

IN CHANCERY OF NEW JERSEY.

Between *THE CLINTON STATION
GENERAL MERCHANDISE
and MANUFACTURING COM-
PANY, Complainants,*
and
*CORNELIUS S. HUMMELL and
HARRIET HUMMELL, his
wife, Defendants.* } *On Bill,
&c.*

OPINION.

THE CHANCELLOR.—This is a creditor's bill. The complainants, on the 9th of October, 1871, recovered a judgment in the Supreme Court of this state, against Cornelius S. Hummell, for \$2,089.44, damages and costs, on which they issued a *feri facias de bonis et terris*, under which they caused a levy to be made by the sheriff of Hunterdon county, on the right, title, and interest of the defendant, in certain land and premises, being a dwelling-house and lot, at High Bridge, in that county, which they seek, by this proceeding, to subject to the payment of their debt. 10

The title to that property is in the defendant, Harriet Hummell, wife of the judgment debtor. The complainants allege that in 1868, Cornelius Hummell bought this lot for \$250, and paid part, \$50, of the purchase money, in cash, and, with his wife, gave a mortgage on the premises to secure the payment of the rest; and that he then built on the property a dwelling-house, for the occupation of himself and his family, in which he has resided ever since it

was finished. They allege that the property is actually his, though the title is held by his wife, and that the title is so held in order to defeat his creditors. The defendants answered. They allege that the lot was purchased by the wife, that the \$50 paid on account of the purchase money was her own money, and that she built the house, (which they say is of the value of only about \$1200, instead of \$4000, as alleged in the bill,) and paid all that was paid for its construction. That of the amount she so paid she obtained

10 \$800 from one Mary Alpaugh, on a mortgage on the property, and that the work was done by her husband's workmen, (he was a builder, and superintended it,) under an agreement between her and him, by which she agreed to board his workmen, in consideration of receiving from him the amount of their board. The evidence shows very clearly that the lot was purchased and the house built with money which was, by law, the property of the husband. The \$50 to which reference has

20 been made, paid by her as the first payment on account of the purchase money of the lot, was given to her by her husband for the purpose. It is true they testify that he owed it to her—that it was money he had borrowed of her. Their account of the loan, however, is that three days after they were married, which was six or seven years previous, he borrowed \$15 of her, and afterwards they sold a cow her father had given her, and she permitted her husband to take the proceeds of the sale, \$18, and that she also lent him \$19.50, which she had earned by washing and mending for a

30 person. But Andrew Cregor, from whom the purchase was made, swears that she told him, in the negotiation, that she expected to borrow the amount of the first payment, this very \$50, from her father or brother Edward. Neither she nor her husband pretend that she had any more than the \$50, for he says she expected to get the balance of the purchase money from her brother. Now, how was this house paid for? It cost over \$1600, according to the undisputed evidence; the lumber \$800, the carpenter work \$300, the mason work \$300, the slate roof \$140, the tinning \$25, and the painting \$95, in all \$1650. Of this they say \$800 were

40 paid by the money borrowed of Mary Alpaugh on mortgage

of the property. The bill for painting was paid by the husband out of the money he received from Christopher Hann, for work he had done for the latter in building a house. One of the masons swears that the husband paid him nearly all his bill for work, and the rest of his claim is unpaid. The tinner testifies that the husband paid him his bill for the tin work. The roofer, who found the slate and put it on, has not been paid at all. The husband employed all these persons to do the work they did on the house. He is shown to have worked on the house himself. He says his apprentice framed it under his directions. As to the money which his wife was to have received for boarding the workmen, that was clearly the husband's property. He furnished the table. The avails of a wife's labor, under such circumstances, belong to her husband. *Belford vs. Crane*, 1 C. E. Green 265; *Skillman vs. Skillman*, 2 Beas. 403; *Cramer vs. Reford*, 2 C. E. Green, 367; *Quindot vs. Pergeaux*, 3 C. E. Green, 472. The house, probably, cost more than the amount above stated, \$1650. Witnesses for the complainants, apparently capable of judging and forming a reliable estimate, place its cost at \$2000 to \$2500. The husband says he kept no account of its cost. The conclusion appears to be irresistible that this property was bought for the husband and with his money; that the house was built by him, and as far as it was paid for, with his money or the money raised by mortgage given by him and his wife on the property. His wife cannot hold the property against his creditors. The complainants' debt will be decreed to be a charge upon the premises, which will, if necessary, be ordered to be sold to pay the encumbrance.

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The complainants are entitled to costs.

FINAL DECREE.

[Filed May 26, 1874.]

This cause coming on to be heard at the May Term, A. D. 1874, and the pleadings and proofs having been read, and the arguments of the counsel of the respective parties heard and considered, and the Chancellor being of the opinion that the complainants are entitled to relief—It is, on this twenty-sixth day of May, in the year of our Lord eighteen hundred and seventy-four, by Theodore Runyon, Chancellor
10 of the State of New Jersey, ordered, adjudged, and decreed, and the said Chancellor, by virtue of the power and authority of this court, doth order, adjudge, and decree, that the debt of the complainants, to wit, the judgment of the Supreme Court of Judicature of the State of New Jersey, in favor of the Clinton Station General Merchandise and Manufacturing Company, against the said Cornelius S. Hummell, of the ninth day of October, in the year of our Lord eighteen hundred and seventy-one, for the sum of
20 two thousand and forty-four dollars and fifty-eight cents of damages, and forty-four dollars and eighty-six cents costs, together with the interest which has accrued thereon, be and the same is hereby made a charge upon the premises in the bill of complaint mentioned and described, to wit, that tract of land and premises situate in the township of Clinton, (now High Bridge) in the county of Hunterdon, and State of New Jersey, bounded and described as follows, viz: Beginning at a stake on the easterly side of the public road leading from High Bridge to German Valley, being on the south side of an alley, and twenty feet south
30 three and one-half degrees west from the southwest corner of Wilson J. Hoffman's yard wall; thence along the south side of said alley, (1) north eighty-six and three quarter degrees east, ninety-six feet to a stake; thence (2) along west side of another alley, south two and one-half degrees east, fifty feet to a stake; thence (3) south eighty-seven and one-half degrees west, one hundred feet to a stake; thence

(4) north three and one-half degrees east, fifty feet to the place of beginning, containing about one-eighth of an acre of land, being the same premises conveyed by Andrew Cregar and Harriet his wife to the defendant, Harriet Hummell, by deed bearing date the thirty-first day of March, in the year of our Lord eighteen hundred and sixty-eight, which deed is recorded in volume 142 of the record of Deeds for said county of Hunterdon, page 793, &c., as also the cost of the complainants in this cause to be taxed.

And it is hereby further ordered, adjudged, and decreed, 10
 that the said tract of land and premises be sold to pay and satisfy the said complainants the said sum of two thousand and eighty-nine dollars and forty-four cents (\$2089.44) together with the lawful interest thereon from the date of the said judgment, to wit, the ninth day of October, A. D. eighteen hundred and seventy-one, and the complainants costs to be taxed, and that a writ of *feri facias* do issue for that purpose out of this court, directed to the sheriff of the county of Hunterdon, commanding him to make sale according to law of the said premises, to raise and satisfy the 20
 said sum of two thousand and eighty-nine dollars and forty-four cents, together with interest and cost as aforesaid, and that he pay the same to the said complainants or their solicitor; and that in case more money should be raised by said sale than shall be sufficient to answer such payment, such surplus money be brought into this court, and deposited with the clerk to abide further order of the court, and that the said sheriff make return to this court of his proceedings by virtue of the said writ; and it is further 30
 ordered, adjudged, and decreed, that the sheriff's deed shall vest in the purchaser all the right, title, and interest that the defendant, Cornelius Hummell, had at the date of the said judgment, of, in and to the said premises when sold as aforesaid by virtue of this decree.

THEODORE RUNYON, C.

A true copy—H. S. LITTLE, Cl'k.

APPEAL FROM FINAL DECREE.

[Filed July 8, 1874.]

The humble petition of Harriet Hummell and Cornelius S. Hummell her husband, the appellants in the above stated cause, respectfully shows: That your petitioners find themselves aggrieved by a final decree made in the Court of Chancery, by his Honor, Theodore Runyon, Chancellor of the State of New Jersey, bearing date the twenty-sixth day of May, in the year of our Lord one thousand eight hundred and seventy-four, wherein the said, The Clinton Station General Merchandise and Manufacturing Company
10 are complainants, and the said Cornelius S. Hummell and Harriet Hummell his wife, were defendants, in this respect, to wit: That in and by said decree it is adjudged and decreed, that the debt of the complainants, to wit, the judgment of the Supreme Court of Judicature of the State of New Jersey, in favor of The Clinton Station General Merchandise and Manufacturing Company against the said Cornelius S. Hummell, of the ninth day of October, in the year of our Lord one thousand eight hundred and seventy-
20 one, for the sum of two thousand and forty-four dollars and fifty-eight cents damages, and forty-four dollars and eighty-six cents costs, together with the interest which has accrued thereon, be made a charge upon the premises in the bill of complaint mentioned and described, because said decree is illegal and inequitable.

And also in this respect, to wit, that in and by said decree, it is adjudged and decreed that the said tract of land and premises in said decree described, be sold to pay and satisfy complainants the said sum of two thousand and eighty-nine dollars and forty-four cents, together with the lawful
30 interest thereon from the date of the said judgment of complainants, to wit, the ninth day of October, eighteen hundred and seventy-one, and the complainants' costs to be taxed; and that a writ of *feri facias* do issue for that purpose, directed to the sheriff of the county of Hunterdon, commanding him to make sale, according to law, of the said premises to raise and satisfy the said sum of two thousand

eighty-nine dollars and forty-four cents, together with interest and costs as aforesaid, and that he pay the same to the said complainants or their solicitor, when, by the law and facts in this cause, the premises so directed to be sold were the premises of Harriet Hummell, and in no way liable for complainants' judgment against her husband, Cornelius S. Hummell.

Your petitioner, therefore, prays that the said decree of the said 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 may seem meet. 10

THEODORE J. HOFFMAN,
Solicitor of Appellant.
 JOHN N. VOORHEES, and
 A. V. VAN FLEET,
Of Counsel with Appellant.

Dated July 7th, A. D. 1874.

ANSWER TO PETITION OF APPEAL.

[Filed July 21, 1874.]

These respondents, not confessing or acknowledging all or any of the matters or things in the said petition of appeal contained and set forth, to be true, for answer thereunto say—that they believe it to be true, that such decree as is complained of by the appellants was made by the Court of Chancery, as in the said petition of appeal is set forth, but as to the date, substance, and contents thereof, these respondents humbly pray leave to refer thereto when the same shall be produced. 20

And these respondents are advised and believe that the said decree is agreeable to equity and justice, and these respondents humbly pray that the same may be affirmed, and that the said petition of appeal may be dismissed by this Honorable Court, with costs to be adjudged to these respondents. 30

GEORGE A. ALLEN,
Solicitor and Counsel of Respondents.

