

COURT OF ERRORS AND APPEALS.

Between

MARGARET E. McLAUGHLIN,
Appellant.

and

SAMUEL C. McLAUGHLIN,
and others,*Appellees.*

On Bill, &c.

Points, on the part of

Appellant.

As to Accounts.

1st. The widow Abby Ann McLaughlin stands charged with the rent of the Mansion House from the day of her husband's death, whereas she is entitled to the Mansion House and Messuage, *free from rent*, until dower is assigned:

Nixon's Digest, Subject, "Dower," page 250, Sections 1 and 2, 4th edition.

Woodruff *v* Brown, 2 Harr. 246, on page 270.

Den *vs* Dodd, 1 Hal. 367.

Ackerman *v* Schelp, 3 Hal. 125 on page 129.

Roach *v* Hubbard, Littell's Selected Cases, 235.

Clark *v* Brownside, 15 Ills. Rep. 63.

Chaplin *v* Simmons' heirs, 7 Monroe, 338.

White *v* Clark, 7 Monroe, 642.

Renfro *v* Taylor, 12 B. Monroe, 406.

Stewart's Lessee *v* Stewart, 3 J. J. Marshall, 48.

Inge *v* Murphy, 14 Alabama, 289.

Sheldon *v* Carroll, 16 do. 148.

Pharis *v* Leachman, 20 do. 662.

See also Cord, page 258, sec. 515 and 519, and page 703, sec. 27 and foot-notes 1, 2, 3 and 4.

2d. Assignment of Dower must be legal, otherwise it will be held to be no assignment.

2 McCarter, 393, in matter of Ann Garrison.

3. Widow in possession is not required to demand an assignment of her dower; but where a husband dies seized of lands, it is the duty of the heir or devisee to assign dower without demand.

Hopper *v* Hopper, 2 Zab. 715, overruling case in 1 Zab. 543.

Sheldon *v* Carrol, 16 Alabama, 148.

4th. Dower must be assigned out of the whole Estate, to make a good assignment; and the widow cannot be deprived of the mansion house until dower is properly assigned to her.

Laird *v* Wilson, Penn, 281.

5th. Dower must be assigned by metes and bounds, *when practicable*.

Pierce *v* Williams, Penn. 709.

Den, etc. *v* Miller, 1 Southard, 321.

1 Bright's Husband and Wife, 367, paragraph 23.

VanGelder *v* Post, 2 Edwards Chy. 576.

Coates *v* Cheever, 1 Cowen, 463 foot-note.

1 Taunt. 402.

Leggett *v* Steele, 4 Wash. C. C. 305.

6th. It was practicable, in this case, to assign dower by metes and bounds. No such assignment was made, and no application to Court by the heirs or either of them for that purpose.

(See State of the Case.)

Hess et al. *v* Cole, 3 Zab. 116.

7th. Assignment of Dower must likewise be absolute and unconditional, and for such an interest as shall endure for the widow's life.

1 Bright's Husband and Wife, page 379, paragraph 59, also page 377.

3 Zab. 62.

8th. There was no assignment of dower, unless the widow's acts, coupled with the assent of the heirs, constituted such assignment. And there was included in that assignment the mansion house and messuage, along with the one-third of the net rents. The widow retained both the mansion house and messuage, and the one-third of net rents, as much the *one* as the *other*, for her dower.

O'Brien *v* Elliott, 15 Maine, 125.

9th. The widow never consented to pay rent for the mansion house, &c., and the heirs consented to her use of house and out-buildings free of rent, made no claim for rent thereof in their settlements, and *the heirs must now be bound by their own acts.*

Bright's Husband and Wife, page 381, paragraph 69.

1 Taunt. 402.

Johnson *v* Morse, 2 N. Hamp. 48.

10th. Dower is not chargeable with assessments, and the Master, in stating the accounts, erred in charging the widow's dower with two assessments, and the Court below likewise erred in sustaining the Report.

Williams *v* Cox *et als.* 3 Edwards Chy. 178.

11th. The total charges against the accountant for rents, as reported by the Master, and sustained by the Court below, are too large by the amount of rents charged for the "mansion house and messuage or plantation."

12th. The order of the Court of Chancery made in this cause April 26, 1870, as to accounts and rents, it is submitted, is erroneous and should be overruled.

November Term, 1870.

WILLIAM A. LEWIS,

Solicitor for, and of Counsel with Appellant.

COURT OF ERRORS AND APPEALS.

Between

MARGARET E. McLAUGHLIN,
Appellant.

and

SAMUEL C. McLAUGHLIN,
and others,
Appellees.

On Bill, &c.

Points, on the part of

Appellant.

As to Value of Dower

1st. The Estate in Dower, and interest of the widow as Tenant in Dower, was sold by decree of the Court of Chancery.

Nixon's Digest partition paragraphs 29 + 30

2nd. The widow, Abby Ann McLaughlin, elected to receive a sum in gross in lieu of Dower, and filed petition therefor June 23, 1868.

Order of reference accordingly made on such petition July 7, 1868.

August 20th, 1868, and before the Master made his report, the said Abby Ann McLaughlin died.

3rd. At the time of said Election, and of said order, the said widow was in ordinary good health, and had the average expectancy of life of a person of her age, and the Master was correct in so reporting.

4th. The principle on which the Master estimates the value of the widow's life, and dower, is erroneous and inequitable, and without Precedent.

5th. The Widow's Estate and interest should not suffer, simply by delay of Master to report until after her death.

6th. What the widow was entitled to receive on the day of the Election, computed under the Rules of the Court, *then estimated*, is the true value of her dower, and not what the Master estimates it, measuring the widow's life by its actual duration.

7th. The Master's computation is based upon the fact of her death, whereas the Statute contemplates an estimate while living.

8th. The principle which His Honor, the Chancellor, lays down, for estimating the widow's dower and making compensation, is likewise erroneous, inequitable and unprecedented. His Honor's opinion reads thus, "I do not feel willing to apply the rule adopted by the Master, or to estimate her life at the average value at her age. In this situation I must adopt some mean. The adoption must be arbitrary, and without any reason, that can be assigned with certainty, why it should not be a little greater or a little less. Under these circumstances, I shall adopt the exact mean between the value of her dower as calculated by the Master, and that calculated upon the value of a life of a person at her age in ordinary health."

9th. The testimony of acquaintances, and medical men, proves the widow insurable at the time of her election, her health ordinary, and her life of the average expectancy.

And the Doctors show the mortality of carbuncles to be, but one or two per cent. at most.

10th. The Statute requires an estimate to be made,—a sum in gross in lieu of dower,—and the right of the widow to receive such equivalent, becomes *vested* upon her filing her consent to accept it.

And the right vested in the widow, to receive a sum in gross for her estate, cannot be divested by her death.

Mulford v Hiers, 2 Beasley, 13.

Dawson v Hearn et al. 12 English Chy. 465.

*Sixons digest Subject partition
paragraphs 23. 36. + 44
But Especially 29. 30 + 31*

11th. The value of the widow's life estate is to be ascertained upon the principle of life annuities, to be calculated upon the basis of the table prescribed by the rules of the Court of Chancery.

Chisswell *v* Morris, 1 McCarter 105 & 106.

Russell *v* Austin, 1 Paige, 193.

Bell *v* Mayor of N. Y. 10 Paige, 72.

Carl *v* Buttman, 7 Greenl. 102.

State Bank of Elizabeth *v* Marsh *et al.* Saxton, 288.

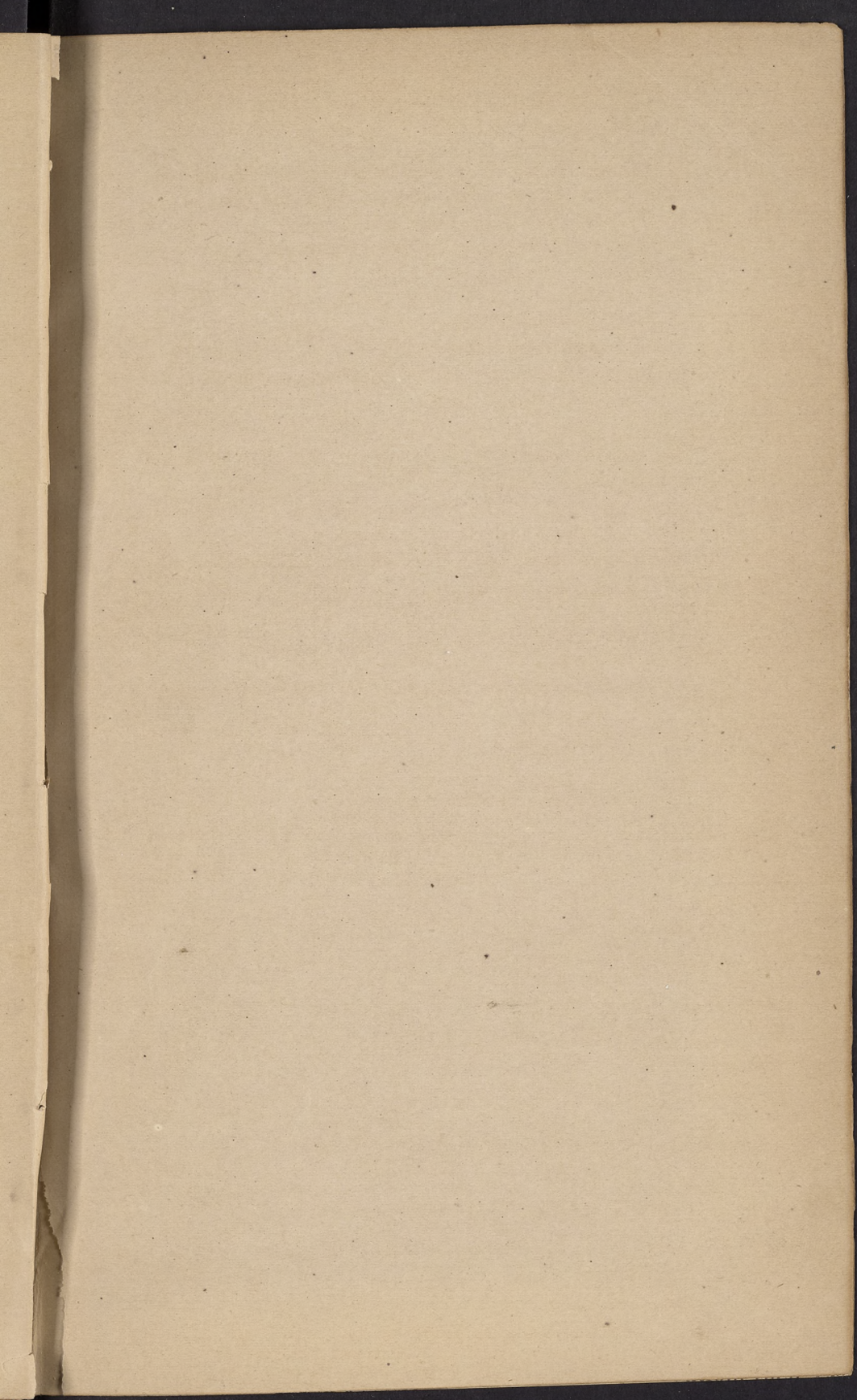
Brown *v* Richards *et al.* 2 C. E. Green, on pp. 38 & 39.

12th. The Decretal orders of the Court of Chancery appealed from, as to the health of the widow, her average expectancy of life, and the mode of computing her dower value, and as to the amount or compensation allowed for the right of dower, it is submitted, are erroneous and inequitable, and should be overruled and disallowed by this Court.

November Term, 1870.

WILLIAM A. LEWIS,

Solicitor for, and of Counsel with Appellant.



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New Jersey Court of Errors and Appeals.

Between

MARGARET E. McLAUGHLIN,

Appellant,

and

SAMUEL C. McLAUGHLIN, et al.

Respondents.

} On Appeal.

POINTS FROM RESPONDENTS.

1. *As to quarantine of the Widow Abby A. McLaughlin.*

She, with the assent of the heirs, having, from the time of her husband's death, had the entire management of his estate, and collected all the issues and profits thereof, and accounted with the heirs for only two-thirds of the surplus, retaining one-third for her own dower, cannot be entitled to a full quarantine. Such conduct by her and the heirs constitutes an equitable apportionment of dower, and having, since her husband's death, occupied the house, she must account with the heirs for two-thirds of the rental value of it.

These facts show that there was no wrongful detention of the estate by the heirs; if any detention at all it was merely technical, and the widow being now dead, so that there is no recovery of damages for such detention at law, and her representatives coming into a Court of law for redress, they can be allowed only enough to make up, with what they enjoyed during her life, the value of one-third of the estate during her life; they must account with the heirs for any surplus she or they may have received.

2. *As to the gross sum to be allowed out of the proceeds of sale in lieu of the dower of Abby A. McLaughlin.*

(a). The statute (*Nix. p. 672, Sec. 31*) requires that, in case of sale of real estate in partition proceedings, the doweress should consent in writing to accept of dower, a gross sum previously fixed by the Court; and in case no such consent be given before the making of the order of distribution, then a sum

Sec. 31), to be a just and reasonable value to be ascertained under Chancery Rules 141, (*Nix. p. 1108*) and (*Nix. p. 1106*), and the order of reference in this cause (*p. 46*), with regard to the age, health and expectancy of life of the doweress. And since it appeared before the master in that reference that, before any testimony was taken under the order, the doweress had died, it was practicable, and therefore proper for the master to ascertain and report her true expectancy of life, its actual value, and the exact value of her estate in dower, and a just and reasonable satisfaction for that estate is its equivalent, that is, \$331.56, being the interest of one-third of the proceeds of sale, \$46,506.70, from the time of the payment of the purchase money, May 1, 1868, till the day of her death, August 20,

(c.) At no time after the filing of the petition for fixing a gross sum in lieu of dower, June 23, 1868, had the doweress an average expectancy of

J. DIXON, JR.,

of Counsel with Respon

NEW JERSEY

Court of Errors and Appeals.

IN CHANCERY OF NEW JERSEY.

MARGARET E. McLAUGHLIN,
COMPLAINANT AND APPELLANT.
and
SAMUEL C. McLAUGHLIN, and
MARY E. (his wife,) and others,
DEFENDANTS AND APPELLEES.

BILL
FOR
PARTITION.

William A. Lewis, of Counsel for Appellant.

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Jonathan Dixon, Jr., of Counsel for Respondents.

BILL OF COMPLAINT.

[Filed May 18th, 1863.]

*To His Honor Henry W. Green, Esquire, Chancellor
of the State of New Jersey, humbly Complaining.*

Showeth unto your Honor your Oratrix, Margaret Emily McLaughlin, of Jersey City, in the County of Hudson and State of New Jersey, that John G. McLaughlin on or about the second day of May, in the year of our Lord one thousand eight hundred and sixty-one, was seized in fee and had title to the lands and premises hereinafter particularly described, situate, lying

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and being at Jersey City in the County of Hudson and State of New Jersey; that the said John G. McLaughlin acquired his title to said lands and premises by the deeds of conveyance hereinafter mentioned, viz: one made by Abijah Mann, Jr., and Mary Ann his wife, dated the first day of April, eighteen hundred and fifty-two, and recorded in the Clerk's office of the County of Hudson, the third day of May, eighteen hundred and fifty-two, in Liber 23 of deeds, pages 247, &c., to which said deed or the record thereof for greater certainty reference is made; and second, one made by Henry Southmayd and Clarissa his wife, dated February 26th, eighteen hundred and forty-nine and recorded in the Clerk's office of Hudson County, the thirteenth day of September, in the year last aforesaid, in Liber 14 of deeds, pages 424, &c., to which last mentioned deed, or the record thereof, for greater certainty reference is made. And your oratrix further shows that both said deeds were duly acknowledged according to law before the record thereof as aforesaid. And your oratrix further shows that by the deed first above mentioned the said John G. McLaughlin acquired title to the following described lands and premises, to wit: all those four certain lots, pieces or parcels of land situate, lying and being in Jersey City, in the County of Hudson and State of New Jersey known and distinguished on a map of property belonging to the parties of the first part thereto, made by Joseph F. Bridges July 29th, 1847, and filed in the office of the Clerk of the County of Hudson in said State of New Jersey, as lots numbered one hundred and forty-one (141), one hundred and forty-two (142), one hundred and forty-three (143), and one hundred and forty-four (144), on Grove Street, as the same are laid down and described on said map. Together with all and singular the tenements, hereditaments and appurtenances, thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, to have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said John G. McLaughlin, his heirs and assigns, forever.

And your oratrix further shows unto your Honor that said four lots of ground form together a plot of ground one hundred feet wide in front and rear, and one hundred feet deep on the corner of Grove and York Streets, and that upon the same are erected four brick houses, and one frame two-story building used as an

office, and a barn and stable; that said office and three of said brick houses front on Grove Street, and are known respectively by the street numbers one hundred and thirty-nine (139), one hundred and forty-three (143), one hundred and forty-five (145), and one hundred and forty-seven (147), Grove Street, and one of said brick houses fronts on York Street and is known by the street number two hundred and fourteen York Street; that between said office and said house numbered one hundred and forty-three Grove Street is a vacant lot known by the street number as one hundred and forty-one (141), Grove Street. 10

That said property is subject to the following encumbrances, viz: said brick house, and the lot whereon the same is erected, and known by said street number two hundred and fourteen York Street, is subject to a mortgage of two thousand dollars held by the Provident Institution for Savings in Jersey City; said office, and the lot whereon the same is erected, and known by said street number one hundred and thirty-nine Grove Street, is subject to a mortgage of fifteen hundred dollars held by James C. Van Buskirk, of Hudson County, New Jersey; said brick house, and the lot whereon the same is erected, known by said street number one hundred and forty-three Grove Street, is subject to a mortgage of two thousand dollars, held by the Provident Institution for Savings in Jersey City; said brick house, and the lot whereon the same is erected, known by said street number one hundred and forty-five Grove Street, is subject to a mortgage of twenty-five hundred dollars, held by Letitia Gordon, executrix of Philip Gordon, deceased; and said brick house, and the lot whereon the same is erected, known by said street number one hundred and forty-seven Grove Street, is subject to a mortgage of twenty-five hundred dollars held by the said Letitia Gordon, executrix of Philip Gordon, deceased; and said vacant lot known by said street number one hundred and forty-one Grove Street, is free from any mortgage whatever. 20 30

And your oratrix further shows that by the deed second above mentioned the said John G. McLaughlin acquired title to the following described lands and premises, to wit: "all those two certain lots of land situate, lying and being in Jersey City, in the County of Hudson and State of New Jersey, and which on a map of the said place made by Joseph F. Mangin for the Associates of the Jersey Company, are known and distinguished as parts of lots numbered sixty-five (65), sixty-seven (67), and sixty-

nine (69), in York Street, and the parts of the said three lots
 thereby intended to be conveyed form two lots of twenty-two
 by seventy-five feet each fronting on Warren Street, and taken
 together are bounded as follows, viz: Begining on the south-
 westerly corner of York and Warren Streets, thence running
 Southerly along the westerly line of Warren Street forty-four
 10 feet, thence westerly and paralled with York Street seventy-
 five feet, thence northerly and parallel with Warren Street
 forty four feet to the southerly line of York Street; thence
 easterly along the southerly line of York Street seventy-five feet
 to the place of beginning. Together with all and singular
 the tenements, hereditaments and appurtenances thereunto be-
 longing or in anywise appertaining, and the reversion and
 reversions, remainder and remainders, rents, issues and profits
 thereof. To have and to hold the above granted, bargained and
 20 described premises with the appurtenances unto the said John
 G. McLaughlin, his heirs and assigns, to his and their own pro-
 per use, benefit and behoof forever. And your Oratrix further
 shows that the said lots of land last above described have erected
 thereon two brick buildings fronting on Warren Street, one of
 them being on the corner of Warren and York Streets, used as
 a dwelling and grocery store, and the other adjoining the same on
 the south being used as a dwelling house. That said last described
 property is subject to the following encumbrances, viz: said
 dwelling and store on the corner, aforesaid, and the lot whereon
 the same is erected, is subject to a mortgage of four thousand
 30 dollars held by the Jersey City Insurance Company, and said
 other building adjoining the same on the south, and the lot
 whereon erected, is subject to a mortgage of two thousand dol-
 lars held by the Provident Institution for Savings in Jersey
 City aforesaid. And your Oratrix further shows unto your Honor
 that the said John G. McLaughlin acquired his title to the lands
 and premises hereinafter next mentioned and described as follows,
 viz: Caroline McLaughlin, the mother of the said John G. Mc-
 Laughlin, acquired the title to said lands and premises hereinafter
 next mentioned, by deed of conveyance dated the 28th day of
 40 August, eighteen hundred and forty-three, duly signed, sealed,
 and delivered by Samuel McLaughlin and Cornelia Frances his
 wife, in fee simple, to have and to hold the same to her, her heirs
 and assigns forever; said deed of conveyance last mentioned was
 duly acknowledged according to law, and recorded in the Clerk's

office of said County of Hudson August 28th, A. D. 1843, in Liber 4 of deeds, pages 429, &c., as by reference to said deed and the certificates indorsed thereon will appear, and to which for greater certainty reference is made. And your Oratrix further shows that the said Caroline McLaughlin, being seized in fee simple of the said lands and premises hereinafter next particularly described, departed this life intestate, leaving Robert McLaughlin, George McLaughlin, Samuel McLaughlin, James McLaughlin, Susan Paulmier (formerly Susan McLaughlin, widow of Francis Paulmier), and the said John G. McLaughlin, her only children and heirs at law, her surviving, to whom upon the death of the said Caroline McLaughlin intestate, the said lands and premises descended as her only children and heirs at law, according to the statute in such case made and provided. And your Oratrix further shows that the said Robert McLaughlin with Lucy his wife, George McLaughlin with Harriet his wife, Samuel McLaughlin with Cornelia Frances his wife, James McLaughlin, and Susan Paulmier (formerly Susan McLaughlin, widow of Francis Paulmier deceased), by deed of conveyance dated the twenty-sixth day of November, in the year of our Lord one thousand eight hundred and forty-seven, duly acknowledged according to law, and recorded in the office of the Clerk of said County of Hudson, December 13th, A. D. 1850, in Liber, 17 of deeds, pages 679, &c, granted, bargained, sold, aliened, remised, released, conveyed and confirmed unto the said John G. McLaughlin, and to his heirs and assigns forever, all the right, title, interest and estate of them, the said Robert McLaughlin and Lucy his wife, George McLaughlin and Harriet his wife, Samuel McLaughlin and Cornelia Frances his wife, James McLaughlin, and Susan Paulmier, being the undivided five-sixths (the other undivided one-sixth being in the said John G. McLaughlin) of, in and to all that certain lot of land and premises situate, lying and being in Jersey City, in the County of Hudson and State of New Jersey, being formed by parts of those two lots of land and premises which on a map of the said place made by Joseph F. Mangin for the Associates of the Jersey Company, are known and distinguished as lots numbered twenty-five (25), and twenty-seven (27), in Montgomery Street, and which part of said lots thereby intended to be conveyed is bounded as follows: Beginning on the westerly side of Greene Street, at the distance of thirty-nine-feet southerly from the southwesterly corner of

Greene and Montgomery Streets, thence running westerly and parallel with Montgomery Street fifty-feet, thence southerly and parallel with Greene Street twenty-eight-feet, thence easterly and parallel with Montgomery Street fifty-feet to the westerly side of Greene Street, thence northerly and along the westerly side of Greene Street twenty-eight-feet to the place of beginning, being twenty-eight-feet wide in front and in rear, and fifty-feet deep on each side; being the same premises that were conveyed by John Taylor and wife to the said John G. McLaughlin, and by him and his wife conveyed to the said Samuel McLaughlin, and by him and his wife conveyed to the said Caroline McLaughlin, deceased, who died intestate and left the parties thereto her only children and heirs at law; Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and re-
 20 versions, remainder and remainders, rents, issues, and profits thereof, to have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said John G. McLaughlin, his heirs and assigns forever, as in and by said deed and the certificates endorsed thereon will, reference being thereunto had, more fully appear, and reference for greater certainty is made to the same.

And your Oratrix further shows that the said lot of land and premises last above described has erected thereon, an old frame
 30 building used as a grocery store and dwelling house, and is subject to a mortgage held by the estate of Jasper Cadmus, deceased, for the sum of one thousand dollars.

And your Oratrix further shows that by means of the above conveyances to the said John G. McLaughlin, and by means of the death without a will of the said Caroline McLaughlin, the said John G. McLaughlin became the owner in fee simple of the lands and premises herein, before particularly described.

And your Oratrix further shows that all the mortgages above mentioned are outstanding incumbrances upon the premises
 40 above mentioned, and that the same were given and executed by the said John G. McLaughlin.

And your Oratrix further shows that on the second day of May, in the year of our Lord one thousand eight hundred and sixty-one, the said John G. McLaughlin, being so seized of the said lands and premises subject to said mortgages, departed this life intestate, leaving Samuel C. McLaughlin, George W. Mc-

Laughlin, William F. S. McLaughlin, Mary E. Daly (formerly Mary E. McLaughlin wife of Peter H. Daly), Caroline G. Taylor (formerly Caroline G. McLaughlin, wife of William Taylor), and your Oratrix his only children and heirs at law, him surviving, and leaving also Abby A. McLaughlin his widow, all of whom are still living.

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And your Oratrix further shows that by reason of the death without a will of her said father, John G. McLaughlin, the said lands and premises above described descended to and became the property of the said Samuel C. McLaughlin, George W. McLaughlin, William F. S. McLaughlin, Mary E. Daly, Caroline G. Taylor, and your Oratrix, the said children and heirs at law of the said John G. McLaughlin, as tenants in common, share and share alike, subject to the said mortgages and the Dower or right of dower of the said Abby A. McLaughlin, and that thereby your Oratrix became entitled to the undivided one sixth part thereof; the said Samuel C. McLaughlin to the undivided one sixth part thereof; the said George W. McLaughlin to the undivided one sixth part thereof; the said William F. S. McLaughlin to the undivided one sixth part thereof; the said Mary E. Daley to the undivided one sixth part thereof, and the said Caroline G. Taylor to the undivided one sixth part thereof, subject as aforesaid; and subject also to the inchoate right of dower of Mary E. the wife of said Samuel C. McLaughlin, and the inchoate right of curtesy of Peter H. Daly, the husband of said Mary E. Daly, and of William Taylor, the husband of the said Caroline G. Taylor, or such other interest or estate as the said wife and husbands might have therein.

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And your Oratrix further shows that the said William F. S. McLaughlin is an infant, of the age of seventeen years and upwards, and under the age of twenty-one years.

And your Oratrix further shows unto your Honor that the said Samuel C. McLaughlin, being so seized of and entitled unto the undivided one sixth part of the above described lands and premises, did execute and deliver a deed of conveyance under his hand and seal of all his share, right, title, and interest therein, by words of general description, unto George McLaughlin, bearing date April 1st, A. D. 1863, duly acknowledged according to law and recorded in the County Clerk's office of Hudson County April 11th, A. D. 1863, as by reference to said deed or the record thereof will more fully appear, and to which for greater certainty reference is made.

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And your Oratrix further shows unto your Honor, that the said George McLaughlin, to whom the said deed was so given by said Samuel C. McLaughlin, did, with Harriet his wife, execute and deliver a deed of conveyance under their hands and seals by the like words of general description of all the property so sold and conveyed to the said George McLaughlin by said Samuel C. McLaughlin, by the deed last above described, unto Mary E. McLaughlin, the wife of the said Samuel C. McLaughlin, by deed dated April 1st, 1863, duly acknowledged according to law, and recorded in the County Clerk's office of Hudson County, April 16th, 1863, as by reference to said deed or the record thereof will more fully appear, and to which for greater certainty reference is made.

20 And your Oratrix further shows that in said last mentioned two deeds it is declared that the intention thereof is to convey all the property descended to said Samuel C. McLaughlin from his said father John G. McLaughlin, deceased.

And your Oratrix further shows unto your Honor, that the said George W. McLaughlin, being so seized of and entitled unto the undivided one sixth part of the above described lands and premises, did execute and deliver a deed of conveyance thereof, under his hand and seal, to Robert McLaughlin, of Jersey City aforesaid, bearing date July 26th, eighteen hundred and sixty-
30 two, duly acknowledged according to law, and recorded in the County Clerk's office of Hudson County July 29th, 1862, in book 95 of deeds, page 75, &c., as by reference to said deed and the certificates endorsed thereon, or the record or the copies of the record thereof, will more fully and at large appear, and for greater certainty reference is made to said deed, or to the record thereof.

And your Oratrix further shows that the said lands and premises are now held and owned by your Oratrix and Mary E. McLaughlin, wife of said Samuel C. McLaughlin, Robert McLaughlin, grantee of the said George W. McLaughlin, William F. S.
40 McLaughlin, Mary E. Daly, and Caroline G. Taylor, as tenants in common, share and share alike, each being entitled to and owning the undivided one sixth part thereof, subject to the mortgages aforesaid, and to the dower of the said Abby A. McLaughlin, and to the inchoate right of dower of Lucy Ann, wife of the said Robert McLaughlin, and the inchoate right of curtesy of Peter H. Daly, the husband of said Mary E. Daly, and of

William Taylor, the husband of the said Caroline G. Taylor, and of Samuel C. McLaughlin, husband of said Mary E. McLaughlin, or such other interest or estate as the said wife and husbands 10 may have therein.

And your Oratrix further shows unto your Honor, that she is desirous that a partition or division should be made of the said lands and premises among the parties aforesaid, seized of or entitled thereto, according to their respective right, estates, and interest therein as herein before stated, and subject to said mortgages and dower of said Abby A. McLaughlin; or in case the said lands and premises cannot be divided among the owners thereof without material injury to the parties interested therein, then that the same may be sold, and the proceeds thereof may be 20 divided among such parties according to their respective rights and interests; and your Oratrix has frequently and in a friendly manner applied to the several owners herein before named, and requested that a partition and division of the said lands and premises might be made by mutual agreement, and by deeds and releases to be prepared and executed for that purpose; but inasmuch as William F. S. McLaughlin, one of said children and heirs of the said John G. McLaughlin, deceased, by reason of his minority cannot convey to your Oratrix and the rest of said owners, and cannot execute releases or deeds of conveyance, 30 and inasmuch as the mortgages upon the said property and the different parcels thereof are unequal in amount, and all of the parcels and subdivisions, except one vacant subdivision or lot, are covered heavily by mortgage (that one vacant lot being free from any mortgage), the counsel of your Oratrix, and the other of said owners above named, have suggested doubts whether such partition and division could safely be made except by the aid and intervention of this Honorable Court. In tender consideration whereof, and forasmuch as your Oratrix cannot be fully 40 relieved in the premises but by the aid of a Court of Equity, where matters of this nature are properly cognizable and relievable. To the end therefore that the said Samuel C. McLaughlin and Mary E. McLaughlin his wife, Robert McLaughlin, grantee of the said George W. McLaughlin, and Lucy Ann McLaughlin his wife, William F. S. McLaughlin, Peter H. Daly and Mary E. Daly his wife, and William Taylor and Caroline G. Taylor his wife, and Abby A. McLaughlin, may upon their several and respective oaths true, full, and perfect answers make to all and

singular the premises as fully and particularly as if the same
10 were here again repeated, and they thereunto particularly in-
terrogated.

And that a partition and division of the said premises above
described may be made according to the course and practice of
this Court by commissioners to be appointed for that purpose,
and that a commission of partition may issue out of and under
the seal of this Honorable Court, directed to the proper persons
as commissioners for the purpose aforesaid; and that the said
lands and premises may be allotted to the following parties,
their heirs and assigns for ever, severally in the following pro-
20 portions :

To your Oratrix one sixth part thereof; to Mary E. Mc-
Laughlin, wife of Samuel C. McLaughlin, one sixth part thereof;
to Robert McLaughlin, one sixth part thereof; to William F. S.
McLaughlin, one sixth part thereof; to Mary E. Daly, wife of
Peter H. Daly, one sixth part thereof; and to Caroline G. Tay-
lor, wife of said William Taylor, one sixth part thereof; and that
said defendants may be directed to join in and execute all deeds,
and releases proper to assure to your Oratrix, and each of said
30 tenants in common the part allotted to them, your Oratrix be-
ing ready and willing to join in all proper acts for making and
effecting such partition.

