Phillips & Boswell, printers, Trenton.

New Jersey Court of Errors and Appeals.

IN CHANCERY OF NEW JERSEY.

Between

REEVES AND OTHERS,
and
COOPER AND OTHERS.

On motion to dissolve, &c.

B. Gummere moved to dissolve the injunction, on the ground of want of equity in the bill.

A. Browning argued against the motion.

Attorney General Dayton replied.

THE CHANCELLOR. This injunction must be dissolved upon both grounds taken on the argument of the motion—that a party asking equity must do equity—and that a party cannot have relief in equity where he has an adequate remedy at law.

There is a judgment in attachment in the Supreme Court 10 against the complainants for upwards of one hundred and seventy thousand dollars. Five thousand shares, or more, of the capital stock of "the Cumberland Nail and Iron Company" were attached as the property of the defendants. The auditors have advertised the stock for sale. The complainants ask this court to interfere, on the following grounds: *first*, that the law of 1855, under which the attachment was issued, is unconstitutional, and the proceedings therefore void; *second*, if constitutional, it was repealed, although after the judgment, yet before it was executed, and that there 20 was no saving clause as to pending suits; *third*, that the attachment was not properly executed by the sheriff; and, *fourth*, that the capital stock of an incorporated company is not the subject of attachment.

The bill admits that the debts due from them to the plain-

tiffs and creditors under the attachment are honest debts, and that they are now due and owing.

They give no reason why they should not promptly pay them. They complain that the defendants have obtained an advantage at law, and by the aid, and under the direction of a court of law, are appropriating their property to pay these debts. This court cannot deprive the defendants of their legal advantage, unless the complainants pay what they justly owe. They can relieve their property without the aid of this
10 court. All they have to do is to pay the debt. Nothing can be plainer than that this court ought not to relieve them upon any other terms. It is a plain case for the application of the maxim—a party asking equity must do equity. "Courts of equity never interfere to deprive a plaintiff at law of any legal advantage which he may have gained, unless the party seeking relief will do complete justice by paying what is really due. Indeed they have, upon the same principle, gone so far as to refuse their assistance in relieving against a judgment obtained by fraud." *Payne* v. *Dudley*,
20 1 *Wash. Rep.* 199; *Small* v. *Brackley*, 2 *Vern.* 602; *McDonald et al.* v. *Neilson*, 2 *Cowen* 139; *Lee* v. *Ins. Co.*, 2 *Alabama* 21.

On the other ground, also, the injunction must be dissolved. The proceedings complained of are in the Supreme Court. That court is competent, and is possessed of every facility that this court has of determining the questions raised by this bill, and giving adequate relief to the parties, if they are entitled to any. This court is asked to interfere with a judgment of the Supreme Court, and to prevent a sale
30 under its order, on the ground that the proceedings in that court are erroneous and contrary to law. This court is asked to correct alleged errors in the judgment and proceedings of the Supreme Court. It possesses no such jurisdiction. It is true a court of equity will sometimes interfere and grant relief against a judgment obtained by fraud or imposition, and also a judgment obtained under circumstances of extraordinary hardship, as where the defendant in the judgment was ignorant of the fact upon which he relies for relief pending the suit, or it could not have been received as
40 a defence, or he was prevented from availing himself of the

defence by fraud or accident, or by the act of the opposite party, unmixed with negligence or fraud on his part. *Foster* v. *Wood*, 6 *Johns. Chan R.* 87; *Kinney* v. *Ogden's admin's*, 2 *Green's. Ch. R.* 168. But where the party has presented the matter, which he claims as the ground of his relief to a court of law, and the court have decided against him, or when, through his own negligence, he has failed to present it to the court in which the suit was pending, this court can grant no relief. It has no authority to set in judgment to correct alleged errors of courts of law, and it will not aid a 10 party who, through his own sheer negligence, has involved himself in difficulty.

Every one of the questions presented by this bill are questions more appropriately belonging to law than equity. The constitutionality of the act of the legislature; the effect of the repealing act; the execution of the attachment; and the liability of the stock to be attached, are questions eminently proper for a court of law to deal with. Why should this court interfere? It does not appear, by the bill, that these questions have been brought to the notice of the Supreme 20 Court, and no reason is given why they have not. This court is asked to interfere with parties prosecuting their rights in the Supreme Court, and to remove the proceedings from that tribunal into this court for the purpose of settling here questions of pure law. It cannot be done.

