
That the said Sheriff first expose for sale, in bulk, to the
highest bidder, the main hotel property, comprising all the
tracts named in the advertisement of sale of said premises,
except all that part of tract A which lies west of land con-
veyed to Woolman Stokes by Samuel Laird, and north of
the south line of said Stokes' land extended to Long Branch
Brook, on a line south eighty-nine degrees west from the
southwest corner of said Stokes' lot, and that said Sheriff 30

next expose for sale, the said above, except the part as directed by the execution in his hands in such lots and parcels as he may deem most advantageous for said sale.

And it is further ordered, that in case the proceeds of said sales of the whole of said mortgaged premises are insufficient to satisfy the amount due upon said real encumbrances, together with interest and costs, and sheriff costs, and expenses of sale, that then, at the request of any of the parties to said agreement, the proceeds of said sale over and
10 above amount due complainants, be paid into this Court, to abide the further order of this Court.

THEODORE RUNYON, *C.*

IN CHANCERY OF NEW JERSEY.

THE EQUITABLE LIFE INSURANCE COM-
PANY,

Compl'ts,

and

JULIA LAIRD, WILLIAM W. CONOVER,
AND OTHERS,

Defendants.

On Bill, &c.

*To Hon. THEODORE RUNYON, Chancellor of the State of
New Jersey :* 10

The petition of William W. Conover, defendant in above stated cause, respectfully showeth that, process of subpoena in the above stated cause was served on him and others, defendants in said cause.

That an order of publication was made in the above stated cause as to Julia Laird, a defendant, alleging among other things, that said Julia Laird could not be found to be served with process, and that said Julia Laird, the absent defendant should appear and plead, demur or answer to the complainant's bill, within the time in said order prescribed (which said order is on file in said Court of Chancery), or in default thereof, such decree be made against said Julia Laird as the Chancellor shall think equitable and just. 20

And which said order further directed to the effect that the notice of said order prescribed by the rules of the Court, should within twenty days thereafter be served on said Julia Laird, the said absent defendant, either by actual service upon her personally or by leaving the same at her residence with a person of her family, or in default of such service, that the said notice should be published within the said 30 twenty days, in the Long Branch News, a newspaper printed at Long Branch, in this State, and continued therein six

weeks successively, at least once in every week ; and that a copy thereof be also mailed within the same time to the said absent defendant, directed to her post office address, if the same could be ascertained, as by reference to said order the same will more fully appear.

And your petitioner further shows unto your Honor that the aforesaid notice was published in the newspaper called and known by the name of the Long Branch News, within and during the times prescribed in the aforesaid order, as
 10 appears by the proof of publication on file in said Court. That the Long Branch News was and is a newspaper printed and published at Long Branch, in the county of Monmouth, New Jersey, and was printed and published at Long Branch aforesaid, during all the year, from January 1st, A. D. 1873, until the present time, and that there was not any newspaper printed and published at Long Branch aforesaid, by the name of the Long Branch Times, during any of the periods of time aforesaid, as this deponent verily believes.

That your petitioner was frequently at Long Branch
 20 aforesaid, during the period of time aforesaid, and was and is familiar with the places of business at Long Branch aforesaid, and with many persons at Long Branch aforesaid, and had good opportunity to know and be aware of what newspapers or what newspaper was printed and published at Long Branch aforesaid, during the period of time aforesaid, and your petitioner further shows that the name of the newspaper was inadvertently written the Long Branch Times, in the aforesaid order, instead of the Long Branch News, therein, and your petitioner further shows unto your
 30 Honor that he saw the above stated notice in the Long Branch News.

And your petitioner further shows that Charles A. Bennett was and is administrator of Samuel Laird, deceased.

And that said Charles A. Bennett has been mentioned as executor of Samuel Laird, deceased, in some of the proceedings in the above stated cause.

And your petitioner further shows that said Charles A. Bennett is so inadvertently called or mentioned executor
 40 therein. And that the lands of said Samuel Laird, men

tion in said bill, have been sold by virtue of said proceedings, sold by the sheriff of the county of Monmouth.

