

**In the Court of Appeals in the last resort in  
all causes of Law.**

ASHER WILLIAMSON, Appellant,  
v.  
WILLIAM H. JOHNSON and JOHN T.  
NEELY, Administrators of Benja-  
min Johnson, Respondents. } *On Appeal from the Decree  
of Chancellor William  
Pennington.*

Abraham R. Sutphen and Benjamin Johnson on the 6th of March 1824, exhibited their Bill against Asher Williamson, Cornelius Williamson and William Williamson, as follows, to wit:—

*To his Excellency Isaac H. Williamson, Esq., Governor and  
Chancellor of the State of New Jersey:*

In Chancery humbly complaining, sheweth unto your Excellency your orators Abraham R. Sutphen, of the township of Amwell, county of Hunterdon and State of New Jersey, Administrator of all and singular the goods, chattels and credits of Samuel Williamson, deceased, and Benjamin Johnson of the same place, That William Williamson, the elder, formerly of the township of Amwell, aforesaid, on the twentieth day of June, in the year of our Lord one thousand seven hundred and sixty-four, was seized and possessed of a certain farm, consisting of two adjacent tracts or parcels of land in the township of Amwell, aforesaid, containing together, according to the ancient surveys, metes and bounds thereof, and the conveyances to the said William Williamson therefor, two hundred and ninety acres of land and being so seized and possessed thereof, on the same twentieth day of June, seventeen hundred and sixty-four, made and published in due form of Law, to pass real estate, his last Will and Testament, and therein among other things, after bequeathing a specific Legacy of thirty-three pounds to his wife Patience Williamson, did will, order and appoint, that she should have the command of his plantation, household goods, stock of creatures and farming utensils, during her widowhood, and that when she should either marry or die, then his Executors in the said Will named, should take into their possession, all his lands, stock, utensils, household goods and estate, and make sale thereof; the personal estate, as soon thereafter as

could be conveniently done, and the lands to be sold in two years after the marriage or death of his said wife, by his said Executors, whom<sup>1</sup> he authorized to convey the said lands to the purchaser or purchasers thereof, and did further order and direct that out of the money arising from the sale of such stock and lands his said Executors should pay in three years after such sale to his two daughters, Margaret Larew and Micha Williamson, fifty pounds each, and that all the remainder thereof, should be equally divided between his sons, except his son Abraham, who should have one hundred pounds more than either of his other sons, and therein did nominate and appoint his sons Cornelius Williamson and Samuel Williamson, to be the Executors of his said last Will and Testament. That the said Testator died sometime in the year of our Lord seventeen hundred and sixty-five, without having altered or revoked the said Will, leaving his widow Patience Williamson, his five sons, Cornelius, Samuel, John, William and Abraham Williamson, and two daughters, Micha (or Moyca) Williamson and Margaret Larew, all living. That his widow, the said Patience Williamson remained on the farm, and took and received the rents, issues and profits thereof, during her life. That she died in December in the year of our Lord seventeen hundred and eighty-seven. That Cornelius Williamson, the eldest son, and one of the Executors named in the Will of the said William Williamson, dec'd, lived with the widow on the farm during her life, and after her death the said Cornelius Williamson continued to occupy the said farm and take the profits thereof for two years, and until after the first sale thereof, (in the year seventeen hundred and eighty-nine) hereinafter mentioned, for which profits of the said farm, he never accounted in any way. And your orators farther shew unto your Excellency,<sup>2</sup> that the said William Williamson died possessed of and entitled to a considerable personal estate. That upon his death, the said Patience his widow, not only took possession of all the household goods, stock, creatures and farming utensils, but she the said Patience, and the said Cornelius, one of the Executors as aforesaid, also came into possession of all the other goods, chattels and credits of the deceased to a large amount, and collected, received, used and applied the same to their own use, and that upon the death of the said Patience Williamson in the year

---

<sup>1</sup> p. 2 in original.

<sup>2</sup> p. 3.

of our Lord seventeen hundred and eighty-seven, the said Cornelius Williamson also came into possession of the remaining household goods, stock of creatures and farming utensils of the said William Williamson, the Testator, and the increase thereof, which he applied and converted to his own use, and for all which the said Cornelius Williamson has never accounted excepting only sixty-six dollars and sixty-six cents, received by the said Samuel Williamson, on a Bond of one Garret Lake to the Testator, and twelve dollars received for a cow sold by him after the death of the widow, amounting altogether to seventy-eight dollars and sixty-six cents, being the whole of the personal property of the said William Williamson, the Testator, which came to the hands of the said Samuel Williamson as his Executor. And your orators farther shew unto your Excellency that the said Cornelius Williamson, being the oldest son, pretending that he was entitled to the estate as heir at Law, and desiring to enjoy the same without accountability, refused to prove the Will of the said William Williamson, dec'd, and the said Samuel Williamson some years after the death<sup>1</sup> of the Testator on the sixteenth of June in the year of our Lord seventeen hundred and seventy-four proved the same before William Frazer, Esq., then Surrogate of the county of Hunterdon, as by the said last Will and Testament or a copy thereof when produced, and to which for greater certainty your orators refer themselves, will appear. And after the death of the widow Patience Williamson, the said Samuel Williamson, in compliance with his duty as Executor in order to execute the power of sale contained in the said Will and satisfy the legacies bequeathed to his brothers and sisters, having given due notice of the time and place of sale by advertisements set up for a considerable space of time previous thereto, pursuant to such notice did on the eleventh day of March in the year of our Lord seventeen hundred and eighty-nine offer the said farm for sale, at the house then occupied by the said Cornelius Williamson, on the premises, at public vendue to the highest bidder. That the said Cornelius Williamson and many other persons were present at the sale, and had opportunity of bidding for the farm, and the said Cornelius in particular, was requested by the said Samuel to bid for the same, but he refused to bid, alledging that the land was poor and not worth much, and no other person bidding what the

---

<sup>1</sup> p. 4.

said Samuel considered a sufficient price, he requested his son Cornelius Williamson, jun., to bid for the same, who accordingly bid forty-two shillings per acre therefor. That the said Samuel Williamson did not strike it off at that time, but postponed the sale on said bid, and gave notice that if any person would come forward and give more for the said lands, he would sell the same to the purchaser offering the best price, and if no person came forward and offered a better price in a reasonable <sup>1</sup> time he would sell the same for the sum so bid by the said Cornelius Williamson, Jun. That having waited for the space of three years, and no other person having come forward or offered a higher price per acre for the said farm, the said Samuel Williamson, on the ninth day of August, in the year of our Lord seventeen hundred and ninety-two, sold and conveyed the same to the said Cornelius Williamson, jun., for the sum of forty-two shillings per acre so bid for the same, and the said Cornelius Williamson, jun., not being able or desirous to hold the same and fulfil the said purchase himself, on the next day re-conveyed the said farm to the said Samuel Williamson. That the land never having been surveyed since the original purchase thereof by the said William Williamson, was sold and conveyed according to the ancient metes and bounds, and for the quantity of two hundred and ninety acres in the said conveyance mentioned. And your orators farther shew unto your Excellency that the said Cornelius Williamson, (son of the Testator) still desirous to make the most of his pretensions as heir at Law of the said William Williamson, dec'd, and ascertaining that the said plantation contained more than the quantity of two hundred and ninety acres, after the said sale, took possession of about one hundred and ten acres of thrifty woodland being a portion of the said farm as overplus land, over and above the quantity of two hundred and ninety acres, and so sold and conveyed by the said Samuel Williamson, which overplus land he insisted was unsold and undisposed of by the Will and belonged to him as heir at Law, and held possession thereof by continually taking from it wood and timber,<sup>2</sup> during his life, for the profits of which land and the wood and timber so taken therefrom he never afterwards accounted in any way, And your orators farther show unto your Excellency that Abraham Williamson one of the sons and devisees

---

<sup>1</sup> p. 5.

<sup>2</sup> p. 6.

of the said William Williamson, dec'd, after the death of the said William Williamson the Testator in the lifetime of the Widow Patience Williamson, and before the sale of the said farm departed this life intestate and without issue, and the said Testator having directed in his will that the proceeds of the said farm, after the payment of specific Legacies of fifty pounds each to his two daughters, should be equally divided between his five sons (except Abraham who was to have one hundred pounds more than the others) the said Samuel Williamson the Executor supposed the share of the said Abraham to be lapsed, and accordingly paid and disposed of the proceeds of the sale of the said farm as follows: That is to say on the second (2d) of April in the year of our Lord seventeen hundred and ninety two, he paid John Hull and Margaret his wife (late Margaret Larew one of the daughters of the Testator) her Legacy of fifty pounds and on the same day he also paid to Micha (or Moyca) Williamson the other daughter of the said Testator her Legacy of fifty pounds, as by their respective receipts and acquittances therefor now in your orator's custody, and ready to be produced as this Honorable Court shall direct, more fully appears, after which (omitting to reserve any share for Abraham, who was deceased) he divided the residue of the proceeds of the sale of the said farm into four equal shares for the four surviving brothers amounting to about one<sup>1</sup> hundred and twenty seven pounds five shillings each, and having retained one share to himself as one of the sons and devisees of the testator, on the same second day of April, Seventeen hundred and ninety two, he paid to William Williamson, another of the sons and devisees, one hundred and thirty one pounds and ten shillings for his one fourth part or share of the proceeds of the said sale, upon the receipt whereof the said William Williamson, made and executed and delivered to the said Samuel Williamson, an acquittance and discharge in full of his said share or Legacy bearing date on that day, as by the said acquittance and discharge duly executed under the hand and seal of the said William Williamson, now in your orators custody and ready to be produced as this Honorable Court shall direct, and to which for greater certainty your orators refer themselves will more fully appear, and on the thirtieth day of September in the year of our Lord one thousand seven hundred and ninety three, the said Samuel Williamson,

---

<sup>1</sup> p. 7.

paid to John Williamson, another of the sons and devisees of the said testator one hundred and thirteen pounds, ten shillings and ten pence three farthings in part of his share ; and on the third day of October A. D. seventeen hundred and ninety six the said Samuel Williamson paid to said John Williamson thirty two pounds ten shillings and seven pence three farthings, being the remainder of his said fourth part or share of the proceeds of the said sale both principal and interest, for which payments, the said John Williamson made executed and delivered to the said Samuel Williamson acquittances and discharges, bearing date on <sup>1</sup> the said days respectively in full of his said Legacy or share, as by the said several acquittances and discharges of the said John Williamson now in your orators' custody and ready to be produced as this Honourable Court shall direct and to which for greater certainty your orators refer themselves will more fully appear. And your orators farther shew unto your Excellency after the sale and conveyance of the said farm as aforesaid, the said Samuel Williamson also settled with the said Cornelius Williamson the Eldest son and one of the devisees of the said Testator, and paid him his one fourth part or share of the proceeds of the sale of the said farm, at the same rate he had paid his other brothers, so far as respected the quantity of the two hundred and ninety acres of land. And that the said Cornelius himself never objected to the said sale or to the price for which the said land was sold, excepting so far as related to the quantity, which he called overplus land, or what was over and above the quantity of two hundred and ninety acres of land of which overplus land he had taken possession, and which he pretended to claim as heir at Law of the said William Williamson dec'd. But the said Cornelius Williamson being a cautious man and desirous to avoid any act that might commit him and be considered an acknowledgment of the validity of the sale made by the said Samuel Williamson, as extending to the whole of said farm, or to any other or greater quantity than two hundred and ninety acres, and affect or impair his pretensions as heir at law of the said dec'd, to claim and hold the said overplus land, as unsold and undisposed of by the will, refused to sign any receipt for the money so by him received, and informed the said Samuel if he would now relinquish all his claim to the said overplus land to him the said Cornelius,

it would be right, if not he should still claim to hold the said overplus land as heir at law. And the said Samuel being a mild and peaceable man, and disinclined to enter into a law suit with his brother, instead of commencing a proceeding in some Court of Justice, to perpetuate the evidence of said payment, or to bring him to account for the rents and profits of the said farm, or of the overplus land so taken and received by him, after the decease of the widow, in a peaceable and friendly manner offered the said Cornelius, rather than have any dispute with him about the said overplus land, to ascertain the quantity thereof, and pay him for his one fourth part of the said overplus land at the same rate at which the farm had been sold per acre, which said proposition the said Cornelius Williamson refused preferring to keep the whole of the said overplus land himself. And your orators farther shew unto your Excellency that this dispute, to wit, whether the said Cornelius was entitled to receive only the one fourth part of the proceeds of the said overplus land at the price for which the farm was sold per acre, or was entitled as heir at law of the said Testator, to hold the whole of the said overplus land, as unsold or undisposed of by the will, was the only dispute which there, or at any time afterwards ever existed between the said Samuel Williamson and Cornelius Williamson concerning the premises. And things remained in this situation until the death of the said Cornelius Williamson. And your orators farther shew unto your Excellency, that the said Cornelius Williamson, son of the said William Williamson, made and published his last will and testament bearing date on the twenty-ninth day of October in the year of our Lord one thousand eight hundred and seven, wherein after making sundry other devises and bequests he did give and devise the residue and remainder of his estate, real and personal, to his children William Williamson, Cornelius Williamson, Asher Williamson, Joseph Williamson, Bernice the wife of Jacob Hoppock, Patience Williamson and Moyca Williamson, and in his said will in relation to the premises above mentioned, inserted a clause in the following words: "And farther whereas there is an unhappy dispute between my brother Samuel Williamson and me in concern of some overplus land, I hope and trust it may be settled in peace while we are both alive, then *all will be right*, but if that cannot be done, in such unhappy

---

<sup>1</sup> p. 9.

<sup>2</sup> p. 10.

case then I order my Executors to defend my right to the said land.<sup>2</sup> And in his said will after appropriating a sum of money to defray the expense of having the dispute respecting this overplus land settled, and in case of its being decided in favor of his claim, ordering this said disputed land, as he called it, to be sold, and directing the manner in which the proceeds thereof should be distributed among his children, he did constitute and appoint his sons William Williamson, Cornelius Williamson and Asher Williamson his Executors, and afterwards departed this life, leaving his said children and devisees in the said will mentioned, all living. And your orators farther shew unto your Excellency that after the decease of the said Cornelius Williamson, according to the direction in his will, his children and devisees above named commenced an action of ejectment against the said Samuel Williamson in the Supreme Court of the State of New Jersey for the recovery of the said<sup>1</sup> overplus land. But land at the time of the sale in the year of our Lord seventeen hundred and eighty-nine, and conveyance in seventeen hundred and ninety-two, having been very low, and the said Samuel Williamson, after the purchase, having improved the said farm, and erected valuable buildings thereon, and in the meantime, between the years seventeen hundred and ninety-two and eighteen hundred and nine, in consequence of foreign wars and their effects upon the agricultural interests of this country, land having arisen to enormous prices, far exceeding its former prices, and also exceeding what has since appeared to be its real value, the said heirs and devisees of the said Cornelius Williamson discovering that their chance of supporting the claim of their father as heir at law to this overplus land, as unsold and undisposed of by the Will of the said William Williamson, dec'd, was a hopeless one, and perceiving that it would be more advantageous to them to contest the sale made by the said Samuel Williamson, and come in for their share of the increased value of the farm, they the said William Williamson, Cornelius Williamson, Asher Williamson, Joseph Williamson, Jacob Hoppock and Bernice his wife, Patience Williamson, and Moyca Williamson, the children, heirs, devisees and Executors of the said Cornelius Williamson, dec'd, on the twentieth day of December, in the year of our Lord eighteen hundred and nine, filed their Bill of Complaint in this Honourable Court, therein setting forth among

---

<sup>1</sup> p. 11.

other things—That the said William Williamson the grand-father of the Complainants, on the twentieth day of June, in the year of our Lord seventeen hundred and sixty-four, was seized of the plantation in Amwell, containing about four hundred acres, and <sup>1</sup> being so seized, made and published his last Will and Testament in due form of law to pass real estate, and therein devised to his wife Patience Williamson, the command of his plantation, household goods, stock of creatures, and farming utensils, during her widowhood, and directed that upon her marriage or death, his Executors should take possession of his lands, stock, utensils, household goods, and estate, and make sale thereof. The personal estate as soon as convenient, and the land in two years, and make conveyances to the purchasers, and that the money produced by the said sale, should be paid by the said Executors as follows, to wit, fifty pounds each to his daughters, Margaret Larew and Micha Williamson, in three years after such sale, and the remainder thereof to be equally divided between his sons, except his son Abraham, who should receive one hundred pounds more than the other sons, and appointed the Testator's sons Cornelius Williamson and Samuel Williamson, Executors of the said Will."—and setting forth that the Testator died in June, seventeen hundred and seventy-four, and the said Will was proved by the said Samuel Williamson, one of the Executors. That upon the death of the said Testator, the estate in his hands descended to his son Cornelius, being his eldest son, and sole heir at law, subject to the interest vested in the widow, and the power of the sale given to the Executors by the said Will. That the widow enjoyed the lands till her death in the year seventeen hundred and eighty-seven. That on the eleventh of March, seventeen hundred and eighty-nine, Samuel Williamson, one of the Executors, under pretence of the said Will, undertook to execute the power therein given, by setting up the farm of the said Testator at Public Vendue, and to deceive and defraud the<sup>2</sup> Legatees, and particularly the said Cornelius, employed his son Cornelius Williamson, Jr., to bid for the same—that the said Cornelius bid forty-two shillings [per acre, and the said Samuel adjourned the said sale on the said bid, without striking off the same, and afterwards to promote his own interest, and injure those concerned, without re-commencing the vendue, waiting for the day of adjourn-

ment, or making any effort to gain a better price, executed a conveyance in fee for the whole of the said farm, to the said Cornelius Williamson, Jr., who acted as the agent for his father, the said Samuel Williamson, and shortly after re-conveyed the said farm to him in fee simple, by virtue of which, the said Samuel took possession of the house, and had held the same together with the farm; excepting a part therein after mentioned to have been possessed by the said Cornelius Williamson, as overplus land. That the consideration for said farm in the said Conveyances was calculated at forty-two shillings per acre, on two hundred and ninety acres, the quantity at which it was anciently rated. The said Samuel having taken no steps before or after the sale to ascertain the true quantity. That the farm was sold by the acre, and was worth at the time of the sale, in seventeen hundred and eighty-nine, six pounds per acre, and at the time of filing the Bill in eighteen hundred and nine, thirty dollars per acre, and contained about four hundred acres. That their father, the said Cornelius Williamson, took possession of the overplus land, being about one hundred and ten acres of Woodland, as <sup>1</sup> heir at law of his father (the said William Williamson, dec'd) insisting that if the sale was good, the said Samuel had in fact sold but two hundred and ninety acres, which quantity he had, exclusive of the overplus which belonged to him, the said Cornelius as heir at law—and that he held possession of the woodland, called overplus land, by continually taking from it wood and timber during his life, and always considered it in his seizin and possession. That the said Cornelius Williamson by his last Will and Testament, bearing date the ninth day of October, in the year eighteen hundred and seven, after sundry devises and bequests, did give and devise the residue of his Estate real and personal, to the Complainants, equally to be divided, whereby the right, title, and interest of the said Cornelius in the said farm, or in the said overplus land, passed to the Complainants (as tenants in common) and the said Cornelius had inserted in his Will in relation to the said premises, a clause in the following words “ And farther, whereas, there is an unhappy dispute between my brother Samuel Williamson and me, in concern of some overplus land. I hope and trust, it may be settled in peace while we are both alive, then all will be right, but if that cannot be done, in such un-

happy case, then, I order my Executors to defend my right to said land. I order my Executors to take from the money which I have now standing out, five hundred and thirty-three dollars and thirty three cents, to defray the expense of having that dispute settled, and if it get settled in my children's favour, then I order my children to sell it and give good titles for the same, and of the money arising from the sale of that land, I give and bequeath to my two sons, William Williamson and Cornelius Williamson, each one hundred and thirty-three dollars and thirty-three cents, and the residue of the money from the sale of that disputed land, and the overplus of the money left to defray the expense, if there is any, is to be divided amongst all my children, share and share alike. And he did farther constitute and appoint his sons, the Complainants, William Williamson, Cornelius Williamson, and Asher Williamson, his Executors. That since the death of the said Cornelius Williamson, the said Samuel Williamson, had set up a claim to the whole of the said four hundred acres of land, and had taken possession of the overplus land so claimed and possessed by their father. That the Complainants had commenced an action of Ejectment against the said Samuel Williamson, in the Supreme Court, for the recovery of the said land, which was still depending—and charging that the said sale and purchase of the said farm of four hundred acres of land, by the said Samuel Williamson, was void, because he was guilty of fraud in making the said sale and conveyance. And because the said Samuel being a Trustee in selling the said lands for those entitled to the proceeds, it was not lawful for him to become a purchaser. The said Complainants prayed that the Deed upon the said sale might be declared void, set aside and cancelled—that the power of sale under the Will of the said William Williamson, dec'd, might be executed under the sanction and decree of the Court, and the money arising therefrom be brought into Court, and distributed according to the said Will; and that the said Samuel Williamson might come to account with the Complainants<sup>s</sup> for the rents and profits of the said farm, and pay the Complainants their proportion, and what on such account should appear to be justly due to them, and for general relief and a subpoena for the said Samuel Williamson. And your orators farther shew unto your excellency, that on the tenth day of

July, in the year of our Lord eighteen hundred and ten, the said Samuel Williamson filed his answer to the said Bill of Complaint, in this Honourable Court, therein among other things setting forth the title and original conveyances to the said William Williamson, dec'd, in his lifetime, for the two tracts of land in Amwell, containing, according to said Deeds, two hundred and ninety acres, being all the real Estate of the said dec'd, in said township, setting forth the Will of the said William Williamson, dec'd, containing among other things, the devises above recited, and appointing the said Samuel and Cornelius Williamson, Executors, and that the said William Williamson died in the year seventeen hundred and sixty-five—That the Will was proved on the sixteenth day of June, in the year seventeen hundred and seventy-four, by the said Defendant who took upon himself the Executorship (the said Cornelius neglecting and refusing to prove the will). That the testator at the time of his death, left his widow Patience, his five sons, Cornelius, Samuel, William, John, and Abraham Williamson, and two daughters, Margaret and Micha all living, that Abraham died afterwards in the lifetime of the widow intestate and without issue. That upon the death of the testator Patience his widow took possession of the lands and received the rents and profits thereof until her death. <sup>1</sup>That she died in December in the year seventeen hundred and eighty seven. That Cornelius Williamson the eldest son and heir at law of the Testator lived with the widow on the premises during her life, and upon her death took possession of the lands and held the same until the sale thereof by the Defendant Samuel Williamson. That the said Samuel Williamson being the only Executor who had proved the will having first advertised the sale for a considerable length of time, on or about the eleventh day of March in the year seventeen hundred and eighty nine set up the said lands at Public Vendue at the mansion house on the premises, that a number of persons and particularly the said Cornelius was present and had opportunity to bid, and the said Samuel requested the said Cornelius to bid, but he declined purchasing, declaring the land was of little value—that the Defendant not wishing it to be sold, at an under value requested his son Cornelius Williamson, Jun., to bid, who did bid for the same forty two shillings per acre,—that the defendant did not then strike it off, but

---

<sup>1</sup> p. 17.

adjourned the sale on said bid, and declared to those assembled, that if any person would come forward and give more for the said lands he would sell the same, but if no person offered more in a reasonable time, he would convey the same according to the bid of the said Cornelius Williamson, Jun.—that he did not adjourn the sale to any particular day, but left it as above stated for any person who wished to purchase to apply to the defendant. That the sum of forty two shillings per acre was about the value of the land, and as much as land of the same quality in that neighborhood sold for, about that time.<sup>1</sup> That it was a larger sum of money than any other person offered, and was more than the said Cornelius Williamson would give for the said lands. That he the said Samuel soon after took possession of the said lands and held them for sometime, and no person offering more than the said Cornelius Williamson Jun. had bid, he the said Samuel on the ninth day of August, A. D. seventeen hundred and ninety two, sold and conveyed the same lands to the said Cornelius Williamson, without their having been surveyed, and according to the ancient metes and bounds, and for the quantity mentioned in the deeds to the said William Williamson, dec'd. And the said Cornelius Williamson Jr. on the tenth day of the same month reconveyed the same to the said Samuel Williamson; that at the time of the sale he did not know there was any greater quantity of land in the said tracts, than the quantity expressed in the deeds to the said William Williamson—that the said sale was not made with any view to defraud the said Cornelius Williamson, father of the Complainants, or any other persons interested therein—that by a late survey he had since caused to be made, he was induced to believe the said lands contained more than the quantity of two hundred and ninety acres, he cannot say how much on account of some dispute as to the boundary but supposes, sixty or seventy acres. That the said Abraham Williamson, one of the sons and devisees of the said William Williamson, dec'd, having died in the life time of the widow intestate and without issue the said Samuel Williamson supposed the proceeds of the sale of said lands after the payment of specific Legacies were to be divided among the four surviving sons of the said testator, namely Cornelius, Samuel, William and John.<sup>2</sup> That after the sales so made he the said Samuel paid and satisfied William Williamson and

---

<sup>1</sup> p. 18.

<sup>2</sup> p. 19.

John Williamson, two of the sons and devisees of the said William Williamson, and entitled to one half of the proceeds of the sales of the said lands, and for all their claim for any overplus land that might be in the said two tracts of land. That the said Cornelius Williamson, father of the said Complainants, never objected to the sale and the price for which the said land was sold, except so far as related to the quantity which was called overplus land, or what was over and above the quantity of two hundred and ninety acres; and that the said Cornelius claimed this overplus land, as heir at law to his father William Williamson, and that he the Defendant had settled with the said Cornelius Williamson for his share of the proceeds of the sales of the said lands, so far as respected the quantity of two hundred and ninety acres—and that as soon as he knew that the said two tracts of land contained a larger quantity than the two hundred and ninety acres, he has always been ready to pay, and had repeatedly offered to pay and satisfy the said Cornelius Williamson in his lifetime for his proportion of the same at the rate of two pounds two shillings per acre, with interest from the time of sale, and that since the ejectment brought, and before filing the bill, he had offered the same to the Complainants. That the said Cornelius Williamson, in his lifetime, after the sale, and his removal from the premises, never had possession of any part of the lands farther than by occasionally cutting some of the timber on the same. That no survey was made, whereby the amount of the said surplus land was ascertained in the lifetime of the said Cornelius Williamson, nor was it ascertained what part should be considered as the overplus land. And the Defendant admitted the will of the said<sup>1</sup> Cornelius Williamson, that the Complainants were the devisees, &c., the pendency of the Ejectment, and denied all fraud and unlawful combination, &c. And your orators farther shew unto your Excellency that on the thirteenth day of September in the year eighteen hundred and ten, the Complainants in said suit filed a Replication, and witnesses were afterwards examined by the parties. That on the eleventh day of September eighteen hundred and eleven, the said cause came on to be heard before his Excellency Joseph Bloomfield, Esquire, Governor and Chancellor of the State of New Jersey, in the presence of the Counsel of both the said parties,

---

<sup>1</sup> p. 20.

and the Chancellor having taken time to advise thereon by an interlocutory decree bearing date on the twenty-first day of September in the same year, among other things did order, adjudge and decree—

I. That the said pretended sale by the said Samuel Williamson to the said Cornelius Williamson, jun., (for the benefit of the said Samuel,) was, and the same was thereby declared to be void fraudulent and of no effect.

II. That the deeds of the ninth of August, in the year of our Lord seventeen hundred and ninety-two, from Samuel Williamson to his son Cornelius Williamson, jun., and from the said Cornelius Williamson, jun., to the said Samuel were, and the same were thereby declared void and fraudulent, and were altogether set aside and vacated. And the same being then in Court it was ordered that they be cancelled.

III. That the said Samuel Williamson, Executor of William Williamson, should execute the trust reposed in him, by the sale of the real estate of said Testator. And forasmuch as the said Samuel Williamson had been guilty of fraud in the premises it was ordered that he make the sale under the direction of James Linn, Esquire, one of the Masters of the Court, who was thereby authorized to direct the said Samuel Williamson in all matters in relation to the advertising and selling the said premises and the<sup>1</sup> conditions on which the sale should be made to the best advantage of those concerned, and that the said Master make report to the said Court when the said sale should have been made, and that the money arising therefrom, or the securities taken for the same be brought into Court.

IV. That it also be referred to the said Master to take an account of the rents, issues, and profits of the said real estate from the time the said Samuel Williamson had had possession thereof, to wit, the eleventh of March in the year of our Lord seventeen hundred and eighty nine, until the time of the taking of the said account, and also of substantial and permanent improvements made by the said Samuel Williamson thereon, and that the said Master make report, &c.

V. And the Court reserved all further questions and equity arising in the cause until the coming in of the said report, particularly the question of costs and the distribution of the proceeds.

And your orators farther shew unto your Excellency that in pur-

---

<sup>1</sup> p. 21.

suance of the said decree on or about the twenty-fourth day of October in the year of our Lord eighteen hundred and twelve the said James Linn, Esq., Master, &c, made report to the Court, among other things :

I. That from the whole testimony produced he was of opinion that forty-five pounds would be a reasonable average annual rent for the said premises, and that the rents from the time the defendant had had possession, the eleventh of March in the year seventeen hundred and eighty-nine, to the time he delivered up possession to the purchasers, about the eleventh of March in the year of our Lord eighteen hundred and twelve, which was twenty-three years, amounted to the sum of one thousand and thirty-five pounds, equal to two thousand seven hundred and sixty dollars.

II. He reported the evidence without any opinion as to waste by timber sold, &c.

III. <sup>1</sup> As to substantial and permanent improvements, that it appeared that the barn on said farm when the defendant took possession was poor. That in the year of our Lord seventeen hundred and ninety, he erected a large frame barn. That in the year seventeen hundred and ninety-three, he built an addition to the dwelling-house, and erected a waggon-house and other buildings, that from the estimates of witnesses, as to the value of these buildings at the time they were erected, exclusive of materials produced off the farm. As the buildings erected by the defendant appear to have been necessary and of course increased the annual value of the said farm, the Master reported in favour of allowing for the same, the sum of five hundred and forty dollars, deducting thirty-five dollars for the value of the old buildings taken down, leaving five hundred and five dollars to be credited to the defendant for said improvements.

That exceptions to the said report having been taken and submitted to the Court, and in March term in the year of our Lord eighteen hundred and thirteen, an order was made by his Excellency Aaron Ogden, Esq., Chancellor, confirming said report.

And your orators farther shew unto your Excellency, that in pursuance of the aforesaid interlocutory decree of said Court made in the said cause, on the twenty-first day of September in the year of our Lord eighteen hundred and eleven, the said Samuel Williamson,

---

<sup>1</sup> p. 22.

as Executor of the said William Williamson, on or about the day of \_\_\_\_\_ in the year of our Lord eighteen hundred and \_\_\_\_\_ made sale of the said farm under the direction of the said Master for the sum of seven thousand nine hundred and twenty-three dollars and thirty-one cents in three equal payments. And the moneys arising therefrom, or securities taken, being brought into Court, the said cause again came on to be heard before his Excellency Aaron Ogden, Esq., Chancellor, in the term of September, in the year of our Lord eighteen hundred and thirteen upon the equity reserved,<sup>1</sup> and all questions thereon, and the Court having taken time to consider thereon, It was on the twenty-second day of October, in the year eighteen hundred and thirteen by the Chancellor ordered, adjudged and decreed, that James Linn, Esq., the Clerk of the Court, *should without any farther account*, pay from the moneys in his hands, arising from the sale of the premises aforesaid, to the Executors or personal representatives of the said Cornelius Williamson, dec'd, in the said Bill named, the one fifth part of the sum of ten thousand one hundred and seventy-eight dollars and twenty-one cents, being the amount of the proceeds of the sale and nett rents of the said premises after making the following deductions and allowances therein set forth, to wit:

I. From the whole proceeds of the said sales and nett rent,			\$10,178.21
II. Deduct—1st, £100 devised to his two daughters, £100 devised to his son Abraham, by the Testator, William Williamson, dec'd, with interest, from 1792 to 1812, being 20 years—all which amount to the sum of		\$1280.00	
2d. The account of James Lynn, Esq., for superintending the making of the sales aforesaid by order of the Court,	173.80	1453.80	
			<hr/> \$8724.41
III. Divide the remaining sum by 5, which will give the one fifth part or share of the said Cornelius Williamson, dec'd, amounting to			<hr/> \$1744.88

<sup>1</sup> p. 23.

IV. From which deduct the proportion of the said Cornelius Williamson, dec'd, of the sales first made by the defendant, which proportion the said defendant must be presumed to have paid according to his answer, or settled in some other way, after a lapse of twenty years, which with twenty years interest amounts to . . . . .	\$523.33
Nett amount due to the personal representatives of Cornelius Williamson . . . . .	\$1221.55

<sup>1</sup> Which sum of one thousand two hundred and twenty-one dollars and fifty-five cents was thereby ordered, adjudged and decreed to be paid by the said James Linn, out of the monies in his hands as aforesaid, to the Executors or personal representatives of the said Testator, Cornelius Williamson, in the said bill named as assets of his estate. And it was further ordered that the said James Linn do pay from the moneys in his hands as aforesaid, the costs of the Complainant to be taxed, and that he be allowed to retain in his hands the sum of one hundred and seventy-three dollars and eighty cents, for his charges for superintending the aforesaid sales, and it was farther ordered, adjudged and decreed that the said James Linn do pay over to the defendant, Samuel Williamson, *the residue* of the moneys arising from the said sales, upon security to be given by Bond to the Governor and Chancellor of the State for the time being in the penal sum of five thousand dollars, conditioned for the faithful performance of the trust reposed in him by the Will of the said Testator to be signed by himself and one security, to be approved of by the said James Linn, who should make report of his doings therein, and file the said Bond on the files of the Court.

And your orators farther show unto your Excellency, that a petition for re-hearing in the said cause, having been filed by the said Complainants, it was allowed by the Court, and an order for a re-hearing of the said cause thereupon made, and the said cause coming on to be re-heard on the said petition at a special term of the said Court, held at Trenton, on the first Tuesday of June, in the year of our Lord eighteen hundred and fourteen, and continued by adjournment, until Saturday the eleventh day of June in said year. It was

by his Excellency, William S. Pennington, Esq., Chancellor, on that day ordered, adjudged and decreed among other things, that the decree before made and pronounced on the hearing of the <sup>1</sup> said cause on the equity reserved by the late Chancellor, on the twenty-second day of October then last past, be altered, amended, and rectified by striking therefrom the fourth item, whereby the sum of Five hundred and twenty-three dollars and thirty-three cents, was directed to be deducted from the sum of seventeen hundred and forty-four dollars and eighty-eight cents, being the nett sum due from the said Samuel Williamson to the representatives of Cornelius Williamson, dec'd. And it was farther ordered, adjudged and decreed, that the said decree be in all other parts ratified and confirmed, as by the said Bill, answer, proceedings, and decrees duly filed, registered and enrolled, and remaining as of record in the office of the Clerk of the said Court, to which, or to a certified copy thereof, now in your orators' custody, and ready to be produced, as this Honourable Court shall direct, for greater certainty your orators refer themselves will more fully appear.

And your orators farther shew unto your Excellency, that of the monies arising from the sales of the said premises ordered to be brought into Court, James Linn, Esq., Clerk of the said Court, acknowledged the receipt of . . . . . \$6924.47

That out of the sum so paid into Court the said James Linn paid to the said Asher Williamson, one of the Executors of the said Cornelius Williamson, dec'd. pursuant to the decree (without any deduction) the sum of . . . . . 1744.88

And also paid the Complainants costs of suit taxed at . . . . . 202.23

And after retaining the fees allowed him by the decree, as master for superintending the sales . . . . . 173.80

And the fees allowed him by law on the moneys paid into Court . . . . . 69.24

On the 25th day of June, 1844, he paid to the said Samuel Williamson, Executor of William Williamson, dec'd, the sum of . . . . . 4734.22

being the balance of the sum of six thousand nine hundred and twenty-four dollars and forty-seven cents so received by him.