It would be extending the jurisdiction of the court beyond anything that had ever been claimed for it before. The Supreme Court has cognizance of the case. The questions involved are all pure questions of law, and the court has the power to give the party adequate relief, if he is entitled to it. 30

The injunction must be dissolved with costs.

Phillips & Boswell, printers, Trenton.

New Jersey Court of Errors and Appeals.

IN CHANCERY OF NEW JERSEY.

Between

DAVID REEVES AND OTHERS, appellants,
and
EDWARD COOPER AND OTHERS, appellees,

On bill, &c.

To the Honorable Benjamin Williamson, Chancellor of New Jersey.

Humbly complaining, show unto your Honor your orators, David Reeves and Samuel A. Whitaker, of Phœnixville, in the state of Pennsylvania, and Samuel J. Reeves, of the city of Philadelphia, in the said state of Pennsylvania, and Robert S. Buck and Robert C. Nichols, of Bridgeton, in the county of Cumberland, in the state of New Jersey.

That your orators are the members of the partnership firm of "Reeves, Buck & Co.," of the city of Philadelphia, which firm formerly held and owned the extensive and valuable iron works at said Phœnixville, in the state of Pennsylvania, known as the "Phœnixville Iron Works," at which works your orators were largely engaged in the manufacture and sale of railroad and other iron; that in or about the year eighteen hundred and fifty-six, under an act of the legislature of the state of Pennsylvania, your orators became and were incorporated and made a body politic and corporate, by the name of the Phœnix Iron Company, with power to manufacture and sell iron and to purchase and hold real estate and other property necessary and proper for such objects or purposes; and that, under and pursuant to the said act of incorporation, your orators and other persons associated with them, subsequently organized themselves as such corporation, and acquired the title to the said iron works, and the personal and real estate appertaining thereto, since which the said iron

works and business appertaining thereto have been held and conducted by said corporation in its said corporate name, and the said partnership firm of Reeves, Buck & Co. has continued in existence mainly for the purpose of settling or winding up their said partnership business, or rather merging it into the business of said corporation.

And your orators further show, that, on or about the twenty-first day of April, eighteen hundred and fifty-seven, the said the Phœnix Iron Company, in the prosecution of its
10 legitimate and proper business, made its promissory note, of that date, for the sum of nineteen hundred and fifty-seven dollars, payable to the order of the said Reeves, Buck & Co. six months after the said date thereof, by whom it was afterwards duly endorsed and negotiated.

And your orators further show, that the said promissory note, having been made and negotiated as aforesaid, subsequently came into the possession of Edward Cooper, Abram S. Hewitt, James Hall, and Charles Hewitt, partners trading in the name, style, and firm of "Cooper, Hewitt & Co.;" and
20 not being paid at maturity, the said Cooper, Hewitt & Co., on the twenty-fourth day of November, eighteen hundred and fifty-seven, claiming that the said Reeves, Buck & Co. were in failing circumstances, caused an affidavit to that effect to be filed in the office of the clerk of the Supreme Court of this state, and writ of attachment to be issued thereon under the late act of the legislature, then unrepealed, entitled, "A further supplement to the act, approved April sixteenth, eighteen hundred and forty-six, and entitled, an act for the relief of creditors against absconding and absent debtors," in favor of the
30 said Cooper, Hewitt & Co. against the real and personal estate of your orators, trading, as aforesaid, in the said county of Cumberland, to which writ of attachment, returnable on the fifth day of December, A. D. 1857, (it having been delivered to the sheriff of the said county of Cumberland) the said sheriff, on or about the said return day thereof, made the following return, to wit: "By virtue of the above mentioned writ of attachment, hereunto annexed, I have, with the assistance of Daniel W. Woodruff, a discreet and impartial freeholder of the county of Cumberland, made a just and true inventory and
40 appraisement of all the property and estate of the defendants,