And your petitioner further shows that the said Julia Laird is the widow of said Samuel Laird, deceased; that said Samuel Laird, resided for a long time at Long Branch aforesaid, before his decease, and died at Long Branch aforesaid; that the said Julia Laird continued to reside at Long Branch for a while after said Samuel Laird's decease, and that relatives and acquaintances of said Samuel Laird, and also of said Julia Laird also resided at Long Branch and in said county, and still continue to reside there, and that your petitioner is satisfied and believes that said Julia Laird and members of the family of said Samuel Laird saw and were well aware of said notice printed and published in the Long Branch News, newspaper aforesaid; that the Long Branch News, the newspaper aforesaid, circulated considerably at and in Long Branch, and in said county, and also in New York City during the period of time aforesaid. 10

Your petitioner prays that such amendment may be made if necessary, in the proceedings in said cause as will, without unreasonable delay, conform the proceedings to the facts, or such order and decree of the court therein as the nature of the case and proceedings had, may require to enforce the proceedings of the sale already heretofore had by the Sheriff of the premises already sold by him, by virtue of the order of this court heretofore had, and that all the parties named and intended to be embraced in said proceedings may be declared to have been properly and tully in and before the court within the proper time, and all their rights and interest in the premises so sold absolutely foreclosed by said proceedings of foreclosure or such other order as this court shall deem equitable and just. 20 30

R. ALLEN, JR.,
Solicitor, and of Counsel for Petitioner.

NEW JERSEY : }
 COUNTY OF MONMOUTH. } ss.

William W. Conover, of said county, being duly sworn on his oath, says that he is one the defendants in above stated cause, and that he verily believes the facts and matters set forth in the above stated petition are true.

WILLIAM W. CONOVER.

Sworn and subscribed to this third day of November, A. D., 1873, before me.

WILLIAM CHILD,
A Justice of the Peace of said County.

IN CHANCERY OF NEW JERSEY.

Between

THE EQUITABLE LIFE ASSURANCE SO-
CIETY OF THE UNITED STATES,

and

JULIA LAIRD, *et al.**Compl't,**On bill, &c.**Def'ts*

Examination of witnesses, &c., in a cause depending in the Court of Chancery of the State of New Jersey, wherein 10
The Equitable Life Assurance Society of the United States is complainant, and Julia Laird and others are defendants, taken at the office of Charles J. Parker, at Freehold, New Jersey, on the eighth day of December, A. D. eighteen hundred and seventy three, before Charles J. Parker, one of the Masters and Examiners of the said Court, in presence of Robert Allen, Jr., solicitor and of counsel for the petitioner, William W. Conover, and William H. Vredenburg, solicitor and of counsel for defendants, Jacob B. Rue and Charles A. Bennett, administrator, &c., and John E. 20
Lanning, solicitor and of counsel with Maps and Slocum.

CHAS. J. PARKER;

M. C. C.

Henry B. Parker, a witness produced on the part of William W. Conover, petitioner, being duly sworn on his oath, deposeth and saith :

I reside at Red Bank, Monmouth County, New Jersey ; I am captain of a seamboat running from Red Bank to New York City ; I have been such captain for twenty years ; I took a load of furniture from Red Bank to New York city for Mrs. L. Laird, on October the fifteenth, A. D. 30
eighteen hundred and seventy-two ; the furniture was

brought to the dock at Red Bank by Clark's express ; I do not remember who I delivered it to in New York ; the furniture was delivered in New York to parties whom I do not remember, on the day after it was shipped ; the freight was paid in New York by some one that I do not remember ; the furniture I speak of came from Long Branch.

HENRY B. PARKER.

Taken, sworn and subscribed, this 8th day of December,
10 A. D. 1873, before me.

CHAS. J. PARKER,

Master and Examiner in Chancery of N. J.