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JOHN A. ALLEN

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Between

THE CLINTON STATION GENERAL MER-
CHANDISE AND MANUFACTURING COM-
PANY,

Complainants,

and

CORNELIUS S. HUMMELL and HARRIET
HUMMELL, his wife,

Defendants.

} *On Bill.*

BILL OF COMPLAINT.

[Filed March 21, 1872.]

*To his Honor, Abraham O. Zabriskie, Chancellor of the State of
New Jersey:*

Humbly complaining, showeth unto your Honor, your orators, The Clinton Station General Merchandise and Manufacturing Company, a corporation duly organized and doing business under and by virtue of an act of the legislature of New Jersey, in the county of Hunterdon, said state; that on the ninth day of October, in the year of our Lord 10 one thousand eight hundred and seventy-one, your orators recovered, by due course of law, in the Supreme Court of judicature of the State of New Jersey aforesaid, a judgment for the sum of two thousand and forty-four dollars and fifty-eight cents of damages, and forty-four dollars and eighty-six cents costs, taxed against Cornelius S. Hummell, of the county of Hunterdon, in the State of New Jersey aforesaid

and your orators further show, that the claim of your orators, upon which the said judgment was founded, was for goods, wares, and merchandise sold and delivered by your orators to the said Cornelius S. Hummell, from the eighteenth day of May, eighteen hundred and sixty-eight, to the third day of October, eighteen hundred and seventy; and your orators further show, that on the ninth day of October, in the year of our Lord one thousand eight hundred and seventy-one, an execution was issued upon the judgment recovered by

10 your orators, against the said Cornelius S. Hummell, duly recorded and delivered to the sheriff of the said county of Hunterdon, for the purpose of obtaining satisfaction of said judgment, which said execution has been duly returned by the said sheriff, with a levy duly made upon the right, title, and interest of the said Cornelius S. Hummell, in the following described land and premises, situate in the township of Clinton, in said county of Hunterdon, bounded and described as follows: "Beginning at a stake on the easterly side of the public road leading from High Bridge to German Valley,

20 being on the south side of an alley and twenty feet south three and one half degrees west from the southwest corner of Wilson J. Hoffman's yard wall; thence along the south side of said alley (1) north eighty-six and three quarter degrees east, ninety-six feet to a stake; thence (2) along west side of another alley, south two and one half degrees east, fifty feet to a stake; thence (3) south eighty-seven and one half degrees west, one hundred feet to a stake; thence (4) north three and one half degrees east, fifty feet to the place of beginning, containing about one eighth of an acre of land."

30 And your orators further show, that on or about the thirty-first day of March, in the year of our Lord one thousand eight hundred and sixty-eight, the above described land and premises were sold and conveyed by one Andrew Cregar and Harriet, his wife, to Harriet Hummell, the wife of the said Cornelius S. Hummell, for the consideration of two hundred and fifty dollars, as your orators have been informed and verily believe to be true, by deed bearing date the day and year last aforesaid, and which is recorded in volume 142 of Deeds for Hunterdon county, page 793, to which for greater

40 certainty your orators beg leave to refer, if it shall be neces-

sary so to do; and your orators further show, that they have been informed and believe to be true, that fifty dollars of the said purchase money was paid in money by the said Cornelius S. Hummell, or if not paid by him, the money was furnished by him, and paid in the purchase of the said premises, by the said Harriet Hummell, his wife, or by some other person for her, and that a mortgage for two hundred dollars for the remainder of the purchase money was secured by a mortgage upon the above described premises, given by said Cornelius S. Hummell and Harriet Hummell, to the said Andrew Cregar, bearing date the thirty-first day of March, eighteen hundred and sixty-eight, and recorded in volume 34 of Mortgages for Hunterdon county, page 677, to which for greater certainty your orators beg leave to refer, if it shall be necessary so to do. 10

And your orators further show unto your Honor, that after the said conveyance of the aforesaid premises, which was a vacant lot, the said Cornelius S. Hummell proceeded to erect and build thereon, and did build a large and costly dwelling-house, of the value of about four thousand dollars, 20 and when finished and completed, he moved therein with his family, and resided there from thence hitherto, and still resides there.

And your orators further show, that on or about the thirtieth day of March, in the year of our Lord one thousand eight hundred and sixty-nine, the said Harriet Hummell and the said Cornelius S. Hummell, executed a second mortgage upon the said premises to one Mary Alpaugh, to secure the payment of the sum of eight hundred dollars, which said last mentioned mortgage is recorded in volume 35 of Mortgages for Hunterdon county, page 372, to which for greater certainty your orators beg leave to refer, if it shall be necessary so to do. 30

And your orators further show, that both the mortgages above named, are and remain upon the said premises unsatisfied and unpaid, as your orators have been informed and believe to be true.

And your orators further show, that there is now justly, truly, and honestly due to your orators on the said judgment against the said Cornelius S. Hummell, the sum of 40

two thousand and eighty-nine dollars and forty-four cents, not including interest which may have accrued upon said judgment since the recovery of the same, and the execution fees of the said sheriff upon the execution issued thereon.

And your orators further show, that the said loan of eight hundred dollars, secured to be paid by the mortgage given to the said Mary Alpaugh, as your orators have been informed and verily believe to be true, was negotiated solely and entirely by the said Cornelius S. Hummell, the money
10 paid to him and disposed of by him, and for his own use and benefit, in the payment for materials and for work and labor done in the building and erecting of the said dwelling-house upon the above described premises; but that a large proportion of the materials used in the erection and construction thereof, were furnished and delivered by your orators to the said Cornelius S. Hummell, and are the foundation of the claim of your orators upon which the said judgment of your orators is founded; and your orators further show that the said Cornelius S. Hummell, is by trade
20 and occupation a carpenter and builder, employing journeymen and other hands, and himself and his hands in his employ performed all the labor in the building and erecting upon the said premises of the said dwelling-house, which said services and labor of said hands were paid for by the said Cornelius S. Hummell.

And your orators further show, that they have been informed and verily believe to be true, and they do expressly charge that the said Harriet Hummell, at the time the above described premises were conveyed to her, or at any other
30 time, did not have any separate estate, or any means whatever, except what she derived from her husband, and that the said Cornelius S. Hummell procured the conveyance of the said premises to be made to his wife, Harriet Hummell, from the said Andrew Cregar and wife, with the intent and for the purpose to defraud your orators and his other creditors, and to prevent them from collecting the debts due from him to them.

And your orators further show, that they have caused to be filed in the office of the clerk of the Court of Common
40 Pleas of the county Hunterdon, a written notice of the

pendency of the suit commenced by the filing of this bill, setting forth the title of the cause, and general object thereof, together with a description of the lands or real estate to be affected thereby.

And your orators further show unto your Honor, that the said Harriet Hummell has no interest whatever in the said dwelling-house, never having in any way paid any portion of the expense of the erection or building thereof, or of the materials used in the construction thereof, and that she has no just claim to the land on which said building is erected, 10 although the conveyance is to her, she paid no part of the purchase money therefor; the whole purchase being paid by fifty dollars in cash, which was her husband's money, and the balance being secured by the mortgage thereon, and she took the deed to secure the same from the creditors of her said husband, and to prevent its being taken to satisfy debts he would contract for the erection of the dwelling-house thereon.

And your orators further show, that the said Cornelius S. Hummell ought to have paid your orators the amount due 20 to your orators on their said judgment against the said Cornelius S. Hummell, or discovered to your orators what property and estate are held in trust for him, or what property has been by him concealed and placed in the name of his said wife, to avoid the payment of his debts; or for what reason and purpose he procured the conveyance of the said premises to be made to his wife, the said Harriet Hummell, by the said Andrew Cregar and wife; and your orators well hoped that the said Cornelius S. Hummell would have done so, as in equity and good conscience he ought to have done. 30

But now so it is, may it please your Honor, that the said Cornelius S. Hummell, combining and confederating with Harriet Hummell, his wife, and with divers other persons to your orators unknown, but whose names, when discovered, they pray may be inserted herein, with proper and apt words to charge them as parties defendant hereto, to injure, defraud and aggrieve your orators in the premises, refuses to pay your orators the amount due on their said judgment, and also refuses to apply for that purpose any property, equitable interest, or thing in action belonging to him or 40

held in trust for him, and for such refusal the said Cornelius S. Hummell sets up a great variety of unfounded pretences and excuses, and the said Cornelius S. Hummell and Harriet, his wife, give out and pretend that the said Harriet Hummell has a good and valid title to said premises, conveyed to her by the said Andrew Cregar and wife; that she the said Harriet Hummell, had at the time of said conveyance, and a long time before, a separate estate, and that said premises was purchased and paid for with such separate
10 estate, and that the said materials used in the erection and building of the said dwelling-house upon said premises, and the work and labor done and performed in the erection and building of the said dwelling-house, was paid for by the said Harriet Hummell, out of her said separate estate.

Whereas, your orators expressly charge the contrary thereof to be true, all which actings, doings, refusals, and pretences are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orators in the premises.

20 In tender consideration whereof, and for as much as your orators are without adequate remedy in the premises by the strict rules of the common law, and cannot have full and adequate relief, save in a court of equity, where matters of this nature are properly cognizable and relievable, and to the end therefore that the said Cornelius S. Hummell and his confederates, when discovered, may, without oath, pursuant to the statute in such case made and provided, to the best and utmost of their several and respective knowledge, remembrance, information and belief, full, true, direct and
30 perfect answer make to all and singular the matters aforesaid, and that as fully and particularly, as if the same were here repeated, and they and every of them distinctly interrogated thereto, paragraph by paragraph, and that especially, that he, the said Cornelius S. Hummell, may in manner aforesaid, answer, set forth, and state the nature, situation, amount, and value of the said premises, of whom the said premises were purchased, who negotiated the purchase of the said premises, what was the consideration paid therefor, by whom was the money paid, if by the said Cornelius S.
40 Hummell, if not by him by whom, and from whom was the

money procured which was paid in the purchase thereof, if any was paid; and, further, whether the conveyance of the said premises was not procured to be made by the said Cornelius S. Hummell, to his said wife, with the intent and with the purpose of defrauding the creditors of the said Cornelius S. Hummell, and to prevent the collection of the claims of the creditors of said Cornelius S. Hummell, which might then exist, or which might be afterward contracted in the erection of the said dwelling-house, or otherwise, by the said Cornelius S. Hummell; and, further, whether two hundred and fifty dollars was not the purchase price of the said premises, and whether fifty dollars of the said purchase money was not paid by the said Cornelius S. Hummell out of his own property or estate, or if not paid by him, did he not furnish the money which was paid in the purchase of the said premises, as above conveyed to his wife, and whether a mortgage for two hundred dollars was not given by himself and wife upon the said premises, to secure the remainder of the said purchase money. 10

And whether a second mortgage of eight hundred dollars was not executed by himself and wife, upon the said premises to one Mary Alpaugh or some other person, who negotiated the said loan of eight hundred dollars, who received the money therefor or any part of it, for what, by whom and to whom was the same paid, and particularly whether the money procured by the last mentioned loan was not expended in the payment for materials and work and labor done in building and erecting the said dwelling-house upon said premises, and whether both the said mortgages do not remain and are encumbrances upon the said premises; whether the said premises at the time of the conveyance to the wife of the said Cornelius S. Hummell was not a vacant lot; whether since the said conveyance, the said Cornelius S. Hummell has not proceeded to erect and build and has not built and erected a dwelling-house thereon, the value of the same, and whether the said Cornelius S. Hummell and his family do not reside therein at this time, and have not resided therein since the same was completed; what is the trade or occupation of the said Cornelius S. Hummell now, and what it was at the time of the purchase of the said 20 30 40

premises, and the erection of the said dwelling; whether he, the said Cornelius S. Hummell, did not at this time employ a large number of journeymen and other workmen, and whether he and those employed by him did not perform all the work and labor in the building, and erecting the said dwelling upon the said premises, and whether the said work and labor was not paid for by the said Cornelius S. Hummell.