David Reeves, Samuel J. Reeves, Robert S. Buck, and Robert C. Nichols (the said Samuel A. Whitaker owns no goods, chattels, rights, credits, or real estate within my bailiwick,) to wit:

1. *The property of the said David Reeves.*

1. All the said David Reeves' right and interest in a tract of brush land, situate in the township of Deerfield, called the Merseilles land, containing one hundred acres, more or less, valued at	$1,000.00	
2. All his right and interest in a tract of brush land, in Bridgeton township, called the Johnson land, containing fifty acres, more or less, valued at	500.00	10
3. All his right and interest in a lot of cripple and swamp in Lebanon branch, containing three acres, valued at	30.00	
4. All his right and interest in lot of brush land and old field in the township of Fairfield, called the Montgomery land, containing fifty acres, more or less, valued at	500.00	
5. All his right and interest in a tract of brush land, situate in the township of Deerfield, county of Cumberland, called the Miller land, containing one hundred and sixty acres, more or less, valued at	1,000.00	20
6. All the right and interest of David Reeves in the Cumberland Nail and Iron Company, being stock in said company, valued at	20,000.00	

2. *The property of Samuel J. Reeves.*

The right and interest of Samuel J. Reeves in the Cumberland Nail and Iron Company, being stock in said company, valued at	5,000.00	30

3. *The property of Robert S. Buck.*

1. The right and interest of Robert S. Buck in the Cumberland Nail and Iron Company, being stock in said company, valued at	18,000.00
2. House and lot on Commerce street, in West Bridgeton, (house unfurnished) subject to mortgage of $2000, valued at	2,000.00

4. The property of Robert C. Nichols.

1. The right and interest of Robert C. Nichols in the Cumberland Nail and Iron Company, being stock in said company, valued at	$14,000.00
1. Six shares of Cumberland Bank, valued at	300.00
Whole amount of appraisement being	$62,330.00

as appears by said writ and the return thereof, now on file in the office of the clerk of said Supreme Court, and to which, for greater certainty, your orators pray leave to refer.

10 And your orators further show, that such proceedings were thereupon afterwards had in the said Supreme Court that the auditors, who had been appointed to audit and adjust the demands of the said plaintiffs in attachment, and of so many of the said defendants' creditors as should apply for that purpose at the last June term of said court, made their report in writing, that on the eleventh day of the said month of June, (the date of said report) the said defendants in attachment were indebted to the said plaintiffs in the sum of two thousand and twenty-seven dollars and sixty-four cents, being the amount 20 of the principal and interest due upon the aforesaid promissory note; and that the said defendants in attachment were also indebted to the Trenton Iron Company, applying creditors, in the sum of twenty-four thousand four hundred and fifty-six dollars and five cents; and to the Cumberland Nail and Iron Company, also applying creditors, in the sum of one hundred and forty-five thousand seven hundred dollars and twenty-five cents; upon which report the said Supreme Court, at the said June term, upon the application of the said plaintiffs in attachment, ordered a judgment to be entered in favor 30 of the said plaintiffs in attachment and of the said applying creditors for the amounts of money so as aforesaid reported to be due to them, respectively; and that the said auditors should proceed to sell the property of the said defendants which had been attached by virtue of the aforesaid writ, as appears by the records and proceedings of said court, to which, for greater certainty, your orators pray leave to refer.

And your orators further show, that at the time of the execution, or pretended execution, of the aforesaid writ of attach-

ment by the sheriff of the county of Cumberland, and ever since that time your orators were and have been members of another partnership, known and called by the name of "Reeves, Nichols & Co.," which last mentioned firm is in no wise connected with the aforesaid firm of "Reeves, Buck & Co.," except that it was and is composed of the same persons; but their respective interests are different in the one firm, from what they are in the other.