<sup>1</sup> Whereupon the said Samuel Williamson together with your orator Benjamin Johnson as his security, approved by the said James Linn, made, executed, and delivered, a certain Bond or Obligation, bearing date on the twenty-fifth day of June, in the year of our Lord eighteen hundred and fourteen, unto his Excellency William S. Pennington, Governor and Chancellor of the State of New Jersey, in the penal sum of Five thousand dollars, with a condition thereunder written, wherein reciting, that by a decree of the Court of Chancery of the said State, wherein Asher Williamson and others were Complainants, and the said Samuel Williamson, Defendant, it was ordered that the said Samuel Williamson, Defendant, should with one security execute a Bond to the Governor and Chancellor of this State, for the time being, for the penalty of Five thousand dollars, conditioned for the faithful performance of the trust reposed in him by the Will of William Williamson, dec'd. It was conditioned that if the said Samuel Williamson should faithfully perform the trust reposed in him by the said Will, as Executor thereof as ordered by the said decree, then the said obligation to be void, otherwise to be and remain in full force and virtue; which said Bond was filed in the Office of the Clerk of the said Court of Chancery, as by the said Bond remaining on file in the Office of the Clerk of the said Court, and to which for greater certainty your orators refer themselves will more fully appear. And your orators farther shew unto your Excellency, that the said Samuel Williamson departed this life, on or about the first day of April, in the year of our Lord one thousand eight hundred and twenty-one, and that after his death on the        day of        in the year of our Lord, one thousand eight hundred and        administration of all and singular the<sup>a</sup> goods, chattels, and credits of the said Samuel Williamson, at the time of his death was by John Frelinghuysen, Esq., Surrogate of the County of Somerset, in due form of law, granted to your orator, Abraham R. Sutphen— And your orators do aver and say that the said Samuel Williamson was, and his personal representatives and those interested in the said proceedings and decrees, and the matters connected with, and arising out of the same, are aggrieved by the said decrees—and that they ought not to be bound thereby: nor should any such decrees have been made or pronounced against the said Samuel Williamson, nei-

ther ought he to have paid and performed, as by the said decrees was ordered and appointed : and that the same decrees are erroneous, and ought to be revised or altered, and for error your orators do according to the course of this Honourable Court, assign the errors therein as follows :

*First*, your orators say and hope to maintain that the said interlocutory decree, pronounced in the said cause by his Excellency Joseph Bloomfield, Chancellor, on the twenty-first of September, in the year of our Lord eighteen hundred and eleven, ought not to have directed the taking of an account of the rents, issues, and profits of the said real estate, from the said eleventh of March, in the year seventeen hundred and eighty-nine, to the time of taking the account, but that the account to be taken, ought to have been confined to the rents and profits, accrued from and after the filing of the said Bill, or if it was proper that the account should be taken from an earlier period (which your orators do not admit) the account should have extended no farther than from the commencement of six years next preceding the time of filing the said Bill in said cause, up to the time of taking the said account.

And your orators say that if it was proper the account of the rents and profits received by the said Samuel <sup>1</sup> Williamson should be taken from the time he came into possession of said premises (which they do not admit) then they aver that an account ought also to have been directed to be taken of the rents and profits of the said premises received by the said Cornelius Williamson, from and after the death of the widow, Patience Williamson, to the time the said Williamson took possession of the house and principal part of the said farm, and of the rents and profits taken and received by the said Cornelius Williamson, of and from the land called overplus land, or the part of the said premises possessed by him from the time the said Samuel Williamson took possession of the residue of the said farm, up to the death of the said Cornelius Williamson.

*Secondly*, That in said decree, made and pronounced on the final hearing of the said cause or the equity reserved by his Excellency, Aaron Ogden, Chancellor, on the twenty-second day of October, in the year of our Lord eighteen hundred and thirteen, in making up the whole amount of the proceeds of the sales and nett rents to be distributed, there ought not to have been an addition to the amount

of sales, of the nett rents of the said premises, from the eleventh of March, in the year of our Lord seventeen hundred and eighty-nine, but only an addition to the amount of sales, of the rents and profits from the time of filing the bill, or at the most from the commencement of six years next preceding that time as above mentioned.

*Thirdly*, That in the said decree, after ascertaining the whole amount of the proceeds of the sales and rents of the said premises, and before the division thereof, to ascertain the shares of the legatees respectively therein, there ought not only to have been a deduction of two legacies to the two daughters, of fifty pounds each, and one to the son Abraham Williamson of one hundred pounds, and the interest thereof for twenty years, amounting altogether to \$1280.00 And the account of Samuel Linn for<sup>1</sup> superintending the sales, of 173.80

But there ought also to have been a farther deduction for the fees allowed by law to the Clerk, on the money brought into court 69.24  
Also of the sum paid to the Complainants for their costs 202.23

And also a reasonable compensation or allowance to the said Samuel Williamson, as Executor, on the proceeds of the sale made by him under the direction of the Court, and the nett rents accounted for as aforesaid as assets of the Estate. All which deductions being made from the proceeds of the sales and rents, the balance divided by five (5) would have given the original share of each devisee.

*Fourthly*—That in the said decree, after ascertaining the amount of each heir's share as aforesaid, in order to ascertain the sum actually due to the representatives of the said Cornelius Williamson, there ought to have been a deduction from the amount of said share of the one fourth instead of the one fifth part of the residue of the moneys arising from the first sales after deducting the specific legacies, in the manner the said moneys were actually divided by the Executor, and settled with the said Cornelius in his life-time, as appears by his answer, that is to say from the proceeds of the sales of the two hundred and ninety acres at 42s. amounting to £609 . £609,  
Deducting the legacies to the two daughters,  
amounting to . . . . . 100,  
Would leave a balance of . . . . . £509,

<sup>1</sup> p. 29.

One fourth of which would be £127.5 equal to	\$339.33
Which with twenty years interest thereon from 1792 to 1812,	475.00
	<hr/>

Amounts to the sum of . . . . . \$814.33

which ought to have been deducted from the said share and the balance thereof after such deduction only decreed to be paid to the personal representatives of the said Cornelius Williamson.

*Fifthly*—That in the said decree made and pronounced on the rehearing of the said cause by his Excellency <sup>1</sup> William S. Pennington, Chancellor, on the eleventh day of June in the year of our Lord eighteen hundred and fourteen. The decree before made and pronounced on the hearing of the cause on the twenty-second day of October in the year of our Lord eighteen hundred and thirteen, ought not to have been altered by striking therefrom the fourth item whereby the amount of the said Cornelius Williamson's share of the moneys arising from the first sale, and the interest thereof was deducted from the said Cornelius Williamson's share of the monies arising from the last sale, and nett rents of said premises. But the said decree of the twenty-second of October in the year of our Lord eighteen hundred and thirteen, ought on that occasion, to have been altered, amended and rectified, in all the several particulars, and in the manner herein above specified—that is to say—

By adding to the amount of sales	\$7923.21
The rents from the time of filing the Bill, 20th of December 1809, to the 11th of March 1812—3 years,	360.00
Making the whole amount of the proceeds of said premises.	<hr/>
	\$8283.21

And deducting therefrom,

1. The amount of the specific legacies to the two daughters and to Abraham, and the interest thereon, . . . . . \$1280.00
2. The account of the Master for superintending the sales, . . . . . 173.80
3. Fees of the Clerk on the money brought into Court, . . . . . 69.24
4. The costs of the Complainant, . . . . . 202.23

5. The commissions of the Executor on the proceeds thus accounted for, say at 7 per cent. on \$8283.21,	\$579.81	
Whole amount of deductions,	.	\$2305.08
Which would leave a balance of	.	\$5978.13

to <sup>1</sup> be divided into five shares, each of which shares would be	.	\$1195.62
From which deducting the share of the said Cornelius Williamson in the money arising from the first, sale according to the manner in which the division and settlement was actually made by the Executor, to wit, one fourth, amounting to	\$339.33	
with the interest thereon,	475.00	814.33
leaving a balance of	.	\$380.29

only due, and which ought by the said decree to have been directed to be paid to the personal representatives of the said Cornelius Williamson, dec'd. For all which errors and imperfections in the said decree, your orators have brought this their bill of review, and humbly conceive that they should be relieved therein.

And your orators farther shew unto your Excellency, that some time after the determination of the aforesaid suit, the said Asher Williamson, went to his uncle John Williamson, one of the sons and devisees of the aforesaid William Williamson, dec'd, who then lived at a great distance, to wit, in the county of \_\_\_\_\_ in the State of Virginia, and was wholly ignorant of the proceedings had in the cause above mentioned, and without acquainting him with the particulars thereof, and on the pretence that he the said Asher intended to call the said Samuel Williamson as Executor to account for the personal estate of the said William Williamson, dec'd, and that there would be some trifling sum coming to the heirs, the said Asher for the consideration of fifty dollars, or some small consideration by him paid to the said John Williamson, purchased of him all his, the said John's claim and demand against the said Samuel Williamson as Executor<sup>2</sup> of the said William Williamson, dec'd, under

<sup>1</sup> p. 31.

<sup>2</sup> p. 32.

the Will of the said dec'd, and obtained from him a voucher therfor, and also a letter of attorney from him, the said John, to him the said Asher Williamson, authorizing him to collect and receive the same from the said Samuel Williamson, Executor as aforesaid. And your orators expressly charge that the said Asher Williamson bought the said claim and demand of the said John Williamson, as a speculation, and the same was to be collected and received by him for his use and benefit, and he was and ever since hath been the only person beneficially interested therein.

And your orators farther shew unto your Excellency that shortly after the said Asher Williamson, by virtue of the power and authority aforesaid, commenced an action in the Supreme Court of the State of New Jersey, at the suit of the said John Williamson, against the said Samuel Williamson, as Executor of the last Will and Testament of the said William Williamson, dec'd, in a plea of trespass on the case in assumpsit for the share of the said John Williamson in the moneys arising from the rents and profits, and from the second sale of the said farm upon the foot of the aforesaid decree of the twenty-second day of October in the year of our Lord eighteen hundred and thirteen and therein declared for the sum of four thousand dollars, for so much money by the said Samuel Williamson as such Executor, before that time had and received to and for the use of the said John Williamson, to which the said Samuel Williamson pleaded the plea of non assumpsit, and thereupon issue was joined, and such proceedings thereupon had in the said Court, the said John Williamson, afterwards to wit, on the fourteenth day of November in the year of our Lord eighteen hundred and sixteen by the judgment of the said Court, recovered against the said Samuel Williamson Executor as aforesaid, as well the sum of twelve hundred and sixty dollars, damages, as also thirty-seven dollars and three cents, for his costs and charges, &c., in the whole amounting to the sum of twelve hundred and ninety-seven dollars and three cents; upon which judgment the said John Williamson, in the same term of November, in the year of our Lord eighteen hundred and sixteen, prosecuted out of the same Court a writ of execution, called a fieri facias, against the proper goods and chattels, lands and tenements, of the said Samuel Williamson, for the said damages, costs, and charges; which writ of execution was directed and delivered to James

S. Manners, Esq., then being High Sheriff of the county of Hunterdon, who, by virtue thereof levied on the goods and chattels, lands and tenements, of the said defendant as, by the judgment and proceedings in the said cause, and the execution thereupon, remaining of record in the office of the Clerk of the said Supreme Court, or a certified copy thereof, now in your orator's custody and ready to be produced as this Honorable Court shall direct, and to which for greater certainty, your orators refer themselves, will more fully appear. And your orators expressly charge, that the said sum of twelve hundred and sixty dollars, damages, so recovered, was for the share of the said John Williamson of and in the moneys arising from the rents, profits, and the second sale of the said farm by the said Samuel Williamson, as Executor of the last Will and Testament of the said William Williamson, dec'd, upon the foot of the decree of October twenty-second, in the year of our Lord eighteen hundred and thirteen aforesaid. And your orators believe, that, at the time of obtaining the said judgment, a credit was given to the said Samuel Williamson, Executor as aforesaid, for the said two sums of money paid by the said Samuel Williamson to the said John<sup>1</sup> on the thirtieth day of September, in the year seventeen hundred and ninety-three, and the third of October, in the year of our Lord seventeen hundred and ninety-six, for his share of the moneys arising from the first sale of the said farm.

And your orators farther shew unto your Excellency, that, upon the applications of the said Asher Williamson, on or about the day of \_\_\_\_\_ in the year of our Lord \_\_\_\_\_ Administratation of all and singular the goods, chattels, and credits of the said Abraham Williamson, deceased (one of the sons and devisees of the said William Williamson deceased, and who survived the testator, but died intestate and without issue, in the life-time of Patience Williamson, the widow, as above mentioned) was granted to the said Asher Williamson, by \_\_\_\_\_ Esq. Surrogate of the county of Hunterdon.

And the said Asher Williamson afterwards commenced an action in the Supreme Court of the state of New Jersey, at the suit of him, the said Asher Williamson, as Administrator of all and singular the goods, chattels and credits of the said Abraham Williamson de-

---

<sup>1</sup> p. 34.

ceased, against the said Samuel Williamson, as executor of the last Will and Testament of the said William Williamson, deceased, in a plea of trespass on the case in assumpsit, for the said Legacy of one hundred pounds over and above his other brothers, and also the residuary share of the said Abraham Williamson, deceased, of the moneys arising from the rents and profits and the second sale of the said farm, upon the foot of the aforesaid decree of the twenty-second of October, in the year of our Lord eighteen hundred and thirteen, and therein declared for the sum of four thousand dollars, for so much money by the said Samuel Williamson, as such Executor, before that time had and received to and for the use of the said Asher Williamson, as such administrator as aforesaid; to which the said Samuel Williamson pleaded the plea of non-assumpsit and thereupon issue<sup>1</sup> was joined, and such proceedings were had in the said cause, that the said Asher Williamson, administrator as aforesaid, afterwards, to wit, on the fourteenth day of November in the year of our Lord eighteen hundred and sixteen, by the judgment of the said Court recovered against the said Samuel Williamson as well the sum of twenty three hundred and forty five dollars and ninety three cents, damages, as also fifty seven dollars and fifty three cents, for his costs and charges, &c, in the whole amounting to twenty four hundred and three dollars and forty six cents; upon which said judgment the said Asher Williamson, administrator aforesaid, in the same term of November, in the year eighteen hundred and sixteen, prosecuted, out of the same Court, a writ of execution, called a fieri facias, against the proper goods and chattels, lands and tenements, of the said Samuel Williamson, for the said damages, costs and charges, which writ of execution was directed and delivered to the said James S. Manners, Esq., then being High Sheriff of the said county of Hunterdon, who, by virtue thereof levied on the goods and chattels, lands and tenements of the said defendant—as, by the judgment and proceedings in the said cause, and the execution thereupon, remaining of record in the office of the Clerk of the said Supreme Court, or a certified copy thereof now in your orators' custody, and ready to be produced as this Honorable Court shall direct, and to which, for greater certainty, your orators refer themselves, will more fully appear—and your orators aver, and expressly charge

---

<sup>1</sup> p. 35.

the truth to be, that the said twenty three hundred and forty three dollars and ninety five cents damages, so recovered in the said action was for the specific Legacy of one hundred pounds more than his brothers, devised to the said Abraham by the Will of the said William Williamson, deceased, and also the residuary Legacy or share <sup>1</sup> of the said Abraham on the moneys arising from the rents and profits and the second sale of the said farm by the said Samuel Williamson, as executor of the said William Williamson, deceased, upon the foot of the decree of the twenty second day of October, in the year of our Lord eighteen hundred and thirteen, aforesaid, and the interest thereon; and that no deduction or abatement was made on account of the one sixth part or share of the personal estate of the said Abraham, Williamson, deceased, which was coming to the said Samuel Williamson, as one of the heirs of said deceased.

And your orators farther shew unto your Excellency, that, after the levy of the two executions above mentioned, on or about the sixteenth day of December, in the year of our Lord eighteen hundred and sixteen, the said Samuel Williamson paid to the said Asher Williamson, as Attorney-in-fact for the said John Williamson, and administrator of the said Abraham Williamson, deceased, on the two suits above mentioned, the sum of three thousand five hundred and two dollars and ninety cents (by assigning to him two notes, one of your orator, Benjamin Johnson, and another of your orator, Abraham R. Sutphen, together amounting to that sum, which has since been collected and received by the said Asher Williamson) and for which a receipt was given by James S. Manners, Esq., as Sheriff, to the said Samuel Williamson; by which payment, the damages, taxed costs, interest, and Sheriff's execution fees, on the said judgment and execution at the suit of the said John Williamson against the said Samuel Williamson, executor as aforesaid, amounting at that time to the sum of fourteen hundred and two dollars and two cents, was fully paid and satisfied, and the sum of twenty one hundred dollars and eighty eight cents was paid on the damages, taxed costs, interest, and Sheriff's execution fees, on the said judgment and execution, at the suit of the said Asher Williamson, as administrator of the <sup>2</sup> said Abraham Williamson, deceased, at that time amounting to twenty five hundred and ninety seven dollars and fifty-four cents; leaving a bal-

---

<sup>1</sup> p. 36.

<sup>2</sup> p. 37.

ance then due thereon of four hundred and ninety six dollars and sixty six cents.

And your orators farther shew unto your Excellency, that shortly after these payments were made, the said Samuel Williamson remonstrating with the said Asher against his being compelled to pay any more money on said executions, after losing as he supposed, the money paid his father, Cornelius Williamson, on the first sale, and suffering by the said decrees, and especially while he, the said Asher Williamson, as administrator of the said Abraham Williamson, deceased, then had in his hands the share of the estate of the said Abraham, which would be coming to the said Samuel, as one of his brothers and heirs-at-law, far exceeding the balance yet due on the said execution, the said Asher Williamson agreed with the said Samuel Williamson, that, on the farther payment of a sum equal to the amount of taxable costs and interest on said two executions, being about one hundred dollars, the balance due on the said executions might remain in the hands of the said Samuel Williamson, until the said Asher, as administrator, should settle up the estate of the said Abraham Williamson, deceased, and should then be applied toward the payment of the said Samuel Williamson's share of the said Abraham Williamson's estate.

And your orators farther shew unto your Excellency, that in compliance with this agreement on his part, the said Samuel Williamson on the fifteenth day of January, in the year of our Lord eighteen hundred and eighteen, paid to the said James S. Manners, Esq., Sheriff, on the said execution, the said sum of one hundred dollars—Shortly <sup>1</sup> after making which payment, the said Samuel Williamson, being a very elderly man, removed to the house of one Abraham Terhune, in the county of Somerset, where he lived about two years, and, on or about the first day of April, in the year of our Lord eighteen hundred and twenty one, died intestate, leaving little or no personal property other than that what was claimed, on some pretence, by the said Abraham Terhune—and that the estate of the said Samuel Williamson is wholly insufficient to indemnify your orator, Benjamin Johnson, for his suretyship as aforesaid.

And your orators farther shew unto your Excellency, that after making the said last mentioned payment, and before his death, the

---

<sup>1</sup> p. 38.

said Samuel Williamson frequently urged the said Asher Williamson to come to an account and settlement with him, the said Samuel ; to make him some satisfaction for the moneys due him from the estate of the said Cornelius Williamson ; deceased, and to pay him his distributive share of the estate of the said Abraham Williamson, dec'd, which the said Asher repeatedly evaded, delayed, and refused to do.

And your orators farther shew unto your Excellency, that the said Asher Williamson, notwithstanding the just claims of the said Samuel in his lifetime, and the moneys due to him from the said Asher, as administrator of the said Abraham Williamson, deceased, and his agreement to stay all farther proceedings on the said executions, after the death of the said Samuel, and before any person had administered on his estate, at a time when real property was exceedingly low and money scarce, fraudulently and deceitfully insisted on the Sheriff's proceeding on the said executions<sup>1</sup> to make sale of the real estate of the said Samuel Williamson, and the said James S. Manners, Esq., Sheriff as aforesaid, in compliance with his request, advertised the same, and, on the fifteenth day of March, in the year of our Lord eighteen hundred and twenty-one, sold, at Sheriff's sale, by virtue of said executions, a valuable house and lot of about acres of land, situate in the township of Amwell aforesaid, being the only remaining real estate of the said Samuel Williamson ; and the said Asher Williamson became himself the purchaser thereof for the price or sum of two hundred dollars, being greatly under its real value.

And your orators farther shew unto your Excellency, that the said Asher Williamson, having thus secured the greater part of the personal, and all the real estate, of the said Samuel Williamson, but knowing that your orator, the said Benjamin Johnson, was security in the Bond given by the said Samuel Williamson, for the performance of the trusts reposed in him as Executor of the said William Williamson, dec'd, and also knowing that the said William Williamson, the son and devisee of the said William Williamson, dec'd (who had, many years since, removed to the county of Hampshire, in the State of Virginia) had departed this life ; and that his family and heirs were dispersed in various places, and wholly ignorant of the result of the suit in Chancery, and the advantages they

might derive under the said decree of the twenty-second of October, in the year of our Lord eighteen hundred and thirteen; he, the said Asher Williamson, purchased up from the said heirs, or some of them, their claims against the said Samuel Williamson, as Executor of the said William Williamson, dec'd, for merely nominal considerations,<sup>1</sup> assuring them the same was of very small value; and on pretence thereof, or that he was a creditor, or otherwise interested in the estate of the said William Williamson, dec'd, applied for administration of the estate of the said William Williamson, deceased; whereupon, on or about the twentieth day of December, in the year of our Lord eighteen hundred and twenty, administration of all and singular the goods, chattels, and credits of the said William Williamson, the younger, was granted to the said Asher Williamson, by Joseph Bonnell, Esq., Surrogate of the county of Hunterdon, and having authority by law to grant the same; and the said Asher Williamson, as administrator of the said William Williamson, dec'd, caused an action to be commenced in the Supreme Court of the State of New Jersey, on behalf and for the benefit of the said Asher Williamson, as administrator as aforesaid, but in the name of the said William S. Pennington, Esq., late Chancellor and Governor of the State of New Jersey, against your orator, Benjamin Johnson, as survivor of the said Samuel Williamson, deceased, for five thousand dollars, by process returnable to \_\_\_\_\_ term, in the year of our Lord eighteen hundred and twenty-one, and therein declared upon the said refunding bond, bearing date upon the twenty-fifth day of June, in the year of our Lord eighteen hundred and fourteen, given by the said Samuel Williamson and your orator to the said William S. Pennington, Esq., Governor and Chancellor of this State, in pursuance of the decree of the twenty-second day of October, in the year of our Lord eighteen hundred and thirteen, as above mentioned; in the said declaration, among other things, setting<sup>2</sup> forth the condition of the bond, said decretal order of the Court of Chancery, in the cause above mentioned, for the second sale of the said farm—that the said sale had been made, and the moneys brought into Court—the final decree in said cause, that, after certain deductions, one fifth of the residue of said moneys be paid to the complainants in the said cause, and the remainder should be paid over to the

---

<sup>1</sup> p. 40.

<sup>2</sup> p. 41.

said Samuel Williamson, on his giving bond with surety as aforesaid; averring that the said bond was given in virtue of the said decree—that, upon giving the said bond, the residue of the said moneys, amounting to five thousand seven hundred and thirty-three dollars and six cents, was paid to the said Samuel Williamson—that the said William Williamson was entitled to one fifth part of the residue of the moneys arising from the said sales—that, he having died, administration of his estate had been granted to the said Asher Williamson, who was entitled to receive the same, to wit, the sum of one thousand four hundred and thirty-three dollars and four cents—and assigning for breach the non-payment of the said moneys—and your orator, the said Benjamin Johnson, not having entered his appearance and filed a plea in said cause, in due time, a judgment by default was had and entered against him in the said cause, in the term of November, in the year of our Lord eighteen hundred and twenty-one—whereupon a writ of inquiry of damages in the said cause was awarded, and to the Sheriff of the county of Hunterdon, directed and delivered, returnable before the said Court in February term, in the year eighteen hundred and twenty-two, which was executed on the twenty-fifth day of February, in the year eighteen hundred and twenty-two, at the house of Joseph M. Bispham, innkeeper, in Trenton, and an inquisition, finding the<sup>1</sup> sum of twenty-two hundred and two dollars and forty-six-and-a-half cents, damages, besides costs, made and returned with the said writ; upon the return whereof in said Supreme Court, on the twenty-seventh day of the same month of February, in the year eighteen hundred and twenty-two, final judgment was obtained in said cause against your orator for the said penal sum of five thousand dollars, debt, and forty-nine dollars and thirty-cents, costs and charges—and the said Asher Williamson, Administrator as aforesaid, in the name of the plaintiff in said cause, in that same term, prosecuted out of the said Court, upon the judgment aforesaid, a writ of execution, called a fieri facias, against the goods and chattels, lands and tenements, of your orator, the said Benjamin Johnson, indorsed to levy on that writ the damages so as aforesaid assessed to the sum of two thousand two hundred and two dollars and forty-five cents, and the costs of suit, forty-nine dollars and thirty-three cents, amounting altogether to twenty-two hundred and fifty-

---

<sup>1</sup> p. 42.

one dollars and seventy-eight cents, with interest from the twenty-sixth day of February, in the year eighteen hundred and twenty-two till paid; which writ of execution was directed to the Sheriff of the county of Hunterdon, and delivered to Edward Welsted, Esq., High Sheriff of said county, on the fifteenth day of March, in the year eighteen hundred and twenty-two, in due form of Law to be executed; by virtue whereof the said Sheriff did levy on three tracts or parcels of land of and belonging to your orator, the said Benjamin Johnson, in the township of Amwell, and county of Hunterdon, the first containing one hundred and seventy acres, more or less, with the appurtenances, whereon your orator then lived, adjoining David Bellis and others; the second containing two<sup>1</sup> hundred and eighteen acres, more or less, with the appurtenances, adjoining lands of Jacob Williamson and others; and the third being a tavern-house and lot, containing two acres of land, more or less, at Newmarket—as, by the judgment and proceedings in the said cause, and the execution thereupon, remaining of record in the office of the Clerk of the said Supreme Court, or a certified copy thereof, now in your orators' custody, and ready to be produced as this Honourable Court shall direct, and to which, for greater certainty, your orators refer themselves, will more fully appear.

And your orators farther shew unto your Excellency, that, at the time of the commencement of the suit against the said Benjamin Johnson, Administration of the estate of Samuel Williamson, dec'd, had not yet been granted, and there was no personal representative of Samuel Williamson, dec'd, to investigate the state of affairs between the said Samuel Williamson and the said Asher Williamson, touching the matters herein before mentioned, which was wholly unknown to your orator, the said Benjamin Johnson, who had not access to, nor knew where to find, the papers of the said Samuel Williamson concerning the same, or to obtain information relative thereto—that your orator, the said Benjamin Johnson, had heard, that the said Samuel Williamson, as Executor of William Williamson, dec'd, in the life-time of the said Samuel, had made a payment to the said William Williamson, son of the said Testator, in his life-time, for or on account of his share of the moneys arising from the first sale of the said farm; and that there had been some receipt, acquittance, or

---

<sup>1</sup> p. 43.

discharge for the same, in the hands of the said Samuel Williamson, dec'd, in his life-time; but whether the same was yet in existence, and where or in whose custody it was to be found, he knew not<sup>1</sup>— but he had also heard, that the payment of the money, and the existence of the receipt and discharge therefor, were well known to the said Asher Williamson, who had repeatedly admitted the fact that a payment had been made; and, after the commencement of the said suit, and before execution of said writ of inquiry, had also admitted, that there was only a balance due on said legacy, of one thousand or twelve hundred dollars, which was all he expected to recover— your orator expected that the said Asher Williamson had made a correct calculation of the sum due after crediting the payment, and intended to claim no more; and not being in possession of any evidence, nor knew where to obtain it, to prove said payment, and relying on the declarations of the said Asher that he only claimed the balance due to him, your orator did not undertake to contest the amount of his claim.

And your orators farther shew unto your Excellency, that the said Asher Williamson, after the decease of the said Samuel Williamson, having examined his papers remaining in the custody of the said Abraham Terhune, and finding that no such acquittance or discharge was among them, and supposing the same to be lost, and that no proof of the said payment could now be produced, deceitfully and fraudulently denied that any such payment had ever been made, or acquittance given; and did falsely and fraudulently conceal the same from the knowledge of the jurors of the said inquest; and did then and there exhibit a claim for the whole amount of the share of the said William Williamson of the moneys arising from the second sale of the said farm, upon the foot of the before-mentioned decree of October, in the year eighteen hundred and thirteen, with the interest thereof from the time of the said decree, without any credit or deduction whatever for the said payment—the whole amount of which claim was accordingly assessed and found for the plaintiff by the said inquisition—he the said Asher Williamson, well knowing at the time that<sup>2</sup> such payment had been made and acquittance given; that the same ought to have been credited; and that the same, so claimed and found by the said inquisition, was not due and owing by the said

---

<sup>1</sup> p. 44.

<sup>2</sup> p. 45.

Samuel Williamson, as Executor as aforesaid, to him, the said Asher, as Administrator of the said William Williamson, deceased, as aforesaid.

And your orators farther shew unto your Excellency, that your orator, the said Benjamin Johnson, had no knowledge of the sum thus fraudulently claimed, and which was found by the said inquisition, until after final judgment entered in the said cause, and execution issued and delivered to the Sheriff—and that when the said Benjamin Johnson heard of the amount for which judgment had been obtained, and after the appointment of your orator, the said Abraham R. Sutphen, as administrator of the said Samuel Williamson, dec'd, they both made diligent search for the said acquittance or discharge, but that the same could not be found among the papers of the said Samuel Williamson, and that the same had been left by the said Samuel Williamson, in his life-time, among some other papers in possession of his counsel, since deceased, and had been mislaid, and got into the possession, and among the papers, of a third person, and was not found until after the judgment and execution as aforesaid, and after both the Sheriff's sales by virtue of said execution, as hereinafter mentioned, when the same was found on or about the tenth day of June of the present year eighteen hundred and twenty-three.

And your orators farther shew unto your Excellency, that the said Asher Williamson, after the levy and return of the execution against your orator, persisting in his fraudulent design of collecting the whole of said moneys from your orator, the said<sup>1</sup> Benjamin Johnson, requested and urged the said Sheriff to make sale of the premises so levied on to satisfy his unjust demands—that, in compliance with such request, and in obedience of the commands of said execution, the said Sheriff, by advertisement, signed by himself and set up in several places in the county, and also published in *The Trenton Federalist*, a paper published at Trenton, in said county of Hunterdon, (but not for the length of time required by Law) did give notice that he would expose to sale, at public vendue, on Monday, the second day of September, in the year eighteen hundred and twenty-two, between the hours of twelve and five o'clock in the afternoon of said day, at the house of Isaac Low, innkeeper, in the township of Amwell, in the county of Hunterdon, all the right, title,

---

<sup>1</sup> p. 46.

and interest of your orator, Benjamin Johnson, in the said three tracts or parcels of land, situate in the township of Amwell, in said county, so levied on as aforesaid as the property of your orator, Benjamin Johnson, survivor of the said Samuel Williamson, and taken in execution at the suit of the said William S. Pennington, late Governor, &c.—and your orators expressly charge the truth to be, that, although notice of the said sale was given by advertisements set up at different places, and the advertisements were inserted in the “Trenton Federalist,” a newspaper circulating in said county, yet the said advertisements were not published in the said newspaper for the space of time required by Law, that is to say, four weeks next preceding the time of said sale, the said advertisements having been first inserted in the said newspaper called the “Trenton Federalist,” which was published on the<sup>1</sup> twelfth day of August, in the year of our Lord eighteen hundred and twenty-two, and the said sale was appointed to take place on the second day of September then next; so that the said advertisements were only published in the said newspaper for the space of twenty-two days next preceding the said sale, which, your orators insist, was wholly insufficient, and contrary to the form of the statute in such case made and provided.

Nevertheless, your orators farther shew unto your Excellency, that, at the time and place so appointed for the sale of the said premises, the said Asher insisting on a sale, the said Sheriff did set up and expose the same to sale at public vendue, in three separate parcels, that is to say—*First*, he set up and exposed to sale the homestead farm whereon your orator, the said Benjamin Johnson, lived, in the township of Amwell, containing one hundred and seventy acres, more or less, with the appurtenances—and the said Asher Williamson then and there bidding therefor the sum of thirteen hundred and ten dollars; and being the highest bidder therefor, the same was struck off to the said Asher Williamson for the sum so bid for the same.—*Secondly*, the said Sheriff did set up and expose to sale the Tavern-house and lot of land at New Market, then in the occupation of William Johnson, containing two acres, be the same more or less; and the said Asher Williamson bidding for the same the sum of four hundred and five dollars: and being the highest bidder therefor, the same was struck off to the said Asher Williamson for

---

<sup>1</sup> p. 47.

the sum so bid for the same.—*Thirdly*, the said Sheriff did set up and expose to sale the farm adjoining lands of Jacob Williamson, Jacob Schenk, and others, in the said township of Amwell, containing two hundred and eighteen acres, more or less; and the said Asher Williamson then and there bidding for the same the sum of six<sup>1</sup> hundred dollars; and being the highest bidder therefor, the same was then and there struck off to the said Asher Williamson for the sum so bid for the same—the purchase money for the whole of the premises so sold, amounting altogether to the sum of twenty three hundred and fifteen dollars—and the said Asher Williamson then and there signed a memorandum of the said sale, endorsed on the back of the conditions—and the said Asher Williamson afterwards satisfied the Sheriff for the purchase money of said premises, by acknowledging the receipt of the same, or the residue thereof after deducting the execution fees on said judgment, and execution against your orator, the said Benjamin Johnson—whereupon the said Edward Welsted, Esq., Sheriff as aforesaid, made and executed a certain indenture of bargain and sale, bearing date on or about the        day of September, in the year last aforesaid, between him, the said Edward Welsted, Esq., high Sheriff of the said County of Hunterdon, party of the first part, and the said Asher Williamson, of the township of Amwell, in the said county, party of the second part, purporting, for and in consideration of the amount of the purchase money so bid for the said premises, the receipt whereof was thereby acknowledged, to grant, bargain, sell, alien, enfeoff, release, convey, and confirm to the said Asher Williamson, his heirs and assigns, all the said three lots, tracts, or parcels of land, situate in the said township of Amwell, so struck off to the said Asher Williamson as aforesaid, and therein respectively butted, bounded, and described as follows, that is to say—The first tract, beginning at a white oak stump in the Flemington road, and runs (1) south fifty-four degrees, east, three chains and forty-one links, to a stone; (2) south ten degrees east, five chains, to a stone; thence (3) south thirteen degrees and thirty minutes east; thirteen chains and seventy-two links, to a stone; thence (4) south eighty-five degrees and thirty minutes west, twenty-nine chains and sixty-five<sup>2</sup> links, to a stone; thence (5) south eight degrees east, two chains and twenty-nine links, to a corner;

---

<sup>1</sup> p. 48.

<sup>2</sup> p. 49.

thence (6) south eighty-seven degrees and fifteen minutes west, twenty-four chains and eleven links, to a corner ; thence (7) north four degrees west, nineteen chains and eighty-eight links, to a corner ; thence (8) north eighty-four degrees and thirty minutes east, twenty-three chains and ninety-six links, to a stone ; thence (9) north four degrees west, thirty-one chains and thirty links, to a corner ; thence (10) north eighty-four degrees east, two chains and twenty-four links, to a corner, thence (11) south two degrees and thirty minutes east, two chains and twenty-four links, to a corner ; thence (12) north eighty-six degrees and thirty minutes east, twenty-three chains and ninety-five links, to a stone ; thence (13) south eighty degrees west, nine chains and twenty-four links, to a stone ; thence (14) south five degrees west, eight chains and ninety-four links, to a stone ; thence (15) south eleven degrees and forty-five minutes east, eight chains and thirty-six links, to the place of beginning ; containing one hundred and seventy acres, more or less, adjoining lands of the widow Sarah Cool, David Bellis, Joachim Hill, and others.

