

Court of Errors and Appeals.

IN CHANCERY, OCTOBER TERM, 1871.

JOHNS *et al.* }
vs. }
NORRIS *et al.* }

This cause was argued upon final hearing, upon bill, answers and proofs.

Mr. W. B. WILLIAMS, *for Complainants.*

Mr. RANSOM, *for Defendants.*

Opinion of the Chancellor.

THE CHANCELLOR :—The complainants are Theresa Johns and Anna Maria Morehouse, the first the daughter and only heir, the other the widow of Thomas W. Morehouse, who died September 27, 1855, intestate. Administration of his personal estate was granted to his widow September 29, 1855. Morehouse before and until his death, carried on the business of a tinman, at his premises in Greene street, in Jersey City; his widow after the grant of administration continued the business in her own name, using the assets of the estate, collecting a large amount of the credits, and paying few of the debts of the intestate. Upon application of her surety the grant of administration to her was revoked by Hudson County Orphans' Court, February 17, 1857, and on the twenty-fifth of that month letters *de bonis non* were granted

to the defendant Noah Norris, who, at her request, accepted them. The intestate died seized of three parcels of real estate in Jersey City, known as the York street, the Greene street, and the Grove street property, each largely mortgaged. Noah Norris had sold to him the York street property, and held a mortgage for \$2000, part of the consideration, and on the twentieth of February 1857, he assigned it to his brother, the defendant, John D. Norris, for full value. The Greene street property was subject to a mortgage held by Mary
 10 Bolen, the mother of the intestate, and the Grove street property to a mortgage for \$2250. All three mortgages were for part of the purchase money, and no interest had been paid on either since the intestate's death. These mortgages were all foreclosed by the holders, and the premises sold at foreclosure sales by the sheriff. At these sales John D. Norris bought the York street property, January 7, 1858, for \$1000; Noah Norris bought the Greene street property for \$1325, November 19, 1857, and the Grove street property January 7, 1858, for \$2550. The only surplus on these sales
 20 above the mortgage debts was \$65.98 on the Greene street sale, this was received and administered by Noah Norris, as administrator. Noah collected the remaining personal assets, and with them paid to the creditors of the intestate, a dividend of twelve per cent. The residue of their claims to the amount of several thousand dollars, are unpaid.

The complainant, Theresa Johns, was, at her father's death, an infant ten years old, and of course an infant at these sales by the sheriff. She has since intermarried with Hiram C. Johns, who is joined with her in the suit as com-
 30 plainant.

The bill charges that these foreclosure sales were had by the advice and contrivance of Noah Norris, who was the confidential friend and business adviser of the widow. That he advised her not to pay the interest on these mortgages, so that they would be foreclosed. That at the foreclosure sales he would buy in for her, and keep off other bidders by letting it be known that he was bidding for her; that he would advance the money and hold the property as a mortgagee, and that she could pay him the interest and redeem
 40 the property. It charges that the assignment of the mort-

gage held by Noah Norris to John D. Norris was not *bona fide*, but a sham. And that at all three sales Noah Norris gave out to her and to persons present, that he was bidding for her, and so deterred bidders, and by these means purchased the property at prices much below its value; that he bid off the York street property, and transferred the bid to John D. Norris. That after the sale he repeatedly promised her to let her redeem the property whenever she should be able, and acknowledged that he held it for her. And that in 1862 and 1863, he rendered her accounts of his advances 10 and interest on them, in the last one calculated at compound interest, showing the amounts at which he was to convey the property to her. That in 1865, he conveyed the Grove street property to John D. Norris, and the Greene street property to his son, the defendant, Brainard T. Norris, that these transfers were not *bona fide*, but fraudulent, and without consideration.

It charges that Noah Norris being administrator, could not purchase the lands of his intestate at a foreclosure sale for his own benefit, but that such purchase must be in trust 20 for the estate, and that the two other defendants knew of these equities at the transfers by him to them. The bill prays that the purchase of Noah may be declared to have been in trust for the complainants, and that the defendants may be compelled to reconvey to them upon their repaying to Noah, all moneys paid by him in the purchase.

The answers of the defendants under oath, deny positively all the charges of the bill by which the defendants or either of them are sought to be affected with a trust or with fraud, except the fact that Noah Norris was administrator of More-30 house. They deny fully that Noah Norris contrived or instigated these foreclosures, or promised in any way to purchase and hold for the widow, or that he gave out to persons who might have bid, that he was buying for the widow, or that he promised afterward to hold the same for her to redeem at her pleasure. The two other defendants deny that at the conveyances to them, they had any knowledge or notice of these alleged facts, or that the conveyances to them were without consideration, and not in good faith. These denials are full and responsive. 40

Much evidence has been taken on both sides ; on many points it is very contradictory ; much of this may be charged to inaccuracy of recollection of events that occurred ten years before, and to a warm imagination, which makes narrations often repeated by a good friend, seem as if they were of facts seen by the witness. But after all these allowances, there must be in these contradictions bad faith. And notwithstanding the responsive answer of Noah Norris, and his positive testimony to the contrary, the weight of the evidence of more than two witnesses compels me to believe that at the sales of the Greene street and York street properties at least, he promised that he would buy them for the benefit of the widow, and that it was given out by him, or with his knowledge and connivance to persons there, or who would have been at those sales, that he intended to buy for the widow.

I have further from the testimony, arrived at these conclusions :

That Norris permitted the widow to occupy the Greene street property after the sale without rent ; the only rent he exacted was as administrator for her occupation before the sale. That in 1862 and 1863, he made out accounts at her request of the amounts that would be due to him on a conveyance according to the right claimed by her, charging interest, and in the last account compound interest ; that these accounts included the York street property, which he assumed he could induce his brother to convey.

That at this time he was willing and offered to convey, and procure his brother to convey on these terms, and that he actually made out and submitted to Mrs. Morehouse for her consideration an executed deed for the Grove street property, to a married woman in New York, a relative of Mrs. Morehouse, named for that purpose by her. That this and the whole proposition to convey was then rejected by Mrs. Morehouse, if not positively, at least by not accepting either. That her reasons for this were these : first, that the financial condition of the country in 1862 and 1863, had not recovered from the severe depression at the time of these sheriff's sales in the winter of 1857-8, consequent upon the failure of the Ohio Life and Trust, in the summer of 1857,

and the numerous large failures which followed as its consequence. That it was still doubtful if those prices, with interest, taxes and expenses, did not approach so nearly to the value of these lots as to make them a doubtful purchase. The second reason was, that Mrs. Morehouse was involved in liabilities arising out of her administration, and did not want to hold any property in her own name, for fear of such liabilities. She had at this time about \$2400, collected from her husband's business, or her continuation of it, and which in good faith should have been applied to his debts. She 10 preferred not to invest this in redeeming his property in her own name. She told Noah Norris the conclusion to which she had arrived, if not her reasons for it, and after taking his advice as to purchase of a house with it, bought one in York street, in her daughter's name, for \$3000, of which her daughter furnished \$600. That after this Mrs. Morehouse did not tender or offer to pay Noah the amount due him on her theory, or ask for a reconveyance of the property, until after his conveyances to the two other defendants, or in fact, until the commencement of this suit. 20

That the assignment of the mortgage on the York street lot was in good faith and for a valuable consideration, that the lot was bid off at the sheriff's sale by John D. Norris, for his own benefit and in good faith to save his debt. That John D. Norris purchased the 'Greene street property, and Brainard T. Norris the Grove street property, for valuable considerations actually paid, and without any notice or knowledge at the times of such purchases respectively, that Noah Norris had agreed to buy these lots for the widow, or that he caused or permitted to be given out to any one, 30 that he intended to purchase for the widow, or that he did any act that is charged as a fraud upon that sale, except that they knew that he was then the administrator of Morehouse. The conclusions stated in this paragraph are arrived at from the positive denials in the answer, and testimony of those parties, and the utter want of any testimony to contradict these denials. Had there been no denials, the complainants were bound to prove such notice to affect legal titles good on their face. And here is no evidence from which such notice can be inferred. There are circum- 40

stances surrounding each case that warrant suspicion, and that would give great support to any positive testimony that these purchases were not in good faith and without notice. The fact that Brainard made out the account in 1862 and 1863 for Mrs. Morehouse, is perfectly consistent with the extent of knowledge admitted by him, that is that his father had offered, or was willing that Mrs. Morehouse might take all her husband's property upon indemnifying him. The statements of these two defendants is neither impossible or
 10 incredible, nor are they so improbable as to cause hesitation in believing them. As there is no other evidence they must prevail.

The purchase of the York street lot by John D. Norris, if we take his uncontradicted answer or evidence is free from every thing that would amount to a fraud or constitute a trust. He never promised directly or indirectly to buy for the widow, and used no means to discourage bidders. And the amount due on his mortgage was probably more than
 20 the financial situation of the country at that time.

The question as to the other two parcels, so far as Noah is concerned, depends upon the contract with Mrs. Morehouse to purchase for her, the fraud of Norris at the sale, and his duty as administrator to protect the heir and creditors.

As to the contract, it is not in writing and is void by the statute of frauds. In the case of *Merritt v. Brown*, 6 C. E. Green 401, Chief Justice Beasley in delivering the opinion of the court says: "When, therefore, the elements of the case
 30 are simply a purchase under a parol promise to hold for the benefit of the defendant in execution, I think such an arrangement, the statute of frauds being set up as a defence, cannot be enforced either at law or in equity." The opinion subsequently holds "that if the contract or any other contrivance is used by the purchaser to obtain the property in execution for an inadequate price that the title to equitable relief is clear." But that even in this class of cases the purchaser should be protected against all pretences of a trust by parol, unless his *mala fides* be proved by the clearest and
 40 most direct evidence. In that case the agreement was ad-

mitted in the answer, and the statute of frauds not set up in the defence, and therefore, could not protect the defendant. But in this case the agreement is fully denied in the answers, and then the rule in equity is that the statute of frauds can be relied on. The complainant is then bound to prove a legal agreement which in cases like this must be in writing.

Browne of Frauds, § 511.

Ontario Bank v. Root, 3 *Paige* 678.

Cosine v. Graham, 2 *Paige* 181.

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No relief, then, can be had upon this agreement. In the same case the Court of Errors held in accordance with the opinion of the Chancellor, that the complainant had lost his title to relief by his laches or delay in bringing suit. In that case the complainant made no offer to fulfil in two years, in the meantime, the value of the property had increased, and the defendant had with the complainant's knowledge put improvements upon it. Here the delay was for ten years, and the increase in value and the improvements are both much greater. This delay must bar all remedy on the contract. 20 Nor is any *mala fides* in regard to this contract proved by clear evidence or proved at all. On the contrary the weight of evidence is that it was both made in good faith and so offered to be fulfilled. A party to a contract who after a delay of five years, without any offer to fulfil by the other party, that should have been the actor, makes an offer on his part to fulfil which is declined, and who after waiting two years longer, sells the subject of the contract can hardly be charged with bad faith in making it; and this is the only bad faith that can entitle to relief in equity on a parol 30 contract.

The fraud in the sale, if any, was as to the heir of Morehouse, Theresa Johns, or rather as to his creditors, for evidently nothing would have been left for her by a fair sale. It consisted in deterring purchasers, by declaring that the property was bought for the widow, who by this means would have acquired the title for an inadequate price, to the injury of the creditors and the heirs. If this was a fraud the widow was a party to it, and the party who was to receive the whole benefit. She cannot come into equity 40

for relief against her confederate. In this affair her hands are not clean. The complainant, Theresa, if this was a fraud unconnected with the contract, might be entitled to relief against it. She is the heir, and has not participated in any of these transactions, much less in any fraud. But she is entitled to no relief founded on this agreement. It was not with her or for her.

But as against her, the two defendants, John D. Norris and Brainard T. Norris must be regarded as *bona fide* purchasers without notice. There is no pretence on part of the complainants that either of them had any notice or intimation of the contrivance to deter bidders, which was the only fraud against the heir or the creditors. If Brainard had been told by his father when directed to make out the accounts, that he had bought the property at sheriff's sale, under this agreement with Mrs. Morehouse, it would have been no notice of this contrivance in which the fraud consists, and Theresa has no claim under the agreement.

It is claimed that Noah Norris, as administrator, was trustee for the heir and creditors. and therefore had no right to purchase any of the estate for himself, and that the other defendants had notice of this fact.

Noah Norris, as administrator, was a trustee of the personal estate for the creditors and next of kin. He had no power over the real estate nor trust as to it. He could only meddle with that by an order of the Orphans' Court, that he should sell it. Such order was never made. Either he or the creditors could have applied for it. It was not his duty more than it was theirs. But if it was his duty, it was a duty only to the creditors, not to the heir. His power in this was controlled by the mortgagees and the foreclosure suits, one of which was commenced before the grant of administration to him. He, as administrator, had no right to the surplus on these sales, except to pay debts, and even for that purpose it was doubtful, until the act of March 31, 1869, whether he could have obtained the surplus of a sale made more than a year after Morehouse's death. Theresa could have obtained it if not needed by creditors. He could not have prevented her. It was not only not his duty to apply for her, but he could not have

applied for her unless specially authorized by her. Under the law, as it now stands, the administrator can only get so much of such surplus as is needed for the payment of debts, the residue will be ordered to be paid to the heir not through the administrator, but directly. Norris was in no sense a trustee for Theresa as to her father's real estate, and she can have no remedy as against him, or his vendees, founded on such supposed trust.

There is no need to determine that he was such trustee as to creditors, until a suit shall be brought by them. 10
The bill must be dismissed.

COURT OF ERRORS AND APPEALS IN LAST RESORT, &C.

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| Between | } | <i>Petition of Appeal.</i> |
| HIRAM C. JOHNS, THERESA JOHNS and ANN MARIA MOREHOUSE, | | |
| and | | |
| JOHN D. NORRIS and BRAINARD T. NORRIS, | | |
| | <i>Appellants,</i> | |
| | <i>Appellees.</i> | |

Petition.

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Filed October 27, 1874.

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

The humble petition of Hiram C. Johns, Theresa Johns and Ann Maria Morehouse, the appellants in the above stated cause, respectfully shows that your petitioners find themselves aggrieved by a final decree made in the Court of Chancery by his Honor, Abraham O. Zabriskie, Chancellor of New Jersey, bearing date the twenty-eighth day of October, eighteen hundred and seventy-one, wherein the said Hiram C. Johns, Theresa Johns and Ann Maria Morehouse were complainants, and Noah Norris, John D. Norris

and Brainard T. Norris were defendants, in this respect, to wit :

That the said decree orders that the prayer of the complainants be denied and that the bill of complaint be dismissed with costs. And your petitioners humbly appeal from that part of the said decree of the Chancellor, which decrees as aforesaid, upon the ground that the same is erroneous for that, the prayer of the complainants should have been granted, and that the bill of complaint of your
10 petitioners should not have been dismissed.

Your petitioners therefore pray that the said decree of the said Chancellor may be revised, set aside and for nothing holden, and that your petitioners may have such relief in the premises as to this honorable court shall seem meet.

JAMES B. VREDENBURGH,
Solicitor for and of Counsel with Appellants.

NEW JERSEY COURT OF ERRORS AND APPEALS.

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| Between | | |
| 20 | JOHN D. NORRIS, BRAINARD T. NORRIS, and the said BRAINARD T. NORRIS, Executor of Noah Norris, deceased, | } |
| | <i>Appellees,</i> | |
| | and | |
| 30 | HIRAM C. JOHNS et ux., et al., | } |
| | <i>Appellants.</i> | |
| | | <i>On Bill, &c.</i> |
| | | <i>Appeal from</i> |
| | | <i>Decree of Chancellor.</i> |

Answer.

The joint and several answer of John D. Norris, Brainard T. Norris, and the said Brainard T. Norris, executor of Noah Norris, deceased, to the petition of appeal of Hiram C. Johns
30 and Theresa Johns, his wife, and Ann M. Morehouse, appellants. These appellees and respondents not confessing or acknowledging all or any of the matters or things to be

true, as in and by the said petition of appeal are contained and set forth for answer thereunto, say that they believe it to be true that such final decree as is complained of by the said appellants, was made by the Court of Chancery, as in the said petition of appeal is set forth, but as to the date, substance and contents thereof, these respondents humbly beg leave to refer thereto when the same shall be produced. And these respondents are advised and believe that the said decree is agreeable to equity and justice, and they humbly request that the same may be affirmed, and that the said 10 petition of appeal may be dismissed by this honorable Court with costs to be adjudged to these respondents.

S. B. RANSOM,

Solicitor for and of counsel with the respondents.

John
V
1777

Johns
Norris

Points of appellants

I. That at a sale of lands of an insolvent intestate made by order of a proper court, although not procured by the administrator himself, yet if made at his instigation and for the purpose of settling up the estate, the administrator can only purchase at such sale as trustee for personal representatives.

a. Noah Norris knew that Morehouse was an insolvent intestate.

So charged in the bill, p. 16.

Noah Norris, p. 15, l. 6 to p. 116, l. 30; p. 145, l. 6 to 9; p. 157, l. 33 to 36.

Mrs. Morehouse, p. 19, l. 2 to 11; p. 16, l. 20 to 24.

b. Noah Norris adopted the sale of the real estate by foreclosing the mortgages thereon as the quickest way of settling up the estate.

P. 17, l. 25 to 32; p. 21, l. 20 to 30; p. 22, l. 1 to 7, 20 to 26.

Mrs. Doty, p. 67, l. 23 to 31; p. 83, l. 16 to 28; p. 90, l. 18 to 21; p. 108, l. 24 to 31.

Noah Norris, p. 119, l. 1.

c. He had complete control of the sales, and caused them to be recognized as his expedient for winding up the estate.

Francis, p. 88, l. 33 to 38, p. 89, l. 11 to 15; p. 94, l. 20 to 25.

Mrs. Morehouse, p. 17. p. 22.

Mrs. Doty, p. 67.

Mrs. Van Houten, p. 687.

Noah Norris, p. 119.

d. Executors and administrators are considered so far trustees as to be incapacitated from purchasing directly or indirectly the real estate of intestate.

Sugd., Ven & Purs, 2 vol., p. 887, 11 ed., and authorities there cited.

Hill on Trustees, p. 159, and ditto.

Davoue v. Fanning, 2 *Johns*, ch. 252.

Scott v. Gamble, 1, *Stock*, 218 to 237.

Besson v. Besson, 9, *Barr*, p. 279.

Staals v. Bergen, 2, *C. E. G.*, p. 291. 554.

York Building Co. v. McKein., cited in *Davoue v. Fanning*, 2 *Johns*, ch. 252.

II. That Noah Norris agreed at the sales to purchase the real estate for the widow, or the widow and child, and that such agreement was not within the statute of Fraud.

a. That Noah Norris agreed to purchase this real estate at the sales.

Claimed in the bill, p. 4 A, l. 7 to 12; p. 5, l. 17 to 25; p. 6, l. 27 to 33; p. 7, l. 15 to 20.

Doty, p. 3, l. 33 to 40; p. 4, l. 13 to 40; p. 5, l. 7 to 25; p. 6, l. 1 to 12; p. 9, l. 18 to 40; p. 10, l. 10 to 30.

Gopsill, p. 12, l. 28 to 33; p. 13, l. 12 to 33; p. 14, l. 1 and 2.

Mrs. Morehouse, p. 17, l. 1 to 7; p. 17, l. 23 to 31; p. 18, l. 30 to 40; p. 21, l. 20 to 23; p. 22, l. 1 to 20; p. 23, l. 20 to 29; p. 24, l. 16 to 23; p. 25, l. 23 to 30.

Teresa Doty, p. 51, l. 26 to 29; p. 51, l. 33; p. 52, l. 5 to 15; p. 54, l. 20 to 30; p. 45, l. 2 to 40; p. 56, —; p. 57, l. 1 to 10; p. 63, l. 10 to 15, l. 30; p. 66, l. 28 to 33; p. 69, l. 3 to 28.

Johns, p. 78, l. 12 to 30; p. 74, l. 10 to 30; p. 79, l. 20.

Van Houten, p. 83, l. 30 to 40; p. 86, l. 30 to 80; p. 87, l. 1 to 4, l. 10 to 25.

Francis, p. 88, l. 23 to 30; p. 89, l. 1 to 6, l. 25 to 40; p. 90, l. 22 to 27; p. 91, l. 6 to 11, l. 22; p. 92, l. 20.

Lee, p. 95, l. 30.

McFarland, p. 09, l. 6 to 10.

Sisson, p. 102 and 103.

McLoughlin, p. 197, l. 1 to 20.

Nolan, p. 108, l. 30 to p. 109, l. 10.

Noah Norris says, p. 19 A, l. 8 to 30; p. 118 to 33, to p. 119, l. 5, p. 119, l. 18 to 30; p. 121, l. 14 to 24.

b. The Chancellor's opinion, p. 4.

c. That such an agreement was not within the statute of Frauds.

1. Because Mrs. Morehouse had an interest which

she surrendered and which could not have been taken away from her, viz: her right of dower.

2. Because it was a contrivance by Noah Norris to obtain the property at an inadequate price.

Merlett v. Brown, 4, *C. E. G.*, p. 289.

Combs v. Little, 3, *C. E. G.*, p. 109.

Marlatt v. Warwick, 4, *C. E. G.*, p. 439.

Bergh v. Wentz, 55, *Pen. St. P.*, p. 374.

Plummer v. Reid, 38, *Pen. St. P.*, p. 46.

McCullough v. Cowhen, 5, *W. & S.*, p. 427.

Shff. v. Neal, 6, *W.*, p. 540.

3. That price was inadequate, p. 15, l. 33 to 35; p. 122, l. 8 to 14; p. 16, l. 6 to 10; p. 27, l. 9 to 25; p. 104, 105, 107, 122.

Actually bought, p. 27, l. 3 to 9.

4. Statute of Fraud not set up in answer.

III. That Noah Norris was to such an extent an agent and confidential adviser of complainants that he could only buy as a trustee.

a. That Noah Norris was an agent and confidential adviser of complainants.

P. 25, l. 30 to 40; p. 39, l. 28 to 30; p. 78, l. 30 to 40; p. 88, l. 28 to 48; p. 108, l. 10 to 20.

Wright v. South, 8, *C. E. G.*, p. 112.

IV. That complainants did make offers to fulfil which Noah Norris declined.

1. If the defendant was an infant and the contract was made for her benefit she could not make offer until she became of age.

2. The bills presented by Noah Norris which he asked Mrs. Morehouse to pay included cash advanced by him since the sale of lands, amount of which were disputed.

Mrs. Morehouse, p. 47, l. 20 to 40.

Mrs. Doty, p. 55, l. 35 to 40.

Mrs. Doty, p. 57, l. 25.

Mr. Johns, p. 76.

3. The possession of the land free of rent by complainant through the burthen of presenting bill and demanding settlement upon defendant.

Mrs. Morehouse.

Answer of Noah Morris.

V. That John D. Norris had notice of the fact that Noah Norris was trustee, and therefore took the property subject to the trust.

1. Complainants were in possession, and possession notice of all equities.

a. Complainants in possession.

Bill, p. 10, l. 26 to 40 ; p. 36, l. 12 to 38.

Answer, p. 24, l. 20 to 80 ; p. 127, l. 15 to 20.

b. Possession notice of every title.

Perry on Trusts, p. 197, § 223.

Le Neve v. Le Veve, p. 2, *L. C. Eq.*, 23.

2. Defendant John D. Norris gave an inadequate consideration, so inadequate as to put him upon inquiry. In 1865 he gave \$1,500, when property was admitted to be worth \$3,500 to \$4,000.

Wilson's testimony, p. 164.

3. At the time of the sale Noah was agent of John D.

4. That the first notice John D. gives that he has purchased is a summons of ejectment two years after his pretended purchase, and during those two years he has never been to demand the rent or examine the premisee.

Mrs. Morehouse, p. 36, l. 10.

John D., p. 157, l. 20.

5. The sale to Noah and the immediate giving to him a power of attorney to act for him, together with inadequacy of the consideration should have put him on inquiry.

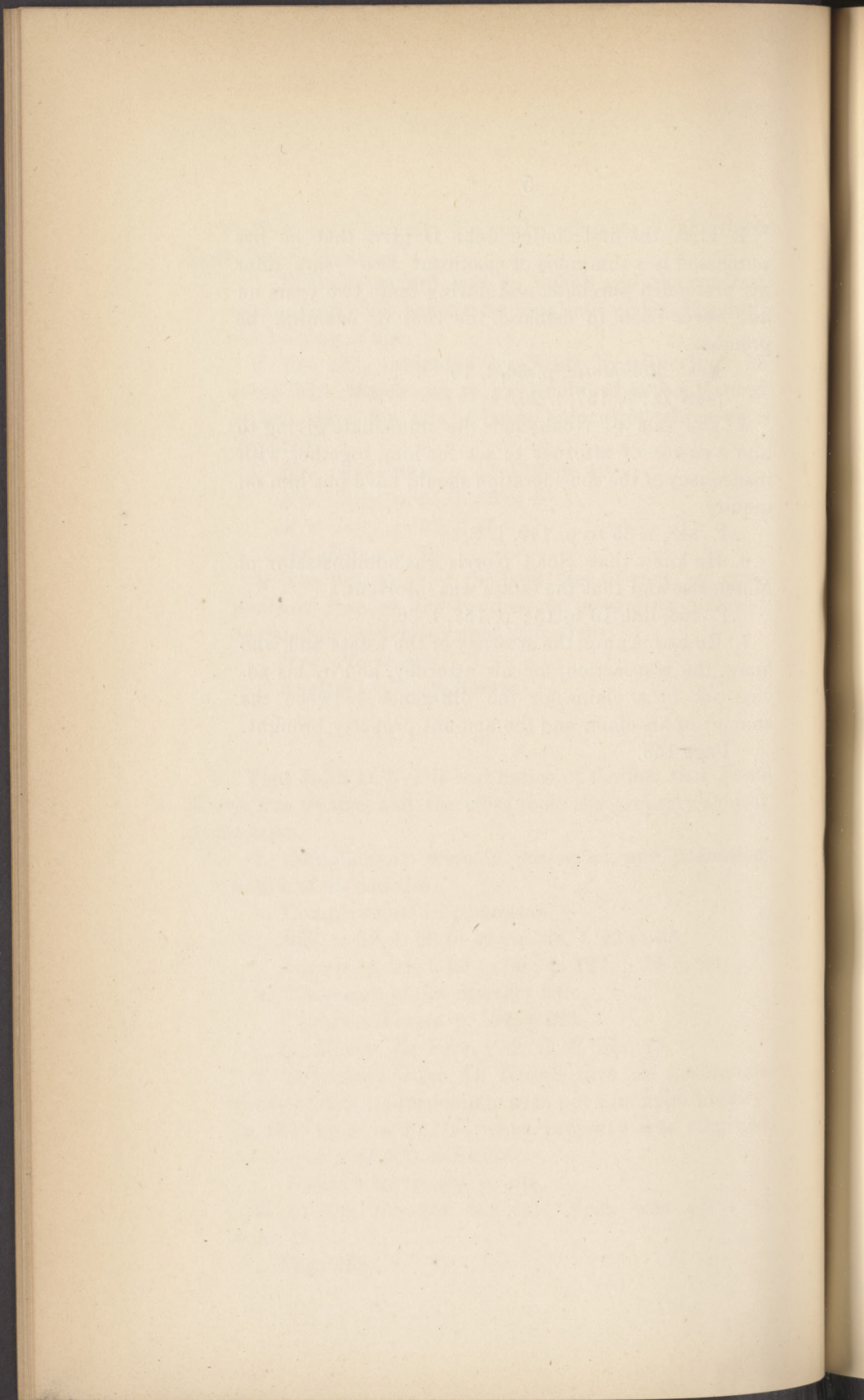
P. 148, l. 35 to p. 149, l. 8.

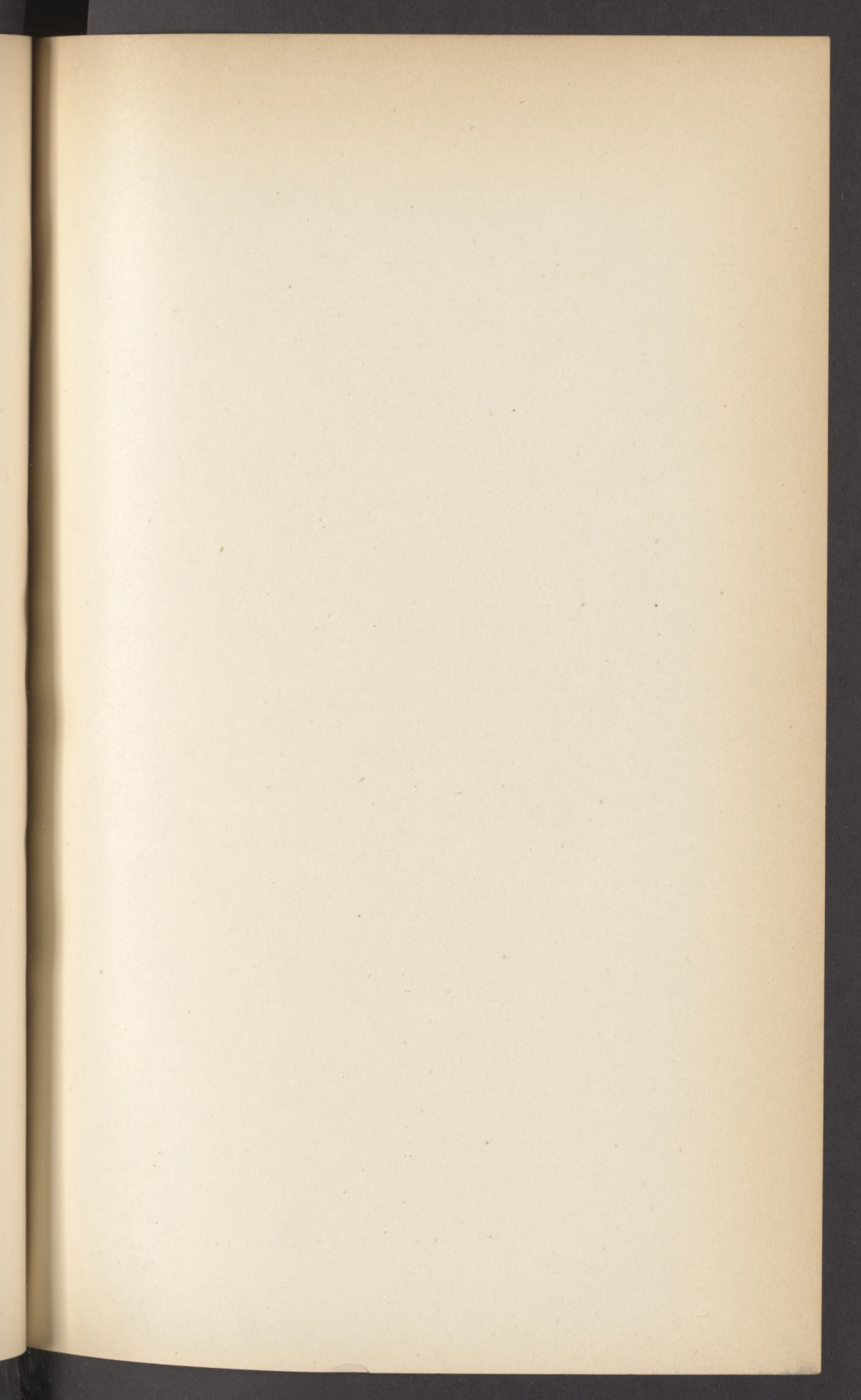
6. He knew that Noah Norris was administrator of Morehouse and that the estate was insolvent.

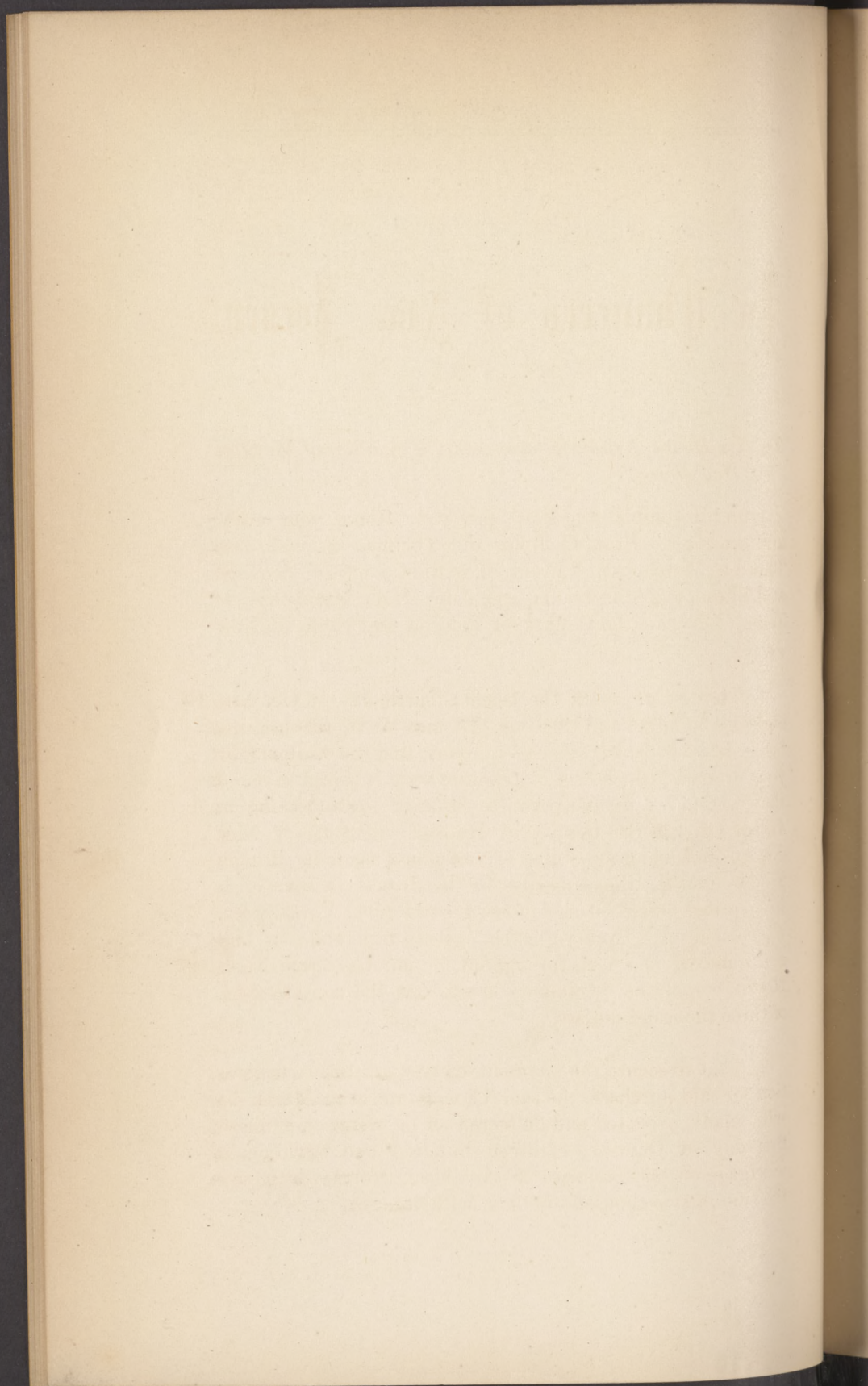
P. 156, line 10 to 15 ; p. 157, l. 30.

7. He had Annin, the attorney of the estate and who knew the transaction, for his attorney, and by his advice put in a claim for the difference between the amount of his claim and the amount property brought.

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In Chancery of New Jersey.

To His Honor ABRAM O. ZABRISKIE, Chancellor of the State
of New Jersey :

Humbly complaining show unto your Honor your orator and oratrixes, Hiram C. Johns and Theressa his wife, late Theressa Morehouse, of Franklin, in the County of Venango and State of Pennsylvania, and Ann Maria Morehouse, of Jersey City, in the County of Hudson and State of New Jersey :

1. That on or about the twenty-fourth day of October, 1851, Thomas W. Morehouse, the father of your oratrix, Theressa Johns, and the husband of your oratrix, Ann Maria Morehouse, became seized in fee of that certain lot of land premises situate, lying and being in Jersey City, in the County of Hudson and State of New Jersey, and which on a map of that place, made by Joseph F. Mangin for the associates of the Jersey Company, is known and described as lot twenty-two (22), York street, which said lot is twenty-five feet wide in front and rear, and one hundred feet deep throughout, by purchase from Noah 20
Norris, one of the defendants hereto, for the consideration of three thousand dollars.

2. That to secure the payment of part of the consideration for said purchase, the said Thomas and Ann Maria his wife, made, executed and delivered on or about the thirty-first day of October, 1851, a mortgage on said premises to said Noah Norris, to secure the sum of two thousand dollars, with interest.

3. That on or about the first day of April, eighteen hundred and fifty-two, the said Thomas W. Morehouse became seized in fee of that certain lot of land and premises situate, lying and being in Jersey City, in the County of Hudson and State of New Jersey, butted and bounded as follows, viz.: Commencing on the easterly side of Greene street and distant eighty feet northerly from the corner of Greene and York streets, in block number seven, (7); thence running northerly along the easterly line of Greene street a distance
 10 of thirty-three (33) feet; thence easterly and parallel with the northerly line of York street, twenty-five (25) feet; thence southerly on a line parallel with Greene street, thirty-three (33) feet; thence westerly and parallel with York street, a distance of twenty-five (25) feet to the place of beginning, which plot is formed from the rear of lot number twenty-four (24) on York street, and the rear of lot number twenty-three (23) on Montgomery street, by purchase from Margaret Stone for the consideration of two thousand dollars.

20 4. That to secure the payment of part of the consideration for said purchase, the said Thomas and Ann Maria his wife, made, executed and delivered on or about last mentioned day, a mortgage on said premises to said Margaret to secure the sum of one thousand dollars, with interest.

5. That on or about the twenty-third day of January, eighteen hundred and fifty-five, the said Thomas W. Morehouse became seized in fee of these two certain lots of land and premises, situate, lying and being at Pavonia, in the fourth ward of Jersey City, in the County of Hudson and
 30 State of New Jersey, in block number one hundred and fifty-six (156), as said block is laid out in a certain map made by Joseph F. Mangin, entitled a map of that part of the town of Jersey commonly called Aharsimus, filed in the clerk's office of the county of Bergen, A. D., 1804, which two lots are now known as numbers six (6) and seven (7) in said block, and taken together are described as follows: Beginning at the westerly side of Grove street at a point distant twenty-five feet northerly from the northwesterly corner of

said street and South First or Garretson street; thence running westerly parallel with South First street one hundred feet; thence northerly parallel with Grove street fifty feet; thence easterly and parallel with South First street one hundred feet to Grove street; thence southerly along the westerly side of Grove street fifty feet to the place of beginning, by purchase from William Pile and Caroline his wife for the consideration of two thousand nine hundred and eighty-seven dollars and fifty cents.

6. That at the time of the said purchase, there was a mortgage unpaid and a lien upon said two lots, given by William Pile and Caroline his wife to Charles G. Sisson, to secure the sum of two thousand two hundred and fifty dollars, with interest, dated the eighteenth day of October, eighteen hundred and fifty-three, and which the said Thomas covenanted to pay. 10

7. That the said Thomas W. Morehouse, being so seized and possessed thereof, on or about the twenty-seventh day of September, eighteen hundred and fifty-five, departed this life intestate, leaving his wife, your oratrix, Ann Maria Morehouse, him surviving, and also leaving your oratrix, Theressa Johns, then Theressa Morehouse, an infant of the age of ten years, his only child and heir at law; and that, upon the death of the said Thomas W. Morehouse, the said three tracts of land described in paragraphs one (1), three (3), and five (5) descended to his said child, your oratrix, Theressa Johns, in fee simple, subject to the right of dower of your oratrix, Ann Maria Morehouse, and to the three mortgages mentioned in paragraphs two (2), four (4), and six (6). 20 30

8. That on or about the fifth day of February, eighteen hundred and fifty seven, letters of administration on the property of the said Thomas W. Morehouse were issued by the surrogate of the county of Hudson to said Noah Norris.

9. That the said Noah Norris, being administrator, as aforesaid, prevailed upon your oratrix, in her own right, and

as guardian of your oratrix, Theresa Johns, to compel the mortgagees in the mortgages hereinbefore mentioned in paragraphs two, four, and six (2, 4, and 6), to foreclose the said mortgages by not paying the interest due on the same, the said Noah Norris alleging to your said oratrix, Ann Maria Morehouse, that it would be the cheapest and quickest way to settle up the estate of the said Thomas W. Morehouse, and that he, Noah Norris, would purchase the said three tracts mentioned in paragraphs one (1), three (3), and five (5) for your oratrix or for the estate of Thomas W. Morehouse deceased when the same were sold by reason of said foreclosure, and that he would let it be known generally that he was purchasing for your said oratrix, or the estate of Thomas W. Morehouse deceased, and that persons knowing that fact would not bid against him; that he would advance the money, and he would hold the property as security for the same as a mortgage, that there would then be one mortgage to one person instead of three mortgages to different persons, and that she might pay the interest on the same, and redeem the same, whenever she was able. And your said oratrix, Ann Maria Morehouse, being ignorant of the law, and having great confidence in the said Noah Norris, and relying upon said promises, was persuaded to refuse to pay the interest on the said mortgages as aforesaid, and in view of the disposition of the property in the manner promised as aforesaid by the said Noah Norris.

10. That the said Noah Norris, being administrator, as aforesaid, on or about the twentieth day of February, eighteen hundred and fifty-seven, assigned the mortgage, mentioned in paragraph two (2), to John D. Norris, one of the defendants hereto, and a brother to the said Noah Norris, for the nominal sum of twenty-two hundred and thirteen dollars, which assignment your orator and oratrixes charge, was colorable and only assigned to give a legal appearance to sales hereinafter mentioned.

11. That on or about the third day of June, eighteen hundred and fifty-seven, the said John D. Norris filed his bill in this honorable court against your oratrixes and the said

Noah Norris, administrator of Thomas W. Morehouse, deceased, setting forth the mortgage, mentioned in paragraph two (2), and praying a foreclosure and sale of the said premises to pay the same; that such proceedings were had in said cause that, afterwards, to wit; on or about the nineteenth day of October, eighteen hundred and fifty-seven, a final decree was made in said cause, decreeing a sale of the tract, mentioned in paragraph one (1).

That an execution was issued upon said decree, by virtue of which the sheriff of the county of Hudson on or about the seventh day of January, eighteen hundred and fifty-eight, sold the said tract to the said John D. Norris for the sum of one thousand dollars.

That at the time of said sale the said tract was worth the sum of three thousand five hundred dollars at a fair valuation, as your orator and oratrixes are informed and believe.

12. That at the said sale the said Noah Norris declared both privately and publicly to your oratrix, Ann Maria Morehouse, and to many others, that he was bidding and purchasing the tract, aforesaid, for your oratrix, Ann Maria Morehouse, or for the estate of Thomas W. Morehouse, deceased. That while the sale was going on, the said Noah Norris sent his agent to persons, who were bidding for the same, and informed them that he (Noah Norris) was purchasing the same for your oratrix, Ann Maria Morehouse, or for the estates of Thomas W. Morehouse, deceased. That the said John D. Norris was not present at said sale, nor did he bid for the same at any time; and that the said Noah Norris, after bidding for the said tract, had the same struck off to the said John D. Norris, alleging to your oratrix, Ann Maria Morehouse, as a reason for doing the same, that as he, Noah Norris, was the mortgagee named in the mortgage, which had been foreclosed as mentioned in paragraph eleven (11), and to pay which the said tract had been sold, and also administrator of the estate of Thomas W. Morehouse, it would not be legal for him to appear to purchase the said tract in his own name, but that in reality he, Noah Norris, had purchased the said tract for your oratrix, Ann Maria Morehouse, or the estate of Thomas W. Morehouse, and that

your oratrix might redeem the same at any time as he had previously promised as aforesaid. That your oratrix did not then know of the assignment mentioned in paragraph ten (10), and being ignorant of the law and having great confidence in the said Noah Norris as aforesaid, and trusting to his said promises, permitted the said tract to remain in the name of John D. Norris.