And also, that the said Cornelius S. Hummell, and Harriet his wife, may respectively and each separately for himself
10 and herself, fully and distinctly, to the best and utmost of their respective knowledge, remembrance, information and belief, full, true, direct, and perfect answer make, whether the said Harriet Hummell ever had any separate estate, and if she had, when, how, and by whom she obtained and acquired it, and also how, when, and by what means the said Harriet Hummell acquired and obtained the money, with which the purchase money for the premises conveyed to her by the said Andrew Cregar and wife was paid, if she
20 did pay it, if she did not pay it who did, where was the money obtained to pay with, and how much money was paid at the time of the conveyance of the said premises to her in the purchase thereof.

And that the said Cornelius S. Hummell may be decreed to pay to your orators the amount due to your orators on their said judgment against the said Cornelius S. Hummell, together with their costs and charges in this behalf sustained, and that the above described premises may be decreed to belong to the said Cornelius S. Hummell or held
30 in trust for him, and are liable for the payment of your orators said judgment. And that it may also be decreed that the judgment recovered by your orators in the Supreme Court of the State of New Jersey against the said Cornelius S. Hummell, and the execution issued thereon, is a lien upon and against the premises and lands hereinbefore particularly described, and that the same is held in trust by the said Harriet Hummell for the said Cornelius S. Hummell, for the benefit of your orators as judgment creditors of the said Cornelius S. Hummell, the same as if the conveyance of the said premises had been made to the said Cornelius S. Hum-

mell by the said Andrew Cregar and wife, instead of to the said Harriet Hummell.

And that the said premises may be decreed to be sold by this honorable court, and the proceeds of sale applied to the payment and satisfaction of your orators' said judgment, after paying and satisfying all prior legal encumbrances upon said premises, if any there be, and that your orators may have such further and other relief in the premises as the nature of the case shall require, and as shall be agreeable to equity and good conscience.

May it please your Honor, the premises considered, to 10
grant unto your orators the state's writ of subpœna, issuing out of and under the seal of this honorable court, to be directed to the said Cornelius S. Hummell and Harriet his wife, therein and thereby commanding them, on a certain day and under a certain penalty to be therein expressed, that they each personally be and appear before your Honor, in this honorable court, then and there to answer the premises, and to stand to and abide and perform such decree as to your Honor shall seem meet, and as shall be agreeable to equity and good conscience. 20

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

GEORGE A. ALLEN,

Solicitor of and of counsel with the complainants.

ANSWER.

[Filed June 4, 1872.]

The joint and several answer of Cornelius S. Hummell and Harriet Hummell, his wife, to the bill of complaint of The Clinton Station General Merchandise and Manufacturing Company, complainant.

The defendants now and at all times hereafter, saving 30
and reserving to themselves all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainant's said bill of complaint contained, for answer thereunto, or unto so much and such parts thereof as

these defendants are advised is material for them to make answer unto, answer and say, that they admit that complainant has been doing business under the name of The Clinton Station General Merchandise and Manufacturing Company, but whether organized under any act of the legislature, as set out by complainant, these defendants do not know. And the said defendants further admit that complainant recovered about the time stated in his bill of complaint, a judgment for the amount therein stated against Cornelius S. Hummell, 10 that said judgment was for the consideration in said bill stated, but the said Cornelius S. Hummell, answering for business, says that he believes the same to be for a much greater amount than he really was indebted to complainant; that on being served with summons in said cause he employed counsel, and when a copy of the declaration therein was served upon him, he examined the schedule thereto attached, and informed Theodore J. Hoffman, his counsel, that there were credits to which he was entitled which did not appear in the schedule to the declaration, but 20 as the account of these payments had not been entered in any book by this defendant, and he having no means of establishing the same with certainty, and the account, (as shown by the copy of said declaration hereto attached and made a part of this answer) embracing over two years in time and so many items, both as to charge and credit, this defendant did not make defence thereto, but permitted judgment by default to be entered against him for the amount stated in complainant's bill, but these defendants deny that any portions of the proper consideration of said judgment 30 is for material used in the erection of the building now owned by the defendant, Harriet Hummell, but aver and will prove that all the material purchased of complainant and used in the erection of said dwelling-house referred to by complainant in his bill of complaint, was paid for by the money of said Harriet Hummell, as hereinafter stated; and these defendants further answering admit, that executions issued upon said judgment, by virtue whereof the sheriff of Hunterdon county levied upon the premises particularly described in complainant's bill. And these defendants fur- 40 ther answering admit, that Andrew Cregar conveyed to the

defendant, Harriet Hummell, wife of Cornelius S. Hummell, the other defendant herein, for the consideration of two hundred and fifty dollars, by deed bearing date March first, one thousand eight hundred and sixty-eight, the premises so as aforesaid levied on by the sheriff of Hunterdon county, by virtue of the execution of said complainant as in his bill of complaint set out; and these defendants aver that the consideration of such conveyance was fifty dollars cost, paid by this defendant, Harriet Hummell, and a bond and mortgage on the premises, executed by her (her husband joining) 10 to said Cregar for two hundred dollars, that the negotiation with Andrew Cregar for such lot was by the defendant Harriet herself, in her own behalf, and for herself, that she made the bargain therefor, for the purpose of securing a home for herself, and paid the fifty dollars in cash, (her own money) and not her husband; that she made the purchase in good faith, for the purpose aforesaid; that at this time her husband did not owe any of the money to complainant, now claimed to be due on his judgment, the bill of particulars of complainant's account hereto attached, showing that the 20 first purchase from them was September 9th, 1869, nearly six months subsequent to the conveyance by Cregar to Harriet Hummell; and these defendants charge that the complainant knew at the time the goods, wares and merchandise were furnished to Cornelius S. Hummell; that the real estate aforesaid was owned by this defendant, Harriet Hummell, and that she had paid with her own money all the cost that had been paid thereon. And these defendants further answering show, that the lot where purchased of Andrew Cregar was a vacant lot; that this defendant, Harriet 30 Hummell was anxious to have erected a dwelling-house thereon for her own use, and not having sufficient means of her own to do so, she made an arrangement with one Mary Alpaugh to loan her on second mortgage on said premises the sum of eight hundred dollars; that thereupon the defendant, Harriet Hummell, at once set about erecting a dwelling-house on said lot, not a costly dwelling-house of the value of four thousand dollars, as stated in complainant's bill, but a house of about the value of twelve hundred dollars, in which the said Harriet Hummell now lives 40

with her husband and family; and these defendants further show that the money received from Mary Alpaugh, for the mortgage aforesaid, was applied in paying the complainant for the materials furnished by him in the erection of the dwelling-house aforesaid, in part that Mary Alpaugh, furnished the money in two parcels, one parcel of two hundred dollars, in September, eighteen hundred and sixty-eight, and the balance about April first, eighteen hundred and sixty-nine; that in the erection of said dwelling-house, the said

10 Cornelius S. Hummell did superintend and oversee the same, he being a builder by trade, but that his services consisted almost entirely in superintending, he being engaged on other buildings almost all the time while the work on this building was being done and performed; that while said Cornelius was engaged in erecting other buildings, it was almost impossible to obtain board for his workmen, and that he agreed with Harriet Hummell that if she would do the house work, necessary in boarding his workmen, he would allow her for such extra services the same compensation

20 that their board would cost him if he hired it at a hotel or boarding-house; that Cornelius S. Hummell permitted his workmen to erect and construct the dwelling-house on his wife's, Harriet's lot, in consideration of the work and labor performed by her in boarding his hands aforesaid; and these defendants deny, as in said bill is charged, that the said Cornelius S. Hummell, procured the conveyance aforesaid to be made to his wife Harriet, with the interest and for the purpose of defrauding the complainants, or any of his other

30 creditors, or to prevent such creditors from collecting their debts due from said Cornelius, but insist that such conveyance was made to Harriet for the reasons heretofore set out; and these defendants further answering, admit that complainant has filed in the office of the clerk of the Common Pleas of Hunterdon county, the notice of the pendency of these proceedings, as stated by him in his bill; and these defendants deny all unlawful combinations and confederacy in said bill charged without that, that any other matter or

thing material for these defendants to make answer unto, and not herein or hereby well and sufficiently answered, confessed or avoided, traversed or denied, is true, to the knowl-

40

edge or belief of these defendants; all which matters and things, these defendants are ready to aver, maintain, and prove, as this honorable court shall direct, and hereby humbly pray to be hence dismissed with their reasonable cost and charges, in this behalf most wrongfully sustained.

THEO. J. HOFFMAN, *Solicitor, and*
E. R. BULLOCK, *of counsel with def'ts.*

TESTIMONY.

[Filed January 27, 1874.]

Examination of witnesses taken in the above stated cause, 10
before the subscriber, a master in chancery, at his office
in Flemington, on Monday, the twenty-ninth day of July,
in the year of our Lord one thousand eight hundred and
seventy-two, pursuant to notice, due and legal service of
which is admitted in the presence of George A. Allen,
esquire, solicitor of the complainants, and of Theodore J.
Hoffman, esquire, solicitor of the defendants.

JOHN C. RAFFERTY.

Jacob Case, of the township of Clinton, a witness produced
on the part of the complainants, being duly sworn, on his 20
oath saith—

I am a slate roofer; I roofed the house for Mr. Hummell,
Stewart Hummell, I suppose Cornelius S. Hummell, they
always call him Stewart; I roofed the house in controversy
in this suit; I think it was three years ago; I couldn't tell
exactly, unless I should refer to my books; Mr. Hummell's
business at that time was that of a carpenter; he was also
the builder of houses; don't know he was building any
then; he built quite some after that.

Quest. In your judgment, what is the value of that 30
property, the house and lot? [Objected to.]

Ans. I should think that house and lot would be cheap at
\$3000; if I owned it, I would think so.

Cross-examined.

I did other jobs of roofing for Stewart Hummell.

Quest. Has he paid you for all the other jobs? [Objected to.]

Ans. He has paid me for all except one little job, amounting to \$16 or \$18; I have never been paid for the roofing on this house in dispute; I found the slate; the whole job, including the slate and what I did, amounted to about \$140, as near as I can recollect; can't recollect exactly.