And your orators further show, that the said Cumberland Nail and Iron Company are a corporation created by an act of the legislature of this state, passed on the twenty-fifth day of March, eighteen hundred and fifty-two, with power to manufacture; nails and iron, in all its branches, in the county of Cumberland, and carry on the business incident to such manufacture; and that, at the time of the execution of the said writ of attachment, the said firm of Reeves, Nichols & Co. held five thousand nine hundred and ninety-four shares of the capital stock therein, the par value of which, per share, was and is fifty dollars; and that each of your orators, in his individual capacity, then held but one share of the said capital stock; and that since that time, of the said capital stock which was then held by the said Reeves, Nichols & Co., the following sales and transfers have been made, that is to say, on the twenty-second day of April last, the said Reeves, Nichols & Co. transferred to two of your orators, Robert S. Buck and Robert C. Nichols, each, four hundred and seventy-six shares; and that, on the twenty-first day of May last, Reeves, Nichols & Co. transferred to your orator, David Reeves, two thousand one hundred and twenty-five shares, and to your orator, Robert C. Nichols, eight hundred and fifty-seven shares, and to your orator, Samuel J. Reeves, five hundred and sixteen shares, and to your orator, Robert S. Buck, eleven hundred and one shares, and to your orator, Samuel A. Whitaker, two hundred and forty-three shares, and to one Robert Nichols, of the state of New York, two hundred shares; and that, upon the same twenty-first day of May, your orator, Robert C. Nichols, transferred sixty shares of the said stock, which had been transferred to him as aforesaid, to said Robert Nichols, and that, on the twenty-eighth day of the same month of May, your orator, Robert S. Buck, transferred to one William M.

Collins, of this state, sixty shares of said stock, and to one William Elmer, also of this state, twenty shares of said stock; that, since the said transfers, your orators have held, and now hold, as their individual property, the following amount of the said capital, that is to say, your orators—

David Reeves holds	2126	shares,
Robert C. Nichols holds	1275	"
Robert S. Buck holds	1498	"
Samuel J. Reeves holds	519	"
10 Samuel A. Whitaker holds	244	"

making the whole amount of stock now held by your orators, individually as aforesaid, five thousand six hundred and sixty shares, which includes one share of said stock which David M. Woodruff, on the fifth day of May, eighteen hundred and fifty-eight, transferred to your orator, Robert C. Nichols and includes all of the said stock which the said Reeves, Nichols & Co. held at the time of the execution of the said writ of attachment, except the three hundred and forty shares which were transferred to the said Robert Nichols, William M. Col-
20 lins, and William Elmer, respectively, as aforesaid; so that the said Reeves, Nichols & Co., in their partnership capacity, do not now own or hold any of the stock held by them, as aforesaid, at the time of the execution of said writ, or any other of the said stock, nor do your orators own or hold any other of said stock, except the five thousand six hundred and sixty shares, as herein above stated.

And your orators further show, that all of the aforesaid transfers of said stock were made *bona fide* for a valuable consideration, and without any knowledge, information, or belief
30 that the said attachment did or could create any lien upon the said stock, or in anywise affect or impair your orators' interest therein, as herein before stated, or in anywise affect or impair their right or the right of Reeves, Nichols & Co. to sell and transfer the same; and your orators respectfully insist that the said writ of attachment, and the execution thereof as aforesaid, did in nowise create a lien upon the said stock, nor in anywise affect or impair the aforesaid interest of your orators therein, or their right, or the right of Reeves, Nichols & Co., to transfer the same.

40 And your orators further show and charge the truth to be,

that, at the time of the execution of the said writ of attachment, neither the said the Cumberland Nail and Iron Company, nor any other person or body politic in the state of New Jersey, had the custody or possession of the aforesaid stock which was then held by the said Reeves, Nichols & Co., or any part thereof, but that the same was then in the custody and possession of Samuel J. Reeves, one of the members of said firm in the city of Philadelphia, for the use of said firm, where the stock and transfer books of said the Cumberland Nail and Iron Company were then kept; and that, at the time of the 10 execution of said writ of attachment, there was no person or persons, body politic or corporate, in the state of New Jersey on whom or on which the said writ could be executed, or who could in anywise be deemed or considered as the garnisshee of said stock, and that there never was, or could have been, any legal or valid attachment of said stock under said writ by said sheriff.