13. That on or about the thirteenth day of January, eighteen hundred and fifty-seven, Mary Bolen, to whom the
 10 said Margaret Stone had assigned the mortgage mentioned in paragraph four (4), filed her bill in this honorable court against your oratrixes setting forth said mortgage and praying a foreclosure and sale of the tract mentioned therein to pay the same. That such proceedings were had in said cause that afterwards, to wit: on or about the 21st day of July, eighteen hundred and fifty-seven, a final decree was made in said cause decreeing a sale of the said tract mentioned in paragraph three (3). That an execution issued
 20 upon said decree by virtue of which the sheriff of the county of Hudson, on or about the nineteenth day of November, eighteen hundred and fifty-seven, sold the said premises to the said Noah Norris for the sum of one thousand three hundred and twenty-five dollars. That at the time of said sale the said tract was worth, at a fair valuation the sum of two thousand dollars, as your orator and oratrixes are informed and believe.

14. That before and at the said sales, the said Noah Norris privately and publicly declared to your oratrix, Ann Maria Morehouse, and to many others, that he was bidding and
 30 purchasing the said tract mentioned in paragraph four (4) for your oratrix Ann Maria Morehouse, or for the estate of Thomas W. Morehouse, deceased.

15. That on or about the twenty-first day of May, eighteen hundred and fifty-seven, the said Charles G. Sisson filed his bill in this honorable court against your said oratrixes, and the said Noah Norris, administrator of Thomas W. Morehouse, deceased, setting forth the mortgage mentioned

in paragraph six (6), and praying a foreclosure and sale of the said premises to pay the same, that such proceedings were had in said cause, that afterwards, to wit, on the twenty-fifth day of September, eighteen hundred and fifty-seven, a final decree was made in the said cause decreeing the sale of the said premises, and that an execution issued was on said decree by virtue of which the sheriff of the county of Hudson, on or about the seventh day of January, eighteen hundred and fifty-eight, sold the said premises to the said Noah Norris for the sum of twenty-five hundred and 10 fifty dollars and twenty-five cents.

That at the time of the said sale the said tract was worth, at a fair valuation, three thousand dollars, as your orator and oratrixes are informed and believes.

16. That before and at the said sale the said Noah Norris declared, privately and publicly, to your oratrix Ann Maria Morehouse, and to many others, that he was bidding and purchasing the said tract mentioned in paragraph six (6), for your oratrix Ann Maria Morehouse, or for the estate of Thomas W. Morehouse, deceased. 20

17. That by these and other means the said Noah Norris was enabled to purchase the said premises for much less than they were really worth, it being understood generally at said sales that the said Noah Norris was purchasing for the widow and child of Thomas W. Morehouse, deceased, and no one would bid against him except the mortgagees, to the great damage and injury of your said oratrixes, the said Theresa Johns and Ann Maria Morehouse.

18. That the said Noah Norris was, at the time of the sale mentioned in paragraphs eleven, thirteen and fifteen 30 (11, 13 and 15), administrator of the estate of the said Thomas W. Morehouse, deceased, and as such he was bound to protect the rights of your said oratrixes, and that by reason of his said position he had obtained such a knowledge of the property of Thomas W. Morehouse, deceased, that he could only purchase the said tracts as the trustee of the heirs of the said Thomas W. Morehouse, deceased, and the

said Noah Norris having purchased the said tracts as here-
 inbefore set forth, purchased them as trustee of your said
 oratrixes, and the said Noah Norris is bound to convey the
 said tracts to your oratrix Theressa Johns, subject to the right
 of dower of your oratrix Ann Maria Morehouse, upon being
 repaid all the moneys properly expended by him in the
 purchase of the same.

19. That frequently since the sales, in presence of different
 persons, the said Noah Norris has declared that he purchased
 10 the said tracts mentioned in paragraphs one (1), three (3)
 and five (5), for your oratrix, Ann Maria Morehouse or for
 the estate of Thomas W. Morehouse, deceased.

20. That on or about the first day of May, eighteen hun-
 dred and sixty two, the said Noah Norris drew up and de-
 livered to you oratrix, Ann Maria Morehouse, an account in
 which he charges your oratrix with the moneys so by him
 advanced at the said sales, as aforesaid, with the interest
 thereon from the date of said sales mentioned in paragraphs
 thirteen (13) and fifteen (15), and in said account the said
 20 Noah Norris charges your oratrix, Ann Maria Morehouse,
 with the amount of the mortgage mentioned in paragraph
 two (2), with the interest thereon, and gives your said
 oratrix credit for the rents issues and profits thereof to the
 date of the account as aforesaid, treating as nothing, and in
 no wise noticing the said assignment mentioned in para-
 graph ten (10), and the said sale mentioned in paragraph
 eleven (11), which original account is now in the possession
 of your orator and oratrix ready to be produced where and
 when this honorable court may direct.

30 21. That on or about the first day of May, eighteen hun-
 dred and sixty three, the said Noah Norris drew up and de-
 livered to your oratrix, Ann Maria Morehouse, another
 account similar to the account mentioned in paragraph
 twenty (20), except that the account was continued to the
 said first day of May, eighteen hundred and sixty three,
 which account is now in the possession of your orator and

oratrixes ready to be produced when and where this honorable court may direct.

22. That upon an inspection of the records in the clerk's office of Hudson county, it appears that on or about the seventeenth day of February, eighteen hundred and sixty-five, and after the said account was handed to your said oratrix, the said Noah Norris and Sarah Ann, his wife, did execute to the said John D. Norris a deed in form conveying to him, in fee simple, the said tract of land mentioned in paragraph three (3) for the nominal consideration expressed therein of fifteen hundred dollars, while said tract was worth at that time, at a fair valuation, three thousand dollars, as your orator and oratrixes are informed and believe. And your orator and oratrixes expressly charge, that the said deed is voluntary and without consideration, and was made for the purpose of preventing your orator and oratrixes from redeeming the same, and with full notice of all the equities of your orator and oratrixes, and that the said John D. Norris took the same, subject to your oratrixes' right to have the same conveyed to them on the payment of the moneys expended by the said Noah Norris as aforesaid.

23. That by an inspection of the records in the clerk's office, of the county of Hudson, it appears that on or about the thirteenth day of April, eighteen hundred and sixty-five, the said Noah Norris and Sarah Ann, his wife, did execute to the said Brainard T. Norris, one of the defendants hereto, and a son of the said defendant, Noah Norris, a deed, in form, conveying to him in fee simple the premises described in paragraph five (5), for the nominal consideration, expressed therein, of twenty-five hundred dollars, while said land was worth at that time, at a fair valuation, four thousand dollars, as your orator and oratrixes are informed and believe; and your orator and oratrixes do not know whether the said consideration, or any part thereof, was paid by the said Brainard T. Norris to his father, the said Noah Norris; but your orator and oratrixes expressly charge that the said Brainard T. Norris took the said conveyance from his father, Noah Norris, with full notice of all the equities of your

orator and oratrixes, and of their right to have the same conveyed to them by the said Noah Norris, upon the payment by them of the moneys advanced by the said Noah Norris, as aforesaid.

24. That the said Noah Norris was, at the times of the sales, mentioned in the two preceeding paragraphs, viz: twenty-two (22) and twenty-three (23), trustee of your oratrix, and any conveyance by him, without the consent of your oratrix, of the premises was void, and the said Noah
10 Norris never informed your oratrix of any intention or design on his part to convey the said property to others, and that the said records of such pretended conveyances were a surprise to your oratrixes, and were not discovered until about the month of March, 1867.

25. That on or about the fifteenth day of January, eighteen hundred and sixty-six, your orator, Hiram C. Johns, and your oratrix, Theresa Johns (then Theresa Morehouse), intermarried together.

26. That the said defendants, Noah Norris, John D. Nor-
20 ris and Braniard T. Norris, or some one of them, have had possession of the said two tracts mentioned in paragraphs eleven (11) and fifteen (15), and have received the rents, issues and profits thereof, and still have the possession of the same, and receive the rents, issues and profits thereof.

27. That your oratrix, Ann Maria Morehouse, since the death of the said Thomas W. Morehouse has had possession of the said tract mentioned in paragraph three (3), and the shop thereon, and has used and occupied the same as her own property, and that your oratrix, Ann Maria Morehouse,
30 since the death of the said Thomas W. Morehouse, has never paid any rent for her said tract, or shop, nor has any one ever paid any rent for her, or for either of your orator and oratrixes, nor has the rent ever been demanded or spoken of to her, or to any one for her, by the said Noah Norris, or the said John D. Norris, or any one for them or either of them, until the first day of February, eighteen hundred and sixty-

seven; but since the day last mentioned, the said Noah Norris has threatened to disturb your oratrix, Ann Maria Morehouse, in the possession of the said premises, and has threatened to turn her out of the possession of the same.

28. That on or about the day of —, eighteen hundred and sixty-six, the said defendant, Noah Norris, came to your oratrix, Ann Maria Morehouse, and tried to persuade her, your said oratrix, to move from the tract or shop so by her occupied, as mentioned in paragraph twenty-seventh (27), promising your said oratrix that he, Noah Norris, would 10 rent the said tract for enough to pay the interest on the moneys advanced by him as mentioned in paragraph thirteen (13) due to him, and there would be sufficient over to support your said oratrix in a comfortable manner.

29. That the said Noah Norris, John D. Norris and Braniard T. Norris threaten and give out that they intend to sell the said tracts mentioned in paragraph one (1), three (3) and five (5), and your orator and oratrixes believe and charge that it is the design of the said Noah Norris, John D. Norris and Braniard T. Norris to prevent by that means 20 your orator and oratrixes from redeeming the said tracts to the great injury and wrong of your orator and oratrixes.

29. That your orator and oratrixes have frequently, and in a firndly manner, applied to the said Noah Norris and offered to repay him all the moneys that the said Noah Norris has expended properly on account of the purchase of the said tracts mentioned in paragraphs one (1), three (3) and (5), and have requested him to convey to your oratrix, Theressa Johns, subject to the right of dower of your oratrix, Ann Maria Morehouse, the said tracts, and your orator and 30 oratrixes well hoped that he would have complied with such request, as in justice and equity he ought to have done.

30. But now so it is, may it please your Honor, that the said defendants, Noah Norris, John D. Norris and Brainard T. Norris, combining and confederating together with divers other persons at present unknown to your orator and ora-

trixes, but whose names when discovered, your orator and oratrixes pray they may be at liberty to insert herein with apt and proper words to charge them as defendants hereto, and contriving how to injure and wrong your orator and oratrixes, not only refuse to comply with such reasonable request of your orator and oratrixes, but they give out and pretend that the said Noah Norris, being administrator as aforesaid, could and did buy the said tracts mentioned in paragraphs one (1), three (3) and five (5), absolutely and not
 10 in trust for the heirs of Thomas W. Morehouse, deceased; whereas your orator and oratrixes expressly charge that the said Noah Norris, being administrator as aforesaid, could only purchase the real estate of which the said Thomas W. Morehouse died seized, as trustees for the heirs of the said Thomas W. Morehouse.

And at other times they pretend that the said John D. Norris was present at the sale mentioned in paragraph eleven (11), and bid for and purchased the tract there mentioned absolutely, whereas your orator and oratrixes expressly
 20 charge that the said John D. Norris was not present at the said sale, and that the said Noah Norris bid for and purchased the same in trust for the estate of Thomas W. Morehouse, deceased, and that it was struck off in the name of John D. Norris by the order of Noah Norris, and for the reason hereinbefore stated in paragraph twelve (12).

And they at other times pretend that the said deeds from Noah Norris to John D. Norris, mentioned in paragraph twenty-two (22), and from Noah Norris to Brainard T. Norris, mentioned in paragraph twenty-three (23) were bona
 30 fide conveyances for a good and valuable consideration, and that they were not made with a full knowledge of your orators and oratrixes equities. Whereas your orator and oratrixes expressly charge the contrary to be true, and that any deed made by the said Noah Norris while he was trustee as aforesaid was void, and that the said Noah Norris was trustee, as aforesaid, at the time of the execution of said deed. All of which acting is contrary to good conscience and equity and tends to the manifest injury of your orator and oratrixes in the premises.

40 In consideration whereof, and for as much as your orator

and oratrixes can only have adequate relief in the premises in a court of equity where matters of this nature are properly cognizable and reliable to the end thereof.

1. That the said Noah Norris, John D. Norris and Brainard T. Norris and their confederates, when discovered may true answer make under oath to all and singular the premises as fully and as particularly as if the same were here again repeated.

2. That it may be declared by the decree of this honorable court, that the said Noah Norris was, and is trustee for 10 your said oratrix.

That the said John D. Norris, Noah Norris and Brainard T. Norris may be compelled by the decree of this honorable court to convey the said tracts mentioned in paragraphs one (1), three (3) and five) to your oratrix Theresa Johns, subject to the right of dower of your said oratrix, Ann Maria Morehouse, upon your oratrix Theresa Johns, repaying to the said Noah Norris all moneys by him properly paid and expended in the purchase of the said tracts.

4. That an account may be taken of the rents issues and 20 profits of the tracts mentioned in paragraphs one (1) and five (5), while in the possession or occupation of the said Noah Norris, John D. Norris and Brainard T. Norris as mentioned in paragraphs twenty-five (25), and that the same may be deducted from the sum so properly advanced by the said Noah Norris as aforesaid.

5. That the said pretended deeds mentioned in paragraphs twenty-two (22) and twenty-three (23) may be decreed to be null and void.

6. That in the meantime the said Noah Norris, John D. 30 Norris and Brainard T. Norris, may be restrained by the order and injunction of this honorable court, from conveying, selling or in anywise disposing of, and from any way encumbering said tract or any part thereof.

6. And that the said John D. Norris be enjoined from

commencing or continuing any proceeding at law, touching or relating to the possession of the said tracts in possession of your oratrix, Ann Maria Morehouse, as mentioned in paragraph twenty-six (26), or from disturbing her possession of said premises.

7. And that your orator and oratrixes may have such other and further relief in the premises as the nature of the circumstances of this case may require, and to your honor shall seem meet. May it please your honor, the premises considered to grant unto your orator and oratrixes, not only the States
 10 most gracious writ of injunction, issuing out of and under the seal of this now honorable court, to be directed to the said Noah Norris, John D. Norris and Brainard T. Norris, restraining them from conveying, selling or in anywise disposing of, and from any way encumbering the said three tracts mentioned in paragraphs one (1), three (3) and (5), or any part of them, and to the said John D. Norris, restraining him from commencing or continuing any proceedings at law, touching the said tract in the possession of your
 20 oratrix Ann Maria Morehouse, as mentioned in paragraph twenty-six (26), but also the State's most gracious writ of subpoena, to be directed to the said Noah Norris, John D. Norris and Brainard T. Norris, commanding them, at a certain day, and under a certain penalty therein, to be limited personally, to be and appear before your Honor in this honorable court, and then and there full, true, direct and perfect answer make to all and singular the premises, and further stand to and perform, and abide such further order, direction and decree therein, as to your Honor shall seem
 30 meet and agreeable to equity and good conscience.

And your orator and oratrix shall ever pray, &c.

JAMES B. VREDENBURGH,
Solicitor for the Complainant.

NEW JERSEY, *to wit* : Ann Maria Morehouse, of full age, being duly sworn on her oath, saith : that she is one of the complainants in the foregoing bill of complaint named, and that the matters and things set forth in the said bill, so far as relates to her own acts and doings are true, and so far as

relates to the acts and doings of others she believes them to be true. And the said Ann Maria Morehouse further says, that she was the wife of the said Thomas W. Morehouse, deceased, and that he died intestate at the time mentioned in the foregoing bill of complaint, and that the said Theressa Johns was his only child, and the said Noah Norris was the administrator of the said estate, and did promise her that he would purchase the said real estate of the said sales mentioned in said bill, for her, or for the estate of Thomas W. Morehouse. That she was present at the said sales, and 10 that he declared to her and to others, in her presence, at the said sales, that he was purchasing the said property, then being sold, for her or for the estate of Thomas W. Morehouse, deceased, and that no one bid against the said Noah Norris, at the said sales, except the said mortgagees, on that account. And that at the sales mentioned in paragraph eleven (11) in said bill, that John D. Norris was not present, nor did he bid for the same, and that the said Noah Norris did hand her an account as mentioned in paragraph twenty-two (22) and twenty-three (23), and did charge her 20 with his advances and interest thereon, and gave her credit for the rents, issues and profits of the said tracts as mentioned in said paragraphs.

And that the said accounts were in the handwriting of the said Brainard T. Norris, and that she has offered to repay him the money so advanced by him, the said Noah Norris, and he has refused to permit her to redeem the same, or either of your orator and oratrixes, and that in the account given to your oratrix, Ann Maria Morehouse, on the seven- 30teenth day of February, eighteen hundred and sixty-seven, for the rent of the property so occupied by her, the said Noah Norris signs himself as agent of said John D. Norris.

(signed) ANN W. MOREHOUSE.

Sworn and subscribed this 10th day of May, 1867, before me,

BENNINGTON F. RANDOLPH,
Master in Chancery.

IN CHANCERY OF NEW JERSEY.

Between

HIRAM C. JOHNS, *et. al.*, Complain-
ants,

and

NOAH NORRIS, *et. al.*, Defendants.

Bill for Relief.

Order to Amend.

On motion of James B. Vredenburg, solicitor for complainants, it appearing that no answer, plead or demurrer has been filed in the above cause, it is ordered that the
10 bill of complaint therein be amended by inserting in said bill, immediately after the eighth paragraph thereof, the following words: "That the said Noah Norris, being administrator, as aforesaid, immediately ascertained that the personal estate of the said Thomas W. Morehouse, deceased, was not sufficient to pay the debts of the said Thomas W. Morehouse, deceased."

And that the said amendment be made by attaching a copy of this order to said bill, and not by interlining the same.

IN CHANCERY OF NEW JERSEY.

The separate answer of Noah Norris, defendant, to the bill of complaint of Hiram C. Johns and Theressa his wife, and Ann Maria Morehouse, complainants.

This defendant, now and at all times hereinafter, saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainants' said bill of complaint contained, for answer thereto or unto so much and such parts thereof as this defendant is advised is material for him to make answer, he 10
answers and says :

This defendant admits that on or about October 24th, 1851, Thomas W. Morehouse became seized in fee of that certain lot of land and premise situate, lying and being in Jersey City, Hudson County, New Jersey, and which, on a map of that place, made by Joseph F. Mangin, for the associates of the Jersey Company, and known and described as lot (22) York street, which said lot is 25 feet wide in front and rear and 100 feet deep throughout, by purchase from Noah Norris, this defendant, for consideration of \$3,000. 20

This defendant says that, to secure a part of the purchase money of the said lot, the said Thomas and Ann his wife executed and delivered to the said Noah the said mortgage for \$2,000, bearing date October 31, 1851, and was acknowledged November 1, 1851, and registered in clerk's office of the county of Hudson, November 5th, in said year, in book (8) of mortgages for that county, page (53), to which said mortgage, or registry thereof, for greater certainty, reference is made.

The mortgage, last stated, is the same mortgage mentioned in paragraph (2) of said bill of complaint. 30

And this defendant admits that on or about April 1st, 1852, the said Thomas became seized in fee of the lot described in paragraph (3) in said bill, commencing on the easterly side of Greene street and distant 80 feet northerly from the corner of Greene and York streets, in block number (7), thence running northerly along the easterly side of Greene street (33) feet, thence easterly and parallel with the northerly line of York street (25) feet, thence southerly and on a line parallel with Greene street (33) feet, thence westerly and parallel with York street, a distance of (25) feet, to the place of beginning, which lot this defendant believes was purchased from Margaret Stone, but for what consideration this defendant has no knowledge.

And this defendant, further answering, admits, as his information and belief, that on or about June 23, 1855, Thomas W. ——— became seized in fee of the said two lots of land in block (156), as set forth in paragraph number (5), being lots (6 and 7) in said block.

And this defendant, from information and belief, admits
20 that there was such a mortgage on the said lots (6) and (7), in block (156), given by said Pile and wife to said Charles G. Sisson for \$2,250. But, nevertheless, this defendant asks that the said title-deeds for the property in paragraph number (1), the said mortgage in paragraph number (2), the said deed in paragraph number (3), the said mortgage in paragraph number (4), the said deed in paragraph number (5), and the said mortgage in paragraph number (6) may be produced and shown before this honorable court.

And this defendant, from information and belief, admits
30 that the said Thomas W. departed this life on 27th September, 1855, intestate, leaving his widow, Ann M. M., and his daughter, Theressa M., him surviving, as to whose age this defendant cannot answer.

This defendant believes it to be true that the said property is descended as in said paragraph (7) is set forth.

And this defendant admits that letters of administration were issued to the said Noah Norris, this defendant, on the estate of Thomas W., on or about the 25th February, 1857, and not on the 5th day of February, 1857. But this defendant
40 charges, that the complainants have concealed the fact, that

on the 29th day of September, 1855, letters of administration were issued on the said estate of Thomas W., to the said Ann M., one of the complainants, who took upon herself the burden of administering the said estate, which letters were subsequently revoked for the unfaithful conduct of the said Ann as such administratrix.

And this defendant denies the charge, in paragraph (9), and says the same is utterly untrue; that he, Noah Norris, being administrator as aforesaid, prevailed on the said Ann, in her own right, and as guardian of Theresa Johns, to 10 compel the mortgagees mentioned in paragraphs (2), (4) and (6) to foreclose the said mortgages by not paying the interest due on the same, and denies that he alleged to the said Ann M., that it would be cheapest and quickest way to settle up the said estate of Thomas W. Morehouse, and denies that this defendant would purchase the said three lots in paragraph (1, 3 and 5), for the said Ann Maria, and for the estate of Thomas W., when the same were sold by reason of said foreclosure, and denies that he, the said Noah Norris, would let it be known generally 20 that he was purchasing for the said Ann Maria, or for the estate of Thomas W. Morehouse, and that persons knowing that fact would not bid against him, and that he would advance the money and would hold the property as surety for the same as a mortgage, and that there would then be one mortgage to one person, instead of three mortgages to different persons; and that the said Ann Maria M— might pay the interest on the same and redeem the same whenever she was able, and this defendant, Noah Norris, denies that the said Ann M., was ever persuaded by him, this de- 30 fendant, to refuse to pay the interest on the said mortgage, as aforesaid, and in view of the disposition of the property in the manner promised by this defendant, Noah Norris.

This defendant admits that on or about February 20th, 1857, he assigned the mortgage mentioned in paragraph (2) in the said bill to John D. Norris, who was his brother, for the amount of principal and interest secured by said mortgage, as he lawfully might, he being owner of said mortgage in his own right, and not as administrator of the estate of the said Thomas; and this defendant denies the 40

charge in the said bill that the said assignment was colorable, and was only designed to give a legal appearance to sales in the said bill thereafter mentioned.

13. And this defendant admits it to be true that a bill was filed in the Court of Chancery of New Jersey to foreclose on June 3d, 1857, the mortgage in paragraph (2) in said bill set forth; that a decree was made for the sale of the said lot (22) York street, and execution issued to the sheriff, and that said lot was purchased by John D. Norris
 10 for the sum of one thousand dollars, and this defendant says that said lot was worth \$2,400 and not \$3,000, as is charged in the said bill; and that the said lot was worth when sold about the amount of the decree of John D. Norris.

And this defendant denies that at the said sale he declared both privately and publicly to said Ann M., and to many others, that he was bidding and purchasing said tract for said Ann or for the estate of said Thomas, deceased.

And this defendant denies that he sent his agents to persons who were bidding while the sale was going on, and informed them, that he, Noah Norris, was purchasing the same for Ann M., or for the estate of Thomas W. Morehouse, deceased.

And this defendant, Noah Norris, denies the charge that John D. Norris was not present at the said sale and did not bid for the same at any time, and denies that the said Noah Norris, after bidding for the said tract, No. (22) York street, had the same struck off to the said John D.; and this defendant denies the charges in the said bill in said paragraph (12), that he alleged to the said Ann M. as a cause for
 30 doing the same, that as he the said Noah was the mortgagee named in the said mortgage, which had been foreclosed as mentioned in paragraph (11), and to pay which said tract had been sold; and also administrator of the estate of Thomas W. Morehouse, it would not be legal for him to appear to purchase the said tract in his own name, but that in reality he, the said Noah, had purchased the said tract for Ann M. or for the estate of Thomas W., and that the said Ann M. might redeem the same at any time, as he, this defendant, had previously promised as aforesaid, all of which
 40 charges are untrue.

And this defendant does not know whether or not the said Ann M. knew of the assignment mentioned in paragraph (10) in the said bill, and denies the charge in the said bill that the said Ann M., trusting to the said promise, permitted the said tract to remain in the name of John D. Norris. And this defendant states the fact to be that when the said lot (22) York was sold by the sheriff of the county of Hudson, John D. Norris the purchaser was present at the said sale, and bid personally the sum of one thousand dollars, and the property was struck down to him. That the said John 10 D. Norris stood ready to bid the whole amount of the said decree in his favor, and such amount was about the value of the property at the time of sale.

And this defendant admits that on January 30, 1857, Mary Bolen filed her bill to foreclose mortgage on Greene street property, and decree obtained to foreclose and sell property in paragraph (3) in bill; execution issued on such decree and property re-sold by sheriff, and that this defendant purchased said property for \$1,325; and this defendant denies that the property was worth more than this bid at 20 that time or about that time; and denies that the property, either before or afterwards, was worth \$2,000.

And this defendant denies the charge in paragraph (14), that he privately and publicly declared to the said Ann M., and to many others, that he was bidding and purchasing the said Greene street property on mortgage in paragraph (4) described, for the said Ann M. or for the estate of Thomas W.

And this defendant admits, that on May 21, 1857, Charles G. Sisson filed his bill in the, &c., against the parties therein 30 described, which this defendant believes are the same parties named in the said bill for foreclosure of mortgage named in paragraph (4) on Grove street property, and that a decree was obtained in the said cause, and execution was issued and placed in the hands of the sheriff, and the said property was sold to this defendant for \$2,550.25; that this bid was to the full value of said property, and said property was not worth \$3,000 charged in said bill, the said lots being vacant lots.

And this defendant expressly denies the charge in para- 40

graph (16) in the bill, that he declared, privately and publicly, to said Ann M., and to many others, that he was bidding for and purchasing said tract mentioned in paragraph (5) for the said Ann M. or for the estate of said Thomas, deceased.

Now this defendant denies the charge in paragraph (17) that by these and other means this defendant was enabled to purchase the said tract as in the said bill thereinbefore set forth, for much less than they were worth.

- 10 And this defendant denies that it was understood generally at the sales that this defendant was purchasing for the widow and child of said Thomas, no one would bid against him except the mortgagees of the said mortgages to cover their mortgages.

And this defendant admits, that at the time of the sales mentioned in paragraphs (11, 13 and 15), he was administrator of the estate of Thomas W. Morehouse.

- 20 And this defendant denies that he obtained such a knowledge of the property of said Thomas, deceased, that he could only purchase the said tracts as trustee for the heirs of the said Thomas. And this defendant denies that he purchased the said tract as trustee, and is bound to convey the same to Theresa Johns, subject to the right of dower of the said Ann.

And this defendant denies the charge in paragraph (19), that frequently since the said sales, in the presence of different persons, he has declared that he purchased the said tracts mentioned in paragraph (1, 3 and 5) for the said Ann or for the estate of Thomas W.

- 30 And this defendant admits that he has delivered accounts, and it may be same account referred to in paragraph (20 and 21) in said bill set forth to said Ann.

14. And this defendant asks that said accounts be produced before this court, as said accounts will speak for themselves; and this defendant denies that said accounts were delivered on the basis or in accordance with the charges in the said bill set forth; and this defendant denies that by virtue of any such accounts he holds the said property in the said bill described as trustee, or is bound to convey the said

property, that such accounts were delivered under the circumstances hereinafter stated.

And this defendant admits that on or about February 17, 1865, this defendant and wife conveyed to John D. Norris, Greene street property described in paragraph (3) in said bill for the consideration of \$1,500, as this defendant lawfully might. And this defendant denies that property, at the time of the said conveyance, was worth \$3,000; denies said deed was voluntary and without consideration, and for the purpose of preventing said complainants from redeeming 10 the same; and this defendant denies that the same was made with any notice of the equities of the complainants; and this defendant denies that complainants had, or now have, any equities against the said property in last deed described; and this defendant denies that complainants have any right to have property conveyed to them on payment of money expended by him; and this defendant admits that on or about April 13, 1865, which day will more fully appear by an inspection of the said deed, this defendant and his wife conveyed to Brainard D. Norris, his 20 son, the Grove street property, described in paragraph (5), for the consideration of \$2,500, and this defendant denies that said property was worth \$4,000.

Says he received the consideration of the said sale of the last referred to property from the said Brainard T. Norris, and denies that the said Brainard took the last named conveyance from this defendant with full notice of all the equities charged in the said bill, or subject to any equities whatsoever, as set forth in the complainant's bill; and this defendant denies that the said complainants have the right to 30 have the same conveyed to them upon the payment of the moneys advanced by this defendant.

Denies that at the time of the sales mentioned in paragraphs (22 and 23) he was trustee of the said complainants, or any of them. And this defendant denies that it was his duty in any way to inform the complainants of his purpose to sell the said lands and premises; denies the charge that he did not communicate to complainants the sale of the Greene street property described in paragraph (22) last referred to, and is not certain whether he did not com- 40

municate the sale of the Grove street property, being the property in paragraph (23) referred to.

And this defendant charges that he had, previous to said sales, informed the said Ann M. of his (this defendant's) estate and interest in the property, and that his estate and interest was absolute in said property, and the said Ann M. had utterly refused to take any charge, care or interest in the said property as this defendant will hereinafter show.

And this defendant says that it is untrue that the said
10 conveyances were a surprise to the said complainants any more than the conveyance of any property by any owner would be a surprise to any other. And this defendant respectfully submits that the said conveyances were not void, but were valid and binding in law and in equity.

This defendant knows nothing to the contrary, but believes it to be true, that on the fifteenth day of June, eighteen hundred and sixty-six, Hiram C. Johns married Theresa Morehouse.

And this defendant says that Noah Norris, John D.
20 Norris, or some one of them have held possession of the part of the lot (22) York street, mentioned in paragraph one, in the bill, and the whole of the lots in paragraph five, being the Grove street property, which last mentioned lots until recently were vacant lots; and whatever rents have been paid have been received by said defendants or one of them. And the said Ann M. now unlawfully holds a part of the said lot (22) York street without any color of right or equity.

And this defendant admits that the said Ann M. has had
30 possession of the lot in paragraph 3, mentioned as charged in the said bill, but this defendant says that she has not lawfully occupied the same as her own property, and this defendant says that any claim or ownership in the said property, on the part of the said Ann M. or any of the complainants, is not only unlawful but unjust.

And this defendant admits that the said Ann M. has not
40 paid any rent for the said tract or shop, but denies that rent has not been demanded, as in said paragraph twenty-seven is charged. And this defendant says that he has brought an action of ejectment to recover the possession of the said

Greene street property in the Supreme Court of the State of New Jersey against the said Ann M., the further proceedings in which he has stayed by reason of the injunction issued under this bill.

And this defendant admits that on or about the — day of September, eighteen hundred and sixty-six, or some other time, this defendant went to the said Ann M., as charged in paragraph (28) in said bill, and tried to persuade her to leave the shop, as she should have done, but this defendant denies, promising to the said Ann M. that he would rent the 10 said tract for enough to pay the interest on the moneys advanced by him as mentioned in paragraph (13), due to him, and that there would be sufficient over to support the said Ann M. in a comfortable manner.

And this defendant says that he has not threatened to sell any of the property in paragraphs (1, 3 and 5), as in paragraph (29) in said bill is charged, for the purpose in said paragraph charged. And this defendant denies that the complainants have applied to this defendant and offered to repay him the money he had expended on the said property, 20 and requested this defendant to recover the said property as in the said paragraph (30) in the said bill charged.

And this defendant in further answering, says that in the year eighteen hundred and fifty-one he became acquainted with Thomas W. Morehouse, and in that year sold to the said Thomas lot (22) York street, in Jersey City, and took back from said Morehouse as mortgage on the same lot for \$2000.

And from the acquaintance then made, the said Thomas and his wife visited the family of this defendant in the city 30 of New York, and a considerable intimacy existed between this defendant and his family, and the said Thomas W. and his family up to the time of the death of the said Thomas, the time of whose death was, as this defendant believes, on the 27th day of September, 1855, as charged in the said bill. After the death of the said Thomas W., and on the 29th day of September, 1855, the said Ann M. took out letters of administration on the estate of her husband, Thomas W., deceased, and on the 29th day of March, 1856, filed an inven-

tory purporting to be an inventory of the estate of her husband.

And this defendant says that it will appear by the said inventory that the personal estate that came to her hands as such administratrix amounted to nine thousand eight hundred and twenty-six dollars and fifty-seven cents, of which the amount in value of seven thousand one hundred and twelve dollars and sixty-five cents was set down as goods.

The following is a summary of said inventory :

| | | |
|----|--|------------|
| 10 | The goods and chattels in the store, and furniture in the dwelling of deceased inventoried at..... | \$1,855 78 |
| | Accounts due the estate marked worthless..... | 2,713 91 |
| | Accounts due marked good..... | \$5,256 88 |

To which said inventory of the said Ann, administratrix of the said Thomas, for greater certainty, reference is made.

After the death of her husband the said Ann M. continued to visit in the family of this defendant.

In consequence of the intercourse of the said Ann with the family of this defendant, after the death of her husband, 20 this defendant became informed of the difficulties, which she, the said Ann M. had fallen into as such administratrix; the said Ann M. never filed any account of her administration with the surrogate of the county of Hudson, and utterly disregarded her duty as administratrix, and in consequence thereof, as this defendant is informed, the securities of the said Ann or Edgar Norris one of them took legal proceedings to revoke the letters of administration which had been granted to her, and the said letters of administration granted to her was revoked on Feb- 30 ruary 17, 1857, by the Orphans' Court of the County of Hudson. In which said proceedings of the Orphans' Court of the county of Hudson reference is made. In these difficulties the said Ann M., owing to the fact of the intimacy which had existed between this defendant and his family, and the said Thomas W., and the said Ann M., sought assistance from this defendant; and she and her counsel, last selected, urged this defendant to administer. The said counsel assuring this defendant that it would be a

short matter, and that this estate could be soon closed and settled. The said Thomas W. in his lifetime was engaged in business as a tinsmith on the property in Greene street; and the said Ann M., after the death of her husband, instead of settling up the estate for which she was administratrix, endeavored to carry on the same business, and in doing so mingled her own affairs with those of her husband's estate, and of the true condition of the said administration and the affairs of the said Ann M. this defendant was ignorant. In consequence of the request of the said Ann M., this defendant being persuaded, reluctantly consented to administer upon the estate of Thomas W. Morehouse, deceased, and letters were granted to him on the 25th of February, 1857, as this defendant is informed, the original letters having been left with Joseph Annin, Esq., formerly counsellor at law at Jersey City, who has since departed this life. 10

After taking out letters of administration as aforesaid, from the best information he could obtain, and on the 16th of March, 1857, this defendant filed his inventory. This defendant found the estate of Thomas W. insolvent, and this defendant caused suits to be instituted against many persons whom this defendant supposed and believed were indebted to the said estate. This defendant found that the moneys due the said estate which were collectable had been principally collected by the said Ann M. That the said Ann M. had paid some debts owing by her deceased husband in full, and other moneys which she, the said Ann M. had collected, she had used for her own support and to carry on the same business which her husband previously in her lifetime had carried on. 20

This defendant was the holder of a mortgage on the said lot (22) York street, for the sum of \$2,000, which had been given to him on October 31st, 1857, and no interest had been paid on the said mortgage from the time of the death of the said Thomas W. Morehouse, notwithstanding this defendant several times demanded the interest from the said Ann M. while she was such administratrix. So little assets were in the hands of this defendant or that he could get hold of, that he was unable to keep down interest in the mortgages against the real estate, and the holders of the said 30 40

mortgages in the said bill set forth with full knowledge of the said Ann M. commenced proceedings of foreclosure in the Court of Chancery thereon.

This defendant says, that on February 20, 1857, and previous to the time that he, this defendant, took out letters of administration, this defendant assigned the said mortgage of two thousand dollars on the lot number (22) York street, to his brother John D. Norris. That such assignment was *bona fida*, and without any fraud or fraudulent intent and
10 for full value.

The said Ann knew that there was not money in hand to pay the principal or interest due on the said mortgage, and that there was not money enough in hand to pay the interest in arrear on the said mortgages. The said Ann was fully apprised of the purpose to foreclose the said mortgage, and was fully aware that the said lands mortgaged could not be redeemed from the operation of the same.

The said foreclosure proceedings went on with the full knowledge of the said Ann M. and Theressa her daughter,
20 they being parties defendants to the said foreclosures, and having been actually served with process of subpoena in the causes of foreclosure.

The said Ann M. while she was administrating received the rents of the property in said bill described, covered by the said mortgages, and appropriated the same to her own use, and never accounted for or paid over the same, and never paid the taxes on the property covered by the said mortgages and did not pay the interest on the said mortgages as before stated, when the said Greene street, York street and
30 Grove street properties were sold under the foreclosure, there was no agreement or understanding whatever, that the said John D. Norris or this defendant should purchase either of the said properties for the said Ann M., the said Theressa, her daughter, or for the estate of the said Thomas W.

That nothing took place expressly or by implication which would or could lead the said complainants, or any of them, to believe that this defendant or the said John D. Norris in the said purchases at the said foreclosure sales, took the title to the said properties, or either of them, as trustees for any-
40 body whatever.

No effort was made to keep off competition among bidders at such foreclosure sales, as has been most wrongfully charged by the said complainants' bill.

On the contrary the said purchases of the said mortgaged premises were open, public, bon-fide and honest.

This defendant further answering says, that he filed his account of administrator of the estate of Thomas W. Morehouse on January 29, 1859, in the surrogate office of the county of Hudson, to which for greater certainty reference is made, and a decree of distribution was made by the Orphans' Court of the county of Hudson on the 18th of February, 1859, to which for greater certainty, reference is made.

And this defendant in further answering, as before stated, says that the said Ann, after the death of her husband, went on with the business of her said husband, as if he had not departed this life.

That the said business of the said Thomas W. was that of a tinsmith, a dealer in stoves and a manufacture of checks, used in railroads. The said Ann used the stock on hand belonging to the estate of her deceased husband, bought other stock, manufactured and sold articles in the said business, and never accounted for the property which belonged to the estate of her deceased husband, used in the said business.

After this defendant became administrator of the estate of said Thomas, he was brought into frequent intercourse with the said Ann, and was informed by her of her business.

This defendant, at the request of the said Ann, and to aid her, became surety for her to a small extent with persons with whom she dealt in the city of New York in the purchase of articles used in her said business. This defendant became surety for her with a person by the name of David Moffat, who was a dealer in leather in the city of New York, of whom she purchased leather used in making straps for railroad checks. And also with the Waterbury Brass Company in New York, which company were dealers in brass, brass being used in making railroad checks.

This defendant also advanced the said Ann M. money to enable her to buy stoves and also to pay the men employed by her. A portion of these moneys were repaid to this defendant, but they were not all repaid.

As the said Ann M. went on in business, aided and assisted by this defendant, she conceived the idea that she would like to purchase the property which had formerly belonged to her husband, and somewhere about the year 1862 spoke to this defendant relative thereto; she, the said Ann, stating that for that purpose she thought she could get the assistance of some friend, who would aid her in that particular.

The said Ann M. was then indebted to this defendant for
10 assistance rendered to her in her business, and in various ways.

This defendant thereupon said to her that if she, the said Ann M. would pay the money that she owed him, with interest, on the accounts between them, which did not relate to the mortgaged premises in the said bill set forth, and also pay the costs of the Greene street and the Grove street property, with what he, this defendant has expended thereon, and interest, he would convey the same to her. This defendant also said that if his brother John D. would consent,
20 he would endeavor to make the same arrangement for that property. Thereupon, at the request of the said Ann, he made up account or accounts, and rendered the same to her. These accounts, as this defendant believes, included the indebtedness of the said Ann outside of the said mortgaged premises, and also the accounts of the said mortgaged premises. As to the Grove street property, the said Ann wanted the same conveyed to Jane Ann Van Varick, wife of Peter Van Varick, of the city of New York.

In consequence of this conversation between this defend-
30 ant and the said Ann, this defendant went so far, in the month of May, 1863, as to have a deed prepared for the Grove street property, to the said Jane Ann Van Varick, which he delivered to the said Ann, which deed she kept for three or four weeks, and then refused to take the property.

This defendant also said to her, that he would convey to her the Greene street property upon being paid what was due him, and what the property had cost him, and such conveyance the said Ann positively refused.

40 The said money was received in the spring of 1863, just

prior, as the defendant believes, to rendering accounts as aforesaid to the said Ann. Thereupon, this defendant requested the said Ann to pay him what she owed him on a general account, and to take the Grove street and Greene street property at what it had cost this defendant, with interest, and the said deed was made out to the said Jane Van Varick for the Grove street property as before stated. The said Ann M. Morehouse declined to take the deed so, as aforesaid, made out to the said Jane Ann Van Varick, for the Grove street property, and also declined to take any deed 10 for any of the property.

She, the said Ann, fully came to the conclusion not to accept of any offer which had been made to her relative to the money she owed this defendant, and relative to acquiring the property which had been, as aforesaid, sold under the foreclosures. In the then condition of the country, she, the said Ann, did not regard the property as worth purchasing by paying her indebtedness.

And the said Ann M. took up her residence on that property.

And this defendant charges the fact to be, that the said Ann M. absolutely refused to take any of the property in the said bill said forth, and absolutely refused to pay what is due to this defendant from the said Ann M. But now, after the said property has risen in value, she comes forward with the fraudulent pretence that this defendant and his brother, when they purchased this property, above referred to, at sheriff's sale, purchased the same as trustees for the said Ann M., and thereby seeks to extort money from this defendant, or to take advantage of the higher price of property since the war and since the currency has been depreciated in value, and to get a purchaser therefore beyond the sum, if possible, that it has cost this defendant. 20

And the said Ann M., as this defendant believes, fraudulently keeps back the fact that as this defendant recollects and believes there was an account or accounts rendered to him which included a general indebtedness from this said Ann M. to this defendant.

This defendant has hereunto annexed a certified copy of the decree of the Orphan's Court of the county of Hudson, 40

revoking the letters of administration of the said Ann Maria Morehouse.

And this defendant denies all unlawful combinations and confederacy in said bill charged without that; that any other matter or thing, &c., in this behalf most wrongfully sustained.

I. W. SCUDDER,

Solicitor for and of Counsel with Defendant.

JANUARY TERM, A. D., 1857.

10 February 17th, A. D., 1857, ten o'clock, A. M. The Court met. Present, Hon. E. B. Dayton Ogden and Samuel Browning.

In the matter of the petition of Edgar Morris, one of the trustees of Ann M. Morehouse, administratrix of Thomas W. Morehouse, deceased.

20 It having been represented to this court by the petition of Edgar Morris, one of the sureties on the administration bond given by Ann Maria Morehouse, administratrix of Thomas W. Morehouse, deceased; that the said petitioner had discovered and believed that the said administratrix was wasting and mismanaging the estate of said deceased, whereby the said surety might become liable to loss and damage; and thereupon an order of this court was made pursuant to the estate in such case provided, bearing date on the thirtieth day of January last, directing the said administratrix to render an account of her administration to said surety, on the tenth day of February, then next ensuing.

30 And it now appearing to the court that said administratrix had neglected to render such account, or render separate security to her said surety for the true payment of the balance remaining in her hands to creditors or representatives of said deceased, and no cause being assigned for such neglect and refusal. It is thereupon, on this 17th day of February, A. D., 1857, in pursuance of the statute in such case made and provided, whenever adjudged and decreed, that the letters of administration heretofore granted to the said Ann Maria Morehouse, on the estate of the said Thomas

W. Morehouse, deceased, be and the same are hereby revoked, and that letters of administration on the estate of the said deceased be granted to Noah Norris, on his giving such security by bond, as required by law.

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

I James O'Neil, Surrogate of the County of Hudson, do hereby certify the foregoing to be a true copy from files and of record in my office.

Witness my hand and seal of office, October 30, 1867. 10

[L. s.]

JAMES O'NEIL,
Surrogate.

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

Before me, personally appeared Noah Norris, who being duly sworn according to law, on his oath deposeth and says: That he is the defendant in the foregoing answer named, and that the facts, matters and things set forth and contained in the foregoing answer, so far as they relate to his own acts and deeds are true of his own knowledge, and so far as they 20 relate to the acts and deeds of any other person or persons, this deponent believes them to be true.