10 *Quest.* Is there any arrangement by yourself or for yourself with any one, by which you are to be paid anything on account of this work, in case this suit is determined in favor of the complainants?

Ans. No, sir; I have done roofing for Mr. Hummell since I completed the job on the house in controversy.

Quest. Have you had any conversation with any member of the firm, the complainants, or with Edward Hoffman, in which you were told that the building was good for all the bills contracted in the building, and that you should present
20 your bill to the Clinton Station Manufacturing Company, and if the house was sold, your bill would be paid; or a similar conversation?

Ans. No, sir; none of that conversation; I had a conversation; I can tell you what it was if you want to know.

Quest. I want to know what he said to you or you to him on the subject of the payment of your bill from the proceeds of the sale of this property?

Ans. We had conversation, and Edward Hoffman said that they were going to sell Mr. Hummell's house, and he
30 asked me if I had got my money yet; I told him no; then I asked him what show I would have to get my money, and he said, that is your own lookout; that is about all that passed between us.

Quest. When did you and Edward Hoffman have this conversation, and where?

Ans. Last week, at Annandale—old Clinton station.

Quest. Was anything said to you at that time, or that day, about your being a witness in this case?

Ans. Yes, sir.

40 *Quest.* Who was present at the conversation?

Ans. I don't know ; I think there were some present, but who they were I don't remember ; the conversation was at the freight house ; I think some of Hoffman's men were present, but don't know.

Quest. Was it before or after the conversation that had taken place, that you have given us, that you were spoken to about being a witness ?

Ans. At the same time.

Quest. Was there nothing said at that time, or before then, to you about the Clinton Station Company paying your bill, 10 or about your going in with them and getting your money out of the property ?

Ans. No, sir.

Quest. Did you have a conversation with Stewart Hummel, in which you told him that you had been told that you could get your money by going in with the Clinton Station Company, but that you didn't want to do it? [Objected to.]

Ans. No, sir ; I never told Mr. Hummel any such thing ; I have talked with him, I think, a year ago ; well, I talked with Mr. Hummel about a year ago ; I told him I heard the 20 Clinton Company was going to sell him out ; Mr. Hummel said they couldn't do it ; that is all I remember about it.

Quest. Have you not had other conversations with either of the complainants in regard to your bill, besides the one about a week ago ?

Ans. I think we have talked about it before.

Quest. When were you subpoenaed to give testimony here to-day ?

Ans. Last week ; don't remember what day.

Quest. Was it the same day you had conversation with 30 Edward Hoffman, or after ?

Ans. It was on a day after the conversation that I was subpoenaed ; I was subpoenaed by Edward Hoffman.

Quest. What was said between you on the day that you was subpoenaed, about your bill ?

Ans. Nothing, sir ; I never owned any real estate in the vicinity of this house and lot ; I never owned any real estate in the county.

Quest. When and by whom was your attention first di-

rected to the value of this house and lot, for the purpose of swearing to it?

Ans. I was asked to-day; Mr. Hoffman asked me what I supposed that house and lot was worth; Mr. Edward Hoffman.

Quest. What is the size of the lot on which this house is built, and its value?

Ans. Well, I couldn't say the exact size; I never measured it; was never called on to measure it; the lot is not
10 very large; as to the value of the lot I can't say, for I don't know how lots sell at High Bridge exactly.

Quest. Did not Edward Hoffman say to you that the court had decided that the company should take the house and pay all the bills, or words to that effect, in a conversation that he had with you on the subject some time ago?

Ans. We had a conversation, but that is not exactly the conversation, though.

Quest. What was the conversation?

Ans. He said they were going to sell that house and lot,
20 and he said they would have to pay off the mortgage or mortgages, not sure which; that is all I know about it, only I asked him what I would do for my money, and he said do the best I could.

Quest. When was this conversation, and where?

Ans. I think this conversation was last fall; I couldn't tell within a month or two—it was a while back.

Quest. What was said in this conversation about your getting your money from the proceeds of the sale of the property?

30 *Ans.* Nothing whatever.

Quest. What other claims than the mortgage or mortgages did Hoffman say they would have to pay when they sold the property, if any?

Ans. I didn't hear him say that they would have to pay any but the mortgage or mortgages.

Quest. About what would the carpenter work in the building in controversy be worth? [Objected to.]

Ans. I am no carpenter.

Quest. What is the building completed worth?
40 [House and lot as it stands. Mr. Voorhees says, no. I

refer to the building and not to the lot. Witness says]—the house, to the best of my judgment from what I see and know about houses, I should think it could be built for about \$2500 or \$2700.

Quest. Have you ever been in the building since it was completed?

Ans. I have been in the building.

Quest. Did you observe how it was finished inside—if so, state?

Ans. I didn't take any particular notice.

10

Re-examined in chief.

Quest. Why did you not collect your money of Mr. Hummel, the defendant, for this roofing? [Objected to.]

Ans. Well, I will have to ask you a question first before I answer that—do you mean why I didn't sue him?

[Mr. Allen says, yes. Witness says]—the reason I didn't sue was that I knew and thought that Mr. Hummel was poor, and the rest is, that he always promised me that he would pay me.

Re-cross-examined.

20

Quest. Did you not know that the property belonged to Mrs. Hummel? [Objected to.]

Ans. When do you mean that I knew that?

Quest. I mean after you had put the slating on, and at the time you say Hummel promised to pay you? [Objected to.]

Ans. I knew or heard since, that the property belonged to Mrs. Hummel—since I put the roof on.

Quest. Do you say that you had not heard and did not know from any source that Mrs. Hummel owned the property till after you had finished your job of slating?

30

Ans. I did not know before.

Quest. Did you do the slating by contract?

Ans. Yes, sir; by the square, as we always do it; I made a book account of it; I have got that book at home; when I finished the job I made an entry in my book of the job; I am not right sure, but I think I made out a bill of this job of slating, and sent to Mr. Hummel; that bill was a copy from my books—of course it was.

Quest. In your book, did you charge this slating to Mrs Hummel or to Mr. Hummel? [Objected to.]

Ans. It is charged to Mr. Hummel in my book; I wouldn't be positive—wouldn't be sure—but I think it is Stewart Hummel.

Quest. Have your books been changed, either as to the amount of this bill of slating, or as to the party charged therewith, since you made the first entry of the job? [Objected to.]

10 *Ans.* The roof was not charged for a good while after it was on, on account of its not being finished—the chimneys not being tinned, and roof not being pointed, and not being measured before that; books have not been changed.

Quest. When was it that you put the roof on, and when was it that you measured it, as near as you can state?

Ans. It might have been a year after I put the roof on before I finished it—can't tell; I told you before that it was three years ago when I put the roof on, as near as I can come at it.

20 *Quest.* Did you not know, or had you not heard, at the time or before you made the entry of this job in your book, that Mrs. Hummel, the wife of Stewart Hummel, was the owner of this property? [Objected to.]

Ans. I don't know.

Witness, after hearing his examination read, says he never heard of Mr. Hummell owning this property, until after this matter in dispute arose between the parties in this cause.

JACOB CASE.

Sworn and subscribed before me, this 29th day of July,
30 A. D. 1872.

JOHN C. RAFFERTY, *M. C.*

Peter A. Beaver, a witness produced on the part of the complainants, being duly sworn, on his oath saith—

I reside at High Bridge; have resided there twenty years; am acquainted with the premises in controversy; I believe I am; I saw the house while it was being erected.

Quest. In your judgment, what is the value of that house and lot? [Objected to.]

Ans. I should think at the present time it should be worth \$3000, with all the improvements on it; I have built a little in that vicinity; owned real estate there; I don't own any real estate in the village; I own a farm on the east side of the railroad, and part of the village is on that side.

Cross-examined.

I have never been through this house since its completion, except the lower part; don't know that I have been in any rooms, except the kitchen and one other room; I never examined the house with a view to testifying as to its value. 10

Quest. How does the value of this house and lot compare with its value in October, 1871? [Objected to.]

Ans. I should suppose it would be about the same now as then, property has not decreased any that I know of; I don't know that property has increased in value; property is about the same now that it was about that time; really I don't know what the value of the lot without the house is; lying where it does, with all the improvements around, I should suppose it would be worth \$500; it is some seven or eight years since I have done much building; I have not owned 20 any buildings in the village for ten years, then I had a house which I sold; I can't tell when this house was built; I don't know how many years since it was built; I believe to-day was the first time my attention was directed to the value of this property at this time, and that by Mr. Hoffman; but there was a man talking about buying a year ago; I don't remember the price they asked for it; I told him I thought it was reasonable enough; the price was over \$2500; the name of the man who proposed buying was Elias Tenebury.

Quest. What, in your judgment, would it have cost to 30 have built this house in the fall of 1868? [Objected to.]

Ans. Can't say exactly, but suppose it would have cost \$2000, from the way it cost me to build; it would have cost all of that; I never built any houses all out new, except the one I live in; I have added to and repaired considerably.

Quest. What is the size of this house?

Ans. I couldn't tell you; I should judge it was 16 by 30, or something like that, and then there is a front on it about 16 by 18, or 16 feet square.

Direct examination.

There is a good well, good fences, cistern—I don't know about garden fence—and everything in good order.

PETER A. BEAVER.

Sworn and subscribed before me, this 29th day of July,
A. D. 1872.

JOHN C. RAFFERTY, *M. C.*

Joseph H. Fowler, a witness produced on the part of the complainants, being duly sworn, on his oath saith—

10 I reside near High Bridge; never lived in the village; my occupation is that of a carpenter; I have followed that business near thirty years; have resided in the vicinity of High Bridge over twenty-five years, I think; I did not work on this building, nor on any part of it; I made out the bill of timber for this house, for Mr. Hummel, the defendant.

Quest. In your judgment, what is the value of that house and lot? [Objected to.]

Ans. I should think the house and lot is worth \$3000, may-be a little more.

20 *Quest.* Did you have any conversation with Cornelius S. Hummel, or did you hear him say anything in relation to the money to pay for this lot, at or about the time of its purchase—if so, state it? [Objected to.]

Ans. I think that Mr. Hummel told me that he wanted to get some money to pay on that house; I mean the lot; either he or Mr. Everett told me, I don't know which; that is about all that I can remember about it; it has been a long time since the transaction; it is hard to remember whether Mr. Hummel or Mr. Everett told me; it was Mr. Hummel,
30 I believe.

Cross-examined.

Quest. You state that you made out the bill of lumber for this house—what, in your judgment, could that bill of lumber been furnished for at that time?

Ans. The lumber of the frame I made out; I can hardly tell now; there might have been 6,000 feet; when I make out a bill of lumber for another, I give the number of the

pieces, the size and length; when I make out for myself, I make out the number of feet; in this case I made out the number of pieces; I don't know as I can tell you the number of feet in it; only judging from the size of the house, there was between 5000 and 6000 feet in the frame, I should think; well, I don't recollect whether the frame was lined or not; that would make a difference of 1800 or 2000 feet; I think, at that time, timber was worth from \$20 to \$22 by the 1000; I don't think the lot would have brought more than \$225 or \$250 at the time it was purchased. 10

Quest. What would it cost to construct this house at the time it was built, and at the place it was built, in the manner that this was built?