And your orators further show, and respectfully insist, that even if the said stock could be deemed attachable property, and held by anybody in New Jersey susceptible of being 20 treated or considered garnishee, yet that the said sheriff made no legal attachment thereof; that, to constitute a legal and valid attachment of choses in action, or other intangible property, the sheriff must return what particular property he has attached, with such reasonable description or specification thereof that its identity may be known, and in whose hands he attached such property, that there may be a garnishee, or person named, against whom a *scire facias* may afterwards issue, in case judgment should be had against the defendants in attachment, and that, by the said return of said sheriff, he 30 has failed to state with sufficient accuracy what particular stock he attached, or how he attached it, or in whose hands or possession it was, and that therefore the pretended attachment thereof is illegal and void.

And your orators further show, and respectfully insist, that by the constitution of the state of New Jersey, it was expressly provided that every act passed by the legislature of said state shall embrace but one object, and that that object shall be expressed in the title of the act; that the aforesaid attachment law under which the said writ of attachment was 40

issued is entitled, "A supplement to the act for the relief of creditors against absconding and absent debtors," while the object of the said supplement is not, as expressed in its title, to reach or attach the property of either *absent or absconding debtors*, but, on the contrary, is to attach the property of *resident debtors;* and that, therefore, the said supplement is unconstitutional and void, and, consequently, the said writ of attachment, and all the proceedings under it, are also illegal and void.

10 And your orators further show unto your Honor, that, by an act of the legislature of New Jersey, which was approved and took effect on the twentieth day of February, eighteen hundred and fifty-eight, entitled, "A further supplement to an act entitled, an act for the relief of creditors against absconding and absent debtors," the aforesaid attachment law, under which the said writ of attachment was issued, was repealed, without any provision therein saving suits then pending under said attachment law, whereby the said attachment suit, as your orators are advised and believe, abated and became and 20 was at an end, without any power in the legislature to revive or renew the same; and your orators therefore respectfully insist that the subsequent act of the legislature for that purpose, approved on the eighteenth day of March following, and also entitled a supplement to the aforesaid attachment act, did not and could not revive the said attachment suit, or legalize the further proceedings therein; and that, therefore, the said judgment in attachment and order of the said court to sell the property attached are illegal and void.

And your orators further show, that Charles Elmer, Wil- 30 liam T. Nixon, and James G. Hampton, esquires, are the auditors in said attachment, and that the attorney of the said plaintiffs in attachment, on the thirtieth day of June last, sent to the said auditors, by mail, a copy of the aforesaid order of the Supreme Court to sell the property attached, with especial instructions to said auditors to advertise the sale of said stock at the earliest possible day, and then to make sale thereof; and that, upon the eighth day of this present month of July, by letter to said auditors, he again instructed them to proceed to advertise and sell said stock, and the said auditors have de- 40 clared their intention so to do; and your orators believe that

said auditors will so advertise and sell said stock, unless restrained therefrom by injunction from this honorable court.

And your orators further show, that although, as they are advised and believe, the said auditors have no legal power or authority to make any sale or transfer of said stock, and that any sale by them would be illegal and void, yet that an advertisement and sale thereof would greatly impair, if not wholly destroy, the value of the said stock in the hands of your orators, and thereby occasion to them great and irreparable loss. 10

And your orators further show, that they have, by their counsel, applied to the said plaintiff in attachment and to the said auditors, and also to the said applying creditors, or some of them, and in a friendly manner requested them to desist from all claim to said stock under said attachment, and from any advertisement or sale thereof, and your orators well hoped that they would have complied with such reasonable request as in equity and justice they ought to have done.

But now so it is, may it please your Honor, that the said defendants, combining and confederating with divers other 20 persons at present unknown to your orators, but whose names, when discovered, your orators pray may be inserted in this their bill of complaint, with apt and proper words to charge them as defendants hereto, to injure and aggrieve your orators in the premises, not only refuse to comply with such reasonable requests of your orators, but sometimes pretend and give out in speeches that the said attachment of said stock was legal and valid, and created in the plaintiffs in attachment and said applying creditors a legal lien upon said stock, and that under and by virtue of the said proceedings in attachment, and 30 judgment and order of said court, the said auditors are authorized and bound to advertise and sell said stock, and that such sale will operate as a legal and valid transfer thereof to the purchaser or purchasers of all the stock which was held by the said Reeves, Nichols & Co., in their partnership capacity as aforesaid, and by your orators individually, as aforesaid, at the time of the execution of the said writ, and that all the aforesaid subsequent transfers of said stock by the said Reeves, Nichols & Co. were illegal and void, the contrary of all which