Signed, NOAH NORRIS.

Sworn and subscribed before me at Jersey City, November 18th, 1867.

LUTHER S. ELMER,
Master in Chancery.

IN CHANCERY OF NEW JERSEY.

The answer of John D. Norris and Brainard T. Norris, two of the defendants to the bill of complaint of Hiram C. Johns, and Theressa his wife, and Ann Maria Morehouse complainants.

These defendants now and &c.

From information and belief, they admit that on or about October 24, 1851, Thomas W. Morehouse became seized in fee of that certain lot of land and premises situate in Jersey
10 City, New Jersey, and which on Mangin's map of Jersey City, is known as lot 22 York street, which said lot is twenty-five feet wide in front and rear, and one hundred feet deep throughout, which lot these defendants believe was purchased from Noah Norris for the consideration of \$3,000.

These defendants from information and belief say, that Thomas W., to secure a part of the purchase money of the said lot so purchased together with Ann M. his wife, executed and delivered to the said Noah Norris the said mortgage for \$2,000, dated October 31st, 1851, which was
20 registered in the clerk's office of the county of Hudson in books of mortgage, page 53, to which mortgage or the registry thereof for greater certainty, reference is made. And this defendants from information and belief admit that on or about April 1, 1852, Thomas W. became seized in fee of lot described in paragraph 3 in the said bill, commencing on the easterly side of Greene street, and distant 80 feet northerly from the corner of Greene and York streets, in block number (7), thence running northerly along the easterly side of Greene street (33) feet, thence easterly and parallel with the
30 northerly line of York street (25) feet, thence southerly and parallel with Greene street (33) feet, thence westerly and parallel with York street 25 feet to the place of beginning, which lot these defendants believe was purchased from

Margaret Stone, but for what consideration these defendants have no knowledge.

And these defendants, from information and belief say, that Thomas W. and his wife executed a mortgage to the said Margaret Stone as in paragraphs (4) set forth for \$1,000.

And these defendants from information and belief admit, that on or about June 23, 1855, Thomas W. became seized in fee of the said lots of land in block (156), as set forth in paragraph (5) being lots (6) and (7) in said block. 10

And these defendants as they are informed and belief that such a mortgage on the said lots (6) and (7) in block (156), given by Piles and wife to said Charles G. Sisson for \$2,500.

These defendants ask that the complainants produce the said deeds and mortgages for the said property, or other proper evidence thereof, to avoid all uncertainty.

And these defendants, from the information derived from the said bill, believes it to be true that Thomas W. departed this life, Sept. 27, 1855, leaving his widow, Ann, and his daughter Theressa Morehouse him surviving. These defendants cannot answer as to the age of the said Theressa, and leave the defendants to make such proof thereof as they may be advised. 20

And these defendants believe it to be true that the said property descended as in paragraph (7) set forth.

And these defendants are informed by the said bill, and believe it to be true, that letters of administration were granted to the said Noah Norris, on the estate of Thomas W. Morehouse, on or about Feb. 25th, 1857. 30

And these defendants state the fact to be, that on Sept. 29th, 1855, letters of administration were granted by the surrogate of the county of Hudson to Ann the widow of said Thomas, on the estate of the said Thomas, and the said Ann took upon herself the burthen of the administration of the said.

And these defendants charge the truth to be, that the said letters of administration so granted to the said Ann were revoked by the order of the orphans' court of the county of Hudson, on Feb. 17, 1857, because the said Ann 40

did not faithfully perform her duties as such administratrix.

And these defendants, from the best information they can obtain, and as they believe the truth to be, deny the charge in paragraph (9), in said bill set forth, that the said Noah Norris being administrator of the estate of Thomas W., prevailed on the said Ann, in her own right, and as guardian of her daughter Theresa, to compel the mortgagees of the property mortgaged as set forth in paragraphs (2, 4 and 6),
 10 to foreclose the said mortgages by not paying the interest due on the same.

And these defendants say they have no knowledge, and do not believe, that the said Noah Norris alleged to the said Ann that it would be the cheapest and quickest way to settle up the said estate of Thomas, and these defendants have no knowledge, and do not believe, that the said Noah Norris alleged that he would purchase the lot described in paragraphs (1, 3 and 5), for the said Ann, and for the estate of the said Thomas, deceased, when the same were sold under the said foreclosure referred to.
 20

And these defendants have no knowledge, and do not believe that the said Noah undertook or in anywise promised that he would let it be known generally that he was purchasing for the said Ann or for the estate of the said Thomas, and that persons knowing that fact would not bid against him; and that he, the said Noah, would advance the money, and would hold the property as security for the same, as a mortgage; and that there would then be but one mortgage to one person, instead of three mortgages to different persons; and that she, the said Ann, might pay the interest on the same whenever she was able.
 30

And these defendants have no knowledge, but from information and belief deny that the said Ann was persuaded by the said Noah to refuse to pay the interest on the said mortgage, as aforesaid, and in view of the disposition of the property in the manner promised by the said Noah as charged in the said bill.

And this defendant, John D. Norris, says it is true that on or about February 20, 1857, the said Noah Norris as-
 40 signed the mortgage mentioned in paragraph (2) to this

defendant, John D. Norris, who was and is the brother of Noah Norris, for the amount of the principal and interest of the said mortgage. And this defendant, Brainard T. Norris, from information and belief, admits such assignment.

And this defendant, John D. Norris, denies that the said assignment was colorable and designed to give a legal appearance to the sales in the said bill thereafter mentioned.

And this defendant, Brainard T. Norris, from his information and belief, denies that the said assignment was 10 colorable and designed to give a legal appearance to the said sales, as in the said bills is charged. And this defendant, John D. Norris, says, that the said assignment was *bona fide*, and for full value, and without any fraudulent design or intention on his part.

And the said John D. Norris says he admits, and the said Brainard, from information and belief, admits that a bill was filed in the Court of Chancery of the State of New Jersey, on the third day of June, 1857, to foreclose the mortgage in paragraph (2) set forth. That a decree was made 20 for the sale of the said lot, 22 York street, execution issued, and the property sold to John D. Norris for one thousand dollars. And these defendants, from their own information and belief, say, that the said lot was worth then about \$2,400, and not \$3,000.

And this defendant, John D. Norris, insists that when the said lot was sold it was worth about the amount of his decree; and this defendant, John D. Norris, would not have paid a larger sum therefore, than the amount of his decree.

And these defendants never heard before the said bill was 30 shown to them, and do not believe it to be true that at the said sale the said Noah Norris declared both publicly and privately to Ann M. and to many others that the said Noah Norris was bidding and purchasing the said tract for Ann M. Morehouse, and to many others that he, the said Noah Norris, was bidding and purchasing the said tract for Ann M. or for the estate of Thomas W. ———

And these defendants have no knowledge and do not believe that whilst the sale was going on, the said Noah sent his agent to persons who were bidding for the said property

and informed them that he was purchasing the said tract for Ann M. or for the estate of the said Thomas W. ———

And this defendant, John D. Norris, answering, says, and this defendant, Brainard T., believes that John D. was present at said sale and bid on the said property, (22) York street, and the same was struck off to the said John D., he being the highest bidder.

And these defendants have knowledge, and do not believe that the said Noah Norris, as charged in paragraph (12),
 10 alleged to the said Ann, as a cause for doing the same, that as he, the said Noah Norris, was the mortgagee named on the mortgage, which had been foreclosed, as mentioned in paragraph (11), and to pay which said tract had been sold, and also administrators of the estate of the said Thomas, it would not be legal for him to purchase the said tract in his own name, but that in reality he, the said Noah, had purchased the said tract for Ann or for the estate of Thomas, and she might redeem the same at any time, as charged in the said bill.

20 And these defendants have no knowledge whether or not the said Ann M. knew of the assignment, mentioned in paragraph (10), in the said bill.

And these defendants do not believe that the said Ann M., trusting to the said alleged promises of the said Noah, permitted the said tract to remain in the name of John D., of these defendants.

And this defendant, John D. Norris, says that when the said lot, (22) York street, was sold, he was present at the sale, and in his own person bid for the property the sum of
 30 \$1,000, and the property was struck off to him at that bid. That he, this defendant, John D., was prepared to bid the amount of his decree in his favor, and he regarded the said property worth about the amount of the said decree.

And this defendant, John D., says that there was no arrangement, secret or open, on his part, and no understanding tacit or expressed on his part that the said property (22) York street was in any way purchased in trust for the said Ann, or any of the complainants, or the estate of Thomas W. Morehouse. And this defendant in further answering,
 40 says that to his knowledge there was no understanding be-

tween the said Noah Norris and the said Ann M., that the said property was purchased for the said Ann or the estate of Thomas.

And these defendants from information and belief admit that on or about the 30th of January, 1857, Mary Bolen filed her bill in the Court of Chancery of the State of New Jersey to foreclose the mortgage on the Greene street property, and that the same was sold by the sheriff of the county of Hudson, and that Noah Norris became the purchaser thereof for the sum of \$1,325. 10

And these defendants further answering, say that as they are informed, and believe it to be true, the amount bid for the said Greene street property, was about the value of the property, and no more, and leave the plaintiffs to make such proof relative thereto as they may be advised is necessary.

And these defendants have no knowledge, as both charge in paragraph (14) in the said bill, and as to their belief, say that they do not believe that Noah Norris privately and publicly declared to the said Ann and to many others, that he 20 was bidding and purchasing the said Greene street property for the said Ann M., or for the estate of Thomas W.

And these defendants say that they are informed and believe it to be true, that Charles G. Sisson filed his bill in the Court of Chancery of the State of New Jersey for the foreclosure of the mortgage on the Grove street property, and that a decree was taken and an execution issued thereon as set forth in the complainant's bill. And these defendants believe that the said Grove street property was sold at sheriff's sale to the said Noah for the sum of \$2,550, or there- 30 abouts.

And these defendants from information states that at the time of the said sale, the said sum for which said property was sold, was about the actual value of the property and not the sum of \$3,000 as charged in the said bill.

And these defendants have no knowledge of the charge in paragraph (16) of the said bill, and do not believe it to be true, that the said Noah Norris declared privately and publicly to the said Ann M. and to many others, that he was

bidding for and purchasing the said Grove street property for the said Ann or the estate of Thomas W.

And these defendants have no knowledge, and from information and believe, deny the charge in paragraph (17) in the said bill, that by these and other means, the said Noah Norris was enabled to purchase the said tract in the said bill set forth for much less than they were worth.

And this defendant John D. Norris says that when lot 22 York street was sold, at which sale this defendant was present and made the highest bid to the sheriff, that it is not true that it was generally understood at that sale, that Noah Norris was purchasing for the widow and child of the said Thomas, and that for that reason no one would bid against the said Noah except the mortgages of the said mortgages to cover their said mortgages.

And these defendants on information and belief deny the the charge in paragraph (17) in the said bill, that by these and other means, the said Noah was enabled to purchase the said tracts as in the said bill thereinbefore set forth, for much less than they were worth.

And from information and belief, these defendants deny that it was understood generally at the said sales, that the said Noah was purchasing for the widow and child of Thomas, and that no one bid against him and the mortgages of the said mortgages and to cover the said mortgages.

And these defendants believe it to be true that at the time of the said sales mentioned in paragraphs (11, 13 and 15), the said Noah Norris was the administrator of the estate of Thomas W., and being such administrator they submit to the judgment of this honorable court, as to what were the duties and responsibilities of such administrator.

And as to the charges in the said bill, that Noah Norris had obtained such knowledge of the property of the said Thomas, that he could only purchase the said tract as trustee for the heirs of the said Thomas deceased, these defendants say that they are advised that it was competent and lawful for Noah Norris to purchase the land of which Thomas W. died seized, at such price as they would sell for in the open market, and these defendants are wholly ignorant of the rule

of law or equity, which requires that a person should know nothing of the value of property to make him a proper and lawful purchaser.

And these defendants have no knowledge, and on their belief deny the charge in paragraph (19), that the said Noah has frequently since the said sales, and in the presence of different persons, declared that he purchased the said tracts mentioned in paragraphs (1, 3 and 5), for the said Ann M., or for the estate of Thomas W., deceased.

And these defendants are informed and believe that it is 10 true that Noah has delivered accounts, and it may be the same accounts referred to in paragraph (20 and 21) in said bill set forth to the said Ann M. And these defendants say, that when the said accounts shall be produced before that honorable court, their nature and legal effect can be seen and ascertained.

And these defendants do not believe that any such accounts were delivered on the basis that the said Noah purchased the said lands in the said bill set forth, as trustee 20 for the said complainants or either of them. And these defendants are informed that the said Noah Norris presented accounts based on the costs and expenses of the said property in the said bill referred to, and on a large indebtedness incurred by the said Ann outside of, and irrespective of the said lands and premises in the said bill described, and they are informed that the said Noah, long after the purchases at the said sheriff's sales, promised that he would endeavor to procure the conveyance of the title of the said lands and premises in the said bill described to the said Ann, provided 30 the said Ann would discharge all her indebtedness to him, the said Noah; and these defendants are informed, and believed it to be true, that the said Ann refused to accept such offer.

And these defendants insist that any such offer, if any such was made, cannot effect these defendants, or change or alter in any way the title of these defendants or either of them.

And this defendant, John D. Norris, admits, that on or about February 17, 1865, the said Noah Norris conveyed to this defendant, John D., the Greene street property, for the 40

consideration of \$1,500, and this defendant says that he became the *bona fide* purchaser thereof, without any collusion or fraud, or without any fraudulent design or intention; that at the time this defendant, John D., became the purchaser of the Greene street property, the title, by the sheriff's deed, had been in the said Noah Norris seven years and upwards, and no attempt made to assert any title in the same known to this defendant, John D., by the complainants, or either of them. And this defendant submits, that it
 10 is too late to make any such attempt.

And this defendant, John D., denies, and this defendant, Brainard T., from information and belief, denies that the said deed for the Greene street property was voluntary and without consideration, and was made for the purpose of preventing the said complainants from redeeming the same. And these defendants deny the notice of the equities, or pretended equities, of the complainant, touching the said Greene street property in the said bill set forth, and the pretended right of the complainants to have said Greene
 20 street property conveyed to them.

And these defendats admit that, on or about April 13, 1865, Noah Norris and wife executed and delivered to Brainard T. Norris a deed for the Grove street property, for the consideration of \$2,500, and these defendants deny that the said property was worth \$4,000.

And this defendant, Brainard T., says, that he paid Noah the consideration of the said deed last referred to, for the said Grove street property in good faith, and without notice of the equities charged in the complainant's bill.

30 And this defendant, Brainard T., denies, and this defendant John D., on his information and belief, denies that the said Brainard T. took the said conveyance of the Grove street property, with full notice of all the equities charged in the complainants' bill. And these defendants, as they are advised by counsel, deny that the said complainants have the right to have the said Grove street property conveyed to them upon the payment of the moneys advanced by the said Noah.

And these defendants, as they are advised by counsel, in-
 40 sist that at the time of the sales, in paragraphs (22 and 23)

set forth, the said Noah Norris was not trustee of the said complainants or any of them.

And these defendants, as advised by counsel, deny that it was the duty of said Noah, under the circumstances of this case, to inform the complainants of his purpose to sell the lands and premises, described in the said bill, which the said Noah Norris did sell, and whether or not the said Noah did communicate to the said complainants such sale, these defendants have no knowledge, and leave the complainants to make such proofs as they are advised is necessary. 10

And these defendants have no knowledge whether the said conveyances were a surprise to the complainants. And they submit most respectfully that the said conveyances were not void, but valid in law and equity.

These defendants believe it to be true that on the June 15, 1866, Hiram C. Johns married Theressa Morehouse; and these defendants say that Noah Norris and John D. have held possession of a part of lot (22) York street; and this defendant, Brainard T., has for a time held possession of the Grove street lots; this defendant, Brainard T., having 20 purchased the said Grove street lots by deed, dated April 13, 1865, which last deed was recorded April 15th, 1865, in book 120, of deeds, in the clerk's office of the county of Hudson, page 112, in which last deed Noah Norris and wife were the grantors and the said Brainard T. was the grantee. That the said deed was made and delivered to the said Brainard T. upwards of seven years after the said sheriff's sale of the same lands and premises.

And these defendants admit that Ann M. has had possession of the lot described in paragraph (3), in the said, and 30 as they believe, still holds possession thereof.

And, as these defendants are informed and admit from such information that the said Ann M. has not paid any rent for such possession. And this defendant, John D., as he is informed, stated the fact to be that rent has been demanded for the Greene street property.

And these defendants have no knowledge whether or not, on or about day of September, 1866, or some other time, the said Noah went to the said Ann M., as charged in paragraph (28) in the said bill, and tried to persuade her to 40

leave the shop, and they have no knowledge as to the charge that the said Noah promised the said Ann that he would rent the said tract for enough to pay the interest on the moneys advanced by him, as mentioned in paragraph (13), and that there would be sufficient over to support the said Ann in a comfortable manner, as charged in the said bill.

And these defendants leave the said complainants to make such proof as they may be advised are necessary.

And these defendants have no knowledge of the said alleged threats of the said Noah to sell the property, in paragraphs (1, 3 and 5), described for the purpose charged.

And these defendants have no knowledge that the said complainant, or any of them, have applied to the said Noah and offered to repay him the money he had expended on the said property; and they have no knowledge whether or not, the said complainant or any of them, requested the said Noah to reconvey the said, paragraph (30), is charged in the said bill, and these defendants submit that they should make such proof touching the said charge as their counsel may advise to be proper.

And this defendant, John D., says that he is the true and lawful owner of lots (22) York and 33 feet on Greene street, free from any claim, legal or equitable, of the complainants, or either of them, and that he purchased the same for a full and valuable consideration, and that neither of the said complainants has any claim whatever, in law or in equity, as relates to the said lot.

And this defendant, Brainard T., says that he is the true and lawful owner of the said two lots in Grove street, and that he purchased the same for the full valuable consideration, and that neither of the said complainants has any claim against the said lots, either in law or in equity.

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

All which matters and things these defendants are ready to aver, maintain and prove, as this honorable court shall

direct, and they humbly pray to be herein dismissed, with their reasonable costs and charges in this behalf most wrongfully sustained.

I. W. SCUDDER,
Solicitor and of Counsel for Compl.

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

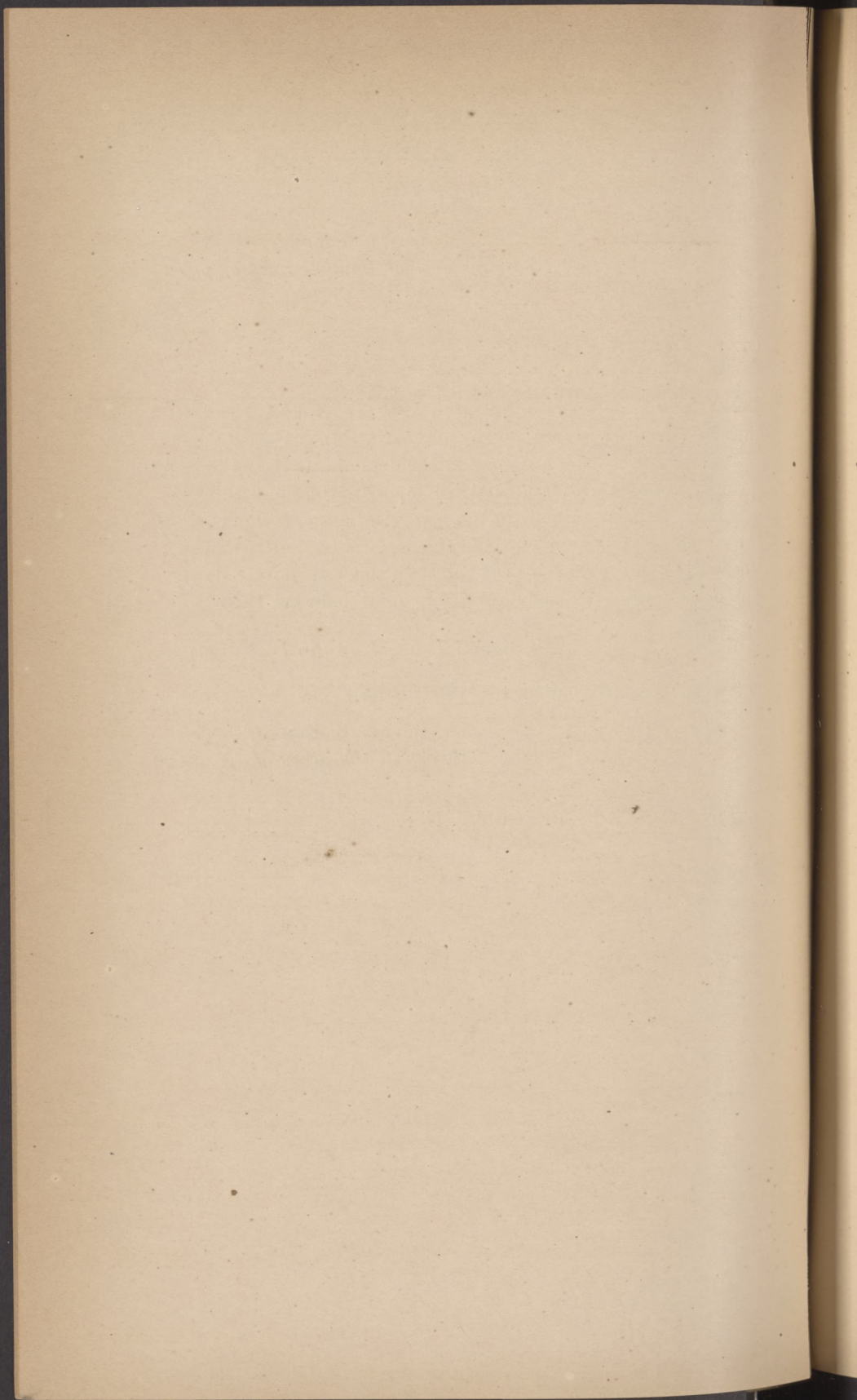
Before me, personally appeared John D. Norris, who being by me duly sworn according to law on his oath, deposes and says : That he is one of the defendants in the foregoing answer named, and that the facts, matters and things set forth and contained in the foregoing answer, so far as they relate to his own acts and deeds, are true of his own knowledge, and so far as they relate to the acts and deeds of any other person or persons this deponent believes them to be true. 10

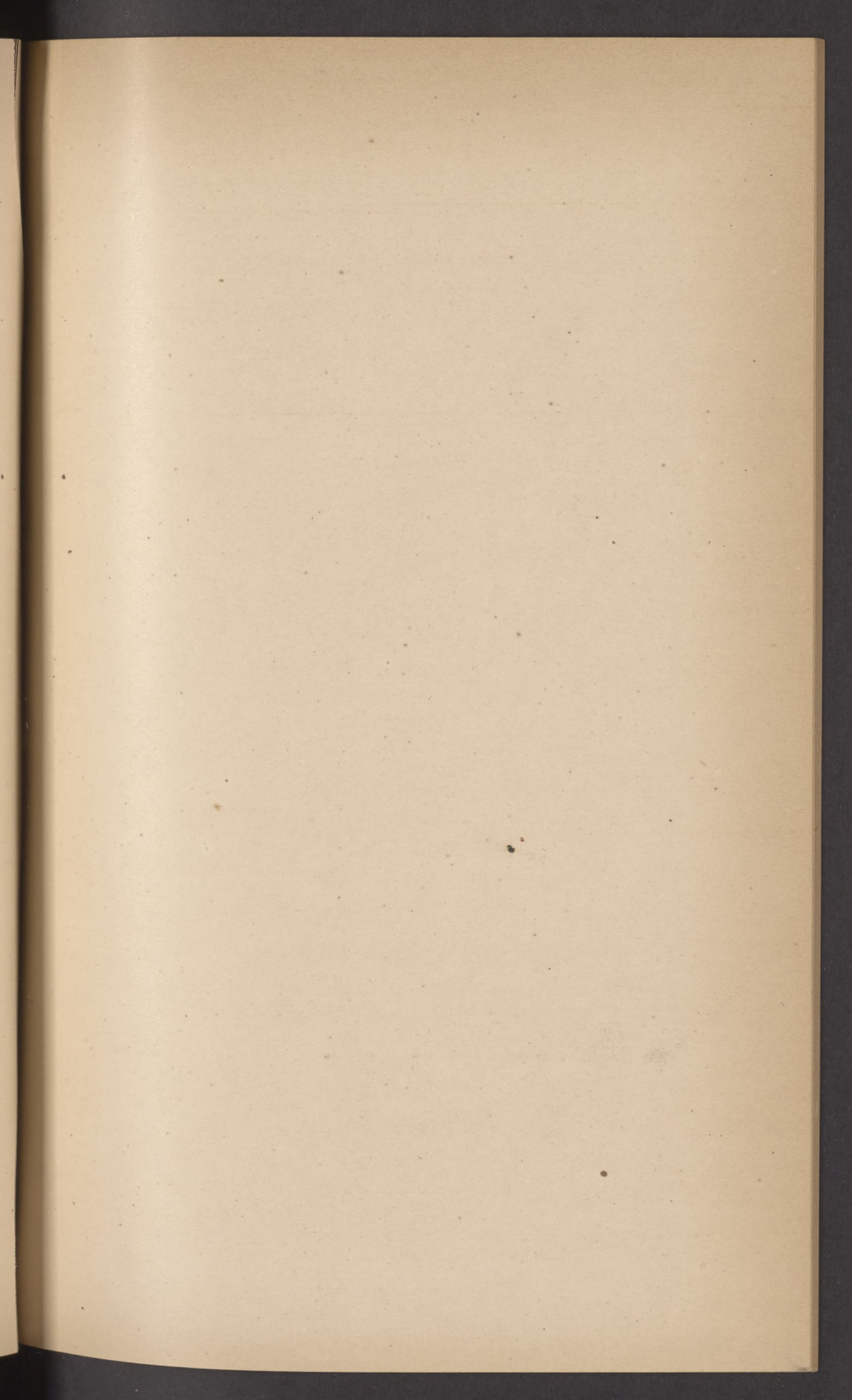
Signed, JOHN D. NORRIS.

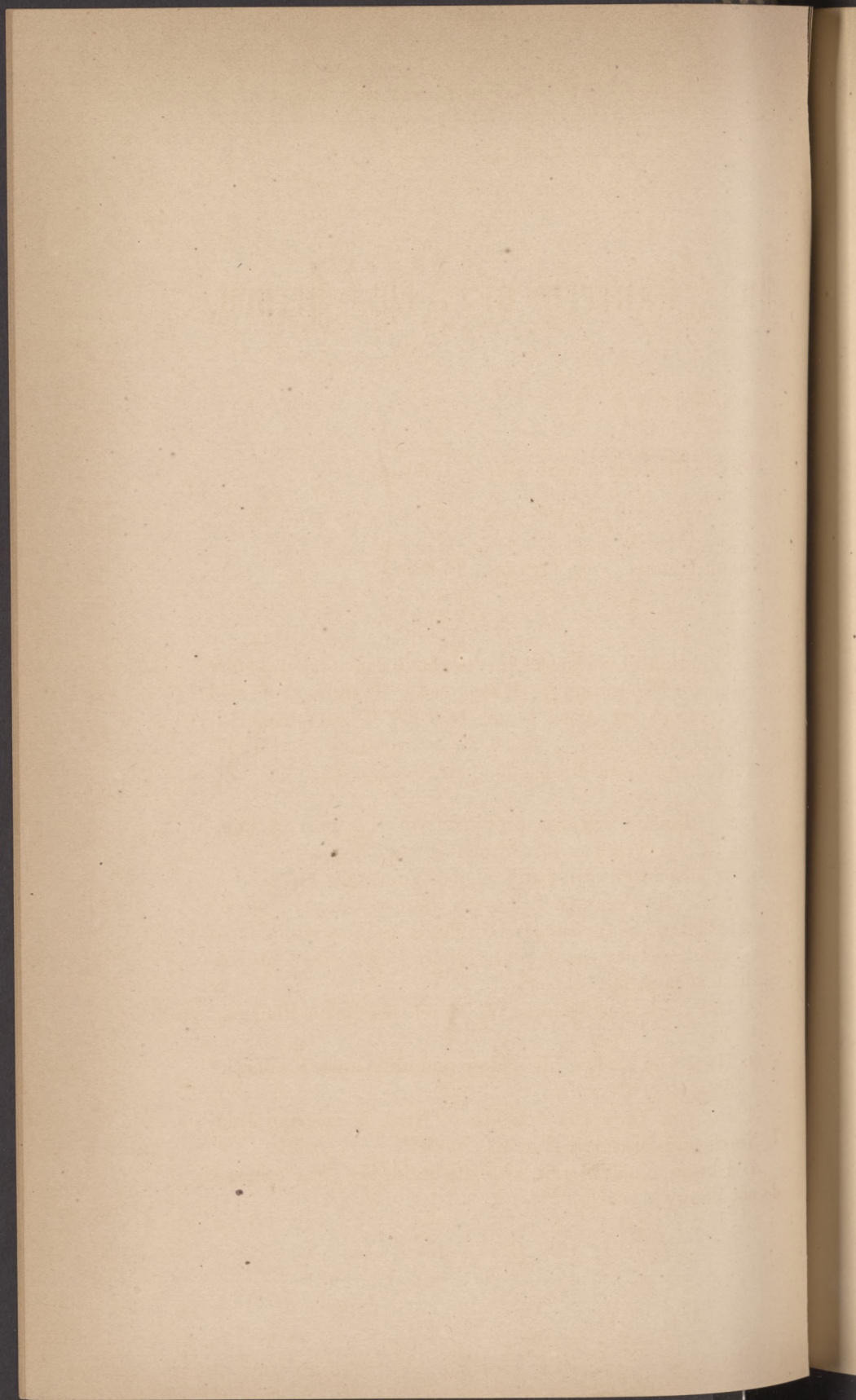
Sworn, &c., November 4th, 1867, before

LUTHER S. ELMER,
Master in Chancery of N. J. 20

Same affidavit by Brainard T. Norris.







In Chancery of New Jersey.

Between

HIRAM C. JOHNS AND WIFE, Com-
plainants,

and

NOAH NORRIS AND OTHERS, Defen-
dants.

} *On Bill, &c.*

Examination of witnesses in the above cause taken before me, James Flemming, a Master and Examiner of said Court, commenced April 14, A. D. 1868, in presence of J. 10 B. Vredenburg, Esq., counsel for complainant, and I. W. Scudder, Esq., counsel for defendant, by consent.

Aaron Doty, a witness, produced on the part of complainants, being by me duly sworn on his oath, saith :

Q. Where do you live, and what is your age?

A. I live in Franklin Township, Bergen County; am 61 years old; will be in June next; have been a resident of that county twenty-three years where I live now; my occupation is farming.

Q. Did you know Thomas W. Morehouse in his lifetime? 20

A. Yes.

Q. Have you known his widow and child since his death?

A. Yes, sir.

Q. Do you know the defendants, Noah Norris and John T. Norris and Brainard Norris?

A. I know Noah Norris, who sits beside me; the others I do not know.

Q. How long have you been acquainted with Mr. Noah Norris?

A. Since the death of Mr. Morehouse.

A. Do you recollect about what time Mr. Morehouse died; what year?

Q. I never kept it in my mind so particular; couldn't say exactly; some years ago.

Q. Do you know where Mr. Morehouse lived at the time of his death?

10 A. Yes, sir; in Greene street, Jersey City; just across from York street, on the same side his shop was.

Q. You spoke of a shop; what shop was it?

A. It was a tin-shop and check-shop together.

Q. Who carried on the business of that shop up to the time of his death?

A. Mr. Morehouse.

Q. How long had he been living on that property before his death; do you know?

A. I couldn't say; some years.

20 Q. Do you remember of the sale of that Greene street property; the public sale after his death?

A. I do.

Q. How and by whom was that sale made?

A. Well, I never bore that exactly in my mind whether it was Mr. Norris or whom; I was present; I could not say as to whom; It was a sheriff's sale.

Q. What do you mean when you say you never bore it in mind whether it was Mr. Norris or who?

A. That authorized it to be sold, do you mean?

30 Q. Yes.

A. I can't get at it, to answer you a proper question.

Q. Go on and explain?

A. All I can say, the property was sold at sheriff's sale.

Q. At whose suit, if you know, was it sold?

A. Well, there were several had claims against it; but I can't say whose instigation it was sold at, exactly; It is so long ago I can't recollect everything.

Q. Do you remember any persons who were present, besides yourself and the sheriff, at that sale?

40 A. Mr. Norris, here; the gentleman who sits beside me

here; I think they call him Noah Norris, was present. My wife was present, and John Nolan was present.

Q. Was Mrs. Morehouse present?

A. Yes. There were none present besides that I knew. My wife, daughter, Mrs. Morehouse's sister were present.

Q. Give the names of any other?

A. I think Sam. McLaughlin was present to the best of my recollection.

Q. Had you been acquainted with Mr. Noah Norris before this sale took place?

10

A. A little. Not so much as afterwards.

Q. Do you remember the name of the sheriff who sold that property?

A. I could not state. I heard it, but have forgotten it.

Q. Had you had any conversation with Mr. Noah Norris about the sale of that property before the sale had been made?

A. I didn't have any conversation with him, but I heard him say he was going to buy it for the widow, Mrs. Morehouse.

20

Q. To whom did he say that in your presence and hearing?

A. He said it to Mrs. Morehouse and my wife.

Q. How long before the sale was that said?

A. Well, I couldn't say exactly; it was sometime just before the sale.

Q. Do you know who bid on this Greene street property when sold by the sheriff?

A. Mr. Morris bid on it, and I think that Sam. McLaughlin bid on it, and probably, some other person, I don't know who.

Q. Will you state what was said, if anything, by Mr. Norris at the sale in reference to bidding upon the property?

A. Well, I think when Mr. Norris was bidding on it, some person was bidding against him, and I think he told John Nolan to go and tell him that he was buying it for the widow, and not to bid against her.

Q. Did that person bid upon the property after that?

A. Not that I heard.

40

Q. Did any one else bid upon the property after that, up to the time the property was bid off?

A. After Sam bid on it, then I think Mr. Norris bid again.

Q. To whom was it struck off?

A. To Mr. Norris.

Q. You said after Sam bid on it, Mr. Norris bid again. Did Sam bid on it after Mr. Nolan gave this instruction from Mr. Norris?

A. Not that I heard.

10 Q. After that sale by the sheriff, on the same day or afterward, have you heard Mr. Norris say for whom he purchased the property?

A. I have.

Q. State, then, all you know about what he said?

A. Well, one time he was at my house; he and his wife were on a visit there. Then I heard them talking about it, and sat and listened to them, and put in a word or two, but didn't have much to say. I heard him say he bought it in, bought all the property in for Mrs. Morehouse.

20 Q. What property did he refer to when he said he had bought all the property in for Mrs. Morehouse?

A. He referred to all that formerly belonged to Mr. Morehouse.

Q. What property did that include, so far as you know?

A. It meant the Greene street property, the York street property, and the Grove street property. So as I understood it.

Q. You were aware what real estate belonged to Mr. Morehouse at the time of his death?

30 A. Yes, I have often heard him say.

Q. Have you heard Mr. Norris talk at any other time upon this same subject, beside the time when he visited your house?

A. I believe I have, down here to the shop in Greene street.

Q. State what he said then?

A. It was about the same as he said up at my house; he said he had bought it all for her.

Q. Do you know how the other property, the York and

Grove street, was sold, whether at sheriff's sale or otherwise?

A. I wasn't at the sale. I heard it was sold at sheriff's sale.

Q. Did you ever hear from Mr. Norris whether the York street property was conveyed to him or to some one else?

A. I never heard it from his lips; I heard it from others. I know that he had it all after a while. I heard him say so.

Q. Was that York street property included in that which 10 he said he had bought for Mrs. Morehouse?

(Objected to as leading.)

A. Yes, sir.

Q. Did he state when and how Mrs. Morehouse was to have the property in her own name, at any conversation that you had with him?

A. He stated that he didn't want no more than he had paid for it; if she paid him that she could have it back at any time.

Q. How often, or about how often, has Mr. Norris stated 20 that he bought the property for her, Mrs. Morehouse?

A. I could not say how often, but I have heard it some three or four times. I have frequently heard him talking about it, and it would frequently come in when talking.

Q. After Mr. Morehouse's death, where did his widow and family live and do business?

A. I believe she lived there in some part of the building where the shop was; then she lived in some other place; at least I found her there.

Q. Did you often visit Mrs. Morehouse after her hus- 30 band's death?

A. Every once and a while I used to come down.

Q. You may state what connection or relation you are of Mrs. Morehouse?

A. I am step-father.

Q. You stated, in answer to a question asked you, that before the sale of the Greene street property by the sheriff, you heard Mr. Norris say that he was going to buy that

property in for the widow, Mrs. Morehouse; how often before the sale did you hear him say that?

A. Well, once or twice. I heard him state it at the time the Greene street property was sold, and I think once before that.

Q. Do you know whether there was any time fixed by Mr. Norris when Mrs. Morehouse was to take the property; was to be obliged to take the property; was there any time fixed or was it any time?

10 A. No particular time, only when she was ready to redeem, that I heard.

Q. Do you know whether he ever said, in your hearing or to you, before the sale of the Greene street property, that he was going to buy other property besides the Greene street property for Mrs. Morehouse?

A. I heard her say that he was going to buy all the four lots for Mrs. Morehouse. All that Mr. Morehouse owned.

(During the progress of the examination, defendant's counsel objected to all that part of the testimony of witness which related to any conversation by Noah Norris. That he purchased the property for Mrs. Morehouse for the reason that any title in lands or trust relating thereto can only be executed by instruments in writing.)

Cross-examination.

Q. Where did Mr. Morehouse do business at the time of his death?

A. In Greene street, Jersey City.

Q. What was the nature of his business?

A. He was in the tin business and check business.

30 Q. After he died, did Mrs. Morehouse continue the business?

A. I believe she did.

Q. At the same place?

A. Yes, sir.

Q. How long did she continue to do the business after Mr. Morehouse's death?

A. I can't state how long since she stopped business, but

pretty much ever since till now lately, this last while ; not so long ago.

Q. How long had Mrs. Morehouse been conducting the business when the Greene street property was sold ?

A. Well, I don't know ; I think it was in the neighborhood of two years.

Q. During that two years ?

A. I can't say positively for two years ; it was to the best of my recollection.

Q. During that two years, had Mr. Norris visited you ? 10

A. Visited me ; I think he did. Let me see, during the two years, I don't think he came up till after that. I don't think he came till after the sale.

Q. While Mrs. Morehouse was conducting the business, where did she live ?

A. She lived in the building part of the time, for the first part of the time, afterwards she lived somewhere else.

Q. What building do you refer to ?

A. The Greene street.

Q. To what place did she move ?

20

A. I think it was into York street.

Q. Did you ever see her while in York street ?

A. I saw her here at the shop.

Q. When she lived in York street did she still continue business at the shop ?

A. Yes, sir.

Q. From whom did she purchase the York street property ?

(Objected to by plaintiff's counsel.)

A. I don't know ; I don't know whether she bought it 30 at all ; I know she lived there.

Q. When did she give up business at the Greene street property ?

A. I couldn't say, exactly.

Q. State as near as you can.

A. I could not state the date at all.

Q. State the years ?

A. I could not say exactly the years, whether it was one or two.

Q. State the year when she gave up business at the Greene street property?

A. I could not.

Q. State the year when the Greene street property was sold?

A. I could not state positive; probably 10 years ago; may be it ain't so long.

10 Q. State the time of the year when the Greene street property was sold?

A. I couldn't say what time it was in the year; I did not charge my memory. It was none of my business; I happened to be here at the time of the sale.

Q. How many persons, in all, were at the sale of the property, of the Greene street property?

A. Well, I could not say how many; not so great many; probably 8 or 10 in the house; very few people there.

Q. Before the sale did you see Mr. Norris?

20 A. Yes, sir.

Q. When?

A. I saw him here in the shop a little while before the sale.

Q. How many days?

A. That I could not say.

Q. How many weeks?

A. That I couldn't say positively either; it was not so long before the sale.

Q. How many months?

30 A. Well, it was not many months; so it appears to me at present. I did not charge my memory with it.

Q. How long did Mrs. Morehouse live in York street?

A. I couldn't say that, how long.

Q. About how long?

A. Well, I couldn't state.

Q. Could you state the year she went to live in York street and the year she left York street?

A. I couldn't state the year she went there. I don't know whether she has left; at least she has a room there

yet. That is where I found her yesterday. It is the first time I was at the house.

Q. Who occupies the York street house besides Mrs. Morehouse?

A. That is more than I am able to answer, for I don't know.

Q. While Mrs. Morehouse was conducting the business in Greene street, did you ever see Noah Norris there?

A. Yes, sir.

Q. How often? 10

A. I couldn't say exactly; probably three or four times; may be half a dozen times. I did not keep no count.

Q. Did not Mr. Norris help along Mrs. Morehouse in that business?

A. I could not say that.

Q. Did you not so understand from Mrs. Morehouse?

(Objected to by plaintiff's counsel.)

A. I did not know that he helped her in the business.

Q. When the conversation between Mr. Norris and Mrs. Morehouse took place at the time of the sale of the Greene 20 street property, where were Mrs. Morehouse and Mr. Norris?

A. In different places; t'was talked up at my house, t'was at the sale, and t'was talked in the shop.

Q. Question repeated?

A. At the time of the sale. Well, they were down in Montgomery street; I think they call it on this side the street. I understand it better now.

Q. Were they inside of or outside of the house?

A. Inside the house and outside the house, both.

Q. Between whom was this conversation had? 30

A. Mr. Norris and Mrs. Morehouse, and my wife and her sister was present, and I was present; a sister of Mrs. Morehouse.

Q. Question repeated?

A. They were all present; he was talking to Mrs. Morehouse; well, he talked with others at the same time, but the main question was with Mrs. Morehouse; they talked through one another.

Q. Who commenced the conversation ?

A. I couldn't say that ; don't recollect how it began ; exactly what were the first words.

Q. Can you state whether your attention was called to the first words of that conversation ?

A. Well, I believe I spoke once or twice while they were talking, but cannot say what were the first words that was spoke.

Q. Was this the first time you heard this matter talked
10 of ?

A. What do you mean ; what, about the lots ?

Q. I mean about the purchase of the property, Greene street property, for Mrs. Morehouse ?

A. I heard Mr. Norris speak of it at the shop before we went to the sale, and Mrs. Morehouse.

Q. The same day of the sale ?

A. Oh, I heard it before the same day ; probably a week or two ; I heard before the same day ; heard them talk about it.

20 Q. Where ?

A. Here at the shop.

Q. Who were present ?

A. At one time I dont know if any one was present, but Mr. Norris and her and me.

Q. At another time, were any persons present besides Mr. Norris and her ?

A. I think my wife was present at another time.

Q. Was that time when your wife was present the day of the sale ?

30 A. I most think it was ; I won't be positive.

Q. Can you state the whole conversation which took place in Montgomery street at the day of the sale of the Greene street property, stating what was said by either party, and if so, which ?

A. I probably can't state all that was said, but I will state all that I recollect ; I can state the substance ; I can't state the whole conversation, everything that was said.

Q. When Mrs. Morehouse moved away from York street, to what place did she move ?

A. I don't know as she has moved from there; I found her at the house yesterday where she has formerly been.

Re-direct.

A. At the time that Mr. Norris was at your house, and said he had bought all the property for Mrs. Morehouse, had the property all been sold then?

A. I think it had; I am positive of it.

Re-cross.

Q. When Mr. Norris was at your house who were with him? 10

A. His wife was with him, and, it seems to me, a child; I am pretty sure there was a little girl or boy with him; I can't recollect which.

Q. Do you know the month and year when Mr. Norris was at your house?

A. No, sir, I do not.

Q. Do you know the month and year when the Grove street property was sold?

A. I could not say exactly; it was a little after the Greene street. 20

Q. How many months after the Greene street?

A. I couldn't say.

Q. Was it as much as a year?

A. I don't think it was; I am not positive; but I don't think it.

ADAM DOTY.

Subscribed and sworn to before me this 14th day of April, 1868, at Jersey City.

JAMES FLEMMING,
Master in Chancery. 30

Adjourned to Saturday, April 18, 1868, at 10 o'clock A. M.,

Examination proceeded in the presence of J. B. Vreden-

burgh, solicitor for complainant, and I. W. Scudder, counsel for the defendant, April 22d, 1868.