Ans. I have never been through that house to examine anything inside of it; if the house is finished, has a good finish inside, it would cost \$2200, I think—I don't want to confine myself to a hundred dollars either way—or it might have cost a little more, or it might not have cost so much; I think my attention was called to the expense of erecting this house before it was built; what I said about then I 20 cannot tell; could not give you the size of the house to any certainty; I have forgotten about the size of the house.

Quest. After you had made out the bill of lumber, did you state that that house ought to be built for less than \$1500?

Ans. I don't know that I ever did; don't recollect saying anything like it to anybody; it would be pretty hard for me to say what it would cost before it was finished, as I did not know how it was to be finished?

Quest. Do you know now how the house is finished?

Ans. Witness says—Do you mean do I know how it is finished inside or out? Mr. Voorhees says—Answer first as 30 to the inside? Witness says—As I told you before, I have never been through it inside to examine it. Mr. Voorhees says—Now answer as to the outside? Witness says—The outside is a good, common, plain finish; I am a house-builder.

Quest. Have you made any estimate as to the cost of constructing this house?

Ans. No, I have made no estimate on it particularly, but

I think I know about what such a house should cost, or pretty near.

Quest. You built the house of John Hefferman; how does that house compare as to size and finish, with the house in controversy?

Ans. Considerable difference between the two houses; Mr. Hefferman's house is not as large by some feet; if I am not mistaken, Mr. Hefferman's house is twenty-two by twenty-eight; a square, plain box of a house; there is considerable difference between the outside finish of the two houses; Mr. Hummell's house is built with an L; the roof runs two ways up to a peak, which would cost more than a plain roof, there is a great deal more work, more labor; there are, I should think, more windows in Mr. Hummell's house than in the other; never counted the windows; there is this further difference—Hummell's house has a porch in front of the L, and in front of the main building.

Quest. I want the size of the porches, as near as you can give them?

20 *Ans.* As I showed you on this paper; I think the length of the L is twenty-eight feet, but I may be mistaken; if that house is twenty-eight feet long and the other house is eighteen, the porch would be ten feet, and the other eighteen feet, I think; can't tell now whether it runs the whole length of the front or not, I think it does.

Quest. Give the length of the porches on Hefferman's house, as near as you can, and state in what respect they differ from the Hummell house? [Objected to, and also to all that precedes that relates to the Hefferman house.]

30 *Quest.* If the Hefferman house is twenty-two feet, the porch is twenty-two feet, but if the house is only twenty, then the porch is only twenty.

Ans. There is another porch; a back porch; a small back porch; I can't tell you the exact size of the back porch; I think it is about four by seven, it may be a little longer, perhaps not quite so long.

Quest. What, in your judgment, was it worth to build that house at the time it was built; state the time? [Objected to.]

Ans. If it refers to the Hefferman house, I think it was 40 three years ago this summer I built it, or fall—three or

four—I have forgotten which it is; in my judgment, it was worth about \$1600 to build it.

Quest. Are you and Mr. Hummell on good terms?

Ans. Witness says, do you mean are we now? we are not ill friends enough, that I should come here and swear to a lie against him.

Quest. My question was—are you good friends, and on good terms with each other?

Ans. Well, I don't know whether he would pull me out of a mud hole, or not; no, sir, we are not on very good 10 terms; of course we speak when we meet, but we are not on good terms.

Direct resumed.

I passed by.

Quest. Did you pass by the Hummell house while it was building? [Objected to.]

Ans. Yes, sir, frequently.

Quest. Do you know whether Mr. Hummell, the defendant, worked at it?

Ans. Yes, sir, I think he worked on it some, I don't know 20 how much; I saw him there busy.

Quest. Did you know where Mr. Hummell lived while he was building that house? [Objected to.]

Ans. I think Mr. Hummell lived in a house belonging to Mr. Andrew Cregar, in High Bridge, just above High Bridge; I was acquainted with Mrs. Harriet Hummell, the wife of Cornelius S. Hummell, at that time, and had been some years before.

Quest. Did they keep house and live together as man and wife during the period the house was being built? [Ob- 30 jected to.]

Ans. Yes, sir; as far as I know; never heard anything to the contrary.

[All the testimony on the re-direct examination objected to. Mr. Allen asks for the ground of objection. Mr. Voorhees states—because the witness had been examined-in-chief and passed over for cross-examination, and his cross-examination finished, and the matters about which he was re-ex-

amined were entirely foreign to what had been enquired of in his previous examination.]

Re-cross-examined.

Quest. Were you ever in Hummel's house in the period you speak of in your re-direct-examination?

Ans. No, sir; I don't think I ever was in his house while they were building the house; I might have been; we were on good terms, and went together; I saw Abram Apgar work on the house; he was a young man that worked for
10 Mr. Hummel; I saw a Dutchman one day working on a scaffold with Abram Apgar; I saw men about there; I saw a mason and tender there, but I don't know who they were doing his work; I passed there very often; I was working for Taylor, and would often pass that way.

Quest. Can you state any particular work or time that you ever saw Hummel busy at this house—if so, state it?

Ans. I don't know I can tell just what I saw Mr. Hummel do about his house, but I have heard him say— [Mr. Voorhees says, to the witness—I do not want you to state
20 anything about what he said now, but you testified in your re-direct examination that you had seen him working on his house, and my question refers only to that work, and not to any conversation—state what work you ever saw Hummel busy at in building this house?]

Ans. It would be pretty hard work for me to state just what he was at; I saw him around the house, and his men there, I suppose at work, but whether he had hold of a saw, a hammer, or nail, I can't tell that.

Re-direct-examination.

30 *Quest.* What was it that you heard him say that Mr. Voorhees stopped you from telling? [Objected to.]

Ans. I heard him say that he was attending mason for himself.

J. H. FOWLER.

Sworn and subscribed, before me, this 29th of July, A. D. 1872.

JOHN C. RAFFERTY, M. C.

The further examination of witnesses in this case ad-

journd to Wednesday, the 31st day of July instant, at 9 o'clock A. M., by agreement of parties.

July 31st, A. D. 1872. Mr. Allen appeared for the complainants, and Mr. J. H. Voorhees for the defendants. By agreement of the counsel of the respective parties, the further examination of witnesses in this cause, adjourned to Wednesday, the 7th of August, inst., at 9 A. M.

August 7th, A. D. 1872. The examination of witnesses in this cause, resumed in this cause in the presence of George A. Allen, esquire, of counsel for the complainants, and of Theodore J. Hoffman and John H. Voorhees, esquires, of counsel for the defendants.

Jacob Cregar, a witness produced on the part of the complainants, being duly sworn, on his oath saith—

I reside about three quarters of a mile from the High Bridge; have lived in that neighborhood a little over fifty years; am acquainted with the premises in controversy; see them every few days—I suppose; I saw this house while it was being built, but I have no distinct recollection about how it was built, or anything like that; I could not say that I was acquainted with Mr. Hummell at that time; Mrs. Hummell, I had known for several years; at the time that they built the house, I think they lived in one of Andrew Cregar's tenant houses, but I won't be certain; I think they kept house.

Quest. What is the value of the house and lot in controversy? [Objected to.]

Ans. Well, I should suppose the way lots are selling, it would be worth \$3000; not much difference one way or the other.

Quest. Do you know what Mr. and Mrs. Hummell, the defendants, valued it at any time within eighteen months? [Objected to.]

Ans. I have never heard Mr. Hummell say anything about it, as I know of; Mrs. Hummell valued it at \$2900 to a gentleman in my presence; I think it was last December, but what time in December I can't tell that.

Cross-examined.

I am a farmer; I never owned any real estate in the village of High Bridge; I am a little over 50 years of age; the gentleman to whom Mrs. Hummell valued the property in December, in my presence, was Dennis W. Stevens; Dennis W. Stevens and his wife came up to look after properties; he invited me to go along with him, and I went; at this time we were across the street, near Mathias Apgar's property, which we were about to look at; then Mrs. Hum-
 10 mell came out of the door and motioned me to come across that side of the street where she lived; she said they would sell their house and lot; then I told her that after we had looked at Mr. Apgar's house, we would come over there; well, we went over there after we had looked at Mr. Apgar's house, and Mrs. Hummell invited us in; then she showed us the house; the next was, Dennis asked her who was the owner of the property, she said she believed that she was; then the next question was the price; I couldn't tell exactly how she expressed herself there; whether—well, she said
 20 she wanted \$2800 or \$2900; that is the last; I stepped out of the house before them; after I stepped out, that was the last I heard; I heard no more of their conversation after I stepped out; that is the end of it; as I stepped out Mr. Stevens followed me; his wife followed him, I think.

Quest. Did you all go out in company?

Ans. I went out first; I don't think that the door was closed after I went out, before they came out; I don't think I was out over five minutes before they came out; they stopped to talk with Mrs. Hummell; Mrs. Hummell stood
 30 in the door, and they stopped a few minutes on the porch; Dennis W. Stevens lives at High Bridge, in this county.

Direct resumed.

He moved there about the 1st of April last.

Second cross-examination.

Quest. Did the conversation that you referred to in your cross-examination as having taken place between Mr. and Mrs. Stevens and Mrs. Hummell, after you stepped out of the door, take place on the porch, Mrs. Hummel standing in

the door—I refer to that part of your testimony in which you say, I went out first, they stopped to talk to Mrs. Hummell?

Ans. I think it was on the porch—the south porch; there are two porches; we went in one porch and came out of the other.

JACOB CREGAR.

Sworn and subscribed, before me, this 7th day of August,
A. D. 1872.

JOHN C. RAFFERTY, *M. C.*

10

Abraham Cregar, a witness produced on the part of the complainants, being duly sworn, on his oath saith—

I am a house painter by trade; I painted the house in controversy.

Quest. Who employed you to do it?

Ans. Cornelius S. Hummell; I have been paid; Mr. Hummell paid me.

Quest. Do you know where Mr. Hummell got the money with which he paid you?

Ans. I am not positive about it; I saw him get some a short time before.

20

Quest. What do you mean by a short time before?

Ans. Well, then, three hours, or a less time.

Quest. Of whom and for what? [Objected to.]

Ans. He got one payment of a building he put up for Christ. Han; I live at Annandale, I have been in the business of house painting about eighteen years since I first commenced; I have carried on that business in High Bridge, I have painted lots of houses there; I can't tell the exact distance from High Bridge to Annandale, it is all of two miles.

Quest. In your judgment what is the value of that house 30 and lot? [Objected to.]

Ans. I suppose about three thousand dollars, the way they are selling; I think this house was built in 1868; I did my first work in the fall of 1868; my first work was priming the outside, the weather boards; I did the priming in the first part of December I think; I finished the job of priming the latter part of March, 1869, I think.