pretences your orators expressly charge to be true. All which actings and pretences of the said defendants are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orators. In tender consideration whereof, and forasmuch as your orators are without adequate remedy in the premises by the strict rules of the common law, and without the aid of this honorable court, where matters of this nature are particularly cognizable and relievable, to the end, therefore, that the said defendants and their confederates when
10 discovered, upon their several and respective oaths or affirmations, may full, true, perfect, and distinct answer make to all and every the matters aforesaid, and that as full as if the same were here again repeated, and they particularly interrogated paragraph by paragraph, and the said auditors may be restrained from advertising and selling said stock, or any part thereof, and that the said attachment thereof may be set aside and decreed to be illegal and void, and that your orators may have such further and other relief in the premises as the nature of the case may require and as may be agreeable to
20 equity and good conscience—

May it please your Honor, the premises considered, to grant unto your orators not only the state's writ of injunction, issuing out of and under the seal of this honorable court, to be directed to the said Charles E. Elmer, William T. Nixon, and James G. Hampton, restraining them, and each of them, and all persons acting under them, or any or either of them, or by their authority or direction, from advertising or selling the said stock, or any part thereof; but also the state's writ of subpœna, to be directed to the said Charles E. Elmer, William T.
30 Nixon, and James G. Hampton, auditors as aforesaid, Edward Cooper, Abram S. Hewitt, James Hall, and Charles Hewit, trading under the firm of Cooper, Hewitt & Co., and to the Trenton Iron Company, and to the Cumberland Nail and Iron Company, therein and thereby commanding them, and each of them, at a certain day and under a certain penalty, therein to be expressed, personally to be and appear before your Honor in this honorable court, then and there to answer the premises, and to stand to, abide, and perform such decree as to your Honor shall seem meet and shall be agreeable to

equity and good conscience. And your orators will ever pray, &c.

A. BROWNING,
Solicitor and of counsel with complainants.

Dated July 20th, A. D. 1858.

New Jersey, Camden county, *ss.*—Robert C. Nichols, one of the complainants in the foregoing bill of complaint, being of full age, maketh oath and saith, that the facts, matters, and things set forth in said bill, so far as they relate to his own acts and deeds, are true, and that so far as they relate to the 10 acts and deeds of any other person or persons, he believes them to be true.

R. C. NICHOLS.

Sworn and subscribed, at Camden, this twentieth day of July, A. D. 1858, before me, one of the Masters in Chancery of New Jersey.

JOHN HOOD, *M. C.*

New Jersey, Camden county, *ss.*—Robert S. Buck, one of the complainants to the foregoing bill of complaint, being of full age, maketh oath and saith, that the facts, matters, and 20 things set forth in said bill, so far as they relate to his own acts and deeds, are true, and that so far as they relate to the acts and deeds of any other person or persons, he believes them to be true.

ROBT. S. BUCK.

Sworn and subscribed, at Camden, this twentieth day of July, A. D. 1838, before me, one of the Masters in Chancery of New Jersey.

PETER L. VOORHEES, *M. C.*

New Jersey, Camden county, *ss.*—David Reeves and 30 Samuel A. Whitaker, two of the complainants in the foregoing bill of complaint, being of full age, severally make oath and say, that the facts, matters, and things set forth and contained in said bill, so far as they relate to the acts and deeds of these defendants, or either of them, are true, and that so

far as they relate to the acts and deeds of any other person or persons, they believe them to be true.

DAVID REEVES,
S. A. WHITAKER.

Sworn and subscribed, at Camden, this twentieth day of July, A. D. 1858, before me, one of the Masters in Chancery of New Jersey.

PETER L. VOORHEES, *M. C.*

New Jersey, Camden county, *ss.*—Samuel J. Reeves, one
10 of the complainants in the foregoing bill of complaint, being of full age, maketh oath and saith, that the facts, matters, and things set forth and contained in said bill of complaint, so far as they relate to his own acts and deeds, are true, and that so far as they relate to the acts and deeds of any other person or persons, he believes them to be true.