James Gopsill, a witness on the part of the complainant, being by me duly sworn on his oath, saith :

Q. What is your name, and how long have you lived in Jersey City ?

A. James Gopsill ; I have lived in Jersey City twenty-six years.

Q. Did you know Thomas W. Morehouse, and when did
10 he die ?

A. I did ; he died about twelve years ago ; I am speaking from memory.

Q. Do you know Noah Norris ?

A. I do.

Q. Did Noah Norris aid in any way in connection with the estate of Thomas W. Morehouse ?

A. I understood him to be administrator, or assignee, or acting in some legal capacity.

Q. Do you remember when the real estate, of which Thos.
20 W. Morehouse died seized, was sold ?

A. No, sir ; I can't fix any date.

Q. After the sale of the said real estate, did you have any conversation with Noah Norris, with respect to the property left by Thomas W. Morehouse, and the sale of it ?

A. Can't say ; I have had several conversations with Mr. Norris, but I can't say whether it was before or after ; in fact I can't say when the sale was made.

Q. What was the purport of those conversations ?

A. I always understood him to state that he was acting
30 for the interest of the widow, and that was the only interest he had in the premises.

Q. What were the general impression at the sale of the real estate, as to for whom it were being bought in ?

Objected to as not proving facts.

A. I can't state as to general impression. I can only state as to my own impression.

Q. Do you belong to any insurance company?

A. Yes, sir; I am secretary of the Hudson Co. Mutual Insurance Co.

Q. Did Noah Norris ever have any property insured in your insurance company—if so, what?

A. He did; the record is here; I can't quote it from memory.

Q. From the record, what property does it appear that he had insured?

(Objected to, that the record is not competent evidence.) 10
Question waived.

Q. If you refresh your memory from the record, can you tell us what property Noah Norris had insured in your company?

A. I could only state from memory; Mr. Norris did effect an insurance on the property of the estate of Morehouse, without referring to the record; the transaction was had with me in person, and that I particularly suggested that everything insurable should be put in the policy, in order that the family might be protected. What amounts 20 there were, of course, I can't state from memory—it would be impossible.

Q. What property was there?

A. It covered everything, real and personal, that the widow, or family, or parties, for whom Mr. Norris was acting, was possessed of.

Q. Did it cover the building on the York street lot?

(Objected to as leading.)

A. Yes, sir.

Q. In whose name was that insurance effected? 30

A. Noah Norris.

Q. You said in answer to a question, "That I particularly suggested that everything insurable should be put in the policy, to protect the family"—what answer did Noah Norris make to that?

A. I suggested that to Mr. Norris, he assented to it entirely.

(Counsel for the defendant. During the progress of the examination, the evidence of witness was objected to, on the ground that talk or hearsay cannot affect the title to the property.)

Witness, being cross-examined, says.

JAMES GOPSILL.

Subscribed and sworn before me, this 22d day of April,
10 at Jersey City.

JAMES FLEMMING,
Master in Chancery.

Ann Maria Morehouse, being by me duly sworn on her oath, saith :

Q. Where do you now reside ?

A. In York street, Jersey City ; am one of the complainants in this cause.

Q. What was the age of your daughter, Theresa, one of the parties to this bill at the time of your husband's decease ?

20 A. About nine years of age ; I am the widow of Thomas W. Morehouse.

Q. Had he any other heirs at law besides Theresa, at the time of his death ?

A. Theresa was the only child.

Q. Is she married now ?

A. She is, to Hiram C. Johns.

Q. Where have you been living since your husband's decease ; that is, on what property ?

A. I have lived most of the time on the Greene street
30 property, 144 Greene street.

Q. In that part of the property which your husband owned at the time of his death, and which is described in the bill of complaint ?

A. Yes, sir.

Q. Where was the other real estate situated which he owned at the time of his death?

A. There is one on York street and two on Grove street, Jersey City.

Q. Up to what time, so near as you can recollect, have you been occupying the premises in Greene street, which you spoke of.

A. '63 or '64 up to that time.

Q. Give a general description of this property in Greene street; I mean the room you occupied? 10

A. I occupied two stores on Greene street; one of the stores run back; took the rear of York street; and a three-story building on the rear of York street besides.

Q. You may explain which you mean by saying that the three-story building and one of the stores was on the rear of York street.

A. Greene street lot was 25 feet deep, and it took 25 feet off of the York street lot, and that was all in one store; then there was another building in the York street lot put up in the rear of the blacksmith's shop, a three-story building, which I occupied, with the exception of two stalls on the lower floor. 20

Q. Did you occupy all these buildings from the death of your husband up to '63 or '64?

A. I occupied them all up to last spring, '67.

Q. How did you occupy them from '63 or '64, when you discontinued living there, up to '67?

A. I occupied them the same with the exception, I didn't lodge there.

Q. Do you remember how large the York street lot was, 30 and how it was situated; if so, state it?

A. The York street lot is 25 feet front by 100 feet deep; and the next lot to the corner, I think McLaughlin's lot, the corner, is 25 feet wide; Greene street lot is 25 feet deep and 33 feet front; the Greene street lot backs up against a part of the York street lot and part against what was formerly Wakeman's lot, which fronted on Montgomery street.

Q. Do you know about what time and for what price your husband purchased the York street lot? 40

A. I do not know whether it was two or three years before he died that he purchased the lot; the York street lot was purchased from Noah Norris; he gave \$3,000.

Q. The Greene street lot was purchased about what time and for what price?

A. I think about two or three years before his death, from Margaret Stone, for \$2,000; he bought the Greene street lot before he bought the York street.

Q. State about what time he bought the Grove street property; from whom, and for what price?

A. About two years, I think, before his death; I don't remember exactly the price; \$2,900, or somewhere about that; he bought it from William Pile.

Q. About what time did Mr. Morehouse die?

A. He died September 27, 1855, and left no will.

Q. Who took charge of his affairs upon his death?

A. I administered at the time of his death.

Q. You may go on and state what was done by you as administratrix, how far you had progressed, and when you ceased to act.

A. I think I had it nearly two years; I went on, paid as far as I could in full; found out the estate was insolvent; my sureties threw it in court; one of them, and I was advised by my lawyer to get some one to administer over again, as I wasn't capable of settling up the estate; I picked Noah Norris to succeed me in the administration; I think it was in '57 Mr. Norris commenced.

Q. How came you to select Mr. Norris to succeed you in the administration?

30 A. At the time of my husband's death Mr. Norris came over and offered any assistance that he could render me; he came often during the time I was administratrix, and always offered to assist me in any way or shape; he also offered right away to raise the mortgage, the bond and mortgage on the Greene street property; the winter after Mr. Morehouse's death, it was shortly after his death, about a month or two, that Mr. Norris came over and offered to raise the mortgage on the Greene street property; my mother-in-law had the mortgage, Mary Bolan; it was for
40 \$1,000; he stated as his reason for doing so, that he knew

that Mrs. Bolan and I were not on very good terms. I went to my lawyer, and he told me to let it remain as it was; probably it would have to be sold to settle up the estate; then he stated Mrs. Bolan could not injure me or sell the property unless the year was out; this was said by Mr. Gilchrist to my lawyer.

(What was stated by Mr. Gilchrist, objected to as hearsay.)

Q. Was anything else said or done by Mr. Norris to you before he administered, before he administered on the Morehouse property? 10

A. He promised me from the very first he would assist me in getting the property, that it should not go out of my hands when it was sold.

(Answer objected to as irrelevant.)

Q. Did he do that more than once?

A. Yes, he did that different times; he came over often.

Q. With what frequency did he come to talk about the Morehouse estate after your husband's death, and before he became administrator?

(Objected to as leading.) 20

A. I should think he came over as often as once a week.

Q. When he had administered, did he talk with you about the mortgages upon Mr. Morehouse's property?

A. He did, both before and after.

Q. What did he say about them?

A. He always promised to buy them in (the property) for me, and no one else; the mortgages, he wished them to be foreclosed; he told me not to pay the interest, and to let them be foreclosed, as that was the quickest and cheapest way to settle up the estate. 30

Q. At the time that he administered, do you know by whom those mortgages were owned or held?

A. Mary Bolen owned the mortgages on the York street lot for \$1,000; Mr. Norris had a \$2,000 mortgage on the

York-street lot, and Charles Sisson had a mortgage of, I think, \$2,500, somewhere about that, on the Grove street property.

Q. Did Mr. Norris ever say anything to you, about that time, about what he meant to do with a mortgage that he held on the York street lot?

A. He said he would have to make an assignment to his brother, as he was administrator, he could not foreclose and sell; I objected to that, and wanted him to assign it to his
10 son, Brainard Norris, as I weren't acquainted with Mr. John B. Norris; I wished him to keep it all in his own hands; he said it wouldn't look well if he assigned it to Brainard; he said it must have a legal form, or appearance, or something of that sort; he was afraid there might be trouble among the creditors if his son had it; it would not look as if it was legal.

Q. Do you remember what was to be done with the mortgage after being assigned?

A. He told me in a few weeks he would have it back in
20 his own name.

Q. How?

A. He would take it out of his brother's hands; it was only done for form; his brother understood it all; I strongly objected; Mr. Annin told me the same thing; I went over to consult him; he was lawyer for the estate; Mr. Norris, I suppose.

Q. Who was Mr. Norris' legal counsel at that time?

A. Mr. Annin.

Q. Do you recollect whether you knew when Mr. Norris
30 actually did assign that mortgage to John D. Norris?

A. He consulted me about the time he administered; about the time he was getting out letters of administration; he himself did not know anything about it till Mr. Annin told him he would have to make an assignment of the mortgage in order to foreclose.

Q. How long before the letters of administration were granted to Norris did he talk about assigning the mortgage in this way?

A. It was all talked over in Mr. Annin's office before he
40 took out letters of administration.

Q. You may state what the talk was, and was Mr. Norris present?

A. Mr. Norris, Mr. Annin and I were present; we went over all that I had done, and what he was to do; he made some little objection to taking the estate, being as I had made myself liable; he was afraid that something would come back on him; he was afraid some little liabilities would fall back on him. I can't remember all the conversation; I assured him, at least Mr. Annin did; he satisfied him; then they went on to talk over what he was to do. 10

Q. Did they talk about this mortgage on the York street property?

A. Yes; I think I answered yes; 'twas all talked over.

Q. What brought you to Mr. Annin's office on that occasion?

A. Mr. Gilchrist was my lawyer, and I went to consult him about giving up the letter of administration or what I was to do; he told me he had no time to attend to it; he then introduced me to Mr. Annin, and got Mr. Annin to attend to the affair. 20

Q. What affair do you speak of?

A. Going up to the court house and getting discharged; Mr. Annin and myself went up.

Q. Did you three go to the Court House on the same day that this conversation occurred?

(Objected to as leading.)

A. Well, we had different conversations; I can't say whether it was on the same day, but he consented to administer before we went up there.

Q. What was done at the Court House, when you went 30 up there, in the matter?

A. I went up supposing I had to appear and make my statement to the Judge; I went into the Surrogate's office and Annin and Norris went up stairs and said they would call me when they wanted me; came down, told me I was discharged; that is all I know that was done.

Q. Had you any particular call to the Court House on

that day from any other source than Mr. Norris or Mr. Annin?

A. No; I only went up there to give up the letters of administration.

Q. Who, if anybody, had any of the surety on your administration bond, taking any action at that time regarding your discharge?

A. Well, I believe they had, but I don't know exactly? I was told they were going to do so from malice; my bonds-
10 man wanted to buy out my place, and I refused to sell it.

Q. Have you remembered the date of that visit to the court house that you have spoken of?

A. No; I do not remember the date; I think it was the fall of '57.

Q. Was it before or after that visit to the court house when the assignment to John D. Norris was spoken of by Mr. Noah Norris?

A. It was spoken of before, both at Mr. Annin's office and my store.

20 Q. You may now state what was said about that assignment before you went to the court house, at Annin's office, and at your store by Mr. Noah Norris?

A. He would have to make an assignment, and the best he could take was his brother; he had perfect confidence in him; would trust him with all he was worth.

Q. Why did he say he would have to make the assignment?

A. Because he was administrator, and could not foreclose on the mortgage.

30 Q. Was he administrator before you went to the court house?

A. No, sir; I don't think he was; I am sure he was not; I went up and got discharged; he was shortly after; I don't know whether that day or day after; very near that time; I could not say.

Q. Was it on that day that you went to the court house, or before or after that, Mr. Norris had agreed to become administrator?

A. He agreed to become before I went up to the court
40 house.

Q. How long before?

A. I think it was the day before; and then we went up the next day; I won't be positive.

Q. Did Noah Norris state any reason why he did not take out letters of administration that day?

A. I don't remember.

Q. Was there anything stated about his giving bonds?

A. Yes; he was to give bonds.

Q. Did he state anything after giving the bonds that day?

10

A. I don't remember.

Q. Did he ever attempt to explain to you why he was not sworn on that day—if so, what did he say?

A. I think there was a little delay on account of the bond.

Question repeated.

A. I don't remember whether that was the reason or not.

Q. After this visit to the court house, was there anything said by Noah Norris in regard to paying the interest on the 20 mortgages.

A. He told me not to pay any interest, as he wanted the mortgagees to go on and foreclose, and get the estate settled up.

Q. Had you paid any interest on the mortgages whilst you were administratrix?

A. I paid, I think, all the interest on the Grove street lot, up to the last six months before the foreclosure; I don't remember whether I paid any interest on Greene street, or no.

30

Q. Why was it you did not pay the interest on the York-street lot?

A. Mr. Norris sent his son over and heard of Mr. Morehouse's death; I was away at the time; interest came due, I think, along about October 1; somewheres along there; my book-keeper did not pay the interest; he told him he would wait till I returned; when I came home they told me that Mr. Norris came over shortly after, and told me I need not worry about the interest, as he did not want it; to let it remain; I could use the money.

40

Q. You said in answer to a previous question, that Mr. Noah Norris advised you not to pay the interest on the mortgages—what further did he state in that connection?

A. He told me to refuse to pay the interest on the bond, that the mortgagees might go on and settle up the estate.

Q. Did he hold out any promises to you, if you would consent?

(Objected to as leading, and not calling for the conversation, as it actually took place.)

10 *Q.* If so—what?

A. He promised that he would buy the property in for me; all of it, at any time.

Q. What else did he say—if anything?

A. He told me to give it out publicly that the property was to be sold and bought in for me.

Q. Did he state what would be the effect of not paying the interest?

(Objected to as leading, and not calling for the conversation.)

20 *A.* That the mortgagees would go on and foreclose; he told me to tell Mr. Sisson to do so; he refused to pay the interest for him; to go on and foreclose; he told me to tell him, at the same time, that he was going to buy it in for me.

Q. Before Noah Norris was made administrator, did he make any offer to you—if so, what?

A. He always promised to help me; that the property should be mine and no one else's before and after.

30 *Q.* Is that all he said; we are speaking now, Mrs. Morehouse, before he was made administrator; of the time before he was made administrator?

A. Why, he made promises whilst I was administratrix to assist me in any way I needed assistance; he wished to see me continue there in the business and get along; he always said there was a good business there, and I could work myself clear.

Q. What did you understand him to mean by working yourself clear?

A. He wished to see me go on with the business and clear my own indebtedness, get my property clear, as he told me many times; get that clear.

Q. State what other conversations you had with Mr. Noah Norris, at the time he advised you to let the mortgagees foreclose their mortgages?

A. That I should have it; that he would tell people that he was buying it for me, and that I and my foreman would tell 10 them the same; he said I and Nolan could tell who we pleased, but that he would have to use caution, he said, on account of the creditors of the estate; that was the reason he was cautious.

Q. What else did he say?

A. He said in regard to the sheriff, he had them all right.

Q. We are speaking, Mrs. Morehouse, of the time when Noah Norris advised you to let the mortgagees foreclose their mortgages?

A. He told me, we had an agreement between Mr. Norris 20 and me, that I should refuse to pay the interest on the mortgages and get the mortgagees to foreclose, and then he, Nolan and myself, would do all we could, and give it out that it was to be bought in for me; and when I worried, was afraid the property would be taken from me, Mr. Norris said there would be no one bid against me; he had seen it in hundreds of cases, that there never was any one bid against the widow; Mr. Annin told me the same thing.

Q. When you say property, what do you mean?

A. I mean real estate, the lot in Greene street, the lot in 30 York street, two lots on Grove street.

Q. In pursuance of that arrangement did you inform any person of this agreement?

(Objected to as leading.)

A. Yes, I told all that came in, and told others to tell; Mr. Nolan did the same.

Q. Name some one that you told?

A. I told Mr. Hughes, Mr. McFarland, Mr. Jones, on the corner, Mr. Doty and my mother.

Q. Did you tell any of the mortgagees?

A. I told Mr. Sisson that Mr. Norris had agreed to buy all the property in for me; I told him that I was telling it around; did not wish any one to bid against it, and asked him to do so.

(Objected to as to what witness told Mr. Sisson.)

Mr. Sisson told me that if the Grove street property was
10 to be bid in for me, he would not bid against me, but if it was not, he would, as he wanted it for a friend.

(Objected to as to what Mr. Sisson said.)

Q. Did you hear Noah Norris tell any one before the sale of the said real estate, that he was going to buy it in for you?

A. Yes, he told Mr. Annin, my mother, step father, sister and Mr. Nolan; he was always bragging about it to all my friends that came in; that it was the only way I would have any thing left; he said it was the only way that I
20 would have anything left, by bidding it in for the face of the mortgage; then I would have the lots by only paying the amount of the mortgages.

Q. Did he ever tell Mr. Sisson?

A. He did; he told Mr. Sisson.

Q. When?

A. He told Mr. Sisson in my presence at my store in Greene street, before the sale of the Grove street lots.

Q. What did he tell him?

A. He told him that he was buying for her, and pointed
30 to me; I was in the room with the child.

Q. Buying what?

A. The property.

Q. What property?

A. He told him he bought all the property; at the time I am talking about he brought Mr. Sisson around to my store; he told me before that he would go and get Mr. Sisson and

have him come there; and that I must tell him that he (Norris) was buying in those Grove street lots for me; Mr. Norris brought him round to the store, and asked him not to bid on the lots, as he was buying them in for me; for her he said, and pointed to me, as I said before, and then told me to ask him; I did; I asked him not to bid on them, for Mr. Norris was buying them in for me; he told Mr. Norris that he would not bid against him if he (Norris) was buying them in for me, but if he was not, he would, as he wanted them for a friend; he answered me in the same way, that 10 if Mr. Norris was buying them in for me he would not bid against me, but if he was not he would, as he (Sisson) wanted them for a friend; he said he would bid them up the full amount.

Q. What do you mean by the full amount?

A. Their full value; the full value of the lots; as it was he only bid up to his claim, the mortgage.

Q. After this conversation, at the time when Mr. Noah Norris advised you to compel the mortgagees to foreclose their mortgages, and before the sale of the property, did you 20 have any other conversation with Mr. Noah Norris; if so, what?

A. We had conversation the whole blessed time about the property, and he always promised that I should have the property; that he did not want a penny of it; he bought it all for me and the child; before the sale Mr. Norris and I agreed upon, was because I laid myself liable to all the estate debts, and he would hold it for me till things got quiet; at that, as other times, he said until the estate was settled and the creditors quieted down. 30

Q. How often did he tell you these things?

A. I have not finished the other answer; I wouldn't dare to hold anything in my own name; after things were quiet I was to have it in my name and he would mortgage it; this was before the sale; we had the same conversation after the sale, and for years he talked always the same way.

Q. How often did he tell you these things between the first conversation and the sale of the first real estate?

A. Often; he was over mostly every day.

Q. Did he tell you these things every day? 40

(Objected to as leading.)

A. Yes, sir; he talked it over every time he came.

Q. Which was the first real estate sold of which your husband died possessed?

A. The Greene street lot.

Q. When was that sold?

A. In the fall of 1857; I think it was fall; it was '57.

Q. By whom?

A. Sheriff Beatty.

10 Q. Were you at that sale?

A. Yes, sir.

Q. Where was it?

A. In the Philadelphia Hotel, Montgomery street, Jersey City.

Q. Did you go there with any one; if so, who?

A. Mr. Doty, my mother, myself and Nolan; Mr. Norris came round after me, and took us down there; before the sale I objected to go down to the sale, as Mr. Norris was going to buy it in; I told him there was no need of me
 20 being there if he was going to buy it in in his name; he said yes I must be there; if I wasn't, there they might think it was'nt for me, and if they even knew that he was buying it in for me, it would make a great difference my being there myself to work on to the sympathies of the people; when we got around to the room of the hotel; I objected when I got in the hall, to go into the bar-room for fear it was full of men, and we were all the women there; he told me not to be afraid; that he had just come around from there, and there wasn't scarcely any one in it;
 30 he insisted upon my going in; I still refused; he went in; he said he would go in himself and see who was in there; he came out and said there was very few there, about half a dozen there, and told me he had the Sheriff all right, and to go in; so I went in; after I got in there wasn't over a half dozen there; soon as we came in, the sale went on; Sam McLaughlin was there to bid up to the amount of Mrs. Bolen's claim; he bid up the amount and one or two bids over; I dont remember; I went and called Mr. Norris' attention, and told him Sam McLaughlin was bidding against

him ; he (Norris,) beckoned to John Nolan, and told him to go to Sam and tell him he was bidding against the widow ; Sam stopped bidding, and the lot was struck off to Noah Norris for \$1,325 ; I believe somewhere around there.

Q. How do you know that Noah Norris told John Nolan this ?

A. I heard him ; I was standing beside him ?

Q. What was that Greene street property worth at that time ?

A. My husband paid \$2,000 for it ; Mr. Norris told me 10 to make inquiries, and see what it was worth ; I went up to Mr. Traphagen ; he told me it was worth \$5,000 ; he wouldn't take it, if it was his.

(Defendants' counsel objects to what Mr. Traphagen said.)

Q. Did your husband improve the property after he bought it ?

A. He did.

Q. State how.

A. He put up the building which stands on it now, with the exception of the last story. 20

Q. How many buildings are there on the Greene street property ?

A. There are two.

Q. How many of these did he put up after he bought ?

A. I think he put up both ; there was a little place on it which he tore down and then built the building on 42 and 44.

Q. How many persons were there at the sale of the Greene street property ?

A. I don't think there were half a dozen persons besides 30 our own party.

Q. Who bid on it ?

A. Sam McLaughlin bid up the amount of Mrs. Bolen's claim.

Q. Who else bid on it ?

A. Sam made one or two bids after, Mr. Norris stopped him ; there was no bid after but Noah Norris ; these were the only ones that bid.

Q. Which property was sold next ?

A. The York street lot.

Q. When ?

A. It was shortly after the Greene street ; the record says in January, 1858.

Q. Where ?

A. Philadelphia Hotel.

Q. Who sold it ?

A. Sheriff Beatty.

10 Q. Who cried the sale ?

A. Mr. Francis, the deputy.

Q. Were you at that sale ?

A. I was.

Q. How did you come to go there ?

A. Mr. Norris came around and brought me down to the Philadelphia Hotel.

Q. Did he say anything to you before this sale, if so state what ?

A. Yes, he told me, buying it in for me ; Mr. Norris told
20 me he was buying the York street lot in for me.

Q. What occurred at that sale ?

A. When I went in I saw Mr. McLaughlin and his lawyer there ; I think it was Mr. Bentley ; I was afraid Mr McLaughlin came there to bid the lot up beyond my reach. I told Mr. Norris that Mr. McLaughlin and his lawyer was there. He sent Mr. Annin to Mr. McLaughlin, and told Mr. McLaughlin that Mrs. Morehouse was there for the purpose of buying the lot in, and she would bid the full amount her husband paid for it, which was \$3,000. Mr. Annin came
30 back, told me not to worry, for Mr. McLaughlin would not pay over \$2,500 ; then the sale went on ; Noah Norris bid up to \$1,000 and stopped there ; I pulled his sleeve and told him to bid up to the full amount of his claim, he refused, and I told him I would bid it up myself if he did not. He told me no ; I must not, that he would explain to me when he came round to the store why he did not ; I was dissatisfied at the time and turned round and told John Nolan so.

Q. What did the auctioneer do while you were dis-
40 puting ?

A. Waited our motion.

Q. Did any one else bid ?

A. No one but Noah Norris.

Q. Who bid the \$1,000 bid ?

A. Noah Norris.

Q. How do you know ?

A. I stood by him, and saw him and heard him bid on it ;
saw and heard him, I mean.

Q. Did he explain it afterwards, if so how ?

A. Yes ; He told me the Sheriff's fee would be higher, to 10
no advantage to me.

Q. What were your reason for wanting him to bid
higher ?

(Objected to ; reason, no evidence).

A. I did not finish my other answer ; one was that the
Sheriff's fee would be higher, the other was that if there
was any more claims against the estate, that would put an end
to it in the shape of judgments and so on.

Q. Why did you want him to bid higher ?

(Objected to.)

20

A. I told him the temptation would be too great for John
D. Norris to hold on to it, get a \$3,000 lot for one ; Noah
Norris bid the lot in in his brother's name at the sale John
D. Norris.

Q. I asked you why did you want him to bid higher, did
you tell Noah Norris this reason ?

A. yes, I gave him my reason there, he told me no, his
brother was honest.

Q. Did you see John D. Norris at that sale ?

A. I did not.

30

Q. In your previous examination, when you spoke of Mr.
Norris, who did you mean ?

A. Noah Norris.

Q. Did you ever hear that John D. Norris was at that
sale ?

A. No, sir ; I never did till I saw their answer.

Q. What was the York street property worth at that time?

A. Can't say; I did not make inquiries about the York street lot.

Q. Did your husband improve that property any after he bought it?

A. He did.

Q. State how?

A. He rebuilt the old blocks with shop upon it; he put
10 up a three story building in the rear of the blocks with shop; then the store he built in Greene street, he run back on the lot on York street 25 feet one way and 20 the other.

Q. Were you at the sale of the Grove street property?

A. I was.

Q. When, where, and by whom was it sold?

A. Same place, at the Philadelphia Hotel, by Sheriff Beatty; not very long after the York street; I can't remember if it was that winter or the following summer; it was put off once; Mr. Norris came round for me and brought
20 Mr. Sisson with him, and we three went down to the sale together; Mr. Sisson bid up to the amount of his claim; he stopped and Mr. Norris bid on it; and it was struck off to Mr. Norris—Noah Norris.

Q. For how much?

A. The amount of the mortgage was \$2,500; I don't remember the exact amount; Mr. Sisson bid up to the amount of the mortgage, and a trifle over the even six months' interest due; and Mr. Norris bid a trifle over him, and the property was struck off to him.

30 *Q.* How many bid at that sale?

A. No one but Charles Sisson and Noah Norris.

Q. How many were there at that sale?

A. Very few.

Q. How many?

A. I don't think over a half-dozen, sheriff, and us and all I don't think it numbered over half a dozen.

Q. How many were there at the sale of the York street lot?

A. There were very few; not over ten in all; no one bid
40 against the York street lot.

Q. Did Noah Norris tell you to make any representations with respect to the sale of the York street lot ?

(Objected to as leading.)

A. He told me to tell people that he was going to buy it for me.

Q. Did you hear him tell any one else ?

A. I heard him tell the sheriff he was buying it in for me, he was very clear he could ; then went on and saying that it was the only way I would have anything left.

Q. Did you hear him tell any one else to tell others ? 10

A. I heard him tell John Nolan to tell others.

Q. What did you hear him tell John Nolan to do ?

A. I heard him tell John Nolan to tell it out publicly among Mr. Morehouse's friends, that he was bidding that property in for the widow and orphan.

Q. Did Noah Norris make any representation with regard to the Grove street lot in your presence ; if so, what ?

A. Yes, sir ; he told Charles Sisson, before the sale, he was buying it in for me, and didn't wish him to bid anything above his (Sisson's) claim. 20

Adjourned to Monday, April 27, 1868, at 1 o'clock, P. M.

April 27, 1868, adjourned to May 1, 1868, at 10 A.M.

May 1, 1868, at 10 A.M., parties appeared, examination proceeded with in presence of J. B. Vredenburgh, solicitor for complainant, and I. W. Scudder, Esq., of counsel for defendants.

Direct examination of Ann M. Morehouse continued.

Q. After the sale of the Greene street lot did you have any conversation with Noah Norris, if so what ?

A. Mr. Norris told my mother in my presence, that he had bought that Greene street lot in for me, didn't want one penny of it he said, and for her to go home and make herself contented ; he'd buy the other three lots in ; this was 30

the Greene street lot you know that was sold; he'd do the same by me, he said, as if I were his own child; I complained about Sam McLaughlin bidding up above the amount of the claim; he said never mind Mrs. Morehouse, you've got it cheap enough, and that I am pretty fortunate. That is all I remember, there was others present.

Q. Did you have any other conversation with him at any other place than at Jersey City; if so where, and what?

A. Up to my mother Mrs. Doty's; I brought up a conversation there in her presence; I never was satisfied while
10 John D. Norris held the mortgage on the York street lot, and I brought this up in the presence of mother, so if Norris should die I'd have a witness in her; at that time I had perfect confidence in Noah Norris; he told my mother that I was worrying about the mortgage; he said it was as safe in his brother's hands as if in his; that he and his brother had had an understanding before the assignment that the assignment was only a mere form, and as soon as the estate was settled he would have it in his own name or in mine, just as
20 I pleased; that he had bought it for me and he intended I should have it and no one else, and he studied my interest just the same as he did his own. Since that time he has had conversations with her, Mrs. Doty, at my store, and told her about the same thing, that the assignment was mere form; as he was administrator he could not go on and sell.

Q. When was this, the first conversation?

A. It was after the Greene and York street lot was sold; about the second year of his administration, about that time.

30 *Q.* When you say the mortgage held by John D. Norris, what do you mean?

A. The assignment of the mortgages.

Q. Did he not then speak of the sale of the York street lot to his brother?

A. He said he had made an assignment of the mortgage; that is the only way he spoke.

Q. Is that all he said?

A. He promised I could have it, continually, as soon as the estate was settled.

40 *Q.* In whose name was the York street lot then?

A. It was in John D. Norris's.

Q. Did he say anything about that?

A. All he said, that I can recollect, that I could have it back as soon as the estate was settled; that it was only done for mere form; I never looked at it as being John D. Norris's, and he never talked of it in that way; he talked of it as it belonged to me, and as if he had the mortgage on it.

The latter part of the answer objected to by defendants' counsel after "I never looked at it," &c. 10

Q. What other conversation did you have with Noah Norris after the sale of the real estate which Thomas W. Morehouse died seized, if any, what?

(Objected to, as these conversations have been already several times called for.)

A. We had conversations continually about the property; that he had bought it for me, and as soon as the estate was settled, he was going to help me improve it; I told him no; I wished to get the lots cleared first; the interest would eat up the principal; said he didn't want any interest; he in- 20 tended that I could have the use of his money; all that he wanted was the principal, that which he had expended on to it; then after a while I wanted to redeem it in different ways; I wanted my mother to take the property; he said it wasn't as safe in her hands as in his; she had a second husband; he might lay claim to it in some way; and if I'd go right straight along with him, he would manage it all right for me; he told her the same thing when she came down and offered; I told him I wasn't satisfied with the way things was shaped, 30 and I'd rather she'd have it; wanted him to make a bill out for the whole property, the whole four lots, and he put it off; I couldn't get the bill; then another time I told him I had excellent good offers to sell out my business there; that I could sell it out, and pay off all the claims that he had on the property; then I would sell the Grove street lots, and

have that and the rents clear, and in a short time I would put buildings up there myself; that is, good, substantial buildings in place of the old shanties that is on them now; he said no, I could do better than that; I could continue my business, and clear the property and put good buildings on them in a short time, and then I'd have then; then I could sell the business, and get just as much for it, and I'd have that much more; I was doing a good business at the time, and he knew it. Another time I wanted to mortgage the Greene-street property; I could get money for five per cent., and wanted to pay off his claim on that; he told me no; his claim was the same as a mortgage; and one person better own the whole than to have different ones; and, as for the interest, he did not intend to charge any; I wanted him to come to a settlement at different times after that, and he always promised after the estate was settled up we'd have a settlement. After the estate was settled, I kept at him for a settlement, along about '62; somewheres thereabout, he brought in bills; I told him; he brought in a cash bill; I didn't owe it; that he was in my debt; and the bill on the property, I didn't understand nor my lawyer neither; I told him the bill was illegal, and he had charged things twice on the bills and compounded the interest. Then he took hold of the bills and tried to get them right; two or three times he tried it; he acknowledged, then, there was a mistake somewhere, but he couldn't tell where; I then told him to bring in bills, the amount he had expended on the property, and I was ready to pay it; he told me there were the bills; pay that and I could have my property back again; I told him they were illegal; I couldn't understand them; nor my lawyer couldn't understand them, and that is all the answer he'd make; there's the bills, pay them, and I could have my property back again; and the bills they run on two alike, and are all added together.

(Answer objected to as to bills, as the bills will show for themselves.)

I refused to pay them; they were illegal.

Q. Were these conversations that you have spoken of before he handed in the bill ?

A. Yes they were all before he handed in the bills, only those respecting the bills.

Exhibit C 1, C 2, C 3, and C 4, shown to witness.

Q. Did you ever see those bills before ?

A. Yes, sir.

Q. When did you first see them ?

A. About 1862.

Q. Who gave them to you ?

A. Mr. Noah Norris.

10

Q. Are those the bills referred to in your former answer ?

A. Yes, sir.

Q. In whose handwriting are they ?

A. Brainard's, his son's.

Bills C 1, C 2, C 3, and C 4, offered in evidence.

Q. Were they all handed to you at one time ?

(Objected to, leading.)

A. There were all but the one, that was in '63.

Q. Have you had any conversation with Noah Norris since the bills were handed in, if so what ?

A. Yes, we've had conversations ; he has wanted me to go out and let him rent the place ; he said he could pay water rents, taxes, &c., and have something nice left for me out of the rents of them ; he has often told me that up to the winter of 1867 ; he told me if I would go out and let him rent it, he wanted me to sell out the business and go out and rent the place, and there would be enough to support me out of the balance of the rents after paying interest, taxes, &c. Conversations that we have had about the rent he received from the blacksmith shop and stalls would just pay the interest and expenses on the others, interest, taxes, &c. ; I have asked him whose name he receipted Farrel

when he paid his rent to him, and he told me his own; receipted in his own name.

Q. Did you hear Noah Norris say anything at any time at the station house with regard to this property; if so, what?

A. He said he'd been for the last four years trying to get me to a settlement, and I wouldn't do one thing or the other; he told the officers, when they came in my store that he said it was his property, he'd bought it and paid for it; 10 it was a great thing he said, to take a man off his own property, or lug him off his own property, some remark like that; that was the spring of '67.

Q. Did you ever pay any rent for that property?

A. No, sir.

Q. Was there ever any demanded?

A. I never heard anything about rent till that spring, last spring, the spring of '67; it might have been February; I don't exactly remember; it was February or March.

Q. You said in a previous part of your examination that 20 you occupied part of the York street lot; how much of that did you occupy?

A. I can't exactly say; the store in Greene street runs back and takes off 20 feet, I think; then there is a three story building on it besides.

Q. Did you occupy them?

A. Yes.

Q. From when to when?

A. From October, 1855 until '67.

Q. What time in '67?

30 *A.* The spring of '67; I had possession of them till '68 here; February or March, I don't remember.

Q. Did you ever pay any rent for them?

A. No, sir.

Q. Was rent ever demanded?

A. Never, till the spring of '67.

Q. When did you know certainly that John D. Norris had bought the Greene street property?

A. I never knew it for certain; I've heard that he did about two years before this fuss of '67; Mr. Norris came in 40 my store, (Noah Norris,) and wanted me to let him rent it;

if I would, he'd give me the balance of the rent over taxes, interest &c.; I told him no, I wouldn't as I'd had enough of his promises; if he'd give it to me in writing that I would; he said then he would sell the whole concern to John D. Norris, and I'd have him to deal with instead of him; I told him he'd sell something that didn't belong to him; that it was not his to sell; then he asked me where my bills were; that he had given me a chance to redeem it, and I had refused it; I told him that it was false; that I had never refused to redeem it, and those bills I didn't consider had 10 anything to do with it; that I couldn't understand them, and he couldn't understand them himself.

Q. When did you first know that a deed was on record from Noah Norris to John D. Norris, for the Greene street property?

A. Until the spring of '67.

Q. Did you know that that property had been conveyed until then?

A. Once he came in my place, then store, and I wanted him to make out the bills, and I would pay him cash down 20 for all that he had expended on the lot; I told him that he had bought them for me, why not settle and let me go; he said, yes, he knew he had bought it for me, but it was out of his power now; he had sold it to John D. Norris.

Q. Did you believe him?

A. No, I did not; I told him that he had sold something that did not belong to him, and did not believe it; he laughed, and made sport of it; but before the last of that question his answer was—If I can't speculate on this property I can somewhere else; when I first offered to pay him 30 cash down.

Q. Did you know the property had been conveyed until then? Repeating former question.

A. No, sir; I did not.

Q. When the bills were handed in was there anything said about joining your personal indebtedness with the bill for the real estate?

A. Yes; he said I must pay the full amount of those bills, and I could have the property.

Q. What did you say to him in answer?

40

A. I told him I didn't owe a cash bill; that he was in my debt on book account; the bill was illegal.

Q. Is Sheriff Beatty now living?

A. I have heard that he was dead.

Q. Don't you know that he is dead?

A. Yes, sir; I have seen the advertisement that he was dead; the funeral notice.

Q. Have you ever had any conversation with Sheriff Beatty with regard to the three sales of this property since 10 those sales; if so, what?

(Objected to by defendants' counsel).

A. Mr. Beatty told me that Noah Norris took him in a saloon and treated him.

Q. When?

A. Before each of the sales, and told him he must use all his influence in my behalf; he was buying the property for the widow of Thomas M. Morehouse and his child, and that he knew no Norris but Noah Norris, never saw any other.

Q. Did Sheriff Beatty say what he did do?

20 (Objected to as incompetent).

A. Yes, he said that he told every one that he could, that would likely bid on the lots. It was to be bought in for me, he'd used his influence as far as he could in the matter.

Q. What was the general impression at the sales of the real estate of which Thomas W. Morehouse died seized?

(Objected to as incompetent and not facts).

A. That they were to be bought in for the widow and child.

Direct closed.

30 Adjourned.

Examination of witnesses resumed this 27th day of May, 1868, in presence of J. B. Vredenburgh, Esq., counsel for complainant; and I. W. Scudder, Esq., of counsel for defendant.

Cross-examination of Anna Maria Morehouse.

Q. What debts (state them) you paid as administratrix of Thomas W. Morehouse?

A. I don't remember.

Q. State the amount of such debts?

A. I don't remember; I kept an account in a book and it 10
has got lost.

Q. What property was in the shop at the death of Thomas W. Morehouse?

A. There were tools and stock.

Q. Can you be more specific in the statement of the tools and stock?

A. I can give an idea what I paid for them when they were sold, but I can't give any idea what they were.

Q. Did you use the tools and stock after the death of Thomas W. Morehouse to go on in business? 20

A. Yes, sir.

Q. How long did you go on in business?!

A. From the time I went in business till Mr. Norris administered, do you mean? (*A.* By defendants solicitor. No.) I carried on business 'till 1867.

Q. Did Noah Norris advance money to enable you to carry on that business?

(Objected to.)

A. He insisted on me going on with it after he was administrator; then he said he'd lend me money to go on 30 with it; after the first or second month I paid him back faster than I borrowed it though.

Q. Did Noah Norris advance money to pay the men employed?

(Objected to by complainant's counsel as impertinent.)

A. He told me he must let him come over and pay off the men ; then I'd have witness that they had been paid.

Q. Did you not write to him to come over and assist you in paying the men ?

A. I remember of writing to him once or twice ; once I think was about the letters of administration ; if I did it was after he told me that there might have been some trouble with the men.

Q. When you wrote to him about the letters of administration, was it before or after Noah Norris administered ?

A. I think it was before.

Q. Were not the letters you wrote to Noah Norris about administering, letters requesting him to administer ?

A. Why he promised to help me with the property, and I expected I did request him to administer. Of course I was anxious to have him settle it all, to have him administer.

Q. About how long before Noah Norris administered, did you write to him requesting him to administer ?

A. I think it was only a short time before.

20 Q. Did you purchase from a Mr. Nelson a house and lot in York street ?

(Objected to as impertinent).

A. No, sir.

Q. Did you in 1864 live in a house and lot in York street, purchased from a Mr. Nelson ?

A. Yes, sir.

Q. Who paid for that house ?

A. My daughter.

Q. Where did she get the money to pay for it.

30 (Objected to as impertinent).

A. Some of her own ; I made up the balance ; I made up the balance.

Q. How much was that balance ?

A. I think she had about six hundred dollars. I am not sure exactly.

Q. How much was that balance ?

A. Why I gave her the balance, it must have been \$2,400 if she paid six.

Q. Where did your daughter get the \$600 from ?

A. She taught school for three years in the public school, and had music scholars beside. She had \$75 in the bank when her father died, all the rest of it belonged to her. Her grandmother gave her \$50 and her father \$25 before his death.

Q. Who has the title to the house and lot in York street now ? 10

A. I don't know.

Q. Who occupies the house and lot in York street now ?

A. A Mr. Dixon and a Mr. Wyckoff.

Q. Who receives the rent ?

A. I don't know.

Q. Do you receive any of it ?

A. No, sir.

Q. Does your daughter now claim any ownership in it ?

A. She does not. 20

Q. When did she part with her ownership ?

A. Last spring some time; I think it was spring.

Q. To whom ?

A. Mr. Stone—Warren Stone.

Q. For how much ?

A. Three thousand dollars.

Q. Cash or mortgage ?

A. Cash.

Q. How was your part, the \$2,400, secured ?

A. I gave it to her at the time she bought the house. 30

Q. Did you get about \$2,500 or \$2,600 from Winslow, Lanier & Co. ?

A. Yes, sir.

Q. Was that put in the house in York street ?

A. Yes, sir; I gave that to my daughter.

Q. While you were administering on the property, did you consult Mr. Annin ?

A. No; I never consulted Mr. Annin till I was going to give up the letters.

Q. How long before you gave up the letters did you consult with Mr. Annin?

A. It was a very short time; I don't exactly remember how long.

Q. Did you pay any interest on the bond and mortgage on the York street property, given by Thomas W. Morehouse to Noah Norris after the death of your husband?

A. No, sir; he told me not to.

10 *Q.* Did you pay any interest on the bond and mortgage on the York street property, between the time of the death of your husband and the time of the revocation of your letters?

A. No, sir; I never paid any interest on the York street lot; he told me to go on and use the money, and let it stand.

Q. Did you pay any interest on the bond and mortgage on the Greene street property given by Thomas W. Morehouse to Margaret Stone, and by her assigned to
20 Mary Bolen, from the time you took out letters to the time your letters were revoked?

A. I don't remember whether I did or not; my book-keeper might have paid it, but I don't remember.

Q. Can you remember whether, in your direct examination, you did state that you paid interest on the bond and Mortgage on the Greene street property, between the time of the death of your husband and the time of the revocation of your letters, or any other time?

A. I think my answer was the same as now; I don't re-
30 member.

Q. Who was your book-keeper?

A. First, Martindale, Chas.

Q. For how long?

A. For a few months after my husband's death.

Q. Who second?

A. John Nolan.

Q. Any other?

A. John Nolan took charge of the business and books; he got others to do the writing.

Q. Did you, before your letters were revoked, pay any interest on the Grove street bond and mortgage?

A. I paid all the interest until I told Mr. Sisson to fore-close.

Q. When did your daughter Theresa come of age.

I can't tell; she is about 23 years of age now; about 3 or 4 years ago.

Q. Was she of age on the 22d of April, 1864?

A. I don't think she was; not 21.

Q. Did you know Jane Ann Van Varick?

10

A. Yes, sir.

Q. Where did she reside?

A. 192, Broadway, New York.

Q. Where now reside?

A. The same place.

Q. Is she related to you?

A. She is a cousin.

Q. The name of her husband?

A. Peter Van Varick.

Q. Did you ever request Noah Norris to have a deed made out for the Grove street property to Jane Ann Van Varick?

A. Mr. Norris, at the time I got this money from Winslow, tried in every shape and form to get hold of it; wanted me to let him have it on his note, then on bond and mortgages, and finally I consented to let him have it on the Grove street property; he to make out a correct bill for just what he paid for the property, and he told me I must have it made in some one else's name; if I had it they would take it away from me; so I selected Mrs. Van Varick; when I took the bills up to Mr. Miller, my lawyer, he told me Mr. Norris had overcharged me on the lots; he told me not to take them; I told him he need not make out the deed to Mrs. Van Varick, that he had charged too much; I never saw any deed, and don't know anything about any deed.