Quest. Has the value of that property, from 1869, when

the house was finished, to the present time, changed? [Objected to.]

Ans. I think it has; the improvements around it I would suppose would make it more valuable.

Cross-examination.

Quest. Did you and your hands do the whole job of painting to that house, inside and out?

Ans. We did until that time, the latter part of March, 1869; I furnished all the materials, I put two coats of paint
10 inside and out; I got ninety-five dollars for the whole job; I won't be positive when I was paid, about the first of May, 1869, I think; I was paid all at one time.

Quest. You spoke in your examination-in-chief about Hummell getting money for a building which he put up for Christ. Han; from whom did he get the money; where was he when he got it; were you present and did you see any money paid to him by Christ. Han?

Ans. He got it of Christ. Han, at Han's house; I was in there; I saw money handled, am not positive whether it
20 came from Han or Cregar.

Quest. What Cregar?

Ans. Jacob Cregar, the witness just sworn; I think I have an entry of the date when this money was paid me, in my book of accounts; I have not examined that book particularly to see whether I have a date of it; I have been here as a witness before; had conversation with G. C. Allen as to this payment.

Quest. Were you not informed that you would be inquired of as to the time when you were paid for your painting?

30 *Ans.* I thought I remembered right enough.

Quest. Is your testimony as to the time when you was paid by Hummell only the effort of your memory, without reference to your books?

Ans. Yes, sir.

Quest. Where are your books?

Ans. At home; I came from home to attend this examination.

Quest. When Mr. Hummell paid you where was he?

Ans. I think in front of Mr. Auble's hotel, not positive

at High Bridge; don't recollect that any one was present when he paid me, particularly; can't tell what day of the week it was; don't recollect what day of the month it was; I think it was the latter part of April or first of May, not certain; it was the after part of the day, towards evening, that this money was paid to me.

Quest. In your examination-in-chief you say that the improvements around this property have rendered it more valuable than it was in March, 1869; give your judgment as to the amount of said increased valuation? 10

Ans. Don't know what amount of value; couldn't tell.

Quest. Can't you form any judgment as to such increase?

Ans. I suppose, probably an increase of five hundred dollars or more; I never owned any property in High Bridge; don't know that I have any personal knowledge of sales there, particularly; couldn't tell what about is the population of High Bridge, have no idea at all as to the population.

Direct resumed.

Quest. Is not the price you got for that painting greatly below its worth? [Objected to.] 20

Ans. I think it is rather low; I suppose that Jacob Crea-ger furnished the money to Han.

Quest. What money?

Ans. The money that was handled in Han's house in my presence.

Quest. Was it by way of loan, and for what purpose?—
[Objected to.]

Ans. I believe it was by loan to pay for Han's house.

[*Quest.* What were you doing there? [Objected to.]

Ans. I was invited to come there that day to receive some 30 money for work I had done at Han's house.

Re-cross-examination.

Quest. Did you get your money—who paid it to you?

Ans. I couldn't tell exactly that, I think it came through Hummell, am not certain whether he handed it to me or not.

Quest. What was the amount, and was it for work you had done on the Han house?

Ans. The amount was fifty dollars, and it was for work done on the Han house.

Re-examination.

Han's house is at High Bridge, on the west side of the railroad; I couldn't tell who invited me to go, word came to my house, when I got there I found Jacob Cregar with Han and others.

Quest. What occurred? [Objected to.]

Ans. Well, Mr. Han and Cregar together paid the men
10 that were employed upon the house, and Mr. Hummell, alto-
gether; the money was paid to the men who were employed,
and Mr. Hummell took the balance; I don't know if there
was any balance or not, there was money handled; that was
about the business transacted there.

Quest. Didn't you have some conversation with Mr. Hum-
mell that same day afterwards, in relation to what he got
there? [Objected to.]

Ans. I did.

Quest. State it? [Objected to.]

20 *Ans.* I told him he had better pay me for the other house
as he had the money now and I was wanting mine pretty
bad; well, he paid me.

Cross-examination.

Quest. Where did you have this conversation last referred
to by you?

Ans. I don't know, I don't recollect.

Quest. Did you and Hummell leave Han's house in com-
pany on the day you was paid for work done on Han's
30 house?

Ans. I don't recollect whether we went across the track to-
gether or not, after we left Han's house; don't know whether
we left Han's house together or not, I don't.

Quest. How soon after you told Hummell that he might
as well pay you for the work on the other house, was it that
you saw him in front of Auble's tavern, where he paid you
the money?

Ans. I don't know that I spoke but once about that; I
don't recollect, I might; he paid me when I asked him the

last time, before I left him ; I don't know whether I had asked him before or not.

ABRAHAM CREGAR.

Sworn to and subscribed before me, this 7th day of August, A. D. 1872.

JOHN C. RAFFERTY, *M. C.*

Andrew Cregar, a witness produced on the part of the complainants, being duly sworn, on his oath saith—

I am the seller of the lot in controversy.

Quest. Did you ever have any conversation with Mr. 10 Hummell pending the negotiations for the sale of the lot before the purchase ?

Ans. No.

Quest. Did you have no talk with him, or he with you, about the purchase, before it was sold ?

Ans. No.

Quest. What did you say to me (Mr. Allen) a few minutes since in my office relative to that ? [Objected to.]

Ans. Well, him and I was talking ; Hummell said nothing about the bargain ; he asked me if we had bargained—that 20 is, his wife and me ; I told him we had.

Quest. Did I not ask you whether Mr. Hummell had seen you by himself, his wife not being present, and talked to you about the purchase of the lot, before the sale ? [Objected to as irrelevant and impertinent.]

Ans. I have studied on it a little since, and I found I was mistaken ; that Hummell said nothing to me till after the purchase was made by his wife.

[Mr. Allen says—you have not answered the question.]

Quest. Last question repeated. [Objected to.]

30

Ans. I have just told you, a minute ago, that I was a little mistaken, but when I come to study on it, he said nothing to me about the bargain until after his wife made a purchase.

Quest. You mean to say then that you did say to me, in my office, a few minutes since, that Mr. Hummell did talk to you about the purchase of the lot, before the sale, by himself, his wife not being present, but that since then you have found that you were mistaken ? [Objected to.]

Ans. Yes, sir; he didn't talk to me till after his wife had made the purchase.

Quest. On leaving my office, and before being sworn, with whom did you converse on this subject? [Objected to.]

Ans. No one.

Quest. Who conversed with you? [Objected to.]

Ans. No one.

Quest. Didn't you have any conversation at all with Mr. Hummell or his counsel, J. H. Voorhees, Esq., since leaving
10 my office? [Objected to.]

Ans. Not concerning the bargain; not any.

Quest. The question is, whether you had any conversation with either of them, or both, on any subject? [Objected to.]

Ans. Very little.

Quest. With which? [Objected to.]

Ans. With Mr. Voorhees.

Quest. Was Mr. Hummell present? [Objected to.]

Ans. Yes.

20 *Quest.* Did he say anything? [Objected to.]

Ans. No.

Quest. How did you happen to have this conversation with Mr. Voorhees? [Objected to.]

Ans. I told Mr. Voorhees that you offered to pay off this mortgage if I would let you have it.

Quest. The question is, how you happened to get in this conversation with Mr. Voorhees? [Objected to as impertinent, illegal, and asked for manifestly improper purposes.]

Ans. I overtook him going up the walk.

30 *Quest.* What did Mrs. Hummell say to you pending negotiations for the purchase of this lot, relative to the money, to make the first payment? [Objected to, for the reason that there is no testimony that Mrs. Hummell ever said anything as to the first payment, pending negotiations by her for the purchase of this lot and for uncertainty.]

Ans. I think she talked of getting it of her father, or of her brother Edward.

Quest. State just what she said about it, as nearly as you can recollect her language? [Objected to.]

Ans. I think I will borrow of my father, or of my brother Edward; the first payment was to be \$50.

Quest. If this lot were not improved, but remained in the same condition as when you sold it, would its value at this time be greater or less than when you sold it, and if any difference, state that difference? [Objected to.]

Ans. It is worth \$150 more than when I sold it; what I mean is, it is worth \$400; I could sell it for that to-day; I own other lots in that vicinity.

Quest. In your judgment, what is the house and lot worth 10 as it stands? [Objected to.]

Ans. I think it is worth full \$3000.

Quest. Is the house—the building—worth the same, or any more or less, than at the time it was finished? [Objected to.]

Ans. I think it is worth about the same.

Cross-examined.

Quest. How long is it since you had the conversation with Mrs. Hummell relative to the first payment by her on this lot, of which you have testified in chief? 20

Ans. I think it is about four years.

Quest. Have you ever had your attention directed to that conversation since it took place, previous to being interrogated with reference to it here to-day?

Ans. There has no one talked to me since the bargain but Stewart Hummell.

Quest. What is your age?

Ans. Sixty-four.

ANDREW CREGAR.

Sworn and subscribed, before me, this 7th day of August, 30
A. D. 1872.

JOHN C. RAFFERTY, *M. C.*

Peter F. Hoffman, a witness produced on the part of the complainants, being duly sworn, on his oath saith—

Am one of the parties complainant; I am president of the company.

Quest. Did you go to see Mr. Hummell, one of the de-

pendants, on any occasion, relative to this claim, when there was conversation between you relative to the property in controversy in this case—if so, state when and where you saw him, and what was said between you on the subject of the property in controversy? [Objected to.]

Ans. I think it was last winter a year ago I went up to High Bridge and inquired at two or three places for Stewart Hummell; at last I found him in a shop on a back street, below east of Taylor's store; he was there at work alone; I
10 asked him about this concern; we wanted to know what he was going to do; I told him we had sold out, and we wanted our concern settled up; he said he wanted to pay us; he said he wanted to get the money of the Building Loan; I told him we would like to have it, to get the thing straightened up; I then asked him, Stewart, I have heard that your wife owns the property—is that so? he said, yes; I asked him then if his wife inherited any property that she put it in the property; he said, no; says I, Stewart, I am going to try to get my money; he made some reply; I hardly know
20 what he said; he said he would like to pay us; well, I came away then; that was about all that was said in there.

[The whole of this answer objected to as illegal and incompetent.]

Quest. What was said by him on that occasion, if anything, as to how it happened, or why the property was put in his wife's name? [Objected to.]

Ans. Well, he said—I think he said—it had got to be the fashion up there, or something to that effect.

Cross-examined.

30 *Quest.* Was this conversation before or after you had sued Mr. Hummell for this bill?

Ans. Long before.

Quest. How long before?

Ans. This was in the winter; I don't know the time, but it was a cold day, and I don't know when he was sued; I don't know that I do know Philip Stillwell, don't think I do.

Quest. You said in your answer that the conversation you had with Hummell was in a shop, and that he was there all

alone, was not Philip Stillwell in the shop at the time, or some person beside Hummell and yourself?

Ans. I think there was nobody in when I went in and talked to Stewart.

Quest. About how long did you remain in the shop on that occasion?

Ans. I was not there a great while; don't think I was there half an hour.