SAM. J. REEVES.

Sworn and subscribed, at Camden, this twenty-first day of July, A. D. 1858, before me, one of the Masters in Chancery of New Jersey.

20 PETER L. VOORHEES, *M. C.*

A true copy.

WM. M. BABBITT, *Cl'k.*

DECREE OF DISMISSAL.

This cause coming on to be heard upon motion in behalf of the defendants, Edward Cooper, Abram S. Hewitt, James Hall, and Charles Hewitt, trading as Cooper, Hewitt and Company, and the Trenton Iron Company, to dissolve the injunction heretofore granted in this cause, and dismiss the bill of complaint for want of equity therein, and the counsel of the re-
30 spective parties having been heard thereon, and the Chancellor having taken time to consider thereon—It is, on this fourth

day of February, eighteen hundred and fifty-nine, ordered, adjudged, and decreed, by the Honorable Benjamin Williamson, Chancellor of the state of New Jersey, that the said injunction be dissolved, and the said bill of complaint be dismissed with costs, to be taxed in favor of the said defendants.

B. WILLIAMSON, *C.*

A true copy.

W. M. BABBITT, *Cl'k.*

PETITION OF APPEAL.

COURT OF APPEALS IN THE LAST RESORT, &c. 10

Between

DAVID REEVES AND OTHERS, appellants,
and
EDWARD COOPER AND OTHERS, appellees,
} *On bill, &c.*

To the Honorable the Court of Appeals in the last resort in all causes of law, &c.

The humble petition of David Reeves, Samuel J. Reeves, Samuel A. Whitaker, Robert S. Buck, and Robert C. Nichols, the appellants in the above stated cause, respectfully shows, that your petitioners find themselves aggrieved by an interlocutory decree, made in the Court of Chancery by his Honor Benjamin Williamson, Chancellor of New Jersey, bearing date the fourth day of February, A. D. eighteen hundred and fifty-nine, wherein the above named appellants were complainants, and Edward Cooper, Abram S. Hewitt, James Hall, and Charles Hewitt, trading, &c., and the Cumberland Nail and Iron Company were defendants, in this respect, to wit: 20

That the said decree adjudges that the bill of complaint of your petitioners was and is insufficient to sustain the injunction allowed upon the filing of said bill of complaint, and dis- 30

solves the said injunction with costs. And your petitioners humbly appeal, that that part of the said decree of the Chancellor which decrees as aforesaid, upon the ground that the same is erroneous, for that the said bill of complaint is sufficient to sustain the said injunction, and for that the said injunction ought to have been sustained and continued. Your petitioners therefore pray, that the said decree, in the particulars aforesaid, be reversed, set aside, and for nothing holden; and that your petitioners may have such relief in the premises
10 as to this honorable court shall seem meet.

A. BROWNING,
Sol. of appellants.

H. V. SPEER,
Counsel with appellees.

COURT OF APPEALS IN THE LAST RESORT, &C.

Between

DAVID REEVES AND OTHERS, appellants, *and* EDWARD COOPER AND OTHERS, appellees,	*Answer to petition of appeal.*

20 *The answer of Edward Cooper, Abram S. Hewitt, James Hall, and Charles Hewitt, trading, &c., and the Trenton Iron Company, respondents, to the petition of appeal of David Reeves, Samuel J. Reeves, Samuel A. Whitaker, Robert S. Buck, and Robert C. Nichols.*

These respondents, not confessing or acknowledging all or any of the matters or things to be true, as contained and set forth in and by the said petition of appeal, for answer thereunto say, that they believe it to be true that such decretal order and decree, as is complained of by the appellants, was made by
30 the Court of Chancery, but as to the date, substance, and contents thereof, these resdondents humbly crave leave to refer thereto, when the same shall be produced. And these re-

spondents are advised and believe that the said decretal order and decree are agreeable to equity and justice, and they therefore humbly pray that the same may be affirmed, and that the said petition of appeal may be dismissed this honorable court with costs, to be adjudged to these respondents.

BARKER GUMMERE,
Sol. of and counsel with said respondents.