And in case it shall appear that a partition thereof, cannot be
made without material injury to the interest of the parties in-
terested therein, that the said lands and premises may be de-
creed to be sold under the direction of this Court, and the
proceeds of the sale, after paying the costs and charges of this
suit, be divided among the said parties according to their re-
spective rights and interests therein. And that to that end the
rights and interests of the parties interested in the said premises
40 or in the proceeds thereof may be ascertained and declared by
the order or decree of this Court, and that your Oratrix may
have such further or other relief in the premises as the nature
of this case may require, and as shall be agreeable to equity;
may it please your Honor, the premises considered, to grant unto
your Oratrix a writ or writs of subpoena, issuing out of and
under the seal of this Honorable Court, to be directed to Samuel
C. McLaughlin and Mary E. McLaughlin his wife, Robert Mc-
Laughlin and Lucy Ann McLaughlin his wife, William F. S. Mc-
Laughlin, Mary E. Daly and Peter H. Daly her husband, and

Caroline G. Taylor and William Taylor her husband, and Abby A. 10
McLaughlin, thereby commanding them and each of them, on a
certain day and under a certain penalty therein to be inserted,
personally to be and appear before your Honor in this Honorable
Court, then and there to answer all and singular the prem-
ises, and to stand to, and abide such order and decree therein
as to your Honor shall seem meet and shall be agreeable to
equity and good conscience.

And your Oratrix, as in duty bound, will ever pray, &c.

NATH'L C. SLAIGHT,

Solicitor for and of Counsel with Complainant. 20

PETITION of William F. S. McLaughlin, one of the defend-
ants, a minor, for the appointment of Abby A. McLaughlin
Guardian, &c.

[Filed June 26th, 1863.]

ORDER FOR GUARDIAN AD LITEM.

[Filed June 27th, 1863.]

Upon reading the petition filed in this cause by William F. S.
McLaughlin, one of the defendants in this cause, setting forth
that he, the said William F. S. McLaughlin, is a minor under
the age of twenty-one years, and over the age of fourteen years, 30
and praying that Abby A. McLaughlin, one of the defendants
in this cause, and the mother of the petitioner, may be appoint-
ed his guardian *ad litem*, for him and in his behalf to make an-
swer and defence to the complainant's bill of complaint. And
upon reading the written assent of the said Abby A. McLaugh-
lin annexed to said petition that said appointment be made, and
also the affidavit of Sharon H. Waples, verifying the age of the
said petitioner, and setting forth that the said petition and
assent were signed in his presence. It is ordered that said Abby
A. McLaughlin be appointed guardian *ad litem* of the said 40
William F. S. McLaughlin, by whom he may appear and
answer and defend this suit.

Dated June 26th, A. D. 1863.

HENRY W. GREEN, C.

ANSWER.

[Filed September 24th, 1863.]

The answer of William F. S. McLaughlin, an infant under
the age of twenty-one years, by Abby A. McLaughlin his

guardian, a defendant to the bill of complaint of Margaret
10 Emily McLaughlin, complainant.

This defendant, now and at all times hereafter saving and
reserving to himself all and all manner of benefit and advan-
tage of exception that can and may be had and taken to the many
errors, uncertainties, insufficiencies, and other imperfections
in the said complainant's said bill of complaint contained, for
answer thereunto, or unto so much and such parts thereof as this
defendant is advised is in anywise material or necessary for him
to make answer unto, this defendant answers and says that he
20 admits it to be true that on or about the second day of May,
eighteen hundred and sixty-one, John G. McLaughlin was
seized in fee of and had title to the lands and premises partic-
ularly described in the complainant's bill, situate, lying and
being at Jersey City, in the County of Hudson, and State of
New Jersey, and that the said John G. McLaughlin acquired
his title to said lands and premises by the deeds to conveyance,
and by the descent, and in the manner in said bill particularly
mentioned and set forth. And this defendant further admits
that said deeds of conveyance are correctly stated and set forth
30 as in said bill mentioned in reference thereto.

And this defendant further answering admits that the said
premises are properly described in said bill, and are of the
dimensions therein described, and have erected thereon the
buildings in said bill mentioned, and are subdivided and num-
bered, and located as therein particularly specified, and that one
of said lots, known by the street number as one hundred and
forty-one Grove Street, is a vacant lot. And that each lot or
parcel of said premises is subject to the mortgages particularly
set out and specified in said bill of complaint, and that said
40 vacant lot is free from any mortgage whatever.

And this defendant further answering admits that by means
of the conveyances to the said John G. McLaughlin in said bill
mentioned, and by means of the death without a will of the
said Caroline McLaughlin, the said John G. McLaughlin became
the owner in fee simple, of the lands and premises therein
particularly described.

And this defendant further answering admits that all the
mortgages stated in said bill are outstanding incumbrances upon
said premises, and that the same were given and executed by

said John G. McLaughlin; and further admits that on the said 10
 second day of May, A. D. 1861, the said John G. McLaughlin
 being so seized of the said lands and premises subject to said
 mortgages, departed this life intestate, leaving the said child-
 ren and heirs at law him surviving in said bill mentioned,
 and also leaving Abby A. McLaughlin, his widow; all of whom
 are still living.

And this defendant further answering admits, that by rea-
 son of the death without a will of the said John G. Mc-
 Laughlin, the said lands and premises descended to and be-
 came the property of the said Samuel C. McLaughlin, George 20
 W. McLaughlin, Mary E. Daly, Caroline G. Taylor and the
 said complainant, and this defendant, the said children and heirs
 at law of the said John G. McLaughlin as tenants in common,
 share and share alike, subject to the said mortgages, and the
 dower or right of dower of the said Abby A. McLaughlin, and
 that thereby the said complainant became entitled to the un-
 divided one sixth part thereof; the said Samuel C. McLaughlin
 to the undivided one sixth part thereof; the said George W.
 McLaughlin to the undivided one sixth part thereof; this de-
 fendant to the undivided one sixth part thereof; the said Mary 30
 E. Daly to the undivided one sixth part thereof; and the said
 Caroline G. Taylor to the undivided one sixth part thereof; sub-
 ject as aforesaid, and subject also to the inchoate right of dower
 of Mary E. the wife of Samuel C. McLaughlin, and the inchoate
 right of curtesy of Peter H. Daly, the husband of said Mary E.
 Daly, and William Taylor, the husband of the said Caroline G.
 Taylor, or such other interest or estate as the said wife and
 husband might have had therein. And this defendant admits
 that he is an infant, of the age of seventeen years and upwards,
 and under the age of twenty-one years. 40

And this defendant further answering admits that the said
 Samuel C. McLaughlin conveyed his interest in the said lands
 and premises by words of general description unto George Mc-
 Laughlin, by deed of conveyance dated, acknowledged, and re-
 corded as in said bill mentioned, and that the said George Mc-
 Laughlin, with Harriet his wife, did also convey by like words
 of general description all the property so sold and conveyed to
 him by said Samuel C. McLaughlin, unto Mary E. McLaugh-
 lin, the wife of the said Samuel, by deed dated, acknowledged,
 and recorded as in said bill mentioned; but this defendant 10

charges and insists that said deeds last mentioned were without consideration, and as to the creditors of the said Samuel are fraudulent and void, though the said deeds are good and effectual between the parties thereto, as this defendant believes, and pass the interest of said Samuel in said premises to his said wife.

10 And this defendant further answering admits that the said George W. McLaughlin did execute and deliver a deed of conveyance of his part of said land and premises under his hand and seal to Robert McLaughlin, dated, acknowledged and recorded as in said bill mentioned; but this defendant charges that said conveyance was made upon merely a nominal consideration, and though good between the parties is void as to the creditors of the said George W. McLaughlin.

20 And this defendant further answering admits that the said lands and premises are now held and owned by the said complainant, and Mary E. McLaughlin, wife of Samuel C. McLaughlin, Robert McLaughlin, grantee of George W. McLaughlin, Mary E. Daly, Caroline G. Taylor, and this defendant, as tenants in common, share and share alike, each being entitled to and owning the undivided one sixth part thereof, subject to said mortgages and the dower of said Abby A. McLaughlin, and otherwise subject as in said bill mentioned.

30 And this defendant further answering says, that he as well as the said complainant has been and is desirous that a fair partition and division of the said lots of land and premises should be made as is set forth in the complainant's said bill of complaint and for this purpose this defendant joins in the prayer of the said complainant that a commission of partition may issue out of and under the seal of this Honorable Court, directed to proper persons as commissioners, to make partition of the said lands and premises, under the control and direction of this Honorable Court, and according to the rules of law and equity regulating cases of this nature; or in case it shall appear that a partition cannot be made of the said lands and premises without great prejudice to the owners of the same, that the said lots of land and premises may be decreed to be sold under the direction of this Court, and the proceeds of the sale after paying the costs and charges of this suit be divided among the parties, according to
40 their respective rights and interests therein.

And this defendant denies that there is any other matter or thing, in the complainant's bill of complaint contained, material or necessary for this defendant to make further answer unto, and not herein and hereby well and sufficiently answered, avoided, traversed, or denied, is true to the knowledge or belief of this defendant.

All which matters and things this defendant is ready to maintain, aver, and prove as this Honorable Court shall direct, and he prays as is above prayed, and as is prayed in the complainant's bill, &c. 10

ABBY A. McLAUGHLIN, Guardian of WILLIAM F. S. McLAUGHLIN, one of the defendants.

JAMES FLEMMING,
Solicitor and of Counsel, &c.

NEW JERSEY, Hudson County, ss :

Abby A. McLaughlin, guardian of the infant, defendant within mentioned, being duly sworn according to law, on her oath saith that the facts and allegations in the within answer set forth and contained, so far as they relate to the acts and deeds of this deponent, are true, and so far as they relate to the acts and deeds of other persons she believes them to be true, and further saith not. 20

ABBY A. McLAUGHLIN, Guardian.

Subscribed and sworn at Jersey City, before me, this 21st, day of September, A. D. 1863.



W. B. WILLIAMS,
Master in Chancery.

ANSWER.

[Filed October 14th, 1863.]

The joint and several answer of Samuel C. McLaughlin and Mary E. his wife, William Taylor and Caroline G. his wife, and Peter H. Daly and Mary E. his wife, six of the defendants to the bill of complaint of Margaret Emily McLaughlin, respectfully showeth : 30

That these defendants, reserving to themselves and each of them all benefit and advantage of exception to the bill of com-

plaint, for answer thereunto, answering, they say that they admit it to be true that John G. McLaughlin, in said bill named, died intestate on the second day of May, eighteen hundred and sixty-one, leaving the defendants Samuel C. McLaughlin, George W. McLaughlin, William F. S. McLaughlin, Mary E. Daly (formerly Mary E. McLaughlin), Caroline G. Taylor (formerly Caroline G. McLaughlin), and the complainant, Margaret Emily McLaughlin, his children and only heirs him surviving, and leaving also the defendant Abby Ann McLaughlin his widow, and that all of said heirs, as well as said widow, are now living; and that divers lots or parcels of land with certain improvements thereon; situated in Jersey City, in said County of Hudson, of which the said John G. McLaughlin died seized of an estate in fee simple in his own right, by reason of the decease and intestacy of said John G. McLaughlin, descended in equal undivided shares thereof to the said Samuel, George, William, Mary, Caroline and Margaret as tenants in common, each subject to the encumbrances of divers mortgages upon parcels of said real estate, and subject to the right of dower of the said widow in the equities of redemption of such parcels of said property as she has joined her said husband in mortgaging, and to her full right of dower in so much of said lands as she has not released from dower by mortgage.

And these defendants further answering admit that the said Mary E. the wife of said Samuel C. McLaughlin, Peter H. Daly, the husband of said Mary E. Daly, and William Taylor, the husband of said Caroline G. Taylor, are properly parties to said bill of complaint for the reasons set forth in said bill, and that the said William F. S. McLaughlin is an infant under the age of twenty-one years; and that the estate and interest of the said Samuel C. McLaughlin in said lands were, since the descent thereof to him from his father the said intestate, conveyed in fee by him to one George McLaughlin, the uncle of said Samuel, and that the same estate and interest have afterwards been conveyed in fee by the said George McLaughlin and Harriet his wife to the said Mary E. McLaughlin, the wife of said Samuel, and are now vested in her in her own right in fee simple absolute; and that said several conveyances are the same as are in said bill of complaint referred to, and that by virtue thereof the said Mary E. wife of said Samuel, is now a tenant in common in the

said real estate whereof said John G. McLaughlin died seized, in the place of her said husband Samuel, and she is entitled to the equal undivided one sixth part thereof, which came by descent to her said husband as aforesaid. 10

And these defendants further answering say that they admit it to be true that the lands and real estate of which the said John G. McLaughlin died seized are :

In the first place—Four lots in Jersey City aforesaid, known and distinguished on a map of property belonging to Abijah Mann, junior, made by Joseph F. Bridges, July 29th, 1847, and filed in the office of the Clerk of the County of Hudson, as lots numbered one hundred and forty-one (141), one hundred and forty-two (142), one hundred and forty-three (143), one hundred and forty-four (144), on Grove Street, as the same are described on said map, with tenements, hereditaments and appurtenances, reversions and remainders, rents, issues, and profits thereof; and that the same were conveyed to him by the deed of Abijah Mann, junior, and his wife, on or about the first day of April, eighteen hundred and fifty-two; and that the said lots taken together form a plot of ground of one hundred feet square on the corner of Grove and York Streets, and that the erections upon said lots are as in said bill stated. 20

In the second place—All those two lots of land in Jersey City, which on a map of said place made by Joseph F. Mangin, for the associates of the Jersey Company, are known and distinguished as parts of lots numbered sixty-five (65), sixty-seven (67), and sixty-nine (69), in York Street; said parts forming two lots each twenty-two (22) feet wide by seventy-five (75) feet deep, and both fronting on Warren Street, and taken together they are bounded and described as follows: Beginning on the southwesterly corner of York and Warren Streets, thence running along the westerly line of Warren Street forty-four (44) feet, thence westerly and parallel with York Street seventy-five (75) feet, thence northerly and parallel with Warren Street forty-four (44) feet to the southerly line of York Street, thence easterly along the southerly line of York Street seventy-five (75) feet to the place of beginning, with the appurtenances, reversions and remainders; and that the said two lots were conveyed to the said John G. McLaughlin by the deed of Henry Southmayd and Clarissa his wife, dated the twenty-sixth day of February, eighteen 40

hundred and forty-nine, and that the improvements and erections thereon are as in said bill stated.

In the third place—All that certain lot of land and premises
 10 situate in Jersey City, formed by parts of those two lots of land and
 premises which on a map of said place made by Joseph F. Man-
 gin, for the associates of the Jersey Company, are known and dis-
 tinguished as lots numbered twenty-five (25) and twenty-seven
 (27) in Montgomery Street, and which parts of said lots are to-
 gether bounded as follows: Beginning on the westerly side of
 Greene Street, at the distance of thirty-nine (39) feet southerly
 from the southwestly corner of Greene and Montgomery Streets,
 thence running westerly and parallel with Montgomery Street
 fifty (50) feet, thence southerly and parallel with Greene Street
 20 twenty-eight (28) feet, thence easterly and parallel with Montgo-
 mery Street fifty (50) feet to the westerly side of Greene Street,
 thence northerly and along the westerly side of Greene Street
 twenty-eight (28) feet to the place of beginning, being twenty-
 eight feet wide in front and rear, and fifty (50) feet deep on
 each side, together with the tenements, hereditaments and ap-
 purtenances, remainders and reversions; and that the said John
 G. McLaughlin derived his title to the same in the manner in
 said bill of complaint particularly stated, and that the improve-
 ments and erections thereon are as in said bill stated.

30 And these defendants further answering say, that they are in-
 formed and believe it to be true, that the said real estate, with
 the exception of one vacant lot on Grove Street, has been mort-
 gaged by the said John G. McLaughlin and the defendant Abby
 Ann his wife, before the decease of the said John G.
 McLaughlin, and that such mortgages as are mentioned in the
 complainant's bill of complaint were made, executed and deliver-
 ed by them; but these defendants do not know how much of the
 principal money for which said mortgages were given remains
 unpaid, or what arrears of interest if any remain due thereon,
 40 and if any of the said principal sums or any part thereof has been
 paid, these defendants do not know which principal money or
 what part or parts thereof has been so paid, nor to what extent
 or in what manner the income and profits of said lands and real
 estate since the decease of said John G. McLaughlin, amounting
 to a very large sum of money, and which has never been ac-
 counted for or divided by the said Abby Ann McLaughlin, who

has collected such income and profits, have been applied by her upon said mortgage debts, or if not applied thereon, what amount of money is in the hands of any person ready to be applied to the payment of said mortgage debts. 10

These defendants therefore leave said complainant to such proof of the existance of mortgage liens upon said property or any part thereof as may be necessary to establish the same, and pray that an account be taken of the rents, issues and profits of said real estate, and which of right belong to the above mentioned heirs at law of the said decedent, and by whom collected and how applied to the payment of said mortgage liens, if so applied at all, or if not so applied, that the same may be ascertained and ordered to be appropriated towards the payment of said mortgage liens in such a manner as shall be agreeable to good conscience and equity. And that also a partition of said real estate may be decreed among the heirs at law of said decedent according to the course and practice of this Honorable Court by commissioners to be appointed for that purpose. 20

And these defendants deny that there is any other matter, cause or thing in the complainant's bill of complaint contained material or necessary for these defendants to make further answer unto, and not herein and hereby well and sufficiently answered, avoided, traversed or denied, is true to the knowledge or belief of these defendants. 30

All which matters and things these defendants are ready to maintain, aver and prove as this Honorable Court shall direct, &c.

J. R. WORTENDYKE,

Solicitor for and of Counsel with said Defendants.

NEW JERSEY, ss.—Samuel C. McLaughlin and Mary E. his wife, William Taylor and Caroline G. his wife, and Peter H. Daly and Mary E. his wife, the defendants named in the foregoing answer, being duly sworn according to law, on their oaths depose and say, that the acts, matters and things set forth and contained in the foregoing answer, so far as they relate to their own acts and deeds, are true, and so far as they relate to the acts and deeds of other persons, they believe them to be true. 40

SAMUEL C. McLAUGHLIN,

CAROLINE G. TAYLOR,

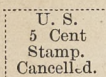
WILLIAM TAYLOR,

PETER H. DALY,

MARY E. DALY,

MARY E. McLAUGHLIN.

Sworn and subscribed the fourteenth day of October, A. D. eighteen hundred and sixty-three, before me.



S. B. RANSOM;
Master in Chancery of New Jersey.

10

Decree Pro Con.

[Filed November 19th, 1863.]

Made against Robert McLaughlin, and Lucy Ann his wife, and Abby A. McLaughlin.

HENRY W. GREEN, C.

Decree Interloc. and Reference to Master.

[Filed December 12th, 1863.]

This cause being opened to the Court by Nathaniel C. Slaight of counsel with the complainant, and it appearing that process of subpoena for the defendants to appear and answer the complainant's bill hath been duly issued and returned duly served upon all of the defendants, and that the said defendants Robert McLaughlin, Lucy Ann his wife, and Abby A. McLaughlin have not nor have any or either of them appeared, pleaded, answered or demurred to the said bill of complaint within the time limited by law, or at any other time, but that they have wholly failed and neglected so to do; and it further appearing that one other of the defendants, to wit, William F. S. McLaughlin, who is an infant under the age of twenty-one years, has by his guardian Abby A. McLaughlin duly filed his answer, praying that whatever estate and interest he may have in the premises mentioned in the complainant's bill may be protected and saved to him; and that six other of the defendants, to wit: Samuel C. McLaughlin and Mary E. his wife, Peter H. Daly and Mary E. his wife, and William Taylor and Caroline G. his wife, have duly filed their answer, praying that the premises described in said bill may be partitioned as therein is prayed, and which answers admit the facts and circumstances stated and set forth in the said bill; and a decree *pro confesso* having been entered on the nine-

teenth day of November, A. D. eighteen hundred and sixty-three, against the said Robert McLaughlin and Lucy Ann his wife, and Abby A. McLaughlin, and the solicitors of the respective parties consenting thereto. It is therefore, on this twelfth day of December, in the year of our Lord one thousand eight hundred and sixty-three, ordered, adjudged and decreed that it be referred to Washington B. Williams, Esquire, one of the special Masters of this Court, to ascertain the truth of the allegations of the complainant's bill, and the interest of the said infant defendant, and to report the right, title and interest of the parties severally and respectively in the premises mentioned and described in the bill of complaint in this cause, and the amount of encumbrances thereon; and also to report to this Court whether the said premises and real estate are so situate that a partition thereof can be made without prejudice to the rights and interests of the parties therein; and that said Master make his report to this Court on the eleventh day of January, in the year of our Lord one thousand eight hundred and sixty-four.

10

20

HENRY W. GREEN, C.

The Interloc, decree consented to as appears by the endorsements thereon, as follows :

"I consent to the within decree."

J. R. WORTENDYKE, *Solicitor*
of Samuel C. McLaughlin and wife, and others.

Dec. 8th, 1863.

"I also consent to the within decree."

JAMES FLEMMING, *Solicitor*
for Abby A. McLaughlin, Guardian, &c., 30

Dec. 11th, 1863.

Affidavit.

[Filed December 4th, 1867.]

STATE OF NEW JERSEY, Hudson County, ss.

Margaret Emily McLaughlin, of full age, being duly sworn according to law, deposes and says, that she is the complainant in

the above entitled suit. That the matters and things set forth in complainant's bill, the same being admitted as true by such of the defendants as made answer thereto, and taken as confessed
 10 against the other defendants, were referred by decree of the Court of Chancery to Washington B. Williams, Esquire, special Master, &c., to report thereon. But before the said Master had made his report thereon, this deponent, complainant aforesaid, at the request of the defendants or some of them, requested that the proceedings in partition in above entitled suit be no further proceeded with until such time as the said William F. S. McLaughlin, one of said defendants, then being an infant under the age of twenty-one years, should attain his majority, arrive at
 20 the age of twenty-one years. It being then suggested to this deponent that upon the said infant becoming of full age, the parties in interest might lawfully make partition among themselves or agree upon a sale and divide the proceeds, as the case might be, without incurring further costs by the proceedings in Chancery in the nature of partition. With this view of the matter, and at the request of the defendants aforesaid or some of them, this deponent requested the proceedings in partition stayed, and they were accordingly no further proceeded with on the part of this complainant. Said Master likewise by request did not further investigate the matter and made no report.

30 And this deponent further saith that the said William F. S. McLaughlin has since become of lawful age, and is now of the age of twenty-one years and upwards; and that it is impracticable and impossible for the said parties in interest to make partition of the said lands described in the said bill, or to sell and convey away the same and divide up the proceeds, since the said defendants and the said complainant cannot agree among themselves upon any equitable partition thereof, and therefore this deponent, complainant as aforesaid, prays that the same may be partitioned or sold and proceeds divided according to law and
 40 equity.

And further deponent saith that all the said parties to the said suit are living at the present time.

And deponent further saith that said premises and real estate mentioned and described in her said bill of complaint are so situate, that in her judgment and belief, a partition thereof cannot be made, without prejudice to the rights and interests of the

parties therein, and therefore deponent prays that said premises and real estate may be sold by decree of the Court and the proceeds divided as in and by her said bill of complaint is prayed.

And this deponent accordingly prays a decree may be made 20 by the Court of Chancery allowing^g the said Master further time in which to make his said report, and that the Master make his report to said Court with all convenient speed.

And as in duty bound this deponent will ever pray, &c.

M. E. McLAUGHLIN.

Subscribed and sworn to at Jersey City, this 23d day of November, A. D. 1867, before me.

EDGAR B. WAKEMAN,
Master in Chancery, New Jersey.

Order for Substitution.

[Filed December 4th, 1867.]

30

It appearing to the Court that Nathaniel C. Slaight, the solicitor of the complainant in the above stated cause, has consented to the substitution of Slaight & Lewis as solicitors, &c., and no cause appearing to the contrary : It is on this fourth day of December, in the year one thousand eight hundred and sixty-seven, ordered that Slaight & Lewis be substituted as solicitors for the complainant in the place and stead of the said Nathaniel C. Slaight, on motion in behalf of the complainant.

A. O. ZABRISKIE, C.

Order Enlarging Time, &c.

[Filed December 4th 1867.]

40

Upon opening the matter this day to the Chancellor, by Slaight & Lewis, solicitors, and of counsel with the complainant, and upon reading the affidavit of Margaret Emily McLaughlin, the complainant, whereby it appears that the Master, to whom the matters and things set forth in the complainant's bill were referred by an interlocutory decree and order of reference in this

cause heretofore made, to ascertain the truth thereof, and the interests of the several sparties thereto, and to report
 10 the right, title and interest of the parties severally and respectively in the premises, &c., as in and by said decree he was directed, made no report thereon, but omitted to make the same at and by the request of complainant, for the reasons set forth in her said affidavit; and whereby it also appears that the said William F. S. McLaughlin set forth in said bill of complaint as an infant, has since become and is now of the age of twenty-one years and upwards, and that the several parties in interest cannot make partition among themselves, and therefore praying that
 20 the said Master be allowed further time to make his said report, and that he report thereon with all convenient speed: It is thereupon, on this fourth day of December, in the year one thousand eight hundred and sixty-seven, further ordered that the time heretofore limited in which the said Master was, by decree heretofore made, directed to report, &c., be, and the same is hereby enlarged and further extended, and that the said Master do make his report in the premises, as in and by said decree required, to the Chancellor, on the twenty-fourth day of December instant, at ten o'clock in the forenoon, at the State House in Trenton.

A. O. ZABRISKIE, C.

30 Time in which Master was required to report, further extended to January, 13, 1868.

Master's Report.

[Filed January 13th, 1868.]

In pursuance of an order of reference made in this cause on the twelfth day of December, in the year eighteen hundred and sixty-three, whereby it was referred to me to ascertain the truth of the allegations of the bill of complaint, and the interest of the infant defendant, and to report the right, title and interest of the parties in the premises described in the said bill, and the
 40 amount of incumbrances thereon, and whether said premises are so situate that a partition thereof can be made without prejudice to the rights and interests of the parties; and of an order dated the fourth day of December last, directing the Master to make his report on the twenty-fourth day of December last,

and of a stipulation by the parties and a further order extending such time to report to the thirteenth day of January instant:

I hereby respectfully report, that I have been attended by the respective parties and their solicitors, having duly summoned them; have taken certain depositions annexed; have inspected the said premises and real estate, and have considered the matters referred to me. 10

And I report that the rights and interests of the parties in said premises are as follows:

1. The defendant, Abby Ann McLaughlin, the widow of John G. McLaughlin, deceased, is entitled to dower as such widow in all the real estate described in said bill.

2. The said Abby Ann McLaughlin is seized in fee of one undivided sixth part of said premises.

3. The defendant, Robert McLaughlin, is seized in fee of two undivided sixth parts of said premises, and Lucy Ann, his wife, is entitled to an inchoate right of dower in said two-sixths, subject to the dower of said Abby Ann, as aforesaid. 20

4. The defendant Caroline G. Taylor is seized (in fee) of one undivided sixth part of said premises, subject to dower as aforesaid.

5. The defendant Mary E. McLaughlin is seized in fee of one undivided sixth part of said premises, subject to dower, as aforesaid.

6. The complainant, Margaret Emily McLaughlin, is seized in fee of one undivided sixth part of said premises, subject to dower as aforesaid. 30

And I report that as appears from the evidence before me the following incumbrances exist upon said property:

1. Mortgage for \$2,500 to Philip Gordon, dated January 14, 1854, on part of first tract in bill, interest on which has been paid to November 1, 1867.

2. Mortgage for \$2,500 to Philip Gordon, dated January 14, 1854, on part of first tract in bill, interest on which has been paid to November 1, 1867. 40

3. Mortgage for \$2,000 to Provident Institution for Savings in Jersey City, dated October 7, 1854, on part of first tract in bill, interest paid to January 1, 1868.

4. Mortgage for \$1,500 to James C. Van Buskirk, dated December 6, 1856, on part of first tract in bill, interest paid to May 1, 1867.

5. Mortgage for \$2,000 to said Provident Institution for Savings, dated January 29, 1859, on part of first tract in bill, interest paid to January 1, 1868.

10 6. Mortgage for \$4,000 to the Jersey City Insurance Company, dated November 29, 1856, on part of second tract in bill, interest paid to January 1, 1868.

7. Mortgage for \$750 dated November 21, 1846.

8. Mortgage for \$500 dated September 14, 1849.

9. Mortgage for \$750 dated February 12, 1851.

All of these three last mortgages made to the Provident Institution for Savings in Jersey City, on part of second tract in bill, interest paid to January 1, 1868.

20 10. Mortgage for \$1,000 to Jasper Cadmus, Jr., and his wife Margaret, dated May 24, 1836, on third tract in bill, interest paid to May 1, 1867.

The total principal of said mortgages is seventeen thousand five hundred dollars.

The premises, comprised in each and other particulars, are more fully stated in the deposition of William P. Douglass, annexed to and forming part of this report, and in exhibit No. 8 therein referred to. All of said mortgages are past due.

30 There appears to be no further or other incumbrance against said property, except so far as it may be deemed that the one-sixth part now vested in Mary E. McLaughlin may be affected by judgments rendered against Samuel C. McLaughlin after the making and recording of the conveyances of said one-sixth part by said Samuel C., to George McLaughlin, and by said George and his wife to said Mary E. McLaughlin, as may be found stated in the bill, in regard to which judgments there is no evidence before me showing that they are liens upon the said undivided sixth part.

40 And I report that it appears from the evidence, that taking into consideration the nature, value and character of improvements of the real estate in question, and the number of shares and amount of incumbrance, the said real estate is so situate that a partition thereof cannot be made without preju-

dice to the rights and interests of the parties, and that my opinion is founded upon the depositions of the several witnesses which are hereto annexed.

And I report that pending this suit, William F. S. McLaughlin has attained the age of twenty-one years, and has conveyed the one undivided sixth part of said premises, owned by him when the bill was filed, to the said Abby A. McLaughlin, so that there is no longer any infant defendant herein.

And I report that a sale of said premises would be more advantageous to all of the said parties in interest than an actual partition, and that it is for the interest of said parties in interest that such sale should be made free and clear of dower, and that just and reasonable compensation should be awarded out of the proceeds of sale for the right of dower in said premises, and that due regard for the interests of the several parties requires that such sale be made in parcels as may, to the Master conducting the same, appear expedient, and that he be authorized to pay off such of said mortgages as he may deem proper out of the proceeds, and also any tax or assessment liens which may at the time of sale be due. 10

All of which is respectfully submitted. 20

Dated January 10th, 1868.

WASHINGTON B. WILLIAMS,
Master in Chancery.

Depositions accompanying Report.

[Filed January 13th, 1868.]

Depositions taken in pursuance of an order of reference in the above cause, dated December 12th, 1863, and of an order extending the same, dated December 4th, 1867, in presence of Slaight & Lewis, solicitors for complainants, and of J. R. Wortendyke, for defendants, the other defendants not appearing, all the defendants having been duly summoned. 30

December 17th, 1867.

Abby Ann McLaughlin, being duly sworn on her oath, saith :
I am the widow of John G. McLaughlin and was guardian of William F. S. McLaughlin.

I reside at 143 Grove Street, being the same house where my husband lived at his decease; I have continued to live there ever since his decease, no dower having been assigned to me.

10 My husband, John G. McLaughlin, died in Jersey City, May 2d, 1861. He left no will that we ever knew of. He left six children:—

Caroline G., wife of William Taylor; Samuel C. McLaughlin, his wife's name is Mary E.; Mary Ellen, wife of Peter H. Daly; George W. McLaughlin, unmarried; Margaret Emily McLaughlin; William F. S. McLaughlin, he is now twenty-one years of age; he was the only one under age when the bill in this cause was filed.