John C. Clark, a witness produced on the part of William W. Conover, petitioner, being duly sworn, on his oath deposeseth and saith :

I live at East Long Branch ; I am a local expressman and have been in that business for the last ten or twelve years ; I carted a load of furniture from Long Branch to Red Bank and put it aboard of Captain Henry B. Parker's boat, at
20 Red Bank, just after the boarding season was over in eighteen hundred and seventy-two. This load was for Samuel Laird's widow in New York City. I got the furniture from Samuel Laird's cottage, situated south of the Mansion House hotel, at Long Branch ; I helped get the furniture out of the cottage and load it on the wagon ; Mrs. Samuel Laird and William McIntire and Pat. Reeds' little girl were in the cottage at the time ; the cottage that I have just spoken of was always rented out to boarders during the summer season ; Mr. Samuel Laird died on or about
30 the nineteenth day of August, A. D., eighteen hundred and seventy-two ; at and prior to his death Samuel Laird and his family lived in the Mansion House hotel ; his family consisted of his wife, his daughter Annie and himself ; at the time that I speak of, when I carted the load of furniture, the Mansion House hotel was closed up ; no one was living in the hotel that I know of at that time ; the furniture that I carted in the load I have spoken of consisted of a bureau, washstand, table, rocking chair, and other chairs, a bedstead,

a looking-glass, marble tops belonging to the tables and bureau, mattresses belonging to the bedstead, and there may have been more, but I do not remember what.

JOHN C. CLARK.

Taken, sworn and subscribed this 8th day of December, A. D., 1873, before me.

CHAS. J. PARKER,

Master and Examiner in Chaucy of N. J.

Edward Wardell, a witness produced on the part of the petitioner, William W. Conover, being duly sworn on his 10 oath deposeseth and saith :

I live at Long Branch, and have lived there for more than forty years; I know Julia Laird, widow of Samuel Laird, deceased; I am one of the appraisers appointed by the executor of Samuel Laird, deceased; I set off certain personal property and household furniture situated in the cottage, at Long Branch, as such appraiser, to Julia Laird; she desired that we should select the property out of the two rooms on the first floor of the cottage; she made no claim of being the owner of any of the personal property in the cottage or 20 on the Mansion House premises anywhere; this household furniture that she selected was set off to her as being the exemption to which she was entitled by law; I always understood that Julia Laird resided with her parents in New York City prior to her marriage to Samuel Laird; she left Long Branch and went to New York in the fall of A. D. 1872, after this property was set off to her; this property was set off on or about October third, A. D. eighteen hundred and seventy-two; after the cottage was closed up that fall Miss Annie Laird and William McIntire went and lived at the 30 cottage of Mrs. McIntire—the mother of William—situated at Long Branch village, about a half a mile from the cottage.

EDWARD WARDELL.

Taken, sworn and subscribed, before me, this eighth day of December, A. D. 1873.

CHARLES J. PARKER,

Master and Examiner in Chancery.

Alfred D. Van Doren, a witness produced on the part of the petitioner, William W. Conover, being duly sworn on his oath, deposeth and saith :

I am a resident of Long Branch, and have been for ten years; I live about eighty yards from the Mansion House cottage; I am one of the appraisers appointed by the executors of Samuel Laird, deceased; we made an appraisement of all the personal property of Samuel Laird, deceased, at
 10 Long Branch; Julia Laird, widow of Samuel Laird, deceased, owned no personal property there that I ever heard of; after the appraisement, we set off two hundred dollars worth of household furniture, in the cottage, (which she selected) to her; about the middle of October, A. D. eighteen hundred and seventy two, this personal property set off to her was taken away by her; John Clark was the carman who took it away; about two weeks after that the cottage was closed up, and the inmates left; I heard Julia Laird say one day, about that time, that she wanted to take
 20 this furniture that had been set off to her to furnish her room in her father's house in New York City, which she wanted to use; shortly after that she left Long Branch; I never saw her after that time at Long Branch until last summer, during the boarding season; I am acquainted with Thomas McCahill, the purchaser of the Mansion House property; he has been accustomed to come to Long Branch for five years; I often saw him at the Mansion House premises; he frequented the Mansion House hotel, and kept his horses at the stables in connection with the
 30 hotel; his business was that of a real estate lawyer; I have known him to be such for many years; after the cottage was closed in the fall of A. D. eighteen hundred and seventy-two, it was not opened until the next summer; I am also acquainted with Thomas McClellan, the other purchaser of the Mansion House property; he was intimate with Samuel Laird in his life time, and was well acquainted with the premises; he has been accustomed to come down to Long Branch for many years, and staying at the Mansion House hotel; he put up at the Mansion House dur-
 40 ing the summer of A. D. eighteen hundred and seventy-two;