Q. You did then give the name of Jane Ann Van Varick as the proper person to take the deed for the Grove street property?

A. Yes, providing he made out a correct bill on the property; this was one evening he was over, and I told him to

40

wait till I made up my mind ; I went to see my lawyer ; he said he was asking too much for the lots.

Q. Was not the deed to Jane Ann Van Varick for the Grove street property, at any time in your possession ?

A. No, sir ; he told me he was going up to get a blank ; I told him not to make it out.

Q. That was before you saw Mr. Miller ?

A. Yes ; I think it was.

Q. Which property was sold first at Sheriff's sale ?

10 *A.* Greene street.

Q. Who were present at that sale ?

A. I don't remember all that were present ; my mother, step-father, Noah, and myself, and a lady friend ; I think McLaughlin and a few others ; I don't remember who.

Q. Who was your lady friend ?

A. Mrs. Lee.

Q. Where is she now ?

A. Jersey City.

Q. You say a few others ; how many ?

20 *A.* I don't think there was over a half dozen besides.

Q. Which property was sold next by sheriff ?

A. York street.

Q. Who were present ?

A. McLaughlin and his lawyer, Nolan, and Noah Norris, Mr. Annin, Mr. Norris' lawyer, myself, and a few others ; I don't remember who.

Q. What month was the York street property sold ?

A. Shortly after Green street.

Q. Can you state the month ?

30 *A.* I can't ; I only remember as I saw it from the record in January.

Q. How long after the sale of the York street property, was the Grove street property sold ?

A. Not very long after the York street.

Q. What month ?

A. Can't say whether it was winter or summer ; whether it was that winter or the next summer.

Q. As near as you can recollect, how many months intervened between the sale of the York and the Grove street
40 property ?

A. As near as I can remember it now, the following summer; York was sold in January, and Grove in the following summer or spring.

Q. Who were present at the sale of the Grove street property?

A. A very few; I don't think we numbered half a dozen in all; myself, Chas. Sisson, Noah Norris.

Q. Do you remember anybody else?

A. No, sir. The sheriff of course.

Q. While you were in business, did not Noah Norris, at 10 your request, get credit for you with David Moffat?

A. He went down and told Mr. Moffat to let me have things when I sent for them.

Q. At your request?

A. He did it at his own request; he was anxious to have me go on with the business; I didn't feel as if I was capable; I told him the men would take advantage of me in the business; he told me he would come over and see and advise with me how to carry it on.

Q. Who requested you to go on with the business, immediately after the death of your husband? 20

A. I wished to go on with it myself.

Q. You used the stock of tools, for that purpose, which were in the store in Greene street?

A. Yes.

Q. What was the value of such stock and tools?

A. I don't remember what they were appraised for.

Q. You used up all the stock?

A. Yes: I don't think there was a great deal on hand; I don't know much about the business; then it was carried 30 on by Nolan & Martindale.

Q. Who was the bondsman who wanted to buy out your place, and you refused to sell?

A. Edgar Morris.

Q. What did Edgar Morris offer you?

A. I don't remember that he made any particular offer to me.

Q. Did he make any general offer to you to buy you out?

A. I don't think he made any offer to me.

Q. Did not Edgar Norris request you to file an account of your administration?

A. I don't remember.

Q. What month and year was it when, as you have stated, Sisson and Noah Norris talked with you about buying in the Grove street property?

A. Can't tell the month, it was just after the York street lot was sold; I think they had a talk about it before any of the sales; Mr. Sisson came in to get his interest money; 10 then when he told Sisson he did not wish him to bid on it, was just before the property was sold.

Q. What month and year was it when you and Sisson and Noah Norris talked about buying in the Grove street property?

A. The year, I think, was 1858, but the month I could not tell.

Q. Name the persons who were present at the conversations?

A. Mr. Sisson, Noah Norris and myself.

20 *Q.* What month and year was it when the conversation first took place between you and Noah Norris with reference to the purchase of the Greene street property?

A. It was before he administered on any of the property; in the year 1857; in the fall of 1857; I can't state the month.

Q. Who were present when such first conversation took place?

A. No one but he and I.

Q. When did the conversation first take place between you and Noah Norris with reference to the purchase of the York 30 street property?

A. At the same time.

Q. Can you state the month?

A. No one but ourselves; I mean myself and Noah Norris.

Q. You have produced certain accounts which have been marked Exhibits 1, 2, 3, and 4; are these all the accounts which have been furnished you by Noah Norris?

A. Yes, sir.

Q. Did you ever at any time tender any sum of money

to Noah Norris for the property in Grove, Greene and York streets?

A. Why, he never made out a bill that I could; I don't know how to answer it.

Question repeated.

A. I told him I was willing to pay him provided he made out a correct bill at any time.

Question repeated.

A. I never did, for I never knew what to offer him.

Q. Do you know to what amount you were deficient in 10 your accounts as administratrix?

A. I do not.

Q. When your letters were revoked, did you pay over any money on account of your administration?

A. I don't remember.

Q. If you were ready to pay Noah Norris, provided he would make out a correct account, where did you get the money from with which to pay?

A. I intended to get it from my mother.

Q. Give her name? 20

A. Theresa Doty.

Q. When did Theresa Doty have any money for that purpose?

A. I don't know whether it was along in 1858 or 1859; in one of those years.

Q. Is she alive now?

A. Yes, sir.

Q. What amount did she have?

A. I don't know exactly; she had enough; if she hadn't, she could mortgage her farm. 30

Q. Did she ever propose to you to mortgage her farm for that purpose?

A. I don't remember whether she did or no; she could do it without mortgaging at that time; I intended to sell off the Grove street, then my business; I even offered a good price for that; she spoke of giving her note to one Mr. Winters, who put out money up there, at 5 per cent.

Q. What year was that?

A. It was before the estate was settled; it was '58 or '59; I don't know. 40

Q. After the death of your husband, did you visit the family of Noah Norris, in New York?

(Objected to by complainants' solicitor.)

A. Yes, sir.

Q. How frequently?

A. I don't remember of being there over three times; to make a visit, I mean.

Q. Were you there oftener than that?

A. I might have been there oftener than that; but I am
10 sure I was never there more than half a dozen times—calls and all.

Q. Did you know John D. Norris by sight in the year 1857?

A. I saw him about the time Mr. Norris was talking of taking out letters of administration.

Q. That was before the letters were granted to Noah Norris?

A. Just about that time.

Q. Then, when the York street property was sold by
20 sheriff, you were acquainted with John D. Norris?

A. Yes, sir.

Q. If John D. Norris had been at the sale of the York street property by the sheriff, you would have known him?

A. Yes.

Q. Do you say now, as you did on your direct examination, that John D. Norris was not present at the sale of York street property by the sheriff?

A. He was not there, unless he kept out of sight.

Q. Did you go to the court house when letters were
30 granted to Noah Norris?

A. Noah Norris went up to the court house with me when I got discharged; he and Annin stayed, I came home; when he came down, he said he would have to give bonds; he knew none here but Wilson; he might have taken out letters that day.

Q. How long, before you got discharged, did you confer with Annin?

A. It was a short time; I don't remember; it might have been a day before, or it might have been two.

Q. How long, before you were discharged from your administration, did you become acquainted with Mr. Annin?

A. I never saw him or heard tell of him, till I got him to get my discharge.

It is understood that the cross-examination of Mrs. Morehouse can be continued, after defendants' counsel has an interview with John D. Norris.

Complainant's counsel objects to all questions relating to Mrs. Morehouse's private business after she was discharged from her position as administratrix of Thomas W. Morehouse; all questions in relation to money advanced, to her by Noah Norris.

All questions in relation to money advanced, or paid to her, by Winslow, Lanier & Co.

All questions with regard to the disposition of that money.

All questions with regard to that property, which was purchased by Theresa Morehouse from Nelson. 20

Q. State all the persons who were present at any conversation between you and Noah Norris relative to your right to redeem the York street, Greene street and Grove street properties?

(Objected to.)

A. Mr. and Mrs. Doty, my sister, Mrs. Van Houten, my daughter; Nolan has been present; don't know whether he's heard the general conversation right through; I don't know as I remember anybody else.

Q. Did Noah Norris, after he administered, have a sale 30 of property belonging to the estate?

(Objected to.)

A. The personal property, yes, sir.

Q. At that time was any of this property up at your mothers?

A. Three pieces of silverware, that was a presentation to Mr. Morehouse.

Q. Did Mr. Wortendyke, counsellor, request that such property as was up at your mother's should be produced?

A. No, sir; Mrs. Bolan, after the sale of the personal property, complained to her lawyer, Mr. Wortendyke, that Mr. Morehouse had a watch chain and silverware; those
 10 three pieces of silver, you have got those down, a large ring he wore, and a silver watch and a gold pen were not sold at the time the personal property was sold. Noah Norris made a sale and sold them with Mr. Morehouse's clothing; Mr. Wortendyke did not know they were to my mother's; I took them there for fear that my place might get fire, or some
 20 person might break in and steal; I moved down to the store and had no place for them; I offered to give them up to the appraisers, the silverware and jewelry, and they refused to take them, saying they were presented to Mr. Morehouse, and I was the proper person to have them.

A. M. MOREHOUSE.

Subscribed and sworn before me this 27th day of May, 1868, at Jersey City.

JAMES FLEMMING,
Master in Chancery, N. J.

Evidence of witnesses in this cause, taken June 29, 1868, in presence of J. Vredenberg, of counsel for complainant, and I. W. Scudder, counsel for defendants.

Theresa Doty, a witness for the complainant, being duly
 30 sworn on her oath, saith: I live at Pompton, New Jersey; I am the complainant's mother.

Q. Was your daughter ever married, if so to whom?

A. Thomas W. Morehouse.

Q. When did he die?

A. Well, about twelve or thirteen years ago.

Q. Did he own a house and lot in Jersey City, if so where were they?

A. Property in Greene street and a lot in York street.

Q. Did he own any other property ?

A. Two lots I think in Grove street.

Q. Who administered on his estate ?

A. Mrs. Morehouse.

Q. Who after Mrs. Morehouse ?

A. Mr. Noah Norris.

Q. Do you know Mr. Norris ?

A. Yes, sir.

Q. When were the houses and lots sold of which you have
spoken ?

A. Well, it is between eight and ten years ago, I could not exactly say the time.

Q. Which was sold first ?

A. The Greene street.

Q. Previous to the sale of the Greene street property, did you have any conversation with Noah Norris, if so what ?

A. Yes, sir; had quite a great many conversations with Mr. Norris, seen him quite often.

Q. When did you have the first conversation with him ? 20

A. Well, I can't exactly state the dates, but it was before any of the property was sold.

Q. What did he say ?

A. Always understood that he was going to buy the property in for the widow and orphan ?

Q. What did Noah Norris say ?

A. He said he was going to buy the property in for the widow and orphan.

Q. How often did he tell you this ?

A. He told me that quite often, sir. 30

Q. At the time of the sale of the Greene street property, did you have any conversation with Noah Norris; if so, what ?

A. Well, Mr. Norris said that he was going to buy the property in for the widow and orphan.

Q. Where was this conversation ?

A. Generally at Mrs. Morehouse's store, where I saw him.

Q. Where did you have the conversation at the time of the sale of the Greene street property ? 40

A. To the Greene street property, sir? Room back of the store.

Q. What passed at that time while Mr. Noah Norris was present?

A. You mean just before the sale began; Mrs. Morehouse objected to going down to the hotel where it was to be sold; as he was going to buy it in for her, she thought it would be of no use, and he told her he wanted her there by all means, as he had it all noised around
10 that the property was to be bought in for her; if she were not there, he said, the people might think it were a fraud.

Q. Was that all that was said?

A. Well, he said he wanted her there that people might see the property was going to be bought in for her.

Q. Did he give you at any time any instruction with regard to the sale of the Greene street property?

A. In what way?

Q. As to what you should say to people who come there to buy?

20 A. Why he told me I could tell what I knew, that the property was to be bought in for her; also he told them himself and got others to do so.

Q. Did he say who he had told to tell others so?

A. He had the sheriff posted on that, and Mr. Nolan, and requested them to make known in Jersey City to all the business men.

Q. Who went down to the sale together from that shop?

A. We were there waiting for Mr. Norris to come up for us, and he came for us.

30 Q. Did'nt you go to the sale?

A. Yes, sir.

Q. Who went to the sale with you?

A. Mr. Norris, a lady by the name of Mrs. Lee, Mrs. Doty, Mr. Nolan, Mrs. Morehouse and myself.

Q. Was there anything said on the way to the sale, if so what?

A. When we came to the stoop she objected to going in, and he persuaded her to go in, and told her she must go in by all means, and I done so likewise, told to go in; she had

wrote to me and I had come down for that purpose, and we went in together.

Q. Can you tell what Noah Norris said at that time, in the hall or in the hotel?

A. In the hall Mrs. Morehouse objected again going in. Mr. Norris told her she had nothing to fear, as he did not think there would be more than half a dozen gentlemen in the room, cause they all knew that the place was to be bought in for her, and he told her to stand still and he would go in and see, which he did; he came out and told there was not half a dozen men in the room, and he open the door, and we walked in; when we walked in the sheriff commenced the sale right away; I do not recollect how much Mr. Norris bid on the lot; but Mr. McLaughlin bid twice on the lot; I saw Mrs. Morehouse touch Mr. Norris and tell him Mr. McLaughlin was bidding on the lot; I saw Mr. Norris beckon to Mr. John Nolan; he came to him, and he whispered; I saw Mr. Nolan go to Mr. McLaughlin, and I heard what he told him. 10

Q. What did he tell him?

20

A. He told him he were a biding against the widow; is that so, he says; John, John said, did you not hear it? have you not understood it? he said, no; he says, I would not bid against the widow; and he said, I only came here to bid up Mr. Bolan's claim any way.

Q. Was there anything more said at that time by Noah Norris?

A. Not at the hotel.

Q. Where then?

A. At the house, after the property was sold.

30

Q. What house?

A. Mrs. Morehouse's.

Q. What was said by him?

A. Why he merely joked at Mrs. Morehouse being timid at going down to the sale, and want to know if it was not all right, just as he told us.

Q. Did you have any conversation with Noah Norris after that—if so, what?

A. He came over to Jersey City the next day or day after, I won't be so sure; they talked about the business; then 40

he told her he would have to make any assignment of this mortgage over to his brother, she felt a little timid about it assigning it to his brother ; he said he could not do it in any other way, it was as safe in his brother's hands as in his own.

Q. What mortgage did he refer to ?

A. On the York street property, sir.

Q. When was this conversation ?

A. After the Greene street sale.

10 *Q.* Did you have any other conversation with him after that ?

A. Yes, sir ; I have talked quite often with Mr. Norris about the property.

Q. When did you have the next conversation with him.

A. I could not exactly state the time ; I was down to Jersey City quite often, and I would always meet Mr. Norris there ; he would come over.

Q. Did he ever say anything in regard to the York street property before the sale of that property, if so, what ?

20 *A.* He always told me, and all my folks that he was a going to buy the property in for the widow and orphans.

Q. What property ?

A. All the property.

Q. All what property ?

A. Greene street, York street and Grove street.

Q. Were you present at the sale of the York street property ?

A. No, sir ; he told me it was no use of my coming down.

Q. Who told you ?

30 *A.* Mr. Noah Norris.

Q. When did he tell you ?

A. At the time the Greene street property was sold ; in the course of that week ; I was down about ten days at that time, and saw him every day almost, and had conversation with him about the property.

Q. Did you have any conversation with Noah Norris after the sale of the York street property ?

A. Yes, sir.

Q. Will you go on and tell us what he said ?

40 *A.* He told me that Mrs. Morehouse was a worrying and

a fretting about the assignment of the mortgage to his brother; he said he could do no otherwise; he had to assign the mortgage into some person's hand, and he had no safer one than his brother. It was just as safe in my brother's hands as in mine, and just as soon as I can get the business settled, I shall take the property back in my own hands, and if Maria is dissatisfied I will have the deeds made out in her name, give her a deed, and take a mortgage on it; he told me he meant to do nothing but what was fair and right, he came as a friend, and meant to be one. 10

Q. When was this conversation?

A. Before I left Jersey City; at the time the Greene street property was sold.

Q. Was the York street property sold yet?

A. No, sir; not at that time, I think.

Q. What did he say after the York street property was sold, if anything?

A. Well, he always told me pretty much one thing; we would always have a conversation when we met.

Q. Who purchased the York street property? 20

A. Mr. Noah Norris told me he had bought the York street property in in his brother John's name.

Q. Did he ever tell you whether John B. Norris was present at that sale or not?

A. I think he told me he was not there, as his business called him a different way, and he had bid it in for him.

Q. Did you ever talk of redeeming the property to Noah Norris; if so, when?

A. Yes, sir; I have talked to him about it; I can't say when, but it was after the property was sold, all of it. 30

Q. What did you say to him?

A. I met him at Mrs. Morehouse's; it must have been in the fall, as near as I can recollect; I told him I thought I would be able to redeem the property in the following spring; I can't recollect every word he said at the time; he told me if I exacted it, why, of course, he would have to give it up; he told me at that time he would see me again (I met him at Jersey City at that time); he would be over again in the course of the week, and we would have a talk about it. 40

Q. Was there anything said at the York street property at the time?

A. Well, at this conversation it included all the property, of course.

Q. Did he come over the next week and have a conversation with you?

A. It was in the same week.

Q. What did he say then?

A. He said he had come over for the express purpose to
10 have a conversation about the property; to advise and talk to us.

Q. What did he say then?

A. He said he wanted me to think this over, as he thought it more safer in his hands than it would be in mine; I got a little touched at that; he did not wish me to think hard of it, and he wanted to explain why he said it; that he said I was married again, and if anything should happen to me, if I was to die, Mr. Doty might take the advantage in some way, and, he said, taken this business to settle as a
20 friend; that he calculated to be a friend, and to do as much for Mrs. Morehouse as if she was his own child.

Q. Was that all that was said at that time.

A. Pretty much all, he said he would do for her as if she was his own child, see her righted in every way.

Q. Was Mr. Norris ever at your house at Pompton?

A. Yes, sir, once.

Q. When was that?

A. Just after the sale of the Greene and York street property; he was up on the fourth.

30 *Q.* What was then said?

A. The conversation was about his buying in the property; he told myself and Mrs. Doty, and another daughter of mine, that he intended to buy all the property in for Mrs. Morehouse and the child.

Q. State all the conversation you had there?

A. He said he intended to do by her as if she was his own daughter.

Q. Was any thing said at that time about the York street lots, if so what?

40 *A.* Yes, sir, he spoke about the York street lot and all

the lots ; he spoke then about buying the lot in in his brother's name ; and that he would get it all back in his name as soon as he got the business settled ; he intended to do all that lay in his power for her and assist her in her business and advice ; said I could make myself contented ; I need not worry over it as he stood ready and willing to help.

Q. What property was in John D. Norris' name at that time ?

A. The York street property.

Q. Was that all the property that was in John D. Norris' 10 name ?

A. I never heard of any other, sir.

Q. Did you have any conversation after this with Noah Norris ?

A. Yes, sir, quite frequently, as I would get letter from her that she was a fretting and worrying, I would slip down to Jersey City to have a talk with her and cheer her up a little, and I would always meet Mr. Norris there at the time.

Q. At these conversations was there anything said with regard to these lots ?

20

A. Yes, sir, always talk about the property ; speak about the lots.

Q. What did he say ?

A. He told me he came over quite often to have a conversation with Maria to cheer her up and keep her in good spirits ; I asked if she was doing anything that would ever enable her to redeem the property herself ; he told me she was doing very well, doing a good business, and he intended to make a good business woman out of her ; that she might redeem the property herself, and that, he said, would be much better, as she could pay when she could spare the money, when she chose, and as much as she chose, and he would give her credit for it ; he never seemed willing that the property 30 should go into any person else's name until it went out of his hands to hers.

Cross-examined by Mr. Scudder.

Q. What do you mean by upon the 4th, in answer to question 59 ?

A. He was up to my house, he and part of his family, with Mrs. Morehouse, to spend the 4th of July.

Q. Of what year?

A. I could not say exactly what year.

Q. About what year?

A. In the same year the Greene and York street property was sold; it was the 4th, after, as near as I can recollect, I think.

Q. When was Grove street property sold?

10 A. I do not recollect exactly; I know he had the conversation about the property when he was up on the 4th of July; I don't think it was sold yet, as near as I can recollect?

Q. When was the York street property sold?

A. It was sold just after Greene street; I don't recollect the time, as I was not down.

Q. How many weeks after the Greene street property was sold was the York street property sold?

A. Well, I would not like to say positively; it was a
20 little while after, but I could not say exactly the time.

Q. Do you recollect Mr. Morehouse purchasing a house and lot in York street?

(Objected to.)

A. A house and lot do you refer to, sir? I heard—hearing her daughter say she had purchased a house and lot in York street.

Q. Was this before or after the sale of the Greene street property?

A. It was after.

30 Q. Where did her daughter get the money to purchase that house and lot?

(Objected to.)

A. Why her daughter taught school and gave music lessons.

Q. Did no part of the money come from Mrs. Morehouse?

(Objected to.)

A. No more than they told me Mrs. Morehouse had assisted her.

Q. How much assistance?

(Objected to).

A. Well I cannot say sir; I do not recollect how much.

Q. They told you how much, did they not?

(Objected to).

A. I supposed they did at the time, but I don't recollect as I was not down at Jersey City.

Q. How often have you had conversation with Noah 10 Norris?

A. I have had conversation with Mr. Norris quite frequently?

Q. How often?

(Objected to).

A. Can't say exactly; I was down quite often to the city and I always see him when I come down.

Q. When did the first conversation take place?

(Objected to).

A. To the best of my recollection, it was when she was 20 going to give up her papers as administrator and he going to take her place, that was the first time I see him.

Q. When and where was that first conversation?

(Objected to).

A. At Greene street, at Mrs. Morehouse?

Q. When?

(Objected to).

A. I can't say exactly the time it was; two years or a little over after the death of Mr. Morehouse.

Q. What month?

(Objected to.)

A. I cannot say sir; I did not think there was going to be any trouble over the property; I did not keep particular time; if I had known of there being any trouble over the property, I would have had it down in black and white.

Q. When was the last conversation with Noah Norris?

10 (Objected to.)

A. Well, I think the last I saw of Mr. Norris was about the time the war broke out.

Q. The year?

(Objected to.)

A. Well, I cannot say exactly the year; it was when the troops were going off to Richmond; I came down to see a son of mine that was going off.

Q. Was it before or after the house and lot was purchased on York street, the last time you saw Noah Norris?

20 (Objected to.)

A. It must have been before.

Q. How long before?

(Objected to.)

A. I cannot say; I would not like to say positively how long it was.

Q. A year?

(Objected to.)

A. It must have been longer than that, I think; I cannot say.

Q. Two years ?

(Objected to.)

A. I would not like to say anything about the house and lot; I don't know how long they have had the house and lot.

Q. Tell the time when you had the first conversation about Noah Norris' purchasing the property ?

(Objected to.)

A. It was about the time she gave up the paper of administration; she took them to settle the property, about two years after Mr. Morehouse's death. 10

Q. Who was present ?

(Objected to.)

A. Mr. Norris; he came then for her to go up to the court house.

Q. Who was present ?

(Objected to.)

A. Mr. Norris, Mrs. Morehouse and myself.

Q. Where was this conversation had ?

(Objected to.)

A. At Greene street; at Mrs. Morehouse's; the Greene 20 street property.

Q. Is this the first conversation you referred to in your direct examination with Noah Norris.

(Objected to.)

A. Yes, sir.

Q. When did the second conversation with Noah Norris take place about the property ?

(Objected to.)

A. It was just before the sale of the Greene street property.

Q. Who were present ?

(Objected to.)

A. The time after, I don't know if any one was present but Mr. Norris, Mrs. Morehouse and myself; it was just before the sale of the property.

Q. When did the third conversation take place about the
10 property with Noah Norris ?

(Objected to.)

A. It was all within the eight or ten days at the time; I was down in Jersey City.

Q. Were all the conversations which you have referred to as taking place with Noah Norris about the property within the eight or ten days you were down there at Jersey City ?

(Objected to.)

A. No, sir; because I was down at Jersey City quite often and I never met him, but he overhauled about the
20 property, and I told you in the first place.

Q. When the conversation took place before the sale of the Greene street property, who commenced it ?

(Objected to.)

A. Was it at the day of the sale, or before, you refer to ?

Q. The day of the sale.

(Objected to.)

A. Mr. Norris came to the house after us to go up to the sale, when he objected.

Q. Who commenced the conversation about the property ?

(Objected to.)

A. When she objected to go into the sale, he then spoke about the understanding of every one, that they knew the property was to be bought in for her.

Q. Was that the first thing said about the property?

(Objected to.)

A. Pretty much the first after he came in; as he came up express for her to come down; they were waiting.

Q. Use as near as you can the language Noah Norris spoke?

10

(Objected to.)

A. When she objected to going down there, he told her he wished her to be there, as it was understood the property was to be bought in for her.

Q. Did Noah Norris use the language it was understood the property was to be bought in for her?

(Objected to.)

A. Yes, sir.

Q. To whom did he address such language?

(Objected to.)

20

A. Mrs. Morehouse, Mr. Norris, a lady, Mrs. Lee, and there was another lady in the house at the time—I do not recollect her name—and myself.

Q. Was there any reply to that language—if so, by whom, and what?

(Objected to.)

A. Does not understand what you refer to; I have told you what the conversation was.

Q. Read to witness the 5th question and answers last.

A. Mrs. Morehouse said there was no use of her being there if he intended to buy the property in for her.

Q. Was that all the reply she made?

A. That's all she said.

Q. What next was said, by whom, and what?

A. By Mr. Norris himself; he wished her to be there that they could see that she was there; that people might think it a fraud if they did not see her there.

Q. What next was said, and by whom, and what?

A. She objected when we got down to the hotel, on the stoop, objected going in.

10 Q. Was Mrs. Bolan at the sale?

A. I did not see her, sir.

Q. How many were at the sale?

A. I don't think there were more than half a dozen beside our own party.

Q. Name the day—the first day after the sale—when there was any conversation, about the property, with Noah Norris.

A. Well, I can't say, sir, whether it was the next day or day or two after when he came over; can't be positive.

20 Q. Who was present at such conversation?

A. Mr. Norris, Mrs. Morehouse and myself; I think there have been others in, but I cannot mention their names.

Q. Who commenced that conversation about the property?

A. I think the first time he came over it was Mr. Norris himself, sat down and talked to me about it.

Q. Did he on that occasion address his conversation at all to Mrs. Morehouse?

A. Well, he talked to Mrs. Morehouse, and then he would
30 turn round and talk to me.

Q. What did he say on that occasion to Mrs. Morehouse?

A. He told Mrs. Morehouse she need not fret and worry about the property; that if she would only listen to him, he would bring her through all straight and right.

Q. Is that all you can recollect at that time?

A. Then he would turn to me and tell me what he intended to do with her with the property.

Q. What did he say to you?

A. He told me he had stepped in to be a friend; he in-
40 tended to be one.

Q. How long afterwards was the third conversation, and when and where did it take place?

A. Well, I saw Mr. Norris two or three times while I was there at the sale of the Greene street property, and he was always talking about it when he came over.

Q. The third conversation, who was present?

A. I cannot say whether any stranger was in at the time, but I think her daughter, Theresa, was; I am sure Theresa was.

Q. Do you know what time of the year the York street 10 property was sold?

A. I don't, sir, only I know that was shortly after the Greene street, but I could not tell the time.

Q. In the same year?

A. I think it was.

Q. How long was it after you left Jersey City, after the visit of eight or ten days, that you had the next conversation with Noah Norris about the property?

A. I could not exactly state the first time after, as I was down quite often at that time. 20

Q. State as near as you can?

A. I do not recollect exactly the time, because I do not recollect the month the Greene street property was sold.

Q. And question 59 repeated.

A. I was down once just before the 4th July; I think about second or third week; I think I was down once before that; I can't recollect, I can't positively.

Q. When you were down before the 4th July, was that the next conversation you had with Noah Norris about the property after the visit of eight or ten days? 30

A. I cannot say, sir, for I was down often; I never met Mr. Norris but that he was talking what he had done and was going to do for the widow.

Q. Cannot you be more definite as to the times of conversation than you have been in your last answer?

A. No, sir, for this reason that if I thought there had been any trouble over the property I would have had it all down with pen and ink, but as I thought him a perfect friend, I had no call to do it.

Q. When Norris was up at your place on the 4th July, 40

• was that before or after the sale of the Grove street property ?

* (Objected to.)

A. I think I told you before, I thought before the sale of the property.

Q. Was the fourth July spoken of before or after the sale of the Greene street property ?

A. After, sir.

Q. Then as you recollect it the 4th July spoken of inter-
10 vened between the sale of the Greene street and Grove street property ?

A. Yes, sir ; he did tell me at the time the Grove street property would be sold, but I do not recollect the time particularly he mentioned it would be sold.

Q. When Noah Norris talked about the mortgage on the York street property, was it before or after the sale of the Greene street property ?

A. I heard him say before and after both ; he spoke about the mortgage of the York street property.

20 Q. In the conversation you have alluded to in your direct examination, in which you state that Mrs. Morehouse was worrying about the assignment of mortgage to his brother, was that before or after the sale of the Greene street property ?

A. It was after the sale of the Greene street property.

Q. When and where was it that Noah Norris said that John D. Norris was not at the sale of the York street property ?

A. I think, to the best of my recollection, he said it
30 when I was down at Mrs. Morehouse's ; likewise he said it when he was up to my house on the 4th July.

Q. Who all were at the visit to your house on the 4th ?

A. Mr. Norris, Mrs. Norris, his wife, Mrs. Morehouse, Mrs. Norris' youngest son, a small boy.

Q. The spring of what year was it you said you expected to be able to redeem the property ?

A. I think it was the next spring.

Q. The next spring after the 4th July spoken of ?

A. Yes, sir.

Q. Mrs. Morehouse has been up to see you and talk to you about this matter ; has she not lately ?

A. Mrs. Morehouse has been up to see me ; went to see her daughter, as she was going to see her daughter soon ; as soon as she had got her business settled.

Q. Question repeated.

A. Mrs. Morehouse has been, as I said, up to my house, to make a visit, and she likewise brought me down.

Re-direct.

10

Q. You say, in your cross examination, that the first conversation you had with Noah Norris was when Mrs. Morehouse was taking her letters of administration to the court house to surrender them ?

A. Yes, sir.

Q. Did he, at that time, say anything about the assignment of the mortgage to John D. Norris ?

A. Yes, sir.

Q. What ?

A. He said he must assign the mortgage to his brother, 20 and he could not foreclose if he was administrator ; just as safe in his brother's hands as his own.

Q. Did Mrs. Morehouse want the mortgage foreclosed ?

A. 'Twas Mr. Norris proposed to have those mortgages foreclosed to settle up the property in the quickest way.

Q. Question repeated.

A. It was Mr. Norris's request to have the mortgages foreclosed, as the quickest and safest way to settle up the affair, that there might be no more after claps ; likewise very pleased at having bought in the property so cheap. 30

Q. Question 75 repeated.

A. I don't know she objected after he proposed ; of course, she done exactly as he told her to do, after he advised her to do so.

Q. What after claps were to be saved by the foreclosure of the mortgages ?

A. I heard Mr. Norris say something about false bills ;

that he was certain was false bills, were to come in against the property.

Q. What false bills were these ?

A. I don't exactly recollect what they were, don't recollect the gentlemen's names he spoke of.

Q. The object of the foreclosure was to prevent the claim of creditors who had false bills as you understood it ?

A. Yes, sir ; Mr. Norris said he had a conversation with several gentlemen, Martindale, Morris and Hughes and
10 others.

THERESA DOTY.

Subscribed and sworn before me this 29th day of June, 1868.

J. FLEMMING,

Master in Chancery, N. J.

Adjourned to July 27, 1868.

Examination of witnesses proceeded with July 27, 1868, in presence of J. B. Vredenberg, Esq., counsel for the complainant, and I. W. Scudder, Esq., counsel for defendant.

20 *Edgar Morris*, a witness for the complainant, being by me duly sworn, on his oath, saith: I live in Bergen City, corner of Bramhall and Ocean avenue, in Hudson County ; in 1857 and 1858 I lived in Bay street, Jersey City ; in his lifetime I was acquainted with Thomas W. Morehouse ; I know this gentleman (fronting to Noah Norris) by sight, as named Norris.

Q. What position did he occupy with regard to Thomas W. Morehouse's estate ?

A. I believe, so far as I know, he was administrator ; I
30 have never seen him sign papers, but I have no doubt of it from circumstances surrounding it.

Q. Did you have any conversation with him with regard to Mr. Morehouse's estate while he was administrator—if so, what ?

A. I believe I had some time ago ; it would be very hard for me to repeat the conversation—it was so long ago—all

the particulars; if my recollection is right, I met him in Mr. Sylvester's saloon; I think he spoke to me; asked me if my name was Morris; I told him it was; we got in conversation about the Morehouse business; I believe I asked him how they got along; I suppose I meant Mrs. Morehouse and him; I supposed they were in partnership, from what I understood; there was something said, I think—it was so long ago I can't remember how that was brought about—something said in regard to the sale of the property, but what it was, could not say positively; I think Mr. Norris 10 said they had some trouble in the business, and I was lucky to get out of it—something like that; if I recollect right, he was speaking about the sale of some lots; he spoke about it or property, and I understood him that he was going to buy it in for her, if I remember right; I couldn't swear positively as to this; I did not take particular notice of it; I got out of it and I was satisfied.

Q. What property did you so understand?

A. I understood it was the real estate; I believe the other had been sold; I am not certain about that, as I can't place 20 the time within a year.

Q. What real estate?

A. That I could not say; there were two or three pieces belonging to Mr. Morehouse; but my impression was, from what I knew of the York street property, that he had a mortgage on it; that it was the York street property that had the blacksmith shop on it.

Q. Were you in Jersey City when the real estate belonging to Mr. Morehouse was sold?

A. I think I was; I don't remember the exact year it 30 was sold.

Q. What was the general impression at that time with regard to these sales?

(Objected to as general impression is no evidence.)

A. I don't know what the general impression was; I made no inquiry about that; I took no interest in it.

Cross-examined.

Q. Were you bondsman for Mrs. Morehouse in her administration ?

(Objected to, as not subject of examination or direct.)

A. Yes, one of them, Bernard Hughes was the other.

Q. Did you take steps to remove Mrs. Morehouse from her administration ?

(Objected to for same reason.)

A. I took steps to have myself relieved ; I suppose that was removing her.

10 *Q.* Why did you take steps to have yourself relieved ?

(Objected to for same reason.)

A. Because I thought the business was not carried on as it should have been, at least to my notion ; I was afraid I'd get into some difficulty not having access to the books, and for various reasons ; my wife was troubled, and it was no interest to me, and there was no reason I should be annoyed if I could get clear of it ; I don't know as I could state any specific reason, it is a good while ago, things did'nt look right.

20 *Q.* How did it strike you that things did not look right ?

A. I could not say positively at this present time, at that time there was something ; I think it was holding the books and not explaining somethings to Mr. Hughes and me ; it is so long ago I forgot. Judge Nevin was my lawyer in that proceeding. I don't know who was Mrs. Morehouse's lawyer ; I don't know as she had one ; come to think, it was Mr. Gilchrist ; I think he was her lawyer. I believe Mr. Annin attended to settling up the business ; I think Mr. Annin was engaged in settling up the business before I got
30 relieved as bondsman.

Q. How long before you got released, had Annin been employed in that way ?

A. That I could'nt say ; I have nothing to make me re-

member about that ; I don't know how long I was bondsman before I got relieved, and I don't know how long Mr. Annin was employed ; Mrs. Morehouse I believe conducted the same business which had been followed by her husband ; I worked there and did not see any difference ; I could not say how long I worked there ; I think it must have been a year, in that neighborhood until I got relieved ; I worked there if I remember right when Mr. Morehouse died ; and if I continued on after that I can't remember ; Mrs. Morehouse used the tools, and I believe the same stock that were left by her husband ; I worked in the check shop ; I had worked for Morehouse, after his death the business was continued right along, as it was to finish up orders. 10

Q. That was one of the objects for which you gave bonds were it not ?

A. That was one of the reasons to go on with the business, not take an inventory. Major Hughes called on me and we went up to the court house and entered into bonds ; that was after Tom's funeral.

Q. Was this object known to Mrs. Morehouse ? 20

A. That I could't say.

Q. Did not Mrs. Morehouse buy and sell and continue the business until you got released ?

A. To the best of my knowledge she did.

Q. Was that the reason you applied for your release because she mismanaged the business ?

A. It was my opinion that the business wasn't conducted properly ; I wasn't a judge of her management.

Q. Can you state the year and the month when the conversation took place, in Sylvester's house, with Noah Norris ? 30

A. No, sir ; I cannot.

Q. Can you state who were present ?

A. John Sylvester at the commencement, and I think, Norris and I walked out on the stoop.

Q. Can you state generally how many years ago this conversation took place ?

A. No, sir ; since I was relieved I never charged my mind with it.

Re-direct.

Q. Did you tell me this morning, at my office, that the general impression was that Noah Norris was to buy in the real estate of Mr. Morehouse for the widow or for the child?

(Objected to, as what he told him is not evidence, and an improper mode of examining the witness.)

A. I don't think I did, not in that way; it might have been construed in that way; my impression was that he
10 was taking care of her interest.

Q. Taking care of her interest; with respect to what?

(Objected to.)

A. All her property; the same as I had been, as bondsman.

Witness denies to explain his testimony in reference to Mrs. Morehouse's lawyer. She consulted Mr. Gilchrist first, and he could not attend to it; I think there was some cause or other, that he could not attend to it; then Mr. Annin attended to it, and collected the accounts, as long as
20 I knew anything about it.

EDGAR MORRIS.

Subscribed and sworn before me, July 27th, 1868, at Jersey City.

JAMES FLEMMING,
Master in Chancery, N. J.

Examination of witnesses resumed, October 30th, 1868, in presence of J. B. Vredenberg, Esq., counsel for complainants, and I. W. Scudder, Esq., counsel for defendants.

Theresa Johns, a witness produced on part of complainants, being by me duly sworn on her oath, saith:

(Defendants' counsel objects to swearing this witness, as being the wife of one of the complainants.)

I live in Rutland, Tioga County, State of Pennsylvania ; am the wife of Hiram C. Johns, and am one of the complainants in this suit ; I am the daughter of Thomas W. Morehouse, deceased ; I was about ten years old at the time of his death.

Q. Were you present at any conversation between Noah Norris and your mother previous to the sale of the Morehouse property ?

A. Well, I don't know as I was previous to the sale ; I was a child then, and don't remember. 10

Q. Have you been present at any conversation since the sale ?

A. Frequently.

Q. State, if you please, what Noah Norris said in regard to this property ?

A. He always has said that he bid in the property for my mother, and that he always intended that she should have it—that he did not want it ; he also said that he never wanted or expected any interest or any pay for his time and his trouble, and that he acted as her friend, and that he would do the same for her as if she was one of his own family ; and that any time she were able to redeem it she should have it ; he has talked this over and over very often, when she would very frequently ask him for a settlement, and he would say that he hadn't time—that was always his excuse ; I doubt, on that question, that I could answer any more. 20

Q. When were these conversations ?

A. Well, they were after the sale of the property, for I should think, at least for two years. 30

Q. Did Noah Norris ever hand to Mrs. Morehouse any bill ?

A. Yes, sir, he did.

Q. Were these conversations before or after these bills were handed in ?

A. Both before and after. I have heard her frequently ask him before he handed in the bills, for as much as a year or two before ; Noah Norris has frequently told me that he has bid in the property for Ma's benefit, and said it hurt his feelings very much to be judged wrongfully (as he was) by 40

her; these conversations were about, I should think, about sixty; well, he has talked it over so much, for years he has talked it. I don't know as I can fix the first time; I have heard him talk so—I have heard him talk so often; I know it was shortly after the sales of the property; I refer to the sales of the York street, Greene street and Grove street property; I don't know as I can fix the time of the sales; I was then quite small, and did not have it impressed on my mind.

10 Q. You say they were the sales of the York street and Greene street property—what sales?

A. They were the sales of the York street, Greene street and Grove street property; after the sale of the York street property, Mr. Norris has often talked to Ma and to me, and to Ma, in my presence, about Robert McLaughlin and his lawyer being present to buy in the York street property, but that he had some one go to them and tell them that he was bidding it in for the widow, and if they bid it would be against her; he said that Robert and James McLaughlin were always angry with him for not letting them have it, but he said that, at the time of the sale, he and the sheriff fixed all right beforehand, and circulated the report that it was being bid in for the widow, and managed it so that he had his own way about it; and my mother has since then often told him, in my presence (objected to), that she felt worried about it because it was in the name of John D. Norris, because, she said, if anything should happen to him, Noah Norris, that John D. could come on and claim the property; but he told her not to worry, that John D. and 30 he had an understanding together that it was for her.

Q. Was this conversation before or after the time that the bills were handed in, that you speak of?

A. It was before.

Q. How long before?

A. Well, it was; she often talked to him and worried about it in my presence; well, a number of times, I know; I couldn't tell how long before, positively.

Q. Was it about the same time as the other conversations that you have stated?

(Objected to as leading.)

A. Yes, sir; all about the same time.

Q. These sales you speak of, were they the ones settling up your father's estate?

A. Yes, sir, I think they were.

Q. Was the York street property repaired after the sale?

A. Yes, sir, and my mother was always consulted about any repairs upon it; Mr. Norris wanted to pave the alley on the York street property; my mother objected; she said it would be a great expense, and that Farrel's horses would stamp it to pieces; he also said to Ma that Farrel complained about his roof leaking, and that she must see to having a new roof put on; so she told him that the best of the roofing that came off of the tin-shop could go on for a roof for Farrel, and it was done.

Q. What tin-shop was this?

A. In Greene street; there was an addition put on, a story added, and this old roof that came off was put on Farrel's building; he insisted several times on having the alley paved; Ma always objected, and it was never done; she was always consulted about any repairs that were to be made.

Q. You say the Greene street property; what Greene street property?

A. Why, what belonged to my father's estate.

Q. Did your mother carry on the business in Greene street after Noah Norris was appointed administrator?

A. Yes, she carried it on and he offered his assistance in paying off the men; he said that the men would take the advantage of her being a woman (he said this to mother and to me also), but that he was a man, and to use his own expression, that he was too sharp and cunning for them to take advantage of him; I have often seen mother hand him money, previous to the men's coming in to pay them with; she also has handed him money to pay bills over in New York; asked him to stop and pay them and given him the money.

Q. Was there ever anything said by Noah Norris in your presence in regard to renting any of these premises?

A. Yes, he wanted her to vacate the premises, and let

him rent it for her, and said that after the taxes and all the expenses had been paid from the rent, that she would realize a nice little sum of money.

Q. Can you fix the time of this conversation ?

A. He asked her several times ; It was along in '63 and '64, I think, the first I remember of his asking her that.

Q. Have you had any conversation with Noah Norris since the bills were handed in ?

A. I myself have had no conversation with him in relation to the property that I remember of, but in the fall of 10 1866, after my marriage, I was visiting my mother, and he came in one day and Ma asked him for a settlement ; said she was tired of staying there and that she wanted her property, that she had the money and could redeem it and she wanted it ; he laughed, and said well if he could'nt speculate on that property he could on some others ; Ma said she thought so to, and for that reason why did'nt he do so ; he agreed to let her have it ; that she was tired of staying there ; he said well he would like to, but it was out of his 20 power now, for that he had sold it to John D. Norris ; Ma told him that if he had sold it he had sold what did'nt belong to him ; he then told her that he had given her a chance to redeem it two years ago ; why had'nt she done it then ; she said that he had presented illegal bills which she was'nt willing to pay, and which she and I had often looked over together and could'nt make out ; he then asked for the bills, wanted to know where they were, and he wanted them ; she told him that she had'nt them, they were in her lawyer's hands ; his reply was ; Ah, that is the way it is, is 30 it ? That was about all of importance that was said.