20 I was appointed his guardian by the Orphan's Court soon after his father's death.

At the time of his decease, my husband owned, to the best of my knowledge, the property described in the bill.

George W. has transferred his interest to Robert McLaughlin.

Mary E. Daly and her husband have conveyed their interest to Robert.

William has transferred his interest to me by deed now produced, Exhibit 1. I hold, therefore, an undivided sixth and my right of dower.

30 I have had charge of the estate since the death of my husband, have collected the rents and paid the liabilities.

I produce Exhibits 2, 3, 4, 5 and 6, which are correct statements of the receipts from the real estate, and of expenses relating to the real estate, received and paid by me down to August 1st, 1867.

These accounts show the total of receipts by me from real estate to have been nineteen thousand nine hundred and twenty-three $\frac{86}{100}$ dollars.

Total expenses, thirteen thousand two hundred and thirty-one $\frac{97}{100}$ dollars.

40 Balance, six thousand six hundred and ninety-one $\frac{11}{100}$ dollars. This balance was divided among the heirs by me, from time to time; about every six months I divided whatever surplus there was among the heirs, and paid them their portions all, except Samuel.

I have not paid him any of that rent; his credit then for monies out of estate is \$743,88.

The reason I did not pay him was on account of a bill he was owing the estate, amounting to \$1,170, up to May 1st, 1862.

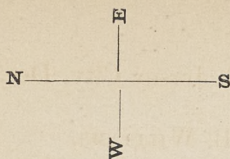
This claim was for seven years rent of dwelling and store 10
147 and 149 Green Street, at \$150 a year, making \$1,050 up to
May 1st, 1862. And also \$120, due said estate, \$80 of it for a
wagon furnished him by John G. McLaughlin, and of \$40 for a
difference arising on an exchange of horses.

Samuel owes, also, \$800, as follows:

He bought William's interest in the store for \$800, and gave me his receipt purporting to be an account of his portion of the estate, for that \$800. That \$800 I was responsible for as William's guardian, and it was not settled for in the distribution of personal property.

In paying over these moneys to the heirs, I paid out the fol- 20
lowing, which I think ought to have been retained as my own,
viz: the rent of the office corner of York and Grove Streets,
being three years rent from May 1st, 1861 to May 1st, 1864, at
\$100 a year\$300.00
Three years and three months, from May 1st, 1864, to
Aug. 1st, 1867, at \$150 a year \$487.50
Total \$787.50

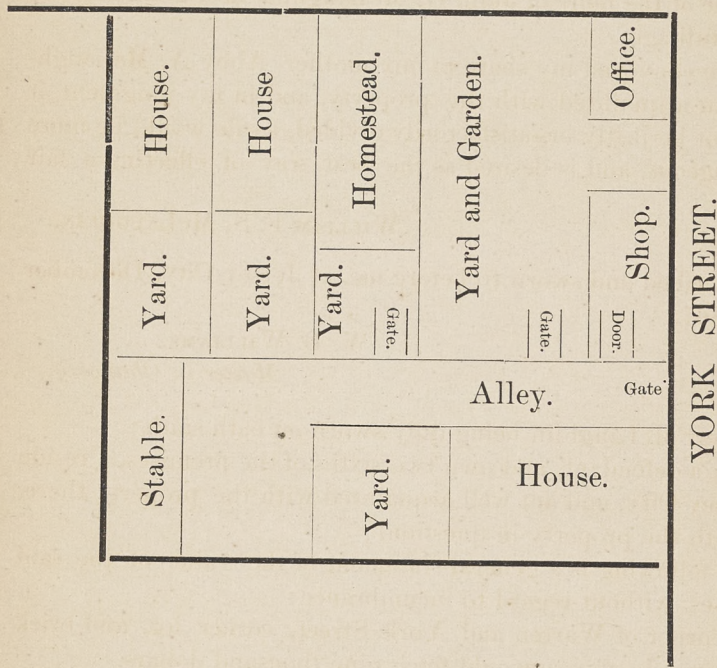
I claim allowance for this as paid by ignorance, on the ground that this office is built upon the ground that was retained for the 30
use of the homestead.



GROVE STREET.

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20



This diagram represents the property ; I live in the "house." At my husband's decease he occupied the "office," the first floor, as a real estate office for his own business ; the upper floor for a store-room for furniture and other articles belonging to the house and office. The furniture in the office belongs to me ; it is office furniture and the office is rented to Wm. Harney as a real estate office. I bought office furniture for it out of my own money, and we kept the office for a while, and then I rented it. Adj. to Sat. 21st.

December 21st, 1867.

I now produce a statement from August 1st, 1867 to December 21, 1867, which shows balance on hand for that time to be \$448.46.

ABBY A. McLAUGHLIN,

Subscribed and sworn to before me, at Jersey City, Dec. 21st, 1867.

W. B. WILLIAMS,
Master in Chancery.

William F. S. McLaughlin being duly sworn on his oath saith :
I am one of the heirs of John G. McLaughlin deceased ; and am
now of full age.

I have conveyed my share to my mother Abby A. McLaughlin, I am acquainted with the property, and in my judgment it could not be justly or satisfactorily divided, a sale would be more advantageous, and is desired as the best way of effecting a fair division. 10

WILLIAM F. S. McLAUGHLIN,

Subscribed and sworn to before me, at Jersey City, December 21st, 1867.

W. B. WILLIAMS,
Master in Chancery.

Robert McLaughlin being duly sworn on oath saith :

I am a defendant, and own two sixths of the premises, I reside in Jersey City, and am well acquainted with the property there, 20
and with the property in question.

The following is a general statement of the value of the said premises, without regard to incumbrance :

1. Corner of Warren and York Street, corner lot, and brick building. I suppose would fetch nine thousand dollars.
2. 129 Warren St., adjoining above, being a dwelling house and lot, is also worth about nine thousand dollars.
3. 147 Grove, 145 Grove and 143 Grove Street, taking the lots at 100 feet deep, are worth seventy-five hundred dollars each.
4. Corner York and Grove Street, vacant lot and office, about 30
five thousand dollars.
5. 214 York Street, brick house and lot, about six thousand dollars.
6. Lot on Greene near Montgomery Street, and frame building, about six thousand dollars.

I am well acquainted with the property and the incumbrances, all the lots (unless it may be that the corner of York and Grove Street is not mortgaged) are incumbered by mortgages, and none of the heirs of John G. McLaughlin, have any money to

pay any differences arising in dividing the property, I am satisfied that a division could not be advantageously made, nor made without a detriment to the interest of the heirs. The property would sell very advantageously, and a division by sale would be far more advantageous to the heirs. I have consulted with all of them, and with the widow; and all are of the same opinion that I have expressed and desire a sale in preference to a partition, being all agreed that the partition would be less advantageous to them.

10

R. McLAUGHLIN,

Subscribed and sworn to before me, at Jersey City, December 18th, 1867.

W. B. WILLIAMS,
Master in Chancery.

John N. Fiacre being duly sworn on his oath saith :

I reside in Jersey City, am well acquainted with the situation and value of property there, and with the property described in the bill of complaint, I am a holder of considerable real estate, and have bought and sold a good deal of it in Jersey City for
20 twenty-five years past, I have made an estimate of the values of the different parcels of the property, late of John G. McLaughlin deceased, as follows :

1. Corner of Warren and York Streets, corner lot and brick building with store at ninety-five hundred dollars.
2. 129 Warren Street, at eighty-six hundred dollars.
3. 147 Grove and 145 Grove at eight thousand five hundred dollars each, and 143 Grove Street, at nine thousand dollars, In valuing these three houses I estimated them with lots seventy-two feet deep as now inclosed. If No. 145, and 147 Grove were
30 run through to the full depth of 100 feet, *i. e.*, 28 feet more, I should say they would be worth four hundred dollars more each.
4. The vacant lot 18 by 72, between 143 Grove and office, I value at eighteen hundred dollars.
4. The office and lot, with shop, being 20 by 72, I value at thirty-six hundred dollars.
5. 214 York Street, (old number) brick house and lot, of 20x60, at five thousand five hundred dollars.
5. Alley 8x60, and space of 28x40, with stable, I value at
40 \$1,100.

6. Green near Montgomery, six thousand dollars.

If a sale were made I should sell the Grove Street property as now enclosed.

In my judgment a sale would be by far the most advantageous and satisfactory way to divide this money.

JOHN H. FIACRE,

Subscribed and sworn to before me, at Jersey City, December 24th, 1867.

W. B. WILLIAMS,

Master in Chancery. 10

William P. Douglas being duly sworn on his oath saith :

I am an Attorney at Law in Jersey City; at request of the Solicitors of the complainant, I have carefully searched the records of the County of Hudson to ascertain the incumbrances existing upon the lands whereof John G. McLaughlin died seized, which lands are described in the bill of complaint.

First tract in bill. Lots, 141, 142, 143, 144 on Grove Street, on map of property of Abijah Mann, Jr., I find as follows :

1. Mortgage, John G. McLaughlin and wife, to Philip Gerdon for \$2500, dated Jan. 14th, 1854, Registered Jan. 27th, 1854. 20
Liber 12, page 422, on part of lot, No. 141, see discription in abstract signed by me and marked exhibit 8, (No. 147 Grove Street.)

2. Mortgage John G. McLaughlin and wife, to Philip Gordon, for \$2,500, dated, Jan. 14th, 1854, registered, Jan. 27th, 1854, Liber 12, page 424, on parts of lots Nos. 141, 142, see exhibit 8, (No. 145 Grove Street.)

3. Mortgage John G. McLaughlin and wife, to the Provident Institution for Savings in Jersey City, for \$2000, dated, Oct. 7th 1854, registered Oct. 11th, 1854, Liber 14, page 163, on part of 30
lots 141, 142, 143, 144, exhibit 8, (No. 214, York Street.)

4. Mortgage John G. McLaughlin and wife, to James C. Van Buskirk, for \$1500, dated, Dec. 6th 1856, registered, Dec. 12th, 1856, Liber 17, page 314, on part of 144, see exhibit 8, (corner.)

5. Mortgage John G. McLaughlin and wife, to the Provident Institution for Savings in Jersey City, for \$2000, dated and registered Jan. 29th, 1859, Liber, 20, page 412, on parts of lots 142, 143, see exhibit 8, (No. 143 Grove Street.)

Second tract in bill 44 feet on Warren and 75, on York Street, at S. W. corner.

6. Mortgage John G. McLaughlin and wife, to the Jersey City, Insurance Co., for \$4000, dated, Nov. 29th, 1856, registered, Dec. 4th, 1856, Liber, 17, page 291, on 22x75, at S. W. corner of York and Warren Streets.

7. Mortgage Henry J. Southmayd and wife, to the Provident Institution for Savings, in Jersey City, for \$750, dated, Nov. 21st, 1846, Registered, May 17th, 1847, Liber, 4, page 180, on 22x75, adjoining the above.

10 8. Mortgage John G. McLaughlin and wife, to the Provident Institution for Savings, in Jersey City, for \$500, dated and registered, Sept. 14th, 1849, Liber, 5, page 622, on 22x75, same as last mortgage.

9. Mortgage John G. McLaughlin and wife, to the Provident Institution for Savings, in Jersey City, for \$750, dated Feb. 12th, 1851. registered Feb. 13th, 1851, Liber, 7 page 70, on same property as last.

I find this is all the mortgages on the records, of Hudson County uncanceled, in the names of John G. McLaughlin or the heirs, which affect the premises in the bill described. I find no
20 judgments unsatisfied of record against John G. McLaughlin, no judgments against any of the heirs of John G. McLaughlin, nor against any of the present tenants in common, except Samuel C. McLaughlin. There are several judgments shown in the abstracts marked exhibit 8, against Samuel C.

* 10. I find also a mortgage made by John G. McLaughlin and Abby Ann his wife, to Jasper Cadmus, Jr. and wife Margaret, dated May 24th, 1836, recorded May 26th, 1836, in book B. of mortgages for Jersey, page 41, to secure \$1000, on the premises thirdly described in the complainants bill, being in Green
30 Street.

WILLIAM P. DOUGLASS.

Subscribed and sworn to before me, at Jersey City, December 24th, 1867.

W. B. WILLIAMS,
Master in Chancery.

Stipulation.

[Filed January 13th, 1868.]

The usual order of reference having been by consent of the parties made in this cause, directing the Master to report the right and interests of the parties, and whether the premises described in the bill can be partitioned without prejudice, and it having been inconvenient to the parties to attend before the Master within the time set for his report by the orders heretofore made in regard thereto, and the said Master having been attended, and having made report bearing date the tenth day of January instant, setting forth among other things that an actual partition cannot be made without prejudice. 10

And the defendant Abby A. McLaughlin having since the decease of John G. McLaughlin her husband, received rents, paid divers expenses in the care and management of said real estate, and enjoyed part of said real estate, and there being no direction in the order of reference as to an account of what she has so received, expended and enjoyed.

It is stipulated that the Master's report be confirmed without a rule nisi, and a decree made at once in conformity therewith. 20
And that before the decree of distribution of proceeds of sales shall be made, an account of what the said Abby A. McLaughlin has so received, expended and enjoyed shall be taken under direction of this Court in order that the rights of the several parties interested therein may be determined upon report by a Master or otherwise, as the court may direct, and be finally adjusted out of such proceeds of sales.

Dated January 11th, A.D. 1868.

SLAIGHT & LEWIS,

Solicitors of Complainant. 30

R. McLAUGHLIN, self and wife; ABBY A. McLAUGHLIN; J. R. WORTENDYKE, *Solicitor for S. McLaughlin, wife, and others*; JAMES FLEMMING, *Solicitor for ABBY A. McLAUGHLIN, Guardian, &c.*

Decree for Sale.

[Filed January 14th, 1868.]

This cause coming on to be heard in the presence of Slaughter & Lewis, solicitors, and of counsel with the complainant, and it

appearing that in pursuance of the decretal order heretofore made in this cause, Washington B. Williams, Esq., one of the special Masters of this Court, hath made his report, bearing date on the tenth day of January, eighteen hundred and sixty-eight, by which report it appears that the rights and interests of the parties in the premises mentioned and described in the complainant's bill are as hereinafter declared and set forth, and that the said lands and premises are so situate that a partition thereof can, not be made without a great prejudice to the owners of the same-
 10 and that in case of a sale of said premises, under all the circumstances of the case, regard being had to the interests of all the parties, the estate of the defendant Abby A. McLaughlin as tenant in dower in the said premises ought not to be excepted from the sale thereof, but that the same should be sold and no cause being shown or appearing against confirming the said report, it is thereupon, on this fourteenth day of January, in the year of our Lord one thousand eight hundred and sixty-eight, by his Honor Abraham O. Zabriskie, Chancellor of the State of New Jersey, ordered, adjudged, and decreed, and the said Chancellor doth by
 20 virtue of the power and authority of this Court hereby order, adjudge and decree that the said Master's report, and the matters and things therein contained, do stand ratified and confirmed, and that the parties to this suit hereinafter named are seized of and entitled to the lands and premises described in the complainant's bill, with the appurtenances, and that their respective rights and interests therein are and they are hereby ascertained, adjudged and declared to be as follows, to wit :

The defendant Abby Ann McLaughlin, the widow of John G. McLaughlin deceased, is entitled to dower as such widow in all
 30 of the real estate described in said bill. The said Abby Ann McLaughlin is seized in fee of one undivided sixth part of said premises. The said William F. S. McLaughlin, infant defendant at the time of filing the said bill, having since attained the age of twenty-one years, and having conveyed the one undivided sixth part of said premises owned by him when the bill was filed to the said Abby A. McLaughlin, so that there is no longer any infant defendant herein, and the portion of said premises to which the said William F. S. McLaughlin was entitled at the time of the filing of the bill and before making the conveyance aforesaid, the said Abby Ann McLaughlin is now seized of
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in fee, it being the one undivided sixth part aforesaid of said premises. The defendant Robert McLaughlin is seized in fee of two undivided sixth parts of said premises, and Lucy Ann his wife is entitled to an inchoate right of dower in saith two sixth, subject to the said dower of said Abby Ann as aforesaid. The defendant Caroline G. Taylor is seized of one undivided sixth part of said premises, subject to dower as aforesaid. The defendant Mary E. McLaughlin is seized in fee of one undivided sixth part of said premises, subject to dower as aforesaid.

The complainant Margaret Emily McLaughlin is seized in fee, 10
of one undivided sixth part of said premises, subject to dower as aforesaid of the said Abby Ann.

Said premises are subject to certain mortgages recited and particularly set forth in said Master's report, the total principal amount of which said mortgages taken together is seventeen thousand five-hundred dollars.

And it is further ordered, adjudged, and decreed, that all and singular the said premises mentioned in the said bill of complaint and therein described as follows to wit:

All those four certain lots pieces and parcels of land situate 20
lying and being in Jersey City, in the County of Hudson and State of New Jersey, known and distinguished on a map of property belonging to Abijah Mann, Jr., made by Joseph F. Bridges, July 29th, 1847, and filed in the office of the Clerk of the County of Hudson in said State of New Jersey, as lots numbered one hundred and forty-one (141), one hundred and forty-two (142), one hundred and forty-three (143), and one hundred forty-four (144), on Grove Street, as the same are laid down on said map.

Also, all those two certain lots of land situate lying and being 30
in Jersey City, in the County of Hudson and State of New Jersey; and which on a map of the said plan made by Joseph F. Mangin, for the Associates of the Jersey Company, are known and distinguished as parts of lots numbered sixty-five (65), sixty-seven (67), and sixty-nine (69), in York Street, and the parts of the said three lots thereby intended to be conveyed form two lots of twenty-two, by seventy-five feet, each fronting on Warren Street, and taken together are bounded as follows, viz: beginning on the south westerly corner of York and Warren Streets, thence running southerly along the westerly line of Warren 40

Street forty-four feet, thence westerly and parallel with York Street seventy-five feet, thence northerly and parallel with Warren Street forty-four feet, to the southerly line of York Street, thence easterly along the southerly line of York Street seventy-five feet to the place of beginning :

- Also, all that certain lot of land and premises situate, lying and being in Jersey City, in the County of Hudson and State of New Jersey ; being formed by parts of those two lots of land and premises, which on a map of the said plan made by Joseph F. Mangin for the Associates of the Jersey Company, are known and distinguished as lots numbered twenty-five (25), and twenty-seven (27), in Montgomery Street, and which part of said lots intended to be conveyed is bounded as follows : beginning on the westerly side of Green Street at the distance of thirty-nine feet, southerly from the southwesterly corner of Greene and Montgomery Streets, thence running westerly and parallel with Montgomery Street fifty feet, thence southerly and parallel with Green Street twenty-eight feet, thence easterly and parallel with Montgomery Street fifty feet to the westerly side of Greene Street, thence northerly and along the westerly side of Greene Street twenty-eight feet to the place of beginning. Being twenty-eight feet wide in front and rear, and fifty feet deep on each side ; including the estate and interest of the defendant Abby Ann McLaughlin widow of John G. McLaughlin deceased, as tenant in dower in the said premises, together with all and singular the hereditaments, and appurtenances to the said premises belonging, or in anywise appertaining, be sold at public auction, to the highest bidder, in the presence and under the direction of Washington B. Williams, Esq., one of the special Master's of this Court. And it is further ordered that the said Master do sell the same in such portions as to him may seem expedient and most for the interest of the parties, and that he pay off such and so much of said mortgages, as he may deem proper out of the proceeds, and also any tax or assessment liens which may at the time of sale be due, and that he do give public notice of the time and place of such sale, and in all respects conduct the same according to the provisions of an act entitled. "An act to regulate sales of real estate made under a public statute or the direction of a Court," and that the said Master do forthwith, after such sale, make report thereof to this Court, and after his

report of sale shall have been confirmed by this Court then that he make and execute unto the purchaser or purchasers thereof good and sufficient conveyances in the law for the said real estate, upon their complying with the conditions of such sale; and that such sale and conveyance or conveyances duly executed as aforesaid, be valid and effectual forever, and do operate as an effectual bar, both at law and in equity, against the said parties, complainant and defendants, and all persons claiming by, from, or under them or any of them. And it is further ordered, that the said parties or either of them be at liberty to apply to this Court for further direction if occasion shall require. 10

A. O. ZABRISKIE, C.

[February 13th, 1868, Nathanel C. Slight died leaving, William A. Lewis, surviving Solicitor of complainant.]

Master's Report of Sale, &c.

[Filed April 14th, 1868.]

Order Confirming Sale.

[Filed April 14th, 1868.]

Upon reading and filing a report made in the above cause by Washington B. Williams, Esq., one of the special Master's of this Court bearing date the thirtieth day of March, A. D. eighteen hundred and sixty-eight by which it appears that in pursuance of a decree, made by the Chancellor in this cause bearing date on the fourteenth day of January last wherein among other things it was ordered and decreed that all and singular the premises in the bill of complaint in this cause mentioned and described with the appurtenances, be sold at public auction to the highest bidder in the presence and under the direction of the said Washington B. Williams, Master as aforesaid, the said Master having given public notice according to law and the directions of the said decree, of the time and place when; and where the said lands and real estate would be exposed to sale, and at the time and place so appointed, to wit: on Thursday, the nineteenth day of March, A. D. eighteen hundred and sixty-eight, at two o'clock in the afternoon at the real estate office of William Harney, upon 20 30

the northwest corner of Grove and York Streets, part of the said premises, and did expose the said lands and premises to sale at public vendur or auction to the highest bidder in parcels as hereinafter set forth :

And for the first tract offered which is described as follows, viz :

All that lot piece or parcel of land and premises, with the three story brick dwelling house thereon, situate in Jersey City, in the County of Hudson and State of New Jersey ; being a part
 10 of lot numbered one hundred and forty-one (141), on the map entitled, " map of property belonginh to Abijah Mann, Jr., made by Joseph F. Bridges," dated July 29th, 1847, and on file in the office of the Clerk of Hudson County, beginning at a point in the westerly side of Grove Street, distant seventy-nine feet and eleven inches (79-11), northerly from the northwesterly corner of Grove and York Streets, thence running westerly and parallel with York Street, one hundred feet (100), to through and beyond the middle of the party wall, standing partly on the premises hereby conveyed, and partly on the premises next adjoining
 20 southerly thereto : thence northerly parallel with Grove Street, twenty feet one inch (20-1 in.) to the northerly line of said lot numbered one hundred and forty-one on said map, thence along the said line easterly parallel with York Street, one hundred (100), feet to the westerly side of Grove Street, thence along Grove Street, southerly twenty feet one inch (20-1 in.) to the place of beginning, and William H. Talcott bidding there for the sum of eight thousand eight hundred dollars (8,800), and being the highest bidder for the same, the said particular premises, last
 30 above described were then and there struck off, and sold to the said William H. Talcott at the price aforesaid, to wit, the sum of eight thousand eight hundred dollars (8,800).

And for the second tract offered, and which is described as follows, viz :

And all that lot or parcel of land and and premises, with the three story brick dwelling thereon, situate, lying and being in Jersey City aforesaid, formed from parts of lots numbered one hundred and forty-one (141), and one one hundred and forty-two (142), on the map entitled, " map of property belonging to Abijah Mann, Jr., made by Joseph F. Bridges," dated July 29th, 1847, and on file
 40 in the office of the Clerk of Hudson County, beginning at a point

in the westerly side of Grove Street, distant fifty-nine feet ten inches northerly, from the northwesterly corner of Grove and York Streets; thence running westerly parallel with York Street, one hundred (100) feet to through and beyond the middle of the party wall standing partly on the premises hereby conveyed, and partly on the premises next adjoining southerly thereto; thence northerly parallel with Grove Street, twenty feet one inch (20-1 in.); thence easterly parallel with York Street, one hundred (100) feet, to through and beyond the party wall standing partly on the premises hereby conveyed, and partly on the premises next adjoining northerly thereto, to the westerly side of Grove Street; thence along the westerly side of Grove Street, southerly twenty feet one inch (20-1 in.) to the beginning; and Harriet McLaughlin daughter of George McLaughlin, bidding therefor the sum of eight thousand nine hundred dollars (\$8,900), and being the highest bidder for the same, the said particular premises last above described were then and there struck off, and sold to the said, Harriet McLaughlin at the price aforesaid to wit: the sum of eight thousand nine hundred dollars (\$8,900).

And for the third tract offered and which is described as follows, viz:

All that lot or parcel of land and premises, with the three story brick dwelling house thereon, situate lying and being in Jersey City aforesaid, formed from parts of lots one hundred and forty-two (142), and one hundred and forty-three (143), on the map entitled, "map of property belonging to Abijah Mann, Jr., made by Joseph F. Bridges," dated July 29th, 1847, and on file in the office of the Clerk of Hudson County, beginning at a point in the westerly side of Grove Street, distant thirty-seven feet nine inches northerly from the northwesterly corner of Grove and York Streets; thence running westerly parallel with York Street, seventy-nine feet two and three-quarter inches ($79-2\frac{3}{4}$ in.); thence northerly parallel with Grove Street twenty-two feet one inch (22-1 in.); thence easterly parallel with York Street seventy-nine feet, and two and three-quarter inches ($79-2\frac{3}{4}$ in.), to through and beyond the party wall standing partly on the premises hereby conveyed, and partly on the premises next adjoining northerly thereto, to the westerly side of Grove Street; thence southerly along Grove Street, twenty-two feet one inch (22-1 in.), to the beginning. And Abby A. McLaughlin, bidding therefor the

sum of ten thousand three hundred and fifty dollars (\$10,350,) and being the highest bidder for the same, the said particular premises last above described were then and there struck off and sold to the said Abby A. McLaughlin, at the price aforesaid to wit: the sum of ten thousand three hundred and fifty dollars (\$10,350).

And for the fourth tract offered and which is described as follows, viz:

10 All that lot or parcel of land and premises, situate in Jersey City, aforesaid formed from parts of lots one hundred and forty-three (143), and one hundred and forty-four (144), on the map entitled, "map of property belonging to Abijah Mann, Jr., made by Joseph F. Bridges," dated July 29th, 1847, and on file in the office of the Clerk of Hudson County; beginning at the northwesterly corner of Grove Streets; thence running westerly along the northerly side of York Street, seventy-nine feet two and three quarter inches ($79-2\frac{3}{4}$ in.); thence northerly parallel with Grove Street, thirty-seven feet and nine inches (37-9 in.); thence easterly parallel with York Street, seventy-nine feet two and
20 three-quarter inches ($79-2\frac{3}{4}$ in.), to the westerly side of Grove Street; thence southerly along Grove Street, thirty-seven feet nine inches (37-9 in.), to the beginning. And William Harney bidding therefor the sum of nine thousand eight hundred and fifty dollars (\$9,850), and being the highest bidder for the same, the said particular premises last above described were then and there struck off and sold to the said William Harney at the price aforesaid, to wit: the sum of nine thousand eight hundred and fifty dollars (\$9,850).

30 And for the fifth tract offered and which is described as follows:

All that lot or parcel of land and premises, with the three story brick building thereon, situate lying and being in Jersey City aforesaid, formed by parts of lots numbered one hundred and forty-two (142), one hundred and forty-three (143), and one hundred and forty-four (144), on the map entitled, "map of property belonging to Abijah Mann, Jr., made by Joseph F. Bridges," dated July 29th, 1847, and on file in the office of the Clerk of Hudson County, beginning at a point in the northerly side of York Street, distant seventy nine feet two and three
40 quarter inches ($79-2\frac{3}{4}$ in.), westerly from the northwesterly

corner of York and Grove Streets, thence running northerly parallel with Grove Street, fifty-nine feet and ten inches (59-10 in.); thence westerly parallel with York Street, twenty feet nine and one quarter inches (20-9 $\frac{1}{4}$ in.); thence southerly parallel with Grove Street, fifty-nine feet ten inches (59-10 in.), to the northerly side of York Street; thence easterly along York Street, twenty feet nine and one quarter inches (20-9 $\frac{1}{4}$ in.), to the beginning.

And Abby A. McLaughlin bidding therefor the sum of six thousand seven hundred dollars (\$6,700), and being the highest bidder for the same, the said particular premises last above described, were then and there struck off and sold to the said Abby A. McLaughlin, at the price aforesaid, to wit: the sum of six thousand seven hundred dollars (\$6,700). 10

And for the sixth tract offered, and which is described as follows, viz:

All that lot or parcel of land and premises, with the three story brick dwelling thereon, situate, lying and being in Jersey City aforesaid, beginning at the southwestly corner of York and Warren Streets; thence running westerly along the southerly side of York Street, seventy-five (75) feet; thence southerly parallel with Warren Street, twenty-two (22) feet; thence easterly parallel with York Street, seventy-five (75) feet, to the westerly side of Warren Street; thence along the westerly side of Warren Street, northerly twenty-two (22) feet, to the beginning. 20

And Abby A. McLaughlin bidding therefor, the sum of eleven thousand and twenty-five dollars (\$11,025), and being the highest bidder for the same, the said particular premises last above described, were then and there struck off and sold to the said Abby A. McLaughlin, at the price aforesaid, to wit: the sum of eleven thousand and twenty-five dollars [\$11,025]. 30

And for the seventh tract offered, and which is described as follows, viz:

All that lot or parcel of land and premises, with the three story brick dwelling house, situate, thereon, in Jersey City aforesaid, beginning at a point in the westerly side of Warren Street, distant twenty-two [22] feet, southerly from the southwestly corner of Warren and York Streets; thence running westerly parallel with York Street, seventy-five [75] feet; thence southerly 40

ly parallel with Warren Street, twenty-two [22] feet; thence easterly parallel with York Street, seventy-five [75] feet, to the westerly side of Warren Street; thence along the westerly side of Warren Street, northerly twenty-two [22] feet, to the beginning.

And Abby A. McLaughlin bidding therefor, the sum of eight thousand four hundred and twenty-five dollars [\$8,425], and being the highest bidder for the same, the said particular premises, last above described, were then and there struck off and sold to the said Abby A. McLaughlin, at the price aforesaid, to wit: the sum of eight thousand four hundred and twenty-five dollars [\$8,425].

And for the eighth tract offered and which is described, as follows, viz:

All that lot or parcel of land and premises in Jersey City aforesaid, being parts of lots numbered twenty-five [25], and twenty-seven [27], Montgomery Street, on the map of Jersey City, made for the Associates of the Jersey Company, by Joseph F. Mangin, on file in the Clerk's office of Bergen County, beginning on the westerly side of Green Street, thirty-nine feet southerly from the southwesterly corner of Green and Montgomery Streets; thence running westerly parallel with Montgomery Street, fifty [50] feet; thence southerly parallel with Green Street, twenty-eight [28] feet; thence easterly parallel with Montgomery Street, fifty [50] feet, to the westerly side of Green Street; thence northerly along the westerly side of Green Street, twenty-eight [28] feet to the place of beginning, with the buildings and improvements thereon, and Levi Apgar, bidding therefor, the sum of nine thousand nine hundred and fifty dollars [\$9,950], and being the highest bidder for the same, the said particular premises last above described were then and there struck off and sold to the said Levi Apgar at the price aforesaid, to wit: the sum of nine thousand nine hundred and fifty dollars [\$9,950].