I should think Julia Laird, widow of Samuel Laird, deceased, is about twenty-three or twenty-four years of age ; I have been accustomed to have charge of the Mansion House premises during the winter season ; the manner of our closing up the premises was this, on the windows, outside, weather shutters on the lower stories were put up, nailed and fastened, and the windows of the upper stories were fastened by nailing them inside, and nailing laths across the blinds ; the doors were fastened inside, and the weather shutters were nailed up tight on the outside, so as to prevent the storms from beating in ; the cottage was fastened and closed up in the same way ; in the fall of A. D. eighteen hundred and seventy-two the Mansion House and cottage were closed and fastened in this manner, and remained so until the following April or May ; it was opened later than usual this year, because there was some difficulty as to who should run the hotel. 10

ALFRED D. VAN DOREN.

Taken, sworn and subscribed this 8th day of December, A. D. 1873, before me,

CHAS. J. PARKER, 20

Master and Examiner in Chancery of New Jersey.

Michael Derrig, a witness produced on the part of the petitioner, William W. Conover, being duly sworn on his oath, deposes and saith :

I was under the employ of Samuel Laird during his lifetime, for four years last past ; I live within a few feet of the Mansion House premises, and lived there last fall ; I know Mrs. Julia Laird, but she never paid or employed me in any way ; in the fall of A. D. 1872, some time in the latter part of October or the first part of November, I took Mrs. Julia Laird and her baggage to the depot at Long Branch ; her household property had been taken away before that ; she went directly from the cottage to the depot ; she got upon the New York train ; she bid me good bye when she went away ; I saw Mrs. Julia Laird afterwards at the sheriff's sale, September 6th, 1873 ; she was standing on the piazza 30

while the sheriff was selling the premises just below her; she made no objections to the sale; she stood about five paces from the auctioneer while he was selling the property.

There were no servants left at Long Branch by her, and in her employ, to my knowledge; Miss Annie Laird and Mr. William McIntire who had lived in the cottage with her shortly after she left moved up to the cottage of Mrs. McIntire, at East Long Branch.

MICHAEL DERRIG.

Taken, sworn and subscribed, this 8th day of December,
10 A. D. 1873, before me,

CHAS. J. PARKER,

Master and Examiner in Chancery of New Jersey.

John A. Laird, a witness produced on the part of William W. Conover, mortgagee, being duly sworn on his oath, deposeth and saith:

I am the brother of Samuel Laird, deceased; I am fifty-five years of age; in the summer and fall of A. D. eighteen hundred and seventy-two, I was the most of my time at Long Branch; I hold a chattle mortgage covering the personal property situated in the Mansion house hotel and cottage at Long Branch, and I was watching at that time the property included in my mortgage; I heard that some household furniture situated in the cottage at Long Branch had been taken away by Mrs. Julia Laird to New York; I went down to Long Branch to see about it and found that certain household furniture in the cottage and embraced by my mortgage had been taken away by her; she has never brought that property back; afterwards about the first of January, A. D. eighteen hundred and seventy-three, I went to New York to see about this property, and found Mrs. Julia Laird at her father's house, No. 42 Jane street, New York City; I remarked to her about the furniture, and she said she had it there and had furnished her rooms there and was very comfortably situated; I think there was no one left in her employ at Long Branch after she went away from there in the fall of A. D. 1872; Miss Annie Laird and