The second tract, beginning at a hickory tree, adjoining lands of Joab Mershon, and runs (1.) south forty-two degrees and forty-five minutes east, eight chains, to a corner ; thence (2.) south eighty-five degrees and fifty minutes east, ten chains and eighty-five links, to the great road ; thence (3.) north seventeen degrees and fifty minutes west, five chains and ninety five links, to a rock ; thence (4.) north seventy-seven degrees east, nineteen chains and twelve links, to a white oak ; thence (5.) south sixty three degrees and thirty minutes east, thirteen chains and seventy-five links to a stone ; <sup>1</sup> thence (6.) north thirty-six degrees and thirty minutes east, twenty-two chains and fifty two links, to a post ; thence (7.) north fifty-three degrees and thirty minutes west, thirteen chains and seventy-five links to a stone ; thence (8.) north twenty-eight degrees and fifteen minutes east, twenty-five chains and ninety links, to a stone ; thence (9.) north fifty degrees and forty five minutes west, one chain and forty-nine links, to a stone ; thence (10.) north thirteen degrees and thirty minutes west, nineteen chains and thirty one links, to a stone ; thence (11.) south seventy-five degrees and thirty minutes west, fourteen chains and eighty links, to a stone ; thence (12.) north fifty de-

---

<sup>1</sup> p. 50.

degrees and forty-five minutes west, one chain and ten links, to a stone thence (13.) south seventy-eight degrees west, seven chains and twenty-five links to a stone; thence (14.) south forty one degrees east, four chains and eighty-six links to a stone; thence (15.) south seventy-six degrees fifteen minutes west, thirty-seven chains and seventy-five links, to a stone; thence (16.) south seventy-five degrees and thirty minutes east, five chains and forty links, to a stone; thence (17.) north fifty-one degrees and thirty minutes west, five chains and seventeen links, to a stone; thence (18.) south six degrees and fifteen minutes west fifteen chains, and fifty-seven links, to a stone and tree; to the place of beginning; containing within the aforesaid bounds, two hundred and eighteen acres, more or less; excepting and reserving thereout sundry parts or parcels sold off since the date of this described survey. These said boundaries lies adjoining lands of Jacob Williamson, William Schenk, William Palmer and others. The third lot, situated in Newmarket, beginning at a corner of John Reed's line; (1.) north nineteen degrees and forty-five minutes east, five chains and forty-five links, to a stone; thence (2.) north eighty degrees east, two chains and sixty <sup>1</sup> links, to the centre of the great road; thence (3.) south thirty degrees east, four chains and twenty-nine links, to a corner formerly an ash tree; thence (4.) south eighty degrees west, to the place of beginning, and contains two acres and ten perches, more or less—together with all and singular the appertenances; to hold to the said Asher Williamson, his heirs and assigns and to his and their use, in fee-simple—as, by the said indenture of bargain and sale, if produced to this Honorable Court, and to which, when produced, your orators, for greater certainty, refer themselves, will more fully appear—by virtue of which conveyance the said Asher Williamson demanded possession of the said premises. And your orators farther shew unto your Excellency, that, after the said sale and conveyance of the said premises, it having been discovered that the advertisement, giving notice of the time and place of selling the same, had not been published in any newspaper for the length of time required by law, and the said Asher Williamson being advised that the said sale, for that reason, was illegal and void, and that his title to the said premises under such sale unavailing, he the said Asher Williamson, did thereupon direct and

---

<sup>1</sup> p. 51.

require the said Sheriff again to advertise and expose the said premises to sale by virtue of the said execution; and, in compliance with such request, in or to make a valid sale of said premises to satisfy the said execution, the said Edward Welsted, Esquire, Sheriff as aforesaid, by other advertisements, signed by him and set up in five of the most public places in said county of Hunterdon, one whereof was in the said township of Amwell, in said county and also published in the \_\_\_\_\_ one of the newspapers published at Trenton, in this county, and circulating most generally in the said county, did again give notice, that he would expose to sale at public Vendue, on <sup>1</sup> Wednesday, the fourteenth day of May in the year of our Lord eighteen hundred and twenty three, between the hours of twelve and five o'clock in the afternoon of said day, at the house of Isaac Rea, Sen., innkeeper, in Amwell, in said county, all the right, title, and interest of your orator, Benjamin Johnson, in the said three tracts or parcels of land, situate in the township of Amwell in said county, so levied on as aforesaid as the property of your orator, Benjamin Johnson, survivor of the said Samuel Williamson, and taken in execution at the suit of William S. Pennington, late Governor, &c.

And your orator farther sheweth unto your Excellency, that, at the said last-mentioned time and place, so appointed for the sale of the said premises, the said Edward Welsted, Esq., Sheriff as aforesaid, did set up and expose the same to sale, at public vendue, in separate parcels, and no person bidding therefor in that way, the said premises were set up altogether, and William H. Johnson, for and on behalf of himself and his sister, Clarissa Johnson, then and there bidding for the same the sum of three thousand dollars, and being the highest bidder therefor, the said premises was then and there struck off and sold to the said William H. Johnson and Clarissa Johnson, for the said sum of three thousand dollars so bid for the same—and the said William H. Johnson and Clarissa Johnson have since paid the said Sheriff the said three thousand dollars, purchase money for the said premises—and the said Edward Welsted, Esq., Sheriff as aforesaid, upon the payment of the said purchase money, and in consideration thereof, by an indenture of bargain and sale, bearing date on or about the \_\_\_\_\_ day of \_\_\_\_\_ in

---

<sup>1</sup> p. 52.

the year of our Lord<sup>1</sup> eighteen hundred and twenty-three, hath granted, bargained, sold, and conveyed the said premises to the said William H. Johnson and Clarissa Johnson, their heirs and assigns, in fee-simple.

And your orators farther shew unto your Excellency, that the said Edward Welsted, Esq., Sheriff as aforesaid, since the said last mentioned sale of said premises, out of the purchase money, so received from the said William H. Johnson and Clarissa Johnson, hath paid and satisfied the said Asher Williamson the full amount of the damages, interest and cost, directed to be levied on the execution at the suit of the said William S. Pennington, late Governor, &c., against your orator, Benjamin Johnson—and the same being fully paid, and your orators having since, that is to say, on the tenth day of June, in the year of our Lord eighteen hundred and twenty-three, discovered and obtained the receipt and acquittance of the said William Williamson to the said Samuel Williamson, as Executor to the said William Williamson; dec'd, above mentioned, they have frequently and in a friendly manner, requested the said Asher Williamson, William Williamson, and Cornelius Williamson, the Executors of the said Cornelius Williamson, dec'd, or some of them, to come to an account and settlement with your orator, Abraham R. Sutphen, administrator as aforesaid, touching and concerning the moneys received by the said Executors, or any of them, of, from, or to the use of the said Samuel Williamson in his life-time, and may refund what has been received by them over and above what ought in equity and justice to have been paid; and have also requested the said Asher Williamson to come to such account and settlement with your orator, the said Abraham R. Sutphen, touching the moneys so collected and received by him as attorney for the said John and as administrator of the said Abraham Williamson, dec'd, and refund to your orator Abraham R. Sutphen, administrator as aforesaid, all the moneys so received, over and above what was justly due and ought to have been demanded and received on those claims respectively; and to come to such account touching the personal estate of the said Abraham Williamson, dec'd, and to pay to the said<sup>2</sup> Abraham R. Sutphen, administrator as aforesaid, the distributive share of the said estate due to the said Samuel Williamson, dec'd, and to come to such ac-

---

<sup>1</sup> p. 53.

<sup>2</sup> p. 54.

count and settlement touching and concerning the moneys so collected and received by the said Asher, as Administrator of the said William Williamson, dec'd, and to refund to the said Benjamin Johnson, or to the said Abraham R. Sutphen, as administrator as aforesaid, all the moneys so received over and above what was justly due and owing, and ought to have been demanded and received, on that account; and to relinquish his purchase of the said house and lot of land of the said Samuel Williamson, so, fraudulently and in violation of his said agreement, sold on the said execution at his suit as administrator of the said William Williamson, dec'd; and to suffer the same to be disposed of for the benefit of the estate of the said Samuel Williamson, dec'd; and make such conveyances thereof as may be necessary for the purpose; and to give up the deeds so made and executed to him by the said Edward Welsted, Esq., Sheriff, on the first sale of the property of your orator, Benjamin Johnson, above mentioned to have been made in September, in the year of our Lord eighteen hundred and twenty-two, and suffer the same to be cancelled, or release all his right, title, or claim to said premises under the same deed.

And your orators had well hoped they would have complied with such reasonable request—

But now so it is, may it please your Excellency, that the said Asher Williamson, William Williamson, and Cornelius Williamson, combining and confederating themselves to and with divers other persons, at present unknown to your orator, whose names, when discovered, your orators pray may be inserted herein, and they made parties hereto, with apt words to charge them, how to injure and aggrrieve your orators in the premises, do refuse to comply with the before-mentioned requests in any particular whatever;<sup>1</sup> and the said confederates pretend, that all claims of your orator, the said Abraham R. Sutphen, administrator as aforesaid, is barred from any claims against the personal representatives of the said Cornelius Williamson, dec'd—and they pretend, that the judgments, so obtained by the said Asher Williamson in the name of the said John Williamson as administrator, and as administrator of the said Abraham Williamson, were founded upon and warranted by the said decree; and although the moneys recovered and received thereon may have ex-

---

<sup>1</sup> p. 55.

ceeded what in strict justice ought to have been demanded, yet your orators are concluded thereby; and threaten to set up the said judgments in bar to any demands on those accounts—at other times they pretend, that the said Asher was only agent of the said John, and had no interest in the moneys recovered, and is not in any wise accountable thereon—whereas your orators expressly charge the truth to be, that the said Asher Williamson had purchased the claim of the said John, and at the time he recovered the said moneys, was the only person beneficially interested therein—and at other times they pretend, that the said Asher has since paid over the said moneys to the said John—whereas your orators expressly charge the contrary to be the truth, and that the said Asher, since he received the said moneys, has not paid over the same, or any part thereof, to the said John. And the said confederates sometimes pretend, that all the estate of the said Abraham Williamson, dec'd, was consumed in the payment of the debts of the deceased and expenses in settling the estate. And at other times they pretend, that the said Asher, administrator of the said Abraham Williamson, dec'd, had fully accounted and paid to the said Samuel Williamson, in his life-time, his distributive share of the said estate—whereas your orators charge the truth to be, that the said <sup>4</sup> Abraham was not indebted at his decease, and that a large surplus of the moneys and assets of said estate, so received by the said administrator, after payment of all debts and expenses, remained to be distributed among his heirs; and that the said Asher hath not paid to the said Samuel Williamson, in his life-time, or his administrator since his death, his distributive share of said estate, or any part thereof. At other times the said confederates pretend, that the said Samuel Williamson never paid to the said William Williamson, in his life-time, any portion of the moneys arising from the first sale of said farm, made by the said Samuel, as Executor of the said William Williamson, dec'd. Whereas your orators expressly charge the truth to be, that the said Samuel Williamson, out of the moneys arising from the said first sale, did, on or about the second day of April, in the year of our Lord seventeen hundred and ninety-two, pay to the said William Williamson the said sum of one hundred and thirty-one pounds and ten shillings, proclamation money; and that the said William Williamson made, ex-

ecuted, and delivered to the said Samuel Williamson such acquittance and discharge therefor as is hereinbefore mentioned ; and that the said Asher Williamson had seen and well knew that such acquittance and discharge had been given ; and admitted that there was but ten or twelve hundred dollars due from the estate of the said Samuel, or your orator, Benjamin Johnson, as his surety, to him, the said Asher, as administrator of the said William Williamson, shortly before he obtained the said judgment. At other times the said confederates pretend, that the said payment was credited and deducted on the assessment of damages in said action, and that the sum found by the <sup>1</sup> inquisition, and which was so levied, recovered, and received by the said Asher, was the sum actually due after such deduction—whereas your orators expressly charge the truth to be, that the said Asher, after having searched, and discovering that the said acquittance was not to be found among the papers left by the said Samuel at his death, and believing the same to be lost, deceitfully, and for the purpose of defrauding your orator, the said Benjamin Johnson, and the estate of the said Samuel Williamson, concealed the fact of such payment having been made, and claimed and obtained an assessment of damages, on the enquiry, in said cause, to the whole amount of the share of the said Samuel Williamson in the moneys arising from the second sale, and nett rents and profits of the said plantation, on the footing of the decree of the twenty-second of October, in the year of our Lord eighteen hundred and thirteen, the whole amount whereof has since been paid to the said Asher Williamson, without any deduction for the said previous payment to the said William Williamson—and, in case your orator, the said Abraham R. Sutphen, as Administrator as aforesaid, should commence an action against the said Asher Williamson, for the recovery of the moneys so unjustly received and detained, by the said Asher Williamson, the said confederates threaten to set up the said judgment as a bar against the said suit and all demands against the said Asher—and the said confederates deny that the said Asher Williamson ever made such agreement, as is hereinbefore stated, to stay proceedings on the execution at the suit of the said John, and of the said Asher as administrator of the said Abraham Williamson, dec'd, and against <sup>2</sup> the said Samuel Williamson, in the hands of the said James S. Manners,

---

<sup>1</sup> p. 57.

<sup>2</sup> p. 58.

Sheriff, as aforesaid, and insist that the sale, thereupon made by the said Sheriff, of the said house and lot of land of the said Samuel, was correct and proper—whereas your orators expressly charge the truth to be, that the said Asher did make such agreement to stay all further proceedings on said executions, upon the said Samuel's paying a sum equal to the amount of taxed costs on said actions—and that the said Samuel afterwards, and before the sale of said lot, actually paid the sum required—notwithstanding which the said Asher afterwards, and after the death of the said Samuel, fraudulently caused the Sheriff to make sale of said lot, and purchased the same himself at a price greatly under its value—when the said Asher, at the same time, was indebted to the said Samuel in a sum of money larger than the amount due on said executions—and that the said sale and conveyance is fraudulent and void—yet the said Asher refuses to give up the said lot, or suffer it to be disposed of for the benefit of the estate of the said Samuel Williamson, or to account for the rents and profits thereof since he took possession of the same—and the said confederates likewise pretend, that the said first sale of the lands and tenements of your orator, made in September, in the year eighteen hundred and twenty-two, by the said Edward Welsted, Esquire, Sheriff as aforesaid, was duly advertised, and the said Asher, as the purchaser thereof, by virtue of the deed to him made by the Sheriff, is entitled to claim and hold the same—whereas your orators charge, <sup>1</sup> that the said sale was not duly advertised in this, that the advertisement of the said sale was not published in a newspaper for the time required by law preceeding the said sale; in consequence whereof the said sale, and the deed thereon made, was and is null and void—and the said Asher Williamson, as administrator of the said William Williamson, has since received the whole amount of damages and costs on his said execution out of the moneys arising from the second sale of said premises; nevertheless the said Asher Williamson refuses to relinquish his said purchase at the first sale, or to give up the said deed of conveyance, or suffer the same to be cancelled—and your orators charge, that the said Asher Williamson is about to leave this state, and go to some of the western States, without the jurisdiction of this Court, thereby to evade all proceedings against him for the relief of your orators in the premises—all which

actings and doings of the said confederates are contrary to equity and good conscience, and tend to the manifest wrong, injury, and oppression of your orators. In tender consideration whereof, and forasmuch as there are divers other errors and imperfections in the above-mentioned decree and proceedings in this Honorable Court, by reason whereof the same ought to be reviewed, and the said first decree, of the twenty-second day of October, in the year of our Lord eighteen hundred and thirteen, ought to be altered, amended and rectified, in the particulars hereinbefore mentioned; and the said second decree, of the eleventh day of June, in the year of our Lord eighteen hundred and fourteen, upon re-hearing, ought to be reversed—and for that your orators are remediless in the premises above<sup>1</sup> set forth, stated and charged, by way of revivor and supplement, at and by the strict rules of the Common Law, and are only relievable in a Court of Equity, where matters of this nature are properly cognizable. To the end that the said decrees, and all proceedings thereon, may be reviewed, and that the said first decree, of the twenty-second day of October, in the year of our Lord eighteen hundred and thirteen, may be altered, amended, and rectified, in all the particulars hereinbefore mentioned; and the said second decree, of the eleventh day of June, in the year of our Lord eighteen hundred and fourteen, may be reversed—and that the said Asher Williamson, William Williamson, and Cornelius Williamson, and their confederates, when discovered, may, upon their several and respective corporal oath, full, true, and perfect answer make to all and singular the premises above stated and charged, as fully and particularly as if the same were herein again repeated, and they interrogated thereto, according to the best of their respective knowledge, information, and belief—and that the said Asher Williamson, William Williamson, and Cornelius Williamson, Executors of the said Cornelius Williamson, dec'd, may come to an account with your orator, the said Abraham R. Sutphen, touching and concerning the moneys had and received by the said Executors, or any of them, of, from, and to the use of the said Samuel, as Executor of the said William Williamson, dec'd, and may pay and refund to the said Abraham R. Sutphen,<sup>2</sup> administrator as aforesaid, all the moneys so by them, or any of them, received, over and above what was justly due

<sup>1</sup> p. 60.<sup>2</sup> p. 61.

and owing, and, in equity and good conscience, ought to have been demanded and received by them, with the interest for the same—and that the said judgments at law at the suit of the said John Williamson (for the use of the said Asher as aforesaid) and of the said Asher, as administrator of the said Abraham Williamson, dec'd, against the said Samuel Williamson, predicated upon the said proceedings and decrees in equity may, by the decree of this Honourable Court, be set aside and declared null and void—and that, notwithstanding the same, the said Asher may come to an account with your orator, the said Abraham R. Sutphen, touching the moneys so by him collected and received on the said actions, and may refund and repay to your orator, the said Abraham R. Sutphen, all the moneys so by him received over and above what was justly due and owing, and ought, in equity and good conscience, to have been demanded and received thereon, with interest for the same; and may likewise come to an account with your orator, the said Abraham R. Sutphen, touching and concerning the personal estate of the said Abraham Williamson, dec'd, and pay to your orator the said Abraham R. Sutphen, the distributive share of the said estate due to the said Samuel Williamson, in his life-time, as one of the heirs of the said deceased, with interest thereon—and that the said judgment at law of the said William S. Pennington, Esq., late Governor and Chancellor of this State, to the use of the said Asher, as<sup>1</sup> administrator of the said William Williamson, dec'd, against your orator, the said Benjamin Johnson, predicated upon the proceeding and decrees in equity, and the bond or obligation aforesaid, may, by the decree of this Honourable Court, be set aside, and declared null and void; and that, notwithstanding the same, the said Asher may come to an account with your orators, touching and concerning the moneys so collected and received by the said Asher, as administrator of the said William Williamson, dec'd; and may repay to your orators, or one of them, all moneys so by him received, over and above what was justly due and owing, and ought, in equity and good conscience, to have been demanded and received in said action—and that the said sale of the house and lot of land of the said Samuel Williamson, made by the said James S. Manners, Esq., Sheriff, on the execution at the suit of the said John Williamson, and the said

---

<sup>1</sup> p. 62.

Asher, as administrator of the said Abraham Williamson, and the deed of conveyance thereupon made to the said Asher, may be decreed to be fraudulent and void, and may be set aside, and the said premises may be disposed of as of the real estate, and for the satisfaction of the debts, of the said Samuel Williamson; or that the said Asher may be decreed to make such conveyance thereof, for the benefit of the estate of the said Samuel, as this Honourable Court shall think proper to direct—and that the said first sale of the real estate of the said Benjamin Johnson, made in September, in the year of our Lord eighteen hundred and twenty-two, by the said Edward Welsted, Esq., Sheriff as aforesaid, upon the execution at the suit of the said Asher Williamson, as administrator <sup>t</sup> of William Williamson, dec'd, against the said Benjamin Johnson, and the deed thereupon made to the said Asher Williamson, may be decreed to be irregular and void; and the said Asher Williamson may be compelled to deliver up the same to be cancelled; and may execute such reconveyance or release of the said premises as this Honourable Court shall think proper to direct: to the end that the possession and title to the said premises may hereafter be quieted and protected against any claims or pretensions of right or title under such sale or conveyance; and that your orators may have such farther and other relief in the premises as the nature of the case may require, and to your Excellency shall seem meet and agreeable to equity and good conscience. May it please your Excellency to grant unto your orators the State's writ of subpoena to revive and answer, to be directed to the said Asher Williamson, William Williamson, and Cornelius Williamson, and their confederates, commanding them and each of them, at a certain day, and under a certain penalty therein to be inserted, personally to be and appear before your Excellency in this Honourable Court, then and there to answer the premises, and to stand to and abide such order and decree therein as to your Excellency shall seem agreeable to equity and good conscience.

NATHANIEL SAXTON,  
Solicitor and of Counsel with complainant.

On the 13th October, 1824, the Defendants Asher Williamson, Cornelius Williamson, and William Williamson filed their Plea and Demurrer as follows, to wit :

The Plea and Demurrer of Asher Williamson, William Williamson, and Cornelius Williamson, defendants to the bill of review of Abraham R. Sutphen and Benjamin Johnson, complainants.

These defendants by protestation, not confessing or acknowledging all or any of the matters and things in and by the said bill set forth and complained of, to be true in manner and form as the same are therein set forth, and alleged for plea thereunto, these defendants say, that the said cause in this honourable Court mentioned in the complainants' said bill of complaint, in which William Williamson, Cornelius Williamson, Asher Williamson, Joseph Williamson, Jacob Hoppock and Bernice his wife, Patience Williamson and Moyca Williamson were complainants, and Samuel Williamson, defendant, came on to be heard before his excellency Joseph Bloomfield, Governor and Chancellor of the State of New Jersey, (the same being at issue; and regularly set down for hearing and decree) in the term of September, in the year of our Lord eighteen hundred and eleven, when the Chancellor thought proper to make his decretal order in the words following, to wit :

“This cause coming on to be heard and debated on Wednesday, the eighteenth day of September, in the year of our Lord eighteen hundred and eleven, before the Chancellor, in the presence of Richard Stockton, Counsel of the complainants, and of Charles Ewing, Counsel for the defendant, and upon hearing the bill, answer and replication, and the depositions, examinations, exhibits and evidence, read on the part of the said parties respectively, the Chancellor took time to advise and consider thereon, and now at this day, that is to say on the twenty-first day of September, in the same year, the Chancellor decrees as follows: It appears to this Court that William Williamson, father of the defendant, and grand-father of the complainants, on the twentieth of January 1764, made his last Will and Testament, and thereby after directing that his wife should have the use of his plantation, household goods, stock and farming utensils until her re-marriage or death, did empower and direct his executors, to wit, Cornelius Williamson, dec'd, and Samuel Williamson the defendant, on the happening of either of the said events, to sell his

personal goods and chattels, and also his real estate, the former as soon as it could be conveniently done, and the latter within two years after the happening of either of those events; and to divide the proceeds of such sale after paying fifty pounds to each of his two daughters, between his five sons, namely, Cornelius, Samuel, William, John and Abraham, share and share alike, excepting that his son Abraham should have one hundred pounds more than either of his other sons. That the said Abraham Williamson died in the lifetime of the widow without estate and without issue. That Patience, the wife of the testator, died in the month of December, in the year seventeen hundred and eighty-seven. That Samuel Williamson the defendant, proved the will of the testator, and acted as sole executor thereof, Cornelius Williamson the co-executor therein named, having refused to take upon himself the said office and trust, whereby it became the duty of the said Samuel Williamson to sell the said estate according to the direction of the testator. It further appears that Samuel Williamson did enter upon the execution of the said power, by advertising and setting up the real estate of the testator for sale by way of public vendue, on the 11th day March, 1789; that he directed and procured his son Cornelius Williamson, Jr., to bid at the said vendue for him, the said Samuel Williamson, and that he did bid for the said plantation the sum of forty-two shillings by the acre, but the lands were not stricken off to the said Cornelius on the said bid, but the sale thereof was adjourned, and put off to some future time, no particular day being fixed or named therefor.

It appears that by the deeds which the testator had for the said plantation, that it was rated and esteemed formerly to consist of only two hundred and ninety acres, but it was believed to consist of and actually did contain within its true boundary three hundred and ninety-six acres and sixteen hundredths. That at the time and place of the vendue aforesaid, John Cox, a good purchaser offered to give sixty shillings an acre for the said plantation if the said Samuel would sell it as containing only the number of acres mentioned in the title deeds, to wit, two hundred and ninety—but the said Samuel Williamson rejected the said offer, and gave public notice that he should sell it by the acre, strict measure. That the said Samuel Williamson never set up the said plantation again for sale, but took possession of it, and afterwards, to wit, on the ninth day of August

1792, conveyed the same, for the nominal consideration of forty-two shillings by the acre, to his son Cornelius Williamson the pretended purchaser, who immediately on the same day re-conveyed the same for the same consideration to the said Samuel Williamson, who has ever since the 11th of March, 1789, taken the rents and profits thereof, that the last mentioned conveyances convey the said plantation according to former deeds, as consisting of only two hundred and ninety acres, so that the said Samuel could only be chargeable on that transaction with the price of two hundred and ninety acres of land at forty-two shillings an acre. This Court does not find it necessary to determine whether an executor acting as a trustee for the benefit of others, can under any circumstances, himself become a purchaser of the property he is intrusted to sell. It will be advised before it confirms such sale however fairly made—but the Court is of opinion that the conduct of the said Samuel Williamson in the execution of this power of sale was unjust, illegal, and fraudulent, in conveying the land to his son under a pretended bid, at a public sale, which was not accepted as a proper price, the lands not stricken off at it, but the sale adjourned, again to be made by the same public mode, and without afterwards exposing the same to public sale as his adjournment laid him under an obligation to do. In taking the land to himself at forty-two shillings an acre, at the old estimated quantity, when he had been offered at the vendue aforesaid, sixty shillings per the acre for the land, on the same terms—and finally by this conduct endeavouring to secure to himself the estate at great under value, to the prejudice of those whose interest he was intrusted to protect. Therefore this pretended sale and the conveyance executed in consequence thereof, is and are fraudulent and void. It is therefore on this 21st day of September, in the year of our Lord 1811, by Joseph Bloomfield, Governor and Chancellor of the State of New Jersey, ordered, adjudged and decreed :

1. That the said pretended sale by the said Samuel Williamson, to the said Cornelius Williamson, Jr., for the benefit of the said Samuel Williamson, be and the same is hereby declared to be void, fraudulent, and of no effect.

2. That the deeds of the 9th of August, 1792, from Samuel Williamson to his son Cornelius Williamson, Jr., and from the said Cornelius Williamson, Jr., to Samuel Williamson be, and the same are hereby declared void and fraudulent, and are altogether set aside

and vacated, and the same being now here in Court, it is ordered that they be cancelled.

3. That the said Samuel Williamson, Executor of William Williamson, do execute the trust reposed in him by the sale of the real estate of said testator, and forasmuch as the said Samuel Williamson has been guilty of fraud in the premises; it is ordered that he make the sale under the direction of James Linn, Esq., one of the Masters of this Court, who is hereby authorised to direct the said Samuel Williamson in all matters in relation to the advertising and selling the said premises, and the conditions on which the said sale shall be made, so that the same may be made to the best advantage of those concerned.

4. That it be also referred to the said Master to take an account of the rents, issues and profits of the said real estate, from the time the said Samuel Williamson has had possession thereof, to wit: the eleventh day of March, 1789, until the time of taking the said account, and also of substantial and permanent improvements made by the said Samuel Williamson, and that the said Master make report thereof to this Court without delay.

5. This Court reserves all further questions and equity arising in the cause, until the coming in of the said reports, and particularly the question of costs, and the distribution of the proceeds.

That James Linn, Esq., the Master mentioned in the said decretal order on the 24th day of October, 1812, made his report in the words following, to wit:

The Master to whom it was referred by a decree of the Chancellor to take an account of the rents, issues and profits of a certain farm mentioned in said decree, from the time the defendant had the possession, to wit, the 11th day of March, in the year of our Lord 1789, to the time of taking his accounts, doth report as follows:

1. As to the rents from the whole testimony produced on this head, the Master is of opinion that £45 would be a reasonable average annual rent. That from March the 11th, 1789, to March the 11th, 1812, being near the time that the said defendant delivered up the possession to the purchasers, which is 23 years, at £45 per year, amounts to £1035, equal to \$2760. A question arises on this subject, whether interest ought to be charged on the said annual rent, but the Master conceives this question ought to be reserved for the decision of the Chancellor.

2. As to the profits from the sale of timber, it appears from the evidence that during the time the defendant had possession of said farm, that great waste had been made of the timber growing thereon; and that large quantities of timber had been sold by the defendant or those holding under him; but that the evidence of the waste committed, and timber sold or used, is so committed that it can scarcely be separated so as to ascertain how much of the timber hath been applied to the benefit or use of the defendant, or what quantity wasted. And as the Master is not directed by the decree to report on the subject of waste, he therefore leaves this head to the final decree of the Chancellor. But in order to enable him to decide on this question the Master hath reduced the whole testimony produced by both parties to writings, which he has annexed to this report.

3. As to the substantial and permanent improvements made by the defendant, from the evidence produced, it appears that the barn on said farm when defendant took possession was poor, that in the year 1790 he erected a large frame barn, that in the year 1793 he built an addition to the dwelling house, and erected a wagon house and other buildings. The witnesses produced by the defendant, both of them being carpenters, and some of them having executed the greater part of the work to the said barn, estimated the value of these buildings at the time they were erected, exclusive of the materials procured off the said farm, at \$540. That two witnesses on the part of the complainants, being also carpenters, estimate the value of the buildings and improvements aforesaid, at the time they viewed them, to wit, in June, 1812, to be of the value of \$321, and the old barn and other buildings taken down by the defendant, they estimate at the value of \$35. As the buildings erected by the defendant, particularly the barn, appear to have been necessary, and, of course, increased the annual value of said farm, the Master reports in favor of allowing the defendant for the same, \$540, but that the value of the buildings taken down be deducted, which will leave the sum of \$505, to be credited to the defendant for his said improvements.

That the said report having been excepted to, both by the complainants and the defendant, was in the term of March, 1813, by his Excellency, Aaron Ogden, then Governor and Chancellor, in all things confirmed. That the said Master under whose directions the

said real estate was sold, made his report of the said sale, in the words following, to wit :

In obedience to the decretal orders made in this cause the Master under whose direction the sale of the farm mentioned in said order was made reports, that the said farm hath been sold for the sum of seven thousand nine hundred and twenty-three dollars and twenty-one cents, the purchase money to be paid in three equal payments; the first payment to be made on executing a deed to the purchasers; the second payment to be made on the first day of April, one thousand eight hundred and thirteen, and the third payment on the first day of April, one thousand eight hundred and fourteen.—That a deed was executed by the said Samuel Williamson to the purchasers of said farm on the twenty-first day of April, one thousand eight hundred and twelve, and the payments made and secured to the said Samuel Williamson, as above stated.—That the money paid to the said Samuel Williamson, excepting four hundred dollars, which was retained by him, and the bonds securing the remaining payments, were on the said twenty-first day of April, deposited with the Clerk of said Court.

That the said cause came on for final hearing on the equity reserved in the term of September, eighteen hundred and thirteen, before the then Chancellor, Aaron Ogden, Esq., who on the twenty-second day of October, in that same year, made his final decree in the words following to wit :

This cause again coming before the Court in the term of September, in the presence of Richard Stockton, Esquire, of counsel with the complainants, and Charles Ewing, Esquire, of counsel with the defendants, upon the equity reserved, and all questions thereon having been submitted to the Court by the counsel on each side without debate.—And the Court having taken time to consider thereon, it is now at this day, to wit, on the twenty-second day of October, in the year of our Lord one thousand eight hundred and thirteen, further ordered, adjudged and decreed, that James Linn, Esquire, Clerk of this Court, do without any further account, pay from the moneys in his hands arising from the sale of the premises aforesaid to the Executor or other personal representative of Cornelius Williamson, dec'd, in the said Bill named, the one-fifth part of the sum of ten thousand one hundred and seventy-eight dollars

and twenty-one cents, being the amount of the proceeds of the sale of the said premises, and the net rents thereof as reported by the said James Linn, after making the following deduction and allowances, as herein set forth to wit:

I. Take the whole proceeds of the said sales  
and net rents, . . . . . \$10,178.21

II. Deduct

1. £100 devised to his two daughters,  
£100 devised to his son Abraham by the  
testator William Williamson, dec'd, with  
interest from 1792 to 1812, being 20  
years, all which will amount to the sum  
of . . . . . \$1,280.00

2. The account of James Linn, Esq.,  
for superintending the making of the sales  
aforesaid by order of the Court, \$173.80  
----- \$1,453.80

\$8,724.41

III. Divide the above sum by 5 which will  
give the share, or one-fifth part, of the said  
Cornelius Williamson, dec'd, amounting to . . . \$1,744.88

IV. Deduct the proportion of the said Cor-  
nelius Williamson, dec'd, of the amount of  
the sales first made by defendant, which  
proportion the said defendant must be pre-  
sumed to have paid according to his answer,  
or settled in some other way—after a lapse of  
twenty years which together with the twenty  
years interest amounts to the sum of . . . \$523.33

Net amount due to the personal representa-  
tives of Cornelius Williamson, . . . \$1,221.55

Which said sum of one thousand two hundred and twenty-one dol-  
lars and fifty-five cents, is hereby ordered, adjudged and decreed to be  
paid by the said James Linn, out of the moneys in his hands as  
aforesaid, to the Executor or personal representative of the said  
testator Cornelius Williamson, in the said Bill named as assets of  
his estate.

And it is further ordered that the said James Linn do pay from  
the moneys in his hands, as aforesaid, the costs of the Complainants

to be taxed, and that he be allowed to retain in his hands the sum of \$173.80 for his charge for superintending the aforesaid sales.

And it is further ordered adjudged and decreed that the said James Linn do pay over to the Defendant Samuel Williamson the residue of the moneys arising from said sales upon security being given by Bond to the Governor and Chancellor of this State for the time being in the penal sum of \$5000 conditioned for the faithful performance of the trust reposed in him by the will of the said Testator, to be signed by himself, and one security to be approved of by the said James Linn, who will make report of his doings herein, as before directed, and file the same together with the said Bond in the files of this Court.

That the Complainants being dissatisfied with the said decree on the equity reserved filed their petition praying that the cause might be reheard on the matters in the said petition set forth, and a rehearing of the cause having been ordered the same came on to be reheard on said petition at a special Term of the said Court on the first Tuesday of June, 1814, before his Excellency William S. Pennington then Governor and Chancellor of the state of New Jersey, who made his decree on the said rehearing in the words following, to wit :

This cause coming on now again to be reheard on the petition for rehearing filed in this cause, at a special Term of this Court, held at the city of Trenton on the first Tuesday of June in the year of our Lord 1814, and continued by adjournment until Saturday the 11th day of June, in the year aforesaid, before William S. Pennington, Esquire, Governor and Chancellor, and the point objected to by the Complainants in the said Petition, having been debated by the Counsel on both sides and those parts of the Bill, Answer, Depositions and Exhibits, which are applicable thereto, having been seen, examined and understood, by the Chancellor.

It is the opinion of the Court that the allowance of \$523.33 cents to Samuel Williamson the defendant for the principal sum and the interest for twenty years of the porportion of Cornelius Williamson, deceased, of the proceeds of the pretended and fraudulent sale, made to the said defendant, is not warranted by any testimony in the cause, the answer of the defendant being no evidence of payment, and the length of time which has elapsed being satisfactorily accounted for by the dispute which appears to have existed ever since the said pretended sale, in regard to the matters in controversy between the

parties. It is therefore, now at this present day, ordered, adjudged and decreed, by William S. Pennington, Governor and Chancellor of the State of New Jersey, that the decree heretofore made and pronounced on the hearing of this cause on the equity reserved, and made by the late Chancellor on the 22d day of October last past, be altered amended and rectified by striking out therefrom the fourth item, whereby the sum of \$523.33 are directed to be deducted from the sum of \$1744.88, being the nett sum due from the said Samuel Williamson, to the representatives of Cornelius Williamson, deceased. And it is further ordered, adjudged and decreed that the said decree be in all other parts ratified and confirmed. And these defendants aver that the said decretal orders and final decree were duly signed by the Chancellor, and on the      day of      in the year of our Lord 18      entered, enrolled and recorded according to Law.

And these defendants Asher Williamson, William Williamson and Cornelius Williamson do demur on the Law to the said Bill of Review of the said Complainants and for causes of demurrer shew that the said decree is free from the Errors complained of.

That the said Bill of Review was filed by the said Complainants without leave first obtained of the Court—without any affidavit verifying the truth of the facts charged therein and without the said Complainants having made any deposit to answer the costs these defendants would incur thereupon.

That the said bill does not set out the decree complained of in such manner as the same should have been set out, but a long allegation of facts, some of which are charged to have existed before, and others to have happened since the making of the said decree, which are irrelevant and unfit to be introduced into a bill of review.

That Benjamin Johnson, one of the complainants, is a stranger to the decree complained of, being neither party nor privy thereto.

That the bill is multifarious: several and distinct matters, having no sufficient connection with each other, and affecting the two complainants separately and distinctly, are inserted in the bill.

That Joseph Williamson, Patience Williamson and Moyca Williamson, parties, complainants to the decree sought to be revised, and interested therein, are not made parties by the said bill. Wherefore, and for divers other errors and imperfections appearing in the said bill, these defendants do demur, and humbly pray, that they may

not be compelled further to answer the said bill. That the inrollment of the said decree may not be opened, and that the said bill of review may be dismissed with costs.

R. STOCKTON,  
Of Counsel with the Defendants.

The Chancellor having decided that the plea and demurrer be allowed, on the 15th of October, 1827, "It was ordered by the Chancellor that the complainants have leave to amend the bill of complaint in this cause, by striking out the names of Abraham R. Sutphen, as a complainant, and Wm. Williamson and Cornelius Williamson, as defendants, and also so much and such parts of the said bill as seeks a review of the decree between William Williamson and others, complainants, and Samuel Williamson, defendant, in the said bill mentioned and set forth, and all other irrelevant matter in the said bill contained, so as to confine the object of the bill to the relief of Benjamin Johnson against a judgment and execution in the bill mentioned to have been obtained against him, in the Supreme Court, by the said Asber Williamson, the defendant in this case, upon the said complainant paying to the defendant's solicitor the costs of the plea, demurrer and argument in this case, and amending the defendant's copy of the bill gratis."