Q. Did you hear Noah Norris say anything after this ; if so, what ?

A. No ; only at the time he and his nephew came over and said that the property all belonged to him ; that he had bought and paid for it, and that he had got possession of the premises, and meant to keep it ; this was along about March or April, the time that he knocked down the stove pipe, and my mother came near freezing to death ; this was in '66 or '67 ; no, it was in '67 ; I have got confused ; it was 40 after the conversation that I have last narrated ; the con-

versation was in Greene street; David Stone and a great number were present; I guess you would like to take the names of all; there were David Stone, James McLaughlin, and the officer, and a number of others; he said it was a pretty idea for a man to be taken off his own property; could he stay there.

Q. Was there anything said by him at the station house that day; if so, what?

A. Yes; he said to Recorder Martindale that he had been at this woman for years for a settlement, but that he never 10 could get her to a settlement.

Q. Do you remember or not, any time when Mr. Noah Norris was at Pompton?

A. Yes; I remember he and his wife coming up there on a visit; I don't know as I would remember when it was; I was a child then; his little boy was with him; I don't know as I could remember when it was; little Noah Norris; if I remember rightly I think they came up of a Saturday, and went down on Monday; but I can't be positive.

Q. Did you hear Noah Norris say anything at that time, 20 if so, what?

A. No, I don't remember of hearing him say anything; I was a child then, and his little boy was there, and I was out playing round; I wasn't in the house much; the little boy was younger than I was; they always said he was younger.

Being cross-examined by I. W. Scudder, witness said:

Q. When were you born?

A. In '45, I think; in May, '45.

Q. Give us the month and year of the first conversation 30 between your mother and Noah Norris about the property?

A. That I could not do.

Q. Give us the names of the persons who were present at such first conversation?

A. My mother and myself, and if there were others, I don't remember who they were.

Q. Give the time of the second conversation, month and year?

A. I couldn't tell; I don't remember the exact dates of any of the conversations.

Q. State the year of the second conversation?

A. I couldn't do it.

Q. State the year of the third conversation?

A. I couldn't.

Q. State the year of the fourth conversation?

A. I could not.

Q. State the year when the bill was handed to your
10 mother?

A. That, I couldn't do; I never expected to have been called upon, or I should have tried to remember it.

Q. State the year of the sale of the York street property?

A. I don't remember.

Q. Who were present at the time when the talk was about McLaughlin and the lawyer being present to buy the York street property?

A. My mother and myself, and once or twice he talked it to me alone.

20 Q. Where was your mother?

A. Down at the store.

Q. Where were you?

A. At the store.

Q. The year?

A. I couldn't tell.

Q. The month?

A. I couldn't tell.

Q. Warm or cold?

A. I could not tell, although I presume it was in both.

30 Q. What brought Mr. Norris there—what business?

A. He didn't seem to have any particular business; on the contrary, I have heard my mother request him not to come so often, as it was not necessary; he came over, one time, every day.

Q. Did she, at the time of the conversation when McLaughlin and his lawyer were mentioned, request him not to come over so often?

A. Well, I don't know as she did at that time; but she did so, and stated her reason, that folks would raise a talk
40 about his being there so much.

Q. Who introduced that conversation when McLaughlin's name was alluded to?

A. I couldn't say which of them introduced, but Mr. Norris was continually talking about it, and how fortunate mother was in having such a friend.

Q. Did he use such expression as last stated, when the conversation took place about McLaughlin and his lawyer?

A. Yes, at one time he said that if it hadn't been for him, that the property would have been bid up a great deal higher than it was, but that he circulated the report that it 10 was to be bid in for the widow.

Q. When was this conversation?

A. Well, I really couldn't tell when it was, the exact time; he talked in that strain very often.

Q. In warm or cold weather?

A. I couldn't say.

Q. The year?

A. I couldn't say.

Q. When he talked about McLaughlin and his lawyer, at that conversation, what was the language used about the 20 sheriff?

A. He said he had the sheriff fixed all right beforehand; those were his exact words, or near as I can remember; that he had managed so as to have everything his own way.

Q. Was this conversation, when McLaughlin and his lawyer alluded to, before or after the war?

A. Both before and after.

Q. He then had more than one conversation about McLaughlin and his lawyer?

A. Yes, sir; because he always seemed much pleased that the McLaughlin's could not get the property and was always talking about it; they wanted it, he said, when he sold it to my father.

Q. Then you refer to no one particular conversation about McLaughlin and his lawyer?

A. No, sir.

Q. You have spoken of John D. Norris, when did you first see him?

A. Well I presume John D. Norris is here present, and if so, this is the first time I have ever seen him.

Q. When did the conversation take place when your mother said she was worried because the property was in the name of John D. Norris?

A. I could'nt tell the exact dates, but she frequently said so.

Q. When were you married?

A. 15th of January, 1866.

Q. Where did you then reside?

A. I resided in Jersey City, 145 York street.

10 Q. How long had you, prior to that time, resided in 145 York street.

A. Two years, or between two and three, I am not positive which; we boarded before that time at 198, I think the number was, Little Montgomery street; we moved to 145 York street, it seems to me in May; it was in the spring anyhow; I could'nt say what year; I had lived at 145 York street two years or between two and three before I was married; I am not positive; I know a person named Jane Ann Van Varick; she resides at 192 Broadway; I believe
20 she is a second cousin to my mother, first or second, I don't know which.

Q. When was the York street property sold?

A. I don't remember the date.

Q. The year?

A. I could'nt tell.

Q. The Greene street property, when was that sold?

A. I couldn't tell; I could'nt tell the year either.

Q. When did you leave your residence in New Jersey?

A. When I was married in January, 1866; I went then
30 to Pithole; resided there altogether a year; from there I went to Franklin, Pa.; lived there for one year and a little over; from there I went to the farm, where I now am, at Rutland; since my marriage I have resided continuously in the State of Pennsylvania; in 1860, my mother resided in Jersey City; I think we were at the store then, in Greene street; in 1861, my mother resided at the store, or we were boarding in Little Montgomery street; in 1862, mother resided in either one of those places; in 1863, I really couldn't say whether we had moved there or not; in 1864, we lived
40 in York street, I am quite positive in 1864; mother lived

in York street I should think three years, or between three and four years; she continued to reside there after I was married; after she broke up housekeeping, she came out on a visit to me at Franklin; she came there in the summer of 1867; since she has visited her mother, she has visited me, and she is now with her cousin, at 192 Broadway, Mrs. Ann Varick. I never remember of seeing Mr. Norris at 145 York street; I never remember of seeing Mr. Norris at the place where my mother boarded; she was at the store during the day and never home but at night, and Norris always called at the store; in 1864, I was teaching at Public School, No. 1; in 1860, I went to Public School, No. 1, as a scholar; in 1861, I think I was teaching at Public School No. 1; the roof that came off the Greene street store went on the York street, the best part of it; I couldn't tell who paid the expense of those alterations and improvements. 10

Re-direct.

Q. You stated in your cross-examination, "that you heard Noah Norris say, that if it had not been for him, the property would have been bid off a great higher than it was, but that he had circulated a report that it was going to be bid in for the widow." What property was referred to? 20

A. He has frequently told Ma that she was fortunate in having him for a friend, and at one time that he was talking about the York street property and McLaughlin and his lawyer together (Robert he meant), he spoke of it then; I don't know as he referred to any particular one of the properties.

Q. Any one of which particular properties?

A. Any one of them; but it was the time he was speaking of the McLaughlins wanting the York street property, that he was speaking of it. 30

Q. Did he or not refer to the property which had belonged to the Morehouse estate?

(Objected to as leading.)

A. Yes; he referred to it, I suppose, as that was the only property my mother had any interest in.

Q. In all these conversations, when he spoke about property, which property did he refer to?

A. To that belonging to my father's estate.

Q. In answer to a question on the cross-examination, was the conversation with McLaughlin and his lawyer alluded to before or after the war; your answer was both before and after the war; what particular period in the war do you refer to in that answer?

(Objected to as an improper method of treating the examination.)

A. I don't know any particular period of the war that I referred to.

Q. Did you have any conversation of this kind after the war closed?

A. I don't know as I had any conversation after the war closed.

Re-cross.

Q. You don't recollect of any conversation after the war closed?

20 A. Well, yes, sir; not relating to that.

Q. When the talk was about the roof leaking, and Farrell complaining of it, were you at school then?

A. I was'nt at school, for I heard him tell Ma; I really could'nt say whether I was going to school or teaching then.

Q. Were you going to school or teaching when this first conversation you have first spoken about, when McLaughlin and his lawyer were alluded to?

A. I was going to school then; the first conversation.

30 Q. How long was it after that conversation took place before you left off going to school?

A. I don't remember.

Q. After you taught school, can you tell what one of the conversations you have alluded to, took place?

A. I don't know as I can tell particularly which one; there is one particular, since I have been married in the fall of 1866; I have already told it.

THERESSA JOHNS.

Subscribed and sworn before me this 30th day of October,
1868, at Jersey City.

JAMES FLEMMING,
Master in Chancery, N. J.

Examination of witnesses resumed November 18th, 1868,
at my office in presence of J. B. Vredenburg, Esq., counsel
for complainant and I. W. Scudder, Esq., counsel for de-
fendant, taken by consent.

Catherine Van Houten, a witness on part of the com-
plainant being by me duly sworn on her oath, saith : 10

I live at Pompton, N. J., Bergen County, am sister to
Mrs. Morehouse, I know Noah Norris, am acquainted with
him; Mrs. Morehouse is a widow, her husband died as near
as I can remember thirteen years ago last September; after
Mrs. Morehouse gave up, Noah Norris administered on his
property; I have had several conversation with Noah Norris
about Mr. Morehouse's property; one conversation I re-
member of, before the sale, before he administered; he advised
her to sell, to have the property sold, it would be the best
way for her; he referred to the property her husband had 20
left; that she would buy it in for so much less than the
value, for no one would bid against her, being she was a
widow, and he would furnish her the money and befriend
her all he could and wanted nothing for his services; that
he was going to be a good friend to her and assist her all
he could as she was a widow; this conversation was before
the sale; I think her husband had been dead about two
years, I can't swear to any date; this conversation took place
at the store. After the sale of the property I had a good
many conversations with him; he said that she had sold the 30
property, that he had bought it in for her and thought it best
for him to hold it; it would be best for him to hold it until
she had the business settled; then she could redeem it
at any time; any time she had the money to pay him
what he had paid for the property; that he wanted
nothing for his service, he did it as a pleasure because
she was a widow, and he said that he was determined if he
could to save money enough to support her and her child,

for her. As for this lot in York street, he always spoke of it; she always worried at its being bought in another name; he always spoke of it being bought in John D.'s name, but it was all the same; it was understood between him, between the parties; as it was the best way for him, so that he could settle the business of the estate. She told him that it may be all the same so long as he lived, but if he should die, then John D. may keep the property, and not have her to redeem it, as he was a stranger to her—she
 10 had never saw him and knew nothing of him; he told her she must never worry; that this property should be all fixed right at his death; it would be all her's just the same. We've had several conversations, but they were all the same; I don't know that I could repeat all the conversations, for we have had so many; the first conversation was before the sale; the others were after; I think the first conversation we had was nearly nine years ago; that was the first one after the sale; I can't remember the date; I can only fix it by something else; the first conversation we had
 20 before the sale was at the store; one conversation was at my mother's residence, the other was at the store.

Q. Can you say how long these conversations were after the sale?

A. The sale hadn't taken place over two or three months, something like that.

Q. Was there anything in those conversations stated by him, with regard to what occurred at the sale of the property?

A. The one sale, I could not say which sale, he told me
 30 how he had prohibited bidders; he had prohibited bidders in telling them that it was going to be bought in for the widow; and he had said at the sale to a man—I think it was Samuel McLaughlin—that were a bidding on the property to prohibit him from bidding, by asking him the question, "if he knew he was bidding against the widow;" these were the words he used—and his answer was "no"—and he stopped bidding immediately; the man who he sent was, I think, John Nolan, one of the
 40 men in his employ; and he said that she did not want to go to the sale, but that he made her go, so that people could

see that he was bidding for her ; this conversation was after the sale at the store, it was'nt long after the sale ; I saw Noah Norris after the sale very often at Mrs. Morehouse's, she had a little sitting room at the store ; I saw him very often, three or four times a year ; I visited the city very often, and when I came there I always saw him there. I would stay when I came down sometimes a week and I always saw him there.

Q. In the conversation in regard to the York street property, do you remember whether Noah Norris gave any reason to you for having it put in John D's name ? 10

A. He said he put it in his name so that he could administer the property ; it would be best for him to do so.

Cross-examination.

I resided in 1857 at Pompton, N. J. ; in 1858 at the same place ; I was married three years ago 2d day of last October ; in 1857 I was old enough to understand conversation ; I was grown up, a young lady grown ; I am 31 now, you must reckon up, you can reckon up better than I can ; I could'nt tell the month the first conversation took place ; I 20 can't remember dates, if I thought of any trouble I might ; I could'nt swear to which year the first conversation took place.

Q. Was it spring, autumn, summer, or winter when the first conversation took place ?

A. I could't remember.

Q. Was it forenoon or afternoon when the first conversation took place ?

A. It would be impossible for me to tell.

Q. How long had you been on a visit to your sister when 30 the first conversation took place ?

A. I could not tell ; I made a visit there ; it was something like two years after my brother-in-law's death, that is as near as I can tell the time. Mrs. Morehouse was present at the conversation, that is all that I remember were present ; her daughter, Theresa, might have been in ; I can swear that she was ; Mr. Norris commenced the talk ; I could not say who he addressed his talk to ; we were all in

conversation; I think that Mrs. Morehouse commenced talking to him about her business.

Q. What were the words Mrs. Morehouse used in commencing this conversation?

A. That I could not tell; I couldn't say positive who commenced the conversation; they were talking about the business, was the way we entered into it.

Q. At what time of the year did the sale take place?

A. I could not tell the time of the year the sales took 10 place; I couldn't remember the year the first one took place, but, as near as I can remember, it was about two years after my brother-in-law's death that the first sale took place.

Q. Can you state, in any of these conversations, the manner in which the conversation took place, who spoke first, what was first said, the reply thereto, and the words used by each person during the conversation?

A. I cannot state in those conversations who spoke first.

Q. Can you state what was first said, and by whom?

20 *A.* No, sir, I can't.

Q. Can you state the conversation, using the words of Mrs. Morehouse, using your own words, and using Noah Norris's words?

A. I can state the conversation the same as I stated it before; I can't state who commenced the conversation, but I can state the conversation as I did before; I can state the words; I don't know that I can state every word.

Q. Can you state in any of these conversations the words used by Mrs. Morehouse, the words used by Mr. Norris, 30 the words used by yourself?

(Objected to as asked and answered before.)

A. I don't remember what Mrs. Morehouse said; some of the words that I can remember, used by Mr. Norris. He had bought the property for her, at any time she was ready to redeem it; in our conversation, he said he had bought the property in for her benefit; she could redeem it at any time, and he wanted nothing for his services; that he had done it, and any time that he could befriend her he

would do so; he was determined to save the property as a support for her and her child, as he was a true friend to her; he would do all that laid in his power; then he told how he had prohibited the sale.

Q. The conversation you have last stated, is that any conversation you have stated in your direct examination, put by Mr. Vredenburg?

A. Yes; it is the same conversation that I stated as having occurred after the sale; it is not all the conversation.

Q. Is the conversation you last stated a conversation 10 you have previously stated in this examination?

A. A part of the conversation.

Q. State the part of the conversation omitted?

A. He said that Saml. McLaughlin, as near as I can remember, was bidding on the property, and he sent, I think it was, John Nolan to ask him if he knew he was bidding against the widow, and he said no; if that was so, he would stop immediately; and further he told me how he had made her go down to the sale, so that the people could see that the property was to be bought for her, and then they 20 would'nt bid against her on the property; and further he told me how he had told different ones that the property was going to be bought in for the widow; I don't know that I have repeated it all or no, because I hav'nt had it read over to me, and I am a little confused about it.

CATHERINE VAN HOUTEN.

Sworn before me, November 18th, 1868; subscribed December 22d, 1870, before me, at Jersey City.

JAMES FLEMMING,
Master in Chancery, N. J. 30

Adjourned.

Examination of witnesses resumed December 12th, 1868, at my office in presence of J. B. Vredenburg, Esq., counsel for complainant and I. W. Scudder, Esq., counsel for defendant, taken by consent.

John M. Francis, a witness on the part of the complainant, being by me duly sworn on his oath, saith :

Q. Mr. Francis do you know Noah Norris ?

A. Yes, sir ; by sight and reputation.

Q. What position did you occupy 1857, 1858.

A. I was under Sheriff of this county at that time.

Q. As such under sheriff did you sell any real estate belonging to the estate of Thomas W. Morehouse ?

A. I did.

10 Q. When was that ?

A. I cannot tell you sir, now.

Q. When ?

A. I am unable to say ; I know I sold property more or less of the Morehouse estate during those years, different pieces of property during those years.

Q. Do you remember where it was located ?

A. I do not ; I was never on the property.

Q. Did you have any conversation with Noah Norris at that time, if so what ?

20 A. I believe I had some conversation with Mr. Norris.

Q. State it as near as you can ?

A. Sometimes he would come and ask for an adjournment.

Q. What property was that ?

A. The real estate he asked for adjournment, several adjournments, I cannot say when.

Q. What else did he say ?

A. I have heard him say from time to time he was buying the property in for the widow to protect her interest.

30 Q. What else did you hear him say ?

A. I don't recollect anything in particular.

Q. Who had the control and management of those sales ?

A. I managed those sales.

Q. To whom did you look for directions as to the time when they were to be sold ?

A. I generally looked to Mr. Norris as the party interested.

Q. Why do you say as the party interested ?

A. Because he was the administrator of the estate, and I

presumed he was protecting the estate ; always understood so from first and last ; it was his interest to protect the estate ; I never had any dispute with Mr. Norris right nlong ; I have always understood from Noah Norris that he was protecting the estate.

Q. Did you understand so from him previous to the sales ?

A. Yes, sir.

Q. What did that real estate sell for ?

A. Could not say, sir ; had so many sales, could not carry 10 in my mind ; if I had my own docket could tell to a cent.

Q. Who acted as auctioneer at the sale.

A. Myself.

Q. Under whose direction did you act at the sale ?

A. Mr. Noah Norris was the only one we recognized ; I never knew any other.

Q. Where are your books, Mr. Francis ?

A. Home, sir—in my safe ; I have no docket that will show it ; I was not sheriff at that time.

Q. When you say your book would show to a cent, what 20 book did you mean ?

A. I meant my own docket if it was in my docket, but it was in Mr. Beatty's docket.

Q. Where is Mr. Beatty's docket ?

A. I don't know, sir.

Q. Do you remember the relative prices the real estate brought—I mean how near its real value.

A. I could not say whether it brought its value or half its value ; I don't think it did bring its value ; I am not positive. 30

Q. Did Mr. Norris ever tell you how much he wanted it to bring, or anything to that effect ?

A. I think I heard Mr. Norris say he wanted it bought in as cheap as he could ; he did not want to make expense.

Q. Question repeated.

A. Nothing what he wanted it to bring ; he wanted the property bought in as cheap as he could.

Q. Did he say for whose benefit ?

A. For the benefit of the widow.

Q. Was this previous to the sales. 40

A. I think it was.

Q. Do you remember who purchased at those sales?

A. Mr. Norris purchased himself at those sales; I am not positive; I think so.

Q. Mr. Noah Norris?

A. Yes, sir.

Q. Why was it that you let the property go for so much less than its real value?

(Question objected to, because he has not said it was sold
10 for so much less than its real value.)

A. I cannot say whether it was sold for less than its value or no; I am not able to say what was its value or not.

Q. Do you not remember that your commissions were smaller than you had a right to expect from that property?

A. I don't know whether they were smaller than we had a right to expect; they were smaller than ordinary; we sold the property low because we thought we were favoring the widow; thought it was sold merely to get a title, which
20 is an everyday occurrence.

Q. Do you remember that one of these pieces of property was a York street lot?

A. There was several pieces of property; I don't know which it was; I believe there was a piece in York street, but cannot say positively about it.

Q. How were those sales attended?

A. Well, pretty well, nothing extra.

Q. Were there not very few there?

A. Four or five, there may have been half a dozen.

30 Q. Did you ever hear Noah Norris tell Sheriff Beatty anything about these sales, if so what?

A. As I said before he was working to protect the interest of the widow; working for her interest.

Q. Did he tell Beatty what he, Noah Norris, would like to have done at the sale?

A. Cannot say as to that.

Q. Do you remember going to a saloon with Noah Norris previous to one of those sales you and Sheriff Beatty?

A. I presume so.

Q. Did he ask you at that time, Noah Norris I mean, to use your influence, or did he ask Sheriff Beatty to use his influence to stop bidding on the property?

A. I don't know, cannot say.

Q. Did he at any time?

A. Ask to use our influence I cannot say; he said he wanted to buy it in for the use of the widow as cheap as he could.

The last answer is correct only he has changed the words. 10

(Defendant objects to this answer and asks for its being struck out because it is not given as said by the witness, as the witness admits.)

Q. Will you correct the last answer so that it shall conform to what you did say?

A. The last answer is correct; only he has changed some of the words.

Q. Did Noah Norris ever tell you how much he wanted it to bring, or anything to that effect?

A.

20

Q. Did he at any time (Question 37 repeated)?

A. Not to my knowledge.

Q. What did he state in that connection?

A. He wanted to buy it in for the benefit of the widow as cheap as he could.

Cross-examination.

Q. How many peices of property, belonging to the Morehouse estate, did you sell?

A. I am not positive; I think it was three or four; I am not positive about it.

30

Q. How near to each other were these sales?

A. Could not say, sir.

Q. What persons were present at the sale?

A. Mr. Norris, one of the McLaughlins; I cannot say Robert or Samuel, were at the sale; one or both, I cannot say; I think Mr. Nolan was there, John Nolan.

Q. Was not John D. Norris there at one of the sales?

A. I do not recollect of seeing him, sir.

Q. Was Beatty present at all the sales?

A. To the best of my knowledge, he was, sir.

Q. Do you recollect to whom the deeds were delivered for the three or four parcels sold?

A. I think they were always delivered to Mr. Norris.

Q. Do you know who was the purchasers named in each Sheriff's deed for the property?

10 A. I do not, sir; only I presume Mr. Norris.

Q. Can you tell distinctly all the lots which were sold?

A. No, sir.

Q. Can you state when the first conversation took place between you and Noah Norris about this property?

A. At the time it was advertized, I could not give you the day and date, about the time it was advertized and the sale was going on.

Q. Can you state in detail the conversation between you and Noah Norris?

20 A. No more than I have stated before, that he wanted to buy the property in to protect the widow or for her interest; I cannot say the exact word but that was the meaning at least, that is how I so understood it.

Q. Do you recollect who were the parties to the suits to which the sale were made.

A. I cannot say who were the parties.

Q. When you refer to the conversation between you and Noah Norris do you mean it to be understood that you cannot use his language and also your language in reply, but only
30 state the impression on your mind from the recollection?

A. The substance is as I have stated before, he always advocated protecting *the* interest of the widow, he wanted to protect it.

Q. I understand you then that you cannot use his language but state only the impression on your mind?

A. Yes, sir.

Q. As far as you know were the deeds delivered to the purchasers who bid at the sales referred to?

A. So far as I know they was sir.

40 Q. When you acted as under sheriff for Sheriff Beatty,

did you not also superintend the making out and delivery of the deeds?

A. I generally ordered his clerk to make them out for his own sales.

Q. Did not you order them made out in the names of the purchasers?

A. We always tried to; could not make them out in the names of any one else but the purchaser.

Q. As far as you recollect, did not these sales take place on different days, each lot a day of sale for itself? 10

A. I cannot say positively; there may have been all sold one day; there may have been two sold, or there may have been one; I cannot say positively.

Q. Can you recollect whether all of these sales were adjourned?

A. No, sir; I am not positive.

Q. Do you recollect the names of the solicitors or attorneys for the complainants or plaintiffs in these sales?

A. I do not.

Q. Can you, from memory, without Beatty's docket, tell 20 the year when the first of these sales took place?

A. No, sir.

Q. Can you now state, from memory, whether the persons you have named as present at the sale or sales, were present at each of the three or four sales made of this property?

A. I cannot say if they were all there; they may have been, but I cannot say positively.

Re-direct.

Q. You state in your cross-examination that you could not make them, referring to the deeds, in the names of any 30 one else but the purchaser; if the purchaser should have asked you to make the deeds out in the name of any one else, would you not have done so?

A. If he had signed the conditions of sale over to the other person, I should.

Q. Might not Noah Norris have asked you to make the deed out to some one else?

A. He might certainly or not, but I cannot say that he did.

Q. And if he had you would have done so for him, or have ordered it done so?

Objected to as leading.

A. Undoubtedly I should.

Q. Do you know whether he did so or not?

A. I do not.

Q. You have stated who were present at those sales, do
10 you remember who bid?

A. Mr. Norris, I recollect of his bidding.

Q. Who else?

A. I don't know of any one else, sir.

Re-cross.

Q. If a person who has bid at a sale merely asks you to make the deed to another person without assigning over the bid, was it your practice to deliver the deed to such other person than the bidder?

A. No, sir.

20 Re-re-direct.

Q. In the position that Noah Norris occupied with respect to this estate, if he had asked you to make the deed over to any one else than himself would you not have done so?

A. I think I should.

Re-cross.

Q. Was it not a uniform practice, whilst you were under-sheriff, to have the bids signed over on the conditions of sale!

30 A. It was as a general thing.

Q. You know of no exception so far as your present knowledge goes in the case of these sales?

A. No, sir.

J. M. FRANCIS.

Subscribed and sworn before me, this 12th day of December, 1868, at Jersey City.

JAMES FLEMMING,
Master in Chancery, N. J.

Evidence of witnesses in this cause, taken January 16, 1869, before J. B. Vredenberg, of counsel for plaintiff, J. W. Scudder, of counsel for defendant, at the office of James Flemming, Esq., Jersey City.

Margaretta M. Lees, a witness for the plaintiff, being duly sworn, on her oath saith :

Q. Where do you live, Mrs. Lees?

A. 286 South 7th, Jersey City.

Q. Do you know Noah Norris and Mrs. Morehouse?

A. Yes, sir.

Q. Did you know them in 1857?

A. Yes, sir.

Q. Was there any real estate belonging to the estate of Thos. W. Morehouse sold in that year?

A. Yes, sir, in the fall of that year.

Q. What was it? What real estate?

A. Do not know it was in the fall of '57; Greene street, property, I think.

Q. Had you any conversation with Noah Norris previous to that sale?

A. Yes, sir, just previous; we were all collected together in Mrs. Morehouse's house.

Q. What was said by Noah Norris with regard to the sale?

A. Well, I do not recollect his exact words, it is so long ago; but the substance was, that he was buying it in for Mrs. Morehouse; he was acting the part of a friend and buying it in for her.

Q. How often did you have conversation with him before the sale?

A. I do not recollect of any except the one I have spoken of just previous; I might have had, but I do not recollect of any, it is so long ago.

Q. Did you attend that sale?

A. I did.

Q. Where was it?

A. In the Philadelphia Hotel.

10 *Q.* Who were there?

A. Mrs. Morehouse's mother, Mrs. Morehouse and deponents, were the only three ladies there.

Q. How many persons were at the sale about?

A. Well, not a great many, very few.

Q. What was the general understanding at the sale with regard for whom the property was being bought.

(Objected to by defendants' counsel, general understanding not evidence).

A. It was bought in for the benefit of the widow, we all
20 understood it so.

Q. Who bought it?

A. John Norris; excuse me, I did not mean to say that I meant the Mr. Norris that did Mrs. Morehouse's business, Noah Norris I believe was the gentleman's name.

Q. Who bid at that sale if any one besides Noah Norris?

A. Mr. McLaughlin bid his mother's claim; she had a mortgage on the place, he bid up to that amount and over.

Q. Did you ever have any conversation with Noah Norris after the sale, if so, what.

30 *A.* Yes, sir; just after the sale we went to Mrs. Morehouse's place of residence and talked the matter over, and he said he was buying it in for her benefit.

Q. At the time he said this, had he or not bought the property.

A. Yes, sir, had bought it.

Cross examination.

Q. Are you any relation to Mrs. Morehouse.

A. No, sir.

Q. Can you tell what was said by other parties besides Noah Norris prior to the sale at the conversation you refer to.

A. Well I don't recollect that there was any person present at our first assembly together before the sale but Mrs. Morehouse and her mother.

Q. Can you tell what was said by the rest of them besides 10 Noah Norris?

A. The same thing I said before, that he had bought it in for her benefit (it was a general conversation); every one believed it so.

Q. How often have you talked with Mrs. Morehouse about this conversation?

A. Never but once; but when she came to ask me to come as a witness, she asked me to come as a witness to tell all I knew.

Q. Did she, when she came to tell you to be a witness, 20 talk over with you what Mr. Norris said?

A. No, sir; she asked me if I recollected.

Q. That all she asked you?

A. She asked me to come as a witness for her, and tell all I knew.

Q. That all?

A. She asked me if I recollected about the sale, I told her yes.

Q. That all?

A. And if I recollected any of Mr. Norris conversation? 30

Q. That all?

A. That was the substance of all that was said.

Q. How long were you together?

A. About half an hour, she called on me.

Q. Was that all the conversation during that half hour?

A. Yes, sir; about all on that subject; of course we talked of our own private affairs.

Q. Did she not tell you about the suit; how long it had

been going on ; who had been examined, and what they had testified ?

A. She did not ; I knew it all before ; she had no need to tell, and we had no time ; she was only there a short time.

Q. From whom had you derived all this information that she had no need to tell you ?

A. From her friends.

Q. Who ?

A. Mr. Gavitt was one, and others, I forget now ; parties,
10 her friends, that knew her business ; I met her in the street once, and she told me she had trouble with Mr. Norris.

Q. How often then have you talked this matter over with Mrs. Morehouse ?

A. At twice ; we had no great conversation together at either time.

Q. Where this twice ?

A. We had no conversation in the street, but I saw her in my own house some long time ago, and the time she called.

20 *Q.* What was the amount of Mr. McLaughlin's mother's claim ?

A. One thousand dollars.

Q. By whom was that paid ?

A. I do not know.

Q. Who else have you talked this matter over with ?

A. No person ; what I say I know of my own personal knowledge.

Q. Have you talked this matter over with any lawyer ?

A. No, sir.

30 *Q.* Did you ever see any more than one Norris ?

A. I am not acquainted with any more but Mr. Norris ; but I know he has a brother ; he was at the sale ; at any rate, I suppose he was ; I won't say that positive ; I am not acquainted with him.

Q. To the best of your recollection, was not the other Norris at the sale ?

A. I could not say positively ; could not say positively about it ; I did not know all the gentlemen that were there ; I did not recognize them all ; I am positive though who
40 bought the property.

(Last part of answer objected to as not being responsive, by defendants' counsel.)

Q. How do you recollect the year? by what?

Q. By several circumstances; for one, we lived in the house in Greene street a year and half, and it was in the first fall we lived there, so I know by that.

Re-direct.

Q. Were you at more than one sale of the Morehouse property.

A. No, sir.

10

Q. Who had a claim on the property?

A. Mrs. Morehouse's mother, I understood.

Q. Who bid for her?

A. Mr. McLaughlin.

How do you know that that claim was \$1,000?

A. From conversations that passed at the sale.

Q. Do you remember whether that was the amount of the mortgage, or mortgage and interest, or what?

A. I don't know that, but I know that was the amount of her claim.

20

MRS. MARGARETTA LEE.

Subscribed and sworn before me, this 16th day of January, 1869, at Jersey City.

JAMES FLEMMING,
Master in Chancery, N. J.

Jemima McFarland, a witness for the complainant, being duly sworn, on oath saith:

Q. Where do you live, Mrs. McFarland?

A. 181 Warren street, Jersey City; I know Noah Norris, I have seen him at Mrs. Moorehouse's several times; I know 30 Mrs. Morehouse.

Q. Do you know whether Mr. Morehouse left any real estate in Jersey City.

A. He owned some real estate in Greene street and in York street.

Q. Previous to the sale of that property did you know Noah Norris at the time that real estate was sold?

A. Yes, sir.

Q. How long after his death was it sold?

A. I could not positively say how long for I did not charge my memory what time it was.

Q. Did you hear Noah Norris say anything with regard to the real estate previous to the sale of it?

A. I did, I called on Mrs. Morehouse a few days previous
10 to the sale and Mr. Norris was in there; they were talking about the property being sold, and he told her he was going to buy it in for her.

Q. How long was this before the sale?

A. Well I am not positive, betwixt three and four weeks.

Q. At the time the property was sold, what was the general understanding with regard to the sale?

(Objected to, "general understanding" not evidence.)

A. Well, the general talk was that Mr. Norris had bought it in for Mrs. Morehouse.

20 Q. What was the general report as to the sale?

(Objected to.)

A. Well, that Mr. Norris had bought the property in for Mrs. Morehouse, and that she reckoned it went too cheap; and the conversation was amongst them why was she dissatisfied, when Norris had bought it in for her.

Q. When you speak of Mr. Norris, which Norris do you refer to?

A. Well, I am not positive; I only know his name was Norris; I only heard his name was Norris.

30 Q. Did you hear Mr. Noah Norris say anything after the sale?

A. This was all after the sale, in Mrs. Morehouse's house, when they had returned after the sale; Mrs. Morehouse was there, Mrs. Lee, and her mother.

Q. Did Noah Norris join in the conversation?

A. Yes, sir.

Q. Do you remember anything he said at that time?

A. I do not remember any more than that, for I was talking to Mrs. Morehouse's mother, and I did not attend to what he said to Mrs. Morehouse.

Q. Did you hear Noah Norris say anything with regard to the sale after the conversation?

A. No, sir; I did not.

Cross-examination :

Q. I think you said you were not at any of the sales?

A. I was not at any of the sales.

10

Q. Do you know what precise property was sold at the sale after which you were at Mrs. Morehouse's house?

A. Nothing but the Greene street and York street property—that was the conversation.

Q. Was the Greene street and York street property sold at the same time?

A. I understood it in the conversation that way; I won't say positively, but so I understood it; there was none particularly mentioned, it was only real estate.

Q. If you did not hear what Mr. Norris said, the general talk that you refer to was between Mrs. Morehouse and her friends, was it not?

A. It was so.

Re-direct.

Q. Did not Noah Norris join in the conversation that you refer to last?

A. He did, of course he did; he seemed the statue of conversation; they were talking with him.

Her

JEMIMA + McFARLAND. 30

Mark.

Subscribed and sworn before me, this 16th day of January, 1869, at Jersey City.

JAMES FLEMMING,

Master in Chancery, N. J.

Examination of witnesses resumed March 13th, 1869, in presence of James B. Vredenburg, Esq., counsel for complainant and I. W. Scudder, Esq., counsel for defendant.

Charles J. Sisson, a witness produced on the part of the complainant, being by me duly sworn on his oath, saith :

I know Mrs. Morehouse and Noah Norris; I knew Thomas Morehouse before his death; I sold Morehouse two lots on Grove street during his lifetime; I had four lots, they were between Morehouse and Pile; I think I sold
 10 the four lots to them, whether they divided them I don't remember; I think they two were together when I sold the lots; the lots were on Grove street; they commenced 125 feet from Pavonia avenue, south side of Pavonia avenue, between South First street and Pavonia avenue; Mr. Morehouse I think had two lots; I had his mortgage; there were three lots fronting on Grove street and one on South First street; the two lots that Morehouse had were fronting on Grove street; I took a mortgage I think for \$1,500; I
 20 think on those two lots from Morehouse; after his death his wife paid the interest for some time on the mortgage; then she refused to pay the interest and I foreclosed the mortgage; at the time of the sale Mr. Norris, I think that was his name, or some such name, said to me at the time of the sale that he had to buy in the lots for Mrs. Morehouse's benefit; and I bid up the lots to the amount of the mortgage; they were worth at the time of the sale about two thousand dollars a piece; he bid them off, and he paid the amount of the decree that was due to me; I do not remember how much they were bid off for; it was said then at the
 30 time it was for her benefit, that he bid them in for her benefit, that was the way he said it to me, and I don't know of any one else bid.

Q. If they were worth two thousand dollars each, why did you not bid that for them?

A. Well, I think that was between Mrs. Morehouse and Mr. Norris, at their request, that I did not bid on them more than the mortgage; he represented that she was a poor widow, and it was for her benefit; Morehouse and

Pile both came together to purchase the lots from me; I can't tell whether they divided the lots then or not, but this I recollect, that I foreclosed both Mr. Morehouse and Pile's mortgages.

Witness being cross-examined by Mr. Scudder, says :

I could'nt tell the year the foreclosure sale took place; it must have been ten years; I can't tell exactly without referring back; about the time of sale I saw Mrs. Morehouse; she called on me and told me the arrangement between her and Mr. Norris, and did not want I should bid on it; that he was going to help her out, and did not want I should bid on it; I could'nt tell how long it was before the sale she called on me. It was about the time of sale; I presume she called on me alone; she used to call very frequently at my house to see about the lots and pay the interest; I think I never saw Mr. Norris till the time of this transaction, about the time this property was to be sold; I think I did see him before the day of sale; I don't recollect where the property was sold positively, but think it was at the Philadelphia Hotel; I could'nt say positively that Mrs. Morehouse was at the sale; I could'nt name the persons at the sale; I would'nt say positively what sheriff it was, but I think it was Beatty; I believe Mr. Zabriskie foreclosed this mortgage; won't say positive; I think the money was paid to me by Zabriskie; I won't be positive; I was not present, that I recollect of, when the money was paid to the sheriff 20

Re-direct.

I wont say positive, but I think my claim against the property was fifteen hundred dollars; Norris bid off the property, and I suppose he paid it; I don't know that Norris paid it, I suppose the man that bid off the property paid it. 30

CHARLES G. SISSON.

Subscribed and sworn before me, this 13th day of March, 1869, at Jersey City.

JAMES FLEMMING,
Master in Chancery, N. J.

The part of the above deposition taken in questions and answers, were so taken at the request of counsel, and I determined so to take the same for a proper understanding of the evidence.

J. FLEMMING,
Master, &c.

Thomas B. Decker, a witness on the part of the complainants, being by me duly sworn on his oath, saith :

I live at Hoboken at present ; I lived in Jersey City before I lived at Hoboken ; lived there some twenty-four years ; I came here about '42, and lived here till 1867 ; while I lived in Jersey City I have had something to do with real estate ; have been buying and selling real estate, for the last twenty years, in Jersey City ; I knew Thos. Morehouse in his lifetime ; I understood that Thomas Morehouse owned property in Greene street, I didn't know it from the record ; he occupied the property then ; it was situated on Greene street, between Montgomery and York street ; I think there is thirty odd feet there ; in 20 1857 it was considered quite valuable property ; at that time it was quite a business place there ; I suppose it was worth about \$3,000 at that time ; would not be positive as to the actual value under the hammer ; I think I should have been willing to give \$2,500 or \$3,000 for it myself at that time ; the York street property was situate near Greene, twenty-five feet, I think, from the corner ; at that time, situated as it was, it was worth \$3,000 ; I shouldn't wanted to have given more than that for it at that time ; it was very favorably located for business. I couldn't say the 30 exact month or year that the property was sold ; I recollect it well, but couldn't place the exact month or year ; I only know, by report, who bought this property ; I did not attend the sale ; Noah Norris, it was said by the friends of Morehouse, had bought the property.

Q. Previous to the sale, what was the general report as to who was going to buy the property, and for whose benefit ?

(Objected to, as report is no evidence.)

A. It was understood by all of Mrs. Morehouse's friends that Mr. Norris was there to buy the property for the benefit of Mrs. Morehouse and her daughter; I was a particular friend and took particular pains to see that the interest of Mrs. Moorehouse was protected, and it was generally understood that Mr. Norris was to protect the interest of Mrs. Morehouse and her daughter.

(Answer objected to)

Cross-examined by Mr. Scudder.

I don't know that there were any sales of property in 10
Greene street in the years 1857 and 1858. Witness says
that he had a conversation with Mr. Traphagen about his
property opposite; I think his price was \$5,000 or \$6,000.

(Defendants counsel objects to this last evidence about
Mr. Traphagen as volunteer and irrelevant.)

I don't know that I know of any sales of property in York
street in 1857 and 1858; I dont know but that I did sell a
piece of property myself to Mr. Wakeman in York street; I
think it might have been in 1857 or 1858; It is a lot known
as Mitchell's paint store; I dont recollect the number, it is 20
on the south side of York, it is 25x100 feet; I have called
on witnesses to attend for Mrs. Morehouse, that is I served
a subpœna on one.

(Objected to.)

I have been here two or three examinations.

Q. What people have you called upon about this business
who have been examined?

(Objected to by complainant's counsel.)

A. Sheriff Francis for one; I notified him that Mrs. More-
house wanted him to appear here as evidence; I served the 30
subpœna on Mr. Sisson to appear here to-day; I have spoken to

Mr. Nolan about this business, that Mrs. Morehouse wanted him to come here as a witness; I went once and brought him here; he has not been examined that I know of; I spoke to Mr. McLaughlin; Mrs. Morehouse said she did not know where to find him; I said I did; I went to see him, told him Mrs. Morehouse wanted him as a witness, he said he was at her service; I had a conversation with him, told him it was in relation to the property that she wanted him; the conversation was that it was about the lots that he attended the sale; real estate was somewhat depressed in 1857, it was. Go to force sales it was greatly depressed.

T. B. DECKER.

Subscribed and sworn before me this 13th day of March, 1869, at Jersey City,

JAMES FLEMMING,
Master in Chancery, N. J.

The parts of above disposition taken, question and answer, were so taken at the request of counsel, and I determined so to take the same for a proper understanding of the evidence.

20

J. FLEMMING,
Master.

Examination of witnesses before me, this 17th day of April, 1869, in the presence of J. B. Vredenberg, Esq., counsel for complainants.

Samuel McLaughlin, a witness on the part of the complainants, being duly sworn by me, on his oath saith:

I reside in Jersey City, corner of Wayne and Barrow streets; I know Mrs. Morehouse; I never knew Norris till the day he was there at the sale; I refer to the sale of the property in Greene street, owned by Mr. Morehouse in his lifetime, right at the side of my brother's tin-shop; that sale must have been in '57 or '58; I don't recollect the year now, it is so long ago. It was the Hoboken sheriff, Francis, sold it; it was sold under the foreclosure of a mortgage held

by Mrs. Bolan, Morehouse's mother; I was at that sale; it was sold at the Philadelphia Hotel.

Q. What occurred at this sale?

A. I went down to buy this property; I bid on it; Norris sent John Nolan to me and asked me if I was going to bid against the widow; I said no, and stopped bidding; then this man Norris came to me and said he was buying the property for the widow; he was going to protect her; he was her friend; Mrs. Morehouse, Tom Morehouse's widow he referred to; I went to the sale to protect this mortgage, to buy it in; it was no price for it then, \$1,000 for this piece of property; I'd have bought it for my brother Bob if this man had not said he was buying it for the widow, so I stopped; the Norris who spoke to me was this man who was attending to all Mrs. Morehouse's business.

SAMUEL McLAUGHLIN.

Subscribed and sworn before me, this 17th day of April, 1869, at Jersey City.

JAMES FLEMMING,
Master in Chancery, N. J. 20

Examination resumed July 10, 1869, counsel present John D. Nolan, a witness produced on the part of the complainant being by me duly sworn on his oath, saith:

I live in Jersey City; I know Mrs. Morehouse, her daughter Mrs. Johns, Noah Norris and John D. Norris; I do not know Brainard F. Norris; I knew Thomas W. Morehouse in his lifetime; he died in September, 1855; at the time of his death I was working for Mr. Morehouse; after his death I still continued in the shop working for Mrs. Morehouse; I don't know that anybody carried on the business after Mrs. Morehouse gave it up; Mr. Noah Norris was administrator of the estate of Thomas W. Morehouse.

Q. What property was Mrs. Morehouse in possession of at the time of his death?

A. Greene street, I can't remember the number, 100 feet from Montgomery I suppose, also a lot in York street, a blacksmith shop on it.