William McIntyre went to Mrs. McIntire's cottage, East Long Branch, after the Mansion House cottage was closed and lived there till the following spring; Mrs. Julia Laird did not return but continued to reside in New York City; Mrs. Julia Laird went directly from the cottage at Long Branch to New York; she did not leave a dollar's worth of personal property at Long Branch to my knowledge, but took everything with her; I was at the sale on September 6th, A. D., 1873; I saw Mrs. Julia Laird on the premises at the time of the sale; she stood on the piazza 10 just above where the sheriff was selling this Mansion House property; I thought she was listening to the bidding; she could hear it from where she stood; she stood about twenty paces from where the auctioneer stood at the time the sale was going on; she made no objections to the sale within my hearing or knowledge; Mrs. Julia Laird was visiting a short time during last summer at Long Branch; she was one of the Mansion House guests; this cottage was during the summer occupied by the guests of the Mansion House, who roomed there and eat at the Mansion House; I saw 20 Mrs. Julia Laird on two several occasions in New York City at her father's residence during the winter of A. D., 1872-3; the second time I saw her was in New York in the fore part of February, A. D., eighteen hundred and seventy-three; I was well acquainted with her father, and know that his permanent residence was in New York City; he lives there still and is in business there.

JOHN A. LAIRD.

Taken, sworn and subscribed this 8th day of December, A. D., 1873, before me.

CHAS. J. PARKER, 30
Master and Examiner in Cha'cy of N. J.

James P. Connolly, a witness produced on the part of William W. Conover, mortgagee, being duly sworn on his oath deposeth and saith:

I am the assistant editor of the "Long Branch News," and have been for nearly three years; that paper is

printed and published at Long Branch, and has been during that time; it is the only paper printed and published at Long Branch, or in the township of Ocean during the last three years; I have never heard of any such paper as the "Long Branch Times," at Long Branch, and do not believe there has been such paper published there during the last three years; I published a notice in the "Long Branch News," in the suit of The Equitable Life Assurance Society of the United States, in
 10 February, A. D., 1873; proof of that publication was sent to A. Kirkpatrick, of Newark, I think; it was published for six successive weeks, once in each week, in said paper; William McIntire was a subscriber for the "Long Branch News," at and during the time the said notice was published, and the issues during that time were sent to him; from November, A. D., 1872 to the present time, there has been no other printing establishment at Long Branch besides that of the "Long Branch News;" if there had been such paper
 20 as the Long Branch Times printed and published at Long Branch, I would have known it; Samuel Laird was a regular subscriber to the Long Branch News up to the time of his death; I never heard of such a paper as the Long Branch Times before the questions being asked in these proceedings during the last few days.

JAS. P. CONNOLLY.

Taken sworn and subscribed this 8th day of December, A. D., 1873, before me.

CHAS. J. PARKER,

Master and Examiner in Chancery of New Jersey.

30 *Samuel T. Hendrickson*, a witness produced on the part of William W. Conover, mortgagee, being duly sworn on his oath, deposeth and saith:

I am sheriff of the County of Monmouth, and have been for two years; I know Thomas McCahill and Thomas McClellan; they were the purchasers of the Mansion House property sold by me, (under Chancery Execution), as sheriff, at the suit of the Equitable Life As-

surance Society of the United States, on September 6th, A. D., 1873; neither Thomas McCahill nor Thomas McClellan asked me for any information at or before the sale respecting the property or its title; I made no representation to either of them concerning the property, either before or at the sale, except what was contained in the conditions of sale posted up at the time of the sale, and in the printed advertisements of the sale; I made no representations concerning the premises, at any time; the purchasers signed the conditions of sale without any protest, and without qualification or dissent; I had the original process in this cause to serve upon Julia Laird and the other defendants in this county, about the tenth of January, A. D. eighteen hundred and seventy-three; about that time I went to Long Branch with the process to serve upon Annie Laird and Julia Laird; I found the Mansion House and cottage, where they had previously lived, all closed up at that time; while at the cottage I was informed by some one out in the street that the family had moved, and that Annie Laird and William McIntire were at Mrs. McIntire's, 20 at East Long Branch; I found no person at the cottage or at the Mansion House premises upon whom to make service of the writ I had; I then went to Mrs. McIntire's cottage, and there saw Miss Annie Laird and William McIntire; I served the process upon Miss Annie Laird, and left her a copy of the same; Wm. McIntire was present at the time that I served process upon Annie Laird, and I think Mrs. McIntire, the owner of the cottage, was in an adjoining room; I asked them if Mrs. Julia Laird had moved to New York for I had previously heard that she had moved to New York; 30 they told me that she had moved to New York; I then returned the process as to Julia Laird not found; afterwards I had at least two different processes at different times to serve upon Julia Laird, and I treated her as a non-resident defendant; these processes were summons on lien claims, and I served them by returning said Julia Laird as not found in this county, and fixed copies thereof upon the Mansion House and the United States Hotel, and sent copies thereof by mail to her at 42 Jane street, New York City; this I did in compliance with the Mechanics' Lien Act; when I 40