The sale as aforesaid, of all the above described lands, having been made between the hours of twelve and five o'clock, in the afternoon of said day, and the said sale was upon terms that the property should be conveyed by the Master free from incumbrance, and that the existing mortgages, upon the several parcels should be paid off by him out of the proceeds of sale, or that if any parcels should be taken by a purchaser subject to mortgages, the

same should be allowed to the purchaser out of the bid for such parcel above set forth. And no cause being shown or appearing against confirming the said report; It is on this fourteenth day of April, in the year of our Lord one thousand eight hundred and sixty-eight, on motion of William A. Lewis of Counsel with the complainant, ordered and decreed that the said Master's report, and all the matters and things therein contained, do stand ratified and confirmed, and that the said Master do make, execute and deliver to the said William H. Talcott, Harriet McLaughlin, Abby A. McLaughlin, William Harney and Levi Apgar, and to each of them, in compliance with the aforesaid decree, good and sufficient conveyances in the law for the said lands and real estate respectively purchased by them and each of them as aforesaid, upon their complying with the conditions of said sale, to wit: to the said William H. Talcott, conveying as aforesaid the said first tract; and to the said Harriet McLaughlin, conveying in like manner the said second tract; and to the said Abby A. McLaughlin, conveying as aforesaid the said third, fifth, sixth and seventh tracts; and to the said William Harney, conveying as aforesaid the said fourth tract; and to the said Levi Apgar as aforesaid, conveying the said eighth and last tract aforesaid, by metes and bounds as above described, and that the said Master convey the said several tracts as aforesaid, free from incumbrance, and that the existing mortgages upon the several parcels be paid off by him out of the proceeds of sale, or if any parcel be taken by a purchaser subject to a mortgage, or mortgages, that the same be allowed to such purchaser out of the amount or suin bid for such parcel above set forth.

A. O. ZABRISKIE, C.

Petition as to Dower.

[Filed June 23rd, 1868.]

The petition of Abby A. McLaughlin, of Jersey City, in the County of Hudson and State of New Jersey, respectfully showeth, that she the said Abby A. McLaughlin is the widow of John G. McLaughlin deceased, late of Jersey City aforesaid, and that as such widow she is entitled to her dower right in all the lands of which the said John G. McLaughlin, died seized, which said lands are fully described in the bill of complaint, exhibited in the

above entitled cause, and which said lands have already been sold at a Master's sale, under the direction of this Honorable Court, pursuant to a decretal order made therein.

And your petitioner further shows that she is willing and hath elected to take and receive a sum in gross arising from the sale of the lands in the said bill of complaint described, in lieu of her said dower therein :

10 And your petitioner therefore prays that it be referred to a Master to ascertain and report such reasonable gross sum as your petitioner is fairly and equitably entitled to in lieu of her dower aforesaid, and that such order may be made by his Honor the Chancellor as is herein prayed for, and that your petitioner may have and receive in lieu of her said dower in said lands, such reasonable sum in gross as she may be rightfully entitled to under the rules of this Court and the statute in such case made and provided; and that his Honor the Chancellor, may order and decree accordingly your petitioner as in duty bound will ever pray, &c.

ABBY A. McLAUGHLIN.

State of New Jersey, Hudson County, ss :

20 Abby Ann McLaughlin the above petitioner, being duly sworn on her oath saith : that the facts set forth in the above petition are true.

ABBY A. McLAUGHLIN.

Sworn and subscribed at Jersey City, this twenty-third day of June, eighteen hundred and sixty-eight before me.

J. R. WORTENDYKE,
Master in Chancery, of New Jersey

Order of Reference as to Dower.

[Filed July 7th, 1868.]

30 This cause being opened to the Court, on behalf of William A. Lewis, Solicitor of the complainant, and it appearing to the Chancellor that Abby A. McLaughlin, entitled to dower interests in the lands in question in the cause, hath consented and elected to take such sum in gross out of the proceeds of sale, in lieu of her said dower, as the Chancellor may deem a just and reasonable satisfaction for said dower.

It is, on this seventh day of July, A. D. eighteen hundred and sixty-eight, ordered by the Chancellor that it be referred to Washington B. Williams, Esquire, the special master in this cause, to ascertain and report the clear yearly income, above insurance, taxes and repairs, that the said Abby A. McLaughlin could realize during her life, from the lands wherein she was entitled to dower, if she were owner of the whole for life, and from such yearly income to compute, by the table annexed to the rules of this Court, the gross value of such dower estate, and report the same, and also further to ascertain the gross value of 10 said dower from the net proceeds of the sale above costs and expenses, to be calculated on the basis of said table, and also the age and state of health of said Abby A. McLaughlin, and whether she has an average expectancy of life, and if not, what deduction should be made on account thereof from the gross value of said dower estate.

A. O. ZABRISKIE, C.

[Abby Ann McLaughlin died August 20th, 1868.]

STIPULATION.

[Filed September 23rd, 1868.]

The Master directed to make sale of the lands described in the 20 bill in this cause, having sold the same on the nineteenth day of March last, upon the terms that the property should be sold clear of incumbrance, for the purpose of insuring a better sale, and having reported the sale of the eighth tract set forth in his report of sales, and in the decree of confirmation thereof, made herein, on the fourteenth day of April last, as made to one Levi Apgar, for nine thousand nine hundred and fifty dollars, and said purchaser having failed to comply with the conditions of sale, alleging the existence of a charge upon or defect in the title, and 30 refusing to accept the title.

It is stipulated by the parties to this suit, that an order be made directing the said master to again advertise and sell the said property.

Dated September 21st, 1868.

R. McLAUGHLIN, WM. A. LEWIS,
Solicitor of Complainant; Wm. F. S. McLaughlin, (of full age heretofore infant Defendant). J. R. WORTENDYKE, Solicitor for Samuel C. McLaughlin and wife, and others as of record.

ORDER.

[Filed September 23, 1868.]

On reading and filing a stipulation in this suit, dated this day, September 21st, 1868, agreeing that an order be made directing a resale of certain premises described as the eighth tract in the former report of sale and decrees of confirmation, the purchaser having failed, and refusing, to comply with the terms of sale.

It is ordered that the Master who made such sale do re-advertise and sell said eighth tract described in the decree confirming the former sale, being a lot of land fronting on the westerly side of Greene Street, in Jersey City, and particularly described in
10 the bill of complaint, and report the sale when made to this Court for confirmation, and that the former decree, confirming sales, be vacated, so far as respects the sale of the said tract of land.

A. O. ZABRISKIE, C.

(J. R. Wortendyke, Solicitor of Samuel C. McLaughlin and others defendants, died November 7th, 1868.)

(November 28th, 1868, J. Dixon, Jr., appeared, as Solicitor, for six defendants, Samuel C. McLaughlin and wife, Taylor and wife, and Daly and wife.)

ORDER FOR ACCOUNT.

[Filed December 7th, 1868.]

20

This cause being opened to the Court on behalf of William A. Lewis, Solicitor and of Counsel with the complainant, and it appearing to the Chancellor by the agreement on file, in this cause, bearing date the eleventh day of January, eighteen hundred and sixty-eight, that the several parties to this cause have consented in writing, that an account be had and taken under the direction of this Court of the said estate in partition, and of the rents received by the said Abby A. McLaughlin defendant, and the expenses and disbursements by her paid out in the care and management of said estate, and the part of the said estate enjoyed by
30 her since the decease of John G. McLaughlin her husband:

It is on this seventh day of December in the year one thou-

sand eight hundred and sixty-eight, ordered that it be referred to Washington B. Williams, Esquire, one of the special Masters of this Court, to take an account of the said estate, and of what the said Abby A. McLaughlin has so received, expended and enjoyed, or paid over to the heirs or any of them, or any other person or persons in interest, and to make his report thereon, together with the rights and interests of the several parties herein so far as practicable. And that he make report thereon with all convenient speed. This order not to impair or affect in anyway the order heretofore made as to dower. A. O. ZABRISKIE, C. 10

(December 9th, 1869, Green Street property resold by Master, to Matthew Doyle for \$9500.)

Stipulation as to Revivor of Suit.

[Filed January 22d, 1869.]

Hudson County, ss.

William F. S. McLaughlin being duly sworn on oath saith :

That on the twentieth day of August, eighteen hundred and sixty-eight, Abby A. McLaughlin, the widow of John G. McLaughlin deceased and one of the parties to this suit, died, leaving her last will and testament in due form of law to pass real estate which will has been duly admitted to probate in Hudson County. 20

That on the fourteenth day of November eighteen hundred and sixty-eight, Robert McLaughlin, another of the parties to this suit, died, leaving a will in due form of law to pass real estate, which has been duly proved in said County.

WILLIAM F. S. McLAUGHLIN.

Subscribed and sworn to before me, Jersey City, January 13th, 1869.

W. B. WILLIAMS,
Master in Chancery. 30

STIPULATION, TO WIT:—Whereas, Abby Ann McLaughlin, one of the defendants died on the 20th, day of August last, leaving the complainant her sole devisee and executrix. And whereas

Robert McLaughlin one of the defendants, died on the 14th, day of November last, leaving the defendants Lucy Ann McLaughlin his widow and devisee, and Jesse Paulmier his principal devisee and sole executor, so far as respects the lands in question in this suit. And whereas on the 23d, September last, an order was made directing the sale of the tract of land on the westerly side of Green Street, in Jersey City, fully described in the bill of complaint. And on the seventh of December last, an order was made directing certain accounts to be taken before a Master.

- 10 It is hereby stipulated that the appearances of the said Jesse Paulmier individually and as executor of Robert McLaughlin deceased, and of Lucy Ann McLaughlin, be entered in this suit, and that the suit stand revived and any necessary orders be entered for that purpose, the same as if upon regular proceedings by bill and decree of revivor, and that all orders heretofore made are assented to, and that the suit proceed in all respects as if we had been regularly brought in as defendants in respect to the new or additional interest acquired by any of us.

Dated January 14th, 1869. MARGARET E. McLAUGHLIN.

- 20 (Complainant,) Sole Executrix and Sole Devisee of Abby Ann McLaughlin, deceased.

J. PAULMIER.

LUCY A. McLAUGHLIN.

State of New Jersey, County of Hudson. Nathaniel Foote on oath saith, that he saw the above named Jesse Paulmier and Lucy A. McLaughlin, sign the forgoing stipulation as their voluntary act.

N. FOOTE, *M. D.*

Subscribed and sworn to before me, at Jersey City, January 22d, 1869.

EDGAR B. WAKEMAN.

Master in Chancery, New Jersey.

30

Decree of Revivor, &c.

[Filed January 22d, 1869.]

It appearing to the Chancellor by the affidavit of William F. S. McLaughlin and by a stipulation on file, dated the fourteenth day of January instant, that Abby Ann McLaughlin and Robert McLaughlin, two of the defendants in this suit, have departed this life, and that thereby the complainant, and the

defendant Lucy Ann McLaughlin, are alleged to have acquired new interests in respect of the subject matter of this suit, and that thereby Jesse Paulmier has acquired an interest in said subject matter as devisee and executor of said Robert McLaughlin.

And that the complainant and said Lucy Ann McLaughlin and Jesse Paulmier have assented to the making of a decree of revivor, and to the entry of the appearance of said Jesse Paulmier, and that this suit proceed in all respects as if they had been regularly brought in as defendants in respect to such new or additional interests. 10

It is on this eighteenth day of January, eighteen hundred and sixty-nine, ordered that this suit be and the same is hereby revived, and that the said Jesse Paulmier's appearance be entered as defendant, and that the said complainant and said Lucy Ann McLaughlin and Jesse Paulmier, in his own right and as executor of said Robert McLaughlin, be bound by the proceedings had and to be had herein, in respect to their new or additional interest in the subject matters of this suit, as well as in respect to any former interest of any of them.

A. O. ZABRISKIE, C. 20

Report of Sale,

(made December 9, 1868, being the re-sale of Greene Street tract to Matthew Doyle for \$9,500 ⁰⁰/₁₀₀)

[Filed January 22, 1869.]

Decree Confirming Sale,

(of Greene Street tract, being the re-sale thereof as heretofore reported.)

[Filed January 22, 1869.]

Master's Report.

ON STATING ACCOUNTS OF ABBY A. McLAUGHLIN.

[Filed August 26th, 1869.]

In pursuance of an order of reference in this cause, bearing 30 date on the seventh day of December last, whereby it was referred to me to take an account of what the said Abby A. Mc-

Laughlin has received, expended, enjoyed or paid over to the heirs of John G. McLaughlin deceased in the care and management of his estate, with the rights and interests of the several parties therein, having been attended by the Solicitors of the several parties, and taken the annexed depositions and having heard the the arguments of counsel and considered the said matters, I respectfully report to the Chancellor as follows :

John G. McLaughlin died intestate, seized of the premises described in the bill, on May 2d, 1861, leaving his widow Abby
10 A. McLaughlin, and six children, of whom one was at that time a minor. The widow remained in occupation of the house No. 143, Grove Street, where the intestate had resided, and has ever since continued to occupy it until her decease in August 1868. She collected rents, made all necessary disbursements, and assumed the general care of the estate from May 1st, 1861, down to May 1st, 1868, which is the space of time for which the present accounting is sought.

No express agreement of any kind is shown by which she received authority so to act ; nor on the other hand is any objection
20 shown to have been made to such action.

One of the heirs as before stated was a minor, and two were her own own children, and living with her. One of the other heirs was considerably indebted to the estate, and appears to have intended that his share of rent should gradually pay off the indebtedness. In February, 1866, a statement of income and expenses was rendered by the widow to three of the heirs, showing a balance of rents to be divided. From this, one third was deducted, and each of said three heirs was settled with for his or her share of the remaining two thirds.

30 Similar settlements were made with these three heirs in August, 1866, and in February, and August, 1867.

In these statements the widow charges 5 per cent commission for collecting rent.

No receipts were given showing any full account stated and final discharge up to any given time.

It would not be equitable to hold any of the parties concluded by settlement of this character from now receiving the benefit of a full and correct accounting, based on true legal principles.

40 It is claimed on behalf of the widow that she should not account for any rental value of the house occupied by her, nor for

the occupation of, or rents received by her, for a stable, shop and office, situated in such relative position to the house, as are shown on a diagram accompanying the deposition of William F. S. Mc Laughlin.

The basis of this claim is the statutory provision, that until dower be assigned to her, it shall be lawful for the widow to remain in, and to hold and enjoy the mansion house of her husband, and messuage or plantation thereto belonging, without being liable to pay any rent for the same.

It is contended that the stable, shop and office in this case, fall 10 within the meaning of the words "mansion house, and messuage or plantation thereto belonging," and that the statute was not designed, to give to the widow the mere right to occupy the same in person, but that under the words "hold and enjoy," she is entitled to rent the property, or in any other way without waste, render it productive for her own benefit.

If the solution of the latter question were necessary here, I should incline to the views above stated, especially if as is said by Ford J. in 3 Halsted 129, the widow's right in such case is an estate of freehold. But the conclusion at which I have arrived 20 renders it unnecessary to express an opinion upon the extent, or character of the right to quarantine in this case.

Dower may be assigned in various ways and it is not an invariable rule, that a certain portion of the land should be set apart by metes and bounds. It may be given where it would work hardship or inconvenience to do otherwise, by alternate enjoyment of the property, or by assigning a proportion of the issues or profits; in fact any equitable mode of accomplishing the object may be adopted.

See 2 Edwards Ch. 577.—1 Cowen 463.—6 John Ch. 258. 30
What the Court would do for the parties, the parties may generally do among themselves, if of legal capacity to act. What would be administered as equity by the court, it is equitable for the parties to do, and where their acts result in such equity as the court would administer, it is equitable to hold them to the results of their acts. In regard to assignment of dower, a minor could do that at common law.

In this case, upon application of any of the parties, the court would have assigned dower at once upon the decease of Mr. Mc Laughlin. The method might have been by setting apart certain 40

tenements for the dower, or by directing the alternate enjoyment of certain tenements, or by assigning a certain proportion, viz: one third of the rental. In either way precisely the same end would have been sought and attained, which is the providing for the widow of one third of the net income.

The legal consequence upon the accomplishment of this object would have been, the determination of her statutory right to hold the mansion house free of rent. That was only a provision for a time, so that she might not be destitute while awaiting the motion of the heir.

But upon the principles above stated, the voluntary acts of the parties will be as effectual as the act of the court. In this case, the same result as that which the court would have reached, was apparently intended by the parties, and was certainly attained.

She acted as agent of the heirs in collecting and taking charge of the estate, received or retained commissions as such agent, and then paid herself the one third for her dower. See W. F. S. McLaughlin's deposition. The law favors the dower not the claim of quarantine. If the facts were susceptible of two constructions, that which would establish the assignment of dower should be preferred, as most beneficial in general to the widow, while it works justice to all, and accomplishes the intent of the law.

The widow has for seven years, with the assent of the heirs, received all the rents, and enjoyed her third, all that the law could give her. By what equity can she claim more? The law favors dower; but it will not, for the sole purpose of giving the widow more than she could have obtained at the hands of the court, close its eyes to the fact that the heirs have not, in this case, delayed assigning the dower, and that it has been actually in the widow's possession and perception ever since the death of her husband.

It follows that the right to hold the mansion house free of rent does not exist, in this case, and that its rental value must be carried into the account.

Upon this principle, I have stated the general account between the widow and the heirs, in Schedule A, showing receipts and disbursements, and on which I allow five per cent. as commissions, being the customary commission for services of this character.

The account between the widow and each heir is stated in Schedule B.

Margaret E. McLaughlin now represents the interest of her mother, Abby Ann McLaughlin, the accountant, and in the distribution of proceeds to be made in this suit, the sums found due from said accountant are chargeable to said Margaret.

The result of the account stated, as shown in the said schedule is, that upon such distribution, the two sixth parts now held by the said Margaret E. McLaughlin, should be charged with and diminished by the sum of three thousand and forty-six dollars 10 and ten cents; (\$3,046.10).

And that the said sum, so charged to her, should be distributed as follows :

By adding to the two sixth parts now held or represented by Jesse Paulmier, executor and devisee of Robert McLaughlin deceased, fifteen hundred and ten dollars and ninety-nine cents; (\$1,510.99).

By adding to the one sixth part held by Mary E. wife of Samuel C. McLaughlin, seven hundred and seventy-nine dollars and sixty seven cents; (\$779.67). 20

By adding to the one sixth part held by Caroline G. Taylor, seven hundred and fifty-five dollars and forty-four cents; (\$755.44).

And I beg leave to refer, for all further results and details, to the accounts as stated in Schedules A and B, hereto annexed, which form part of this report, and the depositions filed herewith. All which is respectfully submitted, July 1, 1869.

WASHINGTON B. WILLIAMS,
Master in Chancery.

Schedule A.

Statement of accounts of rents received by Mrs. Abby A. McLaughlin for the space from June 1st, 1861, to May 1st, 1868. 30

Stated between her and the heirs of John G. McLaughlin deceased.

(Total receipts of rents, as found in this Schedule A, for houses, Nos. 214 afterwards 208, York Street, 145 and 147 Grove Street, 129 and 131 Warren Street, 147 and 149 Green Street are. \$22,670.75.)

Office 1st floor, 139 Grove Street, May 1st, 1861 to May 1864, part of the time occupied by accountant, and part of the time rented at \$100 per year \$300

	Brot. over	\$300.00	22670.75
	May 1st, 1864 to May 1st, 1868 rented to W. Harner at \$150.	600.00	
	2nd. floor vacant until Nov. 1st, 1862 ; from this date, until May 1st, 1865 rented for a School at \$48, per year.	120.00	
	May 1st, 1865 to May 1st, 1866.	72.00	
	May 1st, 1866 to May 1st, 1867.	96.00	
	May 1st, 1867 to May 1st, 1868.	108.00	
10	Shop vacant until April 1st, 1864.		
	April 1st, 1864 to May 1st, 1866.	200.00	
	May 1st, 1866 to May 1st, 1867.	108.00	
	May 1st, 1867 to May 1st, 1868.	120.00	
	Stable vacant until August 1863.		
	Charge Abby A. McLaughlin, One years use until May 1862.	50.00	
	Aug. 1st, 1863 to Aug. 1st, 1865. two years	160.00	
	May 1st, 1866 to May 1st, 1867.	96.00	
	May 1st, 1867 to May 1st, 1868.	108.00	
20	Dwelling house or homestead 143 Grove Street.		
	May 1st, 1861 to May 1st, 1862.	400.00	
	do 1862 do do 1863.	400.00	
	" 1863 " " 1864.	450.00	
	" 1864 " " 1865.	500.00	
	" 1865 " " 1866.	600.00	
	" 1866 " " 1867.	700.00	
	" 1867 " " 1868.	800.00	\$6,030.00
30	The above is charged by me as rental value of said house, it having been occupied by the accountant during the years above specified Total of rents charged against accountant.		\$28,700.75
	Total discharges		15,413.58
			13,287.17
	Deduct widows third.		4,429.05
	Balance for six shares.		\$8,858.12
40	July 1st, 1869.	WASHINGTON B. WILLIAMS,	Master in Chancery.

Schedule A, Continued.

Statement of disbursements and allowances by and to Abby A. McLaughlin on account of her agency in the care of said real estate.

Here follows the items and amounts of disbursements, with the dates, and reference to vouchers by numbers, from July 11th, 1861 up to May 1st, 1868. Total. \$14,173.55

Of which, two items are as follows :

1863 Aug. 13th. assessment bill, voucher No. 62 amount \$11.30
1864 Oct. 10th, assessment " " " 93 " 150.69

Add commissions allowed at five per cent on \$24,800.75 10
1,240.03

Total allowances \$15,413.58

July 1st, 1869.

WASHINGTON B. WILLIAMS.

Master in Chancery.

Schedule B.

Showing the amounts of rent on hand to which the several parties are entitled,

Mary E. McLaughlin wife of Samuel C. McLaughlin.

1. Credit her with 1-6 of the balance shown by Schedule A.

\$1476.35 20

2. Charge her share with a balance found due as below upon certain items brought into this account, viz :

696.68

Due by S. C. McLaughlin to Abby A. McLaughlin, for price of store, see Samuel C's, evidence.

\$800.00

Int. six per cent from July 1st, 1861 to May 1st, 1868.

328.00

Due by S. C. McLaughlin, rent for one year, May, 1861 to May 1862, for 147 Greene Street, and upper flower, charged against him as due widow and heirs.

150.00

30

Interest to May 1st, 1868.

54.00

\$1,332.00

	Credit this share with		
	1. S. C. McL's. distributive share of personal assets, see W. F. S. McLaughlin's evidence,	319.00	
	Int. April 1st, 1863, to May 1st, 1868.	97.29	
	2. Cash to S. C. McL's. credit of preceeds of store, see W. F. S. McL's. evidence.	158.37	
10	Int. May 1st, 1864, to May 1st, 1868.	38.00	
	3. 1-6 of the \$100 left after taking out widow's third from the \$150 charged, against S. C. McL. for rent as above.	16.66	
	Int. six years.	6.00	\$635.32
			<hr/>
	Balance as above stated.		\$696.68
20	Balance due to Mary E. McLaughlin is.		\$779.67
			<hr/>
	Caroline G. Taylor.		
	1. Cr. her 1-6 of balance from Schedule A.		\$1,476.35
	2. Cr. 1-6 of \$100 rent from S. C. McL., after taking out dower, (Green Street.)		16.66
	Int. six years,		6.00
			<hr/>
			\$1,499.01
	1866 Feb. 1st, Dr. to cash to R. McLaughlin her agent for her on settlement,	380.28	
	Feb. 27th, Cash to herself	69.48	
	Aug. 8th, " "	89.50	
30	1867 Feb. 12th, " "	87.09	
	" Aug. 27th, " "	117.18	743.57
			<hr/>
	Balance due Caroline G. Taylor is		\$755.44
	Jessie Paulmier, Executor of Robert McLaughlin, deceased.		
	1. Credit him 2-6 of balance from Schedule A.		2,952.70
	2. Credit him 2-6 of \$100 rent from S. C.		

	Brought forward,	\$2,952.70	
McL. after taking out dower (Greene Street.)		33.33	
Int. six years,		12.00	

2,998.03

Feb. 1866.	Dr. to cash to R. McL.	899.52	
Aug. 20th,	“ “ “ “	179.	
Feb. 11th, 1867,	“ “ “	174.16	
Aug. 19th,	“ “ “	234.36	1,487.04

Balance due J. Paulmier, Executor.		\$1,510.99	
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Margaret E. McLaughlin

10

1. Cr. her 1-6 of balance from Schedule A.		1,476.35	
--	--	----------	--

2. “ “ 1-6 \$100 charged S. C. McLaughlin			
---	--	--	--

for rent, Green Street after deducting dower.		16.66	
---	--	-------	--

Int. six years.		6.00	
-----------------	--	------	--

\$1499.01

No payments have been made to her, the accountant Abby A. McLaughlin, died, August 20th, 1868, leaving by will all her property to said Margaret.

William F. S. McLaughlin,		1,476.35	
---------------------------	--	----------	--

Green Street, as last above after deducting dower		16.66	20
---	--	-------	----

Int. six years.		6.00	
-----------------	--	------	--

\$1,499.01

This share was conveyed to said Abby A., pending this suit, and belonged to her at her decease, and is now vested in said Margaret E.

It results that, from the aliquot shares of proceeds of sale in this partition now vested in Margaret E. McLaughlin, viz: one share as daughter of John G. McLaughlin dec'd, and one share as devisee of Abby A. McLaughlin dec'd, is to be deducted \$3,046.10

To the two shares of proceeds vested in Jessie Paulmier, executor is to be added.	1,510.99	30
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To the share of Mary E. wife of Samuel C. McLaughlin, is to be added.	779.67	
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To the share of Caroline G. Taylor is to be added.	755.44	\$3,046.10
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July 1st, 1869.

WASHINGTON B. WILLIAMS,

Master in Chancery.

Deposition on reference to state accounts &c.

[Filed August, 27th, 1869.]

Deposition taken in pursuance of an order of reference, in the above suit, directing a statement of the accounts of Abby A. McLaughlin, as to certain rents, &c., dated December 7, 1868, in presence of William A. Lewis, Esq., for complainant and for said accountant, and J. Dixon, Jr., Esq., for defendant.

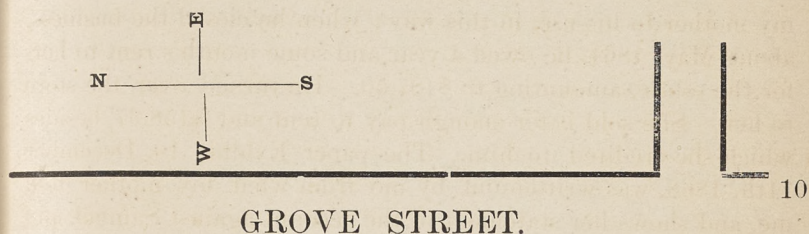
William F. S. McLaughlin, being duly sworn on oath, saith :
10 I am a party defendant to this suit, and a son of John G. McLaughlin, deceased. My father died may 2d, 1861. My mother, Abby A. McLaughlin, collected the rents and paid the current expenses down to May 1st, 1868. Exhibit No. 1, is a statement prepared by Mr. N. C. Saight, deceased, and is in his writing. The account book kept by my mother, showing the receipts and expenditures for the period covered by this statement, I cannot find. My mother had such a book, but I do not know where it is. The book now produced, Exhibit No. 2, is the book kept by my mother, showing receipts and expenditures on account of the property. She made out statements for Mr.
20 Saight of the personal property and rents, with a view of settling in the orphan's court. I suppose Exhibit No. 1, to be Mr. Saight's exhibit of rents and expenditures on account of the real estate. Book Exhibit No. 2, is in my mother's handwriting. I am familiar with those accounts. I knew the rentals pretty much which the tenants paid, and used to write receipts for her. I made up the statements of rents produced before the Master, marked Exhibits 3, 4, 5, 6, 7 and 8, running from 1863 to 1868, from half yearly statements made to the heirs, and from this book, and corrected or proved them by the yearly rentals of
30 the houses. I made out the account of expenditures according to the vouchers and this book. For convenience sake, my statements show the rents quarterly and half yearly to make them shorter. They were received some monthly and some quarterly, and so appear on the book. From 1863 she made statements every six months, I believe, of the rents and expenses, to the other heirs. The statement of 1863 was the first statement. These statements were made to Mr. Robert McLaughlin, who attended to George's part, Mrs. Daly's and Mrs. Taylor's. No

statements were rendered to Samuel. Every six months when these statements were made, she settled with Robert McLaughlin by paying over three shares of the money, deducting her own, and retaining Samuel's, mine and Margaret's. This was, I think, up to about August, 1866. After that, Mrs. Taylor settled for her own part with my mother, to August 1st, 1867. For the other two, George and Mrs. Daly, Robert McLaughlin continued to settle, until August, 1867. Since August 1st, 1867, no settlements have been made. I have been present at some of the settlements made with Uncle Robert, when the money was 10 paid by these half yearly statements. I think the last one I was present at was, in February, 1866. What I have stated about these settlements after February, 1866, I know only by the receipts among my mother's papers, which I will produce. I was present at all of the half yearly settlements made with Uncle Robert, up to, I think it was February, 1866. I can make certain which one was the last I was present at, I think, by reference to papers. The reason she did not pay to Samuel his share from time to time, was that he had given her a receipt on his portion of the estate for eight hundred dollars, to be kept 20 out. There was also a claim for back rent, due by him to the estate; part due to my father in his life time and also for one year after his death. There was also a memorandum of a charge against him by my father. Exhibit No. 9, December 11th, 1868, is a receipt written by me and signed by Samuel C. McLaughlin. I know his handwriting, but am not certain I saw him sign it. My father started Samuel and me in business in a grocery at 149 Greene Street. When my father died, my mother sold out my part to Samuel for \$800, (I being under age and my mother my guardian), and Samuel gave her this paper 30 as payment—as a claim on his part, of the estate. My mother claimed this \$800 as due her from Samuel, out of his share of the personal and real estate of my father. I think the order of distribution, when produced in evidence, will show his distributive share of personal estate to have been \$319.00. Father bought a wagon for the store and paid \$80 for it, and exchanged our horse and paid \$40 for it as boot. William D. A. Daly was in the firm also. It was carried on in Samuel's name. When my share was sold to Samuel, I allowed \$40 for one third of said indebtedness. Samuel owes the heirs for rent of 147 Greene 40

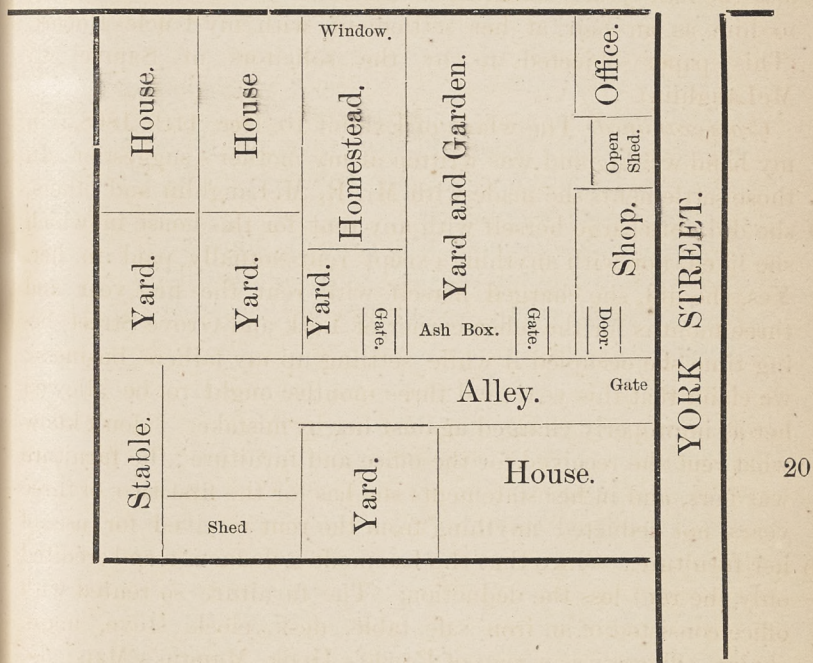
Street and dwelling over the store 149 Greene Street, from May 1st, 1861 to May 1st, 1862. The place so occupied rented the year from May 1862, for \$150. It was worth that when Samuel had it. Samuel never paid this year's rent to my knowledge. Samuel is entitled to credit of \$158.37 for money received by my mother to his use, in this way: when he closed the business, about May, 1864, he owed a year and some month's rent to her, for the estate, amounting to \$487.50. He turned over the store to her. She sold it for enough pay to rent and \$158.37, besides
 10 which she credited to him. The paper Exhibit 10, December 11th, 1868, was written out by me from what my mother told me, and shows her statement of the account against Samuel, and also the half yearly amounts of net income which were coming to him as an heir, at her settlement with my Uncle Robert. (This paper objected to by the solicitors of Samuel C. McLaughlin).