On the 9th of January, 1828, Benjamin Johnson filed his amended bill as follows, to wit :

*To his Excellency Isaac H. Williamson, Esquire, Governor and Chancellor of the State of New Jersey :*

In Chancery—Humbly complaining, showeth unto your Excellency, your orator Benjamin Johnson, of the county of Hunterdon and State of New Jersey,—That William Williamson the elder, formerly of the township of Amwell, in the said county, being seized of a farm in the said township consisting of two adjoining tracts, containing according to the ancient surveys thereof two hundred and ninety acres of land, on the twentieth day of June, in the year of our Lord 1764, made and published in due form of Law to pass real estate, his last Will and Testament and therein among other things bequeathed and devised his plantation, household goods, stock of creatures and farming utensils, to his widow Patience Williamson during

her widowhood, and that after her marriage or death his Executors should take possession thereof, and sell his personal estate, as soon as convenient, and his land in two years thereafter, and out of the proceeds of such stock and lands pay to his daughters Margaret Larew, and Moyca Williamson £50 each, and that the remainder should be equally divided between his sons, except Abraham, who should have £100 more than either of the others, and appointed<sup>1</sup> his sons Cornelius and Samuel Williamson, Executors of his said Will; and that the said Testator died in the year 1765 without altering his said Will, leaving his widow Patience and five sons, Cornelius, Samuel, John, William and Abraham Williamson, and two daughters, Moyca Williamson and Margaret Larew, all living, that the widow Patience Williamson died in December, 1787, and the eldest son Cornelius occupied the farm from her death until the sale thereof in 1789, that the said Cornelius also came into possession of the remaining personal property, and only \$78.66 thereof ever came to the hands of Samuel the other Executor; that Cornelius being the eldest son and heir at law refused to prove the Will, that Samuel the other Executor proved the same on the 16th day of June, in the year 1774, before William Frazer, Esquire, Surrogate of the county of Hunterdon, as by the said Will or a copy thereof to which your orator for greater certainty refers himself, will more fully appear.

And your orator farther shows unto your Excellency, that after the death of the widow of the Testator, Samuel Williamson the Executor, after giving public notice by advertisements of the<sup>2</sup> time and place of sale for a considerable space of time, pursuant to such notice, offered the said farm for sale at public vendue, on the 11th day of March, 1789; that the said Cornelius Williamson and other persons were present, and he declined to bid, and no other person bidding so much, Cornelius Williamson, Jun., (the son of the said Samuel) bid 42 shillings per acre for the said farm, and no one bidding more the said Samuel did not strike it off, but put off the sale, and gave notice that he would wait a reasonable time and if any other person would offer more he would sell it to the best purchaser, and if no one offered a better price he would sell it to the said Cornelius Williamson, Jun., for the sum so bid for the same; that having no better offer for the said farm in three years, the said

<sup>1</sup> p. 2.

<sup>2</sup> p. 3.

Samuel Williamson the Executor, on the 9th day of August, 1792, conveyed the same to the said Cornelius Williamson, jun., for the price of 42 shillings per acre, and, according to the ancient surveys, for the quantity of two hundred and ninety-six acres, mentioned in the deeds, without having it re-surveyed; and the said Cornelius Williamson re-conveyed the same to the said Samuel Williamson his heirs and assigns. And your orator farther showeth unto your Excellency, that Abraham Williamson, one of the sons and <sup>1</sup> devisees of the said William Williamson, dec'd, after the decease of the said Testator and in the life-time of the widow, died, intestate and without issue; that after the sale of the farm, on the 2d day of April, in the year of our Lord 1792, the said Samuel Williamson the Executor, paid the two legacies of £50 each to John Hull and Margaret his wife, late Margaret Larew, and to the said Moyca Williamson, and took their receipts for the same, and omitting to retain any share for Abraham Williamson, who had died as aforesaid, and whose legacy he supposed to have lapsed, he divided the residue into four equal shares or parts and retaining one share to himself as one of the sons and devisees of the said Testator; on the same 2d day of April, in the year of our Lord 1792 he paid to William Williamson, another of the sons and devisees, £131 pounds and 10 shillings, for his one fourth part, or share of the proceeds of said sale upon the receipt whereof the said William Williamson made, executed and delivered, to the said Samuel Williamson, an acquittance and discharge in full of his said share or legacy bearing date on that day; and on the 30th day of September, 1793, he paid John Williamson, another of <sup>2</sup> the sons and devisees of the said Testator, £113 10s 2d  $\frac{3}{4}$ ; and on the 3d day of October, 1796, he paid to the said John Williamson, the further sum of £32 10s 17  $\frac{3}{4}$ d, for the remainder of his said fourth part or share, principal, and interest; and the said John Williamson made, executed and delivered, to the said Samuel, acquittances and discharges bearing date on the said days respectively, in full of his said legacy or share; and the said Samuel also settled with the said Cornelius Williamson, the eldest son and one of the devisees of the said Testator and paid him his one fourth part or share of the proceeds of said sale at the same rate as to the the said quantity of two hundred and ninety acres, but a dispute having arose between them

---

<sup>1</sup> p. 4.

<sup>2</sup> p. 5.

as to some overplus land found upon re-survey to be contained in the said farm which the said Cornelius claimed as unsold and belonging to him as heir at law, the said Cornelius refused to give any receipt or discharge for the money so paid him, which dispute remained unsettled until the death of the said Cornelius.

And your orator farther showeth unto your Excellency, that the said Cornelius Williamson in his lifetime made and published in due form, his last Will and Testament, bearing date on the 29th day of October, in the year of our Lord 1807,<sup>1</sup> and therein among other things devised the residue of his estate real and personal, to his children, namely, William Williamson, Cornelius Williamson, Asher Williamson, Joseph Williamson, Bernice, the wife of Jacob Hoppock, Patience Williamson, and Moyca Williamson, and mentioned the existence of the dispute between his brother Samuel and himself "in concern of some overplus land," and declared that if that was settled in their life-time then all would be right; but if that could not be done, then he ordered his executors to defend his right to the said land, and appropriated money for that purpose, and appointed his sons Cornelius Williamson and Asher Williamson, Executors of his said Will, and afterwards died, leaving his said children and devisees in the will named, all living.

And your orator farther shows unto your Excellency, that after the death of the said Cornelius Williamson, his heirs above named, brought an ejectment against the said said Samuel Williamson in the Supreme Court of this State for the recovery of the overplus land, but on further advisement they, the said William Williamson, Cornelius Williamson, Asher Williamson, Joseph Williamson, Jacob Hoppock and Bernice his wife, Patience Williamson and Moyca Williamson the children, heirs, devisees, and executors of<sup>2</sup> the said Cornelius Williamson, dec'd, on the 20th day of December in the year of our Lord 1809, filed their bill of complaint in this honorable Court, against the said Samuel Williamson, the Executor of the said William Williamson, dec'd, therein stating among other things, that the said William Williamson, dec'd, in his life-time being seized of the said farm in Amwell, containing about 400 acres, made and published in due form, his last Will and Testament in writing, bearing date on the said 20th day of June, 1764, devising the command of

---

<sup>1</sup> p. 6.

<sup>2</sup> p. 7.

his said plantation, household goods, stock of creatures, and farming utensils to his wife, Patience Williamson, during her widowhood, and directing that upon her marriage or death, his Executors should take possession of his lands, stock, utensils, household goods and estate, and make sale thereof, the personal estate, as soon as convenient, and the land in two years thereafter, and make conveyances to purchasers, and out of the proceeds thereof, pay £50 each to his two daughters, Margaret Larew, and Moyca Williamson, and the remainder to be<sup>1</sup> equally divided between his sons, except his son Abraham, who should receive £100 more than his other sons; and appointed his sons Cornelius and Samuel, Executors.—That the said Testator died in June, 1774, without altering his said Will, which was proved by Samuel, one of the Executors—That the Testator left his widow, Patience Williamson, his two daughters, and four sons, all living, and on his death the estate in his lands descended to his son Cornelius as heir at law, subject to the interest vested in his widow, and the power of sale given to his Executors; that the widow died in December, 1787, that on the 11th day of March, 1789, Samuel Williamson, one of the Executors, on pretence of the Will, undertook to execute the power of sale, by setting up the farm at public vendue, and to defraud his brothers, employed his son Cornelius to bid for the same, who bid forty-two shillings per acre.—That the said Samuel Williamson adjourned the sale, and afterwards without recommencing it or making an effort to get a better price, conveyed the whole of the said farm to the said Cornelius, who acted as his agent and reconveyed the farm to the said Samuel,<sup>2</sup> who took possession of the house and land, except a part therein after mentioned.—That the consideration was calculated at £2 2s. per acre, on two hundred and ninety acres—the antient rated quantity. That it was worth at the time of sale £6 per acre, and at that time \$30 per acre, and charging that it contained four hundred acres. That the complainants were the children, heirs and devisees of Cornelius Williamson, the son and heir at law of the Testator William Williamson, dec'd, and one of his Executors. That the said Cornelius neither joined nor acquiesced in the said sale, but took possession of the overplus land and insisted that Samuel had sold but two hundred and ninety acres, and the overplus, about one hundred and ten acres

---

<sup>1</sup> p. 8.

<sup>2</sup> p. 9.

of woodland, belonged to him as heir at law, that he held possession by taking wood and timber from it during his life. That the said Cornelius by his Will, dated the 9th day of October, 1807, devised the residue of his estate real and personal, to the Complainants, equally to be divided, and therein inserted in relation to this farm a clause, that "whersas there was an unhappy dispute between his brother Samuel and himself in <sup>1</sup> relation to some overplus land, he hoped and trusted it might be settled in peace, while they were both alive, then all would be right, but if that could not be done, then he ordered his Executors to defend his right to said lands," and appropriated money to defray the expense, and appointed the Complainants, his sons, William, Cornelius, and Asher Williamson, his Executors. That since the death of the said Testator, Cornelius Williamson, the said Samuel had set up a claim to the whole farm of four hundred acres, and taken possession of the overplus land, and the Complainants had brought an Ejectment against him which was still depending, and charging fraud in the said sale, of the said four hundred acres of land by the said Samuel—and that he as Executor and Trustee, could not become a purchaser—and praying that the said Deed might be declared void, set aside and cancelled. That the power vested in the Executors of William Williamson, dec'd, to sell the real estate of the said Testator, might be executed under the decree of the Court, and the money brought into Court to be distributed according to the Will, and the proportion thereof due to the Complainants be paid to them, and that the said Samuel Williamson <sup>2</sup> account for the rents, issues and profits of the said farm, and be decreed to pay the Complainants what should appear due to them, and for general relief.

And your orator farther showeth unto your Excellency, that on the 10th day of July 1810, Samuel Williamson, the defendant, filed his answer to the said bill of complaint, therein, among other things, admitting the seizin and setting forth the original conveyances to the said William Williamson for the said two tracts of land, containing together 290 acres, being all the real estate whereof he died seized, in the said township of Amwell, setting forth the will of the said William Williamson, containing the bequests, devises, and power of

---

<sup>1</sup> p. 10.

<sup>2</sup> p. 11.

sale above mentioned, and appointing his sons, Cornelius and the said Samuel Williamson his executors, stating that the said testator died in the year 1765. That his said will was proved on the 10th day of June, 1774, by the said Samuel, the said Cornelius refusing to prove the same. That the said testator left his sons Cornelius, Samuel, William, John and Abraham, and daughters Margaret and Moyca, all living, that Abraham died afterwards, and in the lifetime of the widow, intestate and <sup>1</sup> without issue. That the widow took possession of the said lands and received the profits thereof till her death, which happened in December, 1777. That the said will directing the land to be sold, and the moneys arising therefrom, after the payment of legacies therein mentioned, to be divided among the five sons of the said William Williamson, but Abraham, one of the five sons, having died before the widow, intestate and without issue, the defendant supposed the moneys arising from the said sale were to be divided among the surviving sons of the said testator, to wit: Cornelius, Samuel, William and John Williamson, that the said Cornelius was the eldest son and lived with the widow, and after her death took possession and occupied the said lands until after the sale thereof by the said Samuel. That the said Samuel, as executor, having first advertised the time and place of sale, for a considerable length of time on the                    day of March, 1789, offered the said lands for sale at public vendue, that the said Cornelius Williamson and others were present at the vendue, and he declining to purchase, the said Samuel requested his son Cornelius to bid, who accordingly did bid 42 shillings per acre, that he did not then strike off the same, but adjourned <sup>2</sup> the sale on said bid, not for any particular time, but gave notice that if no person came forward in a reasonable time and offered more, he would convey the same to the said Cornelius Williamson, jr., according to the said bid, that 42 shillings per acre was the value of the land, as land sold at that time, that the said Samuel took possession of the land, and no person offering more, on the 9th day of August, 1792, he conveyed the said two tracts of land to the said Cornelius Williamson, jr., the one of 260 acres, for £552, the other of 30 acres, for £63, according to the courses and distances, and for the quantity mentioned in the deeds to the said Wil-

---

<sup>1</sup> p. 12.

<sup>2</sup> p. 13

liam Williamson, therefor, that the said Cornelius Williamson, jr., on the 10th day of the same month of August, reconveyed the same premises to him, that at the time of the sale he did not know that there was a greater quantity of land in the said tracts than was expressed in the deeds, but by a late survey he was induced to think there was more, but could not say how much, and denying that the said sale was made with a fraudulent intent, or that the lands were then worth six pounds per acre, and stating that after the said sales, so made as aforesaid, he the said defendant paid and satisfied <sup>1</sup> William Williamson and John Williamson, two of the sons and devisees of the said William Williamson, deceased, and entitled to one half of the proceeds of the sales of the said two tracts of land, and of all their claim for any overplus land, that might be in the said two tracts of land. That the said Cornelius Williamson, father of the complainants, never objected to the sale and price, except so far as related to the overplus land, which he claimed as heir at law. That the said defendant had settled with the said Cornelius for his share of the proceeds of the sale of the said lands as far as respected the 290 acres, and offered to pay him for the one-fourth part of the overplus, and since he knew there was an overplus he has always been ready, and offered to pay the said Cornelius, in his lifetime, for his one-fourth part of the overplus, at two pounds two shillings per acre, with interest from the sale, and since his decease, has offered to pay the same to the complainants, which they refused. That after the sale and after the said Cornelius moved off the said tract he never had possession of any part thereof, farther than by cutting some timber thereon. That no survey was made whereby the overplus was ascertained in the lifetime of the said Cornelius, and the defendant admitted the will <sup>2</sup> of the said Cornelius Williamson as stated by the complainants, and that they were the legatees and devisees under the said will, and admitted the service of an ejectment, as stated, and denied fraud and combination, &c.

And your orator further shews unto your Excellency, that issue was joined, witnesses examined, and the cause came on to be heard on the 18th of September, 1811, before Joseph Bloomfield, Esq., Chancellor, whereupon the Chancellor on the 21st day of September, in the same year, by a decretal order made in said cause after stating the case, ordered, adjudged, and decreed,

---

<sup>1</sup> p. 14.

<sup>2</sup> p. 15.

*First*—That the said pretended sale by the said Samuel to the said Cornelius Williamson, jr., for the benefit of the same Samuel, was void, fraudulent and of no effect.

*Secondly*—That the deeds of August, 1792, from the said Samuel to the said Cornelius Williamson, jun., and from the said Cornelius to the said Samuel, were void and fraudulent and set aside and vacated, and ordered to be cancelled.

*Thirdly*—That the said Samuel Williamson, the Executor, should execute the trust reposed in him by a sale of the real estate of said testator, under the direction of James Linn, Esq., one of the Masters of the said Court—that the Master <sup>1</sup> make report of the said sale and the money or securities arising therefrom be brought into Court.

*Fourthly*—That it be referred to the said Master to take an account of the rents and profits of the said real estate received by the said Samuel, from the 11th day of March, 1789, to the time of the report, and of the substantial and permanent improvements made by him, and report thereon.

*Fifthly*—And that all further questions and equity be reserved, particularly the questions of costs and the distribution of the proceeds.

And your orator further shows unto your Excellency, that on the 24th day of October, 1812, the said Master reported,

*First*—That the rents from the 11th of March, 1789 to 1812, when the defendant delivered up possession, amounted to \$2,760.

*Secondly*—The evidence taken without any opinion as to waste by cutting timber.

*Thirdly*—That the defendant for erecting a barn and other improvements, was entitled to a credit of \$505, which report was excepted to, the exceptions heard, and report confirmed in March Term, 1813, by Aaron Ogden, Esq., Chancellor.

<sup>2</sup> And your orator further shows unto your Excellency, that the said farm having been sold, and the money or security brought into Court, the said cause was heard on the equity reserved in September Term, 1813, before Aaron Ogden, Esq., Chancellor, and on the 22d day of the same month it was decreed by the Chancellor, that the Clerk of the Court pay from the moneys in his hands to the personal representatives of the said Cornelius Williamson, one fifth

---

<sup>1</sup> p. 16.

<sup>2</sup> p. 17.

part of the \$10,178.21, being the amount of the proceeds of the sale, and nett rents after making the following deduction :

I. From the whole proceeds of the sales and nett rents, . . . . .	\$10,178.21
II. Deduct £100 devised by the testator to his two daughters, and £100 devised to his son Abraham, with interest from 1792 to 1812, twenty years, amount to . . . . .	\$1,280.00
(2.) The amount of J. Linn, Master, for superintending the sale, . . . . .	\$173.80
	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 1,453.80
	\$8,724.41
III. Divide the product by 5 for the one-fifth part, or share of Cornelius Williamson, dec'd, amount to . . . . .	1,744.88
IV. From which deduct the proportion of Cornelius William, dec'd, of the amount of the first sale made by the defendant, which must be presumed to be paid according to the answer, after a lapse of twenty years, with twenty years interest thereon, amounting to . . . . .	\$523.33
	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/> \$1,221.55

<sup>1</sup> leaving a nett sum of \$1,221.55, which sum was directed to be paid by the said James Linn, out of the moneys in his hands, to the personal representatives of the said Cornelius Williamson, dec'd. And it is further ordered, that out of the moneys in his hands, the said James Linn pay the costs of the complainant, and that he retain \$173.80 for his charge for superintending the said sales ; and it was further decreed, that the said James Linn pay over to the said Samuel Williamson, the residue of the moneys arising from said sales, upon security being given by bond to the Chancellor for the time being, in the penal sum of \$5,000, conditioned for the faithful performance of the trust reposed in the said Samuel Williamson, by the will of his said testator, to be signed by himself, and one security approved by the said James Linn, and filed, &c.

And your orator farther shows unto your Excellency that a petition for rehearing was presented and allowed, and the cause reheard

before William S. Pennington, Esquire, Chancellor, in June, 1814. And on the 11th day of the same month of June, it was decreed by the Chancellor that the decree made on the 22d day of October then last past be altered, amended and rectified, by <sup>1</sup> striking therefrom the fourth item whereby the sum of \$523.33 was directed to be deducted from the sum of \$1744.88, being the nett sum due from the said Samuel Williamson to the representatives of Cornelius Williamson, deceased, and that the said decree be in all other parts confirmed.

And your orator farther shows unto your Excellency that after deducting out of the moneys so paid into Court amounting to

	\$6924.47
1. The sum of \$1744.88 paid to the Executors of the said Cornelius Williamson deceased.	\$1744.88
2. The costs of the Complainant taxed at	\$202.23
3. The sum of \$173.80 allowed the master for superintending the said sales	\$173.60
4. And \$69.24 for the Clerk's commisions	\$69.24
The said James Linn on the 25th day of June 1814 paid \$4734.22 cents	\$4734.22
	\$6924.47

being the balance of the <sup>2</sup> said moneys, to the said Samuel Williamson who thereupon gave a bond of that date signed by himself and your orator as his surety, to William S. Pennington, Esquire, Chancellor, in the penal sum of \$5000 conditioned for the faithful performance of the trust reposed in the said Samuel, in and by the last Will and Testament of the said William Williamson, deceased.

And your orator farther showeth unto your Excellency that after the determination of the above mentioned suit Asher Williamson one of the Complainants having purchased of John Williamson one of the devisees of the said William Williamson, deceased, his claim against the said Samuel Williamson for his one, fifth part or share of the proceeds of the sale and nett rents of the said farm under the said decree, instituted a suit therefor against the said Samuel in the Supreme Court of this State and in the term of November 1816 obtained a judgment for the sum of \$1297.03 being the balance thereof after deducting the share received by the said John, of the proceeds of the

<sup>1</sup> p. 19.

<sup>2</sup> p. 20.

first sale be sides cost; and the said Asher Williamson having obtained letters of administration of the goods, chattels and credits of the said Abraham Williamson deceased, <sup>1</sup> another of the devisees of the said William Williamson, deceased, commenced a suit as such administrator against the said Samuel in the Supreme Court of this State for the said Abraham's one fifth part or share of the proceeds of the second sale of said farm, and nett rents, and in the same Term of November 1816, obtained judgment for the sum of \$2345.93 being the amount of said share besides costs—upon which judgments respectively executions issued and the moneys so recovered have since been levied and made of the property of the said defendant.

And your orator farther sheweth unto your Excellency, that the said Samuel Williamson died about the 1st day of April, 1821, at one Abraham Terhune's, in the county of Somerset, where he had resided about        years previous to his death, intestate, and leaving very little property. That no person administered until after the judgment, execution and sale, of this defendant's property, hereinafter mentioned, when on the        day of        1823, letters of administration of the goods, chattels and credits of the said Samuel Williamson, dec'd, were granted to Abraham R. Sutphen of the county of Hunterdon.

And your orator farther sheweth unto your Excellency, that William Williamson, another of the children and devisees of the said William Williamson, the elder, dec'd, <sup>2</sup> having removed from this State into the State of Virginia, and thence into some part of the western country, where he died, the said Asher Williamson on the 20th day of December, 1820, obtained letters of administration of the goods, chattels and credits of the said deceased, and afterwards, and after the decease of the said Samuel Williamson, commenced an action in the Supreme Court of this State, to the Term of September, 1821, in the name of William S. Pennington, Esquire, late Chancellor (to the use of the said Asher as administrator as aforesaid) against your orator as survivor of the said Samuel Williamson, dec'd, on the said bond of the 25th day of June, 1814, for the performance of the said Samuel of the trusts reposed in him by the Will of the said William Williamson, dec'd, and having filed a declaration on the said bond setting forth the condition and the said pro-

---

<sup>1</sup> p. 21.

<sup>2</sup> p. 22.

ceedings, and decree in Chancery, and demanding the one fifth part of the said proceeds of the second sale, and nett rents of the said premises, upon the footing of said decree he obtained a judgment by default against your orator in the Term of November, 1821, and prosecuted out of the same Court at that same Term a writ of enquiry, which was executed at the house of Joseph Bispham, in Trenton, on the 25th day of February, 1822, and the damages of the plaintiff were assessed at \$2,202.46 $\frac{1}{2}$ <sup>1</sup> besides costs, upon the return of which the plaintiff obtained final judgment on the 27th day of the same month of February, 1822, for the penalty of said bond, and an execution was awarded and issued against your orator to levy the damages so assessed, together with \$49.33 costs of suit, altogether amounting to \$2,251.78, with interest, returnable to the May Term then next, which execution was delivered to Edward Welsted, Esq., Sheriff of the county of Hunterdon, on the 15th day of March, 1822, who by virtue thereof levied on the goods and lands of your orator, to which judgment and proceedings your orator, for greater certainty refers himself.

And your orator farther sheweth unto your Excellency, that in pursuance of the said execution, the said Edward Welsted, Esq., advertised the property and estate of your orator for sale on the 2d day of September, 1822, but not in a due and legal manner,—the advertisement for the sale of your orator's lands not having been published for four weeks next preceding the time of sale, in any newspaper printed in this State.<sup>2</sup> The said advertisement having been inserted in the Trenton Federalist, the only paper wherein it was published for only 22 days before the day of sale; notwithstanding which, the said Sheriff, at the request of the said Asher, at the time and place named in the advertisement, set up your orator's lands for sale, and the said Asher Williamson bidding for the homestead farm of one hundred and seventy acres, in Amwell, the sum of \$1,310; for the Tavern house and lot at New Market, \$405; and for another farm near New-Market, containing two hundred and eighteen acres, \$600; altogether amounting to \$2,315, the same was struck off to him for the sums so bid, and shortly afterwards the said Sheriff executed a deed of conveyance to the said Asher for the said premises, and delivered the same to him; that the defect in the publication

---

<sup>1</sup> p. 23.

<sup>2</sup> p. 24.

of the advertisement for the sale of your orator's property, being shortly afterwards discovered, the said Edward Welsted, Esquire, Sheriff, by the direction of the said Asher, again advertised the premises for sale, on the 14th day of May, 1823, by virtue of said execution, and on that day again set up and exposed the same to sale at public vendue, and William H. Johnson and Clarissa Johnson bidding for the same the sum of \$3,000, the said premises were struck off and sold, and have since been conveyed <sup>1</sup> by the said Sheriff to them for that price, and the said Sheriff, out of the purchase money, received of the said William H. and Clarissa Johnson, on the said second sale, has paid off and satisfied to the said Asher Williamson, as administrator of the said William Williamson the whole amount of the debt interest and costs on the said judgment and execution, against your orator.

And your orator farther sheweth unto your Excellency, that at the time of the commencement of the said last mentioned suit, and until after the judgment, execution, and both the said sales had taken place and the said execution was paid off and satisfied, administration of the estate of the said Samuel Williamson had not been granted, and there was no personal representatives of the said Samuel Williamson, to investigate the state of his affairs, or having the custody or knowledge of his papers. That your orator was ignorant of the nature and extent of the claim of the said Asher Williamson, as administrator of the said William Williamson, deceased, against the said Samuel Williamson; that he had not access to, or did he know where to find the papers of the said Samuel Williamson, in relation to the said claim, or any documents or vouchers to enable him to contest or make any defence against the same. That your orator had heard that the said Samuel Williamson, in his lifetime, and in the lifetime of William Williamson, the younger, had made a payment to the said William Williamson, deceased, <sup>2</sup> for or on account of his share of the estate of the said William Williamson, the elder, deceased, and that there had been some receipt, acquittance or discharge for the same in the hands of the said Samuel Williamson, deceased, in his lifetime, but whether the same were yet in existence, or where, or in whose custody the same was to be found, or by whom such payments could be proved, your orator knows not. But your

---

<sup>1</sup> p. 25.

<sup>2</sup> p. 26.

orator had also heard that the payment of the money and the existence of the receipt, and discharge therefor were well known to the said Asher Williamson, who had repeatedly admitted the fact that a payment had been made, and after the commencement of the suit, and before the execution of the said writ of enquiry, had also admitted that there was only a balance of \$1000 or \$1200 due to the said William Williamson, deceased, on said legacy, which was all he expected to recover of your orator. Your orator expected that the said Asher Williamson had made a correct calculation of the sums due after deducting the payment, and intended to claim no more, and not being able to deny his bond, and not being in possession of any evidence, or knowing where to obtain it, to prove the said payment, or ascertain the amount, and relying on the declaration of the said Asher, that he only claimed the balance due to him after deducting said payment; your orator did not undertake <sup>1</sup> to contest the justice or amount of his claim.

And your orator farther sheweth unto your Excellency, that the said Asher Williamson, after the decease of the said Samuel Williamson, having gone to the house of the said Abraham Terhune, where he died, and examined his papers remaining there, and finding that no such acquittance or discharge was among them, and supposing the same to be lost, and that no proof of such a payment could be produced, fraudulently and deceitfully denied that any payment had been made, and did falsely and fraudulently conceal the same from the knowledge of the jurors of the said inquest, and did then and there exhibit or cause to be exhibited a claim for the whole amount of the share of the said William Williamson, deceased, of the moneys arising from the second sale and nett rents of the said farm, upon the footing of the before mentioned decree of October, 1813, with the interest thereon, without allowing any credit for the said payment, the whole amount of which said claim was accordingly assessed and found for the plaintiff by the said inquest, he the said Asher well knowing at the time that such payment had been made, and acquittance given, that the same ought to be credited, and that the sum so claimed and found, was not due and owing <sup>2</sup> by the said Samuel Williamson, as executor as aforesaid, to the said Asher, as administrator of the said William Williamson, deceased; that your

---

<sup>1</sup> p. 27.

<sup>2</sup> p. 28.

orator not being present at the said inquest had no knowledge of the sum thus fraudulently claimed, and which was found by the said inquest until after judgment was entered and execution issued thereon; that your orator was deceived and surprised by the conduct of the said Asher in the premises.

And your orator further sheweth unto your Excellency, that after the appointment of the said Abraham R. Sutphen as administrator of the said Samuel Williamson, your orator applied to him, that they searched among the papers left by the said Samuel at the place where he died, for the said receipt or discharge, but that the same could not be found, that they searched at other places where they supposed it might possibly be, but could not find the same until the 10th day of June, 1823, when they first discovered the same among some papers in possession of Peter I. Clark, Esq., into whose hands they had accidentally come after the decease of George C. Maxwell, Esq., who had had them in his hands, in the lifetime of the said Samuel.

And your orator further sheweth unto your Excellency, <sup>1</sup>That the said receipt, acquittance, and discharge being dated the 2d day of April, 1792, given by the said William Williamson, the son and one of the devisees of the said William Williamson, dec'd, to the said Samuel Williamson, dec'd, for £131 10s. in full of his legacy or share of the moneys arising from the first sale of the farm of the said Testator, hath since been mislaid or lost, so that your orator is not able to produce the same in Court, but hopes to be able to make satisfactory proof thereof.

And your orator further sheweth unto your Excellency, that the said Asher Williamson, Administrator as aforesaid, obtained the said judgment and execution against your orator for a much larger sum than was actually due by such fraud, deceit, concealment, <sup>2</sup> and surprise upon your orator, at a time when your orator had it not in his power to prove the said payment by the production of said receipt, or to ascertain the amount thereof, and having since discovered the said receipt, your orator had well hoped that the said Asher Williamson would have come to an account and settlement with your orator touching and concerning the moneys so recovered and received by him, as Administrator of the said William Williamson, dec'd, of your

---

<sup>1</sup> p 29.

<sup>2</sup> p. 30.

orator and would have refunded to your orator all the moneys so recovered over and above what was justly due and owing, and ought to have been demanded and received by him; on that account as in justice and equity he ought, and as your orator has frequently and in a friendly manner requested him to do—but now so it is, may it please your Excellency, that the said Asher Williamson combining and confederating himself to and with divers other persons at present unknown to your orator, whose names when discovered, your orator prays may be inserted herein, and they made parties thereto, with apt words to charge them how to injure and aggrieve your orator in the premises, doth refuse to comply with such reasonable requests—and the said confederates sometimes pretend, that the said Samuel Williamson never paid to the said William Williamson <sup>1</sup> the younger, in his lifetime, any portion of the money arising from the first sale of the said farm, made by the said Samuel as the Executor of the said William Williamson, dec'd; whereas, your orator expressly charges the truth to be, that the said Samuel Williamson out of the moneys arising from the said first sale, did on or about the 2d day of April, 1792, pay to the said William Williamson the said sum of £131 10s. proclamation money, and that the said William Williamson, made, executed, and delivered to the said Samuel Williamson such acquittance and discharge therefor as is herein before mentioned, and that the said Asher Williamson had heard of such payment being made, and had seen the said acquittance or discharge, and well knew the same had been given, and admitted there was only a balance of ten or twelve hundred dollars due, and to deceive your orator, declared he intended to claim no more—At other times they pretend the said Asher never claimed more than the balance of the said William Williamson's share of the moneys arising from the said second sale and nett rents of said farm, after deducting the amount of the said <sup>2</sup> receipt for the moneys so paid by the said Samuel Williamson, to the said William Williamson, dec'd, in his lifetime, and that no more than the said balance actually due after such deduction with the interest thereon, was assessed by the said inquest, or recovered or received by the said Asher, whereas your orator expressly charges the truth to be, that after pretending for the purpose of deceiving your orator, that he only meant to claim such

---

<sup>1</sup> p. 31.

<sup>2</sup> p. 32.

balance, having searched for and discovered that the said receipt was not to be found among the papers left by the said Samuel at his death, and supposing the same to be lost falsely and deceitfully, for the purpose of defrauding your orator concealed the fact, while he then well knew of such payment having been made, and receipt or acquittance given from the jurors of such inquest, and claimed and obtained an assessment of damages by the said inquest and judgment in the said cause, for the whole amount of the share of the said William Williamson, of the moneys arising from the second sale and nett rents of said farm, on the footing of the said decree of the 22d of October, 1813—and that the whole amount thereof has been levied, and made of the property and estate of your orator, and paid to the said Asher Williamson without any deduction whatever for the said previous payment made by the said Samuel Williamson to the said William <sup>1</sup> Williamson, dec'd, and the said confederates threaten in case your orator should demand of the said Asher, the moneys so recovered and received by him from your orator, over and above what was actually due, to set up the said judgment as a bar to defraud your orator—and your orator farther charges, that the said acquittance or discharge of the second of April, 1792, has been mislaid or lost, and therefore cannot be produced to this honorable Court.

In tender consideration whereof, and for as much as your orators are remediless in the premises above set forth, stated and charged by the strict rules of the common law, and are only relievable in a Court of Equity, where matters of fraud, mistake, surprise and accident are properly cognizable and relievable.

To the end therefore that the said Asher Williamson, and his confederates, when discovered, may upon their respective corporal oath, full, true, and perfect answer make to all and singular the premises above stated and charged, as fully and particularly as if the same were herein again repeated, and they interrogated thereto according to the best of their knowledge, information and belief—and that the said judgment at law, at the suit of the said William S. Pennington, <sup>2</sup> Esq., late Governor and Chancellor of this State, to the use of the said Asher Williamson, as Administrator of the said William Williamson, dec'd, against your orator, may by the decree of this Honorable Court, be set aside and declared null and void, as obtained by

---

<sup>1</sup> p. 33.

<sup>2</sup> p. 34.

fraud, surprise, and mistake, or that notwithstanding such judgment, the said Asher may come to an account with your orator, touching and concerning the moneys collected and received by the said Asher as aforesaid, upon such judgment, and that the said Asher Williamson may be decreed to refund and repay to your orator, all the moneys so recovered and received, over and above what was actually due and owing and ought to have been recovered in said action for the share of the said William Williamson, the younger, dec'd, in the proceeds of the second sale and nett rents of the said farm, after deducting the sum so paid by the said Samuel Williamson to the said William Williamson, dec'd, in his lifetime, for his shares of the moneys arising from the first sale.

And that your orator may have such further and other relief in the premises as the nature of the case may require, and to your Excellency shall seem meet, and agreeable to equity and good conscience—may it please your excellency to grant unto your orator the state's writ of subpœna, to be directed to the Asher Williamson, commanding him at a certain day, and under a certain penalty, to be therein expressed, personally to be and appear before your Excellency in this Honorable Court, then and there to answer the premises, and to stand and to abide such order and decree therein, as to your Excellency may seem meet, and agreeable to equity and good conscience,

NATHANIEL SAXTON,  
Solicitor and of Counsel with Complainant.

On the 12th July, 1828, the following order was entered—" Upon opening the matter to the Court this day by Nathaniel Saxton, solicitor and of counsel with the complainant—it appearing that process of subpœna to appear and answer, had been duly issued, and served on the defendant in this case, by the sheriff of the county of Hunterdon, and it being alleged that a copy of the amended Bill in this case, had been duly served on Richard Stockton, Esq., the late solicitor of the said defendant, and that since the decease of the said Richard Stockton, Esq., and previous to the last term of this Court, the said defendant had been duly warned to appoint another solicitor, and it appearing that the said defendant hath neglected to file any plea, answer or demurr to the said Bill, it is thereupon ordered and directed by the Chancellor, that the complainant do produce docu-

ments, depositions, and other evidence, to substantiate and prove the allegations in his Bill, to the end that such decree may be made against the said defendant, as the Chancellor shall think equitable and just."

### Examinations and Proofs.

#### No. I.

Taken at Flemington in the County of Hunterdon, and State of New Jersey, this 7th day of October in the year of our Lord 1829, before me Alexander Wurts, one of the Examiners of the Court of Chancery of the State of New Jersey, in a certain cause now pending in the said Court of Chancery in which Benjamin Johnson is Complainant and Asher Williamson, administrator of William Williamson, deceased, is defendant, in the presence of Nathaniel Saxton, Esquire, Solicitor and of Counsel with the Complainant.

The Complainants offered a release from Peter Williamson, as one of the sons and heirs at law of Samuel Williamson, deceased, to Abraham R. Sutphen, administrator of the said Samuel Williamson, of all his interest in the surplus of the Estate of the said deceased, dated October 7th A. D. 1839, in evidence, which is made an exhibit on the part of the Complainant and marked *Exhibit A*, pro ut the same.