served one of these summons on lien claim I went to Mrs. McIntire's cottage again, and there found Mrs. McIntire, the owner of the cottage; I asked her for Miss Annie Laird and Mrs. Julia Laird, and Mrs. McIntire said that Annie Laird lived there, but was in New York on a visit, but that Julia Laird had moved to New York; I then left copy of process for Annie Laird, and treated her as a resident of this county, but left no process for Julia Laird, as I understood she had moved to New York, and was not a resident of this county.

10

SAMUEL T. HENDRICKSON.

Taken, sworn and subscribed, this 8th day of December, before me.

CHAS. J. PARKER,
Master and Examiner in Chancery of New Jersey.

David V. Conover, a witness produced on the part of William W. Conover, mortgagee, being duly sworn before me on his oath, deposeth and saith:

I am, and have been deputy sheriff of Monmouth County
20 for about two years; as such officer, I was entrusted with the mailing of process to persons residing out of the State; I mailed copies of processes on lien claims to Mrs. Julia Laird, at No. 42 Jane street, New York City; she was returned to the sheriff's office as a resident of New York city; I mailed to her in the fore part of February, A. D. 1873, and before the 17th of that month, a copy of process at the suit of Maps, Slocum & Company to the above address; I also mailed on or about the seventh day of May, A. D. 1873, a copy of another process, at the suit of John
30 Sutton, to Julia Laird, at No. 42 Jane street, New York City; at this time she was returned to the sheriff's office as a non-resident; I acted, as to all writs against her, as if she were a resident of New York State, and an absent defendant; I was present at the sale of the Mansion House premises, on the sixth day of September, A. D. 1873; Sheriff Hendrickson was also present; I cried the sale, at his request; I did not make any representations at that sale to

the purchasers or to anyone, as to the title of the property ; I heard no one make representations to the purchasers or to anyone, at or before the sale, as to the title of said property ; there were a number of bidders at the sale who bid for the property, but I finally struck off the property to Messrs. McCahill and McClellan, who were the highest bidders therefor ; after the property was struck off, we went into the office of the Mansion House, and they signed the conditions of sale, without objections or dissent ; they each gave their check for one-half of the twenty per cent. of the purchase money ; this is a copy of the conditions of sale that they signed (paper here produced, and offered in evidence, and marked Exhibit A, on the part of William W. Conover, petitioner ;) in passing through the hall of the Mansion House to the office with the purchasers, I saw Mrs. Julia Laird ; she was standing either in the parlor or in the hall, within a few steps of the office ; she made no claim in my hearing of any right or interest in the property ; a few days before the time for the delivery of the deed of said property, McClellan and William McIntire came to me to draw an agreement between them ; for the sale of land ; I did not do it, but I understood from them that McClelland had sold out his interest in the premises, to William McIntire ; on the sixth day of October last a deed for the premises, sold by me as aforesaid, was prepared, and was ready to be delivered to said purchasers at the office of the sheriff, in Freehold, New Jersey ; the deed had been duly executed by the sheriff, and was ready to be delivered to said purchasers ; on that day and in that office I did, at the request of the sheriff, and in his presence, tender the said purchasers the said deed ; McCahill declined to receive this deed, and to pay the balance of the purchase money ; McClellan stated that he was ready to take the deed if McCahill was but failed to pay or offer any money.