Quest. Were you ever there talking with Hummell on this subject except on the one occasion? 10

Ans. Never in that shop but that once.

Quest. In the conversation that you have related, did Mr. Hummell say anything to you as to where his wife had got the money to pay for this lot, and for the lumber which your company had furnished, or for either purpose, and if so, what did he say upon that subject?

Ans. He didn't say anything about the wife having money, getting money, or paying money.

Quest. How much, in your judgment, did the lumber furnished by your company in the erection of this house amount to; state to the best of your knowledge? [Objected to as no cross-examination.] 20

Ans. Well, I could'nt say; we furnished the lumber, frame, and everything in the lumber line; well, I could'nt tell what it would amount to; I never referred to the books; never looked over his account.

Quest. Do you mean to swear, that from your knowledge of that building, you can form no intelligent opinion as to how much it should cost for the materials you furnished in its erection? [Objected to; the witness has not been inquired of in chief on this subject.] 30

Ans. Well, I don't know the size of the building now, and I don't know how I could tell unless I guessed at it.

Quest. Are your books so kept that from an examination of them it can be told what materials were furnished by you for this building, and when furnished? [Objected to as no cross-examination.]

Ans. They are kept so that everything is charged to a man, and marked different buildings, where the lumber went to contractors. 40

Quest. Repeated. [Objected to.]

Ans. I think they are.

Quest. Where are those books? [Objected to.]

Ans. I can't say whether they are here or up to Edward's office, my son.

P. F. HOFFMAN.

Sworn and subscribed before me, this 7th day of August,
A. D. 1872.

JOHN C. RAFFERTY, *M. C.*

- 10 The further examination of witnesses in this cause adjourned to Monday, the 12th day of August instant, at 9 A. M., by consent of both parties.

August 12th, 1872. The examination of witnesses resumed in this case, in the presence of George C. Allen, esq., of counsel for the plaintiffs, and of John N. Voorhees, esq., of counsel for the defendant.

Edward Philhower, a witness produced on the part of the plaintiffs, being duly sworn, on his oath saith—

- I work at the mason trade; I done part of the mason
20 work to the house in controversy; Mr. Hummell, (Cornelius S. Hummell) paid me for pretty much all the work I did there; I think there is some little back yet.

Quest. What was the labor alone, in the mason work of that house, worth at the time of its construction? [Objected to.]

Ans. I would consider it worth about two hundred dollars.

Cross-examined.

- Quest.* What were the materials used in that building for masonry worth at the time they were furnished? [Objected
30 to.]

Ans. Well, as near as I can tell, I think they would be worth at least a hundred dollars.

Quest. Who beside yourself did the mason work of which you have spoken?

Ans. Morris Culver, Westley Sutton and Edward Robinson, I think, did work on it some.

Quest. What was the amount of your bill?

Ans. I think about fifteen dollars, as near as I can recollect; I can't tell whether the mason work to that house was done by contract or day's work, I was sent there by Allen C. Apgar, he told me to collect the money of Hummell, if I could.

EDWARD PHILHOWER.

Sworn and subscribed before me, this 12th day of August, 10
A. D. 1872.

JOHN C. RAFFERTY, *M. C.*

It is agreed by the counsel of the parties, that the complainants were duly chartered by the legislature of New Jersey, and organized, and are carrying on business under their charter.

G. A. ALLEN, *sol. of compl'ts.*

THEO. J. HOFFMAN, *sol. of def'ts.*

By a mutual agreement of the respective counsel of the parties in this case, the further examination of witnesses in this case was adjourned to Monday, the 19th of August, A. D. 20 1872, at 9 A. M.

September 21st, 1872. This being the day for which notice of taking testimony was given by the counsel of the plaintiff, due and legal service of which is admitted, owing to the absence of the counsel of the defendant, the examination was postponed to Friday, the 27th of September, instant, at 9 A. M., the counsel of the plaintiff insisting that the defendant should pay the plaintiff the costs of three witnesses, whom he states are present for examination on the part of the plaintiff. The defendant was present in person.

September 27th, 1872. The examination of witnesses resumed in this case, pursuant to adjournment, in the presence of George A. Allen, esq., of counsel for the complainant,

and of Theodore J. Hoffman, esq., and John N. Voorhees, esq., of counsel for the defendants. By agreement of parties the further examination of witnesses in this cause to be adjourned to Wednesday, the 9th of October, 1872, at 9 A. M., when this examination is adjourned to-day.

John S. Mattison, of the town of Clinton, a witness produced on the part of the complainants, being duly sworn, on his oath saith—

I did the tin work on the house in controversy, for Cornelius S. Hummell; the whole tin work amounted to about
 10 twenty-five dollars; Mr. Hummell paid me for it.

Cross-examination.

I had a long account against him and he paid me money at different times; that was about the first work I done for him.

Quest. When did Mr. Hummell pay you any money on account of the house in controversy; did he ever specify that any payment was on account of this particular house—if so, when and what amount did he so pay?

20 *Ans.* He never, when he paid me money, said it was on this house, or any particular house; he paid me money frequently on account; I had done considerable work for him, other houses as well as this one, and when he paid me money, I credited it to his account.

Quest. State the amount of your whole account, on which you said you credited his payments?

Ans. My whole account that I have against him on my books is a little rising four hundred dollars; he don't owe me that amount, he has got credits.

30 *Quest.* Have you a judgment against Hummell for the balance due you on this book account—if so, when did you get it, and about what is the amount? [Objected to.]

Ans. Yes sir; I don't recollect the date that it was got; it was about eighty dollars, it was got a little over a year ago.

Direct resumed.

This work upon this house was charged in my book, and and was about the first work charged.

Quest. To whom was it charged? [Objected to.]

Ans. To Cornelius S. Hummell; I got that judgment before John Macklin, esquire, justice of the peace.

JOHN S. MADISON.

Sworn and subscribed before me, this 27th day of September, A. D. 1872.

JOHN C. RAFFERTY, *M. C.*

Testimony on the part of the complainants closed this 27th day of September, 1872.

January 23d, A. D. 1873. The examination of witnesses 10
in the above cause resumed in pursuance of notice, due and legal service of which is admitted by the counsel of the complainants, in the presence of George A. Allen, esquire, of counsel for the complainants, and of Theodore J. Hoffman and J. N. Voorhees, esquires, of counsel for the defendants.

Mathias A. Apgar, of the township of High Bridge, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I reside at High Bridge, Hunterdon county; have lived there twelve years, the first of April will be; I am working 20
at the carpenters trade, and have been for the last four years; I know the property owned by Harriet Hummell, the wife of Cornelius S. Hummell; I live very nearly opposite to the property on the same street; it is a year last fall since I moved there; I built there; the property of Mrs. Hummell to which I refer, is the property which it is said she purchased of Andrew Cregar, and the property in dispute in this cause, as I suppose; the house on this property was built about four years ago this winter.

Quest. What in your judgment would the lumber used in 30
the construction of this house cost at the time it was built; have you made an estimate of such value—if so, state fully your judgment with reference thereto? [Objected to by Mr. Allen]

Ans. Do you mean to take the windows, doors, sash and

lumber? Sash? don't know whether they furnished them or not.

Quest. I mean, take the windows, doors, sash, and all the lumber of every nature and description used in the construction of that house, without any reference to who furnished them?

Ans. I should suppose it ought to be furnished for seven hundred dollars.

Quest. The house that you say you built on the opposite side of the street, how does it compare for size with the Mrs. Hummell house? [Objected to by Mr. Allen.]

Ans. It is considerably larger than hers; I did build a house below hers, on the same street and the same side of the street, about one hundred and fifty yards from hers, or a little more, the main part of which was the same size as the Hummell house; the house was 20x30, the main house; the kitchen to the house I built was 14x16; I should not think there was much difference in the lumber or work on the house I built and the Hummell house; I built this house in
20 the summer as the Hummell house was built in the winter following.

Quest. Who furnished you the lumber used in the construction of your house last referred to? [Objected to by Mr. Allen.]

Ans. I bought it of the Clinton Station Company, the complainants in this suit.

Quest. What was the amount of your bill for the lumber, sash and doors, furnished by the complainants for this house? [Objected to by Mr. Allen.]

30 *Ans.* It was about \$800, as near as I can tell now; then I had a shingle roof on my house; they cost about \$100; I got the shingles of the complainants.

Quest. Do you know Jacob R. Fisher, one of the complainants herein, and how long have you known him? [Objected to by Mr. Allen.]

Ans. Yes, I know him; have known him for the last 25 years.

Quest. Have you had any conversation with him relative to his knowledge, as to Mrs. Hummell's being the owner of
40 the premises in question—and if so, state fully when such

conversation took place, and what he said to you in reference to his knowledge as to Mrs. Hummell's being the owner of such premises? [Objected to by Mr. Allen.]

Ans. We had a conversation, but I am not able to say now what there was said about it; I was well acquainted with him, and I was often down there, and we were often talking.

Quest. Had you a conversation with him about the time the Hummell house was built, or shortly after, relative to Mrs. Hummell's being the owner of the property on which 10 the house was built? [Objected to by Mr. Allen.]

Ans. Not very shortly after; I don't think we had.

Quest. What would the carpenter-work of the house in controversy have been worth at the time it was done? [Objected to by Mr. Allen.]

Ans. Well, I suppose it would be worth about \$300.

Quest. Had you a conversation with Jacob R. Fisher relative to Mrs. Hummell's being the owner of the premises in controversy, about six months or a year after the complainants had furnished the lumber? [Objected to by Mr. Allen.] 20

Ans. No, I don't recollect that I had; the first I recollect anything being said about it was in the next August a year somewhere, after the house was built.

Quest. What did he say about it?

Ans. I don't recollect just what was said now.

MATHIAS A. APGAR.

Sworn and subscribed, before me, this 23d day of January, A. D. 1873.

JOHN C. RAFFERTY, *M. C.*

Cornelius S. Hummell, one of the defendants in this cause, 30 a witness produced on the part of the defendants, being duly sworn, on his oath saith—

[The witness being shown a deed from Andrew Cregar and wife to Harriet Hummell, being the same deed set out in complainants' bill, and marked *Exhibit A* for the defendants, says]—I believe that is the deed executed by Andrew Cregar for the premises in controversy.

Quest. Who negotiated with Andrew Cregar for the con-

veyance—*Exhibit A*, on part of defendants? [Objected to by Mr. Allen.]

Ans. By positive knowledge, I can't tell you.

Quest. Did you?

Ans. No, sir.

Quest. Is the consideration, mentioned in the deed as \$250, the true consideration for the premises—and if so, state how it was paid?

Ans. By positive evidence, I don't know; my wife told me. [Mr. Allen objects to what his wife told him.]

Quest. Was any part of the consideration secured by a mortgage, executed by yourself and wife, on the premises, to Andrew Cregar—and if so, how much? [Objected to by Mr. Allen.]

Ans. There was, I believe, \$200.

Quest. How much money of your own did you furnish to pay the balance of the consideration?