Cross-examined. The whole of Exhibit 10, Dec. 11th, 1868, is in my hand writing and was written at my mother's suggestion. In those settlements she made with Mr. R. McLaughlin and others,
 20 she did not charge herself with any rent for the house in which she lived, nor with anything except rent actually paid to her. Yes, she did, she charged herself with rent the first year and three months for the office corner of York and Grove Street, being time she occupied it while settling up my fathers business; we claim that this year and three months ought to be allowed her as improperly charged against her by mistake. I don't know what rent she received for the office and furniture; the furniture was hers, and in her statements she has for the first two or three
 30 years not deducted anything from the rent received for use of her furniture. Since that she has made a deduction and credited only the rent less the deduction. The furniture so rented with office consisted of an iron safe, table, desk, clock, stove, maps, chairs. There was a map of Powle's Hook, Mangin's Map; also Bacot's City Map. Since my father's death my mother has claimed, and in her settlements with my father's heirs, has retained one-third of the net rents for her dower. The house where my mother lived is two feet wide and four feet deeper than the houses adjoining; at the sale it brought \$10,350, the others brought \$8,900 and \$8,800. The lot between the house and
 40 office was used with the house before the sale. The plot in rear

office was also a part of the house yard. The office lot, with the office, sold for about \$5,600; the lot next between house and office for \$4,250. The following diagram shows that property; No. 143, Grove Street is the house my mother occupied; No. 145 and 147 were rented. The fences, at my father's decease,



GROVE STREET.



YORK STREET.

were as indicated by red lines, with gates as shown and so remained until the sale. The tenants had no privilege of using the alley, except that they used in common with us the ash box shown on this vacant lot. The plot between office and shed on one side, and house and yard-fence on the other, was used at my father's death and until the sale as a garden; flower garden. There were shrubs and flower beds, and some grape vines; one

window on first story and one on second opened on this garden. This was also used by my father's family for drying clothes and other purposes of a grass plot; I have found a statement prepared for settlement between my mother and R. McLaughlin, representing certain shares on which they settled. The statement shows gross rents from Feb. 1863 to Feb. 1866, amounting to.

	\$9,570.41
Less expenses.	6,363.78
	<hr/> \$3,206.63
10 Balance.	841.21
Add net rents from death of J. G. McLaughlin, to Feb. 1863.	841.21
	<hr/> 4,047.84
Total net rents.	1,349.28
Widow's third.	<hr/> \$2,698.56
Balance for heirs	\$449.76
Each 1-6.	<hr/> \$1,349.28

Mr. McLaughlin acted at that time for three heirs, viz: Caroline G. Taylor, Mary E. Daly and George W. McLaughlin. Three shares at \$449.76, \$1,349.28

To this in this settlement Mrs. Abby A. McLaughlin, who was the administratrix, adds one distribution of personal assets, being that of George W. McLaughlin.

	319.01
	<hr/> \$1,668.29

This was paid in manner following :

Previously paid to George (cash.)	\$370.00
George's board bill.	135.00
Cash paid Mary E. Daly.	100.00
May 1st, 1864. Cash to R. McLaughlin.	257.72
Nov. 1864	\$140.82
	84.36 225.18
Feb. 1865	183.69
30 Aug.	150.00
Feb.	177.21
Cash paid to Caroline G. Taylor.	69.48
	<hr/> \$1,668.28

This statement and such vouchers as I find are presented here with. I submit also checks as vouchers showing settlements for

said shares of George W. McLaughlin; and Mary E. Daly, through Robert McLaughlin, and for share of Caroline G. Taylor's down to August, 1866, and Feb. 1867 and August 1867. Samuel C's, share is due him subject to his receipt or agreement for \$800, already offered; and the other claims which my mother had against him, \$120 for horse, &c., and claims for rent of store and dwelling. Exh. 10, Dec. 11th, 1868, is written by me at my mother's suggestion.

WILLIAM F. S. McLAUGHLIN.

Subscribed and sworn to January 29th, 1869.

W. B. WILLIAMS,

10

Master in Chancery.

Samuel C. McLaughlin, being duly sworn on oath saith: I admit the \$800 claimed against me on my receipt given to Mrs. Abby A. McLaughlin, subject to such credits as are shown to be due to me by the affidavit of William F. S. McLaughlin in this reference. The balance I am willing the Master should charge against me in this accounting. The premises 147 and 149 Greene Street were hired by me from my father at \$300 a year, previous to his death; and the grocery business of myself and William was carried on in the store 149, and the market 147 Greene 20 Street was used as part of the store, as a storehouse in said business. The same use was continued for the first year after my father's death. I received no notice of any change from any one, and I paid the said Abby A. McLaughlin the \$300 rent for the first year after his death; no one has ever made any claim upon me for rent for 147 Greene, and the rooms above (beyond said \$300,) for the first year after my fathers death to my knowledge. No one has made a demand on me for it. Abby A. McLaughlin never asked me for it, nor notified me to pay it.

S. C. McLAUGHLIN. 30

Subscribed and sworn to before me, at Jersey City, January 21st, 1869.

W. B. WILLIAMS,

Master in Chancery.

Cross-examination of Samuel C. McLaughlin. I do not remember having any conversation with Nathaniel C. Slaughter, deceased, in reference to matters of the estate. I remember being in Mr. Slaughter's office after the death of my father, and Mr. Slaughter

drawing up a bill of sale. I can't say exactly how long this was after the death of my father; about four years, between three and four years. I don't recollect that Mr. Slaight had any conversation with me about the partnership with my brother and the horse at that time or any other time; I do not remember Mr. Slaights, claiming from me rent for six years, previous to my fathers death, for the premises in Greene Street; I do not remember telling Mr. Slaight, after his father's death, that he, (witness) was not under obligations to pay rent previous to my father's death for the market and dwelling in Greene Street. I do not remember saying to Mr. Slaight, that I was not liable to pay anything on the horse matter. Such a conversation may have occurred and I forgotten it; I do not remember saying to Mr. Slaight that I was willing to pay the estate the eight hundred dollars for which the due bill was given. I do not remember saying to Mr. Slaight that I owed one year's rent since my fathers death for the dwelling and market from May 1st, 1861, to May 1st, 1862. I do not remember acknowledging to him that I owed one hundred and fifty dollars rent for the dwelling and market; I never had that conversation with Mr. Slaight, and never made such an acknowledgement. At the time of my father's death the property on Greene Street was considered one building, the grocery store and market being connected by a doorway, and the upper part of the grocery store was where my family resided after my father's death; I occupied the grocery store about three years, I think. I did not use the upper part as a residence for that length of time, but for forget now when I moved out; I occupied it I think about a year after my father's death; I cant say for certain, but I do not think I occupied the meat market over a year after my father's death. For the first year after my fathers death, I think I paid the rent of the entire premises to my mother the executrix, I paid three hundred dollars; after the first year I paid the same for the premises occupied there by me I had made no new agreement with the executrix, for those premises or any part of them. I was not ejected from any part of the premises; I gave up possession of the meat market and the upper part of the grocery store to the executrix. She did not demand it of me it was my own act.

The premises were occupied during the next year by the same parties, I think, that are in it now. I do not know what rent

they paid the first year. I could not say what was a fair rental value for the meat market and the residence over the grocery store at that time. It was worth something. I could not fix the valuation. I should think it worth not as much as the grocery store. Three hundred dollars was a fair rental for the grocery store. I don't recollect now who cut the door between the grocery store and the meat market. I do not remember having that door cut after my father's death; the door was there before; both places were connected by a door. I owe no rent for the store. There was no dispute between me and the executrix about nine month's rent. I don't recollect of the Executrix claiming rent from me at the rate of three hundred dollars a year, from August first, eighteen hundred and sixty-two, instead of from May 1st, 1863. I do not remember Mr. Slaight having a conversation with me on this point. After I gave up the meat market and the dwelling overhead, my receipts read the same as before. I did not see any alteration in the receipts. I have those receipts. I don't know that I have any objections to producing those receipts. I have not them with me, but will endeavor to produce them before my testimony is closed. I mean to say that I got a receipt for all the premises I occupied. All I occupied after the first year after my father's death, was the grocery store. I could not say whether I have the receipt for rent before my father's death. In fact, I cannot tell whether I have any of them or not. I will have to look. I don't know that I have any objection to producing them if I happen to find them.

Sworn January 29th, 1869.

W. B. WILLIAMS,
Master in Chan

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William F. S. McLaughlin, being duly sworn, deposes and says: that he knows of a statement of his brother Samuel McLaughlin's liabilities to the estate of his father, deceased, having been furnished to Mr. Slaight, his mother's lawyer, by his mother. I prepared the statement at my mother's request. My mother gave it to Mr. Slaight in my presence at the house. This was about the first part of 1866. This statement was furnished to Mr. Slaight for him to see Samuel and see what he said about it. Mr. Slaight told me after that, that he saw Samuel; this

was in Mr. Slaughter's office, 19 Montgomery Street, that Mr. Slaughter told me this. He told me to tell my mother that he had seen Samuel and that he would come up and see her that night and tell her about it. He came and saw her that night. I was present; he gave her this memorandum marked exhibit, No. 11, and said that he had seen Samuel, and that was what Samuel had said to him, what he Mr. Slaughter had written on the memorandum. He read the memorandum to her. He said that Samuel denied his liability on the horse matter. He said that Samuel
 10 said to him that if his father traded horses and wagons, that he was not liable to pay anything for them. He said that Samuel was willing to pay the estate; the eight hundred dollars, for which the due bill was given, and he said he was not under obligations to pay rent previous to my father's death, for the market and dwelling, and that he owes one year of the dwelling and market since my father's death, from May 1st, 1861, to May 1st, 1862; \$150. I was present during all this conversation. This memorandum was left with my mother, by Mr. Slaughter. I
 20 am familiar with Mr. Slaughter's handwriting. The memorandum is in his handwriting. When Mr. Slaughter handed my mother the memorandum, he told her that she could keep it, and then at any time see what Samuel had said.

WILLIAM F. S. McLAUGHLIN.

Sworn and subscribed, February 14th, 1869.

W. B. WILLIAMS,

Master in Chancery.

Abby A. McLaughlin, on oath saith:

My account as presented shows the rents, received from all the property except the homestead or dwelling, in which I have
 30 lived since Mr. McLaughlin's death, and except the stable and shop. The shop stands on York Street; It has produced rent, to the amount of three hundred and eighty-five dollars, not shown in the account. The stable is in the rear and is reached by the alley-way. I occupied it as a stable for the horse, for a year and a half. I kept a horse during that time. I began to rent it from August 1st, 1863, and have received three hundred and sixty-one dollars of rent for it. Mr. McLaughlin used the shop when he was building ten years ago or so. At his decease, it was used as a place for storing coal, wood, or odds and ends

around the house, and for a hired man to sleep in, who took care of the horse. After his decease, it was used in the same way, the hired man slept there a month or so, then went into the second floor of office to sleep. I kept a man to work about a year and three months. I began to rent the shop about April 1864, see statement, Ex. A. The office at the time of Mr. McLaughlin's death, was used by him as a real estate office. After his death I used it as an office in settling up the estate, and the business left unfinished. The rent for the office floor is allowed by me in my account from May 2nd, 1861; he died at that date. The second floor was used at his decease, as a storeroom, and afterwards for the same and for the hired man's occupation. I rented it from May 1st, 1863, and have received three hundred and eighteen dollars. The item of one hundred dollars, charged for fees paid to Mr. Slaight, is for work done in this suit, in preparing for and filing this bill. The vouchers now produced to the Master, No. 12 to—, are my receipts for expenditures on account of the property as shown in the account. Whatever small items, if any are not shown by these vouchers, I have actually paid. I think there may be one or two missing. The insurances are correctly stated, the policies are held by the mortgagees. I have never heard of any other incumbrances but these mortgages testified to by Mr. Douglass. The interest is paid up to the last half yearly time of payment on each. The property is all now insured; real taxes and city liens are all paid up, including this fall. The reasons why I did not put in the rent of stable, shop and office, first and second floor, in my account, and why I claim the rent of office first floor is, that my counsel informed me that I was entitled to that part of the mansion house and appurtenances.

ABBY A. McLAUGHLIN. 30

Sworn and subscribed before me, December, 1867.

W. B. WILLIAMS,
Master in Chancery.

NOTE. It is agreed by the solicitors of the parties, that this deposition shall be used on reference under order dated, December 7th, 1868, for stating account.

W. B. WILLIAMS,
Master in Chancery.

Master's Report as to value of Dower.

[Filed August, 27th, 1869.]

In pursuance of an order of reference in the above stated cause, bearing date on the seventh day of July, eighteen hundred and sixty-eight, whereby it was referred to me to ascertain and report the clear yearly income, above insurance taxes and repairs, that the said Abby A. McLaughlin, could realize during her life from the lands wherein she was entitled to dower if she were owner of the whole for life, and from such yearly income

10 to compute by the table annexed to the rules of this court the gross value of such dower estate; and further to ascertain the gross value of said dower, from the net proceeds of the sale, above costs and expenses, to be calculated on the basis of said table; and also the age and state of health of said Abby A. McLaughlin, and whether she has an average expectancy of life; and if not, what deduction should be made on account thereof from the gross value of said dower estate; and having thereupon been attended by the solicitors of the complainant and defendants and of the said doweress, having taken the annexed deposition.

20 heard the arguments of counsel, and considered the said matter referred to me, I hereby respectfully report to the chancellor: That the premises described in the bill of complaint as fronting on Greene Street, in Jersey City, were, as appears from the proceedings on file in this cause, first sold on the nineteenth day of March, 1868, together with the other property described in the bill under decree of sale theretofore made in this cause; that the said Abby A. McLaughlin presented her petition consenting to receive a gross sum as compensation for her dower on or about the twenty-third day of June, 1868 that the purchaser of said Greene

30 Street property declined to complete the purchase by reason of an alleged incumbrance outstanding; that the sale of said Greene Street property was thereupon by an order dated the twenty-third day of September, 1868, vacated and the Master was directed to re-advertise and sell the same; that the same was accordingly again sold on the ninth day of December, 1868, and that said last sale was duly confirmed by an order dated the twenty-second day of January, 1869, and has been completed. That the said Abby A. McLaughlin, departed this life on the twentieth day of August, 1868. That under these circumstances

the first sale of said Greene Street property is to be regarded as null, and the second sale having been made after the death of the said Abby A. McLaughlin, no right of dower was sold and she or her representatives cannot be entitled to any compensation for dower in the said Greene Street property. That the clear yearly income above taxes, insurance, and repairs upon which the said Abby A. McLaughlin could have realized during her life from the remaining lands and premises sold, being those wherein she was at the time of sale entitled to dower, if she had owned the whole for her life, was thirty-seven hundred and eighty-three dollars; that her age at the time of the presentation of her said petition for dower was fifty-six years; that the gross value of her dower computed upon said income and age, according to the tables annexed to the rules of this court at the time of such petition, was the sum of eleven thousand seven hundred and two dollars and eight cents, (\$11,702.08.) 10

That the net proceeds of the sale above the expenses and costs, so far as yet taxed, and after deducting the mortgages payable out of the proceeds, amounted (exclusive of said Greene Street property) to forty-six thousand five hundred and six dollars and seventy-cents, (\$46,506.70.) and that the gross value of the dower, computed upon such net proceeds, at said age, is the sum of eight thousand six hundred and thirty-one dollars and sixty-four cents, (\$8,631.64.) That the said Abby A. McLaughlin, on the twenty-third day of June, 1868, when she presented her petition for and consent to compensation in gross for her right of dower sold, and on the seventh day of July, 1868, when the said order of reference was made, was in my opinion upon the evidence returned herewith, in a state of ordinary good health, and her expectancy of life that of a person of ordinary good health at the age of fifty-six years, and that the said testimony does not convince me of the existence of such a state of impaired health, on the said dates, as that any deduction from the gross value of the dower should, for that reason, be made under the 130th rule of this court. That the said Abby A. McLaughlin died on the twentieth day of August, 1868. It therefore now appears, that the estate in dower which was sold, was an estate to continue three months and twenty days from May 1, 1868, when the possession under the sale was delivered. The statute contemplates the payment of such reasonable satisfaction as the court deem 40 20 30

just for the estate which the doweress parts with. A reasonable satisfaction would be the interest of one-third of the proceeds of the property sold for the actual duration of the life. This would amount in this case to three hundred and thirty-one dollars and fifty-six cents, computing said income at 7 per cent. per annum, which rate of interest, the mortgages taken for part of said proceeds, are actually drawing. By the 130th rule of this Court, I am directed to report, whether the doweress has an average expectancy of life. I have already stated that it does not appear

10 to my satisfaction from the evidence adduced, that on the twenty-third day of June, 1868, she had not an average expectancy of life judging from the facts then apparent. But she is now dead, she has now no expectancy of life. Her expectancy was determined by her death to be less than the average. It appears to me that the 130th rule was designed, to measure the compensation of dower by the actual length of life of the particular doweress, and that the average length of life of a class of persons of her age, ascertained from tables of mortality, was to be

20 the absence of better evidence; otherwise the court might, as in this case, be asked to award as a reasonable compensation for a right of dower at common law of three months duration, a sum which would purchase an annuity equal to the dower, to continue for many years. Assuming then that by the 130th rule it is designed, that the Master shall inquire into and inform the Court of all facts, which would tend to determine the actual duration of the life of the doweress, and as to what change from the value of dower ascertained by a computation upon average expectancy at the date of the election, to take compensation in

30 gross, should equitably be made in a case where the actual length of life is at the time of his report likely to be, or has at the time of his report proved to be, less than the average. I report that in this case, the doweress having actually lived only three months and twenty days after the sale was completed, the value herein before stated, computed upon the average expectancy of life, which on the twenty-third of June, 1868 she was supposed to have, to wit, eight thousand six hundred and thirty-one dollars and sixty-four cents, (\$8,631.64,) should be diminished by the sum of eight thousand three hundred dollars and eight cents

40 (\$8,300.08,) leaving the actual value of her dower, as before

stated, three hundred and thirty-one dollars and fifty-six cents.
(\$331.56.)

All of which is respectfully submitted.

Dated the first day of July, 1869.

WASHINGTON B. WILLIAMS,
Master in Chancery.

Schedule.

1. Net rental, see depositions	\$3,783.00	
One-third, annually		\$1,261.00
Present value at 56 years of age, of \$1 per annum		9.28
Product or value of dower on income		<u>\$11,702.08</u>
2. Total sales		\$64,050.00
Deduct mortgages	\$16,500.00	
Taxed costs	336.70	
Master's auction, expenses, &c.	706.60	\$17,543.30
Net sales on this basis		<u>\$46,506.70</u>
Percentage for widow at 56 years old if of average expectancy of life		18.56
Value of dower on net proceeds		<u>8,631.64</u> 20
3. Net proceeds		3—46,506.70
Interest 7 per cent., 3 ms., 20dys, is July 1, 1869.		<u>\$331.56</u>

W. B. WILLIAMS,
Master.

Depositions for Complainant.

[Filed August 27th, 1869.]

Depositions, &c., taken under order of reference upon petition of Abby A. McLaughlin, for compensation in lieu of dower, said order dated July 7th, 1868, in presence of William A. Lewis, Solicitor of petitioner, and J. Dixon, Jr., Solicitor for defendants.

William F. S. McLaughlin being duly sworn on oath saith:

I am a son of Mrs. Abby Ann McLaughlin deceased. Her general health down to her last illness was very good, as good as the average of healthy robust persons; she was strong and active.

Had good appetite, went out a good deal, and attended to the household affairs, and to business connected with the estate, and up to three weeks before her death appeared as well as ever. She was a long time in coming to the conclusion to apply for the present value of her dower as she felt well, and that she had as much prospect of long life as any one, and was considering the advantages of an annuity to such a person. This she used to talk about from the time of the sale March, 1868, until she finally consented to take the present value in June, having bought largely at the sales.

I am acquainted with the rental value and current expenses of the property sold, and in which she was entitled to dower. At the time of the sale and thereafter it was worth, and she could have derived from its rental as follows :

	No. 129 Warren Street	yearly	\$900.00
	131 " "	"	1,100.00
	147 Grove "	"	900.00
	145 " "	"	900.00
	143 " "	"	1,000.00
20	139 " "	"	275.00
	206 York " Shop	"	150.00
	208 " " "	"	768.00
	" " " Stable	"	120.00
			<hr/>
			\$6,113.00

No. 149 Greene Street was not sold till after her decease. Its rental is \$1,100 its net is rental about \$900.00

From this is to be deducted as follows :

	Yearly interest on \$16,500 of mortgages	1,155.00
	Taxes estimated at	775.00
30	Water rent	100.00
	Insurance	75.00
	Average repairs	225.00
		<hr/>
	Total to deduct	23.30.00

Net income derivable from property \$37.83.00

WILLIAM F. S. McLAUGHLIN.

Subscribed and sworn to before me, at Jersey City, March 19th, 1869.

W. B. WILLIAMS,
Master in Chancery.

Joseph B. Stone being duly sworn on oath saith :

Reside in Jersey City ; am fifty-four years old ; am a brother of Abby Ann McLaughlin, the petitioner for dower, who was the widow of John G. McLaughlin deceased. She died on the 20th, of August, 1868. She then lived at 143 Grove Street, Jersey City.

I saw her frequently during her life time. Her health was good. She was fifty-seven years old nearly at her decease, past fifty-six years.

She was sick in February, 1868, with some fever. I presume a billious attack—not very severe ; she recovered from it and was well at the time of the sale in March, 1868. 10

I do not know of her ever having any serious illness for many years past, until her last illness. She appeared to be a hearty rugged woman, of a strong physical constitution. She was rather above the ordinary size, fleshy. On June 23d, 1868, her health was good. And it was good on the 7th, of July, 1868. It had been good from the time of the sale in March, up to July 7th, 1868 ; and she had no sickness in that time that I know of. I think I should have known it if she had been ill in that time, should have heard her complain. I was frequently at her house in the spring and summer of 1868. 20

Qu. From 23d, June to 7th, July, 1868, was the state of her health such as that in your opinion she had an average expectancy of life?

A. All I can say is that she was in good health, was a strong woman for her age, and had had no serious illness or settled disease for many years. She had that sickness in February, from which she recovered, and sometimes had a boil on her arm or so.

Her health in June last was as good as mine to all appearance. I was in good health, and had been accepted as insurable by a life Insurance Co. 30

Her last sickness was carbuncle. I cant say when it first exhibited itself. I saw her in the street about three weeks before her death, did not stop to speak ; that was the last time I saw her out. She was in Mrs. Morrow's fancy store as I passed.

Before that I used to see her three or four times a week or thereabouts, saw her a very few days before the last time I spoke of, she made no complaints of illness then.

J. B. STONE. 40

Subscribed and sworn to before me, at Jersey City, March 29th, 1869.

W. B. WILLIAMS, M. C. C.

Caroline Brevitt being duly sworn on oath saith :

I reside in Jersey City, in the house of Mrs. abby A. McLaughlin, 143 Grove Street, and have lived there since early in June, 1868.

My age is fifty-four years. I boarded with Mrs. McLaughlin. I am a widow. Had known Mrs. McLaughlin, only from the time I went there to board. I ate at the same table with her. Her health was very good to all appearances when I first went there. Her appearance was decidedly robust and strong, much more so than I appear to be, stouter and larger than I am. I call myself perfectly healthy.

She was a large stout woman, fleshy. She did not then complain at all of any sickness or ailments. I had very frequent interviews with her while I was in the house, our conversations never turned upon her state of health, that I recollect.

Her health on 23d, June last was as good as it had been from the time I went there. I was not aware of any change, I had not heard her complain nor was there any visible change to the 7th, July. Her appetite at table was excellent. I remember that from the circumstance of her saying how much she enjoyed every meal. She said this not once, it was frequently. It was while I was there and before her sickness. I considered that she enjoyed really good health.

I first observed her illness about three weeks before her death ; on coming down to breakfast one morning she complained of a very stiff neck ; she was a person who complained very little, unless it was something serious which it proved to be. She died in August ; can't remember the day, but think about the middle.

I remember when Dr. Hunt was called, I think she died on the third day after he was called. This carbuncle did not spread rapidly until the latter part of her sickness. Dr. Durrie attended her before Dr. Hunt. I believe he called after Dr. Hunt came but not as attending physician ; I saw her frequently during her sickness she complained of nothing else except this carbuncle. I think she displayed remarkable patience, and that she was a person who would suffer very severely without making a complaint.

C. BREVITT.

Subscribed and sworn to before me, at Jersey City, March 19th, 1869.

W. B. WILLIAMS, M. C. C.

John W. Hunt, being duly sworn, on oath, saith :

Reside in Jersey City, am a practicing physician and surgeon, have been in practice ten years and a half, and have resided in Jersey City nine years. I graduated in the medical department of the University of New York. I am thirty-four years old. I was not acquainted with Mrs. Abby A. McLaughlin until three days before her death. I was called as a physician at that time to see her; she was very feeble, had a carbuncle on the back of 10 the neck, involving almost the whole space from ear to ear in a gangrenous condition.

It is difficult to say how long a carbuncle would take to terminate fatally; it depends on the general health. Death rarely occurs from it. A small one might get well in two weeks. It is said by an experienced writer that not more than two per cent. cause death. I think the majority of surgeons consider the knife to be the best remedy. When I was called to see her, I do not think she had been treated as I should have treated her, from what I could learn had been done. I considered her at that time 20 in a very dangerous condition.

I have seen a number of cases of carbuncle. It is not a very common disease; I never knew of any other cases terminating fatally that I had seen, excepting Mrs. McLaughlin and John B. Rae of Jersey City.

From her appearance, and the vitality she exhibited, I should judge she had been a woman of strong constitution.

Carbuncles generally, I think, need treatment, sometimes a small one may not.

I treated Mrs. McLaughlin when I was called, I hardly think 30 with any benefit. I think there was not enough vitality left to recuperate, I think I was called too late.

It is customary to give stimulants in that disease, I was told she had not been taking them to any extent.

Patients become well of carbuncle. The predisposing causes to carbuncle are numerous: mode of life, diet, the air breathed and sometimes it seems to be epidemic. Temperature may have something to do with it.

She had no other apparent disease that I could discover, no symptoms of disease were present that could not have been at- 40 tributed to the carbuncle.

I should judge she was a little above the ordinary size.

Persons seeming to be in perfect health may have carbuncles; have seen them on persons who showed no other apparent disease.

Cross-examined.

The immediate cause of death in this case was exhaustion—worn out.

When the mode of life, diet, &c., produce carbuncle, I suppose it is through a disordered condition of the blood induced thereby. As I have said, persons apparently in perfect health may have
10 them, but I do not think such a person would have such an extensive one as Mrs. McLaughlin.

The disorderd condition of the blood which would produce carbuncle might possibly be occasioned, and result in carbuncle within a few days. I don't think it probable at all. I do not think there is any authority for saying how long it would take for these causes to operate so as to result in carbuncle. I cannot state even a probability of how long in Mrs. McLaughlin's case the disorderd state of blood had existed to produce the carbuncle.
20 Boils and carbuncles arise from similar causes to some extent; boils are a superficial inflammation and carbuncles deep seated. I understood that Mrs. McLaughlin had been sick about three weeks. I was told that Dr. Durrie had been attending her.

The trouble in Mrs. McLaughlin's case seemed to be that there was a lack of vitality in all the tissues around the point where the disease manifested itself, so that there was no marked line where the local disorganization ceased, as is the case when nature is successfully resisting.

The tissues receive their vitality from the blood. A local disease may, however, receive good blood and still continue.

30 There was no disease in this case elsewhere than at that point where it was shown as carbuncle. But there appeared to be no limit to its spread in this case, no defined line of healthy tissue.

I cannot account for this, I take it as a fact. Dr. Durrie has lived in Jersey City from before the time I came here, practising the same avocation that he does now.

Re-examined in chief.

A man may have boils frequently and yet be in apparently good health, be in good health in other respects except boils.

40 If no other cause appeared for rejecting a man except boils, I should pass him as insurable for his life, unless there appeared to

be so many of them as to show that there was something serious.

In carbuncle, I think the first symptom is at the point attacked, commencing with a small point of inflammation, perhaps painful, and then spreading. I don't know that I have ever seen a case where there was symptoms of ill health previous to the appearance of carbuncle.

J. W. HUNT,

Subscribed and sworn to before me, at Jersey City, March 19, 1869.

W. B. WILLIAMS, M. C. C.

Margaret Emily McLaughlin being duly sworn on oath, saith :

I am the complainant. Am daughter of Mrs. Abby Ann McLaughlin. I lived with her up to the time of her decease. I am unmarried. My mother was born on 23rd September, 1811, as I learn from the family record, and from her, and from my grandmother's family Bible. She died on August 20th, 1868.

As long as I can remember, my mother's health has been very good. I am twenty-seven years old. Her health was very good indeed from as far back as I can remember down to her last illness. She never had any sickness except that in February, 1868. She then had an attack of remittent fever, caused I suppose by biliousness. She was not confined to her bed more than a week at that illness, but was indisposed about a month. She recovered entirely from that sickness. She had recovered at the time of the first sale in this suit, in March, 1868. She enjoyed her usual good health during June, 1868, excellent health, and up to about three weeks previous to her death. She frequently said that she felt better than she had felt for years, and laid her plans ahead as far as next fall, what her intentions were. Her last sickness first disclosed itself by a stiffness of the neck, and a little pimple on the back of her neck, and this was about the first of August, she had made no complaint before that.

Her usual habits were active, she was of a hearty strong constitution and of remarkable physical strength and endurance. She was large, above the ordinary size, light complexion, light brown hair.

From the time we first saw the carbuncle, it developed itself slowly until the last three days before her death. She thought it was not at all dangerous the former part of its continuance. She did not complain of any other disease, not even of headache. She had no other disease that I know of. If she had felt ill previous to this I certainly should have known it. She was a purchaser at the sale. She purchased four houses.

She was for a long time after the sale considering whether to take her dower by investment of a third, or by present value, and was a long time making up her mind.

Dr. Durrie attended her at first. He was a homœopathic doctor. He did not lance it, he said it was not necessary. We saw she was sinking, and were not satisfied and we called Dr. Hunt. Dr. Durrie did not order stimulants until the last two days of his attendance. and then in very small quantities. Dr. Hunt changed the treatment in every particular, lanced it, and gave frequent
10 and powerful stimulants. She never gave us evidence that she thought she would not live. She was conscious to the time of her death.

I remember her frequently, during last spring from about the middle of March, saying that she enjoyed her meals very much.

Her mother died three years ago, in her eighty-second year. Her father I do not remember. She has now living one sister and two brothers, all well advanced in years and healthy persons. None of my mothers family are consumptive that I know of. She had one brother who died at the age of twenty-one from consump-
20 tion, he took it from exposure. No others of the family have had it. My father died in May, 1861.

Cross-examined.

My mother had two brothers who died, the one I spoke of, and the other one died away from home, as they heard, of some fever. He was younger than my mother. It is I think over twenty years since they heard he died. She had one sister die, four years ago last September at the age of forty.

At the time of the sale, she had recovered, so as to go out on pleasant days, but not at that time so as to be in her full health.
30 She was taken with that fever early in February. She was generally a hearty eater. She went out a great deal, ordinarily more on business than anything else, around in Jersey City, and did her marketing.

She used to have boils occasionally, but never serious, or so that she was confined to the house, sometimes she would have one or two a year, and sometimes go a year and not have any. This was for the last four or five years. She called a physician in once or twice, and Dr. Varick said they were very healthy. I think she had none during the last year of her life. She had none after her sickness in February, 1868.

Dr. Durrie attended her in that illness. He had attended her before, but she had not had any severe illness before, only a cold or bilious attack. He had not attended her before that within a year, or perhaps more. She had then nothing more than a cold. She was not generally disposed to biliousness. She would not very often take medicine for biliousness. She was very fleshy.