Q. The Greene street property, was it sold after his death?

A. It was; I don't recollect how long after his death, about a year, I could'nt state exactly, a year more or less; It was sold under a foreclosure of a mortgage at the Philadelphia Hotel, Montgomery street; I don't recollect having any conversation with Noah Norris previous to the sale in regard to the sale particularly; I understood before the sale that it was to be purchased for the benefit of the estate.

10 (Objected to what the understanding was not testimony).

I was foreman for Mrs. Morehouse previous to the sale; after Mr. Noah Norris was made administrator he was at the shop quite often, two or three times a week, may be more, may be less, some weeks he was there not more than once, some weeks every day.

Q. Previous to the sale, was the sale of this Greene street property talked of frequently?

(Objected to as leading).

A. Mr. Norris and Mrs. Morehouse may have talked of it frequently; I never heard it talked of much till previous to the sale, a short time before selling it.

Q. Did you ever hear Mr. Norris say to any one else any thing about the sale of the Greene street property.

A. No; I don't recollect.

Q. From whom, then, did you understand that the real estate was to be foreclosed for the benefit of the widow?

A. Mrs. Morehouse.

(Objected to.)

Q. Did you understand this from any one else?

30 A. I think Mr. Norris was present at these conversations, the day before the sale, and the day of the sale.

Q. What did Mrs. Morehouse say to you, then, in the presence of Noah Norris?

A. Well, its so long ago; it was general conversation

then, that it was to be bought in for her; and I was requested to tell parties that were bidding there, not to run the property up, as it was being bought in for the widow.

Q. Where did that conversation take place?

A. At the hotel, on the day of the sale, and at the shop before the sale.

Q. Were you present at the sale of the Green street property?

A. I believe I was.

Q. How many were there? 10

A. I don't recollect; I don't think there were many there.

Q. Do you remember what it sold for?

A. It sold for \$1,000.

Q. Didn't bring as much as it was worth?

A. I don't think it did, if it brought only that; it was sold subject to a mortgage; there might have been considerable interest due; I can't tell; there might have been some taxes.

Q. Do you mean to say that it sold for the amount of the 20 mortgage, taxes, and interest?

A. It was sold under a foreclosure of a mortgage; I should think that would have to go with it, interest and taxes.

Q. Did it sell, then, for the amount of the mortgage, interest and taxes!

A. It was sold under a foreclosure, and I suppose interest and taxes were with it; it brought \$1,000; I don't think it brought it's full value.

Witness says to complainants' counsel, Were you talking 30 about the Green street lot?—I was thinking about the York street lot, that is, with regard to what it brought.

Q. Then you mean to say, that when I asked you what it sold for—and you said it sold for \$1,000—that then, for the first time, you thought I was talking about the York street property?

A. Then when I said that I thought he was talking of

the York street property, when he said \$1,000, because it brought more than \$1,000.

Q. You have stated a conversation between yourself and Mrs. Morehouse?

Witness here says: All the rest was right; I said \$1,000 when I should have said twelve hundred dollars and upwards.

Q. Then, with the exception of the answer as to the value of the lot, all your other answers are with regard to the
10 Greene street lot?

A. Yes.

Q. Were you at the sale of the York street plot?

A. Yes.

Q. Did you see John Norris there?

A. I don't recollect.

Q. Who did you think, at the time, purchased the York street lot?

(Objected to.)

A. Mr. Noah Norris; I don't recollect being present at
20 the sale of the Grove street lot; I don't recollect of having any conversation, previous to the sale, with Noah Norris with regard to the York street lots.

Q. What was the understanding at all these sales; for whose benefit was this property to be purchased?

(Objected to; incompetent.)

A. For the two sales, Mrs. Morehouse, the understanding was.

Q. From what source did you obtain this understanding?

(Objected to; incompetent.)

30 A. Well, that is pretty hard telling; a general understanding.

Q. At any of these sales, did you tell any one about the bidding?

A. I did at the Greene street sale.

Q. Who did you tell, and what?

A. Sam McLaughlin; I told Sam McLaughlin it was being bought in for the widow; not to run it over the mortgage; he had run it a little over, and he stopped, when I told him, bidding.

Q. Did you tell any one else?

A. I may have told some other parties; I don't recollect 10 now; I don't recollect at any of the other sales I told any one; I don't think I did have much to say at any of the other sales; I don't recollect that at the other sales I heard any one else say anything as to the object of the sale.

Q. Did you hear the sheriff say anything about it?

A. The day of the sale?

Q. Yes.

A. I think not the day of the sale.

Q. Have you had any conversation with Noah Norris since the sales about the sales? 20

A. I don't recollect of any; Mr. Norris may have asked me whether I recollected his being present at the sales, or about his brother being present at the sale.

Q. Who did Noah Norris tell you he bought the property for?

A. I don't know as he told me he bought it for anybody.

Q. Don't you recollect telling me about what Mr. Norris said about it?

A. I don't know; I might have told you something; I wasn't under oath, though; I think the Greene street lot 30 brought something over \$1,200.

Q. Did it bring its full value?

A. I think it would have brought more if allowed those parties to bid it up.

Witness, being cross-examined, says:

After Mr. Morehouse's death, Mrs. Morehouse continued the business; as near as could be, conducted it as it had been before; the same customers; bought new material

when necessary, and used the old ; I was there something about two years after Morehouse's death ; the business was continued the same while I was there ; after I left it was continued by Mrs. Morehouse up to within a year back—a year before July, 1869, maybe less—by Mrs. Morehouse ; the Greene street property was sold first ; I couldn't name the persons present when the York street property was sold ; I think I saw Bob McLaughlin there ; Mr. Norris, of course, he was there ; my recollection is not distinct as to the persons present at the sale of the York street property ; Mrs. Morehouse, after her husband's death, resided in York street ; ain't sure ; I think it was Gregory street ; I am not positive ; one of those brick houses above Durant's ; part of the time she lived in York street, York terrace ; before that she lived in Greene street.

Q. Didn't she buy a house in York street ?

(Objected to.)

A. I don't know of my own knowledge whether she bought it or not ; I have heard so ; Mrs. Morehouse told me that she bought that house, or her daughter did ; I think she told me the money to purchase it came partially from the Pittsburgh, Fort Wayne & Chicago R. R. (Last answer objected to.) Morehouse, in his lifetime, used to make baggage checks for that road ; the business that Mr. Morehouse and Mrs. Morehouse carried on is commonly called the "tin business."

JOHN NOLAN.

Subscribed and sworn before me this 9th day of July, 1869, at Jersey City.

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JAMES FLEMMING,
Master in Chancery, N. J.

Examination of witnesses in this cause proceeded with July 16, 1869, in presence of J. B. Vredenburg, Esq., counsel for complainant and I. W. Scudder, counsel for defendant.

Examination of Samuel McLaughlin a witness for complainant continued.

Cross examination.

Q. Who requested you to attend this examination?

A. Mrs. Morehouse first sent to me last winter, she was at the Hoffman House, and Decker came to see me afterward, Hoffman H. W.

Q. She sent to you to come to Hoffman House, did she?

A. Yes; she was at the Hoffman House and I was at the Fifth Avenue Hotel, and she sent a man for Decker has been after me three or four times; I refer to Thomas Decker, who was engineer on the ferry boat, he was here at the last examination, he sent for me last night to be here to-day at two o'clock; the property I refer to was in Greene street neighborhood, Mr. Shop; I was not at the sale of the York street property and know nothing about it; I don't recollect Mrs. Morehouse living in York street, I do when she lived in Greene street and kept a milliner's shop.

SAMUEL McLAUGHLIN.

Subscribed and sworn to before me this 16th day of July, 20 A. D., 1869, at Jersey City.

JAMES FLEMMING,
Master in Chancery, N. J.

IN CHANCERY OF NEW JERSEY.

Between

HIRAM C. JOHNS and THERESSA
JOHNS, his wife, *et al.*, Complainants,

and

NOAH NORRIS *et al.*, Defendants.

}
} *On Bill.*
}

Examination of witnesses, &c., in the above entitled cause, taken on the part of the defendants, before me, Isaac Romaine, a master and examiner of said court, at my office, 10 No. 7 Exchange Place, Jersey City, N. J., on Thursday, April 14th, 1870, at ten o'clock in the forenoon, in the presence of Stephen B. Ransom, solicitor of defendant, and Jame B. Vredenburg, solicitor of the complainant, by consent of parties.

Noah Norris, a witness produced on the part of the defendant, being duly sworn, on his oath saith :

I reside at No. 110 West 47th street, New York City ; I do not know Hiram C. Johns when I see him ; I know the other two complainants ; I have known them since 1845 or 20 thereabouts ; I think I have known them since 1841 ; she was about ten years old when I first became acquainted with her ; I think I knew Mr. Morehouse and his wife before Theresa was born ; I have not much knowledge of Morehouse's wife but I saw the girl ; I owned part of the property in dispute before Mr. Morehouse's death ; I owned one lot in York street ; I sold it to Mr. Morehouse in his life time ; I sold it to Morehouse in about the year 1855 ; I sold it for \$3,000, he paid me \$1,000 on it, the rest was on

mortgage ; Mr. Morehouse died somewhere about 1852 or 1853 ; Anna Maria Morehouse, his widow, administered on his estate ; she did not settle it ; she acted as his administratrix about a year and a half ; it might have been longer ; after her, Noah Norris administered ; I took letters of administration on Mr. Morehouse's estate about March, 1857 ; Mrs. Morehouse was owing interest on this York street property ; when I went after the interest due on the bond and mortgage she told me about her grievances in settling up the estate ; I did not press her very hard for the interest ; I 10 was tired to hear what she said about everybody cheating her ; after a course of time she came over to my place in New York, told me that Edgar Morris wouldn't stand security for her any longer ; she said he wanted to get her out of it ; she said she supposed he wanted to settle the estate in his own way ; she said that if he did he would take everything from her that she had ; she said she wanted me to administer, after telling me all her troubles ; I refused to have anything to do with it ; she went away very down hearted, she staid all night with me ; some three or four days after- 20 wards a man came to my house and said that Mrs. Morehouse sent him.

(Objected to.)

I asked him who he was, he said his name was Page, and I think he added to it Charles, and he said he was working for Mrs. Morehouse at the time, and said Mrs. Morehouse wanted me to come over to see her ; he said yes, Mrs. Morehouse was full of trouble ; I told him I could not help it, if I could not come over ; some three or four days after he came over again, and said Mrs. Morehouse said she 30 wanted me to come over ; I told him I could not ; about a week after that he come again, and said I must come over whether I did anything or not ; I came over to see Mrs. Morehouse ; she said that Edgar Morris was trying to close up her concern ; he would stand security for her no longer ; I saw her when I came over ; she told me about her grievances ; how Edgar Morris was trying to get her out and close the concern, and she asked me what she should do ; said I,

Mrs. Morehouse, I see no other way, you do the best you can ; when I told her that, she sat with tears in her eyes, partly crying ; she asked me if I wouldn't assist her, I told her " no, I wouldn't have anything to do with it ;" I started to go away, and she said Mr. Norris, if you don't assist me, nobody else will ; I can't get anybody here to assist me, and said she, you will help me, won't you ; said I, how can I help you ; she said she didn't know ; she made me promise to come over again in a day or two ; I did come over in a day or two ;
 10 she wanted me to go and see Joseph Annin ; I went with her to see Joseph Annin ; she introduced me to Joseph Annin as Mr. Norris from New York ; Mr. Annin received me very politely, and said Mrs. Morehouse has got in trouble, and wanted somebody to help her out of it ; I sat down and talked with him, and she was present, about the estate. He told me about how it was ; I told him I had nothing to do with it ; he said it would give me no trouble ; I asked him how that was, because I never yet had an estate to settle up but I had some trouble with it ; he said there
 20 wouldn't be much in this ; I asked what he wanted me to do ; he said he wanted Mrs. Morehouse to revoke her administration, and he wanted me to administer ; I told him I couldn't do that ; I told him I was settling up my affairs, and was trying to get out of business ; we had been talking some time about it ; while we were talking about it, who should come in but Mr. Robert Gilchrist ; Mr. Gilchrist put his foot up on a chair, in this way, and he said, Mr. Annin, Mr. Norris only takes this where Mrs. Morehouse leaves off ; yes, said Mr. Annin, that's so, Mrs. Morehouse has set
 30 tled up all the claims.

(Objected to.)

I looked up to Mr. Gilchrist, and said how long is it going to settle up the balance ; he said I could settle it up in three or four months ; yes, Mr. Annin said. I said if I could settle it up in three or four months I wouldn't mind that ; but if it took three or four years I wouldn't take it ; yes, said Mr. Annin, you can settle it up in that time ; then said I, I, will help her ; Mr. Gilchrist

then left; we then went on getting up papers as I understood it; then Mrs. Morehouse revoked her papers as administratrix and I was to administer it; then I went home. I was to come over again in a day or two and he was to have the papers all ready; I came over; he said I would have to give security; I asked him how much; he said \$8,000; I told Annin that I didn't know as I could give security here; I was a total stranger here; said I, won't anybody do in New York? he said no; it must be somebody here. I asked him if he knew anybody who would give security for me; he said 10 no; I then asked Mrs. Morehouse if she knew anybody who would go security for me; she said there were plenty who would go security for me as I was a rich man; I asked her who they were; she said most anybody that knew me; said I to Mr. Annin, must I give \$8,000 bond? he said you can give no less; said I, that stands against me giving security; said I, I suppose Mr. Annin, I must go out on the highway and see what I could do. After wandering around to see who I should get, I met Alexander W. Wilson, who was a stone cutter in New York some years before; I told him the 20 history of what it was for; he said, why you can't administer that, Mrs. Morehouse has that; said I, that's all arranged; I told him she had revoked her administration; he said he would go security for me; I then said to Mr. Annin, that's all fixed; ah no, says Mr. Annin you must get another one; I said "oh shit;" I said Mr. Wilson. I am a stranger here, can't you assist me to get another one? yes, I will, he said; we went out together, went up Montgomery street above Washington, met a short large man; Mr. Wilson introduced him to me, told him what I wanted; well says he, they wont 30 take me, for I ain't worth that amount of money; Mr. Wilson said to him, you will go wont you? if they will take me I will go, said he, but I don't think it will do you much good. He went on the bond; they accepted him; we went to the surrogate's office; Mr. Kingsland said it made no difference, Mr. Wilson was enough but the law required two, so we got through that part so far; when Mr. Kingsland gave me the letters, I said to him, Mr. Kingsland I have got a short job here; he raised his head up and said it is just the same as if you had administered first, it will take you a year or two; 40

said I, "is that so?" I got my papers; after I got my letters of administration I went on to settle up the estate; I got nothing from Mrs. Morehouse, there was nothing for me; I think there was about \$8,000 or \$9,000 in claims put in against the estate, there was about \$900 or \$1,000 of the estate came into my hands; I collected \$1,436 07; the book I refer to is the book containing the accounts of the estate, the memorandums were made at the time I received the money; the \$8,000 claims I got down \$3,000.88; after paying all the expenses there was \$454.88 left; that made a dividend of not quite twelve cents on a dollar; it was between eleven and twelve; I have seen Theressa Doty, Mrs. Morehouse's mother; the first time I saw her was when I first went up there; it was after I administered; the first time I saw her was July, 3d, 1858, in the evening; after the sale of the moveables, and after the sale of the real estate, Mrs. Morehouse invited me and my wife and my son to go up there; we went up there to spend the Fourth of July; the Fourth of July that year came on Saturday; we stayed until Monday morning; I did not know Mr. Doty before that time; the \$2,000 bond and mortgage I took on the Morehouse property I sold to my brother somewhere about February, 1857; I think it was before I administered; it was before I had consented to administer; I think it strikes me so; I assigned it to my brother because I wanted money; he paid me the money for it; I never had a conversation with Mrs. Morehouse in which I advised her not to pay the interest on these mortgages. The interest was not all paid up when I assigned it to my brother; I think there was two years and part of another year's interest due on it; I know it was back a considerable time; Mrs. Morehouse never paid any interest on that mortgage after her husband's death; she didn't pay the interest because she said she couldn't; she said she hadn't the money; there was about two years interest due on the Greene street property when I commenced to administer; she hadn't paid any of it; there was a year's interest or over, due on the mortgage of the Grove street property; I never advised her to let the interest on these mortgages run behind, so as to compel the holder of them to foreclose; I had nothing to do

with having the mortgages foreclosed, except this Sisson came down one day and wanted me to pay the interest ; I told him I had nothing to pay it with ; I told him he might as well foreclose, because there wasn't money enough to pay the debts, and the property had to be sold ; he said he would go on and foreclose ; he did so ; A. S. Jackson had charge of the foreclosure ; he was in Mr. Zabriskie's office ; Mary Bolan foreclosed the mortgage on the Grove street property ; she was Mr. Morehouse's sister ; that was not done at my suggestion ; I do not know at whose suggestion ; Mr. 10 Wortendyke was the solicitor ; my brother foreclosed the mortgage on the York street property about the same time ; I think that was the last piece sold ; it was not done at my suggestion ; Joseph Annin acted for my brother in that foreclosure ; the Greene street property was first sold, the York street next, and the Grove street last ; I was present at the sale of the Greene street property ; Mrs. Morehouse was present ; that sale took place in November, 1857 ; I think the 24th day of the month ; I saw Mrs. Morehouse in her own small shop, No. 244 Greene street ; John Nolan 20 was present with her when I first saw her ; her mother was not there ; I think I saw her daughter ; I did not see her stepfather, Doty ; I went there because that property was to be sold that day ; I came over about the time of the sale ; I went in her place first ; Mr. Nolan was standing there ; he said, Mr. Norris, I want you to buy this property ; Mrs. Morehouse wanted me to buy the property for her ; the reply I made to her was, maybe it will bring so much I can't sell it again ; nothing more was said ; then we all three came cut and went down to the sale ; it was set up by John 30 Francis, the under sheriff, to sell ; he went on to sell it ; Mr. Wortendyke made the first bid, Noah Norris made the second, then somebody else bid third ; I suppose it was Sam McLaughlin ; then I made another bid ; it was knocked down to me at \$1,325 ; I don't know what the amount of the decree was under which it was sold ; there was surplus money, amounting to \$65 98, after the expenses were taken out ; I paid the creditors with that surplus money ; I did not request Sam McLaughlin not to bid ; I did not send Nolan to stop him from bidding ; I didn't consider the property worth 40

more than it brought; everything was flat at the time; Mrs. Morehouse did not bid on the property at the time it was sold; I did not tell anybody I was bidding it in for the widow; I believe I went back with Mrs. Morehouse to her house after the sale; nothing took place after I went back there, only she said she was glad I had bought it, because she could stay there a little longer; nothing was said at that time about her redeeming it; I was present at the sale of the York street property; John Nolan was present on the
 10 day of sale; there were others, but I did not know them; Mrs. Morehouse was not present at the sale; it was set up and nobody bid for a long time, finally, my brother bid \$1,000, and it was struck down to him for that amount; nobody but my brother John bid on the property: it was the only bid made; the decree was for \$2,651 68, including costs; he got a dividend amounting to \$196 61 on his claim against the estate; I did not bid on that property at all; I paid the money I bid on the Greene street property to the sheriff; there were a great many creditors against the
 20 estate; they all got small amounts; one of the largest creditors was Joseph Annin—his claim was \$620 38; the principal creditors against the estate were

| | |
|---------------------------------|----------|
| Cornelius C. Martindale..... | \$393 22 |
| Waterbury Brass Company..... | 508 22 |
| David Taylor..... | 100 50 |
| George Farrin..... | 22 45 |
| Mary Bolan, (judgment)..... | 801 23 |
| Jacob J. Banta, (judgment)..... | 168 76 |
| John Sylvester, (judgment)..... | 8 03 |
| 30 he claimed \$700 or \$800. | |

I can't say whether any of these creditors were present at the sheriff's sale; there were very few I knew; I understood that Sam McLaughlin married Mrs. Bolen's daughter; Sam was at the sale; he was pointed out to me; I did not know him before; he was present at the sale of the Greene street lots only; Sam McLaughlin was not present at the sale of the York street lots; the sale of these lots was publicly advertised by the sheriff; I did not noise it around that

I was going to buy the property for the widow ; when I was about to assign the mortgage to my brother I told Mrs. Morehouse ; I told her I wanted money ; she made no objections ; she did not say that she preferred I would assign it to my son ; I did not tell her I was afraid there would be trouble among the creditors if my son had the mortgage ; I did not tell her it was merely for form's sake that I assigned it to my brother, and that I would have it back in my own hands in a few weeks ; when the York street property was sold Mrs. Morehouse was not present ; my brother, John D. Norris, was present ; he bid on the property himself ; no person bid for him that day at all ; I was present when the Grove street property was sold ; I bid on the property, but I don't know whether anybody bid on it before me ; I bought the property for \$2,550.25, the amount of the decree ; Sisson said he wanted money ; I paid the money ; I paid him half cash and gave him a mortgage back for the other half for six months ; I did not have any conversation with Mrs. Morehouse before the sale of the York street property, in which I agreed to buy it for her ; I had no conversation with her before the sale of the Grove street property, in which I agreed to buy it for her ; at the time my brother bought the York street property, I should judge it was worth \$2,500 ; I wouldn't have given any more than that for it at that time ; I was holding a mortgage, and wouldn't let it go for less than the amount.

(Objected to.)

At the time I bought the Greene street property I made up my mind to go \$1,250 for it ; I made up my mind that was as much as it was worth.

30

(Objected to.)

I made up my mind that the Grove street property was at that time worth \$2,500 ; at the time of these sales the state of the commercial world was dull ; money was scarce with me at the time ; I had to hire money at one per cent. a month ; money was generally very scarce at that time in

the country, and hard to be got; real estate was down at that time; the sales of real estate were very dull—nothing doing scarcely; I was in business at that time, and had only about a dozen men; three or four years before that I had sixty or seventy; there were a great many failures; I did not take any steps at the time of the sale to prevent the property bringing the highest possible price; No. 142 Greene street was a story and a half frame building, shingle-roofed, worn out; No. 144 was a story and a half frame building, shingle-roof, worn out; the Greene street lot was thirty-three feet wide and twenty-five feet deep, being cut off the rear of the corner lots, twenty feet being cut off the rear of the York street lot, and thirteen feet off the Montgomery street lot; to take down the buildings would be worth nothing; they would be worth something left standing, if patched; in the condition they were in when I bought them, they were worth nothing, but I patched them and overhauled them; the front I put on two stories, the rear I put on $\frac{3}{4}$ one; the front was the Greene street lot; I also put on a new roof; putting on the two stories front and fixing it all up cost me about \$500; I paid it out of my own pocket; it got nearly burned down a year ago this winter; I repaired it for my brother; I told him to go on and put it up; Nos. 142 and 144 cost together nearly \$2,500; the \$500 was expended on the twenty feet only; the thirteen feet lot I didn't do much to, the first time; when it burned down I rebuilt it; I had no insurance on it; the Greene street property I sold to my brother in 1864 or 1865; at the time my brother bought the York street property, there was a blacksmith shop on the front worth nothing; there was a building in the rear of the lot, with stables under it; it was worth \$300; the building was three stories high; the first story was a stable, the second was used for a store-room, the third was used for making checks; there was another building on the extreme rear of the York street lot, being an extension of the York street lot, worth \$400; there were no other improvements on it when he bought it; since he bought it he has put an additional story on the building; on the building on the extreme rear of the York street lot, put a new roof on

it, and repaired the lower part; this was before it was burned; the first repairs cost about \$200; the \$2,500 covers the \$200 repairs to the building on the extreme rear of the York street lot; he put in the sewer in about 1860; it cost \$150 or \$160, or thereabouts; there were no improvements on the Grove street property when I bought it; the lots were entirely vacant; my son has leased out these lots, and buildings have been put on by the lessee; that is the lot on which Christie has his feed store; I sold those lots to my son in 1865, April 13.

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Witness being shown a paper, purporting to be a deed, says, this the deed to my son for the property.

Said paper is offered in evidence, and marked Exhibit D 1, on part of defendant.

I sold the lots to my son for \$3,500, but the deed says \$2,500; we did not think that made any difference so long as he had a deed for it.

(Said deed is objected to on the ground of not being sufficiently stamped.)

I derived no income from the property from the time I bought it 1858 until I sold it in 1865; my son first rented it in May 1867, I think; I think he gets \$330 for it a year; I derived no income from the Greene street property after I bought it, because Mrs. Morehouse was in it and would not go out; my brother derived some income from the York street property after he bought it; he rented it for \$200 per year; Mrs. Morehouse occupied the rear building on the York street property up to the year 1867; after I sold the Greene street property to my brother, I got her out by an ejectment suit; she paid me a little rent for it; she paid me something on account, about \$100 altogether, then she would pay me no more because it leaked so; I then went to work and put a roof on; after I put the roof on she would not pay me any more; she said I was rich and could afford to keep her; she confessed a judgment to me for rent I think

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in 1858; that was to me as administrator, and covered a little over a year; the amount of that was \$150; that was what she and I settled on; she never refused to pay me rent on the ground that she owned the property.

Whereupon the examination was adjourned to Thursday, June 2d, 1870, at ten o'clock in the forenoon at the same place, at which time and place the examination was resumed in the presence of the counsel of the respective parties.

Morehouse died in the summer of 1855, that is what I
 10 always understood; I sold him the York street property in 1851, and the Greene street property I did not sell him; the first time I saw Mrs. Doty was when I went up there to spend the 4th of July, and was after the sales of the property; the property was sold in January; I went up to Mrs. Doty on the 3d of the next July; I had not talked with Mrs. Doty about buying the property before the 3rd of July, 1858; the first time I saw her husband, Mr. Doty, was July 3d, 1858; I had never had any conversation with him about this property or the purchase of it before that; the Greene
 20 street property was under foreclosure when I came in; that property was sold in November 1857 at the Philadelphia Hotel; Mr. and Mrs. Doty were neither of them there at that sale, and I didn't see either of them anywhere that day; Mrs. Morehouse was at that sale; Mrs. Morehouse wanted me to buy that property for her; I told her I wouldn't do it, it might bring so much I wouldn't get my money back again; when she wanted me to buy it for her, she didn't say how she wanted to pay for it; John Nolan was there at that sale; Samuel McLaughlin was at that sale; I did
 30 not know him at that time; there were a number of others there; I can't say for what purpose Nolan was there, he was not there at my request nor for any purposes of mine; I did not, during the progress of the sale, or at any time during the day request Nolan to speak to McLaughlin about bidding on the property; the York street property was sold about January 8th, 1858; Mrs. Morehouse was not present at that sale; I am positive of that; John D. Nolan was there; I did not bid on the property at all that

day ; Mr. and Mrs. Doty were neither of them there when it was sold ; I saw Mrs. Morehouse that day ; she didn't say anything about the sale before it took place ; when she asked ; after the sale, who bought it, I told her my brother, John D. Norris, had bought it, the one who held the mortgage ; she said nothing to that ; she said nothing about its being purchased for her ; the sale of the Grove street property took place about the 13th of January, 1858, at the Philadelphia Hotel ; I was there ; John D. Nolan was there, some others were there ; Mrs. Morehouse was not there ; Mr. Sisson was there, he held the mortgage ; Mrs. Morehouse did not say anything prior to the sale about my buying the property for her ; some three or four years after the sale she said she would like to have those lots ; she said she would pay the money she got from the Pittsburg, Fort Wayne and Chicago Railroad ; the first that Mrs. Morehouse said anything about buying this property, or part of it from me was about 1861 or 1862 ; she said that as the property all belonged to her husband she would like to redeem it ; she said her mother and sister had 20 some money, when I asked her how they were going to pay for it ; I told her so far as I was concerned I had no objections, but as regards the York street lot I had nothing to do with it ; that maybe my brother would consent, and maybe he wouldn't ; she wanted me to go to work and make it all up and see what it would come to ; I did so and handed her the papers ; the bill that is for the three pieces of property ; she has that bill.

Witness being shown exhibit C, 1, is asked if that is the paper ; and he says that is the statement of the three prop- 30 erties that I gave to her. The total amount of it is \$12,-167.19 and the time I gave her that paper I gave her another statement of the dealings between me and her.

Witness being shown exhibit C, 4, says : That appears to be the general account between me and her.

Q. Do you remember what the amount due on the statement you delivered in 1861 was ?

(Objected to).

If I was home I could tell ; I don't remember it ; I have no recollection of the amount of the first bill.

(Objected to by complainant).

When I furnished her these bills she didn't say anything ; the matter then rested for a year or two ; I heard no more about it until she got her money out West from the Railroad Company ; she got it in Wall street by a certified check for the debt ; the amount was \$2,796, and some cents ; after she had that a little while, a month or so, she wanted
 10 to move this property up again ; she wanted to know what it stood in, to redeem it a second time ; I got my son to make it up to May 1st, 1863 ; he made it up and handed her the papers the second time ; it was the statement of the three parcels together, York, Greene and Grove streets.

Witness being shown Exhibit C, 2, says : That is the statement made up by my son to May 1st, 1863 ; this is for the two parcels York and Greene, and don't take Grove in.

Witness being shown Exhibit C, 3, says : That is a statement of the Grove street property made up to May 1st, 1863.
 20 She wished the Grove street parcel made out by itself ; when I furnished her those statements I first furnished her the statement of all the properties together up to May 1st, 1863 ; I think I did ; afterwards she wanted the York and Greene street property by itself and the Grove street property by itself ; when it was all made up together she said it came to too much, she believed she wouldn't take it then ; she told me to make up York and Greene street by itself and Grove by itself ; I made up those statements and gave her the bills.

Witness being shown Exhibit C, 2, and C, 3, says : These
 30 are the bills ; Exhibit C, 2, is for the York and Greene street property and C, 3, is for the Grove street property ; at that time I furnished her a statement of my general account made up to 1863.

Witness being shown Exhibit C, 4, says : That is the

general account I furnished her in 1864, made up to May 1st, 1863; after I had furnished her these separate accounts she said she wouldn't take it; she said there was too much, she was afraid she couldn't get through with it; this statement was made up at compound interest at her request, she didn't want to lose anything by it; when she asked me to furnish these statements that she wanted to redeem it; I told her that I didn't know about the York street lot, that my brother owned it; I did not know whether he would allow her to redeem it or not; she told me to make it up as I know all about it; I did not say anything to my brother about it as I wanted to see what she could do first. Between the time I bought the property, in 1858, and the 1st of May, when these statements were made, I received no income whatever from either the Greene or Grove street properties except \$100 which she paid me; she paid me this the last of 1858 or the first of 1859; this \$100 she paid me on account of rent; when I was administrator and let the property, she agreed to give me \$12 a month; she occupied the Greene street property from 1859 to 1863, the whole of it; the yearly rent of the York street property was \$200; sometimes the property was idle and sometimes occupied, all the York street property; sometimes she collected the rent unbeknown to me, and she promised to pay it to me several times but I never got it. After she said she wouldn't take the property she wanted the bill for the Grove street property; this was right away after she got the bills for the whole property; she said she would let me know about the Grove street lots; after she had the bill for about a month, I asked her what she was going to do about the Grove street lots; she said she was going to take them; she told me to make out the deed to Jane Ann Van Varick; I did make out a deed to Jane Ann Van Varick; I did not sign the deed; I gave it to her, she kept it about a month; I gave it to her to see if it suited her—if it was the way she wanted it; I was over here one day, and asked her about it; she said she had altered her mind, that she wouldn't take it; the lots had nothing on, and she thought in the course of time she would be running in debt, and she would lose what she paid; said I, Mrs. Morehouse, 40

where is that deed I gave you ; she got it and gave it to me ;
now, Mr. Norris, she says, I wish you would try to help
me buy a house and lot here—I want to get a little house
to live in ; when I came over again she said there was a
house and lot down by the canal for sale ; she had then
seen it in the daytime ; she thought that would suit her
first rate ; it was a nice cottage ; she wanted me to go
down and see it ; it was early, candle light ; I told her it
was too late ; she insisted on my going down to see it ; we
10 went down together ; I asked her if she was going to keep
boarders there ; why, said she, do you hear them ; why,
said I, I see them ; she said she didn't want me to sell any
more of the house, and she said she had got enough of that
house ; I came over here again in the course of two or three
weeks ; she had got another little house in view about six-
teen feet front, near Grove street ; I went up there to see
that with her ; we went inside ; she told me what they
wanted for it ; I told her I wouldn't give it ; the price was
too much for it ; I told her wherein it was cramped up,
20 and, in my estimation, it wasn't a saleable house, it was too
narrow ; finally, she thought so herself ; afterwards I heard
of a house and lot in York street for sale ; she wanted me
to go and look at it, to see what I thought of it ; I went to
see it and reported to her what I thought of it ; it was the
cheapest house I had seen yet ; she wanted to know how
much they asked for it, I told her \$3,000 ; I then went
home ; when I came over again, she said she wouldn't take
the house because it was alongside the public school house ;
I told her that was the cheapest house we had seen yet,
30 and she had better buy it if she wanted to get a house ;
she said she didn't want it, there were too many children
around there ; she didn't want to be alongside a public
school house ; I saw the man who owned it, that ended the
matter ; a few weeks after I came over here again ; she said
to me I have bought a house and lot ; where, said I ; said
she, up in York street, come go up with me and see it ; I
went up with her ; we went into the house ; said I, Mrs.
Morehouse, what is the matter with the walls that they
are cracked ; she said, I suppose the house has settled ;
40 Mrs. Morehouse said if it was once fixed it would stay fixed ;

I asked her if the house wasn't on spiles; she said she didn't know; I told her I thought it was; well, says she, I bought it cheap enough; I asked her what she gave for it; she said \$3,000; I said the house that I showed her for \$3,000 next the school house was worth \$1,000 more; I asked her if she was to have the chandeliers; she said she bought it and paid for it with the money I got for her from the Pittsburg Railroad Company for her, and took the deed in her daughter's name; I asked her why she did not take it in her own name; she said she was afraid the New Yorkers 10 would come and take it away from her; after that Mrs. Morehouse never said anything to me about redeeming this property; after she bought the York street property she never said anything to me about redeeming the property my brother and I had bought before she filed her bill; neither her daughter nor her daughter's husband ever said anything to me about redeeming the property I bought; neither of them, to my knowledge, ever said anything to my brother about their having a right to redeem.

Solicitor for defendants offers in evidence a deed (not 20 signed) made by Noah Norris and wife to Jane Ann Van Varick, which said deed is marked Exhibit D, 2, on part of defendants.

(Said Exhibit is objected to by complainants.)

Whereupon the examination was adjourned to Friday, June 3d, 1870, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

After I left here yesterday I went up on the next block; 30 first I went in Mr. Ransom's office; after that I went on the next block to do a job for myself; I wanted to pretty bad before I went out; I went down York street to Greene and Greene to Montgomery, and then down to the ferry boat to go to New York; it was between one and two o'clock when

I left here; it was about twenty minutes past two when I went on board the ferry boat to go home; on the ferry boat Mr. Onslow, the under-sheriff, he said he was, arrested me; he did not say what he arrested me for; I asked him, and he said he had a warrant for me, and he took hold of me and pulled me right off; he said I could resist or go with him; he said he had power to take me up to the court house at Hudson City and lock me up; he said he had a writ to take me up to the court house with him; he took
 10 me right off the boat; I don't think he showed the writ to me on the boat; he showed it to me off the boat; when I saw it was a writ from Hiram C. Johns' wife, or something of Johns, for a debt of \$600; something like that, and costs of \$40 or \$50; I don't know Hiram C. Johns; I wouldn't know him if I saw him; I know his wife well; I have seen him once; he said how d'ye do; passed the time with him; his wife introduced him to me; his wife is Ann Maria Morehouse's daughter, named Theressa, they are
 20 the same persons named as complainants in this suit; they said they had a judgment against me upon which this writ was issued; Onslow kept me in his custody about five hours and a half; I got my discharge in the neighborhood of eight o'clock; I think it was after; I got my discharge by giving security for my appearance before Judge Bedle, on the 20th of June, that is the way I understood it; I got before Judge Bedle by Onslow's taking me there with another deputy sheriff named Lamb; I was taken before Judge Bedle on some kind of a process; I believe I applied to my counsel for a habeas corpus on Onslow to bring me
 30 before Judge Bedle; Judge Bedle fixed the 20th of June, inst., as the time for the hearing on that writ; I had to give \$1,000 bond; I understood it was \$1,000 each; I had two sureties; the accounts I kept with Mrs. Morehouse, as administrator, I kept part of the time at 144 Greene street, and part of the time home; I kept them in a little book about six inches long and four inches wide; the last I saw of that book the counsel for complainant had it here, after the examination; I looked at it yesterday; I parted with the possession of it about 1864; the book I kept over here
 40 began about 1858; I left it there so that when I bought the

things for Mrs. Morehouse she could see if it was right or wrong; she kept it there nearly a year or thereabouts; when I was over there I had it, and made some memorandum on it, and I was looking it over; I found where there were figures on it they had been altered in an '0; I called her attention to it, she said she hadn't altered it; I told her it had been altered by somebody, but I left it there with her, until I came over again; I had the book to set down some charge, and put it in my pocket, and took it home to New York, I kept it there awhile; when she made the proposition to take all this property, she wanted me to make it up; she wanted me to make it compound interest, so I would lose nothing; the last account I made up, and she had it a while, she kept it; that was after May, 1863; after she had it awhile, I asked her for it; she said she wanted it; I told her to give me the book and I would give her a copy of it; I asked her three or four times for it during two or three months, she finally said she would have it copied herself; after awhile I came over again and asked her if she had got through with that book; she said no, she hadn't got it copied yet; that run along so two or three months; I asked her if she wouldn't let me have the book, I would have it copied; she still held out that she was going to get it copied herself; when I asked her for it again she said she had lost it with her purse, as I understood it; I asked her what I was going to do about it; she said I could take an account off of the bills in making up the real estate; I never saw the book again after she said she had lost it, until last summer when I saw it up to the Bergen court house; Mr. Vredenburg showed it to me while I was on the stand; he wanted to know if that was the book I was speaking about, I told him it looked like it; he handed it to me, I took it and said it looked like it, and he immediately held out his hand for it; I did not see it again until yesterday, when I asked Mr. Vredenburg to let me have it to look it over; I told him when I saw him again that he could have it if he wanted it; he said I could have it some time but not then, meaning that I could have it again.

And being cross-examined, he says :

That book I picked up in Greene street, it was one of Morehouse's books ; I can't say whether all the writing in that book is mine ; there was some writing in the book when I got it, belonging to Morehouse ; I think that book contains the names of the men and the money paid the men who were employed by Mrs. Morehouse ; I think it contains the money Mrs. Morehouse paid the men ; the book contains
 10 nothing about the personal property or the real property except that I bought some personal property for her ; I was not her agent at that time ; at the time this book was kept I owned the personal property ; after I bought it I told her she could have it when she paid me this amount ; it is so long since I have seen the book that I can't say whether it contained the accounts of that personal estate ; I kept a book of the estate as administrator of Thomas W. Morehouse ; I don't know that I kept any other book of account with Mrs. Morehouse ; I can't say where I kept the account of the personal estate I bought of the sheriff ; I have got a bill of the
 20 sheriff.

Q. Did she sell the personal property, or any of it, which you claim to have bought at that sheriff's sale ?

A. She told me she did ; I didn't keep any account of that ; I have no copy of this book only the account made out ; I mean the Exhibits that have been offered in this case ; I think those Exhibits are partially copies of this book ; I don't think they are all there.

Q. What is there in the book that is not in the Exhibit ?

30 (*Question objected to on the ground that the book is in possession of complainant's counsel, and he asks further time to produce it, and the book when produced and compared with the Exhibits will show for itself.*)

A. I cannot specify anything that is in the book that is not in the Exhibits, I have not seen it for so long ; I can't say generally what is in the book that is not in the Exhibits.

(*Objected to by defendant's counsel.*)

I told Mrs. Morehouse that that book had been altered while it was in her possession some time in 1859; I had possession of the book after that, I did not correct it where it had been altered; It was altered in this where there was a figure, it was changed to an 0; I discovered other alterations independent of that; I discovered those in 1858 and 1859; those consisted in charges.

Q. What kind of charges?

A. Give me the book and I will show it to you.

Q. What kind of charges?

10

(Objected to).

A. If I can see the book I will show it to you.

Q. Question repeated.

A. The charges are these; sometimes she had no money; she wanted me to come over with money to pay the men; sometimes she was short and wanted me to give her money to pay the men.

(Answer objected to by complainants' counsel because not in answer to the questions).

Q. Question again repeated.

20

A. I cannot tell you without seeing the book.

Q. Is that charge of a figure changed into an 0 the only one you can specify without looking at the book?

(Question objected to).

A. There are more of them.

Q. Name them?

A. Give me my book and I will show you.

Q. Specify them without book?

(Objected to).

A. I can with my book.

30

Q. Do you refuse to specify them without your book?

A. I refuse to specify because you have my memorandum and I can't get to it.

Q. How many alterations did you discover in 1859 independent of a figure changed into an 0?

A. Several.

Q. As many as five?

(Objected to).

A. I can't say without seeing my book, show me the book and I will point them out, that is a memorandum of
10 my own keeping.

Q. As many as three?

(Objected to).

A. Let me see the book and I will tell you.

Q. Last question repeated.

A. I can't say until I see the memorandum; I wasn't present to see in whose handwriting the alterations was; the alterations was in figures; when I had the book all the alterations were in figures; after 1859 I think it was 1861 or 1862 that I had it; I had it up to the time I made up these
20 last bills; after she got the last bills she asked me for the books again; between 1859 and 1862 I do not think I had continuous control over these books; I had control of them part of the time the largest part of the time; I can't say whether I made any entries in the book between 1859 and 1862 without the book; I can't say without the book about what time I made the last entry; I can't say without the book whether it contains all the accounts between me and Mrs. Morehouse; if it does not contain the whole account between me and Mrs. Morehouse,
30 can't tell where it is to be found; I may have another book where a portion of my account with Mrs. Morehouse is contained; I have not looked to see; I don't think I corrected the book when I found the alteration; I can't tell without seeing the book; if I saw the book a long enough time I could tell wherein it is incorrect; when I gave Mrs. Morehouse copies of the account I cannot tell, without see-

ing the book, whether I copied the accounts as they were in the book, or whether I corrected the alterations; I don't know why I didn't correct them; when I didn't have possession of the book Mrs. Morehouse pretended to have; I think it was along about 1864 or 1865 that she told me she had lost the book; I can't tell without my book whether I advanced Mrs. Morehouse any money after 1860; I think I did, though; I can't tell without looking at other memorandums whether this book is the only means I have of knowing whether I advanced Mrs. Morehouse any money after 1860; I think I advanced her money after 1859; the book you showed me yesterday looked like the book I have referred to; It was in my possession a short time yesterday, but not to exceed a minute; I can't say whether it was given to me at the request of my counsel; I think I got it from you; when Mrs. Morehouse asked me to let her have the book, she said she wanted to have it copied; she never told me, when I requested her to give me the book, that I could take it off the old bills made out; the last time I asked her for the book she said she had lost it; and then I said she had lost my accounts; and she said I could make it up from old accounts; I don't know what old accounts she referred to; I don't know whether she said old bills or old accounts; I understood her when she said old bills or old accounts as well as I did in many other things I did with her; I don't know what she meant by old bills or old accounts; I don't know as I asked her what she meant, I may or may not; I can't say whether I remember.

Whereupon the examination was adjourned to Wednesday, June 15, 1870, at ten o'clock in the forenoon, at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties.

And being again examined in chief, he says:

When Mrs. Morehouse wanted me to make out a statement, so that she could redeem the property, she wanted to

repay me the money she had borrowed from me individually ; she did not want me to lose anything ; I cannot ascertain exactly what she owed me without the book ; it was between \$1,000 and \$1,100.

And being cross-examined he says :

I had no dealings with Mr. Morehouse before he purchased this lot in York street from me ; I had dealings with him after this purchase and before his death ; I do not think he owed me any money on those dealings outside of
10 the interest due on the bond and mortgage.

Q. Did you charge the estate of Mr. Morehouse while Mrs. Morehouse was administratrix, or you was administrator with an indebtedness due from Mr. Morehouse to you ?