*Peter Williamson*, a witness produced, sworn and examined on the part of the Complainant deposes as follows: Witness is a son of Samuel Williamson deceased who was an executor of William Williamson the elder, deceased, and is now in his 67th year,—he recollects William Williamson who was his uncle and the son of William Williamson the elder,—he recollects that his father as the Executor of William Williamson the elder, deceased, made sale of a farm as the property of the said deceased, situate in Amwell Township, County of Hunterdon and State of New Jersey, this farm was said to contain about 260 acres, and the said sale took place upwards of forty years ago. Cornelius Williamson, a brother of the deponent was the purchaser of the said farm. The deed was not made and executed for the premises until some time after the sale was made, witness lived at home with his father at the time the sale was made, and thinks he did also when the deed was made, or pre-

pared, to Cornelius Williamson, which was some time after the sale, witness went to a conveyancer on the part of his father to get the Deed drawn, for the premises to Cornelius Williamson. My uncle William Williamson lived at that time in Virginia—he was twice in the County of Hunterdon, at my father's, once before and once after the sale was made to Cornelius Williamson—when he was there before the sale, witness understood that his uncle wanted money from witness' father as executor of William Williamson, deceased, and he further understood that his father paid him some and took his note for it, but does not recollect being present at the payment of the money or the giving of the note. The second time uncle William came to Jersey, which was after the sale, he remained here a considerable time, and came for his share of the money arising from the sale of the farm,—witness knows the fact because he was present at the transactions between his father and his uncle on this business, witness knows that his father as executor as aforesaid paid his uncle William what was supposed to be in full of his share, and his uncle gave a final receipt in full, witness saw the money paid. I drew the receipt and acquittance myself. The money was paid and the discharge given at the house of John Hull who was the husband of my aunt Margaret, who was a daughter and one of the legatees, of the said William Williamson, the elder, deceased. The receipt or acquittance, was signed by uncle William, sealed, and was witnessed by deponent, and one Uriah Bonum, witness cannot recollect the precise amount of money that was paid, but understood that the note which his uncle William had before given to his father, was deducted from the amount of his share, and the balance paid to him in money.

At the time uncle William was paid his share, witness lived on the premises before mentioned—on the morning of the same day that uncle William was paid, my father as Executor as aforesaid, at my house on the premises, paid my aunt Moyca, another of the legatees, her specific legacy, and took her receipt.—Witness drew the receipt from aunt Moyca, and saw it executed, and was also a witness to it—thinks that Uriah Bonum was a witness to it also—he was there.

From my house on the same day, deponent, his father, and uncle William, and Uriah Bonum, went to the house of John Hull, and there my father as Executor as aforesaid, paid the said John Hull, and his wife, their specific legacy, and took their receipt and acquit-

tance under seal—witness drew the acquittance from John Hull and wife, himself, and saw it executed, and signed his name, together with Uriah Bonum, as a witness to it. The paper now shown to witness, and marked *Exhibit B*, on the part of the complainant (pro ut the same,) witness says is the original receipt or acquittance, executed by Hull and his wife, and witnessed by Bonum and deponent at that time. Witness is satisfied that this receipt or acquittance was executed at the very day it bears date, and recollects making a correction in the last line but one of it, in the date, from the first to the second day of April, on the suggestion of his father, that he had made a mistake in the day of the month.

At the same time and place, my father as Executor as aforesaid, paid my uncle William his share, and my uncle William executed a receipt or acquittance, under his hand and seal, which was witnessed by deponent and Uriah Bonum—cannot say which was paid first, uncle William, or Hull and his wife. The receipt from my uncle William to my father as Executor, was drawn by me, and was in the same form as the one from Hull and his wife, except that it was for a share, instead of a specific legacy, and of the same date, and executed the same day. Uriah Bonum, the other subscribing witness to those receipts, has been dead some years.—Witness recollects having seen the receipt or acquittance from his uncle William to his father, in the possession of his father since that time.—Witness being shown a paper marked *Exhibit C*, on the part of the complainant, (pro ut the same), says that he is acquainted with the handwriting of Richard W. Heath, whose name is signed to the said paper as an attesting witness, and that the signature “R. W. Heath” to the said paper as a witness, is the proper handwriting of the said Richard W. Heath.

And the witness being shewn a paper marked *Exhibit D*, on the part of the complainant, (pro ut the same,) says that the body of the receipt, and the note at the bottom of the paper, are the handwriting of William Williamson, the brother of the defendant, and that the signature “John Williamson,” to the said receipt subscribed, is the proper handwriting of John Williamson, one of the sons and legatees of the said William Williamson, the elder, deceased, with whose hand-writing the deponent is acquainted.

And being shewn a paper marked *Exhibit E*, for the complainant (pro ut the same,) witness says that the body of the receipt is the

handwriting of deponent's brother, William Williamson, and that the name of "John Williamson," subscribed to the receipt, is the proper handwriting of the said John Williamson, one of the sons and legatees of the said William Williamson, the elder, deceased.—Deponent has seen a man called Abraham Williamson, from the western country, who has been in New Jersey since the commencement of this cause,—the said Abraham Williamson has been at different times at the house of this deponent, while he was in this state, and represented himself as the son of the said William Williamson, deponent's uncle.—Witness thinks that the said Abraham is the son of his uncle William, from family resemblance, and also from the said Abraham reminding deponent of some circumstances that took place at the house of his uncle William, a good many years ago, when deponent was there, and when the said Abraham was a little boy, and which the deponent recollected when reminded of them. In conversation with the said Abraham respecting the payment made by deponent's father as Executor as aforesaid, to uncle William, the said Abraham's father, and its having been recovered again from Benjamin Johnson, his father's security, by Asher Williamson, and Benjamin Johnson's claiming it back in this suit,—the said Abraham Williamson said that Asher Williamson was willing to pay it back to the children of Samuel Williamson, deponent's father, and that deponent was a fool if he did not go and get it, but that Asher did not want to pay it to Benjamin Johnson.—Deponent's brother, William Williamson, lives now, and has lived for several years, in the state of Kentucky.

At the time of the payment made by my father as Executor as aforesaid, to uncle William, deponent knew the amount of the payment when it was made, but cannot now recollect the amount, but witness is satisfied that the payment made to uncle William, was the full amount of his share of the proceeds arising from the first sale of the said farm; deponent never drew or witnessed but one receipt or acquittance, which he has before mentioned, from his uncle William to his father as Executor as aforesaid, for the share of his said uncle William. All the transactions of which deponent has spoken, between his father as Executor as aforesaid, and his uncle William, took place long before the death of deponent's uncle, Cornelius Williamson, and before the Bill filed in Chancery, by the heirs of the said Cornelius against my father, for the purpose of setting aside

the first sale of the said farm.—That deponent recollects the first dispute that took place between his father and his uncle Cornelius, respecting the property,—before deponent moved on the farm, his uncle Cornelius had cut a White Oak tree, which lay there when deponent moved on—this tree deponent cut up and used for a garden fence—uncle Cornelius found fault with this—my father asked uncle Cornelius, what he meant by that, and whether he claimed any right in the premises—uncle Cornelius said then, that there was overplus land in the survey, and that that overplus land belonged to him; this he always insisted upon, and would frequently come and cut poles in the woods—we never disturbed him.

PETER WILLIAMSON.

Sworn and examined before me, October 7, A. D. 1829,

ALEX. WURTS, Examiner, &c.

The following papers and vouchers, referred to in the foregoing deposition of Peter Williamson, were produced at the time of his examination, and made exhibits on the part of the complainant, viz :

1. A receipt or acquittance, dated April 2d, A. D. 1792, from John Hull and Margaret Hull to Samuel Williamson as Executor of William Williamson, dec'd, in full of a Legacy of £50, given to the said Margaret Hull by the Will of the said William Williamson, dec'd, which receipt is attested by Peter Williamson and Uriah Bonum, and is marked *Exhibit B.* on the part of the complainant. Pro ut the same.

2. A receipt dated September 30th, A. D. 1793, from John Williamson to Samuel Williamson, Executor of William Williamson, dec'd, for £113 10s 10<sup>3</sup>/<sub>4</sub>d or part of his legacy, and a note at the bottom of the paper stating that there was due to the above named John Williamson £26 17s 9<sup>1</sup>/<sub>4</sub>d out of the estate of his father, which paper is marked *Exhibit D.* on the part of complainant. Pro ut the same.

3. A certificate dated August 29th, A. D. 1812, under the hand and seal of Moyca Williamson, and attested by R. W. Heath,—that the said Moyca Williamson, as one of the daughters and legatees of William Williamson, dec'd, had received on the 2d day of April, A. D. 1792, from Samuel Williamson, acting Executor of the said William Williamson, the sum of £50, a legacy due her under the Will of the said William Williamson, and to be paid out of the sale

of his lands, which paper is marked *Exhibit C.* on the part of the complainant. Pro ut the same.

4. A receipt dated October 3d, A. D. 1796, from John Williamson to Samuel Williamson, Executor of William Williamson, dec'd, for the sum of £32 10s 7 $\frac{3}{4}$ d, as the remainder of his legacy, both principal and interest, which paper is marked *Exhibit E.* on the part of the complainant. Pro ut the same.

Produced October 7th, A. D. 1829.

ALEX. WURTS, Examiner, &c.

*Peter Williamson* being again examined on a point upon which he was not questioned on his former examination, deposed as follows, viz:—

Deponent recollects having a conversation with Asher Williamson at Pennington in the county of Hunterdon, some years ago, on the subject of a payment made by Samuel Williamson, deponent's father, as Executor of William Williamson, dec'd, to William Williamson, one of the sons and legatees of the said deceased, for his share of the moneys arising from the first sale of the real estate of the said William Williamson, dec'd, and also on the subject of a receipt given by the said William Williamson to the said Samuel Williamson as Executor for the the said share. That conversation took place at Pennington in Hunterdon county, many years ago, the particular year deponent does not recollect, but it was during the pendency of a suit in the Court of Chancery of this State between Asher Williamson and others complainants, and Samuel Williamson, Executor as aforesaid, defendant. They were taking some examinations in that suit, at the time of this conversation, before James Linn, Esq., as a Master in Chancery—on that conversation I told Asher Williamson that such a payment had been made, and a receipt given, to which deponent and Uriah Bonum were witnesses, and that if the receipt was ever found, it would so appear; deponent's father was not present at this time, deponent attended the examination on behalf of his father.

Some years after this time and during the life-time of deponent's father, the particular day and year however, the deponent cannot now designate, the deponent met Asher Williamson at the tavern of Joseph Kughler, in Amwell, Hunterdon county, for the purpose of making a settlement of the account of Samuel Williamson, as Execu-

tor of William Williamson, dec'd; on that occasion, the receipt of which, deponent has last spoken, and which is mentioned in his former deposition, was produced, deponent thinks it was produced by William Maxwell, Esq., deponent saw it, and had it in his hands and examined it, deponent believes Asher Williamson saw it also, he was there, and deponent conversed with him respecting the receipt, and recollects telling Asher, that he, deponent, hoped there would now be no more dispute respecting the receipt—deponent's father was unwell and was not present that day, deponent attended on the part of his father.

Afterwards, and after the death of deponent's father, and also after the farm of Benjamin Johnson had been sold at the suit of William Pennington, late Governor of the State of New Jersey, to William Williamson, in former deposition mentioned, deponent recollects Benjamin Johnson's coming to his house, and enquiring of him respecting a payment made by Samuel Williamson as Executor of William Williamson dec'd, to the said William Williamson for his legacy or share of the moneys arising from the first sale of the real estate of the said Testator, made by the said Samuel Williamson, and the receipt or acquittance therefor, deponent then informed said Johnson that there had been such a payment made, and that there had positively been such a receipt given, and if it was ever found, it would so appear; deponent had at that time a number of papers of his father's in his possession, and he and Johnson searched them all over, but could not find the receipt.

PETER WILLIAMSON.

Sworn and subscribed before me, May 7th, A. D. 1832.

ALEXR. WURTS, Master and Examiner in Chancery.

Filed July 16, 1832.

No. II.

Depositions of witnesses produced and sworn before me, Andrew Miller, one of the Masters and Examiners of the Court of Chancery of New Jersey, on the part of the complainant in the above stated cause, this 11th day of January, in the year of our Lord, 1831, at the office of Nathaniel Saxton, Esq., in Flemington, in the presence of said Saxton, Esq., of Counsel for the complainant. The defendant not present, nor any person for him.

*Charles Bartles*, Esq., a witness produced and sworn on the part of the complainant, upon his oath saith: That he is acquainted with

the parties in the above cause—has been in the office of Mr. Saxton since the year 1822—recollects that after the first sale of the property of complainant by virtue of an execution, at the suit of William S. Pennington, Esq., as Ordinary, &c., against the complainant, as survivor of Samuel Williamson, dec'd, complainant came to Mr. Saxton's office—he complained that there was a mistake in the amount of the judgment for which that execution had been issued; that the judgment had been taken for more money than was really due upon the bond to the Governor, and wished Mr. Saxton to try and set aside the sale; the complainant at the time stated that some moneys had been paid by Samuel Williamson, as an executor of William Williamson, sen'r, dec'd, that ought to have been deducted from the amount recovered by that judgment.

Deponent recollects that there was a difficulty about ascertaining the amount that Samuel Williamson had paid to said William—he complained having no receipt to show it—that Mr. Saxton directed him (complainant) to go to several places, and amongst them to one Terhune's to see if he could not find such a receipt, and also to examine for it among the papers of George C. Maxwell, dec'd. Mr. Saxton observed at the time that said Maxwell had done Samuel Williamson's business, and that the receipt might be among his papers. Deponent recollects hearing that a considerable deal of search was made for such receipt, and that after some length of time it was said to have been found. After it was found Mr. Saxton filed the bill in this cause. Deponent recollects distinctly to have seen the receipt in Mr. Saxton's possession, among the papers in the cause, frequently from the time it was found until it was lost again, which was about the year 1827. Some time after filing of said bill, a person calling himself Abraham Williamson, and representing himself to be the son and administrator of William Williamson, the younger, dec'd, and to be a citizen of the State of Kentucky, came to New Jersey, and claimed the amount of the moneys recovered of Benjamin Johnson, by said Asher Williamson, and then in his, Asher's hands, in conversation with said Abraham Williamson, I told him at several different times that he, complainant, had filed a bill in Chancery for the recovery of a part of the money collected by him, Asher, on the above stated execution against complainant, and that complainant said that that judgment had been taken for the whole amount of William Williamson, junr's share of William

Williamson, senr's estate, and that Samuel Williamson, the executor of William Williamson, sen'r, had paid in his lifetime to William Williamson, jun'r, the amount of his share of the moneys arising from the first sale of William Williamson, sen.'s estate, and that he William Williamson, jun'r, had given Samuel Williamson a receipt for it which had not been allowed in making up that judgment. Deponent, at Abraham Williamson's request produced the receipt and showed it to him—he admitted the signature to it to be the hand writing of his father, and several times said he would go to Asher and get him to allow the amount of said receipt, and pay it back to complainant. At one time deponent recollects he (Abraham Williamson) came to him and got him to make out a statement of the amount of said receipt, and said he would go to complainant and pay him back. This was in 1827. He said then that the whole of the moneys collected by Asher Williamson upon said execution against complainant would be coming to him. Some time, shortly after this, he, Abraham Williamson, came to deponent again, saying he had lost the statement above mentioned, and wanted deponent to make him another. Deponent got the papers in the cause, took out the receipt, and made another statement for him. This was done in Mr. Saxton's office, he, Abraham Williamson sitting by all the time. A short time after this I understood that the parties were to have a meeting at Mr. Saxton's office, to try and settle the matter, upon a certain day fixed by them. They met accordingly—Mr. Saxton being absent, they wished me to get the receipt and ascertain the amount due on it—I got the papers and upon examining them the receipt was gone—I told them I could not find it. He, Abraham Williamson, then said he was willing to pay the amount of the receipt to Johnson, complainant, but that the receipt must first be produced. Deponent then mentioned to him that he, Abraham Williamson, had a statement of the amount of the receipt, and that he could as well settle the matter by that as by the receipt itself. His only reply to this was, "produce the receipt." He said he would not settle unless the receipt was produced. In speaking of a settlement with complainant at different times since, I have heard him say, let them produce the receipt and he would pay it. At other times, "they can't produce the receipt." From the whole conduct of said Abraham Williamson, at the time they met at Mr. Saxton's office to settle, and afterwards, he, deponent, has been induced to

believe, and does believe, that he, Abraham Williamson, had stolen the receipt at the time deponent made the last statement of the amount of it for him. Deponent has made search for the receipt since, and has not been able to find it. Thinks the receipt was given for about £130, Deponent says the application of the said Abraham Williamson for statements of the amount of said receipt were made by him in absence of Mr. Saxton from his office.

CHARLES BARTTES.

Sworn and subscribed January 11th, A. D. 1831, before Andrew Miller, Master and Examiner in Chancery.

Filed July 16, 1842.

*William H. Johnson*, a witness produced and sworn on the part of the complainant, upon his oath saith: "That he is the son of complainant. He recollects that at the time of the first sale of his father's property, by virtue of the execution in favor of William S. Pennington, Esq., Governor, &c., his father was much surprised at the amount stated to be due upon the execution. He thought it was too high, and that after the second sale he (father) went to one Abraham R. Sutphen to get him to come with him to Saxton's to try and recover back a part of the money that had been collected at that sale. Recollects that his father went to different places, at different times after this to look for a receipt given by William Williamson, jr., to Samuel Williamson, executor of William Williamson, sen'r, and that he, deponent, went, at request of his father, to different places and persons to look for it, and could not find it. That finally deponent, Abraham Gulick, complainant, and Abraham R. Sutphen came to Mr. Saxton's office—Mr. Saxton proposed to them that they had better go to William Maxwell, Esq., and search among the papers of G. C. Maxwell, Esq., for it. Deponent and father went together to Mr. Maxwell's. He, Wm. Maxwell, looked for the paper, but could not find it—he said he thought probably that it might be at Mr. Clark's office, among papers in his charge. Mr. A. Wurts and deponent then went to Mr. Clark's office, who was absent, and had left his key with Mr. Wurts, and after searching awhile, we found a bundle of papers relating to William Williamson's estate. We brought the bundle to Mr. Saxton's office, and upon examination found in it the receipt in question. The same we had been looking for. The amount of it deponent does not recollect

exactly, but he is sure it was for more than £100. Deponent's father and Mr. A. R. Sutphen then requested Mr. Saxton to file a bill in Chancery to recover back the amount of that receipt.

WILLIAM H. JOHNSON.

Sworn and subscribed, January 11th, A. D. 1831, before Andrew Miller, Master and Examiner in Chancery.

Filed July 16, 1832.

*Abraham R. Sutphen*, a witness produced and sworn on the part of the complainant, upon his oath saith: That he is acquainted with the parties in the cause. Recollects, hearing, at the time of it, of the first sale of complainant's property, at the suit of William S. Pennington, Esq., Governor, upon execution—conversed with complainant about the time, recollects that he complained of the large amount of the judgment—that he said it was security money, but deponent does not remember the conversation distinctly. Complainant, however, has frequently expressed to deponent that he was disappointed by that judgment—that it was for a much larger sum than he had expected, and that there was some mistake in making it up—that a certain payment should have been credited in making it up that had not been credited, but what payment or for what sum deponent does not now recollect. Deponent recollects going, at complainant's request, in company with Abraham Gulick, to one Abraham Terhune's in the county of Somerset, where Samuel Williamson died, to examine his papers, and see if there was not a receipt or some paper among them that would show the amount of moneys paid out by him, as executor of William Williamson, sen'r, dec'd. Mr. Terhune's family showed us all the papers (as they said) of Samuel Williamson—we examined them, but found nothing relating to the matter we were inquiring into—we returned and informed complainant—he appeared to be surprised at the information, and seemed to think that they had destroyed the paper—complainant was still very anxious to search for and find the paper, and appeared to be very certain that there had been such a paper, and that it must be in existence yet unless it had been destroyed. Some time after this deponent was in the office of Peter I. Clark, Esquire, and seeing Mr. William Maxwell there drop some papers upon the floor in pulling out a pocket book from his pocket, he, deponent, picked up some of them, and saw upon them the name of Samuel Williamson, dec'd—he informed complainant of that circumstance, and

told him that he rather thought the paper in question, if in existence yet, must be in his, Maxwell's, office—the bundle of papers that Mr. Maxwell dropped from his pocket were taken up by persons present, and left in the possession of Peter I. Clark, Esquire,—after this deponent, complainant, and his son, William H. Johnson and Abraham Gulick came to Flemington in company, to see Mr. Saxton, and make further search for the paper in question—Mr. Saxton advised us to make further search for the paper, and upon deponent's mentioning again the circumstance of his seeing the papers dropped by Mr. Maxwell, it was concluded to go there, and to Mr. Clark's office—Mr. Saxton suggested that Mr. Clark was gone from home, and that they had better apply to Mr Wurts, with whom Mr. Clark had left the key of his office. William H. Johnson, and Mr. Abraham Gulick went accordingly, and after some time returned with a bundle of papers, relating to Samuel Williamson's business, to Mr. Saxton's office. The bundle was examined by Mr. Saxton, and the paper in question found in it, and read in Deponent's presence, purporting to be a receipt from William Williamson to Samuel Williamson, Executor of William Williamson, dec'd, for moneys paid by him. The amount about £130—don't recollect exactly—Deponent recollects that thereupon Mr. Saxton advised the filling of the bill in Chancery by Deponent, and Complainant, in order to recover back the amount of that receipt, Deponent recollects conversing with Asher Williamson, about the matter, after the bill was filed by Mr. Saxton—he Asher, told Deponent at the time that he was satisfied, and really believed that the amount of that receipt ought to be repaid to Complainant, but that he could not do it—he Asher, at the time made an estimate of the amount of it, and, Deponent thinks, made it over \$1000, he thinks about \$1100. He Asher said that he was willing to pay Complainant the amount of the receipt, but he did not want the lot to be sold which he had bought at the sale of Samuel Williamson's property.

ABRAHAM R. SUTPHEN.

Sworn and subscribed January 13th A. D. 1831, before me,  
 ANDREW MILLER, Master and Examiner in Chancery.  
 Filed July 16, 1832.

On the 19th day of January, 1832, it being alleged that the complainant hath departed this life since the commencement of this suit,

intestate, and that administration, &c., hath been granted to John T. Neely and William H. Johnson, upon whom the interest of the said decedent, in the matters in question in this case hath devolved, it was thereupon ordered by Chancellor Vroom that this suit be revived at the suit of the administrators as complainants against the said defendant.

No. III.

Examination of witnesses on the part of complainants in the above case, before Thomas Gordon, Master in Chancery, on the 12th day of May, A. D. 1832.

*Nathaniel Saxton*, a witness, sworn on the part of the plaintiff, being shown the paper marked *Exhibit A*, in this case, deposeth and saith that he was present and saw Peter Williamson, the releasor, sign and deliver the same, and this deponent subscribed his name as a witness thereto—that it was executed on the day it bears date, and previous to the examination of the said Peter Williamson, as a witness in this case. The deponent farther saith, that about the month of September, 1822, shortly after the first sale of Benjamin Johnson's property, on the execution, at the suit of William S. Pennington, late Governor and Chancellor of the State of New Jersey, against Benjamin Johnson, survivor of Samuel Williamson, dec'd, the said Benjamin Johnson applied to the deponent to know if he could not be relieved against that sale, which he alleged had been made at a great sacrifice—he at the same time expressed great surprise at the amount demanded on the execution being so large—upwards of \$2,200—he stated that the judgment and execution were for moneys claimed by Asher Williamson, as Administrator of William Williamson, dec'd, for the said William Williamson's share of the moneys arising from the sale made by Samuel Williamson, Executor of William Williamson the elder, of a farm of the testator's, under the direction of the Court of <sup>1</sup>Chancery, and for which he (Johnson) had become security for the said Samuel Williamson, but that he did not know the amount that was due.—That he had understood that Samuel Williamson had made a payment to William Williamson, in his lifetime, on the amount, but that before this action was brought Samuel Williamson had removed to the county

---

<sup>1</sup> p. 2.

of Somerset, and died there and left no Executor, and no person had administered as he knew of—and he knew not where to find any papers or vouchers to prove the payment or show the amount really due.—That he had also heard that about the time of the commencement of the suit against him, Asher Williamson had said that there was only about \$1100 or \$1200 due from Samuel Williamson as Executor of William Williamson, dec'd, to him Asher, as Administrator of William Williamson, the younger, dec'd, on his share of the estate—from which he expected that Asher knew the amount actually due and intended to claim no more—and in consequence of these circumstances he did not appear to make any defence in the action.—That deponent inquired into the circumstances of the sheriff's sale of Johnson's property, which in consequence of an irregularity in advertising, was abandoned; and a second sale made in May, 1823, which satisfied the judgment. Johnson then wished deponent to take some measures to recover back from Samuel Williamson's estate, if any could be found, the moneys he had been compelled to pay as his security, or to relieve him against this judgment, and recover back from Asher Williamson, the amount paid over and above what was actually due.—Deponent advised him to take out letters of administration of the estate of Samuel Williamson, and also to go to one Terhune, in Somerset county, where it was said Samuel Williamson had died, and search for some receipt or voucher, to show the payment made by Samuel Williamson to William Williamson; that about the 10th June, 1823, Benjamin Johnson, Abraham R. Sutphen, Abraham Gulick, and William H. Johnson, came to deponent's office to consult farther on the subject, and informed him that they had searched for, but had not been able to find any receipt from William Williamson—deponent then advised them to go to William Maxwell's, and search among the papers of George C. Maxwell, Esq., who had done business for Samuel Williamson, in his lifetime—one of the company went to Mr. Maxwell's, but returned without finding anything—it was then proposed by some one, deponent don't recollect who, to search at the office of Peter I. Clark, Esq., and one of the company, deponent thinks it was William H. Johnson, went, and after a short time returned with a bundle of papers of Samuel Williamson's, relating to the estate of

William Williamson, dec'd—upon opening this bundle and examining the papers, we found among them the receipt or acquittance under seal, from William Williamson to Samuel Williamson, Executor of William Williamson, dec'd, bearing date the 2d day of April, 1792, for £131.10, in full for his share and legacy under the will of the said William Williamson, dec'd—this receipt was signed “William Williamson,” and attested by two subscribing witnesses, one of whom deponent recollects was Peter Williamson, with whose hand writing deponent was <sup>1</sup>acquainted, and whose signature he recognized—the body of the receipt appeared to be in the same hand writing as the receipt of John Hull and Margaret his wife, marked *Exhibit B*, in this case, it bore the same date, and deponent thinks was attested by the same witnesses. Upon finding this receipt, deponent advised the filing of a Bill in Chancery, which, after procuring other documents and information, he prepared—at the time of preparing the Bill he had this receipt of William Williamson before him, and intended to describe it, and believes he did describe it truly in the Bill. This Bill was filed on or about the 6th March, 1824, in the names of Abraham R. Sutphen, Administrator of Samuel Williamson, dec'd, and Benjamin Johnson, complainants, against Asher Williamson, and others, defendants, to which a plea and demurrer was filed by Mr. Richard Stockton, solicitor for Asher Williamson, —after argument of the demurrer, deponent had several conversations with Asher Williamson on the subject of the suit, in those conversations Asher objected strenuously against that part of the Bill which sought a review of the former decree, and to set aside the sale of a lot of land sold as the property of Samuel Williamson, and bought by him; but made no objection to the relief sought against the judgment obtained by him against Benjamin Johnson, as to that he said he knew that the receipt (alluding to the said receipt of William Williamson to Samuel Williamson, Executor, &c.) was right—that Johnson ought to have that money back—that if the Bill had been filed for <sup>2</sup>that only he would have made no objection to it, that he was willing to pay that money back to Johnson if he would be justified in doing so.—That deponent informed Asher that he would amend the bill so as to confine the object of it to the recovering back of the money overpaid by Johnson, and did amend

---

<sup>1</sup> p. 4.

<sup>2</sup> p. 5.

the Bill in the shape in which it now appears—that deponent informed Asher that he had amended the Bill in that way, and suggested that Mr. Stockton, his solicitor, could put in an answer admitting the facts as they really were, and upon that the cause could be heard, and a proper decree made—that Asher assured this deponent that he would write to Mr. Stockton and authorize him to proceed in such a way that Johnson might get back the money overpaid, if it could be done, so that he, Asher, would be justified in paying it—that it was right Johnson should have it, and he would as lieve pay it to him as any body if he was safe in so doing. That deponent mentioned these conversations to Mr. Stockton, but a long time elapsed without Asher's calling upon him—that Mr. Stockton at length wrote to Asher, and this deponent delivered the letter, on the receipt of which Asher promised that he would go and see Mr. Stockton on the subject, but deponent never heard that he did. After Mr. Stockton's death, about 25th March, 1828, deponent gave Asher notice to appoint another solicitor; but no answer having been put in, on or about the 12th July, 1825, an order to produce proofs was obtained—after which Asher still proposed putting in such an answer that Johnson might get his money. <sup>1</sup> Deponent farther saith, that sometime after the commencement of the suit, a person calling himself Abraham Williamson, who claimed to be the son and Administrator of the said William Williamson, of Kentucky, came to this country and called on deponent for information respecting the estate of William Williamson, dec'd,—deponent informed him what he knew about it, and that there was money in Asher William's hands, belonging to the estate of William Williamson, dec'd, which he had recovered of Benjamin Johnson, but that there was a mistake, that Asher had recovered more than was due, and the present suit was depending to recover it back—he asked deponent to let him see the receipt of William Williamson, his father as he said, deponent showed it to him, and read it to him—he said it was right, whatever his father had received ought to be paid back, if it had not been allowed—he called on deponent frequently and conversed on the subject, and finally proposed that he would settle with Johnson and pay him back the money himself, and then proceed against Asher for the whole amount he had received—he

proposed compromising it, and paying something less than the full amount due Johnson, and wished deponent to settle it with him, which deponent declined doing, and proposed that him and Johnson should meet at deponent's office and settle it, which he agreed to, and a day was appointed; and he requested deponent to make a calculation, which deponent promised to do, but did not make the calculation or <sup>1</sup> show him the receipt at that time. After he was gone, deponent made a calculation, he believes the paper, *Exhibit F.* to be the calculation he made; at the time of making the calculation he had the receipt of William Williamson before him, and believes the date and amount of the receipt to be truly stated in that calculation. After making it he put up the receipt among other receipts in a bundle of papers in the case, and put them in his paper case, and gave Johnson notice of the time of meeting. Deponent went from home, he thinks to attend a court at Trenton, and did not return on the day of the proposed meeting until in the afternoon—he found Benjamin Johnson and Abraham R. Sutphen at his office, and was informed that Abraham Williamson had been there, but that Mr. Bartles could not find the receipt, and Williamson had refused to do any thing.—Deponent then searched, but it was not in the bundle, and he has never been able to find it since. Deponent is entirely ignorant of what has become of it, but is satisfied that it must have been surreptitiously taken out of his office in his absence—that it is lost and cannot now be found. And farther saith not.

NATHANIEL SAXTON.

Sworn and subscribed before me, May 12, 1832,

THOS. GORDON, Master in Chancery.

Filed July 16, 1832.

The following exhibits were produced on the part of the complainant, and marked as Exhibits:

*Exhibit F.* A statement and calculation in the hand writing of N. Saxton.

*Exhibit G.* An exemplification of proceedings and decree between William Williamson and others Complainants and Samuel Williamson defendant.

*Exhibit H.* Exemplification of a judgment William S. Pennington

late Governor, &c. v. Benjamin Johnson survivor of Samuel Williamson, defendant.

*Exhibit I.* A deed, Edward Welsted, Esquire, Sheriff, to William H. Johnson and Clarissa Johnson.

On the 8th of April 1833, on a statement of the facts as is set forth and alleged in an order of this Court made on the 19th January, 1832. It was on the 8th of April, 1833, ordered and directed by Chancellor Seely, that the said order of the 19th of January be confirmed as fully as if the same was made at this date, and that this suit be and do stand revived and continued by and in the names of the said John T. Neely and William H. Johnson, Administrators, &c., of the said Benjamin Johnson, as Complainants against the said Defendant, pursuant to the Statute in such case made and provided.

On the 20th July, 1833, Interlocutory Decree made by Chancellor Seeley, referring it to Alexander Wurts, Esq., a Master, to take an account, &c.

On the 18th July, 1834, order by Chancellor Vroom substituting Master Andrew Miller, instead of Master Alexander Wurts.

The Defendant filed his affidavit taken before Master James S. Nevius, on the 15th July 1834, as follows:—

*Asher Williamson*, the defendant in this case, being duly sworn, according to law, saith, that on the 6th March, 1824, Abraham R. Sutphen, Administrator of Samuel Williamson and Benjamin Johnson, exhibited their Bill of Review against this deponent, William Williamson and Cornelius Williamson, defendants. That to the said Bill this deponent and the said William Williamson, and Cornelius Williamson filed their Plea and Demurrer which came on to be argued, and the Chancellor, as this Deponent was informed, delivered his opinion sustaining said Plea and Demurrer and that the said bill should be dismissed. And that afterwards, to wit, on the 15th day of October, 1827, the Chancellor ordered that the complainants have leave to amend the bill of Complaint in this cause by striking out the names of Abraham R. Sutphen as a complainant, and William Williamson and Cornelius Williamson as defendants, and also so much and such parts of the said bill as seek a review of the decree between William Williamson and others, complainants and Samuel Williamson defendant in the said bill mentioned and set forth and all other irrelevant matter in the said bill contained, so as

to confine the object of the said bill to the relief of Benjamin Johnson, against a judgment in the bill mentioned to have been obtained against him in the Supreme Court by this deponent, upon the said complainants paying the defendants' Solicitor the costs of the Plea, Demurrer, and argument in this case and amending the copy of the defendants' bill gratis. That in the said suit on the said bill of review, this deponent and the said William Williamson and Cornelius Williamson had employed Richard Stockton, Esquire, their Solicitor and Counsel. That Richard Stockton died sometime in the month of March, 1828, as this deponent hath been informed. That this deponent hath no recollection of ever seeing his Solicitor after the opinion of the Court was delivered. That when the opinion was delivered Mr. Stockton told him to go home and rest easy, that he would not be further troubled with that suit, and that it was at an end, and that he was clear of it. That he never knew of any order to amend until on inspecting the files of this Court this day he discovered it. That he is ignorant whether the costs of this deponent and the said William Williamson and Cornelius Williamson have ever been paid to their Solicitor, Mr. Stockton, or his representatives he has never heard of its being paid and does not believe that it has. That no amended copy of the complainants' bill has ever been served on him. That no subpoena in the above suit has ever been served on him. That some time after the death of Mr. Stockton a notice was served on him warning him to appoint a Solicitor in his place, but as the original suit was at an end as he conceived, and he had never any knowledge of any new suit by striking out the names of one Plaintiff and two defendants, and a considerable portion of the original bill, he was ignorant whether he could be considered his Solicitor in the new suit—nevertheless, he applied to Garret D. Wall and Alexander Wurts to do what was necessary for him. That since that time he has supposed the suit at an end, never having heard any more of it, more especially as Benjamin Johnson, the complainant hath since died. That no order reviving the suit has ever been served on him. That about three weeks ago he was informed by Mr. Wurts that a decree had passed against him in this case, and that it was referred to him as a Master to take an account. That he immediately called on him, brought to his recollection the fact of his having given him a fee in the case and that he believes that from some misconception between him and Mr. Wall in respect

to who was to act as the Solicitor, that neither of them entered an appearance for him in this suit. That on examining the proceedings in this cause it appears that a decree was signed on the 12th July, 1828, but not filed until 29th January, 1829. That the complainant produced documents, &c., in which is alleged that a subpoena in this case was served on this deponent, which is not true, and that Richard Stockton was Solicitor of this deponent, which is not true—unless his being Solicitor for this deponent and the other defendants in the bill of review made him such. It is also alleged that a copy of the amended bill in this case had been served on Mr. Stockton, but it is not alleged that the costs were either tendered or paid to him. That in the Term of January, 1832, it appears that the suit was ordered to be revived in the names of William H. Johnson and John T. Neeley, Administrators of Benjamin Johnson, and that on the 8th April, 1833, the said order was confirmed. And this deponent further saith that neither of the said orders were served on him. That in the Term of July, 1833, a decree was made against this defendant, in his absence and without notice. That he hath never had notice of taking any depositions and that he believed that the said suit was ended. And this deponent is advised that the said proceedings are irregular. And this deponent further saith that he is advised by his counsel that he hath a good defence to make in this case—that he is an administrator acting as Trustee for others, ought to make defence. That he is wholly ignorant of the receipt stated in said bill—of his personal knowledge, and that he is ignorant of the hand writing of William Williamson his intestate, and never saw said receipt or acknowledged or admitted it to be genuine or correct and has no reason to believe that it is. That he never heard that any such receipt was pretended to have been given or any payment to have been made, (except as the same may be stated in the answer of Samuel Williamson, which he did not credit,) until after he had obtained judgment, in the name of William S. Pennington, against the said Benjamin Johnson, and after the money was raised by Execution. That he never believed or admitted that the said money was paid, or receipt given, or in existence or lost, as stated in the said Bill, and that according to the best of his knowledge and belief, the said money mentioned in the said receipt, was never paid to the said William Williamson his intestate. That he cannot on inquiry ascertain that he was in this State at or about the time it is stated to have been given. That he verily believes

that it is his duty as a Trustee to make defence in this suit, and it was always his intention to do so, and has been prevented by his error in thinking that the suit was at an end when the plea and demurrer filed by Mr. Stockton, was sustained, and by his confidence, that if any thing was necessary to be done afterwards that it would be done by Mr. Wall or Mr. Wurts who were employed by him after he was warned to appoint a Solicitor in the place of Mr. Stockton. And that he is about to apply to set aside said Decrees, for irregularity and if he fails in that, upon the merits, and to allow him an opportunity for defence—that the said application, is not made for delay, but bona-fide to enable him to discharge his duty, and to have a Decree founded upon the justice and merits of the case.