Dr. Durrie was called about three days after the stiffness in her neck appeared. He came and said it was nothing serious and was away after that in the country from Monday till Friday.

MARGARET E. McLAUGHLIN. 10

Subscribed and sworn to before me, at Jersey City, March 19th, 1869.

W. B. WILLIAMS, M. C. C.

Beriah A. Watson being duly sworn on his oath saith :

Reside in Jersey City and am a practising physician, graduate of Medical Department University of New York. Have been in practice in Jersey City three years and a half, was acquainted with Mrs. Abby A. McLaughlin, saw her in the spring and summer of 1868 several times. I saw her in March immediately after the sale of the property. She was at that time convalescing from an illness she had been suffering from a short time before. 20 She was feeble, but convalescent able to be about the house. At a subsequent time when I saw her she appeared to be in her usual good health, at no time after this first interview above mentioned did I hear her complain of ill health. I met her on business not as a physician.

Her appearance was that of a hale hearty woman, rather inclined to be corpulent. She was above ordinary size I think. I cannot speak positively as to time, but think I last saw her about the first of July, 1868, at her house. She was then in good health, or her appearance indicated that she was, so far as you can judge 30 from appearance.

From her appearance at that time, I should say that she had the average expectancy of life of a person of her age.

I understood her last illness was carbuncle. The causes of this disease are among our difficult matters to determine or agree upon. It is said to be in some cases due to a full habit, especially to the use of ale, porter, too much food, constipation, cold, sudden checks of cutaneous perspiration, &c. It occasionally follows eruptive cutaneous diseases, small pox, scarlet fever,

measles and typhoid fever, none of these causes will invariably produce it. It is supposed that they produce it, but it is doubtful whether they do.

The length of time it takes to run its course depends on how it is treated, the constitution of the patient, &c.

There is no indication perceptible by which the disease could be recognized before the appearance of the local trouble. The first appearance of that trouble is ordinarily a slight tingling sensation, accompanied with numbness, which is followed by redness, with intense pain, a number of small blisters or pimples on the surface, occasionally chills, nausea, and vomiting; other symptoms are, dry and hard skin, furred tongue, occasionally cracked, accumulation of sordes on the teeth.

A person may be in ordinary good health to-day, and in a few days give evidence that carbuncle is coming. The symptoms I have enumerated would be sufficient to enable one to diagnose the case.

I should not consider a person insurable, when the first symptoms of carbuncle were about him.

20 A person may be in ordinary good health and still have a few boils, that is, the general health might not be interfered with, such a person would be insurable.

I did not hear Mrs. McLaughlin make any complaints as to boils or carbuncle at any of the interviews I had with her.

I doubt whether I formed an opinion at the time I saw her, as to her physical endurance. As I now remember her, I should judge, that it was above or fully up to that of persons of her age. Her prospects of life, I should say were fair.

30 In my opinion, the proper treatment for carbuncle, is free incision in the early stage of the disease. This is sometimes spoken of as active surgery. This would be followed by application of acid or other active caustics, and locally after this, poultices and hot fomentations and constitutional treatment. In case the person is of full habit, an active cathartic, to be followed by iron, quinine, brandy, beef-essence, &c. I would commence this tonic treatment early. The effect of omitting this treatment of incision and tonics, is death in most cases.

40 Whether carbuncle is dangerous under proper treatment, depends much upon the constitution of the patient, and the size, and locality of the carbuncle. There are few parts of the body

in which a carbuncle would be so likely to terminate fatally as in the back of the neck. It is a disease that needs daily attention, I should say, after it is developed, during the active stages of the disease. It has arrived at the active stage so as to require such constant care, within two days after the premonitory symptoms have appeared, and in many cases from the commencement of the premonitory symptoms. Where a carbuncle is in a vital part and results fatally, the time taken to run its course, varies from ten days to four weeks.

A person might die of carbuncle, and yet have been in ordinary good health five or six weeks before, so far as any person on earth could discover. 10

On *Cross-examination* the witness says :

I could not tell whether carbuncle is attributable to the condition of the blood or not. It would be mere supposition : I am not aware that any extended tests have been made.

The object of the tonic treatment is to support the patient ; carbuncle is a disease which produces great debility.

Debility is produced by the pain, also in all cases of extensive suppuration.

The cause of carbuncle is not in all cases similar to the cause 20 of abscesses or boils. Abscesses may be caused by the insertion of a foreign body, or by necrosis or the death of a bone, or by bruises.

Measles, small pox, scarlet and typhoid fevers, have a tendency to produce boils, the tendency is slight. A boil is more frequently the result of a direct blow than anything else.

What there is about measles and the other diseases to produce carbuncle or boils, is a question the answer to which is not given in the books, and which I could not attempt to answer.

I dont think debility can be regarded as the direct cause for 30 boils, abscesses, or carbuncles. Boils, I think, we find as frequently in persons of full vigor, as in persons who are debilitated ; carbuncle, I think not. Carbuncle is more apt to come at the age of fifty, or above, when naturally the vitality is not so great, and the habits less active. A full habit is a person who lives well, eats well. I dont think it leads to longevity.

During June or July, 1868, I saw Mrs. McLaughlin not more than twice. From the sale till her death I saw her usually once a month, when I went to pay her rent. 40

Re-direct examination :

Physicians can readily determine when the patient is *anaemic*. Mrs. McLaughlin was not such a person. Men are more subject to carbuncles than woman.

B. A. WATSON.

Subscribed and sworn to before me, at Jersey City, March 19th, 1869.

W. B. WILLIAMS, M. C. C.

Isaac N. Quimby being duly sworn :

10 I am a physician, reside in Jersey City, and am thirty-seven years old. I am a graduate of the Medical Department of the New York University. Have been a practising physician about twelve years ; about ten of which in Jersey City. I am familiar with the disease called carbuncle. It has three stages, the incipient stage, that of duration, and termination.

The disease, the local trouble begins with a small pimple, followed by constitutional troubles, such as quick pulse, hot skin, thirst, nausea. Frequently there are constitutional symptoms, which may show themselves before the pimple appears, sometimes for six months, sometimes for only three, or four days. 20 Sometimes a patient will be complaining for three, or four months, of lassitude and general indisposition. More often the patient is taken down quite suddenly, without any premonitory constitutional symptoms, the same as a man taken with apoplexy, in good health one day, and dead the next. The causes are various. I do not think slight causes will produce it. Carbuncle is a very serious disease, and all serious diseases have always, of course, some cause behind them. The causes of carbuncle are of two kinds ; one, causes of diet and locality, improper food, and bad damp locality, or exposure ; the other, over-eating, or indulgence 30 in liquors, lack of exercise with rich diet.

It is also caused by the various diseases mentioned by last witness.

A person may be to all appearance in ordinary and perfect health, and yet be taken in a few days with carbuncle and die.

A person may upon a medical examination, only a week or three days previous to the appearance of a carbuncle, be to all appearance insurable.

The pimple is almost always, the first outward symptom 40 noticeable, of carbuncle. The patient is likely to notice it sooner than any one else.

Persons with simple boils are no doubt, or may be ordinarily considered, in good health, that is by the community, but scientifically speaking, they are not, for the boils are an index of some constitutional derangement.

I would pass, as insurable, a person who had merely a few boils, have done so often.

Whether carbuncle is generally considered fatal or not, depends greatly upon circumstances. There have been so few cases of carbuncle, that no statistics of much account have been taken, as to the proportion of fatal cases. In my observation, about one 10 per cent are fatal. I never knew but two cases that died. I have seen a good many cases.

If the patient is robust, I should first use the antiphlogistic treatment, cleaning out the bowels; then something to quiet the patient at night, anodynes, and low diet the first few days. Locally I would apply emollient poultices the first few days, or a cooling lotion. If the local trouble appeared more serious, with a good deal of pain, I should incise the carbuncle, then poultice again, when suppuration set in, supporting treatment and anodynes, as the case might require. 20

If called when the carbuncle had developed itself, and the patient had considerable pain, I should lance it, and perhaps use supporting treatment. I do not believe in tonic treatment in all cases. There is no routine treatment of disease. Whenever there is much pain and formation of pus, it is absolutely necessary to let the matter out by a free incision.

In almost all cases, carbuncle requires surgical interference; there are exceptions. It takes a carbuncle, from its commencement to a fatal termination, from one to three weeks, to run its course. The neck, other things equal, is considered a dangerous 30 part for carbuncle. It is a serious disease; all serious diseases want constant attention, daily attention, sometimes oftener than that even. It may get beyond control by neglect. Two or three days would suffice for this, at certain stages, and with a certain kind of disease.

I did not know Mrs. McLaughlin.

Cross-examined.

Ordinarily the carbuncle is circumscribed by swelling, there is no line of demarcation between the diseased tissue and the

healthy tissue ; there is often a general blush extending to some distance beyond the circumscribed swelling. In the last stage of the disease, there is a line of demarcation between the dead and the living tissue. The diameter of that deceased or dead tissue, may be from two to six inches.

In a case where there was no marked line, where the local disorganization ceased, I would consider, that the disordered condition of the tissues, was general, and that it was a very active case. I should say, that it had been so active, that before suppuration, and the line of demarcation had been fully established, the patient had succumbed. Such a result would not indicate a general debility. I would attribute the speedy succumbing of the patient to the activity of the disease, not to the lack of vitality in the patient, for the disease might be very malignant. It is not a proof that the patient was debilitated, that a disease runs a speedy course. A lingering disease would rather indicate debility than a rapid one.

In a case where a person was apparently in good health, two or three days before the appearance of the carbuncle, if the person was taken by degrees with the disease, it would be certain that the disease had been preparing in the system for some time.

If the carbuncle had resulted from sudden cold, or check of perspiration, it would not indicate any previous derangement of the system.

If the person had had boils, abscesses or carbuncles before, I would judge that the present disease was attributed to previous derangement of the system.

Over indulgence in eating, and lack of exercise, tend to carbuncle.

30 Where there is a diseased appetite or desire to eat, such persons rarely have carbuncle.

That disease is generally temporary.

A person recovering from disease would sometimes have an excessive desire to eat, and it might result in producing carbuncle, and would so result in such a person much more likely, than in a strong or healthy person over eating.

Qu. A person has been subject to boils and abscesses, and has had carbuncle, has had an attack of typhoid fever, and during convalescence from that fever, has indulged in excessive eating,
40 and is then taken with carbuncle, would you say that the car-

buncle was the result of the condition of the system indicated by the previous boils and abscesses, aggravated by the fever and excessive indulgence?

A. That's a case, hardly supposable, following the same train of sickness. You would hardly ever see such a case.

If there were such a case I should think it was the condition of the system, developed by the previous carbuncle, and the typhoid fever that produced the last carbuncle. It would depend upon the degree of convalescence between the successive diseases. If the patient had been well several months, I should think the 10 disease bore but little relation to each other, they would bear some of course.

Re-examined in chief.

Whether a patient who had carbuncle a year ago and got well, could have it now from the same cause that produced it then, would depend on what the cause was. If the cause had been removed, of course the second attack would not arise from the same cause. If the patient got well, that is conclusive evidence that the original cause was removed. If the patient got well, it would be hardly supposable, that the original cause would continue and reproduce the disease. 20

It would be a hard thing to say, what relation it might have, to any disease she might have.

If a person had a fever six months ago, and convalesced and got well, that fever could not ordinarily be said to be a cause of carbuncle. If the patient did not get entirely well, it might.

Three or four months of intermediate health, would not alter the case; if carbuncle ensued, then I should ascribe it to a new cause, or it might be a continuance of the same cause that produced the fever. I mean a recurrence of a similar cause, not a continuance of the same cause. 30

Carbuncles appear about twice as often in males as females, because males are more exposed to the debilitating causes of carbuncle, and to excesses.

Thin or impoverished blood is readily discernable in a patient. The patient is pale. If a person is not pale, the blood is not what you would call thin, and in pale persons it is thin.

Carbuncle is generally accompanied by intense fever. Persons in a high fever do not generally look pale. A thin-blooded

person may have a high fever. In such a case the fever is accompanied by a hectic flush or a flush, confined to a small spot.

I. N. QUIMBY, M. D.

Subscribed and sworn to before me at Jersey City, March 23, 1869.

W. B. WILLIAMS, M. C. C.

Edwin W. Brevitt, being duly sworn on oath, saith :

Reside in Jersey City, 143 Grove Street, the late residence of Mrs. Abby A. McLaughlin. Have lived there since the first part of June, 1868. I was boarding there. Saw Mrs. McLaughlin daily. Did not know her before that. While there, sat at the same table with her daily. Her appearance, when I first knew her, was decidedly healthy. She was generally cheerful, and nothing seemed to be the matter with her. She always had good appetite. Every day as I came to dinner. I would always hear of her having been out during the day, and walking a good deal. Our dinner was at six. I have met her out walking several times in June. She was generally with her daughter, and was about as active as she. Heard her make no complaint until the time of her last illness. To the contrary, 20 heard her remark that she felt strong. She was at her meals every day but two. One day she was at Keyport, and another day elsewhere. This was in latter part of June or forepart of July. Noticed no feebleness about her when I went there to board. She went up and down stairs with a strong and firm step, better than most ladies of middle age. She did not complain of going up and down stairs, went up and down a good deal. Dining room is in basement, and parlor on 2d story, sitting room on 1st floor. She was taken down with this carbuncle about three weeks before her death. She died about the second 30 or third week in August, as near as I can tell. Heard her first speak of a stiff neck ; this was only a day or so before the doctor was called ; she was confined to her room after that.

EDWIN W. BREVITT.

Subscribed and sworn to before me, at Jersey City, March 26th, 1869.

W. C. WILLIAMS, M. C. C.

Joseph B. Stone being re-called further deposes and says :

From April, May, June and July, 1868, those months, Mrs.

Abby A. McLaughlin was at my store three or four times a week, would average that, it would be in the evening frequently, sometimes through the day; she used to come frequently to advise with me about her matters. My store is at 55 Montgomery Street, about five blocks from her house; she walked there. Don't recollect of her complaining of fatigue. On these occasions of her calling, I did not observe anything calculated to give the idea of a person in ill health; I should think the contrary. She generally came with her daughter Emily.

I had a talk with her about her dower, at her house. She said 10 she would prefer to take a sum of money for it, so that the heirs would not be wishing her out of the way, that they might get her third. She was about two and a half years older than I. I am fifty-five years old, the 25th, of next May.

JOSEPH B. STONE.

Subscribed and sworn to before me, at Jersey City, March 26th, 1869.
W. B. WILLIAMS, M. C. C.

Margaret E. McLaughlin, being re-called, further deposes and says:

I have heard my mother tell her age before the sale of last 20 March, at many times, from the time she was fifty. I remember her saying she was very nearly fifty, it was shortly after my father's death, my father died May, 1861.

I heard her say she had a list of ages of the family, before the sale. I remember it, because the record was torn out of our family Bible before my father's death, and she said she had got a list and was going to replace it. We never knew how it got torn out, I have found a list in her writing, amongst her papers, since her death. Her age, by this, would have been fifty-seven last September. The list is all in her writing. It contains the ages of father, 30 mother, time of their marriage, and ages of my mother's children, also a record of deaths, (paper-marked Exhibit A.)

Remember when my mother had the first carbuncle. It was a year ago last summer, it was in July or August, I am positive of that, for we went away in September for a few days, and again in October for three weeks.

She was not confined to the house at all with it. And it was not at all like the last one. She had no carbuncle after that until her last illness. She had no sickness after it, till she had the fever in

February. When Dr. Durrie was attending her for the first carbuncle, he pronounced it a carbuncle. But last summer when I asked him why it looked so different from the former one, and so much worse, he then said the first one was a carbuncle-boil.

Cross-examined.

My mother was taken sick with the fever about the middle of February. She was confined not over a week to her bed, and to her room about three weeks.

The first carbuncle lasted two or three weeks, but she was not 10 confined to the house with it, and the doctor did not attend her as long as that. She had no abscesses after that, might have had one previous, but I don't remember.

In September, we went to Keyport, and stayed a few days.

MARGARET E. McLAUGHLIN.

Sworn and subscribed to before me, at Jersey City, March 26th, 1869.

W. B. WILLIAMS, M. C. C.

William P. Douglass, being duly sworn on oath, saith :

Am attorney-at-law, living and practicing in Jersey City. Am 24 years old. During 1868, until November, I was assisting 20 Mr. Lewis in his office, and had my office at 134 Hudson street with him.

I was well acquainted with Abby Ann McLaughlin. Saw her frequently in 1868 at her house, at Mr. Lewis' office, and in the street. Remember the sale in March, 1868. Saw her that day in her house; talked with her; she seemed to be in tolerably good health then, think she said something about having been ill.

- It was after this, that I saw her at these various times I have spoken of.

30 I saw her at the office often, from the sale until a short time before her death. When I heard of her sickness I was surprised, because it was only a few days previous, that I had seen her in apparent good health.

During the spring of 1868, I supposed her to enjoy good health. I frequently talked with her in the office. Don't recollect of hearing any complaints from the time of the sale, as to her health. From her appearance, I should suppose that her expectancy of life was as good as the average of persons in health;

of course I could judge only from outward appearance. The first I heard of her being dangerously sick, was as late as two or three days before she died.

WILLIAM P. DOUGLASS.

Subscribed and sworn to before me, at Jersey City, March 26th, 1869.

W. B. WILLIAMS, M. C. C.

David W. Stone being duly sworn on oath, saith :

I reside in Jersey City, and am a brother of Abby A. McLaughlin deceased. From a memorandum made by me many years ago, from information gained from her mother, (my mother,) Abby A. was born in September 23rd, 1811, married to John G. 10 McLaughlin, January 31st, 1836. I believe that to be correct; my mother is dead, she died about June 1866. From the same memorandum which is a family pedigree for several generations, and which by repute in our family is understood to be correct, my mother was born April 15th, 1785, and married to Fortunatus Stone, June 3d, 1810. And had seven children of whom there are now living. My father was born September 27th, 1775, and died August 18th, 1838.

My father's father died at the age of sixty-six, and my father's mother, at the age of eighty-eight years, (from same pedigree.) 20

DAVID W. STONE.

Subscribed and sworn to before me, at Jersey City, March 30th, 1869.

W. B. WILLIAMS,

Master in Chancery.

Deposition for Defendants.

[Filed August 27th, 1869.]

Depositions, &c., taken under order of reference upon petition of Abby A. McLaughlin for compensation in lieu of dower, dated July 7, 1868, in presence of J. Dixon, Jr., solicitor of defendants, and Wm. A. Lewis, solicitor of petitioner.

30

William A. Durrie being duly sworn on oath, saith :

I have been a practicing physician in Jersey City for 22 years. Am graduate of the Yale Medical Department, New Haven. Knew Abby A. McLaughlin a great many years before her

death. I suppose fifteen years or more. I was her family physician for some time before her death. I had never attended her a great deal up to about a year before her death. Don't know as I attended her during her husband's life. I was not his family physician.

10 About a year before her death I attended her for abscesses under the arm. It was in the summer of 1867, the latter part I think, as near as I can recollect. I think she had one, don't recollect whether she had another following it. It was abscess of the axillary glands. Don't know what the cause was. Her general health at that time was pretty good. I always thought she was a pretty healthy woman. In that Fall, 1867, she had a carbuncle, I attended her for that; it continued I think five or six weeks before it healed. It was on the shoulder, she then was somewhat debilitated.

I don't know that the debility of her system contributed to the carbuncle specially.

20 These carbuncles come very often without any warning, without any apparent cause, although we know there is a cause of course.

During the winter, she was attended with a bilious remittent fever, which at last assumed a typhoid type. I attended her through that. She was very ill. I discontinued my visits in that sickness, as near as I can recollect about the time of the sale.

30 She was then able to be about. She was not, in my judgment, after that restored to perfect health. That summer I think was very hot, it had an enervating effect upon her I should judge. I don't know that I had occasion to attend her from the time of the sale until I was called in her last sickness, probably about the 20th of July, or toward August 1st. I then found her with some fever. I suspected carbuncle, because she had one the previous Fall. I was pretty sure at the first that she had carbuncle. The pimple was there, and that is a sign that does not often deceive. Her system was then rather debilitated. She had never rallied to her usual health after the fever. The hot weather was against her of course.

40 My first object was to subdue the feverish symptoms, and to apply poultices and general quieting medicines. There were several cases of carbuncle in the city at that time; it appeared

a rather favorable season for carbuncle, and unfavorable for the patients. Mr. Buckman and Mr. Rae died, as was generally understood. Mr. Buckman was sick a week or ten days. He was attended by Dr. Lutkins and another.

Cross examined by Mr. Lewis.

I do not know whether Mr. Buckman had any other disease with carbuncle. I do not know whether the carbuncle was the cause of his death. Saw him out before his death; I don't know how long, a week or two. He appeared healthy, a large fleshy man.

10

I judge that Mrs. McLaughlin was not restored to her usual health after the fever, because of not seeing her out much, and also because after such a sickness it would not be natural to be restored to perfect health so soon, with the hot weather coming on.

I do not draw this as an inference from her being afterwards taken with carbuncle.

I think I saw her a few times between the sale in March, and her last illness. I may have seen her at the house, or I may not. I judge she was not fully restored, from the fact that when I first saw her for the carbuncle, she was not in full health, apart from the symptoms of the carbuncle. I know I had seen her before that, and after March.

20

When I first was called, there was a slight redness, and the pimple was discernible, and there was pain. It would not be possible for that carbuncle to have reduced her from a perfectly healthy state to the condition in which I found her. It was the result of the fever she had gone through.

Don't know the condition of her health on the 1st of June. On the first day of June, 1868, I think she was insurable as a person of average expectancy of life.

30

I don't know her exact state on the 1st of July, but we had no reason to apprehend any more carbuncle. I did not consider that she had then any vital or organic disease. I consider her insurable as having the average expectancy of life, up to the time that the premonitory symptoms of the carbuncle appeared. By insurable, I mean a person having no vital or organic disease, but such persons are sometimes put on probation till health is re-established. I don't know that I would have insured her in June 1st, 1868, in her then state.

40

There was confident expectation that she would entirely recover, she was of good constitution, and had not been liable to sickness for many years past.

I should judge, I first saw this carbuncle at an advancement of two or three days, I may or may not have pronounced it carbuncle at first. When I last saw her, the carbuncle involved the whole neck, it was all mortified, and implicated all the muscles of the neck. It assumed a violent character after about a week.

I made no incision, and would not if I had the case over again.
 10 The incision would inflame it. The object, is to treat the disease in the blood, it has its origin in the blood in a constitutional derangement. I don't always lance them, sometimes I do.

In this case I apprehended more or less danger. I thought after I had attended her a week or ten days, that her constitution might sink under it.

After I had attended her a day or two, I was necessarily absent four days. She had Bowen as a medical attendant before I returned. I do not think she suffered any by reason of my absence.

I did not pronounce it dangerous at that time, any more than
 20 all carbuncles are dangerous. I gave the family to understand it was dangerous, after it had progressed ten days, and had assumed a purple hue. But the carbuncle had opened freely, and was discharging freely. I told them all along, she was doing as well as she could under the circumstances, that I had no reason to feel discouraged.

I said within ten days of her death, that she was not actually dangerous. I thought she would get well. It was a serious carbuncle. It was in a great measure, by her strong constitution, that she bore up so long, as also because I did not weaken her by
 30 powerful remedies. I stimulated a little with brandy and beef tea at a proper time. When I returned from the country, I found her worse, but not worse than I expected.

The day before the sale, she inquired of me, if it would do for her to sit outside on the piazza? I said, it would depend on the day.

Typhoid fever is often followed by extra good health, after a proper time has elapsed.

The abscess under the arm was not serious. The first carbuncle was not serious.

40 Some persons are prostrated by a carbuncle, and will die in a

week. They will run down and become weak in two or three days.

The debilitated state, in which I found her when first called, it is among the might have been's, that it might have been produced by the carbuncle, without any previous sickness. I am not able to say, that it was produced by any previous sickness. I rather look upon this, her last sickness, as an idiopathic disease.

Re-examined, by Mr. Dixon.

In June or July, 1868, if I had examined Mrs. McLaughlin, for life insurance, it would have been my impression to put her on 10 probation, knowing her previous sickness and actual condition, I should have expected that she would regain her usual health.

Re-cross-examined, by Mr. Lewis.

If I had not known of her previous condition. I should have been governed by my opinion of her condition, in the actual examination. To judge according to the present indications, at the time of examination, is the only fair principle, together with previous history.

A man may be insured who has no previous history.

Qu. If this carbuncle was an independent disease, did it necessarily have any relation to a disease that proceeded it months before? 20

A. No, it did not necessarily, I cannot say that it had any relation to the one that preceded.

Re-examined in Chief.

I cannot say it had not any relation to the preceding disease.

We know there is always a little predisposition to a certain line of diseases, as idiosyncrasy, and that when there is a disposition to disease in the same person, it is apt to run in the same channel.

WM. A. DURRIE. 30

Subscribed and sworn to before me, at Jersey City, March 23rd, 1869.

W. B. WILLIAMS, M. C. C.

EXCEPTIONS.

(By Complainant to Master's Report, as to accounts.)

[Filed August 28th, 1869.]

Exceptions taken by the complainant in this cause, to the report made therein, on stating accounts of Abby A. McLaugh- 40

lin, on the first day of July, eighteen hundred and sixty-nine, by Washington B. Williams, Esquire, one of the special masters of this court, to whom this cause stands referred by the decretal order made in the said cause, bearing date the seventh day of December, eighteen hundred and sixty-eight.

First Exception :

For that the said master, in his said report, has certified, that "the right to hold the mansion house, free of rent, does not exist in this case, and that its rental value must be carried into the
10 account;" whereas, he ought to have certified quite the opposite, and ought not to have carried its rental value into the account :

Second Exception :

For that the said master certified one minor, at the death of the said John G. McLaughlin ; whereas, he ought to have certified there were two minors, Wm. F. S. and Margaret E., the complainant then but nineteen years of age.

Third Exception :

For that the diagram does not correctly exhibit the homestead,
20 as it was, and varies in some respects from the diagram furnished by the said Wm. F. S :

Fourth Exception :

Wherein said report charges the accountant with rent of the mansion house, before any assignment of dower, and especially from May 1st, 1861; whereas, John G. McLaughlin did not die until May 2d, 1861.

Fifth Exception :

To so much of said report as certifies, the widow took "for her
30 dower" the one third of the net rents.

Sixth Exception :

For that whereas, the said master ought to have awarded the accountant an allowance for the \$125, rent for the office, paid by the widow to the estate, under a misapprehension for the first year and three months, while no rent for it was received by her, and while it was used by her for the sole purpose of conducting and settling up the estate matters ; and because no deduction is made from the rent of the office, when the office furniture
40 was the sole and separate property of Abby Ann McLaughlin :

Seventh Exception :

To \$10, error at top of 4th page, Schedule "A." \$7,286.98 being carried over as \$7,296.98. Also to \$42, error at top of 9th page, \$24,808.75 carried over as \$24,850.75. Also to error of \$18. in crediting the widow under bill "96" to the payment of \$102.75 ; whereas the payment was \$120.75.

Eighth Exception :

To the report, for its failure to certify the extent, or character, of the right to quarantine in this case, and the right to the enjoyment of the "message or plantation."

Ninth Exception :

For that the said master has certified, that the two-sixths part 10 held by Margaret E. McLaughlin, should be charged with and diminished by the sum of \$3046.10 ; whereas said amount is too large, and her said two-sixths part ought not to be chargeable therewith.

Tenth Exception :

No lawful assignment of dower. Such assignment as certified, assigned to the widow the mansion house, &c., as well. In which said several matters and respects herein above particularized, this exceptant excepts to the said report, and humbly conceives that the said master has erred, and that the said report is wrong, unjust, and 20 inequitable, and therefore prays that the said report, so far as regards the several particulars above specified, may be disallowed, rejected and set aside, and a new Report be ordered to be taken, or that the said report may be corrected, in the said several particulars, and prays the judgment of this court thereupon.

WILLIAM A. LEWIS,

Solicitor, and of Counsel with Exceptant.

EXCEPTIONS.

(By complainant to Report as to value of dower.)

[Filed August 28, 1869.]

Exceptions taken by the complainant in this cause, and sole de- 30
vissee of Abby Ann McLaughlin, deceased, to the report therein

as to dower, made on the first day of July, eighteen hundred and sixty-nine, by Washington B. Williams, Esq., one of the special masters of this Court, to whom this cause stands referred, by the decretal order made in this said cause, bearing date the seventh day of July, eighteen hundred and sixty-eight, touching the matters therein referred to him.

First Exception :

For that the said master, has in his said report, in the first division thereof, reported adverse to dower, respecting the said
 10 Greene street property, whereas he ought to have certified, that the said widow, Abby Ann McLaughlin, and her heirs, are entitled to the same benefit of dower, in the sale of the Greene street property, as in the rest of the property sold.

Second Exception :

For that the said master, in his said report, in the second division thereof, has certified the clear yearly income, above taxes, &c., which the said Abby Ann could have realized during, her life, out of the lands, exclusive of the Greene Street property, to be "thirty-seven hundred and eighty-three dollars," and the
 20 gross value of her dower computed upon said income, at her age of 56 years, to be \$11,702.08; whereas said master ought to have certified a much larger yearly income, and likewise a larger gross value, and ought not to have excluded in his computation and certificate the income of the Greene Street property.

Third Exception :

For that the said master, in the third division of his said report, has certified the net proceeds of sale, exclusive of the Greene Street property, and the gross value of dower computed upon such net proceeds, whereas he ought not to have excepted
 30 the said Greene street property, in making such computation.

Fourth Exception :

For that the said Master, in his said report, has measured the compensation of dower by the actual length of life of this particular doweress, and certified the value thereof to be \$331.56; whereas he ought to have certified, that *the right, vested in the widow, to receive a sum in gross for her estate, cannot be divested by her death*; and ought accordingly to have estimated the value of

the dower, as it existed at the time of the consent given to accept an equivalent; and, according to the principles adopted by the Court, in ascertaining the value of dower in other cases; and ought not to have diminished the sum of eight thousand six hundred and thirty-one dollars and sixty-four cents, by the sum of eight thousand three hundred dollars and eight cents, or by any other sum, but ought to have certified a much larger sum, as the value of the widow's dower in this case.

In which said several particulars and respects herein above set forth, this exceptant excepts to the said report, and humbly con- 10
ceives that the said Master has erred, and that the said Report is wrong, unjust and in-equitable, and therefore prays that the said report, so far as regards the several particulars above specified, may be dis-allowed, rejected and set aside, and a new report ordered to be taken, under instructions; or that the said report may be corrected in the said several particulars, and prays judgment of this Court.

WILLIAM A. LEWIS,
Solicitor, and of Counsel with Exceptant.

EXCEPTION.

20

(By Defendants, S. C. McLaughlin and wife.)

[Filed September 7th, 1869.]

Exceptions taken by the defendants Samuel C. McLaughlin and Mary E. his wife, to the report made in this cause bearing date, July 1st, 1869, by W. B. Williams, Esq., one of the Masters of this court, to whom certain matters in this cause were referred by the decretal order made herein, bearing date on the seventh day of December, A. D. 1868.

First Exception:

For that the said Master, in his report, has charged the said 30 Samuel C. McLaughlin with \$150, as rent due from him for year, May 1st, 1861, to May 1st, 1862, for 147, Greene Street, and upper floor, and with \$54, as interest on such rent, to May 1st, 1868; whereas he ought to have charged said Samuel with neither of said sums.

Dated July 1st, 1869.

J. DIXON, JR.
Solicitor, and of Counsel with Exceptants.

EXCEPTION.

(By several of the Defendants.)

[Filed September 7th, 1869.]