A. No ; except the bond and mortgage ; I do not know Page's first name ; he came over two or three times to see me if I would become administrator for the estate ; the first time he came over he said Mrs. Morehouse was in trouble and wanted me to come over ; I told him I did not want
20 anything to do with it ; he said if somebody did not do something for her she would be turned in the street ; he urged me to come over ; this was the last of 1856 or the beginning of 1857 ; she came over a week or two after he came ; the next time he came he urged me to come over, as Mrs. Morehouse was in trouble ; I do not know if he used the words, "If I did not come over she would be set in the street," but that was the substance of it ; I came over once or twice to see Mrs. Morehouse before I went to see
30 Mr. Annin ; it was along the last of January or the first of February that I went to see Mr. Annin ; at the first interview he said that I wasn't running any risk if I accepted it, but it would be helping her along ; he urged me to accept it ; I suppose I was there as much as an hour talking ; Mr. Annin said a great many things about the estate, but I can't recollect the conversation, only he urged me to accept the administration ; like enough I told him I never knew an estate but there was trouble in settling it up ; I have settled up one other estate than Mrs. Morehouse ; it was before ;

it was an estate of a person named Cookson ; I don't recollect of administering any other ; no one else was present at that interview with Mr. Annin except Mrs. Morehouse and myself ; I next saw Mr. Annin three or four days after ; the substance of the conversation was about administering ; it was the second or third conversation.

Q. Can you state the conversation any more definitely ?

A. No nearer than that he urged me to administer on the estate.

Q. Can you tell us anything that Mr. Annin said at that 10 interview ?

A. I can tell the substance only that was about administering the estate ; about the second or third interview Mr. Gilchrist came in.

Q. Can you tell me anything that Mr. Annin said at the interview at which Mr. Gilchrist was present ?

A. I can give you the substance, and that is all you will get ; I can't recollect exactly the words ; I can recollect exactly the words Mr. Gilchrist used at that interview ; said Mr. Gilchrist to Mr. Annin : " Mr. Annin, Mr. Norris com- 20 mences this where Mrs. Morehouse left off ; he will soon get through with it ;" said I, how long will it take to get through with it ? Mr. Gilchrist said to Mr. Annin, Mr. Norris will get through with it in two or three months ; then said I, if it will not take longer than that, I don't mind taking it ; I thought it was a long job on hand ; Mrs. Morehouse said : " I want you to administer," (these were the exact words) ; Mr. Gilchrist said that Mrs. Morehouse would have to revoke her administration before Noah Norris could accept it ; Mr. Annin answered that, and said, yes, she 30 would have to do that ; that is all he said ; I suppose Mr. Ransom has got the assignment of mortgage from Noah Norris to John D. Norris ; I don't know whether it was ever recorded or filed ; I executed it ; I can't recollect whether Mr. Annin was the subscribing witness ; I can't say whether Mr. Annin drew it up ; at the time of the assignment to John D. Norris, I think he lived in Elizabeth, N. J., and, I believe, at the time of the assignment of the mortgage, an owner of real estate there ; the assignment was executed the beginning of January or February, 1857 ; 40

it might have been March; I lived in New York at that time, I think in 8th avenue; I was in business at that time; I was a stone-cutter, I think, in 14th street; I am not now in that business; I quit the business along about 1862 or 1863; since that time I have been an agent, settling up business for other people; I was agent for collecting money, making repairs for my brother and my wife; and there was a firm, Vanderbeek & Archer, I did business with; I was collecting of them for the estate of Cookson at the time of

10 settling up the estate; I think it was before the settling the Morehouse estate; I can't say at present who else I was agent for; I never had a lawsuit with Mrs. Cookson direct, but several with the estate; I am still agent for my wife, but not for my brother; the agency for my brother stopped last fall here; I am still doing a little for him in New York; I am collecting rent for him in New York, in 8th avenue, I don't know the number, it is somewhere near the Park; he has owned that property about a year, he and I together; we own it jointly, and have so owned it; I don't recollect

20 the number; it is near the Park, at the head of Hudson street; it is above the Park, on the east side of the street; I don't know how many houses from the Park; when I assigned the mortgage to John D. Norris he paid the face of it, with the interest; he paid me the back interest; I guess there was over two years' interest due on it; if my memory serves me right, he paid me cash; he paid me in New York, somewheres in Broadway; I do not think I saw my brother much before the assignment of the mortgage; I knew Mr. Annin about a month

30 before the assignment of the mortgage; I did not get Mr. Annin to draw up the assignment, I presume he did draw it up, I rather think he did; I may have told him to draw it up but I don't recollect; I may have got him to draw it but I can't say positive; I presume he took my acknowledgment of it when I went up to see Kingsland, the surrogate of Hudson county, with Mr. Annin with the letters of administration; when we had got through, I said to Mr. Kingsland, I have got a short job here, I am going to get through in two or three months; he said, Mr. Norris it will take you as long

40 to get through as if you had taken it first, these are about

the exact words ; when I was appointed administrator I took possession of all the personal property I found there said to belong to Thomas Morehouse, I advertised and sold the property according to Mr. Annin's directions ; Mrs. Morehouse bought the most of it ; there were several other parties there bought some ; this was soon after I commenced settling up the estate ; there were some shares of a building association ; I did not sell those shares, I do not think I knew anything of them at the time I had the auction ; there was a grave-yard lot also, that was sold at auction by itself some time 10 afterwards ; the building association shares were sold to Mrs. Morehouse ; I went up to see the President to find out what those two shares were worth ; he said he had just bought two shares and had given \$158.00 for them and he would give the same for these ; this was the latter part of the settling up of the estate, and it was settled up the latter part of 1858 (upon reference to his book he says it was settled up in February, 1859) ; Mrs. Morehouse told me to sell those shares ; I advised Mrs. Morehouse to buy them ; she said she had no money to buy them ; she urged me take the money 20 \$158 ; I told her I couldn't see it ; I told her if she would buy them I would buy them of her ; she went with me to see Mr. Morris ; she told him she would take those two shares ; I then said Mrs. Morehouse I will take them of you and that will enable you to pay for them ; she did so, and I took the two shares, paid up the dues for some time ; after some time I was notified to come over here to attend a meeting of the shareholders ; there was not enough to elect officers ; it was then decided to go on and sell the property belonging to the association and I believe they made an auction 30 to sell it ; they didn't sell any I believe ; they concluded to sell it at private sale, and went on selling a piece now and then, declaring the result of it among the members when they sold a lot ; I got \$1,271 for it and gave Mrs. Morehouse credit for it on Exhibit C. 4, and allowed her interest on the credit for the time I had it ; I paid the instalments ; there was no arrangement between Mrs. Morehouse and me as to her having the shares back again.

Witness refreshes his memory from a book and says it

was June 2d, 1858, that Mrs. Morehouse transferred those shares to me.

Counsel for complainant asks to look at that book, and the witness refuses to allow him to do so.

September 14th, 1858, in Exhibit C, 4, is a charge of \$5.00 for Building Association; I charged her with it at the time; the reason I charged her with the dividend at the time was I thought she was poor, and wanted her to have the benefit of it; I could not say who I sold the cemetery lot to; my son, Thomas A. Norris, bought it; he gave one dollar for it; that amount appears in my settlement of the estate; I suppose he holds it still; the first sale of the personal property brought \$38.54, the whole of it, when we got through the sale; Mrs. Bolan said we hadn't sold it all; I turned to Mrs. Morehouse and said: How is that? she said there was some silver ware and a gold watch; I asked her where it was; she said at her mothers, above Paterson; Mr. Annin said she would have to get those things and have another vendue; I advertised them seven or eight
10 days and had another sale, altogether the second sale amounted to \$44.74; at the first sale Mrs. Morehouse was the largest purchaser; there were some others but I do not remember them; at the second sale I believe Mrs. Morehouse purchased nearly the whole of it; the tin-ware plates and dies were sold at the first sale.

Q. The goods sold at the first sale, what were they worth about?

A. I don't know the value of them; I got all I could for them; I can't say whether they were worth \$1,000; I can't
30 say whether they worth \$1,500; I can't give any estimate at all on them; I can't tell whether they are worth \$100 or \$2,000; I bought the same goods afterwards at sheriff's sale, I gave \$116 and some cents, that was the sheriff's bill; the judgment under which this sale was made was a judgment confessed to me for the rent; I paid the expenses out of the \$116, and gave the estate credit for the rest; the balance, after taking out the sheriff's expenses amounts to \$81.37; the judgment was for \$150 I think; I can't say whether she gave a note on which judgment was confessed,
40 but it was fixed up between us; there was another judg-

ment confessed to me for \$900 for dealings we had between us ; it was dealings between Mrs. Morehouse and I outside of the estate ; I believe that was in 1858 ; I can't exactly remember ; it was the same time that she confessed the other judgment ; that judgment for \$900 does not appear in exhibit C, 4 ; it does not appear in there, because we thought it was time enough when we settled ; we knew what it was ; this judgment of \$900 was for matters settled up between ourselves ; I do not remember what they were ; she confessed a judgment to me as administrator and another to me 10 as myself.

Q. Was it for moneys advanced by you to her ?

A. It was for debtor and creditor between us and this was the balance ; I can't find the memorandums, Mr. Annin had them.

Q. What dealings did you have with Mrs. Morehouse besides advancing her money ?

A. I can't answer that question any other way than that I assisted her buy things and helped her when she needed it.

Q. What was that \$900 judgment for ?

20

A. For dealings we had between us ; she and I sat down and settled up, and she owed me \$900, and confessed a judgment for it ; she likewise owed me \$150 rent, as administrator, and confessed a judgment to me for that ; she owed me that \$900, it must have been for dealings prior to May 2d, 1868 ; I can't tell what dealings I had with her prior to May 2d, 1868 ; I do not think I put those dealings down in any book ; she did not owe me anything before I became administrator ; after I sold out the goods as administrator, I was over here attending to the business settling up the estate, 30 she wanted some leather from Moffat, I had to do the errand for her ; she told me she wanted it and asked me if I wouldn't do it for her ; she got me to go over to Benham & Whitney, they were in Pearl street ; and I had to go to the Waterbury Brass Company a good many times ; she wanted me to come over and pay her men and help her through ; I did so.

Witness being shown a memorandum book of accounts, says, that is not all in my handwriting.

Q. What part of it is not in your handwriting ?

A. I can't get at it, I can't tell what it is for ; part of the 40

writing is mine but I can't tell what it is for, if I had it four or five days to look over I could tell it.

Q. Is that an account book you kept at the time?

A. It is an account book between her and her men, and when I came over attending to the estate business, she would pay the men and wanted me to set it down for her debtor and credit; I set it down because she asked me to; I sometimes paid the men money and charged it in the book; the receipts are in my handwriting; the entries were made from
 10 time to time on the day they occurred; said book is marked C, 5, on part of complainant for identification; of the handwriting on page 7 and 8 the lower portion is in my handwriting, the upper portion is not; I don't recollect that I recovered any other judgments against Mrs. Morehouse than the \$150 judgment and the \$900 judgment, except a judgment in a replevin suit; the sale by the sheriff to me of the personal property under the judgment, by me as administrator against Mrs. Morehouse, was in 1858; I think I purchased all the goods at that sale; It was sold in lots; I
 20 bought them in for myself; I told Mrs. Morehouse when I bought them that at any time she gave me what I gave for them she could have them; I may have charged her at the time with the amount they brought, but I do not remember; she kept them in possession, and when I asked her what became of some of the things she said she had sold them; I had a suit about these goods; the question before the jury was who owned the goods.

Q. Did you state on the trial of that suit, in your examination as a witness, that you did not charge Mrs. Morehouse with the price of the goods sold at that sheriff's sale
 30 at the time?

A. I dont think I did; I may have charged it, but I have never been paid for it; I may have said that I did not charge her for the goods; I think she told me, after I had bought them, that she would take them; the amount of the judgment recovered against me in that suit by Hiram C. Johns was over \$500; they were the same goods that I had purchased at the sheriff's sale; the assignment of the mortgage by me to John D. Norris was about the time that Mrs.
 40 Morehouse solicited me to be administrator, whether before

or after, I can't say; John D. Norris paid me for the assignment in paper a day or two after the assignment was executed.

Q. Did you ever say to Aaron Doty, or in his presence, previous to the sale of the Greene street property, that you were going to buy that property in for the widow, or words to that effect?

A. Never; I did not, after the sale, tell Aaron Doty that I had bought the property in for the widow, or words to that effect; I never told him that she could have it back at 10 any time by paying me what I gave for it, and did not say so in his presence; I got the Greene street and the York street property insured, shortly after it was bought, for three years; I had the Greene street property and I think the York street property insured in my name; I never told Mrs. Doty or said in her presence that I was going to buy the property in for the widow.

In Exhibit C, 4, under date of May 5th, 1858, "Paid Sheriff H. B. Beatty, \$62.92." Witness says: I can't explain that just now; I don't know whether that is the 20 amount I paid for the sale of the real estate; I do know, but I can't place it now.

In same Exhibit, under date October 21st, 1858, is an item, "Paid taxes on shop fixtures, \$5.00." I paid that; I charged that amount to Mrs. Morehouse, because she wanted me to make up an account of all the place cost, and even wanted me to make up the real estate at compound interest, so I would lose nothing; that is the substance of this sheriff's matter too.

In same Exhibit, under date of May 25th, 1858, is an 30 item, "Paid Sheriff H. B. Beatty, \$116.25." That is the amount I paid the sheriff on the sale of the personal property.

In same Exhibit, under date of April 17th, 1858, is an item, "Costs paid I. Annin, \$27.93." That must be the amount paid I. Annin for the confession of judgment; I don't know whether for the \$150 or the \$900; there is a receipt for that amount; I think Mr. Scudder has that; it was in that suit that the *capias* was issued upon which I was arrested; that suit was tried in May or October, 40

1870; Mrs. Morehouse never collected the rent for the York street property; after John D. Norris bought it, he, John D. Norris, got me to take care of it; Patrick Farrell has been in possession of the York street property for a good many years; I never told Charles G. Sisson that I was going to buy the Grove street property for the widow, or words to that effect; after the adjournment of the examination in this cause, on the 2nd day of June, I went out of here and went up Greene street and into the rear
 10 of No. 144 to do a job for myself; after that went out to Greene street and up to York, and came down York street, stopped a minute with Patrick Farrell, and then came down to Hudson street; I got to the rear of 144 Greene street by going through the cellar adjoining No. 144 Greene street; I did not go in No. 142; my brother went in No. 142 and brought a basket out with him; my brother went down in the cellar to see how they were getting along with the digging, I suppose, and I went in the other part; the water closet is on Porter's lot, but is in the rear of No. 144 Greene
 20 street; the lot the water closet is on, does not belong to me or my brother; I don't know whether I asked Hughes' man how he was going to support a building from under which the dirt had fallen in the cellar; I superintended the rebuilding of the building on lot No. 44 for my brother; he paid me for it; I have a power of attorney from my brother; I made up Exhibit C 3 from the accounts I kept with John D. Norris; I have those accounts in a memorandum home, and I think they are on the book you have got too; these exhibits are in my son's handwriting.

30 Whereupon the examination was adjourned to Tuesday, June 28th, 1870, at ten o'clock in the forenoon at the same place, at which time and place the examination was resumed in the presence of the counsel of the respective parties.

Q. Did you bring over the book which contained the account between yourself and brother for moneys received for and expended on the York street lots which you mentioned in your former cross-examination, and from which

you stated Exhibit C 3 was made up, and which the counsel for complainant notified you to produce at the time?

A. I intended to bring it, but forgot it.

Counsel for complainant notifies the witness, and the counsel for defendants, to produce that book.

I expect I did apply to the orphan's court to sell the real estate of Thomas W. Morehouse, because the estate of Thomas W. Morehouse was insolvent; but I can't say whether I did or not; I left it to Mr. Annin to keep it straight; he was my counsel and I depended 10 on him; I suppose I obtained an order to sell the real estate of Thomas W. Morehouse, but I can't say.

Q. What did you do under that order?

A. I can't say.

Q. When did you obtain that order?

A. It is a good while ago—about thirteen years ago—and I can't remember whether I got that order; I suppose I got it; I can't say why I got the order; I was at the Court House a great many times, but on what business I can't say; I can't say whether it was before or after the sale of the real 20 estate that I got the order; I can't say whether I ever instructed Mr. Annin to get such an order; I believe I have Mr. Annin's bill against the estate somewheres.

Counsel for complainant notifies witness to produce it.

Q. Can you tell, from looking at the paper you handed Mr. Ransom, whether you made application to the Orphans' Court for an order to sell the real estate of Thomas W. Morehouse?

A. I can't say.

Q. Question repeated.

A. I can't say.

Q. What paper was it you handed to Mr. Ransom?

A. I don't know.

Q. Did you put it back in your pocket again?

A. I have got it.

Q. Will you look at it and tell us what it is?

A. No, I will not.

Q. Why won't you look at it?

A. I have looked at it, and can't tell the nature of it, and there is no use in looking at it again.

Q. Can't you read it?

A. Partially, but not all.

Q. What does the part you can read say?

A. I don't recollect.

Q. Will you read that part of it you can read?

10 A. I can't.

Q. Why not?

A. Because I wouldn't know the nature of it if I did read it; I can't say what the nature of the paper is; I can't say whether it was an application to the Orphans' Court to sell real estate; I can't say what the date of the paper is; I can't tell you what the date of the paper is by looking at it.

Q. Won't you look at the paper and tell us the date of it?

A. I can't say.

20 Q. Question repeated.

A. I couldn't tell you the date as I know of, if I did look at it.

Q. Will you produce that paper to the Master?

A. If my counsel consents to it; I have to trust to him what to do; my son, Brainard, is somewhere about twenty-eight or twenty-nine years old; I couldn't tell you exactly his age; I can't tell any nearer now; I can't carry that in my head; his business is manufacturing pipe; he has been in that business about fifteen years, on and off; I suppose he is
30 in business for himself; he has been one of the firm for about three years; prior to that time there was little business doing; for about five years before he went in the firm he did little or nothing; the name of the firm is Norris & Miller they do business in Forty-first street, New York city; Mr. Miller is a nephew of mine; my son bought the Grove street lots from me in 1864 or 1865; he gave me \$3,500 for them; he paid me a debt I owed him; it was a debt that had accumulated when he I were together; he and I were together along
40 was considerable more than \$3,500; I don't recollect how

much more, but I know it was considerable more ; I can't tell about how much ; I gave him a house and lot with an incumbrance, on in New York and these two lots for \$3,500 to square accounts with him ; the lots in New York are on the east side of town.

Q. What is the number of the house and lot and what is the name of the street ?

(Question objected to as immaterial.)

A. I can't tell you the number.

Q. What was the value of the house and lot in New York 10 at the time you conveyed it to your son ?

(Objected to).

A. It was worth about \$6,500 ; when my son and I were in business together we were partners.

Q. Did your son, Brainard T., put in any money in that business ?

(Question objected to and counsel for defendant advises witness not to answer the question).

A. He did ; he put the money in when we went into business ; he put in a few hundred dollars ; I can't tell you 20 how much, it is so long ago ; I can't say where he got it from ; I am agent for my wife for property that she owns.

Q. What property ; where is it ?

A. I decline answering that unless Mr. Ransom says I must.

Q. What property have you of your own ?

(Question objected to).

A. I decline to answer.

Q. When you and your son quit business in 1861, did the firm fail ?

30

(Question objected to).

A. No; I did not give Mrs. Morehouse credit for the rent she paid me on the Exhibit for complainants; I can't say why I did not give credit on them; I cannot mention any other item of money paid me by Mrs. Morehouse for which I did not give her credit; I do not know whether I have got an inventory of the personal property of Thomas W. Morehouse of which I took possession as administrator; it is filed; in Exhibit C, 4, the charge of \$27.93 is not for the foreclosure of John D. Norris' mortgage; I
 10 think it is for the judgment confessed by Mrs. Morehouse as administraror; the entry on Exhibit C, 4, for \$169.74 is for shop rent of estate; I can't say whether I charged Mrs. Morehouse with that amount on the day it bears date, or when I charged it.

Q. It says rent of *estate*; what does that mean?

A. I don't know? I can't say whether, when Mrs. Morehouse confessed judgment to me for the rent, it was for the whole or a part; the record will show when the judgment was confessed; I can't say whether the entry on Exhibit C,
 20 4, was for rent due from Mrs. Morehouse to the estate of Thomas W. Morehouse; I can't tell you; I don't recollect; I sued a man named David W. Stone for false imprisonment; I was a witness in that suit; I don't recollect whether I swore on that trial that "may-be the property wouldn't bring so much that I couldn't get my money back"; I don't say that I did not say that; my son, Thomas A. Norris, is not now living as I know of; Mrs. Morchouse never asked me to convey to her the cemetery lot; I don't recollect whether she asked me to get my son to convey it; I don't
 30 think she did; I don't recollect that I told her that the reason I could not get my son to convey it was because he was not living; John D. Norris purchased the Greene street property from me in about 1864 or 1865; I think he paid me \$1,500 for it if my memory serves me right; he paid me in cash in currency; I used the money to pay my debts, no debts that I owed him; I think he paid me in Cortlandt street, but I can't rightly say; I sold him the property because I wanted money; John D. Norris appointed me his attorney to look after that property shortly after he bought
 40 it, I think; I don't exactly recollect; at that time I was

attending to the York street property; at the time he purchased the property there was no understanding between us that I was to take charge of it, that came in afterwards; I did not act as his agent until about the time he gave me the power of attorney.

Q. What was the cause of your suit against David W. Stone?

(Objected to.)

A. He brought a police officer there and took me off the premises, 142 Greene street. 10

Q. Was the verdict of the jury against you in that case?

(Objected to as improper.)

A. I didn't hear what their verdict was, only from what I was told.

Q. What was their verdict?

(Objected to.)

A. I never went to see.

Q. (Question repeated)?

A. I can't tell you; I never heard them give their verdict; I can't tell you of any bill I collected and paid over 20 to Mrs. Morehouse; I can't say whether I had been discharged from arrest under the *capias* in the Hiram C. Johns suit; after my arrest the argument on the *habeas corpus* was set down for June 20th, at the court house; on that day the Judge did the same as he did on the other cases; I can't tell you what he did; I understood from others that were there that he would decide it at five o'clock on that day; I could hear him, and don't know what he did at five o'clock; I can't hear very good; I was told that the Judge put off the decision of it until July 5th; I can't say whether I 30 believe he did do that; I think the sheriff told me I would have to be at the court house on the 5th day of July, but I can't say.

And being again examined in chief, he says :

When I sold the personal property of Thomas W. Morehouse, as administrator, Mrs. Morehouse bought the larger portion of it and paid me in money ; I did not advance her money to pay for the building loan stock, she never has paid it ; I charged her with it on the administrator's account ; I kept up the payment of monthly instalments on it about two years, the monthly payments were about \$5 ; when it was finally settled up I got the money for it and gave Mrs. Morehouse credit for it ; I charged her with the amount I credited the estate with ; she said I was rich enough, that I did not want it, and she would be pleased if I gave her the proceeds of it, and I gave her all the benefit of the purchase ; the rent of \$150, for which she confessed a judgment to me as administrator, was secured by lease.

Witness being shown a paper marked Exhibit D, 3, says :
That is the paper.

Said Exhibit is offered in evidence on the part of defendant.

20 (Exhibit objected to.)

The judgment for \$900, which was confessed to me individually was made up between us for dealings we had together.

Q. Did she owe you that amount of money ?

A. She said she did, and there's the judgment ; the property I sold under these two judgments was the same property I sold as administrator ; I think she had added a little but not much ; the sale under the judgment brought \$116 ; I bought the property at that sale ; I left it there on the premises, the reason I left it there was because I thought it sold cheap enough, and I owned the premises where it was, and had no other place to take it ; I left it in the large building and she was making baggage checks in the small building ; I told her after I bought the property that if she would give me what I paid for it she could have it ; she went on and sold some part of it ; I finally took the property away ; I

took it away in about 1867, along thereabouts; I was sued for it by Hiram C. Johns and Theressa his wife, formerly Theressa Morehouse, they claimed to be the owners as near as I can make out; I can't tell how they came to be owners, I never sold it to them; they got judgment against me, that's what they say; it was upon that judgment I was arrested, while my examination was going on before Mr. Romaine; Mrs. Morehouse never paid me any rent as administrator.

Witness being shown paper marked Exhibit D 4, says ¹⁰ that is the bond I gave Sisson on the Grove street lots for part of the purchase money.

Said paper is offered in evidence on part of defendants.

(Exhibit objected to).

Witness being shown paper marked Exhibit D 5, says that is the mortgage given to secure the bond D 4, to Sisson for part of the purchase money.

Said paper is offered in evidence on part of defendants.

These Exhibits are the bond and mortgage given on the purchase at the sheriff's sale. 20

Witness being shown Exhibit D 6, says that is the deed given by the sheriff to me for the Greene street property.

Said paper is marked and offered in evidence on the part of the defendants.

Witness being shown paper marked Exhibit D 7, says that is the deed from the sheriff to John D. Norris for the York street property.

Said paper is offered in evidence on the part of the defendants.

Witness being shown Exhibit D 8, say that is a deed ³⁰ from the sheriff to me for the Grove street property.

Said paper is marked and offered in evidence on the part of the defendants.

Witness being shown paper marked Exhibit D 9, says that is a deed from me and my wife to John D. Norris for the Greene street property.

Said deed is offered in evidence.

(Exhibit objected to.)

Witness being shown a paper marked Exhibit D 10, says that is a power of attorney given by my brother to me to collect the rents of No. 22 York street.

Said paper is offered in evidence on the part of defendants.

(Exhibit objected to.)

Witness being shown Exhibit D 11, says that is a power of attorney from John D. Norris to me to collect the rents of 142 and 144 Greene street.

Said paper is marked and offered in evidence on the part of the defendants.

(Exhibit objected to.)

Witness being shown a book marked Exhibit D 12, says that is a book by which I settled up the estate, and the 20 receipts show the dividends paid.

Said book is offered in evidence on the part of the defendants.

(Exhibit objected to.)

I ceased collecting rents for my brother about September, 1869; after Mrs. Morehouse was sold out by the sheriff under the judgments she continued in the check business; I went security for her in New York, (what they call running security), to the amount of 150; I gave her a writing to that effect.

30 (Objected to by complainants).

I had to pay over \$1,000 for her on that account; she never paid it back to me.

(Objected to).

These amounts I paid for her are on the accounts I furnished her in 1863; the piano charged against Mrs. Morehouse in the account was for Theressa; she wanted it and she said she could give music lessons and soon pay for it; Mrs. Morehouse and I went to get it; I paid \$150 for the piano and \$7 for the stool, I never got my money back.

(Objected to.)

10

Mrs. Morehouse asked me to give her a deed for the Greene street property in 1864 or 1865.

(Objected to).

When I came over here to her place in Greene street, along towards night, she and her daughter would be there; she would tell her daughter to go out a little while, and come and sit down beside where I was, and said, Mr. Norris, you know you are a rich man, you don't suffer as I do; this property that belonged to my husband I would like to have; you might give me a deed for all this; it would be 20 nothing to what would be coming to your son and daughter; she said it would be nothing to their part; I suppose if she asked me once, she asked me more than a dozen different times; she wanted me to say, yes, I would do it; I told her she had never helped me earn any of it, and it wouldn't be right for me to give it to her; furthermore I told her that my wife wouldn't sign the deed; she said she didn't care whether she did or not; said she, give me your deed for it, I will take that; I told her I would see about it; she did not propose to pay me anything for it. 30

And being again cross-examined, he says:

I did not pay Mrs. Morehouse the money I got from the building association; I used the money to pay her debts in

New York, through her request; I paid her bills in New York; I paid this money for her bills in 1859, 1860, or 1861; I received \$700 of the money from the building association, after February, 1863; I paid her bills before that time, and she was owing me money; I did not pay the money received from the building association directly to the creditors of Mrs. Morehouse, but I paid them before I received the money, and when I received that money I gave her credit for it on what was due from her to me; if I had
 10 not, she would have owed me a great deal more since June 1st, 1863; I don't know wherein I have received any money that should be credited to her; she and I fell out on that date and couldn't agree; I couldn't do anything with her; I don't recollect of anything else that should be put to her credit except what is in the account; Mrs. Morehouse never paid me any rent in cash while I was administrator of Thomas W. Morehouse's estate; I am sure of it.

Witness being shown the receipt for rent on Exhibit D 3, says:

20 Mrs. Morehouse never paid it; the receipt was written by Mr. Annin, but I did not sign it, because she refused to pay it; when that lease was drawn up, I suppose there was a month's rent due; I went to Mrs. Morehouse with the lease, and if she has paid me \$12.50, I would have signed the receipt.

Exhibit D, 12, being shown the witness, he says: That is not taken from any other paper or memorandum; it is not all in my handwriting; part of it is; the part that is not in my handwriting is in Mr. Annin's; there are no others' handwriting in the book except the signatures to the receipts;
 30 the \$620 to Mr. Annin from the estate was paid him in full; the \$900, for which judgment was confessed to me by Mrs. Morehouse, might have been put in a note; I don't recollect whether it was two or three notes, I can't remember.

And being again examined in chief, he says:

Witness being shown a book marked Exhibit D 13, says:
 That is a book of the Building Loan Association.

sale, under my foreclosure; I don't see any person I
 can recognize, except John D. Nolan, who was present
 at the sale; there were several others; I have seen Sam
 McLaughlin since that day; he was not at the sale of the
 York street property; Mrs. Morehouse was not present at
 the sale; I know Mrs. Doty, Mrs. Morehouse's mother;
 she was not present at that sale; I bid the property off for
 \$1,000; nobody bid against me; I bid for myself; there
 never was any understanding between me and my brother,
 10 or between me and Mrs. Morehouse, or anybody else, that I
 was bidding on the property for Mrs. Morehouse's daughter;
 I never heard of any such understanding until the process
 was served; it was a fair, open sale; there was no collusion
 between me and anybody else; I used no influence with
 anybody to prevent them from bidding; I was willing to
 bid on the property to the amount of my mortgage and in-
 terest; I supposed somebody would bid \$2,000 or \$2,500 on
 the property; it was well worth \$2,500; I was astonished
 that nobody bid on it; the amount of my mortgage was
 20 \$2,300; the face of the mortgage was \$2,000; the property
 has doubled in value from the rise in real estate; Farrell
 paid me \$200 a year for the property right along; I believe
 he had been paying that before; no repairs have been put
 on the property since I owned it, except what Farrell has
 put on it himself; my brother has put some sewers in to
 benefit his houses; Noah Norris was present at the sale; I
 did not hear Noah suggest to anybody that they must not
 bid against him, as he was buying it in for the widow; I
 have not heard such a suggestion, only since the suit was
 30 commenced; my brother, Noah, did not bid on the property
 at all; I did not see Mrs. Morehouse at all on the day of the
 sale of that property; I was not present at the sale of the
 Greene street property; I bought that property from my
 brother because he got in some sort of a snarl, wanted some
 more money; I bought it of him for \$1,500; he gave me
 a deed, and, at time it was given, I paid him in cash; at the
 time I took the deed I did not see Mrs. Morehouse; Mrs.
 Morehouse nor Mrs. Johns ever intimated to me that they
 had a right to redeem it, and Noah Norris never told me
 40 that they claimed a right to redeem it; in January, 1858, I

should think \$1,200 to \$1,500 was a good price for the Greene street property; I suppose it is now worth \$4,000; the buildings have been repaired since 1858, at an expense of \$3,000.

(Objected to.)

I was not present at the sale of the Grove street property; I have no idea of what it was worth in 1858; I have never seen it; I don't remember when I first heard that Mrs. Morehouse and Mrs. Johns claimed the right to redeem that property; the first I knew of it was when they served the 10 process on all of us in this suit; Mrs. Morehouse or Mrs. Johns never gave us notice that they claimed the right to redeem, until they served the process on us; they never offered to pay us the money paid for either of the properties.

And being cross-examined he says :

I think I never saw Mrs. Morehouse until after I had purchased the York street property, and that six months; I then saw her at her dwelling in Greene street, No. 144; I don't know that I saw her after that to know her until 1862 or 1863; it was in 1863 when I come to think of it; she 20 was then in that same building; I did not see her after that until after this suit was commenced, since when I have seen her frequently: I never saw Mrs. Doty until I saw her as a witness in this suit before Mr. Flemming; Noah Norris employed Mr. Annin to draw the assignment of the mortgage; I think he had some of the money for the assignment before he gave it to me, and the rest after; I think my brother must have paid Mr. Annin for drawing the assignment of the mortgage; I don't recollect that I paid him; at the time my brother assigned this mortgage to me 30 I knew that Thomas W. Morehouse was dead; I don't recollect of any conversation with my brother about the interest being in arrears on the mortgage, I think though I must; I rather think I understood that the estate of Thomas W. Morehouse was insolvent; I don't remember in what kind of money I paid my brother for the assignment but

I think it was in bills ; I don't think I paid for the whole of the mortgage at once ; I paid him the balance before I foreclosed it ; I think when I took the assignment ; I could not tell you where I got the money from ; I kept a bank account at that time ; I do not remember whether I drew it out of the bank or not ; my brother never paid me any of it back ; it would be almost impossible for me to define any one place where I paid him the money ; I remember his coming out to Elizabeth and getting some money ; I can't
 10 tell when I first heard that Noah Norris was administrator of the estate of Thomas W. Morehouse ; somewhere about the time of the assignment ; I can't tell whether before or after ; I think my brother, Noah Norris, took the mortgage to Mr. Annin to be foreclosed ; I think we were together and went in to Mr. Annin ; I had known Mr. Annin about a year before ; I think I held the mortgage about six months before I commenced to foreclose ; I held it so long, because I wasn't in want of the money, and from what my
 20 brother told me I was in hopes he would bring it about ; I can't remember what I paid Mr. Annin for foreclosing, but somewhere about \$50 or \$60 ; I think the sale of the property was adjourned once ; I was present at the time it was adjourned ; it was about a month after I bought the property that I appointed Noah Norris my agent . I collected the first quarters rent myself ; after that Noah collected the rent, with very few exceptions all the time ; he has continued my agent up to last fall.

Witness being shown Exhibit D, 10, says : That is in my handwriting ; I gave him that paper May 24th, 1859 ;
 30 Noah Norris paid the costs of the sheriff's sale for me ; I don't know whether it was on the day of the sale ; I have the sheriff's receipt for it but not with me ; it was through the advice of Mr. Annin that I put in a claim for the difference between the amount the property brought and the amount of the bond to Noah Norris, administrator of the estate of Thomas W. Morehouse ; I paid for the drain that was put in York street lot, my brother Noah superintended it ; I can't tell when that was done ; it was some years ago ; I can't tell now how much it cost ;

I think there was a tin roof put on the building on the rear of the York street lot ; Noah superintended it ; I can't tell when it was, or how much it cost ; I left all the business of making repairs to Noah Norris ; I have agreed to sell the York street lot to Patrick Farrel for \$5,000 ; I agreed to sell it to him before the commencement of this suit ; my brother accounted to me from time to time for the rents he collected and the moneys he had expended ; a settlement was made about once a quarter.

Whereupon the examination was adjourned to Friday, 10 September 30th, 1870, at ten o'clock in the forenoon at the same place.

At which time and place the examination was resumed in the presence of the counsel of the respective parties, when the counsel for the complainant not wishing to examine the witness further his examination was closed.

JOHN D. NORRIS.

Taken, sworn to, and subscribed this 30th day of September, A. D., 1870, at Jersey City, before me,

ISAAC ROMAINE, 20
Master in Chancery.

Abraham S. Jackson, a witness produced on the part of defendant, being duly sworn on his oath, saith :

I am an attorney and counsellor at law of the Supreme Court of this State ; I foreclosed a mortgage on property known as lots eight and nine, in block one hundred and fifty-six, in Jersey City, and being twenty-five feet wide on Grove street, one hundred and twenty-five feet on South First street ; the property was sold under decree of foreclosure, December 1st, 1862, to James Lyall for \$2,900 ; 30 the two lots ; that was all they could be made to bring, they were probably worth more, but as sheriff's sales are cash sales, property is sold at less than its value ; I suppose the true valuation of that property was \$3,500 ; the two lots on Grove street are worth more than the two spoken of, but

there is not much difference; the corner lot is worth more than any other lot; there is very little difference in value between the two lots on Grove street and the two lots spoken of; I think lots in that vicinity were worth more in 1864 than 1858; they were worth twenty or twenty-five per cent. more in 1864 than in 1858.

And being cross-examined, he says :

One of the defendants bought the property, he paid cash for it however. There is a brewery on the opposite corner
10 of South First street.

A. S. JACKSON.

Taken, sworn to and subscribed, this 30th day of September, A. D. 1870, at Jersey City, before me,

ISAAC ROMAINE,
Master in Chancery.

Whereupon the examination was adjourned to Monday, October 3d, 1870, at eleven o'clock in the forenoon at the same place.

At which time and place the examination was resumed in
20 the presence of the counsel of the respective parties.

Brainard T. Norris, a witness produced on the part of the defendants, being duly sworn, on his oath saith :

I reside at 410 West 47th street, New York; I have lived there about twelve years; I am a son of Noah Norris; I was 33 years of age last June; I bought some property in Grove street, Jersey City, of my father, which is in controversy in this suit.

Witness being shown Exhibit D, 1, on part of the defendants says: That is the deed for the property; I paid him
30 \$3,500 for the two lots; I was in business with him in 41st street between 2d and 3d avenues, in the manufacture of drain pipe, and after the expiration of the partnership, in

the settlement, this deed was given me for a portion of my profits. I knew Mrs. Morehouse and her daughter Theressa, now Theressa Johns; I suppose I have known Mrs. Morehouse for fifteen years, perhaps longer; I can't say that I remember Mrs. Johns when I first saw Mrs. Morehouse; I might have seen her then too; I do not know Mr. Johns, her husband. Prior to April, 1865, Mrs. Morehouse had called at my father's house, and before Mrs. Johns was married, she and her mother called at our house and staid there one Saturday night and Sunday; this was prior to April, 10 1865, but I think not long before. Before I bought this property from my father I did not hear that Mrs. Morehouse and her daughter claimed to have the property conveyed to them; my father had spoken to me about Mrs. Morehouse wanting to redeem the property; I don't know whether the whole of it, and wanted me to make up the bills. As far as my memory serves me I think I made out two sets of bills, one to February 1st, 1861, I believe, and the other to May 1st, 1863; the first set was made out with a view to allow Mrs. Morehouse to redeem the property, and I think the 20 other set was made out for the same purpose; I heard my father say this.

Witness, being shown Exhibit D 2, says that deed is in my handwriting; I expect the reason why that deed was not executed was, because Mrs. Morehouse was not able to redeem it; I only knew this from having heard it.

(Answer objected to by counsel for complainants.)

Witness, being shown Exhibits C 1, C 2, C 3 and C 4, says: These are the accounts I made out; the first was made out for the purpose of allowing Mrs. Morehouse to 30 redeem the property; my father told me to make it out; the others were made out, I suppose, for the same purpose; the first bill, C 1, has interest calculated to February 1st, 1861, and, I suppose, was made out a month later; I think Exhibit C 2 was made out a month or two after May 1st, 1863; I think Exhibit C 3 was made out the same time as Exhibit C 2; all I know about it is what I see here; it is a

statement amounting to \$3,584 95; Exhibit C 4 must have been made about a month after May 1st, 1863; all I can tell about it is what I see here; it seems to be a general account; my father instructed me to make it out, and I did; I never heard from Mrs. Morehouse, or my father, or any one else, that there was an agreement between my father and Mrs. Morehouse, that the property was to be bought by my father for Mrs. Morehouse or her daughter; there are two sets of these accounts, I think—one calculated at simple, 10 the other at compound interest; I first heard from my father, I cannot tell when, that Mrs. Morehouse and her daughter claimed that the property had been bought in for them; it must have been before the suit was commenced; it was after I got my deed; I couldn't say positively whether I saw Mrs. Morehouse after I got the deed; neither Mrs. Morehouse, Mrs. Johns, or her husband, notified me that they claimed the right to have this property conveyed to them; they never gave me notice of any kind, before they brought this suit, that they had a claim of any kind on the 20 property I purchased from my father.

And being cross-examined, he says :

There is a set of accounts made out at simple interest among the Exhibits I hold; Exhibit C 2 is made out at compound interest; the others are made out at simple interest; all I know is what I see; I know that at the time I made out one set at compound interest, and one at simple interest; I think the compound interest was made out May 1st, 1863, and shortly after that the simple interest; I find upon examination of Exhibit C 2; that the same is mixed— 30 part is made out at compound interest, and part at simple interest; I know that I made out accounts—one at simple interest, the other at compound interest, but whether they were similar I can't say; I mean whether the original items were similar; I was not in business with my father at the time I bought the lots in Jersey City; our partnership lasted from July 1st, 1858 to July 1st, 1863; in 1858, when we started the partnership, I did not put in any money; on our settlement, my father was indebted to me, and I gave him

\$3,500 for the property ; for some three years after we commenced business it was very good ; after that it became worse ; I think my father was indebted to me about \$5,000 ; I did not take these lots in full payment ; in August 1862, and before the dissolution, I took a house and lot in 39th street ; this property and what I took out the business about squared us up ; I consider it so ; I never went with my father and mother to Mrs. Doty's at Peapack ; Mrs. Morehouse went with them ; they went to spend a Fourth of July, but I can't say what time ; I am now in the drain pipe 10 business with a cousin of mine ; have been since May 1st, 1867 ; when my father and I dissolved partnership, we did not sell out ; the place remained as it was until we commenced again ; Mr. Miller and I carry on the business at the same place that my father and I did.

And being again examined in chief, he says :

The Grove street lots, when I bought them, were worth, I suppose, what I allowed for them ; they were worth more than they were in 1858 ; I own them now ; they may have been worth more than I allowed for them. 20

And being again cross-examined, he says :

The items on my account, I got part of them from a book which Mrs. Morehouse had, and which you now have.

Witness being shown a book, says : That is the book I referred to ; Mrs. Morehouse wanted that book, and my father gave it to her to look over ; I only know that my father gave it to her from what he told me.

(Objected to by counsel for complainants.)

The rest of the items, not got from the book, I got from some books and papers of my father ; the portion relating 30 to the York street property, I think, I got from same papers or memoranda of my father's ; he gave them to me and I made out the account.

BRAINAED T. NORRIS.

Taken, sworn to and subscribed this 3d day of October,
A. D. 1870, at Jersey City, before me,

ISAAC ROMAINE,
Master in Chancery.

Alexander Wilson, a witness produced on the part of the defendants, being duly sworn, on his oath saith ; I am a real estate agent ; have been in that business for about four years ; I have been acquainted with the value of property in Jersey City ; I know the lot owned by John D. Norris, occupied
10 by Farrel, the blacksmith ; it is a full lot, 25 feet by 100 feet, and, at that time, January, 1858, was worth about \$3,000 ; I know the lot where Morehouse's tin store was ; it is 25 feet by 40 ; I should think, in January, 1858, it was worth \$2,500 ; I know the Grove street lots in question ; in January, 1858, these two lots were worth about \$2,000 a lot.

And being cross-examined, he says :

In 1858, I think there was an old blacksmith shop on the York street lot ; after Morehouse bought the Greene street lot, he extended the building across the rear of the Greene
20 street lot ; I speak of the value of the York street lot as without any improvements on it ; I speak of the value of the Greene street lot before Mr. Morehouse improved it ; I should think the Greene street lot is now worth between \$4,000 and \$5,000 ; the York street lot, with the building, is now worth \$7,000 ; In 1857 I was a stonecutter ; I fixed my valuation of the property as what it was worth in 1857.

ALEXANDER WILSON.

Taken, sworn to, and subscribed, this 3d day of October,
A. D. 1870, at Jersey City, before me,

30

ISAAC ROMAINE,
Master in Chancery.

Counsel for complainant offers in evidence the account book referred to, which is marked Exhibit C 6, on part of complainants.

Complainant's Testimony.

| | |
|------------------------------|------|
| Baron Doty | 1. |
| James Gopjill | 12. |
| Mr. Morehouse | 14. |
| Theresa Doty | 50. |
| Alper Morris | 58. |
| Theresa Johns | 72. |
| Thurme Van Houten | 83. |
| M. Francis | 88. |
| Margaretta Lees | 95. |
| Minna M ^c Farland | 99. |
| Ch. Sisson | 102. |
| B. Decker | 104. |
| M ^c Laughlin | 106. |
| D. Nolan | 107. |

Defendant's Testimony.

| | |
|-----------------------------|------|
| John Norris | 114. |
| John D. Norris | 155. |
| Abm ^s S. Jackson | 159. |
| T. Norris | 160. |
| A. Wilson | 164. |