On the 18th July, 1834. It was ordered on reading the said affidavit that complainants show cause on the first day of the next term why the Interlocutory decree made in the term of July last should not be set aside for irregularity, and if it should be held to be regular, then that the said complainants shew cause at the said time why the said Decree should not be opened and the defendant be permitted to file an answer, upon such terms as shall seem to the Court equitable and just, and in the mean time that the complainants do abstain from any proceedings under the said Interlocutory Decree, or from taking any account under the same.

On the 18th July, 1838, It was ordered that Defendant bring on the hearing of his rule to shew cause at the next term, or that it be discharged.

On the 22d January, 1839, on reading affidavit of Nathaniel Saxton, taken 21st January, 1839, An order was made discharging the rule to shew cause if cause be not shewn during that term, and substituting James N. Reading as Master.

On the 27th August, 1839. James N. Reading, Esq., one of the Masters, made a report whereby he found to be due complainants from defendant, \$1998.50 $\frac{1}{2}$ .

On the 16th October, 1839. Report confirmed and final decree by Chancellor Pennington, and execution issued returnable to April Term, 1840, for the sum reported to be due with interest from 27th August, 1839, and costs \$175, and interest.

On the 16th July, 1840, ordered all further proceedings on the execution be staid until the further order of this Court, and that in the mean time the execution and levy do stand as a security for the complainants until the further order of this Court.

On the 15th July, 1841, It was ordered that the Decree and proceedings thereupon had in this case do stand as a security for any amount that the complainants may be entitled to recover in this case, that the defendant have leave to file an answer within forty days from the date of this order and to examine witnesses, and to cross-examine any already examined, so that such examination be closed on or before the 20th day of September next, so that the cause may be heard at the next term of this Court, and that the complainants have leave to read the depositions heretofore taken, and that the defendant serve a copy of his answer gratis on the Solicitor of complainants, as soon as filed upon condition that defendant pay the costs taxed since the decree of July 20, 1833, and including said decree.

On 18th July, 1841, Defendant filed his answer, and paid the costs according to the said order.

No. V.

*The answer of Asher Williamson Defendant to the bill of Complaint Benjamin Johnson, Complainant—revived by order of this Court, in the term of January in the year of our Lord 1832, in the name of William H. Johnson, and John T. Neely, administrators of all and singular the goods and chattles, rights, and credits, which were of the said Benjamin Johnson, deceased, which said order was confirmed in the Term of April in the year of our Lord 1833,*

This defendant, now and at all times hereafter saving to himself all and all manner of benefit or advantage of exception or otherwise, that can or may be had or taken to the many errors, uncertainties and imperfections in the said Bill contained for answer thereto, or to so much thereof, as this defendant, is advised it is material or necessary for this defendant, to make answer to answering saith—that he admits that William Williamson the elder, in the Bill of complaint named, being seized of the farm therein mentioned made and published his last Will and Testament in writing in due form of law to pass real personal Estate of the date and contents in the said Bill set forth and that he died at the time also therein set forth, without revoking the same, leaving the children and widow named in the said Bill, but for greater certainty, this defendant, as to the date and contents of the said will refers to the same or a copy thereof when produced. And this defendant also admits that the said Patience Williamson, the widow of the Testator died about the time in the said Bill set forth, and that from the time of her death, until the sale thereof, in 1789, the said Cornelius Williamson, being the eldest son of the Testator,

occupied the said farm; but this defendant denies that to his knowledge or belief that the said Cornelius Williamson, came into the possession of the personal property of the said William Williamson or any part thereof and this defendant admits that the said Cornelius Williamson was the eldest son and heir at Law of the said William Williamson, and that he declined proving the said will, and that the said Samuel Williamson, the other Executor, proved the same at the time and before the Surrogate mentioned in the said Bill but whether he took possession of the whole or only a part of the personal property of his deceased Testator, this defendant knows not, and leaves the said complainant to make such proof thereof, as he may be advised.

And this defendant further answering, admits that after the death of the widow of William Williamson, the said Samuel Williamson, the executor, after giving notice of the time and place of sale, offered the said farm for sale, which may have been at the time stated in the said Bill, and afterwards conveyed the same to the said Cornelius Williamson, junior, who re-conveyed the same to the said Samuel Williamson, as set forth in the said bill. But this defendant denies that the said farm was struck off to the said Cornelius Williamson, junior, at such public sale, or that the said Cornelius Williamson, junior, made the best offer, or that the said Samuel Williamson had no better offer, or that the said sale was a fair, lawful or valid sale, or that the conveyance was valid. And he, this defendant, further admits that Abraham Williamson, one of the sons and devisees of the said William Williamson, died intestate and without issue, after the decease of the testator, and in the life time of his widow; and that he has heard and believes, and therefore admits that the said Samuel Williamson paid the two legacies of fifty pounds each to John Hull and Margaret his wife, late Margaret Larrew, and to the said Moyca Williamson, and took their receipts for the same, which may be of the date set forth in the said bill for that purpose—but for greater certainty this defendant begs leave to refer to the said several receipts when produced.

And this defendant further answering, saith, that he is entirely ignorant of the said Samuel Williamson dividing the residue of the proceeds of the said sale into four shares or parts—and he denies that to his knowledge or belief, the said Samuel Williamson, on the 2d day of April, 1792, or at any other time, paid to William Wil-

Williamson, one of the sons and devisees of the said William Williamson, the testator, the sum of £131 10s. or any other sum, for his one fourth part or share of the proceeds of the said sale—or that the said William Williamson made, executed, and delivered to the said Samuel Williamson an acquittance or discharge in full of his said share or legacy, bearing date on that day or any other day; and he also denies that to his knowledge or belief the said Samuel Williamson ever settled with Cornelius Williamson, the eldest son and one of the devisees of the testator, and paid him his one fourth part or share of the proceeds of the said sale, as is most untruly stated in the said bill—but he admits that he has heard, and been informed, and believes that the said Samuel Williamson paid to the said John Williamson, some sum or sums of money, on account of the legacy bequeathed to him by the testator, and that the said John Williamson gave him a receipt or receipts therefor, which may be of the date and contents set forth in the bill for that purpose, but without admitting or denying the same this defendant craves leave to refer to the said receipt or receipts for the date, sum and contents thereof, when the same may be produced, if the said complainants see proper to produce the same. And he also admits that the said Cornelius Williamson never did give any receipt or discharge to the said Samuel Williamson for his share, always alleging and insisting that he had never received any part thereof and the same remained unsettled at the time of his death; and also, that the said Cornelius Williamson made and published in due form of law his last Will and Testament, in writing, of the date and purport and effect in the said bill set forth. But this defendant as to the date and contents thereof refers to the same, or a copy thereof when produced—and afterwards died leaving William Williamson, Cornelius Williamson, Asher Williamson Joseph Williamson, Bernice the wife of Jacob Hop-pock, Patience Williamson and Moyca Williamson, him surviving.

And this defendant also admits that after the death of the said Cornelius Williamson, his said children and heirs, brought an action of ejectment against the said Samuel Williamson, for their father's share of the said land which had belonged to the said William Williamson, and which was then held by the said Samuel Williamson; but this defendant denies that the said action was brought for the surplus only, as is most untruly alleged in the said bill.

And this defendant further answering admits, that, on further ex-

amination and advisement, the said William Williamson, Cornelius Williamson, Asher Williamson, Joseph Williamson, Jacob Hoppock and Bernice his wife, Patience Williamson and Moyca Williamson, the children, heirs, devisees and executors of the said Cornelius Williamson, deceased, on the 20th day of December, 1809, filed their bill of complaint in this honorable court, against the said Samuel Williamson, the executor of the said William Williamson, deceased, which may be of the purport and effect in the said bill set forth and on the 10th day of July, 1810, the said Samuel Williamson, the defendant, filed his answer to the said bill, which may be of the purport and effect in the said bill set forth. But this defendant, as to the time of filing, both the said bill and answer, and the contents thereof, severally, begs leave to refer to the same, or true copies thereof, respectively, when produced, for greater certainty.

And this defendant further answering, admits, that issue was joined in the said cause, the examination of witnesses had, and the cause brought to hearing, and a decree made at the time, and to the purport and effect in the said bill set forth; but for greater certainty, this defendant refers to the said issue, examination and decree, or a true copy thereof, when produced, for the date and contents thereof, severally.

And this defendant further admits, that the said Master, James Linn, made a report on the 24th day of October, 1812, which may be of the purport and effect set forth in the said bill, and that the same was excepted to, the exceptions heard, and report confirmed at the time stated in the bill for that purpose; but this defendant, as to the date and contents of the said report, exceptions and confirmation, refers to the same severally, or true copies thereof, when the complainant shall produce the same.

And this defendant further answering, admits, that the said farm was sold, and the money or securities brought into court, as stated in the said bill, and that the said cause was heard on the equity reserved in September term, 1813, and on the 22d day of the same month, a decree was made which may be of the same purport and effect, as is set forth in the said bill; but for greater certainty, as to the date and contents of the said decree, this defendant begs leave to refer to the same, or a true copy thereof, when produced; and this defendant also admits, that a petition for rehearing was presented, and allowed, and the cause reheard, as is stated in the said bill, and

that on the 11th day of June, 1814, a decree was thereupon made, which may be of the purport and effect set forth in the said bill of complaint, but for greater certainty, as to the date and contents of the said petition, rehearing, and decree, this defendant begs leave to refer to the same, or true copies thereof, respectively, when produced.

And this defendant further admits, that the sum of \$4734.22 being the balance of the moneys arising from the said sales and the nett rents was, in pursuance of the said decree paid to the said Samuel Williamson, and thereupon he, the said Samuel Williamson with Benjamin Johnson, gave a Bond, to William S. Pennington, Esq., Chancellor, bearing date the 25th day of June, in the year of our Lord 1814, in the penal sum of \$5000, condition for the faithful performance of the trust reposed in the said Samuel Williamson by the Will of the said Testator, William Williamson; but for greater certainty as to the date and contents of the said Bond, this defendant begs leave to refer to the same when produced.

And this defendant, further answering, admits, that after the determination of the said suit, this defendant, by the order and as the Attorney of the said John Williamson, one of the children of the said William Williamson, instituted a suit against the said Samuel Williamson, in the Supreme Court, for his one-fifth part or share of the proceeds of the sale and nett rents of the said farm, under the said decree, and while the same was pending purchased the same, and afterwards judgment was obtained in the term of November, 1816, for the sum of debt and costs set forth in the said bill. And this defendant also admits that he obtained letters of administration of the goods, chattels and credits of the said Abraham Williamson, dec'd, another of the devisees of the said William Williamson, and as such administrator, commenced an action against the said Samuel Williamson, in the said Supreme Court, for the said one-fifth part of the said proceeds of the said sale, and nett rents, and in the Term of November, 1816, recovered judgment for the sum set forth in the said bill, and that executions issued upon the said several judgments; but for greater certainty as to the date and contents of the said judgments and executions, this defendant begs leave to refer to the same, or true copies thereof, when produced. And this defendant denies that the whole of the moneys so recovered were levied and made of the property of the said Samuel Williamson, but that a balance re-

mained due to this defendant upon the said judgments and executions, and still remains due, which this defendant believes exceeds 200 dollars; but for greater certainty as to the amount remaining due this defendant craves leave to refer to the Docket of the Sheriff, James S. Manners, who made the sales and received the moneys arising therefrom, and paid what was paid to this defendant.

And this defendant further answering, saith that he admits that Samuel Williamson died, at or about the time stated in the bill, at Abraham Terhune's, in the county of Somerset, intestate; but whether he left very little property, this defendant knows not, nor how long he had resided there—and he is ignorant of the grant of letters of administration, further than that he has heard that they were granted to Abraham R. Sutphen, but he leaves the complainant to make such proof in this respect as he may see proper.

And this defendant further answering admits, that on the twentieth day of December, in the year of our Lord 1820, this defendant, obtained letters of administration upon the Estate of William Williamson, the son of William Williamson, the testator, who died in the State of Kentucky, and that afterwards and after the decease of the said Samuel Williamson, he this defendant commenced an action in the Supreme Court of this State to the Term of September 1821, in the name of William S. Pennington, Esquire, late Chancellor, to the use of this defendant, as administrator of the said William Williamson, against the said complainant Benjamin Johnson, as survivor of the said Samuel Williamson, deceased, on the said Bond of the 25th day of June, 1814, for the performance of the said Samuel Williamson, of the trusts reposed in him, by the Will of the said William Williamson, deceased, and that he filed a declaration and obtained judgment writ of enquiry, final judgment and Execution, thereon, which may be of the date and to the purport and effect set forth in the said Bill of Complaint, but for greater certainty, as to the date and contents of the said judgment and proceedings, this defendant refers to the same when they shall severally be produced. And this defendant also admits that the said Sheriff, Edward Welsted, advertised the said sale as is set forth in the said Bill, and this defendant purchased the premises as therein stated, and that the said sale was afterwards discovered to be informal, in the manner set forth in the said bill, and the sale therefore abandoned, but this defendant was at the time he purchased the several tracts of land set forth in the

said bill ignorant of the informality of the advertisement and bought the same in good faith—and this defendant also admits, that the said property of the said Benjamin Johnson was again advertised for sale, sold and purchased by the said William H. Johnson and Clarissa Johnson, and this defendant paid, as is set forth in the said Bill of Complaint.

And this defendant further answering saith, that he has heard and believes it to be true, that the said Samuel Williamson, when he procured the said Benjamin Johnson to become his surety, received the said sum of \$4,734.22 in cash, and that he deposited in the hands of the said Benjamin Johnson, in order to secure him from any loss, the sum of \$2,000, or some other large sum of money, which sum remained in his hands at the time of the commencement of the action, in the name of the said William S. Pennington, for the use of this defendant, and that the said Samuel Williamson had abundant means to pay the sums due to the children and legatees of the said William Williamson, and if he had not it arose from his conveying his property to his children, without any valuable consideration, and for the purpose of defeating the claims of the said children and legatees; and this defendant further saith, that the said complainant Benjamin Johnson, as soon as he found that this defendant had commenced, or was about to commence an action against him, in the name of William S. Pennington, Chancellor as aforesaid, by a deed purporting to bear date on the 5th day of June, in the year of our Lord 1821, and to be made between the said Benjamin Johnson and ——— his wife, of the first part, and William H. Johnson and Clarissa Johnson, the son and daughter of the said Benjamin Johnson, of the second part, for the pretended consideration of \$10,000, did convey to the said Benjamin H. Johnson and Clarissa Johnson the three several tracts in the said Bill mentioned, with full covenants, which said deed was acknowledged on the 29th day of September, in the year of our Lord 1821, before Joseph Bonnell, Esq., one of the Masters of this Court, and recorded in the Clerk's office of the said county of Hunterdon, on the 1st day of October, in the same year, as by reference to the same or a true copy thereof, will more fully and at large appear.

And this defendant charges that the said deed was made without a valuable consideration, and was contrived of covin and fraud to defeat the recovery of this defendant, and to cheat and defraud him

out of the sum of moneys so as aforesaid recovered by him, and every effort was made by the said Benjamin Johnson, and his children, William H. Johnson and Clarissa Johnson, to prevent this defendant from recovering any thing under his said judgment, and to deter him from making any sale. They, the said William H. Johnson and Clarissa Johnson, made formal proclamation of their pretended title, and a parade of warning all persons from purchasing—and it was not until after this defendant had purchased the said property, and thereby evinced his determination to rely upon his legal rights, that the said Benjamin Johnson, William H. Johnson, and Clarissa Johnson, saw fit to abandon the pretended deed, so as aforesaid made, and the said William H. Johnson and Clarissa Johnson became the purchasers of the same property at Sheriff's sale, and afterwards hit upon the expedient of setting up the pretended receipt set forth in the said Bill of complaint.

And this defendant further answering saith, that he denies that he ever knew or believed that the said Samuel Williamson had ever paid to the said William Williamson, any part of the legacy so as aforesaid bequeathed to him by his father William Williamson, or that he ever was so told by any person, or ever admitted that the said Samuel Williamson had ever paid any part of the said legacy to the said William Williamson—and he expressly denies that the payment of the said sum of money pretended in the Bill of complaint of the complainant to have been made by the said Samuel Williamson to the said William Williamson, and the existence of the said receipt therefor, was well known to this defendant, or that he had repeatedly or at any time admitted the fact, that a payment had been made, or that after the commencement of the suit against the said Benjamin Johnson, and before the execution of the said writ of enquiry, or at any other time he had admitted that there was only \$1,000 or \$1,200 due to the said William Williamson, dec'd, on the said legacy, which was all that he expected to recover of the said Benjamin Johnson, or any other sum less than the whole amount of the legacy bequeathed to the said William Williamson, and ascertained in the before mentioned suit in Chancery, prosecuted by this defendant, and his brothers and sisters, against the said Samuel Williamson. And this defendant further denies that he ever saw any such receipt, or that any such receipt was ever shown to him by any person whatever.

And this defendant further saith, that he admits, that in the answer of the said Samuel Williamson to the bill filed by this defendant and his brothers and sisters, he, the said Samuel Williamson alleged that he paid and satisfied the said William Williamson and John Williamson, two of the sons and devisees of the said William Williamson, deceased, and entitled to one half of the proceeds of the said two tracts of land, and for all their claim for any overplus land that might be in the said two tracts of land, and in the same answer he also alleged that he settled with the father of this defendant for his share of the proceeds of the said land, so far as respects the said two hundred and ninety acres—and inasmuch as he altogether failed to prove that he had settled with the father of this defendant, as he had alleged in his answer, and offered no proof that he had paid and satisfied the said William Williamson, in support of the allegation in his answer, or showed, or pretended to have any receipt or discharge thereof; this defendant did not at any time believe the allegation in that respect contained in the answer of the said Samuel Williamson, the more especially as this defendant had never heard or believed that the said William Williamson ever came to New Jersey after the sale of the said farm of the said William Williamson, or that the said Samuel Williamson paid him on the 2d day of April, 1792, £131 10s., in full of his legacy or share of the moneys arising from the first sale of the farm of the said testator, or any other sum of money, except what is stated in the answer of the said Samuel Williamson, which this defendant never believed to be true.

And this defendant further answering, saith, that he knows not where the said Samuel Williamson died, or who had the custody of his papers, or when administration of his estate was granted, other than what he has heard, and what is stated in the complainant's bill of complaint in that respect, and he, therefore, neither admits or denies what is set forth in relation thereto in the complainant's bill,—and leaves the said complainant to make such proof thereof as he may be advised. He admits that letters of administration were granted to Abraham R. Sutphen, and he believes that the said Abraham R. Sutphen acted by the advice and request of the said complainant, in obtaining the said letters, and for the purpose of aiding and assisting him in his proceedings against this defendant, and this defendant believes that if the complainant had not interfered

in the matter, no administration would have been granted upon the estate of the said Samuel Williamson, until this day.

And this defendànt further answering, saith, that he denies that after the decease of the said Samuel Williamson, or at any time before he went to the house of the said Abraham Terhune, where he died, and examined his papers remaining there,—or that he ever made any search any where, among the papers of the said Samuel Williamson, or any other person, for a receipt or acquittance from the said William Williamson to the said Samuel Williamson, or for any other paper belonging to the said Samuel Williamson, as is most untruly set forth in the said bill—but on the contrary this defendànt never believed that any such payment had been made by the said Samuel Williamson to the said William Williamson, nor does he now believe it—nor did he at any time believe, nor does he now believe that any such receipt or acquittance was ever given by the said William Williamson to the said Samuel Williamson, as is pretended in the said bill of complaint, nor was any such receipt or acquittance ever shewn to him, or offered to be shewn to him, by any person, or seen by him, at any time—and he always believed, and still believes, that no proof entitled to credence, could be produced of such payment—and that no such acquittance or discharge ever existed, or could or would be produced—and this defendànt denies that he fraudulently and deceitfully denied, that any payment had been made, by the said Samuel Williamson to the said William Williamson, or that he did falsely and fraudulently conceal the same from the knowledge of the jurors of the said inquest, as is most untruly alleged in the said bill—and he admits that he did cause to be exhibited before the said inquest a claim for the whole amount of the share of the said William Williamson, dec'd, of the moneys arising from the second sale and nett proceeds of the said farm, upon the footing of the before mentioned decree of October, 1813, with the interest thereon, without allowing any credit for any payment—and that the whole amount of the said claim was assessed and found for the plaintiff, by the said inquest, as is set forth in the said bill—but this defendànt denies that he knew at the time, or suspected or believed or does now, that such payment had been made and acquittance given as is pretended in the said bill—or that the same ought to be credited, or that the sum so claimed and found was not due and owing by the said Samuel Williamson, as executor as afore-

said, to this defendant, as administrator of the said William Williamson, deceased—and he also denies that the said complainant was deceived and surprised by the conduct of this defendant, or had the slightest reason to impute any such surprise or deceit to the conduct of this defendant, which was honest, frank, and in strict conformity to the principles of law, justice and propriety, in enforcing an honest claim openly and by due course of law—and the attempt now made by the complainant to impute fraud and deceit to this defendant is as unfounded and unsupported even upon the facts alleged as it is untrue and unjust upon the true state of the facts—and this defendant humbly insists, that the complainant has been guilty, even upon his own showing of gross laches, and inexcusable negligence—neglecting the proper means of making a defence in the proper and lawful manner, relying upon the success of his fraudulent attempt to put his property beyond the reach of his creditors, in the hands of his own children—and it was not until he found himself defeated in that effort, that he seems to have resorted to this expedient, to accomplish the same end by other means. And this defendant insists that it is apparent from the statement of the complainant, that he voluntarily slept over the defence now set up, until he was awakened by discovering that this defendant had purchased his property at Sheriff's sale, notwithstanding his fraudulent conveyance to his children, and all his efforts to place his property beyond the reach of the judgment of this defendant would fail.

And this defendant further saith, that the complainant before this defendant caused an action to be brought against him upon the bond so as aforesaid given to William S. Pennington, in the lifetime of the said Samuel Williamson, well knew of the claim of this defendant as administrator of the said William Williamson, and that the said Samuel Williamson had conveyed and assigned all his property to his children, or some of them, or some other persons, to get rid of the payment thereof—and that he would be held liable for the same; and yet, by his own showing, being informed of the alleged payment, made by the said Samuel Williamson to William Williamson, he makes no defence and takes no measures to obtain evidence until he found that his effort to place his property beyond the reach of this defendant had failed—and this defendant avers, that at the time of the entering the judgment in the case of the said William S. Pennington, Chancellor, &c., against the said Benjamin Johnson, who hath sur-

vived the said Samuel Williamson, and the issuing of the execution thereupon, and the payment and receipt of the money thereon, as stated in the bill of complaint of the complainant, and this answer this defendant did not know, other than as is hereinbefore stated to have been alleged in the answer of the said Samuel Williamson, to the bill of complaint of this defendant and others against him, as is set forth in the bill of complaint of the complainant—and he did not believe that the said Samuel Williamson had ever paid any part of the moneys due to the said William Williamson—nor did he know, or believe, or had he heard to his remembrance, that the said Samuel Williamson had, or pretended to have any receipt or acquittance therefor—and this defendant verily believed that the allegation in the answer aforesaid, of the payment to William Williamson was equally untrue and unsupported by evidence as the allegation of a similar payment to Cornelius Williamson the father of this defendant, contained in the same answer—and he never took any measures, or did any act, or uttered any speech, which could mislead or deceive the complainant in relation to the said payment or receipt in any manner, whatever, or prevent him from making any inquiries or defence he might see proper—or induce him to suppose that he claimed less than the whole amount of the proceeds of the sale and nett rents of the said farm upon the footing of the decree of October, 1814, coming to the share of the said William Williamson—and this defendant avers that the said judgment set forth in the bill of complaint of the complainant, and referred to in this answer is still in full force, no ways reversed or set aside—that the matters in controversy, and the real substantial parties were the same and the whole merits of the case as stated by the complainant's bill might have been fully heard, tried and determined in the said action, and that the said judgment therein was obtained fairly and without fraud, covin or misrepresentation, or the taking of any undue advantage, and that no evidence has come to the knowledge of the complainant since the said commencement of the said action in which the said judgment was obtained respecting any of the facts alleged in the said bill which he might not have obtained and produced by the use of due and ordinary diligence in defence to the said action—and this defendant insists upon the said judgment, and claims the same benefit thereof as if he had pleaded the same in this cause—and this defendant, for the reasons and under the circumstances aforesaid, is

advised, and insists that the said complainant is not entitled to any relief against this defendant touching the matters complained of in the said bill—and this defendant also insists upon the said laches and negligence of the said complainant, and claims the full benefit thereof, as if the same had been pleaded also.

And this defendant further answering, saith that, he denies that the said Complainant had not access to the papers of the said Samuel Williamson or that he could not have found the papers of the said Samuel Williamson in relation to the said claim or any documents or vouchers to enable him to contest or to make any defence, against the same or to create a personal representative of the said Samuel Williamson, to investigate the state of his affairs, as well before, as after the entering of the said judgment against the said complainant, by the use of common and ordinary diligence and the appropriate enquiries and means for the purpose. All the parties and witnesses residing in the neighborhood of the complainant, and it not being pretended that any papers were concealed or suppressed from him, or that any witnesses denied or withheld their knowledge when applied to in relation to any matter touching the same. And this defendant being entirely ignorant of the means used by the complainant, to obtain information and papers respecting the pretended payment of Samuel to William Williamson other than what is stated in his bill of complaint, neither admits nor denies what is stated by the complainant in his bill for that purpose, and leaves him to make such proof thereof as he may be advised consistent with the rules of this Court—nor does he know any thing in respect to the said pretended receipt from William Williamson to Samuel Williamson, for one hundred and thirty-one pounds, ten shillings, bearing date the second day of April, seventeen hundred and ninety-two, set forth in the said bill of complaint, nor has he ever seen any such receipt—nor does he believe that the said William Williamson ever received the said sum of money or any part thereof, or ever signed any such receipt or acquittance, or ever was in the State of New Jersey at the time that it bears date, he, the said William having left New Jersey before the Revolutionary War—and he has been informed and believes, that the said William Williamson never could write his name or read writing. And this Defendant knows nothing of the loss, or mislaying of the said pretended receipt—and therefore, does not admit any such loss or mislaying—and hopes that the Complain-

ant may be compelled to make strict proof thereof, inasmuch as such pretences are easily made—and such would be the mode resorted to, if a pretended receipt should be set up.

And this Defendant further answering, denies, that to his knowledge or belief, he obtained the said Judgment and Execution against the said Complainant, for a much larger sum than was actually due, by any such fraud, deceit, concealment or surprise, as is pretended in the said Bill, or by any fraud, deceit, concealment or surprise whatever—or that the said Complainant had not the same means in his power, to obtain the said receipt, if any such existed, and to prove the said payment, and ascertain the amount thereof, as he has since discovered by the use of the same diligence and means, as he subsequently used—and this Defendant humbly insists that all the allegations contained in the said Bill, in respect to this Defendant, having heard of such payment being made, or seen the said acquittance and discharge, and well knowing of the same being given or admitted, that there was only a balance of ten or twelve hundred dollars, or declarations that he intended to claim no more, as is pretended in the said Bill, is utterly and entirely false.

And this defendant further answering saith, that a Bill was filed against this defendant, and his brothers, William Williamson and Cornelius Williamson, Executors of Cornelius Williamson, dec'd, by Abraham R. Sutphen, Administrator of the said Samuel Williamson, and Benjamin Johnson, the complainant, in the Court of Chancery of this State, on the 6th day of March, 1824, in which, among other things, a writ of ne exeat was prayed against this defendant; to which Bill this defendant appeared and filed his plea and demurrer, on the 13th day of October, in the same year.—And the said plea and demurrer coming on to be argued, the Chancellor decreed that the said plea and demurrer be allowed, but on the 15th day of October, 1827, gave the complainant leave to amend by striking out the names of Abraham R. Sutphen, as complainant, and William Williamson and Cornelius Williamson, as defendants, and also so much as seeks a review of the decree between William Williamson, and others, complainants, and Samuel Williamson, defendant, and all other irrelevant matter, so as to confine the object of the Bill to the relief of Benjamin Johnson, against a judgment in that Bill mentioned, to have been obtained against him in the Supreme Court, by Asher Williamson, the defendant, on the payment of costs. On

the 9th day of January, in the year 1828, the amended Bill was filed. In the month of March, in the same year, Richard Stockton, the solicitor and counsel of this defendant, died—he having before his death told this defendant, when the decision was made by the Chancellor on the plea and demurrer, to go home, and that he would not be further troubled with this matter.—After the death of the said Richard Stockton, and without any previous notice to this defendant, to his recollection or belief, on the 29th day of January, 1829, and without the payment of any of the costs, which was the condition precedent, for the leave to amend ordered by the Court, an order was illegally and upon false allegations obtained for the complainant to make proof of the allegations in the usual form. And this defendant avers that he was never served with any order, or warned to appoint a solicitor in the place of his deceased solicitor, Richard Stockton, to his recollection or belief, and he supposed that suit was ended. On the 19th day of July, in the year of our Lord 1832, an order was made suggesting the death of Benjamin Johnson, the complainant, and reviving the suit in the name of his Administrators, the present complainants. This order was never served upon this defendant, and was wholly illegal, there being no statute authorizing such revival, and the only mode of revivor then lawful, was by Bill of Revivor.

On the 7th day of October, 1829, the deposition of Peter Williamson was taken, without any notice to this defendant—and on the 7th day of May, 1832, his deposition was again taken without any notice to this defendant. On the 11th day of January, 1831, the deposition of Charles Bartles and William H. Johnson, were taken—and on the 13th day of the same month, the deposition of Abraham R. Sutphen was taken, without notice to this defendant—and on the 12th day of May, 1832, the deposition of Nathaniel Saxton was taken, and all the said depositions were filed on the 16th day of July, in the same year. On the 12th of February, 1833, an act of the legislature was passed, authorizing a revivor by rule in the case of the death of a sole complainant—upon the terms and in the manner stated in the said law. On the 8th day of April, in the same year, an order was made to confirm the previous order to revive.

And this defendant humbly insists that the said order to revive, and the order to confirm the same, were wholly illegal and void, and all

the depositions taken in the intermediate time were illegally and unlawfully taken, and the depositions ought not to be heard in this case. On the 20th day of July, 1833, an interlocutory order was made, referring it to Alexander Wurts, one of the Masters of this Court, to take an account, and on the 18th day of July, 1834, an order was made substituting Andrew Miller as Master, instead of the said Alexander Wurts,—and on the same day this defendant having been informed accidentally, of the said proceedings, and never before having the slightest idea, but that the said suit was ended—made an affidavit, and applied to the Court and obtained an order for the complainants to shew cause why the said decree and all proceedings should not be set aside or opened. On the 15th day of October, 1838, an order was made that this defendant should bring on the argument of the rule to shew cause at the next term, or that it should be discharged. And on the 22d day of January, 1839, an affidavit was made of the service of a copy of the before mentioned rule, and an order made discharging the said rule to shew cause, on the same day. On the 4th day of September, in the same year a report was made, and on the 12th day of October, in the same year a decree was made which was opened in the term of July last, and this defendant permitted to answer, as by the said several proceedings to which this defendant begs leave to refer, will more fully and at large appear.

And this defendant humbly insists that the said proceedings were and are void, in the first place, because the complainant had leave to amend only on condition of paying costs, which he never paid, or took any measures to pay; in the second place, that he never warned this defendant to appoint a Solicitor in the place of the said Richard Stockton, or gave this defendant any notice of the said proceedings although he lived within five miles of the residence of the Solicitor of the complainant. In the third place, the suit abated by the death of the complainant, and the order for revival was utterly void—and the order subsequently made to confirm the same, was also void, as not pursuing the act and not amending the complainants bill and order on defendant to answer the same—and the order discharging the rule to shew cause was irregular, and all the subsequent proceedings ought to have been vacated and set aside. And this defendant further saith, that the money which he recovered of the said complainant belonged to him as Administrator of the said

William Williamson, who died intestate, in the State of Kentucky, leaving issue, Abraham, William, Richard, John, Samuel and Cornelius,—Margaret Wilson, Mary Smoot, and Moyca Bailey, his next of kin. That the said Abraham Williamson, in his own behalf and holding letters of attorney from some of the other heirs of William Williamson, issued a citation in the Orphans' Court of the County of Hunterdon, returnable to the term of October, 1824, to shew cause why his letters of administration should not be revoked, and obtained a decree to that effect, and to the term of February, 1825 issued a citation out of the same Court for this defendant to account, and the said proceedings are still pending, Nathaniel Saxton, the Solicitor of the complainant being the Attorney of the said Abraham Williamson—and thus harrassing this defendant with a double and conflicting claim.

And this defendant further saith, that while the said proceedings were pending against him, at the instance of the said Abraham Williamson, by his attorney, Nathaniel Saxton, and when he supposed that the suit in Chancery, instituted by the complainant, was ended, he endeavored to free himself from the other demand, and accordingly, on the 28th day of September, 1831, he paid to the said Moyca Bailey and Thomas Bailey her husband, which said Moyca was one of the children of the said William Williamson, her full distributive share of the said estate, and took their receipt therefor, and on the 30th day of September, in the same year, he paid to Mary Smoot, another child of the said William Williamson, the full amount of her distributive share, and took her receipt therefor—and on the 2d day of March, 1833, he paid to Joseph Williamson, the attorney in fact of the said Abraham Williamson, William Williamson, Richard Williamson and John Williamson, and of Perry Weakley, administrator of Samuel Williamson, Cornelius Williamson, and Margaret Wilson, the other children of the said William Williamson, and next of kin, and took his receipt for their several distributive shares.

And this defendant further saith, that at the time that he made the said payments of the distributive shares to the said Thomas Bailey and Moyca his wife, Mary Smoot, Abraham Williamson, Richard Williamson, John Williamson and William Williamson, and Perry Weakley, administrator of Samuel Williamson, Cornelius Williamson and Margaret Wilson, severally, he fully believed that the suit so as

aforesaid instituted against this defendant, by the said complainant, was ended—and was wholly ignorant that it lay in waiting to be sprung upon him as soon as the contest with the heirs and distributees of the said William Williamson was ended.

And this defendant further saith that the said Thomas Bailey and Moyca his wife, Mary Smoot, Abraham Williamson, Richard Williamson, William Williamson and John Williamson, and Perry Weakley, administrator of the said Samuel Williamson, and Cornelius Williamson and Margaret Wilson, or their legal representatives if any of them be deceased, severally—ought to be, but are not made parties to the said bill, and he claims the same benefit as if he had pleaded such the want of parties in this case.

And this defendant denies all and all manner of unlawful combination and confederacy, wherewith he is by the said bill charged, without this, that there is any other matter, cause or thing in the said complainant's said bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed and avoided or denied, is true, to the knowledge or belief of this defendant, all which matters and things this defendant is ready and willing to aver, maintain and prove, as this honorable court shall direct; and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

GARRET D. WALL,  
Solicitor of Defendant.

New Jersey, Burlington county Court.—Asher Williamson, the above defendant, being sworn according to law, saith, that the contents of the foregoing answer, so far as they relate to his own acts or knowledge are true, and that what is stated therein on his information or belief he believes to be true.

Sworn at Burlington, this 18th August, 1841, before me, Charles Kinsey, Master in Chancery.

Filed August 18th, 1841.

The defendant paid the costs prescribed by that rule.

Order for closing testimony, enlarged from time to time, on application of Complainants until 30 days from 11 November 1842.

*Examination of witnesses, &c., in a cause depending in the Court*

of Chancery of the State of New Jersey, wherein William H. Johnston and John T. Neely administrator of Benjamin Johnson are complainants and Asher Williamson is defendant, taken at the House of William Snowden, Inn-keeper in the city of Trenton, on Tuesday the 7th day of September, in the year of our Lord 1841, before William P. Sherman, one of the Masters and examiners of the said court, in the presence of Nathaniel Saxton, by James N. Reading, Esquire, Solicitor and of Council and with said complainant, and of Garret D. Wall, Solicitor and of Counsel for the said defendant.

By consent of parties, the examination of witnesses was adjourned until Wednesday, the 8th day of September.

Wednesday, September 8, 1841.