Exceptions taken by the defendants Samuel C. McLaughlin and Mary E. his wife, Mary E. Daly, William Taylor and Caroline G. his wife, in this cause, to the report made therein, dated July 1st, 1869, by W. B. Williams, Esq., a Master of this court, to whom certain matters in this cause were referred by the decretal order made in this cause, bearing date on the seventh day of 10 December, in the year eighteen hundred and sixty-eight.

First Exception :

For that the said Master in his report, has charged Abby A. McLaughlin, with only \$880 as rent of premises No. 131 Warren Street, Jersey City, from May 1st, 1867 to May 1st, 1868; whereas he ought to have charged her with \$930.

Dated July 1st, 1869.

J. DIXON, JR.

Solicitor, and of Counsel with Exceptants.

EXCEPTION.

(By several of the Defendants.)

20

[Filed September 7th, 1869.]

Exceptions taken by the defendants, Samuel C. McLaughlin and Mary his wife, Mary E. Daly, William Taylor and Caroline G. his wife, to the report of W. B. Williams, Esq., one of the Masters of this Court, to whom certain matters in this cause were referred by the decretal order herein, bearing date July 7th, 1868, which report bears date July 1st, 1869.

First Exception :

30 For that the said Master in his report, states that Abby A. McLaughlin, on June 23d, 1868, and on July 7th, 1868, was (in said Master's opinion upon the evidence returned with said report,) in a state of ordinary good health, and her expectancy of life, that of a person of ordinary good health at the age of fifty-

six years, and that the said testimony does not convince him of the existence of such a state of impaired health on said dates as that any deduction from the gross value of the dower should for that reason be made under the 130th, rule of this court : whereas he ought to have stated that the said Abby A. McLaughlin, on June 23rd, 1868, and also on July 7th, 1868, was not in a state of ordinary good health, and had not an average expectancy of life, and that the state of her health was so impaired on such dates, that she had not any true expectation, of living beyond the twentieth day of August, A. D. 1868, and that for that reason a corresponding deduction should be made from the gross value of the dower, under the 130th, rule of this court.

Dated July 1st, 1869.

J. DIXON, JR.

Solicitor of and of Counsel with Exceptants.

NOTICE.

[Served August 31, 1869.]

SIR :—Take notice of the hearing before his Honor, Abraham O. Zabriskie, Esquire, Chancellor, at his chambers, No. 9 Exchange Place, Jersey City, on Monday, the thirteenth day of September next, at ten o'clock in the forenoon, or as soon there-
20
after as the Chancellor will hear the same, in the matter of Exceptions to the Master's report in the above entitled cause, both as to state of accounts, and as to value of dower.

Dated August 31st, 1869.

Respectfully,

WILLIAM A. LEWIS.

Solicitor of Complainant, the Exceptant.

To J. Dixon, Jr., Esq., Solicitor of Defendants Samuel C. McLaughlin and Mary E. his wife, William Taylor and Caro-
30
line G. his wife, and any others by the said Solicitor represented.
Endorsement on notice as follows :

Service of within notice acknowledged this 31st day of August,
A. D., 1869.

J. DIXON, JR., Sol.

NOTICE.

[Served September 1st, 1869.]

SIR:—Take notice of the hearing before his Honor, Abraham O. Zabriskie, Esquire, Chancellor, at his Chambers, No. 9 Exchange Place, Jersey City, on Monday, the thirteenth day of September next, at ten o'clock in the forenoon, or as soon thereafter as the Chancellor will hear the same, in the matter of exceptions to the Master's report in the above entitled cause, both as to state of accounts, and as to value of dower.

Dated August 31st, 1869.

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Respectfully,

WILLIAM A. LEWIS.

Solicitor of Complainant, the Exceptant.

To Jesse Paulmier, Esq., Executor, &c., of Robert McLaughlin, deceased, representing the shares of George W. McLaughlin, and Mary E. Daly.

State of New Jersey.

Hudson County, ss—William F. S. McLaughlin being duly sworn, deposes and says, that on the first day of September, instant, he served the within notice on Jesse Paulmier, by leaving a true copy thereof at his residence in Jersey City, with his mother, Mrs. Susan Paulmier, who is a member of the said Jesse Paulmier's family.

WILLIAM F. S. McLAUGHLIN.

Sworn and subscribed at Jersey City, this 6th day of September, A. D., 1869, before me.

ANDREW KIRKPATRICK.

Com'r of Deeds, &c.

OPINION.

In Chancery.

30

October Term, 1869.

On exception to Reports of Master as to the account of Abby McLaughlin, deceased, and as to the value of her dower.

Mr. W. A. Lewis for exceptions filed by complainant.

Mr. Dixon for exceptions filed by Samuel C. McLaughlin.

The Chancellor.

John G. McLaughlin died intestate May 2, 1861, seized of a

number of houses and lots in Jersey City, in one of which he resided at his death. He left his widow, Abby Ann McLaughlin, and six children his heirs at law.

Two of these children were minors at his death. Some of these children were children of his widow, the others were children of his wife. The widow remained in possession of the mansion house until her death on the 20th of August, 1868. Dower was never formally assigned to her. The administration of the personal estate of her husband was granted to her. By tacit consent of all the heirs who were of age, she assumed the management of the real estate, collected the rents, paid the taxes and repairs, and rented out such parts as it was necessary to rent. 10

The bill in this case was filed in her life time for a partition, and for an account by her of the rents of the estate.

The master reported that a partition could not be made without great injury, and that the property should be sold, and that the dower of the widow should be sold with the lands. The lands were all sold in the life of the widow, and all conveyed except one lot in Greene Street, which upon the refusal of the purchaser to comply with his contract, was ordered to be re-sold, and was re-sold after her death. On the 23rd of June, 1868, the widow filed her petition, electing to accept a gross sum in lieu of her dower, and an order was made on July 7, 1868, to refer it to the master to ascertain and compute the value of her dower. She had in compliance with the prayer of the bill, rendered her account of the rents and profits of the estate, in which she charged five per cent. for collecting them, and claimed one-third as due to her in her right as doweress, but did not charge herself with the rent of the mansion house, and the office on the adjoining lot, which had been occupied as such by her husband, in his life time. It was also referred to the master to examine and state her account. 20 30

The master made a separate report upon each order of reference to him. In the report upon the order to state the accounts, he charged her with the value of the mansion house from the death of her husband, or rather from May 1, the day before his death. To this, the complainant, as executrix of her mother the widow, excepts, claiming that as dower was never assigned, the widow was entitled by virtue of the statute, to re- 40

main in possession of the mansion house and messuage attached, without rent, until dower was assigned.

The master admits the right under the statute, and bases his action on the ground that dower was virtually and equitably assigned to the widow in the whole property, by her taking possession of the whole, with the assent of the heirs, and appropriating one-third of the rents of the whole to her own use, and that the provision of the statute, which was intended to protect the widow in her estate as doweress, an estate favored at law, 10 against the injustice or delay of the heirs, was not intended to secure to her more than her one-third of the rents, and more than her due in a case like this, where the heirs left in her hands the whole estate, to retain by her own action the amount due to her. That assignment of dower requires no particular form, and may in some cases be of one-third of the tolls of a mill, or of the produce of lands; which if assigned and accepted as dower, should be equivalent to an assignment at law or in equity. To this conclusion of the master, I assent. And even without such equitable assignment, I am of opinion that a widow who claims 20 one-third of the rents of the lands, other than the mansion house and messuage, must be willing to account for the value of the part occupied by her.

Damages for the detention of dower were not recovered at common law, but only by the statute of Merton. And after that statute the rule was settled by the courts of common law, that if the widow died before the damages for detention were assessed, they could not be recovered.

2 Bac. Abr. 395. Tit. Dower I.

Park on Dower; 309.

30 Nor could damages be recovered, if the widow died before dower was assigned, nor if she accepted the dower assigned by the heir, or by proceedings in chancery.

Park 310.—Co. Litt. 33 a.

But in such cases the value of the dower, for the time it was wrongfully detained, may be recovered in equity.

Curtis v Curtis, 1 Br. C. C. 629 and 632.

Dormer v Fortescue, 3 Ack. 130.

Park on dower, 332.

Johnson v Thomas, 2 Paige 377.

40 2 Bac. Abr. 396 Dower I.

Viner Abr. Dower S. a. § 20.

Hamilton v Ld. Mohun. 1 P. W. 118.

The courts of law in assessing damages for the detention allow as reprises for the occupation by the widow.

In Walker v Nevil, 1 Leon. 861, quoted in 2 Bac. Abr. Dower I, p. 394, the court reversed the judgment, because the damages was for eight years, and the widow had occupied for part of the eight years.

And in Woodruff v Brown, 2 Hare 246, three of the judges in their opinions say, that what had been received by the widow 10 might be deducted from the value; this was approved in Keeler v Tatnell, 3 Zab. 62, and in the case of Hopper v Hopper, 2 Zab. 715, although the Court of Errors refused to order the judgment of a previous term to be altered, so as to allow a plea to be added, that the defendant had satisfied the demandant for the value of her dower, yet at the inquisition, which was taken under the direction of Chief Justice Green, at the Bergien Circuit, the defendant was allowed to prove as part satisfaction of the value, or in mitigation of the damages, that the demandant had occupied one half the mansion house, from the death of her husband. And it 20 could never be permitted, where the only land out of which dower is claimed, is the mansion house and messuage, that a widow, who had occupied the whole as quarantine from the death of her husband, should recover, in addition, one third of the value as damages. And yet this would be the result, if the value assessed must be one third of the whole value, without regard to occupation by the widow.

And a court of equity in such case, will not give damages beyond the amount established by law, especially when such damages are inequitable. But on the other hand, where a widow comes 30 into this court to claim the value of her dower, in a case where such value could not be recovered at law, she will be required to do equity and will be allowed only to recover the value of the dower detained, that is the value of one-third of the whole estate, deducting the value of the part occupied by her. This may be done by allowing her to occupy the mansion house free of rent, and by giving her out of the residue of the estate, so much as will make her part one-third of the value of the whole, if anything be required for that end. On both grounds, the report of the master must be sustained, and this exception over ruled. The 40

claim of the widow is unjust and inequitable. The excess of one day's rent charged by the master by mere inadvertence, may be corrected without a re-stating of the account.

The next exception to the account is that of Samuel C. McLaughlin and wife; it is to the charge of \$150, and interest on it for one year's rent of No. 147, and the upper part of No. 149, Green Street. The only evidence as to this is that of Samuel C. McLaughlin himself; he testifies that he had rented of his father
 10 \$300. That he continued to occupy them the next year without any new bargain. This usually would be a continuance of the former tenancy at the same rent, and I see nothing in this case to prevent the application of this rule. I am of opinion that this exception must be sustained.

The next exception is by the complainant as executrix and legatee of the widow, to the Master's report on the value of her dower.

The report finds that she is not entitled to have a gross sum in lieu of her dower in the Greene Street lot, which was not sold
 20 until after her death. The report is founded on the decision of Chancellor Green, in *Mulford v. Hiers*, 2 *Beas.* 13, and is fully sustained by that decision; and I concur entirely with the late Chancellor, in the principles upon which that conclusion is based.

Another exception to that report, is to the principle upon which the master estimated the value of the life of the widow, and the gross value of her dower. It was held in the case of *Mulford v. Hiers*, above referred to, that when a dowress had in a partition case, consented to take a gross sum in lieu of her dower, the right
 30 at the time of consent became a vested right, and was not lost by her death before the value was ascertained and settled. That principle is admitted by the master, and is not disputed by the counsel for the heirs. But as she died two months after the election, and before the making of the report, the master has assumed, that the value of her life is settled by its actual duration. This assumption is strictly and in fact correct. The actual value of her life was, at that election, only two months. But this is not the manner, in which the value of such a life is in practice ascer-
 40 any good health, and has an average expectancy of life, the value of

the life is ascertained by calculation, from the tables prepared for annuities, and life insurances, which give with great reliability, the gross value of an annuity for a person in ordinary good health, at any given age. In such computation, death by accident, or by disease subsequently contracted, is on principle disregarded. It is a risk that forms part of the basis of the computation. But these tables are not a safe guide, where a person is not in ordinary good health, and more especially when afflicted with a disease incurable in its nature, and so advanced as to render it probable that death will soon ensue from it. In such case the rule here 10 applied by the master, that the actual duration of the life is the best measure of its probability, is perhaps the correct rule. But this is not such a case; Mrs. McLaughlin had, some time before, been afflicted in a mild form with the disease of which she died, but at the time of her election, it had left her, and she was apparently free from it, and had the value of her life been ascertained within a month after her election, with all the evidence that could then have been produced, it might have been adjudged of an average value at her age. But although the fact of her 20 subsequent death within two months, ought not in this case to be taken as the test of the value of her life, yet the fact of a recurrence of the same disease, which had previously attacked her in a milder form, and that from its virulence and rapid progress, she soon died, is a most important element, in judging of the value of the life. It may be with probability inferred, that the tendency to that disease, had not been eradicated from her system, and that its lurking seeds only awaited development to make it fatal. Her subsequent fever, and the great and almost unnatural appetite to which the complainant testifies, may have been, and probably were, the effect and the indication of the continuance of the 30 malady. Its development may have been started and continued by accidental causes, and its termination caused, or hastened, by want of skill, in medical or surgical treatment, and therefore, even assuming that she was not a healthy person, at the time of her election, it does not follow that her actual life, is the true legal measure of its value. I am satisfied from the evidence, that her health was not what may be called ordinary good health, and that her life was not of the average value, at the time of the election. But it is impossible to lay down with any accuracy, or any approach to accuracy, from the testimony, what ratio her life bore 40

to the average value of life, at her age. And I do not think, that the opinions or speculations of physicians in this case, would take away much from the uncertainty. In such cases, the life insurance offices generally decline to insure at all; but this Court cannot decline to act, and allow only the annual value. The statute requires, that some estimate shall be made.

I do not feel willing to apply the rule adopted by the master, or to estimate her life, at the average value at her age. In this situation I must adopt some mean; the adoption must be arbitrary, and without any reason, that can be assigned with certainty, why it should not be a little greater, or a little less. Under these circumstances, I shall adopt the exact mean between the value of her dower, as calculated by the master, and that calculated upon the value of a life of a person at her age, in ordinary health.

The errors pointed out, in the seventh exception of the complainant, to the Master's account, being mere mistakes, in carrying forward figures in the computation, and being admitted by the defendants, will of course be corrected.

The matters contained in both reports, must be referred back to the master, to be corrected, on the principles above stated.

ORDER.

(On part of Defendants.)

(Correcting Master's Rep. as to accounts.)

[Filed Dec. 21, 1869.]

This cause coming on to be heard, upon exceptions to the Master's Report, in the presence of Wm. A. Lewis, of counsel with the complainant, and of J. Dixon, Jr., of counsel with the defendants, Samuel C. McLaughlin & ux, Mary E. Daly, and William Taylor & ux; and the report in this cause made in pursuance of a decretal order of this Court, bearing date on the seventh day of December, A. D., 1868, which report is made by W. B. Williams, Esq., one of the Masters of this Court, and bears date on the first day of July, A. D., 1869, and the exception taken thereto by the defendants, Samuel C. McLaughlin & ux, and the exception taken thereto by the defendants, Samuel C. McLaughlin and wife, Mary E. Daly, and William Taylor &

ux, being produced and read, and it appearing by the said report and first exception mentioned, that the said master has charged the said Samuel C. McLaughlin with one hundred and fifty dollars as rent, due from him for year May 1, 1861 to May 1, 1862, for 147 Greene Street and upper floor, and with fifty-four dollars as interest on such rent, to May 1, 1868, as contained in the schedule annexed to his said report; and that the said defendants, Samuel C. McLaughlin & ux, have excepted to the said charge, and it appearing to the satisfaction of the Chancellor that the said charge is erroneous, and ought not to be allowed, it is ordered that the said report be corrected, and that the said sums of one hundred and fifty dollars, and fifty-four dollars, therein charged as aforesaid, against the said defendants, be disallowed. And it further appearing that the other exception, taken by the said defendants, Samuel C. McLaughlin and wife, Mary E. Daly, and William Taylor and wife, for that the said master has charged Abby A. McLoughlin with only \$880 as rent of premises, No. 131 Warren street, Jersey City, from May 1, 1867 to May 1, 1868, whereas he ought to have charged her with \$930, is erroneous and without foundation. It is ordered that the same be, and it hereby is, overruled and disallowed. It is further ordered that the said report and schedule be referred to said master for correction, and a supplemental report in accordance herewith.

Dated December 21st, 1869.

A. O. ZABRISKIE, C.

ORDER.

(On part of Defendants.)

(Correcting master's Rep. as to dower value.

[Filed Dec. 21, 1869.]

This cause coming on to be heard upon exceptions to the masters report, in presence of William A Lewis, of counsel with the complainant, and J. Dixon, Jr., of counsel with the defendants, Samuel C. McLaughlin and wife, Mary E. Daly, and William Taylor and wife, and the report in this case bearing date on July 1, 1869, made by W. B. Williams, Esq., one of the masters of

this Court, in pursuance of a decretal order made herein, bearing date July 7, 1868, and the exceptions taken thereto by the said defendants, being produced and read, and it appearing by the said report and exceptions, that the said master has reported that Abby A. McLaughlin, on June 23, 1868, and on July 7, 1868, was, (in said masters opinion, upon the evidence returned with said report,) in a state of ordinary good health, and her expectancy of life, that of a person of ordinary good health, at the age of fifty-six years, and that the said testimony, does not convince
 10 him of such a state of impaired health on said dates, as that any deduction from the gross value of the dower, should, for that reason, be made under the 130th rule of this Court, and that the said defendants have excepted to said part of said report, and it appearing to the satisfaction of the Chancellor that the opinion of the said master as therein expressed is erroneous. It is ordered, that the said report be corrected, and it is ordered and decreed that the said Abby A. McLaughlin, on June 23, 1868, and on July 7, 1868, was not in a state of ordinary good health, and that her life was not of the average value, and that
 20 for that cause, a deduction of four thousand one hundred and fifty dollars and four cents, should be made from the gross value of her dower, under the 130th rule of this Court; and that the said master do make a supplemental report in canformity with the terms of this order.

Dated December 21, 1869.

A. O. ZABRISKIE, C.

ORDER.

(On part of Complainant.)

(Correcting Master's Report as to accounts.)

30

[Filed January 24th, 1870.]

This cause coming on to be heard, upon exceptions to the Master's report, in the presence of William A. Lewis, of counsel with the complainant, and J. Dixon, Jr., of counsel with the defendants, Samuel C. McLaughlin and wife, Mary E. Daly, and William Taylor and wife, and the report, in this cause, made in pur-

suance of a decretal order of this court, bearing date the seventh day of December, eighteen hundred and sixty-eight, which said report, bearing date the first day of July, eighteen hundred and sixty-nine, and the exceptions taken thereto by the complainant, being produced and read; and it appearing by the said report and exceptions, to wit; by the fourth exception, that the said Master has charged the widow an excess of one day's rent in stating the account. And it appearing by the said report and exceptions, to wit, the seventh exception, that the said Master has charged the accountant with the following excesses, to wit; an excess of ten dollars at the top of fourth page, of Schedule "A," annexed to his said report; it being an error in carrying over the correct amount from the preceding page: Also, an excess of forty-two dollars, at the top of page nine, of said Schedule, being a like error. And it also thereby appearing, that in said Schedule "A," as to bill ninety-six contained therein, the said accountant is credited by said Master, with eighteen dollars less than her disbursements, and that the complainant hath excepted to the said charges of excess, and the said credit as stated by the Master, and it appearing to the satisfaction of the Chancellor, that the said charges are erroneous, and likewise the said credit as stated, and ought not to be allowed:

It is ordered, that the said report be corrected, and that the said sums of ten dollars, and forty-two dollars, and the excess of one day's rent therein, charged as aforesaid, against the said widow, accountant aforesaid, be disallowed, and the said credit by disbursements as to bill ninety-six be disallowed, as stated by the said Master, and that in lieu thereof, there be an allowance of one hundred and twenty dollars and seventy-five cents, as the real amount of disbursements under bill ninety-six aforesaid.

And it is further ordered that the said Report and Schedule, be referred to the said Master for correction, and a supplemental report in accordance herewith.

Dated January 24th, 1870.

A. O. ZABRISKIE, C.

ORDER.

(On part of Complainant.)

(Correcting Master's Report as to value of Dower.)

[Filed January 24th. 1870.]

This cause coming on to be heard, upon exceptions to the Master's report, in the presence of William A. Lewis, of counsel with the complainant, and J. Dixon, Jr., of counsel with the defendants Samuel C. McLaughlin and wife, Mary E. Daly, William Taylor and wife, and the Report in this cause made, in pursuance of a decretal order of this court, bearing date, the seventh day of July, eighteen hundred and sixty-eight, which said Report bearing date, the first day of July, eighteen hundred and sixty-nine, and the exceptions taken thereto by the complainant, as executrix and legatee of the widow, being produced and read, and it appearing by the said report and exceptions, to wit, the fourth exception, that the said Master has reported, that the doweress in this case, having actually lived only three months and twenty days, after the sale of the estate, in which she had dower, was completed, her death occurring two months after her election, and before the making said report, and the Master by his said report, having taken into consideration the fact of her death, as determining her expectancy, and having assumed that the value of her life is settled by its actual duration, the value of her dower as computed upon the average expectancy of life, which on the twenty-third day of June, eighteen hundred and sixty-eight, she was supposed to have, to wit, eight thousand six hundred and thirty-one dollars and sixty-four cents, should be diminished by the sum of eight thousand three hundred dollars and eight cents, leaving the actual value of her dower as therein reported, upon the principle adopted by the Master, three hundred and thirty-one dollars and fifty-six cents; and that the said complainant, executrix and legatee aforesaid, has excepted to the said Report, and it appearing to the satisfaction of the Chancellor that the opinion of the Master, as therein expressed, is erroneous, and the Report for that reason ought not to be allowed:

It is ordered that the said report be corrected; and it is ordered and decreed, that neither is the rule adopted by the Master, to be applied in this case in computing, the value of this widow's life

nor is her life to be estimated, at the average value at her age, but that in computing her dower value, there shall be adopted, the exact mean between the value of her dower, as calculated by the Master, and that calculated upon the value of a person, at her age, in ordinary health, and that the sum thus found, is the value of said widow's dower; and that the said Master do make a supplemental report, in conformity with the terms of this order.

Dated, January 24th, 1870.

A. O. ZABRISKIE, C.

10

Supplemental Report.

(Upon accounting of Abby A. McLaughlin.)

[Filed April 26, 1870.]

In pursuance of a decretal order of the said Court, dated the twenty-first day of December last, made upon the exceptions filed by the defendants, to the report heretofore, made to the accounts between Abby A. McLaughlin and the other parties to this suit, stated by the master.

And of another decretal order, dated the twenty-fourth day of January last, made upon the exceptions filed by the complainant, to the same report.

I respectfully report to the Chancellor, that after making the several corrections, required by the said orders, the total charges against the said Abby A. McLaughlin, for rents for which she is accountable, are twenty-eight thousand six hundred and forty-seven dollars and sixty-five cents, (\$28,647.65.)

That after making corrections as aforesaid, and allowing commissions upon the rents, except the rental value of the homestead occupied by the accountant, the total of discharges are fifteen thousand four hundred and thirty-one dollars, and forty-three cents, (\$15,431.43.) That the net rents, therefore, amount to thirteen thousand two hundred and sixteen dollars and twenty two cents, (\$13,216.22.)

That after deducting the one-third, belonging to said accountant for her dower, there remains to the credit of the six heirs at law, eight thousand eight hundred and ten dollars and eighty-two cents, (\$8,810.82.)

40

That the above statements will appear by Schedule A hereto annexed.

And I report, that after correcting the accounts, stated between the said accountant and the several heirs at law, the same stand as follows :

1. The said accountant has paid over to Robert McLaughlin, now deceased, fourteen hundred and eighty-seven dollars and four cents, (\$1487.04,) leaving due to Jesse Paulmier, his executor and devisee, fourteen hundred and forty-nine dollars and ninety
10 cents, (\$1449.90.)

2. To Caroline G. Taylor, seven hundred and forty-three dollars and fifty-three cents, (\$743.53), leaving due to her, seven hundred and twenty-four dollars and ninety-four cents, (\$724.94).

3. To Samuel C. McLaughlin and Mary E. his wife, five hundred and fifteen dollars and thirty-four cents, (\$515.34,) leaving due to said Mary E., nine hundred and fifty-three dollars and thirteen cents, (\$953.13.)

And the shares of said rent, which belonged to the other two heirs, are, as appears by my former report, now vested in Mar-
20 garet E. McLaughlin, who represents the accountant.

In the decree of distribution of the proceeds of sale to be made in this partition, it should therefore be directed in accordance with the above results, and with the agreement filed by the parties, that the two-sixth parts now held by Margaret E. McLaughlin, be charged with and diminished by, the sum of three thousand one hundred and twenty-seven dollars and ninety-seven cents, (\$3,127.97,) which sum should be distributed as follows, viz: 1st, By adding to the two sixth parts now held or represented by Jesse Paulmier, executor and devisee of Robert Mc-
30 Laughlin, deceased, fourteen hundred and forty-nine dollars and ninety cents, (\$1449.90.)

2nd. By adding to the one sixth part now held by Caroline G. Taylor, seven hundred and twenty-four dollars and ninety-four cents, (\$724.94.)

3rd. By adding to the one-sixth part now held by Mary E., wife of Samuel C. McLaughlin, nine hundred and fifty-three dollars and thirteen cents, (\$953.13.)

The above statement will appear by Schedule B, hereto annexed. All which is respectfully submitted.

40 Dated February 1, 1870.

WASHINGTON B. WILLIAMS.

Master in Chancery.

Schedule A.

Total rents charged to accountant in my former Report			\$28,700.75
Deduct as follows :			
1. For one day too much of rent charged for Homestead at \$400 per year	1.10		
2. For excess by clerical error in am't carried over from page 3 of shedule A, to page 4.	10.00		
3. For excess by clerical error in am,t carried over from page 9 of schedule A, to page 10.	42.00	=	53.10
			10
Corrected total of rent chargeable to accountant			\$28,647.65
Total discharges (except commissions) allowed in my former report.	14,173.55		
Add, for error in carrying out voucher 96 as \$102.75, when it should have been \$120.75	18.00		
Add for commissions on corrected am't of rents			\$28,647.65
Less value of homestd charged			3,850.00
			20
	24,797.65	=	1,239.88
Corrected total of discharges			15,431.43
Net rents.			13,216.22
Deduct widow's third			4,405.40
Balance to credit of heirs at law			\$8,810.82

W. B. WILLIAMS,
Master.

30

Schedule B.

Total balance to credit of heirs	8,810.82		
For each one-sixth is			1,468.47
1. Jesse Paulmier, Executer and Devisee of Robert McLaughlin, deceased, Cr. by two sixth parts			\$2,936.94

Brought forward, \$2,936.94

Dr. to payments as follows :

1866, Feb. 1.	Cash to R. McLaughlin	899.52	
Aug 20.	“ “	179.00	
1867, Feb. 11.	“ “	174.16	
Aug. 19.	“ “	234.36	= 1,487.04

Balance due Jessie Paulmier, Exr.		<u>1,449.90</u>
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2. Caroline G. Taylor

Cr. By one sixth part		1,468.47
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Dr. To payments as follows :

10 1866, Feb. 1.	Cash to her (thro. R. M. McLaughlin, her agent.)	380.28	
“ 27.	Cash to herself	69.48	
Aug 8.	“ “	89.50	
1867, Feb. 12.	“ “	87.09	
Aug. 27.	“ “	117.18	= 743.53

Balance due Caroline G. Taylor		<u>724.94</u>
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3. Mary E. McLaughlin, wife of Sam'l C. McLaughlin.

Cr. By one sixth part		1,468.47
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20 Dr. To balance shown below upon certain items brought by agreement into this account, viz. :

Credits—Sam'l C. McLaughlin's distributive share of personal assets of his father's estate.

	319.00
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Int. on same, Apl. 1, '63 to May 1 '68.	97.28
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Due him out of proceeds of sale of his goods, after paying rent.	158.37
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Int. May 1, 1864 to May 1, 1868.	38.00
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<u>612.66</u>

30 Debits.—Due from him to accountant for agreed price of store sold him

	800.00
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Int. July 1, 1861 to May 1, 1868.	328.00
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<u>1128.00</u>

Balance to charge against this share.		<u>515.34</u>
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Due to Mary E. McLaughlin.		<u>953.13</u>
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Due Jessie Palmier, as above	1,449.90
“ Caroline G. Taylor	724.94
“ Mary E. McLaughlin	953.13

Amount charged against the two
sixths of Margaret E. Mc
Laughlin in the proceeds of sale. 3,127.97

W. B. WILLIAMS,
Master.

SUPPLEMENTAL REPORT.

(As to value of Dower.)

10

[Filed April 26th, 1870.]

In pursuance of a decretal order of the said court, bearing date on the twenty-first day of December last, made upon exceptions filed by the defendant, to the report heretofore made in regard to the sum to be allowed, as compensation for the dower, of Abby A. McLaughlin, by which it is decreed that the said Abby A. McLaughlin, on the twenty-third day of June, and the seventh day of July, in the year one thousand eight hundred and sixty-eight, was not in a state of ordinary good health, and that her life was not of the average value, and that for that reason a deduction of 20 four thousand one hundred and fifty-dollars and four cents, should be made from the gross value of her dower under the 130th rule of this court, and that the undersigned master should make a supplemental report in conformity with the terms of said order.

And in pursuance of another decretal order, dated the twenty-fourth day of January last, made upon the exceptions filed by the complainant to the same report, which is in conformity with the first mentioned order, I respectfully report to the Chancellor, that as appears by the testimony and report heretofore filed, the gross value of the dower of said Abby A. McLaughlin, computed upon the net 30 proceeds of the sale, assuming that her expectancy of life was that of a healthy person, is eight thousand six hundred and thirty-one dollars and sixty-four cents.

And that after making the deduction required by the said order for her impaired health and expectancy of life, the actual sum to be allowed as compensation for her right of dower, is four thousand four hundred and eighty-one dollars and sixty cents.

All which is Respectfully submitted.

Dated February 1st, 1870. WASHINGTON B. WILLIAMS.
Master in Chancery.

ORDER.

(Confirming Supplemental Report as to Accounts.)

10

[Filed April 26th, 1870.]

This cause coming on to be heard, in the presence of William A. Lewis, Solicitor and of Counsel with the complainant, and J. Dixon, Jr., of Counsel with defendants, Samuel C. McLaughlin and wife, Mary E. Daly, and William Taylor and wife, and a supplemental report on file in this cause, bearing date the first day of February, eighteen hundred and seventy, in pursuance of a decretal order of the said court, dated the twenty-first day of December last, upon the exceptions filed by the defendants, to the report heretofore made, to the accounts between Abby A. McLaughlin and the other parties to this suit, stated by the Master, and of another decretal order, dated the twenty-fourth day of January last, upon the exceptions filed by the complainant to the same report, made by Washington B. Williams, Esquire, one of the special Master's of this court, the day and year last aforesaid, and being produced and read, and it appearing by said supplemental report as follows, to wit; that after making the several corrections required by the said orders, the total charges against the said Abby A. McLaughlin for rents, for which she is accountable, are twenty-eight thousand six hundred and forty-seven dollars and sixty-five cents (\$28,647.65). That after making corrections as aforesaid, and allowing commissions upon the rents, excepting the rental value of the homestead, occupied by the accountant, the total of discharges is fifteen thousand four hundred and thirty-one dollars and forty-three cents, (\$15,431.43). That the net rents, therefore, amount to thirteen thousand two hundred and sixteen dollars and twenty-two cents (\$13,216.22.) That

after deducting the one-third belonging to said accountant, for her dower, there remain to the credit of the six heirs at law, eight thousand eight hundred and ten dollars and eighty-two cents, (\$8,810.82.) That after correcting the account, stated between the said accountant and the several heirs at law, the same stand as follows: The said accountant has paid over,

1. To Robert McLaughlin now deceased, fourteen hundred and eighty-seven dollars and four cents (\$1,487.04,) leaving due to Jesse Paulmier, his executor and devisee, fourteen hundred and forty-nine dollars and ninety cents \$1,449.90). 10

2. To Caroline G. Taylor, seven hundred and forty-three dollars and fifty-three cents (\$743.53,) leaving due to her seven hundred and twenty-four dollars and ninety-four cents (\$724.94).