D. V. CONOVER.

Taken, sworn and subscribed this 8th day of December,
A. D. 1873, before me,

CHAS. J. PARKER,

Master and Examiner in Chancery of New Jersey. 40

Charles A. Bennett, a witness produced on the part of William W. Conover, petitioner, being duly sworn on his oath, deposeseth and saith :

I am the acting administrator with the will annexed of Samuel Laird, deceased, and have been acting as such ever since my appointment by the Surrogate, under the direction of the Orphans' Court (a paper being shown witness, purporting to be a certified copy of such appointment, and
 10 marked by me, Exhibit B, on the part of Wm. W. Conover, petitioner), witness saith this is the authority under which I have been acting since its date up to the present time; there was a large amount of personal property, late the property of said Samuel Laird, deceased, turned over to my charge by William H. Vredenburgh and Annie Laird, executors of said deceased; that personal property was situate in the Mansion House, and the cottage and the United States Hotel at Long Branch; I took charge of the same about the date of my appointment and during the winter of eighteen
 20 hundred and seventy-two and seventy-three, and until it was taken possession of by the chattle mortgagees or some of them in the May or June month of A. D., 1873; during the time I so had charge of this personal property I employed and paid Timothy Doyle to watch and guard that part of it which was situated in the Mansion House and cottage; I sent the money to pay him by William McIntire; he acting for me, paid Mr. Doyle and took receipts from him; I furnished Mr. McIntire the money after he had paid him; these receipts which I now produce are the ones given
 30 by Timothy Doyle for the amounts paid to him for his service in taking charge of this personal property in the Mansion House and cottage; I paid him twenty dollars per month for these services through William L. McIntire; the receipt now produced dated January 16th, A. D. 1873, is for twenty dollars and is for one months services from December 16th, 1872, to January 16th, 1873. (This receipt is marked Exhibit C on part of William W. Conover, petitioner). The receipt dated February 15th, 1873, is for twenty dollars and for services rendered by Timothy Doyle
 40 from January 16th, 1873, to February 16th, 1873. (This

last receipt is marked Exhibit D on part of William W. Conover, petitioner). The receipt dated March 10th, 1873, is for twenty dollars and for services rendered by Timothy Doyle from February 16th, 1873, to March 16th, 1873. (The last receipt is marked by me Exhibit E on part of petitioner). The receipt dated April 16th, 1873, is for twenty dollars and is for services rendered by Timothy Doyle from March 16th, 1873, to April 16th, 1873. (This last receipt is marked Exhibit F on part of William W. Conover, petitioner). The receipt dated May 17th, 1873, is for twenty dollars and is for services rendered by Timothy Doyle from April 16th, 1873, to May 16th, 1873. (This last receipt is marked Exhibit G on part William W. Conover, petitioner.) These moneys were in the first place paid for me by McIntire to Doyle, and then McIntire forwarded the receipts to me, and I sent him a check for the money; McIntire kindly offered to do this for me and I accepted of his favor; I found Doyle had been employed by the former executors, and I sent word by John E. Lanning, Esq., to employ Doyle for me to watch and take charge of 20 the personal property in the Mansion House and cottage at Long Branch; I went down there several times after I had employed him and found him about the premises and in charge of the property; I do not know where he lived or slept, but I supposed he lived near enough to the property to take good care of it and watch it; I believe he took good charge of the personal property; I had an inventory taken as administrator of the personal property in the Mansion House and cottage, and upon comparing it with the inventory taken by the former executors, I found that 30 substantially all the goods appraised in their inventory were then on the premises, except what had been set off for the widow of Samuel Laird, deceased, and some things that had been taken to Mrs. McIntire's house.

C. A. BENNETT.

Taken, sworn and subscribed, this 9th day of December,
A. D. 1873, before me,

CHAS. J. PARKER,
Master and Examiner in Chancery, of N. J.