*Peter Williamson*, being a witness whose deposition has been taken ex parte on the part of the complainant being called by the defendant for the purpose of cross examination, being duly sworn, deposes and saith, I reside in the township of Amwell, County of Hunterdon and State of New Jersey. I shall be 79 years old the 24th of July next my uncle William removed from New Jersey before my recollection. It was said he moved to Virginia. That's hearsay. He was at my fathers a long while ago I forget whether I was married or not. It was after my grandfather's death. My grandfather died before my recollection. I don't know exactly whether it was before my father sold my grandfather's property or not. I was grown up. It was said he came up to get money of my father, as <sup>1</sup> Executor of my grandfather, I dont know whether he got money the first time or not, whether he got the money the first or second time he came I cannot recollect, but I once wrote a receipt, I don't know how long it was between the first and the second time he came. I think, he lived in Virginia when he came the second time, never brought any of his family with him, but came alone both times. When he came the first time, I lived in Amwell with my father, and don't know but I did the second time. I lived with my father one year after my marriage. I think I was married in my 22d year. My first marriage. I then moved to six mile run near Brunswick. I lived there two years. Then went to my fathers with an intention of moving on the old homestead of my grandfather, but was prevented because my uncle Cornelius was living on it. He was in two

---

<sup>1</sup> p. 2.

or three weeks, during which time I staid at my father's then I moved on the old homestead Farm. I lived there a considerable time. Don't know whether I lived there when it was sold by master Linn. No ejectment was ever served on me. I did not live there when my brother Cornelius bought the property of my father as Executor of my grandfather, I did not go to live there till after that, it is 33 or 4 years. I think 33 years since I moved away from the homestead. All this I could tell exactly if I was at home. When my uncle William came the second time I lived on the old place—the old homestead. I remember this by the fact that he went with me at that time to grandmother De Hart's burying, My grandmothers name was<sup>1</sup> Moyca she was burried at Six mile run. I think my uncle William was in about a month but can't be positive as to the time—He staid at my father's the principal part of the time while he was in. I should not like to be right sure whether the receipt I spoke of was given the first or second time nor do I remember the sum, nor whether I saw any money paid. The receipt was for his Legacy. I wrote the receipt, uncle William signed it. There was some little dispute about it by my father. I wrote a receipt first. My father did not like it and stated his objections, it was burnt, and he told me how I should write it. Uncle William signed or made his mark. He sat by when I read it, am not sure whether he signed or made his mark, think he signed it, am not sure whether he could read writing or not, but he looked at it as if reading a considerable time. John Hull who married my aunt Margaret was present at the time, nobody but us three and aunt Margaret and uncle John were present at the time, I don't now remember of any body else being present at the time. I read the second receipt aloud in the presence of uncle William and the others. This took place at John Hull's house. I asked my father at his own house which is  $4\frac{1}{2}$  miles from the homestead why the business could not be done at home. He said it could not, but must be done at Hull's that uncle Bill would be there, uncle Bill was not present at this conversation between me and my father, John Hull lived on a lot which I believe belonged to his wife aunt Margaret about a half a mile from the homestead.<sup>2</sup> The receipt was given after the funeral of Moyca De Hart. I think the receipt was in full of uncle William's share of grandfather's Estate. There was money

---

<sup>1</sup> p. 3.

<sup>2</sup> p. 4.

handed about, but I don't now recollect the amount. Don't know that uncle William owed father anything or that father ever paid him anything before father took the receipt home. Don't know that I ever saw it afterwards. There has been great inquiry for it. If I have ever seen it since, I have forgotten it. I never showed it to Asher Williamson. I could not show it for I *hadent* it. Never that I know of told Asher Williamson that such a receipt had been written by me and signed by my uncle William. Don't know that I recollect the amount of the receipt. There was no other receipt given or payment made at that time nor about that time that I know of. If there was I should have wrote it but I did'nt. Aunt Moyca Williamson lived with me at the old homestead at the time of the receipt. I expect she had a money legacy left to her by her father—was never present at any payment to her by my father. I recollect on one occasion hearing aunt Moyca Williamson growl at her son who lived with her, and who had bought a horse with money obtained from her. She said that money would soon be gone, and I supposed she alluded to the legacy from her father. Father did not pay any money that I remember to aunt Margaret or uncle Hull the day of the receipt from uncle William, nor do I recollect to have seen any money paid by my father to<sup>4</sup> either of them for her legacy. They might have paid it a hundred times and I not been present. I never drew a receipt that I remember from John Hull and Margaret his wife, to my father as Executor of my grandfather, for her legacy. I think if I had I should remember it, but do not remember it. I never witnessed such a receipt. I don't know of any other receipt than that from uncle William on the day that was given. At the time uncle William got the money, uncle John lived in Virginia, as was said. He was in after the second visit of uncle William. I remember that perfectly well, because he borrowed a book of me which he promised to return, but never did. Don't remember how long it was after uncle William was in, that uncle John came—can't recollect whether it was about that time or some two or three years afterwards. I was once at uncle William's and uncle John's in Virginia, they lived not far apart—I guess it was before he, uncle William, was in. It might have been after the first time. I went there to spend money, as my father said. It was the second year after I was

married. I went there to see the country. Can't tell what part of Virginia it was. I understood uncle William moved away from Virginia afterwards, but whether he did move, and where he did move, I do not know. The grave-yard where grandmother, Moyca De Hart, was buried, is a mile below the present church towards Brunswick, between the Turnpike and the old road. I expect the time of her death appears upon her grave-stone. Don't recollect being at Joseph Kughler's Tavern, in Amwell, with my father and Asher<sup>1</sup> Williamson, respecting the estate of my grandfather. Don't know that I ever recollect seeing William Maxwell, Esq., with my father and Asher Williamson at Kughler's; if I did I have forgot it. Don't recollect any thing about that receipt having been exhibited to Asher Williamson at Kughler's. I think if I had ever been present when that receipt was exhibited, I should now remember it. It was disputed one spell whether there was a receipt at all or not. Benjamin Johnson asked me about it, and I told him I recollected it perfectly well, and then Johnson and myself made a search for nearly a day among my father's papers, but could not find it. I told Mr. Johnson I was sure there was such a receipt. This was sometime after my father's death. Don't know that I ever had a conversation with Asher Williamson at Pennington or elsewhere, about said receipt. Don't remember being examined as a witness in the Chancery suit between my father and the heirs of my uncle Cornelius. I don't remember being examined before James Linn. I remember being in Pennington once, but don't remember what took place; I am of opinion that Uriah Bonham came to uncle John Hull's while we were settling that business. I knew him—it was said that Bonham lived in Kingwood not a great ways, two or three miles from the<sup>2</sup> old place. He was considerable older than me. He is not living now. I know I lived on the homestead place several years, don't remember how many. I moved away from it before the last war—can't tell whether I lived on it till it was sold by Master Linn or not. I might have made this all out by writing, I have at home, if I had a little notice. I moved from the place to Flemington, and kept a tavern two years, belonging to John Van Middlesworth. Then I bought a house at Rice Field, in Somerset county, about 2½ miles from Flagtown. I got license, and kept a Tavern at that house two years. I went to

---

<sup>1</sup> p. 6.

<sup>2</sup> p. 7.

Rice Field in 1812. I moved from Rice Field to Amwell, where John Hill now lives, I lived there a year, and then went down to the river, near John Phillips' Mill, below Lambertsville. I staid a year at Phillips' Mill; then went to John Knowles' about a mile from the river, where I lived a year; I then went to the place where I now live, where I have been ever since. I think it is ten years next spring that I have been there, but I am not right sure. There was no farm to the Tavern at Ricesfield. I gave fourteen hundred and fifty dollars for it—I got part of the money from my father to pay for it. Don't know how much. Guess somewhere about half of it. All this I could tell if I was home. Never got any money from him since or before. How my father's property was at his decease, is more than I know; but think there was more due to me if it had been <sup>1</sup> divided, but we never could find his Will—he made a Will I know. He died at Abraham Terhune's, near Princeton, and I always thought they knew what became of the Will. Abraham Terhune married my sister. My father lived at Terhune's two years, more or less, till his death. Don't know what property he had when he went to Terhune's. Don't know of my own knowledge any thing of my fathers getting five or six thousand dollars after the Chancery sale, by Master Linn, of the Homestead, but have heard people talk about it. I don't remember that I ever told Asher Williamson that I was present at any payment from my father to uncle William, or of any such payment; if I did, I have forgotten it. There are many things asked me now which I do not remember.

And in answer to questions put on the part of the Complainants, the witness further saith (being shewn a paper marked *Exhibit B.*) the signature Peter Williamson as a witness, on the paper, is my signature. Don't know Uriah Bonham's hand writing, but expect that signature is his hand writing, or it would not be there. The body of the paper is my hand writing, and so is the name of Margaret Hull. She made her mark, not being able to write. I don't know that I have any recollection of the occasion when that paper was made. I guess it was not at the time uncle William gave his receipt at John Hull's. I remember that I made a mistake in the date. I wrote it the first day of the month; father said it was the second, not the first, and I immediately <sup>2</sup> made the alteration. The

---

<sup>1</sup> p. 8.

<sup>2</sup> p. 9.

paper was executed the very day it bears date—I saw John Hull sign it, and Margaret Hull make her mark.

And in answer to questions put on the part of the défendant, the witness further saith :

The receipt marked *Exhibit B*, was made at John Hull's house. I think my uncle William was not present. It was done some time after he went away the last time—can't tell how long it was after uncle William went away—can't tell whether Bonham was there by accident, or whether he was sent for at the signing of *Exhibit B*. I remember well what Bonham said at the time.—Aunt Margaret was growling at the amount.—Bonham said to her, you ought not to growl, it was not the fault of the Executor—her father had done it. Bonham, I think, was present when uncle William gave his receipt, but can't be certain.

PETER WILLIAMSON.

Sworn and subscribed at the house of William Snowden, in the city of Trenton aforesaid, the 8th day of September, 1841.

WM. P. SHERMAN, M. C.

*Abraham R. Sutphen*, of the township of Raritan, in the county of Hunterdon, a witness examined on the 13th of January, 1831, on the part of the complainants, being called, on a cross examination, on the part of the défendant, the said défendant protesting that the said examination was illegal, and not waiving any objection thereunto, saith :—I am about sixty years of age<sup>1</sup>—I took out letters of administration of the estate of Samuel Williamson, dec'd—I was not at all related to him—I was not a creditor, nor had any concern or interest in his estate.—It is so many years ago, I do not recollect at whose instance I took out the letters—I believe it was at Benjamin Johnson's request—can't say who paid the expenses of the administration—I have not got the letters, and do not know where they are—I was a very distant relation of Benjamin Johnson's, so far that I am not able to say what the relationship was—don't recollect any thing of authorizing a Bill to be filed for me as Administrator of Samuel Williamson against Asher Williamson and others—don't recollect ever seeing counsel in the matter—it appears to me that there was some little estate of Samuel Williamson—it was a

<sup>1</sup> p, 10.

trifle any how, and I don't recollect now what it was—I never knew the hand writing of William Williamson, the brother of Samuel, or of Peter Williamson, the son of Samuel, or of Uriah Bonham—never saw any one of them write—I saw a receipt purporting to be given by William Williamson, to Samuel Williamson, Executor of William Williamson, dec'd—I don't recollect the exact sum—it was in pounds, and was over an hundred pounds—don't know whether it was genuine or not—I thought it was, it appeared so—the receipt was for a hundred and thirty some pounds—I saw the receipt in '27 or '28, I think, but can't be certain as to the time—I think something has passed between Asher Williamson and me about the receipt, but what it was I cannot say—don't recollect that Asher Williamson,<sup>2</sup> ever admitted to me that the receipt was genuine, or that he had any knowledge of it—I recollect hearing Asher Williamson say, that if they could find such a receipt, he was willing to pay it, provided he could be clear in so doing—he said he didn't believe there was such a receipt—I cannot tell when or where this conversation was, or whether any person was present—I knew Peter Williamson by sight for some time—I know nothing about his character for truth and veracity—I have been out of the neighborhood for many years.

And being examined further on the part of the complainants, saith:—I recollect further, that in a conversation between Asher Williamson and myself, Mr. Williamson said, that if there was a receipt, Benjamin Johnson ought to have the money back again—and he certainly admitted to me there was such a receipt—I can't remember whether the conversation now alluded to was before or after I filed the original Bill with Benjamin Johnson against Asher Williamson, and others—it was after we went to Terhune's to look for the receipt.

ABRAHAM R. SUTPHEN.

Sworn and subscribed before me, at the house of William Snowden, in the city of Trenton, aforesaid, the 8th day of September, A. D. 1841.

WM. P. SHERMAN, M. C.

A copy of deed from Benjamin Johnson to William H. Johnson

and Clarissa Johnson was produced and offered on the part of the defendant and marked *Exhibit No. 1.*<sup>1</sup>

An exemplification of a judgment in the Supreme Court of New Jersey, by William S. Pennington, late Governor, against Benjamin Johnson, survivor of Samuel Williamson, deceased, was offered in evidence on the part of the defendant, and marked *Exhibit, No. 2,* for defendant.

*William H. Johnson*, a witness who was examined on the part of the complainant, on the 11th of January, 1831, in the lifetime of his father, and being now cross examined on the part of the defendant, the defendant excepting against the legality of his evidence, and not waiving any exception thereto, and the witness desiring to be excused inasmuch as he was a party in the cause, being duly sworn, according to law, saith, I am one of the grantees in this deed (*Exhibit No. 1.* being shown him). The three tracts described in *Exhibit No. 1.* are the same three mentioned in the Sheriff's levy in *Exhibit No. 2* That was all the land belonging to my father, excepting a wood lot of about nine acres, called the Field lot, which was sold after his death by the complainants in this cause. John T. Neeley married Clarissa Johnson the sister of the witness, and the other grantee, mentioned in *Exhibit No. 1.* Clarissa and myself were the only children of Benjamin Johnson, my sister and myself became the purchasers at the second sale, made by Edward Welsted, Sheriff of Hunterdon, mentioned in the pleadings in this cause. We paid the purchase money to Mr. Welsted, also mentioned in said pleadings. The money I borrowed—some of my uncle Lawrence Hann, of Morris, and<sup>2</sup> some of my father-in-law, Jacob Case, of Hunterdon. This suit was instituted to recover back such amount of money as should appear was not due on the judgment. In respect to the receipt mentioned in my principal examination in 1831, I did not know the hand writing of Williamson or Uriah Bonham, I never saw either of them write, nor never knew either of them, could not say as to the hand writing of the body of the receipt, can't say whether the name of Peter Williamson or Uriah Bonham were subscribed as witnesses thereto, but do recollect that the name of William Williamson as signer of the receipt was there.

---

<sup>1</sup> p. 12.

<sup>2</sup> p. 13

I never employed counsel in the case, during my father's life, nor did I ever advance money to my father to employ counsel with. I did not authorize my father to institute the suit.

*Question by Mr. Saxton.* Had you ever a conversation with Asher Williamson respecting this case, and the payment by Samuel Williamson to his brother William?

*Question objected to by Mr. Wall*—Insisting that it is unlawful, and that the witness is not competent to testify to any news matter in this case.

*Witness.* Asher Williamson and Neely and myself had a conversation on the porch of the county tavern at Flemington. I and my brother-in-law felt anxious to settle, and thought we could settle. Mr. Williamson said he understood there was such a receipt, and he was willing to settle if he could satisfy the heirs. He never made any objection to the genuineness of the receipt, nor did I ever hear any<sup>1</sup> such objection before to-day. This conversation was after the death of my father, but how long after I cannot tell. My father died in August, 1831, I think.

*Question by Mr. Saxton.* Did not Abraham Williamson, who professed to be the son of William Williamson, tell you some time after you saw the receipt, that it could not be produced?

Mr. Wall objected to the question, as unlawful, and that the witness is incompetent.

*Witness.* He did, and defied us to produce it, and said if we could produce it it should be paid.

WILLIAM H. JOHNSON.

Sworn and subscribed at the house of William Snowden, in the city of Trenton, aforesaid, the 8th day of September, A. D. 1841.

WM. P. SHERMAN, M. C.

*James S. Manners*, of the township of Hopewell, in the county of Mercer, a witness called on the part of defendant, being duly sworn according to law, on his oath saith, I was formerly sheriff of the county of Hunterdon, and as such received two executions against Samuel Williamson—one at the suit of Asher Williamson, administrator of Abraham Williamson, for \$2403.46 damages and taxed costs as of the 2d Tuesday of November, 1816—execution came into my hands 20th of January, 1817; the other at the suit of John

---

<sup>1</sup> p. 14.

Williamson, for \$1297.81,<sup>1</sup> judgment entered and execution delivered the same day as the other judgment,—both out of the Supreme Court. By virtue of those executions I made a levy on one clock and case, on one patent stove, three beds and bedding, ten chairs, household and kitchen furniture, one horse, four cattle, one riding chair, grain in the sheaf and grain in the ground. Also, on a lot of land, said to contain 18 acres, situate in the township of Amwell, then in the tenure of John Williamson. Also, on all the right and interest of the defendant in the farm he then lived on—the whole valued at one dollar, subject to prior legal incumbrances. After considerable negotiation between the parties, as mediator, I finally got Asher Williamson to receive in paper from old Samuel Williamson, \$3502.90, on the 16th of September, 1817, ten months and a few days after the judgment. In March, 1821, I sold the lot of land of eighteen acres, on the 15th of March. It brought \$201, or thereabouts. I was instructed by Asher Williamson's attorney to prosecute a sale of his right in the farm he occupied—a life right. Samuel Williamson died somewhere in the month of April following, I believe, before the sale was matured, leaving a balance unpaid, which on the 15th of March, 1821, amounted to four hundred and from seventeen to twenty-one dollars, observe, in the amount given other than the balance unpaid, I have not included Sheriff's execution fees.<sup>2</sup> That balance has never been paid since, to my knowledge. Samuel Williamson had not, that I know of, put his real estate out of his hands by making a conveyance to his children. The only real estate he owned was a lot of eighteen acres, and a life estate in right of his wife in a farm of about two hundred acres. Some time after the paper payment to Asher Williamson, a year or so perhaps, he, Samuel, went to live with his daughter, Mrs. Terhune, somewhere near Princeton, Somerset county, and took with him his effects, I believe. I am acquainted with Peter Williamson.

*Question by Mr. Wall.* What is the general reputation of Peter Williamson, the witness who has been sworn in this case, in the neighborhood where he lives for truth and veracity?

Mr. Saxton objects to the question, insisting that it ought to be, What is his general reputation for truth and veracity under oath as a witness?

---

<sup>1</sup> p. 15.

<sup>2</sup> p. 16.

*Witness.* I have never lived exactly in the neighborhood of Mr. Williamson, I believe Mr. Williamson is allowed to talk a little at random, as some of the rest of us do sometimes. I have frequently heard his general reputation for truth and veracity doubted, but with what propriety I cannot say. I lived, till this spring, between six and seven miles from the old Homestead farm of William Williamson, and about nine miles from Flagtown, and eleven and a half miles from Ricefield, and not more than six miles from where he, Peter Williamson, has lived the last ten years. We lived in the same township during the last ten years, until the township was divided about three years ago. That <sup>1</sup> division threw me into Raritan, and left him in old Amwell township. Since last spring I live within about four miles of him. I have known him thirty-five, certainly—perhaps forty years. This has been his reputation with some people during the whole time I have known him. Personally, Mr. Williamson has always treated me well, and there has always been the utmost kind feeling between us.

And being cross examined on the part of the complainants.

*Question by Mr. Saxton.* Have you ever heard a respectable reputable man say that Peter Williamson was not to be believed under oath as a witness?

*Answer.* I have heard a respectable man say, that there was a case in which he tripped, and he, the person that spoke, knew it; I mean by tripped—swore falsely.

*Question by Mr. Saxton.* Was that man interested in that case?

*Answer.* No, not at all—no connexion with it.

*Question by Mr. Saxton.* Did you ever hear any other man say that he knew it?

*Answer.* No; not that they knew it, but that they doubted the truth of what Williamson had said under oath, as a witness in any other case, than the one <sup>2</sup> before mentioned. I never heard any thing against his general character for truth and veracity under oath in relation to any other cases than the one mentioned. That case was on his application for a pension from the United States, as a Revolutionary character. Henry Gulick, Williamson's brother-in-law was the man who said Williamson had sworn falsely, and he knew it. He said they were boys together, and he knew William-

---

<sup>1</sup> p. 17.

<sup>2</sup> p. 18.

son's statement was not so. He told me at my house. I have heard a great many who spoke about it express the same opinion. I never heard any one speak about it who did not say he doubted the truth of Williamson's story. Henry Gulick was the only one I ever heard say he knew that Williamson's statement was false. I heard Peter J. Clarke say that he doubted that Williamson was entitled to the pension. Mr. Clarke received Williamson's pension for him, at Trenton, as he told me, on the way up. I do not know that I could name any other person who expressed the same opinion; but whenever I have heard any one talk about it, they have always expressed the same opinion. I do not know that Henry Gulick ever saw Williamson's affidavit for a pension. He went upon the presumption that Williamson had made affidavit to sufficient service to draw a pension, and he said that he knew that he was not out more than two months.

JAMES S. MANNERS.

Sworn and subscribed at the house of William Snowden, in the city of Trenton, aforesaid, the eighth day of September, eighteen hundred and forty-one, before me.<sup>1</sup>

WM. P. SHERMAN, M C.

Adjourned till to-morrow morning at half-past eight o'clock.

Thursday, September 9, 1841, Half-past 8 o'clock, A. M.

*George Holcomb*, of the township of Kingwood, in the county of Hunterdon, a witness produced on the part of the defendant, being duly sworn according to law, saith, I have lived on old Judge Runyan's farm, so called, seventeen or eighteen years. If I live to see December 7th I shall be seventy-one. I have been in the mercantile and milling business, together, ever since I was a little rising twenty, till within twenty years back. I lived in the county of Hunterdon all the time, but about five years during the war, when I lived in New-Brunswick. I am acquainted with Peter Williamson, the son of old Samuel Williamson. I lived within about two miles of him, until about a year or two before I went to New Brunswick, in eighteen hundred and ten or eleven.

*Question by Mr. Wall.* What is and has been the general repu-

---

<sup>1</sup> p. 19.

tation of Peter, Williamson in the neighborhood where he has lived among his neighbors for truth and veracity?

Mr. Saxton objects to the question.

*Witness.* Not good.—His character generally is decidedly bad; a man of no truth.

And being further examined on the part of the complainants, the witness further saith:

Can't say I ever heard that he could not be believed<sup>1</sup> under oath. I have had great dealings with him, and found him a man void of principle and truth. I once lent him \$1250 to pay off a mortgage which one Whitenack had against his property. He gave me a bond and mortgage for the amount. He took the money and appropriated it to other purposes, never paying off Whitenack's mortgage, and I lost the whole of it. It was 1200 or \$1250, I forget which. This was while I lived in New Brunswick.

GEORGE HOLCOMB.

Sworn and subscribed before me at the house of William Snowden, in the city of Trenton, aforesaid the 9th day of September in the year of our Lord, 1841.

WILLIAM P. SHERMAN, M. C.

*William Rake*, of the township of Delaware, in the county of Hunterdon, a witness produced on the part of the defendant, being duly sworn according to law, saith, I was 64 the 13th of last June. I have always lived in the county of Hunterdon, except three years, when I lived in the county of Philadelphia. I lived about  $2\frac{1}{2}$  miles from the farm where Williamson lived, until Williamson left the county, except about a year or so at the latter end of the time, I lived at Flemington, about seven miles from him. I was constable at Amwell seven years of that time.<sup>2</sup>

What was and is the general reputation of Peter Williamson among his neighbors for truth and veracity?

*Witness*—It stood very bad for both truth and honesty, and has done so ever since I first knew him, which was before he moved on the old homestead farm.

By agreement of Counsel Mr. Rake states: I went yesterday to the burying ground described yesterday by Peter Williamson, to see

<sup>1</sup> p. 20.

<sup>2</sup> p. 21.

the grave stone of Moyca De Hart. I took a young man with me from Six Mile Run. We found her grave stone, but the date of her death was not on it. I then went to the daughter of Moyca De Hart, Sarah De Hart, she produced an old Dutch Bible, which she said was the family Bible, containing the family record of births and deaths. The old lady's death was there recorded. It was 14th of March, 1790. I told her it was the grandmother of Peter Williamson I wanted to know about. She said that was the lady.

And being cross-examined on the part of the complainants the witness further saith, I have heard something said against the character of Peter Williamson as a witness under oath. He was called on a trial once at Sergeantsville, and swore there to what the people of the neighborhood generally said they believed was not true. I know of no other instance where his truth under oath was questioned. Don't recollect what he swore at Sergeantsville.

WILLIAM RAKE.<sup>1</sup>

Sworn and subscribed before me, at the house of William Snowden in the city of Trenton, aforesaid, the 9th day of June, A.D. 1841.

WILLIAM P. SHERMAN, M. C.

*Charles Bartles*, Esq., of the township of Raritan, in the county of Hunterdon, a witness produced on the part of the defendant, being duly sworn, on his oath saith:—the receipt I spoke of on my former examination, I think purported to be signed by William Williamson—I don't recollect whether the name was signed or a mark made—I did not know the hand writing—I was not acquainted with the parties, and knew nothing about it—I don't know who signed as witness, nor whether it was genuine—all I knew about it was, that there was such a paper. Mr. Abraham Williamson was a client of Col. Saxton's, in another suit against Asher Williamson, at the time mentioned in my former examination. That was a suit in Chancery, returnable April term, 1825, commenced by this Bill, (Bill marked *Exhibit 3.*)—There was also a proceeding on citation, issued out of Hunterdon Orphans' Court by Abraham Williamson, against Asher Williamson, Administrator of William Williamson, dec'd, returnable February term, 1825. My impression is, that there was a proceeding in Hunterdon Orphans' Court by Abraham Williamson, in which

<sup>1</sup> p. 22.

Mr. Saxton was his counsel, to revoke the letters of administration of Asher Williamson, Administrator of William Williamson, dec'd. Don't recollect whether there was a decree revoking the letters or not.

All the time which I mentioned on my former examination, during which Abraham Williamson was at the office<sup>1</sup> of Col. Saxton, I think he was a client of Col. Saxton's.

And on a cross examination on the part of the complainants, he further saith:—I was not acquainted with the hand writing of William Williamson—I am still of the same opinion that I was on my former examination, that Abraham Williamson stole the receipt therein mentioned. I do not know what became of that Chancery suit—I think Abraham did not prosecute either of the suits against Asher, after the receipt was missing.

C. BARTLES.

Sworn and subscribed at the house of William Snowden, in the city of Trenton aforesaid, before me, on the 9th day of September, 1841.

WM. P. SHERMAN, M. C.

The counsel of the defendant presented the exemplification of a decree in Chancery, between William Williamson, and others, complainants, and Samuel Williamson, defendant, which was marked "*Exhibit 4*, for the defendant."

Counsel for defendant presented a receipt signed by Joseph Williamson, and Asher Williamson, in the hand writing of Henry W. Green, Esq. The hand writing of Mr. Green was admitted, and the paper marked "*Exhibit 5*, for the defendant."

Also a receipt from Mary Smock to Asher Williamson, Administrator of William Williamson, dec'd, dated September 30th, 1831, which was marked "*Exhibit 6*, for the defendant." Hand writing of Elisha Warford admitted.

Also a receipt from Thomas Bailey, and Moyca Bailey, to Asher Williamson, Administrator of William<sup>1</sup> Williamson, dated September 28, 1831, which was marked "*Exhibit 7*, for the defendant," hand writing of Elisha Warford admitted.

Also a copy of the letter of administration, granted in Kentucky, to Perry Weakly, of Margaret Wilson, Samuel Williamson, and Cornelius Williamson, which was marked "*Exhibit 8*, for the defendant."

<sup>1</sup> p. 23.

<sup>2</sup> p. 24.

Also a power of attorney from Perry Weakly, Administrator of Margaret Wilson, to Abraham Williamson, which was marked "*Exhibit 9*, for the defendant."

Also a power of attorney from William Williamson, and Richard Williamson, to Abraham Williamson, which was marked "*Exhibit 10* for the defendant."

Also a letter of administration granted to Abraham Williamson, in Kentucky, of the estate of William Williamson, dec'd, which was marked "*Exhibit 11*, for the defendant."

Also a power of attorney from John Williamson, of Ohio, to Abraham Williamson, which was marked "*Exhibit 12*, for the defendant."

Also a certified copy of the letter of administration of William Williamson, dec'd, granted in Scott county, Kentucky, to Abraham Williamson, which was marked "*Exhibit 13*, for the defendant."

Also an affidavit taken by John Williamson, in the state of Ohio, which was marked "*Exhibit 14*, for the defendant."

Also a power of attorney from Abraham Williamson, to Joseph Williamson, which I marked "*Exhibit 15*, for the defendant."

*Examination of witnesses, &c.* in a cause depending in the Court of Chancery of the State of New Jersey, wherein John T. Neely, and William H. Johnson, administrators of Benjamin Johnson, deceased, are Complainants, and Asher Williamson, is Defendant, taken at the house of William L. Skilman, inn-keeper, in the Township of Amwell, in the County of Hunterdon, on the 14th day of April, in the year of our Lord 1842, before Peter I. Clark, one of the Masters and Examiners of the said Court, in the presence of James N. Reading, Esquire, of counsel for the said Complainants, and of Alexander Wurts Esq., of counsel for the said defendant.

*Joab Stout*, of the township of Amwell, in the County of Hunterdon, a witness produced on the part of the aforesaid Complainants, being duly sworn, deposeth and saith, I am acquainted with Peter Williamson a witness heretofore sworn in this cause, and have known him thirty years. He now resides about a mile and a half from my present residence and has resided there as I suppose a dozen years. I cannot say particularly what is his character as a man of truth

and veracity in the neighborhood where he resides, <sup>1</sup> I had dealings with him, and we always come out right. I found him well enough. I should believe him under oath. I don't know any thing to the contrary of his being believed under oath in his neighborhood.

And being cross examined on the part of the aforesaid defendant, saith that when I first knew Peter Williamson, he lived somewhere about the Neshanic, about a dozen miles from me. I then had no particular acquaintance with him. I became more particularly acquainted with him during the last dozen years. He has often been at my house during this time, but I have never been in his house. I hired his boy once of him, and we settled, and had no difficulty about it, and I had no scruple but what he settled fair. I have had no other business transactions with him but this. I don't think that I have ever heard his character for truth or veracity impeached. I should not object against him if I had a suit pending. His boy worked for me about a month. Williamson and I are very intimate and friendly, I frequently talked with him as he would be coming along by my house, but there has been very little <sup>2</sup> visiting between us. I am a farmer and hired the boy to work on the farm. I never knew of Williamson being sworn in a cause as a witness. I never heard any of his neighbors express any opinion one way or the other as to his being believed under oath.

JOAB STOUT.

Sworn, examined, and subscribed, the day and year above, before me,  
 PETER I. CLARK, Master and Examiner in Chancery.

*Peter Snook*, of the Township of Amwell, aforesaid, a witness produced on the part of the aforesaid Complainants, being duly sworn deposeseth and saith—I am acquainted with the aforesaid Peter Williamson, and have known him twenty years. For a dozen years or more he has lived within a mile and a quarter from my residence. Our land is about two or three hundred yards apart. I know nothing of his character for truth and veracity in his neighborhood but what is right. He would make promises sometimes which he would not perform, <sup>3</sup> but that is common. I have had dealings with him for twenty years off and on, and when he got the money, he would pay it. I know nothing of him but what was honest.

And being cross examined on the part of the aforesaid defendant,

<sup>1</sup> p. 2.

<sup>2</sup> p. 3.

<sup>3</sup> p. 4.

saith, I follow milling, I don't now myself, but my son does, but I have followed it these forty years. My principal dealings with Williamson, have been for grain and flour, at the mill. I have had other dealings with him but I cannot recollect what they were exactly. We are very intimate as neighbors. He is frequently at my house, and I at his. When I spoke of his not performing his promises, I meant his promises to pay money for things he had got—he never disputed his account. I never heard any of his neighbors impeach his honesty, truth or veracity. I don't recollect that I ever heard any of his neighbors talk on the subject of his being a man of truth or not. I don't know of there being any reports in the<sup>3</sup> neighborhood about him as a man of truth. <sup>1</sup>I can remember better what happened thirty years ago and more, than what happened lately.

I had dealings with Williamson before he moved where he now lives, that is the reason why I come to know him so well. I never knew him to be examined as a witness in a cause in Court, I never heard his character discussed in any way in his neighborhood.

PETER SNOOK.

Sworn examined and signed the day and year above, before me,  
PETER I. CLARK, Master and Examiner in Chancery.

*Andrew Stillwell*, of the city of Trenton, in the county of Mercer, a witness produced on the part of the aforesaid complainants, being duly sworn, deposeth and saith, I am acquainted with the Peter Williamson before spoken of by the preceeding witness. I have been particularly acquainted with him for thirty years, more particularly for the last twenty years. For the last twelve years our premises joined, but for two<sup>2</sup> or three years of this time Williamson did not live on these premises. This was in the township of Amwell—I moved from there the fifth of April, instant, to the city of Trenton. I believe the character of Williamson in the neighborhood where he lives, stands pretty fair. I know nothing against it.

And being cross examined on the part of the aforesaid defendant, saith that Williamson's dwelling house was about half a mile from mine. Williamson and I are on intimate terms, as neighbors. Have always been friendly. He was very frequently at my house, and I have often been at his. We have had considerable business transac-

<sup>1</sup> p. 5.

<sup>2</sup> p. 6.

tions together. Once I hired his son five months to work on the farm. He has bought grain, flour and wood of me. I have never known him to be sworn as a witness in a cause. And being again examined in chief on the part of the aforesaid complainant saith, I have heard the character of Williamson, as to truth and veracity talked about since the service of the subpoena in this cause—talked about by his present neighbors. His character was<sup>1</sup> favorably spoken of, and it seemed to be a matter of surprise that his character was brought in question. I have never heard any thing said against his character in his neighborhood for truth and veracity in any thing serious. I have never heard his character for truth and veracity questioned till this suit. I may have heard some things said against his character in jest very few escape this—I cannot state what I have heard said against him even in jest—I have heard him talked about—I think I have heard him lightly spoken of in jest, but I cannot say when or by whom, but I have never heard his word brought seriously in question. And being again cross examined on the part of the aforesaid defendant saith, when I have heard him spoken of in jest it would be his endeavoring to excite levity and merriment. When people spoke of him thus I suppose they spoke as they thought—I believe this is the only way in which I have ever heard his moral character lightly spoken of. I believe I have never heard any reports in his neighborhood affecting his moral character. His want of punctuality<sup>2</sup> in his payments, I have heard talked of. I can't tell all of the neighbors that have expressed surprise since the service of the subpoenas, in this cause, at his veracity being questioned. I have heard my nearest neighbors Andrew H. Quick, and William Bodine, Jacob Reed, of New Market, a mile from Williamson's, Benjamin Price of the same place, David Larew also of the same place, a married man about 23 or 24 years of age. William Young near Snyder Town. All these and I think several others, whose names I cannot now recollect, I have heard express surprise at his character for truth being questioned, and we all agreed that we would be willing to take his oath. Samuel Larew the father of David Larew, also expressed the same opinion. I was subpoenaed last fall in this cause, and it is since that time I have heard these persons speak of Williamson as above stated. This conversation was introduced in consequence of the service of

---

<sup>1</sup> p. 7.

<sup>2</sup> p. 8.

the subpœnas, but can't state particularly how the conversation was brought about. <sup>1</sup> I suppose it was known that Williamson's veracity was brought in question because of the service of the subpoena. The subpœnas did not state any thing about his veracity. William H. Johnson, one of the complainants served the subpœnas, and stated that he wanted witnesses to sustain the character of Williamson. This, Johnson told me when he served a subpoena on me.

ANDREW STILLWELL.

Sworn, examined and subscribed, the day and year above, before me,  
PETER I. CLARK, Master and Examiner in Chancery.

*Daniel Larew*, of the Township of Delaware, in the county of Hunterdon, a witness produced on the part of the aforesaid Complainants, being duly sworn, deposeth and saith, I am acquainted with the Peter Williamson heretofore spoken of. Have known him as long as I have known any one, about 45 or 46 years. I lived in the same neighborhood with him about five or six-and-twenty years. He moved out of this neighborhood more than 20 years ago. During his residence there I never <sup>2</sup> heard any thing contrary to his being a man of truth and veracity, since that period I know nothing against his character for truth and veracity. And being cross examined on the part of the aforesaid defendant saith, I don't recollect where Williamson moved to after he left my neighborhood. For a few years after he left my neighborhood I saw him frequently, but I have not seen him often for several years last past, perhaps two or three times for the last 12 years. When he lived in my neighborhood I don't know that I ever heard his character for truth and veracity talked about. I don't know as I have heard his name mentioned for several years back. I might have known him to be sworn as a witness in a cause, but I don't now recollect. I am a stone Mason by trade.

his  
DANIEL ✕ LAREW.  
mark

Sworn, examined and subscribed the day and year above, before me,  
PETER I. CLARK, Master and Examiner in Chancery.

<sup>3</sup> *Uriah Sutton*, of the Township of Kingwood, in the County of

---

<sup>1</sup> p. 9.

<sup>2</sup> p. 10.

<sup>3</sup> p. 11.