2. To Samuel C. McLaughlin and Mary E. his wife, five hundred and fifteen dollars and thirty-four cents, leaving due to said Mary E. nine hundred and fifty-three dollars and thirteen cents (\$953.13).

That the shares of said rent, which belonged to the other two heirs, are as appear by a former report, now vested in Margaret E. McLaughlin, who represents the accountant. 20

That in the decree of distribution of the proceeds of sale, to be made in this partition, it should therefore be directed in accordance with the above results, and with the agreement filed by the parties.

That the two-sixth parts, now held by Margaret E. McLaughlin, should be charged with, and diminished by the sum of three thousand one hundred and twenty-seven dollars and nine-seven cents (\$3,127.97), which sum should be distributed as follows, viz:

1st. By adding to the two-sixth parts, now held or represented 30 by Jesse Paulmier, executor and devisee of Robert McLaughlin deceased; fourteen hundred and forty-nine dollars and ninety cents (\$1,449.90).

2nd. By adding to the one-sixth part, now held by Caroline G. Taylor, seven hundred and twenty-four dollars and ninety-four cents \$724.94).

3d. By adding to the one-sixth part, now held by Mary E., wife of Samuel C. McLaughlin, nine hundred and fifty-three dol- 40
lars and thirteen cents, (\$953.13), which foregoing statements are more particularly detailed by the said Master, as will appear

by Schedules A. and B. annexed to said report. It is thereupon this twentieth-sixth day of April, eighteen hundred and seventy ordered, adjudged and decreed, that the said supplemental report, and all the matters and things therein contained, do stand confirmed, and it is further ordered, that in accordance with said supplemental report, the said Master file with the Clerk of this Court, a statement of his fees, disbursements, and commissions, the costs and charges still outstanding, and the net amounts to be paid to each heir, or their legal representative, preparatory to
 10 an order for distribution.

A. O. ZABRISKIE, C.

ORDER.

(Confirming Supplemental rep. as to value of Dower.)

[Filed April 26th, 1870.]

This cause coming on to be heard in the presence of William A. Lewis, solicitor and of counsel with the complainant, and J. Dixon, Jr., of counsel with the defendants, Samuel C. McLaughlin and wife, Mary E. Daly, and William Taylor and wife, and a supplemental report upon file in this cause, bearing date the first
 20 day of February, eighteen hundred and seventy, made by Washington B. Williams, Esquire, one of the special master's of this court, in pursuance of decretal orders of this court, one bearing date, the twenty-first day of December eighteen hundred and sixty-nine, and the other dated the twenty-fourth day of January, eighteen hundred and seventy, being produced and read, and it appearing by said supplemental report, made in pursuance of said decretal orders that the gross value of the dower, of said Abby
 A. McLaughlin, computed upon the net proceeds of the sale as, suming that her expectancy of life, was that of a healthy person-
 30 is eight thousand six hundred and thirty-one dollars and sixty-four cents, and that after making the deduction required by the said order, for her impaired health and expectancy of life, the actual sum to be allowed as compensation for her right of dower if four thousand four hundred and eighty-one dollars and sixty cents. It is thereupon, on this twenty-sixth day of April, eighteen hundred and seventy, ordered, adjudged, and decreed, that

the said supplemental report, and all the matters and things therein contained, do stand confirmed, and that the said Master, Washington B. Williams, Esquire, do pay to the complainant Margaret E. McLaughlin, as sole executrix, and devisee, of the said Abby A. McLaughlin deceased; the said sum of four thousand four hundred and eighty-one dollars and sixty cents as the compensation allowed for the right of dower, of the said Abby A. McLaughlin.

A. O. ZABRISKIE, C.

Exhibit No. 3.

(On part of accountant, showing net receipts from June 1, 1861 to January 1863, and gross receipts from January, 1863 to February, 1866, by the widow Abby Ann McLaughlin, as rendered by her February, 1866 to Robert McLaughlin. See William F. S. McLaughlin's testimony, pages 60, 61 and 64; see also Master's report, pages 52 and 54.) As follows to wit:

1863.				
Feb.	W. Eddy	1	months rent	\$20.00
	T. Potter	1	" "	33.33
	J. Fisler	1	" "	33.33
	W. Young	1	" "	10.00
	H. V. Paiget	1	" "	12.50
	J. Law	1	" "	12.50
	J. W. Snyder	3	" "	100.00
	I. Morrow	3	" "	75.00
	F. Beckerech	1	" "	12.50
	J. H. Morrison	1	" "	12.50
May	T. Potter	3	" "	100.00
	J. Fisler	3	" "	100.00
	H. V. Paiget	3	" "	37.50
	W. Young	2	" "	20.00
	W. Eddy	3	" "	60.00
	J. W. Snyder	3	" "	100.00
	I. Morrow	3	" "	75.00
	F. Beckerech	2	" "	25.00
	J. Law	2	" "	25.00
Aug.	T. Potter	3	" "	100.00
	J. Fisler	3	" "	100.00

	W. Young	3	months rent,	30.00
	S. Anness	3	" "	37.50
	H. V. Paiget	2	" "	25.00
	J. Brooker	1	" "	12.50
	W. Eddy	3	" "	60.00
	J. W. Snyder	3	" "	100.00
	I. Morrow	3	" "	75.00
	C. Kullman	3	" "	37.50
Nov.	T. Potter	3	" "	100.00
10	J. Fisler	3	" "	100.00
	W. Young	3	" "	30.00
	J. Brooker	3	" "	37.50

(Added as in exhibit.) \$1709.16

Am't brot over, (as in exhib t.) 1709.16

1863.				
Nov.	S. Anness	1	" "	12.50
	O. F. Burton	2	" "	25.00
	C. Kullman	3	" "	37.50
	J. W. Snyder	3	" "	100.00
20	I. Morrow	3	" "	75.00
	W. Eddy	3	" "	60.00
1864. Office				
Feb.	T. Potter	3	" "	100.00
	J. Fisher	3	" "	100.00
	W. Young	3	" "	30.00
	J. Brooker	3	" "	37.50
	O. F. Burton	3	" "	37.50
	W. Eddy	3	" "	60.00
	C. Kullman	3	" "	37.50
30	J. W. Snyder	3	" "	100.00
	I. Morrow	3	" "	75.00
May	T. Potter	3	" "	100.00
	J. Fisler	3	" "	100.00
	W. Young	3	" "	30.00
	J. Brooker	3	" "	37.50
	W. Eddy	3	" "	60.00
	O. F. Burton	3	" "	37.50
	C. Kullman	3	" "	37.50
	S. C. McLaughlin	21	" "	525.00

	J. W. Snyder	3	"	"	100.00
	I. Morrow	3	"	"	75.00
	Office	6	"	"	50.00
Aug.	T. Potter	3	"	"	112.50
	J. Fisler	3	"	"	112.50
	W. Young	3	"	"	33.00

(Added as in exhibit.)

\$4121.16

		Am't brot over (as in exhibit.)			4121.16
	J. Brooker	3	"	"	39.00
Aug.	O. F. Burton	3	"	"	39.00 10
	C. Kullman	3	"	"	43.75
	W. Eddy	3	"	"	78.00
	I. Morrow	3	"	"	75.00
	P. H. Daly	3	"	"	75.00
	J. W. Snyder	3	"	"	112.50
Nov.	W. Young	3	"	"	33.00
	J. Brooker	3	"	"	39.00
	O. F. Burton	3	"	"	39.00
	J. Fisler	1	"	"	37.50
	S. Stiger	2	"	"	75.00 20
	C. Kullman	3	"	"	43.75
	W. Eddy	3	"	"	78.00
	T. Potter	3	"	"	112.50
	J. W. Snyder	3	"	"	112.50
	Office	6	"	"	75.00
	I. Morrow	3	"	"	75.00
1865.	P. H. Daly	3	"	"	75.00
Feb.	S. Stiger	3	"	"	112.50
	W. Eddy	3	"	"	78.00
	W. Young	3	"	"	33.00 30
	J. Brooker	3	"	"	39.00
	O. F. Burton	3	"	"	39.00
	C. Kullman	3	"	"	43.75
	T. Potter	3	"	"	112.50
	J. W. Snyder	3	"	"	112.50
	I. Morrow	3	"	"	75.00
	P. H. Daly	3	"	"	75.00
May	S. Stiger	3	"	"	112.50
	W. Eddy	3	"	"	78.00

	W. Young	3	"	"	33.53
				(Added as in exhibit.)	<u>\$6283.41</u>
				Am't brot over, (as in exhibit.)	6283.41
1865.					
May	J. Brooker	3	"	"	39.00
	O. F. Burton	3	"	"	39.00
	C. Kullman	3	"	"	43.75
	T. Potter	3	"	"	112.50
10	J. W. Snyder	3	"	"	112.50
	I. Morrow	3	"	"	75.00
	P. H. Daly	3	"	"	75.00
	Office	6	"	"	75.00
Aug.	S. Stiger	3	"	"	137.50
	W. Eddy	3	"	"	90.00
	W. Young	3	"	"	40.50
	J. Brooker	3	"	"	48.00
	O. F. Burton	3	"	"	48.00
	C. Kullman	3	"	"	56.25
	T. Potter	3	"	"	137.50
	A. Bunting	3	"	"	137.50
	I. Morrow	3	"	"	87.50
	P. H. Daly	3	"	"	87.50
20 Nov.	S. Stiger	3	"	"	137.50
	W. Eddy	3	"	"	90.00
	W. Young	3	"	"	40.50
	O. F. Burton	3	"	"	48.00
	J. Brooker	1	"	"	16.00
	W. Vernon	1	"	"	18.00
	C. Kullman	3	"	"	56.25
	Offices	6	"	"	75.00
	T. Potter	3	"	"	137.50
	A. Bunting	3	"	"	137.50
30	I. Morrow	3	"	"	87.50
	P. H. Daly	3	"	"	87.50
				(Added as in exhibit.)	<u>\$8656.66</u>
				Am't brot over (as in exhibit.)	8656.66
1866 .					
Feb.	W. Vernon	3	"	"	54.00

S. Stiger	3	"	"	137.50
W. Eddy	3	"	"	90.00
W. Young	3	"	"	40.50
O. F. Burton	3	"	"	48.00
C. Kullman	3	"	"	56.25
Office	3	"	"	37.50
T. Potter	3	"	"	137.50
A. Bunting	3	"	"	137.50
I. Morrow	3	"	"	87.50
P. H. Daly	3	"	"	87.50 10

 \$9,570.41

By amount expended

6,363.78

 3,206.63

Balance in statement No. 1

841.21

 3)4,047.84

1,349.28

 6)2,698.56

20

 \$449.76

EXHIBIT.

Voucher No. 62.

(See "Schedule A continued," page 57.)

WATER COMMISSIONERS' OFFICE, CITY HALL,
Jersey City, June 1st, 1863.

EST. OF J. G. McLAUGHLIN.

TO THE WATER COMMISSIONERS OF JERSEY CITY, DR,

To amount for the construction of a basin and culvert, South East corner of York and Van Vorst Streets. Assessment confirmed, June 1st, 1863.

10 A deduction of interest will be allowed on all payments made previous to July 1st, 1863.

CITY MAP.

BLOCK NO.	STREET NO.	LOCATION OF LOTS.	AMOUNT ASSESSED.	
			DOLLS.	CTS.
134	95	1650 sq. ft. Warren St.	\$5.65	
	93	1650 " " "	5.65	

				\$11.30

Rec'd payment, Aug. 13, 1863.

G. S. BOICE, Regr.

H. W. BORED.

20

EXHIBIT.

Voucher No. 93.

(See "Schedule A continued," page 57.)

COLLECTOR OF REVENUE. OFFICE CITY HALL.
Jersey City, Sept. 13, 1864.

EST. OF JOHN G. McLAUGHLIN.

TO THE CORPORATION OF JERSEY CITY, DR.

For an assessment for opening Montgomery Street, from War- to Van Vorst and Gregory street.

30 Confirmation approved Sept. 13, 1864.

NOTE.—Upon all assessments paid within thirty days from the date of the approval of confirmation no interest will be charged. If not paid within thirty days 12 per cent. will be collected from date of approval of confirmation.

Office hours from 8 A. M. to 4 P. M. Bankable money only received.

BLOCK NO.	LOT NO.	SIZE OF LOT,	STREET.	AMOUNT ASS'D.
	70	109	Green Street.	\$13.09
	236	208	York Street	21.58
	"	137	Grove Street.	14.71
40		137½	"	16.25
		139	"	22.34
		141	"	28.32
		143	"	34.40

				\$150.69

Received payment, Oct. 10, 1864.

JOHN B. HAIGHT, Collector of Revenue.

APPEAL.

[Filed May 4, 1870, as of January 26, 1870.
Nunc pro tunc, by written consent of Defendants.]

The complainant, being also sole executrix and devisee of A bb Ann McLaughlin deceased, hereby appeals from so much of the decretal order made in this Court, in the above stated cause, on the twenty-first day of December, eighteen hundred and sixty nine, as declares and decrees, that the said Abby A. McLaughlin, on June 23d, 1868, and July 7, 1868, was not in a state of ordinary good health, and that her life was not of the average value, and 10 that for that cause, a deduction of four thousand one hundred and fifty dollars and four cents, should be made from the gross value of her dower, under the 130th. rule of this Court,—to the Court of Errors and Appeals, in the last resort in all causes.

And the said complainant hereby appeals, also from so much of the decretal order made in this Court, in said cause, on the twenty-fourth day of January, eighteen hundred and seventy, as declares and decrees, that the life of the widow Abby Ann McLaughlin aforesaid, in computing the value of said life, is not to be estimated at the average value at her age, but that in compu- 20-
 ting her dower value, there shall be adopted the exact mean between the value of her dower, as calculated by the Master, and that calculated upon the value of a person at her age in ordinary health; that the sum thus found is the value of said widow's dower, and that the said Master make supplemental report in conformity therewith,—to the Court of Errors and Appeals in the last resort in all causes.

Dated January 26, 1870.

WILLIAM A. LEWIS,
Solicitor for, and of Counsel with Complainant. 30

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

WILLIAM A. LEWIS,
Of Counsel with Complainant.

PETITION OF APPEAL.

[Filed May 4, 1870, as of January 26th, 1870
Nunc pro-tunc, by written consent of Defendants.]

COURT OF ERRORS AND APPEALS.

Between

MARGARET E. McLAUGHLIN,

Appellant.

and

SAMUEL C. McLAUGHLIN,

and others,

Appellees.

On Bill, &c.

10 *To the Honorable the Court of Errors and Appeals, in the last resort in all causes.*

The humble petition of Margaret E. McLaughlin, the appellant in the above stated cause, respectfully shows, that your petitioner finds herself aggrieved by two decretal orders, made in the Court of Chancery by Abraham O. Zabriskie, Esquire, Chancellor of New Jersey, the first order bearing date the twenty-first day of December, eighteen hundred and sixty-nine, and the second order dated the twenty-fourth day of January, eighteen hundred and seventy, wherein the said Margaret E. McLaughlin was complainant, and the said Samuel C. McLaughlin and Mary E. his wife, Mary E. Daly, William Taylor and Caroline G. his wife, Jesse Paulmier executor and devisee of Robert McLaughlin deceased, and Lucy Ann McLaughlin widow of said Robert McLaughlin, were defendants, in this respect, to wit; that the said decretal order first above set forth, declares and decrees that the said Abby A. McLaughlin, on June 23d, 1868, and July 7th, 1868, was not in a state of ordinary good health, and her life was not of the average value, and that for that cause a deduction of four thousand one hundred and fifty dollars and four cents, should be
 20
 30 made from the gross value of her dower under the 130th, rule of the said Court of Chancery:—

That the said decretal order second above specified, declares and decrees, that in computing the value of the life of the widow Abby Ann McLaughlin aforesaid, her life is not to be estimated at the average value at her age, but that in computing her dower value there shall be adopted the exact mean between the value of her dower, as calculated by the Master, and that calculated upon

the value of a person's life at her age in ordinary health ; that the sum thus found is the value of said widow's dower, and that the said Master make supplemental report in conformity therewith.

And your Petitioner humbly appeals from that part of the said decretal order, (first above mentioned,) of the Chancellor, which decrees as aforesaid, on the ground that the same is erroneous, for that the said Abby A. McLaughlin, on June 23d, 1868, and July 7th, 1868, was in a state of ordinary good health ; that her life was of the average value ; and that a deduction of four thousand one hundred and fifty dollars and four cents should not be 10 made, nor should any deduction be made, from the gross value of her dower under the 130th rule of the said Court of Chancery.

And likewise from that part of the said decretal order of the Chancellor, (second above mentioned,) which decrees as aforesaid, your petitioner humbly appeals, on the ground that the same is erroneous, for that in computing the value of the life of the said widow, Abby Ann McLaughlin, her life is to be estimated at the average value at her age ; that in computing her dower value, there should not be adopted the exact mean between the value of her 20 dower, as calculated by the Master, and that calculated upon the value of a person's life at her age in ordinary health ; that the sum thus found, computed upon the adoption of the exact mean aforesaid, is not the value of the said widow's dower, and that the said supplemental report should not have been made in conformity with such a computation, as that directed in said decretal order.

Your Petitioner therefore prays that the said decretal orders of the said Chancellor, and each one of said orders, may be, in the particulars aforesaid, reversed, set aside, and for nothing holden ; and that your petitioner may have such relief in the premises, as 30 to this Honorable Court shall seem meet.

Dated January 26th, 1870.

WILLIAM A. LEWIS,

Solicitor for, and of Counsel with Appellant.

APPEAL.

[Filed May 4th, 1870.]

The complainant hereby appeals from so much of the order confirming supplemental report as to accounts, made in this

Court in the above entitled cause, on the twenty-sixth day of April, eighteen hundred and seventy, as charges the accountant, Abby Ann McLaughlin widow &c., with rent of the "Mansion House" of her late husband, and of the "messuage or plantation" thereto belonging, (from the day of his death,) and as declares, that the total charges against the said accountant, for rents for which she is accountable, are twenty-eight thousand six hundred and forty-seven dollars and sixty-five cents; that there remains to the credit of the six heirs at law, eight thousand eight
 10 hundred and ten dollars and eighty-two cents; that the amounts therein stated are respectively due the several heirs; that the two sixth parts, now held by Margaret E. McLaughlin, should be charged with and diminished by, the sum of three thousand one hundred and twenty-seven dollars and ninety-seven cents, and said sum distributed as therein specified; and as adjudges and decrees, that the said supplemental report, (of master,) and all the matters and things therein contained, do stand confirmed; that
 20 in accordance with said report, the said Master file with the Clerk of this Court a statement, showing, (among other things,) the net amount to be paid each heir, or their legal representative, preparatory to an order for distribution,—to the Court of Errors and Appeals in the last resort in all causes.

Dated April 30, 1870.

WILLIAM A. LEWIS,

Solicitor for, and of Counsel with Complainant.

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

WILLIAM A. LEWIS,

Of Counsel with Complainant.

PETITION OF APPEAL.

[Filed May 4th, 1870.]

COURT OF ERRORS AND APPEALS.

Between

MARGARET E. McLAUGHLIN

Appellant.

and

SAMUEL C. McLAUGHLIN,

and others.

Appellees.

On Bill, &c.

To the Honorable, the Court of Errors and Appeals in the last resort in all causes.

10

The humble petition of Margaret E. McLaughlin, the appellant in the above stated cause, respectfully shows, that your petitioner finds herself aggrieved by an order, confirming supplemental report as to accounts, made in the Court of Chancery by Abraham O. Zabriskie, Esquire, Chancellor of New Jersey, bearing date the twenty-sixth day of April, eighteen hundred and seventy, wherein said Margaret E. McLaughlin was complainant, and said Samuel C. McLaughlin and Mary E. his wife, Mary E. Daly, William Taylor and Caroline G. his wife, Jesse Paulmier executor and devisee of Robert McLaughlin deceased, and Lucy Ann McLaughlin widow of said Robert deceased, were defendants, in this respect, to wit; that the said order charges the accountant Abby A. McLaughlin, widow &c., with rent of the "Mansion House" of her late husband, and of the "messuage or plantation" thereto belonging, (from the day of his death), and declares that the total charges against the said accountant, for rents for which she is accountable, are twenty-eight thousand six hundred and forty seven dollars and sixty-five cents; that there remains to the credit of the six heirs at law, eight thousand eight hundred and ten dollars and eighty-two cents; that the amounts therein stated are respectively due the several heirs; that the two sixth parts now held by said Margaret E. McLaughlin, should be charged with and diminished by, the sum of three thousand one hundred and twenty-seven dollars and ninety-seven cents, and said sum distributed as therein specified; that adjudges and decrees, that the said supplemental report (of master), and all the matters and things therein

20

30

contained, do stand confirmed ; that in accordance with said report the said Master file with the clerk of the Court of Chancery, a statement, showing the net amount to be paid each heir, or their legal representative, preparatory to an order for distribution.

And your Petitioner humbly appeals from that part of said order of the Chancellor, which decrees as aforesaid, upon the ground that the same is erroneous, for that the said accountant should not be chargeable with the rent of the "Mansion House," and messuage thereto belonging, thereby affecting the said decree
 10 in the various amounts aforesaid ; that the two-sixth parts held by the said Margaret E. McLaughlin, ought not therefore to be charged with and diminished by, the sum of three thousand one hundred and twenty-seven dollars and ninety-seven cents, or any other sum, and that the order of the Chancellor should have been in favor of your Petitioner, respecting quarantine, and rent of "Mansion House", and messuage.

Your Petitioner therefore prays, that the said order of the said Chancellor may be reversed, set aside and for nothing holden ;
 20 and that your petitioner may have such relief in the premises, as to this Honorable Court shall seem meet.

Dated April 30th, 1870.

WILLIAM A. LEWIS,
Solicitor for, and of Counsel with Appellant.

APPEAL.

[Filed May 4, 1870.]

The complainant, also sole executrix and devisee of Abby Ann McLaughlin deceased, hereby appeals from the order confirming supplemental report as to value of dower, &c., made in this
 30 Court in the above stated cause, on the twenty-sixth day of April instant, and especially from so much of the said order, as adjudges and decrees, that the said supplemental report, (of master,) and all the matters and things therein contained, do stand confirmed, and that the said Master, Washington B. Williams, Esq., do pay to the complainant, Margaret E. McLaughlin, as sole executrix and devisee of the said Abby A. McLaughlin deceased, the said sum of four thousand four hundred and eighty-one dol-

lars and sixty cents, as the compensation allowed for the right of dower of the said Abby A. McLaughlin,—to the Court of Errors and Appeals in the last resort in all causes.

Dated April 30th, 1870.

WILLIAM A. LEWIS,
Solicitor for, and of Counsel with Complainant.

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

WILLIAM A. LEWIS,
Of Counsel with Complainant.

PETITION OF APPEAL.

10

[Filed May 4, 1870.]

COURT OF ERRORS AND APPEALS

Between

MARGARET E. McLAUGHLIN,

Appellant.

and

SAMUEL C. McLAUGHLIN,

and others

Appellees.

On Bill, &c.

20

To the Honorable the Court of Errors and Appeals, in the last resort in all causes.

The humble petition of Margaret E. McLaughlin, the appellant in the above stated cause, respectfully shows that your petitioner finds herself aggrieved by an order, confirming supplemental report as to value of dower, &c., made in the Court of Chancery by Abraham O. Zabriskie, Esquire, Chancellor of New Jersey, bearing date the twenty-sixth day of April, eighteen hundred and seventy, wherein said Margaret E. McLaughlin was complainant, and the said Samuel C. McLaughlin and Mary E. his wife, Mary E. Daly, William Taylor and Caroline G., his wife, Jesse Paulmier, executor and devisee of Robert McLaughlin deceased, and Lucy Ann McLaughlin, widow of said Robert deceased, were defendants, in this respect, to wit; that the said order adjudges

and decrees, that the said supplemental report, (of master,) and all the matters and things therein contained, do stand confirmed, and that the said Master, Washington B. Williams, Esquire, do pay to the complainant Margaret E. McLaughlin, as sole executrix and devisee of the said Abby A. McLaughlin deceased, the said sum of four thousand four hundred and eighty-one dollars and sixty cents, as the compensation allowed for the right of dower of the said Abby A. McLaughlin.

And your Petitioner humbly appeals from said order of the
10 Chancellor, and especially from that part of said order, which decrees as aforesaid, upon the ground that the same is erroneous, and that said order of the Chancellor should have been more favorable to your petitioner, and should have directed the said Master, to pay as aforesaid, a much larger sum of money, than the said sum of four thousand four hundred and eighty-one dollars and sixty cents, as the compensation proper to be allowed for the right of dower of the said Abby A. McLaughlin.

Your Petitioner therefore prays, that said order of the said
20 Chancellor may be reversed, set aside and for nothing holden; and that your Petitioner may have such relief in the premises as to this Honorable Court shall seem meet.

Dated April 30, 1870.

WILLIAM A. LEWIS.

Solicitor for, and of Counsel with Complainant.

ANSWER.

[Filed May 24th, 1870.]

The answer of Samuel C. McLaughlin and Mary E. his wife,
Mary E. Daly, William Taylor and Caroline G. his wife, to the
30 petition and appeal of Margaret E. McLaughlin, from the two decretal orders bearing date, one December 21st, 1869, the other January 24th, 1870, made in the Court of Chancery of New Jersey.

These respondents, not confessing or acknowledging all or any of the matters and things, in the said petition and appeal mentioned, to be true, as the same are therein set forth, and reserving to themselves all benefit and advantage of exception to the errors,

defects and imperfections in the said appeal contained, for answer thereunto say, they admit that the Court of Chancery did make such decrees or orders as in the said petition and appeal are mentioned and complained of, but as to the dates and contents of such decrees or orders these respondents for greater certainty refer to the said decrees or orders, when the same shall be produced, but these respondents are advised and humbly apprehend that the said decrees or orders are not inequitable, and unjust against the said appellant, but are unjust and inequitable against these respondents, that bearing date Dec. 21st, 1869 in this, that 10
it directs a deduction of only four thousand one hundred and fifty dollars and four cents, from the so-called gross value of the dower of Abby A. McLaughlin deceased, whereas it should have directed a deduction of a greater sum, viz: eight thousand three hundred dollars and eight cents, from the so-called gross value of her dower; and that bearing date January 24th, 1870, in this, that it orders and decrees that the rule adopted by the Master, in computing the value of the widow's life, is not to be applied in this case, but that the mean between the value as calculated by the Master, 20
and the value as calculated for a person of average health at the age of said widow, is to be adopted; whereas it should have ordered and directed that the rule adopted by the Master be applied in this case, and therefore these respondents pray, that the said order, or decrees be corrected in accordance herewith, and that these respondents may have such other relief as to this Honorable Court shall seem meet in the premises, as fully as if they had appealed from said orders or decrees for the causes herein set forth, pursuant to the stipulation entered into by the Solicitor of said appellant with these respondents.

J. DIXON, JR-

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Solicitor for, and of Counsel with Respondents.

ANSWER.

[File 1 May 24, 1870.]

The answer of Samuel C. McLaughlin and Mary E. his wife, Mary E. Daly, William Taylor and Caroline G. his wife, to the petition and appeal of Margaret E. McLaughlin, from the order in

above cause confirming supplemental report as to accounts made in the Court of Chancery of New Jersey, and bearing date April 26, 1870

These respondents not confessing or acknowledging, all or any of the matters and things in the said petition and appeal mentioned, to be true, as the same are therein set forth, and reserving to themselves all benefit and advantage of exception to the errors, defects and imperfections in the said appeal contained, for answer thereunto say, they admit that the Court of Chancery did make
 10 such order, as in the said petition and appeal is mentioned, and complained of, but as to the date and contents of such order, the respondents for greater certainty refer to the said order, when the same shall be produced, but the respondents are advised and humbly apprehend that the order complained of is agreeable to equity and justice, and therefore humbly hope that the same will be confirmed, and the appeal dismissed with costs.

J. DIXON, JR.

Solicitor of, and of Counsel with said Respondents.

ANSWER.

[Filed May 24, 1870.]

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The answer of Samuel C. McLaughlin and Mary E., his wife, Mary E. Daly, William Taylor and Caroline G. his wife, to the petition and appeal of Margaret E. McLaughlin from the order confirming the supplemental report as to dower, &c., made in above entitled cause in the Court of Chancery, bearing date, April 26, 1870.

These respondents not confessing or acknowledging, all or any of the matters and things in the said petition and appeal mentioned to be true, as the same are therein set forth, and reserving
 30 to themselves all benefit and advantage of exception to the errors, defects and imperfections in the said appeal contained, for answer thereunto say, they admit that the Court of Chancery did make such order, as in the said petition and appeal is mentioned and complained of, but as to the date and contents of said order, these respondents for greater certainty, refer to the said order when produced; but these respondents are advised and humbly apprehend that the said order is not erroneous, unjust or

inequitable against the said appellant, but is erroneous, unjust and inequitable against these respondents in this, that the said order adjudges and decrees that the said supplemental report, and all the matters and things therein contained, do stand confirmed, and that the master, Washington B. Williams, Esquire, do pay to the complainant, Margaret E McLaughlin, as sole executrix and devisee of the said Abby A. McLaughlin deceased, the sum of four thousand four hundred and eighty-one dollars and sixty cents, as the compensation allowed for the right of dower of the said Abby A. McLaughlin deceased, whereas it should have directed the correction of the said report, so as to allow a much less sum, as compensation for the said right of dower, to wit, the sum of only three hundred and thirty-one dollars and fifty-six cents, and the payment to said complainant of only said last mentioned sum for such compensation, and therefore these respondents pray, that the said order be corrected in accordance herewith, and that these respondents may have such other relief in the premises, as to this Honorable Court may seem meet, as fully as if they had appealed from said order, for the causes herein set forth, pursuant to the stipulation entered into by the solicitor of said appellant with these respondents, 10

J. DIXON, JR.

Solicitor for, and of Counsel with Respondents.

Stipulation on Appeal.

It is hereby stipulated by and on behalf of the appellant in the above appeals, from the decretal orders of the Chancellor fixing the value of the life estate of Abby Ann McLaughlin deceased, which orders bear date December 21st, 1869, and January 24th, 1870, and April 26th, 1870, that the Court of Errors and Appeals may make such decree respecting the value of such life estate, 30 either increasing or diminishing the same, as to said Court may seem equitable and just, and that the appellees herein may have all the rights and the said Court all the power in the premises, which they would have, in case the said appellees had filed and prosecuted cross appeals from said orders of the Chancellor fixing such value. This stipulation being for the benefit of the defend-

ants Samuel C. McLaughlin and wife, Mary E. Daly, and William Taylor and wife only, and on an understanding with their Solicitor J. Dixon, Jr., only.

Jersey City, N. J. May 3rd, 1870.

W. M. A. LEWIS.
Solicitor of Appellant.

Stipulation on Appeal.

It is hereby stipulated by and on behalf of the appellees in the above appeal, (and also by the other defendants in the proceedings in Chancery), that in preparing a state of the case for hearing in this cause, the following matters and papers in the cause, herein designated, need not be furnished, and may be omitted in printing a state of the case at the option of the Solicitor and Counsel for appellant, or any part thereof, to wit; The Petition for appointment of Guardian *ad litem*; Replications; Decree *pro con*; Master's Report of sale; Report of re-sale of Greene Street property, and Decree confirming said re-sale; Schedule A and Schedule A continued in Master's report as to accounts, and also the various Exhibits in the cause.

Jersey City, N. J., May 3rd, 1870.

20

J. DIXON, JR., *Sol*
J. PAULMIER, *Err. &c.*
LUCY ANN McLAUGHLIN, *Widow.*

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