Hunterdon, a witness produced on the part of the aforesaid Complainants, being duly sworn, deposeth and saith—I was acquainted with Uriah Bonham, late of the township of Kingwood, deceased. I am acquainted with his hand writing. A paper being shewn to witness marked *Exhibit B*, in this cause, witness saith that the name Uriah Bonham subscribed as a witness to this paper, is the hand writing of said Uriah Bonham. I am well acquainted with his hand writing. I went to school to him when I was turned of five years old, and was acquainted with his hand writing from this time on, more or less to the day of his death. He did a great deal of writing in Wills, Deeds, &c., and his signature is very uniform. I have not the least doubt of the signature to *Exhibit B*, being the hand writing of Uriah Bonham, deceased. And being cross examined on the part of the aforesaid Defendant saith that Peter Williamson, the other subscribing witness to *Exhibit B*, lived in my neighborhood, about <sup>1</sup> three miles off. He lived there when I first remember, and moved away between twenty and thirty years ago. I was personally acquainted with him but not very intimate. There was not a great deal of intercourse between us. We were friendly when we met. I was not acquainted with his hand writing at that time. I don't recollect of ever hearing his character for truth and veracity scrupled at that time in the neighborhood. Don't recollect of ever hearing it brought in question or hearing any thing about it. I don't know any thing about it of my own knowledge. I think Uriah Bonham died in the Spring of 1809.

URIAH SUTTON.

Sworn, examined and subscribed the day and year above, before me,  
 PETER I. CLARK, Master and Examiner in Chancery.

*William Young*, of the township of Amwell, in the county of Hunterdon, a witness produced on the part of the aforesaid Complainants, being duly sworn, deposeth and saith—<sup>2</sup> I am acquainted with Peter Williamson before spoken of. Have been acquainted with him about thirty-five years. I live now about a mile and a half from him, and have so lived for about twelve years past. Before this he lived about a mile further up in the mountain in the neighborhood. He has lived in the neighborhood about fifteen years, more

<sup>1</sup> p. 12.

<sup>2</sup> p. 13.

or less. His character stands about like the commonalty of people. I have heard nothing against it for my part. Never heard any thing against his character for truth and veracity before he came into this neighborhood. And being cross examined on the part of the aforesaid Defendant, saith, I never heard any thing in the neighborhood one way or the other about his character for truth and veracity. He and I are on intimate terms as neighbors. I work at the Wheelwright business.

WILLIAM YOUNG.

Sworn, examined and subscribed the day and year above, before me,  
PETER I. CLARK, Master and Examiner in Chancery.

<sup>1</sup> *Andrew H. Quick*, of the township of Amwell aforesaid, a witness produced on the part of the aforesaid Complainants, being duly sworn, deposeth and saith, I am acquainted with the aforesaid Peter Williamson. Have been acquainted with him for about twenty years. Live within three quarters of a mile from him, and have so lived for about ten or twelve years last past. For one or two of the twenty years spoken of, he lived out of the neighborhood, for the rest of the time in it. I don't know but what his character for truth and veracity in my neighborhood is good. I have never heard it condemned. I don't know that I ever heard any thing against his character for truth and veracity, before or since he has been in my neighborhood. And being cross-examined on the part of the aforesaid Defendant, saith, I have never heard his character for truth and veracity brought in question one way or the other, till these subpœnas were served in this cause. William H. Johnson, one of the Complainants served a <sup>2</sup> subpœna on me, and said he wanted me to prove the veracity of Peter Williamson. I am a farmer. I have had a little dealing with Williamson, not a great deal. He has had grain and flour of me sometimes. He and I are on intimate terms. Not visiting often. He frequently calls at my house, and I have been often at his. I am not quite thirty-nine years of age. And being again examined in chief on the part of the aforesaid Complainants, saith that since the service of the subpœnas in this cause, I have heard nothing against his character for truth and veracity.

ANDREW H. QUICK.

Sworn, examined and subscribed the day and year above, before me,  
PETER I. CLARK, Master and Examiner in Chancery.

<sup>1</sup> p. 14.

<sup>2</sup> p. 15.

*Jacob Reed*, of the township of Amwell aforesaid, a witness produced on the part of the aforesaid Complainants, being duly sworn, deposeth and saith, I am acquainted with the aforesaid Peter Williamson.<sup>1</sup> I have known him for the last fifteen years. I live about a mile from him, and have lived so for the last ten or twelve years. I had some little acquaintance with him before he came to my neighborhood. I don't know but what his character for truth and veracity stands fair as far as I know or have heard. I have heard nothing said against his character for truth and veracity till after the subpoenas were served; since their service I have heard nothing said against his character for truth and veracity. I have never heard that his character for truth and veracity was questioned in any other case than in this cause. And being cross-examined on the part of the aforesaid Defendant, saith that Mr. Johnson, one of the Complainants in this cause, told me that his truth and veracity was impeached when he subpoenaed me. Williamson and I are on friendly and intimate terms. I used to attend his singing school. I am in my thirty-sixth year. I am a farmer.

JACOB REED.

Sworn, examined and subscribed before me, PETER I. CLARK, Master and examiner in Chancery.

<sup>2</sup> *Philip Rake*, of the township of Delaware aforesaid, a witness produced on the part of the aforesaid Complainants, being duly sworn, deposeth and saith: I am acquainted with Asher Williamson the Defendant in this cause. Have been acquainted with him thirty or forty years. Cornelius Williamson and I were securities on his bond as administrator of William Williamson, dec'd. He came to my house one day and wanted me to go with him to the Surrogate's office to be one of his securities as above. I told him it likely would not be settled in a great while and I, did not like it much. He said he did not know as it would make a great deal of difference, for he would soon settle it up. I asked him what amount of the estate there would be. He said he did not think there would be over four or five hundred dollars, it might reach five. So I went up with him and became one of his securities, as stated. I was acquainted with Abraham Williamson, said to be the son of William Williamson, dec'd.

<sup>1</sup> p. 16.

<sup>2</sup> p. 17.

He came to this State about the year <sup>1</sup> 1825. He said he came from Kentucky. I heard Asher Williamson the Defendant say that there was not more than three, four or five hundred dollars coming to this Abraham Williamson, from Kentucky, if he the said Abraham Williamson would settle right—and that he need not make such a fuss about. When Asher said there would not be more than three, four, or five hundred dollars coming to Abraham Williamson, I did not know whether he meant the share coming to Abraham or to all the heirs of William Williamson, dec'd. Nothing was said about that. The three, four, or five hundred dollars spoken of by Asher Williamson to me, I took to be coming from the estate of William Williamson, dec'd, and that this would settle the whole estate, but I can't say that Asher said so.

*Question* by the counsel for the complainants. "Had you any conversation with Abraham Williamson about the existence of a receipt given by his father, William Williamson to Samuel Williamson, Executor of William Williamson the elder, dec'd?" This question is objected <sup>2</sup> to by the Counsel for the Defendant. Witness answers, that on a certain occasion Abraham Williamson called on me to go with him to Saxton's office, and said he would show me the account he demanded. I went up with him, and as we were going along he said if that devilish receipt was out of the way, he would then recover a large sum of money. In a few days, or a week afterwards, he called at my house and said that that receipt was gone, and now he could recover a large sum of money. Asher Williamson and I once talked about this receipt, and he said if there was such a receipt it was a forged one, and he thought that Peter Williamson had forged it, or helped do it any how. This conversation with Asher, I think took place after Abraham Williamson told me the receipt was gone. And being cross-examined on the part of the Defendant, saith, I can't say where Asher and I were when he talked about this receipt. I don't know that Abraham Williamson was a son of William Williamson, or whose son he was. <sup>3</sup> I don't know what accounts there were to settle between Asher and Abraham Williamson. My wife was present when Abraham Williamson told me that the devilish receipt was gone. I think I went to the Surrogate's office to be security for Asher, as the administrator of William

<sup>1</sup> p. 18.<sup>2</sup> p. 19.<sup>3</sup> p. 20.

Williamson, the day after he spoke to me to go there. I think he called for me, and we all went up together. There was no one present but my wife when Asher spoke to me to be his security. I don't know as Asher told me at this time, that he did not know what the amount of the estate would be. I think we gave bond in \$2,000. I have never been called on to pay any thing as security for Asher.

his  
 PHILIP ✕ RAKE,  
 mark

Sworn, examined and subscribed, the day and year above, before me  
 PETER I. CLARK, Master and Examiner in Chancery.

*William Stout* Esquire, of the Township of Amwell, a witness produced on the part of the aforesaid defendant being duly sworn deposeseth and saith. I live in the Township of Amwell, in the county of Hunterdon. I have lived all my life in the old Township of Amwell including now the townships of Delaware and Raritan. I am now in my 62d year. For 30 years past I have followed farming previous to that blacksmithing. I hold now the commission of Justice of the Peace for this county. I have held the office of Justice of the Peace between fourteen and fifteen years, and that of Judge four or five years. I am acquainted with Peter Williamson spoken of by the preceding witnesses. I have known him between forty and fifty years, perhaps forty-five years. I lived two miles and a quarter from him for six years, and while I thus lived I did his work for him as a blacksmith, and had an opportunity of seeing him two or three times a week. I then lived in the present Township of Delaware. During this time I was intimately acquainted with him. <sup>1</sup>This was from 1803 to 1809. After this time I moved to my present residence in Amwell, and he to Somerset county,—and our intimate acquaintance ceased. Since that time we have seen each other occasionally. When we lived in the same neighborhood together, he was not considered at that time a man that stuck strictly to the truth—It is a pretty hard question to solve. I do not think he always told me the truth.

[His brother William told me he did not know when to believe him, that he was a man that would leave the truth, that he was his brother and he was sorry to say it.<sup>2</sup>]

<sup>1</sup> p. 22.

<sup>2</sup>Excepted to by Counsel for Complainants.

I did a good deal of work for him during these six years. His reputation for truth and veracity in his neighborhood was not the first, it was bad. He was considered a man not to be believed at all times. I know nothing about his being believed under oath, never recollect of being where he was called as a witness, and know nothing of his reputation in this respect. Never heard any one say as I recollect that he was not to be believed under oath. <sup>1</sup>And being cross examined on the part of the complainants saith, I reside from Peter Williamson at this time about three and a half or four miles. I don't hear but what his character in the neighborhood where he now resides is fair, though I don't hear much about him. I have had very little knowledge of him lately and don't know that I have seen him for 5 or 6 years. As an instance of his not being a man of truth in his former neighborhood he would tell you of certain performances which would never come to pass. He would never perform. He would tell what he had done, which he had not done, and promised to do other things which he did not do. He was lively in his disposition too and loved to tell a good story and make the people laugh. When I worked for him he said he would pay me at such a time, &c, but he never did, and when I broke up shop he disappointed me as to the times of payment for any work—He came and settled the account with me honorably and fairly, but did not pay the money, and afterwards settled with the constable—at my suit. I have frequently heard it said in the neighborhood <sup>2</sup>that he was not to be believed, that he made promises to pay money, and would lie people out of it. I mean by this that he made promises to pay, and would not perform them. I mean that he did not pay at the times he promised. In the neighborhood when any thing was told and it was said that Peter Williamson told it, it was not believed. This was when I was in intimate habits with the man. I can't say how it is now. I hope he does better. The stories that I refer to, were of matters that were said to have taken place among young people at his singing school.

And being examined in chief on the part of the said defendant saith, that he would not have been believed in the neighborhood as to any matter the truth of which depended on his word alone. I cant say that this reputation of his, extended to any serious matters of business. I don't know of any matter of business in which he would have been

---

<sup>1</sup> p. 23.

<sup>2</sup> p. 24.

believed by me or the neighbors. He might have been believed in business of importance. I can't say, whether he would or not. I never knew him tried in the <sup>1</sup>important matters to which I now allude. And being again cross examined on the part of the complainants, saith—I never heard of his reputation that if called as a witness under his solemn oath, he was not to be believed. It would depend on circumstances whether he was to be believed in his account of a settlement between two neighbors, at which he was present. Some men might have a better opinion of him than others and might believe him. I don't know whether or not it would be believed in general. It might be believed by some persons and might not by others. And being again examined in chief on the part of the defendant saith, that in what I have said of Peter Williamson's reputation, I speak of his immediate neighborhood at that time. I never heard any reputation about him at all one way or the other as a witness under oath, and I give no opinion myself as to his reputation under oath.

WM. STOUT.

Sworn, examined and subscribed before me,

PETER I. CLARK, Master and Examiner in Chancery.

### VIII.

Examination of witnesses in a cause depending in the Court of Chancery, of the State of New Jersey, wherein William Johnson and John T. Neely, administrators of Benjamin Johnson, dec'd, are Complainants, and Asher Williamson is Defendant, taken at the house of David Rake, Innkeeper, in the township of Delaware, in the county of Hunterdon, on the 25th day of May, in the year of our Lord 1842, before Peter I. Clark, one of the Masters and Examiners of the said Court *in presence of James N. Reading of Counsel for the said Complainants, and Alexander Wurts of Counsel for the said Defendant.*

*Cornelius Lake*, of the township of Delaware, in the county of Hunterdon, a witness produced on the part of the aforesaid Complainants, being duly sworn, deposeth and saith—I *had formerly some knowledge of William Williamson, the brother of old Samuel Williamson. I was small when I was acquainted with him. He lived near my father. While I was a boy he moved out to the Western*

---

<sup>1</sup> p, 25.

country. He afterwards came back to this country, but I can't state the time within ten years, that I know of. I recollect the time when the Williamson farm was set up for sale. <sup>1</sup> I mean the farm that was owned by the father of William Williamson. I don't recollect the name of the father of William Williamson. I am not right certain whether William Williamson came back to this country before or after the sale of the Williamson farm, but it rather strikes me it was after the sale. I don't think I had any conversation with William Williamson when he came back, but I saw him at old Mrs. Arnwine's. I heard old Mrs. Arnwine and William Williamson talk about his father's estate. He was stating to her that his brother Samuel Williamson had offered him between 40 and 50 shillings per acre for his share. Mrs. Arnwine said she would not take it, for it was worth more. He said if he lived here he would not take it, but that the expense of coming here and a lawsuit would be so much that he did not know but what it would be as much profit for him to take it as to leave it. I don't recollect of any thing else being said about the property. I don't remember of seeing William Williamson but at this one time. I don't recollect how long he remained in this country at that <sup>2</sup> time. I might have seen him afterwards, but I don't recollect. And being cross-examined on the part of the Defendant, saith, I did not understand from what William Williamson said whether he would or would not positively accept of his brother Samuel's offer. I never saw him in New Jersey after this time.

William Williamson did not say whether he would or would not accept of his brother Samuel's offer further than I have stated. He said nothing about it one way or the other, more than I have stated.

CORNELIUS LAKE.

Sworn and subscribed, the day and year aforesaid, before me  
PETER I. CLARK, Master in Chancery.

*Examination of witnesses, &c.*, in a cause depending in the Court of Chancery, of the State of New Jersey, wherein William H. Johnson and John T. Neely, Administrators of the estate of Benjamin Johnson, dec'd, are Complainants, and Asher Williamson is Defendant, taken at the house of John M. Price, Innkeeper in the village

<sup>1</sup> p. 2.

<sup>2</sup> p. 3.

of Flemington, on the 22d day of November, in the year of our Lord 1842, before Peter I. Clark, one of the Masters and Examiners in the said Court, in the presence of James N. Reading of Counsel for the said Complainants.

*Daniel Larue*, of the township of Delaware, in the county of Hunterdon, a witness produced on the part of the aforesaid Complainants being duly sworn, deposeth and saith, I went to the western country with Asher Williamson the Defendant in this cause, in the fall of the year 1811. At this time I went with him to the house of his uncle John Williamson. His uncle John Williamson lived at this time in the State of Ohio, within 20 miles of a place called New Lancaster.

I am connected with the Williamson family. My grandfather was a sister of the father of Defendant.

In a conversation between Defendant and his uncle John at the time spoken of, Defendant proposed to his uncle John to buy of him his (John's share) of his father William Williamson's estate. This share was considered to be in the State of New Jersey. I did not hear Defendant make any other offer for this share than 40 dollars. Defendant told his uncle John that there was something coming to him, but did not know how much—that he would be willing to give him 40 dollars at a venture for it. That there would have to be a contention for it—considerable trouble and expense, but that he would venture to give him 40 dollars for it.

John Williamson hesitated awhile about taking it, said there was considerable coming to him, but did not know how he should get it. He finally concluded to take it. This was a few days before we came away. John Williamson came on with us as far as his son John's, where the writings were executed.

There was no contention about John Williamson's share of his father William Williamson's estate at this time. I believe the law suit was pretty much ended at this time.

I recollect of William Williamson the brother of John Williamson being in the State of New Jersey, from the State of Virginia, about fifty years ago.

I have frequently heard the Williamson family speak of William Williamson's being here as I have stated. I recollect of seeing Abraham Williamson here about the year 1827. This Abraham

Williamson was the son of William Williamson, the brother of John and came from the State of Kentucky.

Heard Abraham Williamson say when he was here, that there was a receipt from his father William to Benjamin Johnson, for a part of his share of his father William Williamson's estate. I am unable to say with certainty who this receipt was from, or to whom it was given; but that it was in favor of Benjamin Johnson, and was in the hands of Mr. Saxton, and that he had destroyed it. Have heard Abraham Williamson tell this story very frequently.

DANIEL LARUE.

Sworn and subscribed the day and year above mentioned, before me  
 PETER I. CLARK, Master and Examiner in Chancery.

The further examination of witnesses in this cause, was adjourned to Friday the 25th day of November, instant, at the same place, at two o'clock P. M.

November 25th 1842, examination of witnesses in this cause continued at the house of John M. Price, in Flemington, in the presence of James N. Reading of Counsel for Complainants, and Alexander Wurts of Counsel for Defendant.

*Othniel Lake*, of the township of Amwell, in the County of Hunterdon, a witness produced on the part of the aforesaid complainants, being duly sworn deposed and saith, my grandmother and defendant's father were brother and sister.

The complainants here offer evidence of the declarations of defendant's father, defendant himself no doubt, his brothers and himself, and it is excepted to so far as it relates to the declarations of defendant's father and brother.

Witness says, it was always a talk amongst defendant father and brothers and that Samuel Williamson from the proceeds of the first sale had paid to the boys one hundred, and to the girls fifty pounds, except Cornelius who it was said would not receive anything. I mean the proceeds of the sale of the old homestead <sup>1</sup> of William Williamson, the father of William and Samuel Williamson. It was also talked that receipts had been given for these shares.

---

<sup>1</sup> p. 5.

After this suit was brought, I heard the defendant say, that these receipts ought to have been brought in before, when they settled. Among these receipts, there was one talked of for £100 given by William, to Samuel Williamson.

After the death of Cornelius Williamson the father of defendant, the receipt last spoken of was talked about and I have heard it talked of, scores of times.

I can't say how soon after the death of Cornelius Williamson, I first heard this receipt talked about. It might have been 10 years or two years. I had heard of this receipt, before this suit was brought.

I can't say positively, that I ever heard defendant say anything about this receipt, till after this suit was brought and I can't say that I did not.

I don't recollect that I have ever heard defendant say anything about the payment of £100 by Samuel Williamson to William Williamson, I have heard defendant's<sup>1</sup> brother William speak about it and I don't doubt I have heard defendant speak about it, but I can't recollect.

It was always talked of so amongst the family, I never heard it denied. Shortly after the death of defendants father, there was a good deal of talk between my family and defendants, about the payments to the heirs of old William Williamson's estate. I mean about the payments of £100 to the boys, and £50 to the girls.

Abraham Williamson, the son of William Williamson, the younger was here from the State of Kentucky, a year or two before the court house in this county was burned 1826-27. He said he was here to receive his father William's share of his Grandfather William Williamson's estate and he said he had a power of Attorney for the purpose and that he was the administrator in Kentucky, of his father's estate. He said that his father had received £100 of his brother Samuel Williamson of the estate of William Williamson the elder and had given a receipt for it. And he said he would deduct this out of his fathers share and settled<sup>2</sup> with defendant. This suit was then pending between Benjamin Johnson, and defendant. In a conversation between Abraham Williamson, and Benjamin Johnson, Abra-

---

<sup>1</sup> p. 6.

<sup>2</sup> p. 7.

ham Williamson said, my father has received the £100 from Samuel Williamson, and has given a receipt for it and he was willing to deduct that out of his father's share.

Johnson said it was more than £100 Williamson said it was but 100 as he had always understood from his father, and the receipt would speak for itself.

Some three or four months after this Abraham Williamson came to my house, and in conversation said, Mr. Johnson has lost his claim now, but if you and I were in Flemington, behind Bonnell's big shed, under a big stone, I could show you a paper would tell all about it.

I understood him to refer to this receipt. I remarked to him that whether he had got this receipt honestly or dishonestly, he ought to tell no man, for he might get into a deal of trouble by it. I never before this time heard that this receipt was lost. I never heard its existence denied <sup>1</sup> till after this. He would sometimes say that Mr. Bartles had destroyed it, and sometimes that Mr. Saxton had destroyed it; and that Mr. Saxton would accuse Mr. Bartles of selling it.

And being cross-examined on the part of the Defendant, says— That his wife and children were present during the conversation of Abraham Williamson at his house, as he has stated. When I told him that he ought not to tell any man about the receipt, he made no reply.

I recollect of hearing William Williamson, brother of Defendant, talk about the payment aforesaid, to the heirs of William Williamson, and I don't recollect distinctly of hearing any other one of the family talk about it, but I have no doubt I have heard Defendant talk about it, and I have never heard it denied.

I have heard Defendant say since this suit was brought, that if there was such a paper, it ought to have been produced at the time of the settlement. I don't recollect of ever hearing defendant say any thing else <sup>2</sup> than this about this payment or receipt. I have heard William, Defendant's brother, talk about it at my father's office. I think that Cornelius Williamson the father of the Defendant, died more than thirty years ago. I might have been 15 years old at the time. I shall be 51 years of age the 19th of January next.

For aught I know Defendant and I are on friendly terms. I be-

---

<sup>1</sup> p. 8.

<sup>2</sup> p. 9.

lieve we generally speak when we meet. Some years ago we had some disputes, and we had a trial at law, and I don't know whether it is settled yet or not. We have not had much intercourse since this dispute.

I don't recollect distinctly of ever hearing Cornelius Williamson the father of the Defendant, talk about the payment to William Williamson and the receipt for the £100. But heard him say that the heirs were all paid but him. And he would not have any if he could not get more. I don't recollect particularly of hearing any of Defendants brothers beside William, talk about this payment or receipt. I have heard William talk about it more than any of the rest.

I never heard William say that he knew of his own knowledge, that such a receipt had been given by his uncle William. I don't mean to say that I ever heard any of the family say that they knew that such a receipt had been given. I have heard my grandmother talk more about it than any body else. I never heard Abraham Williamson deny that such a receipt had been given by his father, but after he told me the story about the stone behind Bonnell's shed, he said if they had such a receipt let them produce it.

OTHENIEL LAKE.

Sworn and subscribed the day and year above, before me

PETER I. CLARK, Master and Examiner in Chancery.

IN CHANCERY, NEW JERSEY :

Between William H. Johnson and John	}	On Bill.
T. Neely, administrators of Benj'n.		
Johnson, dec'd, complainants,		
and		
Asher Williamson, defendant.	}	

*Dear Sir:*—Please take notice that the further examination of witnesses, in the above stated cause, is postponed until Friday, the twenty-fifth day of November, instant, before Peter I. Clarke, Esq., one of the Masters of the Court of Chancery, of New Jersey, at the house of John M. Price, innkeeper at Flemington, at two o'clock, P. M. November 22, 1842.

Yours, &c.,

NATHANIEL SAXTON,

To Asher Williamson.

Solicitor of compl't.

NEW JERSEY, ss :

*William H. Johnson*, being duly sworn, on his oath saith, that

on the 22d day of November, instant, he served a copy of the above notice on Asher Williamson, by delivering the same to him.

WILLIAM H. JOHNSON.

Sworn and subscribed the 25th of November, 1842, before me,

PETER I. CLARKE, M. in Chanc'y.

A true copy,—SAMUEL R. GUMMERE, Clerk.

This cause coming on to be heard and debated before the Chancellor, at a Court of Chancery, held at Trenton, in the term of April, in the year of our Lord, 1843, in the presence of Nathaniel Saxton, Solicitor, and of Counsel with the complainants, and Garret D. Wall, Solicitor, and of Counsel with the defendant; and upon opening the bill, the answer of the defendant, and the order made in this cause, and reading the depositions, proofs and exhibits taken and made in the cause, and hearing the arguments of Counsel thereupon, and the Chancellor having taken time to consider thereon. It appearing to the Court that Samuel Williamson, the executor of William Williamson, the elder, deceased, in the pleadings in this case mentioned, on the second day of April, in the year of our Lord, 1792, paid to William Williamson, the younger, in the pleadings also mentioned, the sum of £131 10s. for his share of the proceeds of the first sale of the real estate of the said William Williamson, the elder, deceased, made by the said Samuel Williamson, deceased, as in the pleadings mentioned, for which said payment a receipt and acquittance, bearing date on that day, was made and given by the said William Williamson, the younger, to the said Samuel Williamson, executor, as aforesaid, as in the pleadings mentioned. And it farther appearing to the Court, that the said judgment recovered in the Supreme Court of this State, on the 27th day of February, in the year of our Lord, 1822, in the name of William S. Pennington, late Governor, &c., to the use of Asher Williamson, as administrator of William Williamson, the younger, deceased, against Benjamin Johnson, as survivor of the said Samuel Williamson, deceased, as in the pleadings likewise mentioned, was for too much money, and that the said defendant in that action, was entitled to be credited for the said payment, made by the said Samuel Williamson, executor of the said William Williamson, the elder, deceased, to the said William Williamson, the younger, on the second day of April, in

the year of our Lord, 1792, on the first sale of the property of William Williamson, the elder, deceased, made by the said Samuel Williamson, executor. And the Chancellor being of opinion that the complainants in this case are entitled to the relief prayed against the said Asher Williamson, defendant.

It is, thereupon, on this twelfth day of July, in the year of our Lord, 1843, by William Pennington, Esquire, Governor and Chancellor of the State of New Jersey, ordered, adjudged and decreed that it be referred to James N. Reading, Esquire, one of the Masters of this Court, to take an account and ascertain the sum actually due from the said Benjamin Johnson as survivor of the said Samuel Williamson, the elder, deceased, to the said Asher Williamson, as administrator of the said William Williamson, the younger, deceased, at the time of the said judgment obtained by the said William S. Pennington, late Governor, &c., against the said Benjamin Johnson, after crediting the payment so made by the said Samuel Williamson, as executor, as aforesaid, to the said William Williamson, the younger, on the second day of April, in the year of our Lord, 1792, above mentioned, and ascertain the excess of the said judgment over the amount so due at that time. And that the said Master do compute interest on the amount of said excess, from the time of rendering said judgment, up to the date of his report. And that he make report to this court with all convenient speed. And all farther equity and directions are reserved. In making his calculation, the master will deduct from the said judgment only the credit aforesaid, of the 2d of April, 1792, with interest to be computed from that date on the same, at the rates of interest allowed during the time, by the laws of that State, and will report distinctly what the aforesaid credit, with the interest thereon, amounts to, up to the date of the report.

WILLIAM PENNINGTON, Chancellor.

On the 3d October, 1843, James N. Reading, Master, reported the amount due to the complainants, on that day to be \$2256.27, as by his schedule, annexed to said report; to wit:

The proportion or share of moneys arising from the second sale, and nett rents of the premises, in the pleadings

mentioned, payable to William Williamson, jr., under the will of William Williamson, sen. dec'd.	-	\$1744.88
Amount paid by Samuel Williamson, executor, to William Williamson, jr. out of the proceeds of the first sale, the 2d April, 1792, £131 10s. equal to		\$350.66
Interest thereon from 2d April, 1792, to the time Samuel Williamson received the balance of moneys arising from the second sale and nett rents out of the Court of Chancery, 25th June, 1814, and gave bond—22y. 2m. 23d.	545.67	
		<u>896.33</u>
Balance then due William Williamson, jr.		\$848.55
Interest from 25th June, 1814, to 27th February, 1822, the date of the judgment by William S. Pennington, Governor, &c., against Benjamin Johnson, survivor, &c.	455.70	
		<u>1304.26</u>
Deducting that sum from amount of said judgment, 27th February, 1822, exclusive of costs, which was		2202.46
		<u>898.20</u>
Leaves a balance or excess of said judgment over the amount actually due Asher Williamson, administrator of William Williamson, jr.		898.20
Interest thereon from 27th February, 1822, to 3d October, 1843—21 years, 7 months and 6 days,		1358 7
Amount due from defendant to complainant,		<u><u>\$2256.27</u></u>

This cause coming on to be further heard and debated before the Chancellor, at a Court of Chancery held at Trenton, in this present term, in the presence of Nathaniel Saxton, solicitor and of counsel with the complainants, (no one appearing for the said defendant, although it appears that this cause had been regularly set down for hearing at this term, and due notice thereof given to the solicitor of the said defendant in this case; and upon looking into the proceedings had in this cause, and into the decretal order of this Court made in this cause on the 12th day of July last, 1843,) whereby it was referred to James N. Reading, Esq., one of the Masters of this Court, to take an account of, and ascertain the sum actually due from the said Benjamin Johnson, as survivor of the said Samuel

Williamson, dec'd, to the said Asher Williamson, as Administrator of the said William Williamson, the younger, dec'd, at the time of the Judgment obtained by the said William S. Pennington, late Governor, &c., against the said Benjamin Johnson, after crediting the payment so made by the *said* Samuel Williamson, as Executor as aforesaid, to the said William Williamson, the younger, on the 2d day of April, in the year of our Lord 1792, in the said order mentioned, and ascertain the excess of the said Judgment over the amount so due at that time, and to compute interest on the amount of the said excess, from the time of rendering the said Judgment up to the date of his said report, and upon reading the report of the said Master, made in pursuance of said decretal order, and bearing date on the 3d day of October, instant, whereby it appears that the said Master had been attended by the solicitor of the complainant in this case, no one appearing on the part of the said defendant, although it had been made to appear to him that the defendant, and his solicitor and counsel had been duly summoned to attend the hearing before him, touching the said matter in reference—and that in the presence of the party so attending, he had taken an account of the share and proportion of the money arising from the said second sale and nett rents of the said premises in the pleadings mentioned, which was due and payable to the said William Williamson, the younger, under the will of the said William Williamson, the elder, dec'd, and that the same amounted to the sum of \$1,744.88, which appears by a certain decree of this Court, made on the 22d day of October, in the year of our Lord 1813, in a certain case in which William Williamson, Cornelius Williamson, Asher Williamson, Joseph Williamson, Jacob Hoppock, and Bernice, his wife, Patience Williamson, and Moyca Williamson, were complainants, and Samuel Williamson, defendant, an exemplification of the proceedings and decree in which case was marked as "*Exhibit G,*" in this case.—That from the whole amount of the said legacy or share, the said Master had deducted the said sum of £131.10, (equal to \$350.66,) so paid by the said Samuel Williamson, to the said William Williamson, the younger, on the 2d day of April, 1792, with the interest thereon from that time up to the 25th day of June, 1814, the time of the receipt of the said moneys arising from the second sale, and nett rents of said premises out of Chancery, and the giving of the said bond by the said Samuel Williamson, and Benjamin

Johnson, as his surety, to William S. Pennington, Governor, &c., being \$545.67, together amounting to the sum of \$896.33—and had ascertained the balance actually due to the said William Williamson, the younger, at the time, after such deduction, which was \$848.55; and the said Master did further report, that he had computed interest on that balance, from that time up to the 27th day of February, 1822, being the date of the said Judgment, in favor of the said William S. Pennington, late Governor, &c., (to the use of the said Asher Williamson, as administrator as aforesaid,) against the said Benjamin Johnson, survivor of the said Samuel Williamson, dec'd—which amounted to \$455.71, and ascertained the sum actually due from the said Benjamin Johnson, as survivor of the said Samuel Williamson, dec'd, to the said Asher Williamson, as administrator of the said William Williamson the younger, dec'd, at the time of the said Judgment, obtained by the said William S. Pennington, late Governor, &c., against the said Benjamin Johnson, which was \$1304.26, after crediting the payment so made by the said Samuel Williamson, as executor as aforesaid, to the said William Williamson the younger, on the 2d day of October, 1792, as above mentioned. And the said Master did further certify and report, that deducting the amount so due, at that time from the amount of the said judgment so obtained on the 27th day of February, 1822, being \$2202.46½, exclusive of costs, the excess of the said judgment over the amount actually due at that time was \$898.20½. That he had computed the interest on the said excess, from the date of the said judgment up to the date of his said report, which amounted to \$1358.07. That the said excess together with the said interest thereon amounted to \$2256.77—which sum was due from the said defendant to the said complainants at the date of his said report. And it appearing to the Court that the said accounts had been taken and stated according to the directions contained in the said decretal order of the 12th day of July last, and no cause being shown to the contrary. It is now on this *thirteenth* day of *October* in the year of our Lord eighteen hundred and *forty-three*—at a Court of Chancery, held at Trenton by his Excellency William Pennington, Esq., Governor and Chancellor of the State of New Jersey, by virtue of the power and authority of this Court, ordered, adjudged, and decreed, that the said report and all the matters and things therein contained be confirmed. And that the said defendant, Asher Williamson, do pay to

the said complainants, William H. Johnson and John T. Neely, administrators of the said Benjamin Johnson, dec'd, the said sum of \$2256.27, so reported to be due from him to them, together with lawful interest thereon from the said 3d day of October, instant, (1843) being the date of the said Master's report: until paid, and that the said complainant's have execution thereof by writ of fieri facias, against the goods and chattles, lands, tenements, hereditaments and real estate of the said defendant. And it is farther ordered adjudged and decreed, that the former decree of this Court made in this cause on the tenth day of October in the year 1839, and the lien thereof on the property of the said defendant subject thereto—stand and remain in force to secure payment of the debt and interest aforesaid. And that the Sheriff or other officer to whom the said writ of execution shall be directed, be therein commanded, that of the goods and chattels in his county of the said Asher Williamson he cause to be made the debt and interest aforesaid. And if sufficient goods and chattels of the said Asher Williamson cannot be found in his county, that then he cause the whole or the residue, as the case may require, of the said debt and interest to be made of the lands, tenements, hereditaments and real estate, whereof the said Asher Williamson was seized on the said 10th day of October, in the year of our Lord 1839, or at any time afterwards in whose hands soever the same may then be.

WILLIAM PENNINGTON, C.

Court of Appeals in the last resort in all causes of law:—

Between Asher Williamson, Appellant,	}	On Bill, &c.
and		
William H. Johnson, & John T. Neely,	}	Petition of Appeal.
Administrators of Benjamin Johnson,		
dec'd, Respondents.		

To the Honorable the Court of Appeals in the last resort in all cases of law:—

The humble petition of Asher Williamson, the appellant in the above stated case, respectfully shews, that your petitioner finds himself aggrieved by a final decree made in the Court of Chancery, by his Excellency William Pennington, Governor and Chancellor of New Jersey, bearing date the 13th day of October, in the year of our Lord 1843, wherein the said William H. Johnson, and John T. Neely, Administrators, &c., of Benjamin Johnson, dec'd, were

complainants, and Asher Williamson, defendant, in this respect to wit: that the said decree adjudged that the said Asher Williamson, your petitioner, do pay unto the said complainants, William H. Johnson, and John T. Neely, Administrators, &c. of Benjamin Johnson, dec'd, the sum of \$2,256.27, with interest thereon from the 3d day of October, in the year last aforesaid. And your petitioner humbly appeals from the said decree, upon the ground that the same is erroneous, for that your petitioner is not indebted to the said complainants in the said sum, or any part thereof, nor was he in any manner or way liable to the said complainants for the said sum of money, or any part thereof. Your petitioner therefore prays, that the said decree of the said Chancellor may be, in the particulars aforesaid, reversed, set aside, and for nothing holden—and that your petitioner may have such relief in the premises as to this Honorable Court shall seem meet.

GARRET D. WALL,  
Solicitor of Appellant.

P. D. VROOM,  
Of Counsel with Appellant.

Filed Nov. 3, 1843.

Answer of Respondents :

These Respondents not confessing all or any of the matters or things to be true, as in and by the said petition of appeal are mentioned and set forth, for answer thereunto say, they believe it to be true that such decree as is complained of in the said petition of appeal, was made in the said Court of Chancery by William Pennington, Governor and Chancellor of New Jersey, as in the said petition and appeal is mentioned and set forth, but as to the date, substance, and contents thereof, these Respondents humbly pray leave to refer thereunto when the same shall be produced. And these respondents humbly conceive, and are advised, that the said decree is agreeable to equity and justice, and therefore humbly hope that the same shall be affirmed, and that the said petition and appeal shall be dismissed this Honorable Court with costs, and that the said Asher Williamson may, by the order of this Honorable Court, be further adjudged and decreed to pay to these Respondents their costs as complainants in the said cause in the Court of Chancery to be taxed.

NATHANIEL SAXTON,

Solicitor and of Counsel with Respondents.

Filed Dec. 6, 1843.