Ans. I have never considered that I furnished a cent; the house upon these premises was built at the last of '68, and the first of '69; the complainants furnished the lumber—
20 the sash and doors, partially; the first lumber used in the construction of this house was purchased or ordered about the first of September, '68, I think; I presented the order; I can't say positively to whom I presented the order, but to one of the men in the office.

Quest. At or previous to the time of your presenting the order for this lumber what passed between yourself and the complainants, relative to such order or purchase?

Ans. I think Mr. Fisher and I had the first conversation, I mean Jacob R. Fisher, in the rear of the hardware store at
30 Annandale, I told him that my wife had bought a lot and that we wanted to build a house on it, she had sent me down to see the conditions of the lumber; I told him that the money could not be raised until the first of April, when there would be a mortgage put on; I asked him if he could furnish the lumber on such conditions; he told me that that was pretty hard; he asked me if we couldn't raise some, and then told his conditions; by raising two hundred dollars on delivery, and a note in the bank at sixty days previ-
40 ous to the first of April, which could be met, when the

mortgage was executed; that would help them and would not hurt us; he then referred me to Peter F. Hoffman, with whom I had a similar conversation, and he said all right; we then went to the shop and talked about the doors and sash, I mean Peter F. Hoffman and I, with Richard H. Gano, the foreman of the shop; I do not exactly recollect whether or no I left the order at that time; I think I saw my wife before I left the order; when I did leave the order, the person to whom I gave it said that it would amount in the neighborhood of seven hundred dollars, as near as I can recollect the language; I so reported to my wife; then the lumber was delivered as soon as possible from the woods, I mean the company's woods; then the two hundred dollars they wanted, my wife told me [Mr. Allen objects to what the wife said], she didn't know how to get the money—I told her there was always a way; [Mr. Allen objects to what he told his wife]; she told me I should go down to Peter A. Beaver's and see if the money could be raised, as she supposed they would have to have it; I went down to Mr. Beaver's; [Mr. Allen objects to what witness said or did at Mr. Beaver's,] he said he thought Mary Alpaugh would have that amount; he drew up a note and put his name on it for the same amount, payable to her the first of April, following; I took the note over, drew the money, took it home, showed it to my wife, she counted it over, told me to take it to Clinton station, which I did, and paid it to Jacob R. Fisher, took a receipt for the same, took it home and gave it to my wife, and then went on to work; [Mr. Allen objects to all the foregoing testimony since his last objection;] Mr. Fisher was there in the employ of the complainants, and managing for them; at the time I paid this two hundred dollars, I had not purchased of the complainants any lumber on my own account; I paid this two hundred dollars in September, sixty-eight; I think that my counsel, Mr. Voorhees, has the receipt. [Mr. Allen objects to parol testimony, and requires the production of the receipt.]

Quest. How soon, subsequent to the purchase of lumber, in September, 1868, for your wife's house, did you purchase any other bill of lumber from complainants for any other purpose than for this house?

Ans. I think in the latter part of January, 1869, I pur-

chased some plank and shingles, a few boards to build an ice house for James Walker.

Quest. Have you the original bill for the lumber used in building the house in controversy—if so, produce it and state when it was made out, and by whom?

Ans. [Witness produces paper and says]—that is the first bill and the only bill in detail for rough lumber, made out by Joseph H. Fowler, the witness who has been sworn on the part of the complainants and myself. [The question, answer and paper, all objected to by Mr. Allen.]

The paper marked *Exhibit B*, on the part of the defendants—

Quest. What lumber in addition to the bill marked *B*, for the defendants, was used in the construction of this house? [Objected to by Mr. Allen.]

Ans. [Witness produces bills and says]—they were furnished him by complainants, marked *Exhibits C* and *D*, on the part of the defendants, and says *Exhibit C* is the bill for the pine lumber, *Exhibit D* is the bill for the hemlock.

20 *Quest.* Was there any other lumber furnished by complainants for this house other than that included in *Exhibits C* and *D*?

Ans. I think there was, small lots.

Quest. What do you mean by small lots; how much was furnished other than stated in *C* and *D*?

Ans. There was some trimming lumber, mouldings, and some half-inch stop stuff inside, I suppose it amounted to five hundred feet, that would be ample.

30 *Quest.* Was there any lumber or material furnished for this house by complainants after February 10th, 1869?

Ans. For the building? I think not; the fencing material was got after that, that is the pine fence, the hemlock fence before that; I don't think there was anything else got of the complainants for this property after the 10th of February, 1869; there was about one hundred and forty feet of the pine fencing—worth, I should think, forty or forty-five dollars; the next payment, after the two hundred dollars, was made February 10th, 1869, by note in bank, for six hundred dollars, payable in sixty days; I think I gave this
40 note either to Edward Hoffman or Jacob R. Fisher; it was

paid by the money drawn on the mortgage the 1st day of April, 1869.

Quest. Which mortgage do you refer to? [Objected to by Mr. Allen.]

Ans. To the mortgage on my wife's house to Mary Alpaugh, for eight hundred dollars.

Quest. What use was made of the proceeds of this eight hundred dollar mortgage, other than applying six hundred dollars to the payment of the note of February 10th? [Objected to by Mr. Allen.] 10

Ans. Two hundred dollars they, the complainants, got in the fall, in September, on the Beavers note to which I have referred, and the amount of that two hundred dollars was embraced in this mortgage, and the complainants received the whole of it; my occupation at this time was that of a house carpenter.

Quest. Subsequent to the purchase of the lumber for the the house in dispute, for whose house was the next bill of lumber, charged by the complainants to you, furnished? [Objected to by Mr. Allen.] 20

Ans. I am not positive, but think it was Christian Hann's that was furnished, I think in latter part of February, 1869; I think there were two bills got in February, 1869, for two different houses, Hann's and William Fry's.

Quest. Before purchasing these bills, did you have any conversation with complainants respecting the premises in question?

Ans. I did; I talked with Jacob R. Fisher; these parties wanted me to build their houses, I mean Hann and Fry; I went down and saw Jacob R. Fisher in the rear of the hardware store; I told him that I had an opportunity of contracting some houses, and I had come down to see if they could furnish me some lumber; he asked me whom they were for; I told him whom and who furnished the money; told him I was a poor man, and wanted to do something if I could; told him I would try and pay him for whatever I got; he asked me if I didn't have a house and lot at High Bridge; I told him, no, sir; he asked me if I didn't build one there; I told him I did, but it was for my wife; further I told him I didn't want to buy anything on the strength of 40

that lot, it was not mine, but I would try and pay for whatever I got if they could furnish it, and he said all right, and furnished the lumber.

Quest. When did the carpenter work on the house in dispute commence ?

Ans. I think the carpenter work commenced about the middle of September, 1868.

Quest. At that time were you employed in building for any one—and if so, for whom ? [Objected to by Mr. Allen.]

10 *Ans.* Just at that time do you mean ? [Mr. Voorhees says, yes.] Well, really I don't know how to answer that question ; I was not individually employed by any one.

Quest. State what was the labor for carpenter work on the house in question worth at the time it was done—who did it ? [Objected to by Mr. Allen.]

Ans. From \$275 to \$300 should cover it ; Joseph C. Bowers and Abraham Apgar did the principal part of the work.

[Here the witness stepped one side and, by consent of parties, Cyrenus A. Johnston was examined. At the close
20 of his testimony the examination was adjourned to Saturday, the 25th of January instant, at 9½ A. M.]

Saturday, 25th of January, 1873. The examination of witnesses continued, in the presence of George A. Allen, esq., of counsel for the complainants, and of Theodore J. Hoffman and John N. Voorhees, esq's, of counsel for the defendants.

Cornelius S. Hummell resumes and says—

Quest. At the time your wife purchased the premises in controversy, March 31st, 1868, what was your indebtedness,
30 all told ? [Objected to by Mr. Allen.]

Ans. \$75 would have paid all the bills I owed, I think.

Quest. At that time did you owe the complainants anything ?

Ans. Not to my knowledge.

[Witness being shown receipt, dated February 29, 1868, and marked *Exhibit E*, on the part of the defendants, says]—that is a receipt from Jacob R. Fisher on behalf of complainants, and is in full for all claims of every kind due from

me to complainants, up to the date thereof; the first bill purchased by me subsequent to the date of this receipt, marked *Exhibit E*, was hemlock fencing, purchased last of June, 1868, or it may have been in May, 1868.

Quest. Previous to the purchase of lumber in September, 1869, for the house in controversy, what was the whole amount of your indebtedness to complainants? [Objected to by Mr. Allen.]

Ans. I should think \$24 or \$25 would have paid it.

[Witness being shown schedule of complainants, on which 10 the judgment set out in complainants' bill was entered, and marked *Exhibit F*, on the part of the defendants.]

Quest. Is that the schedule which was served on you in behalf of complainants, and on which their judgment herein was entered up? [Mr. Allen objects both to the schedule and the question.]

Ans. Yes, sir.

Quest. Take that schedule and compute from it the amount of your indebtedness to complainants up to September 9th, 1868? [Mr. Allen objects to the question.] 20

Ans. \$23.33.

Quest. I want you now to state fully how it happened that the deed for the premises in dispute was made to your wife, and also state fully how the property was paid for, as far as paid for, how the house was built, who by, and everything connected with it, so far as you have any knowledge?

Ans. It was my wife's ambition to get herself a home, that she didn't have to move; she wanted me to buy a lot; I told her that I objected to buying a town lot, besides, I couldn't see any way myself to buy; she said she would 30 have a home; if I didn't buy she would, and she would call on me to pay her back the money I had borrowed; I told her very well, if she could see any way to go ahead; in a short time after, she told me she had bought a lot of Andrew Cregar, and she wanted the \$50 of the money that I had borrowed, to put with \$200 that she was to have from her brother, to pay for the lot, and then her brother could not furnish the \$200; then I saw Mr. Cregar, asked him if he had sold my wife a lot; he said he had, for \$250; my wife saw Mr. Cregar, and told me that Mr. Cregar would take a 40

mortgage for \$200, and told me to get the \$50, that she wanted to make a payment; I did so; I presented her with the \$50, money that I had borrowed of her; she looked at it, counted it over, handed it to me, and said, we will go over to Mr. Cregar's house and get the deed; we did so.

The counsel of the defendants here says to the witness—state in this connection how your wife obtained the fifty dollars which you have stated she loaned you, and which constituted the amount paid to Cregar for this deed?

10 Three days after we were married, she loaned me fifteen dollars in cash; I don't know how she got it.

Counsel says, you know it was not from you.

Witness answered yes; I do know that it was not from me.

She said she had earned it by hard labor, but would loan it to me if I would pay it back; I told her I would, and she let me have it; she had a cow that she sold for eighteen dollars; she loaned me that on the same conditions.

Quest. Where did she get this cow from?

Ans. From her father; and then she washed for George
20 Myers, and mended for him to the amount of nineteen dollars and fifty cents; she loaned me that, with the exact understanding that she wanted a home, and she wanted the money to use for that purpose, and I paid her fifty dollars; she told me the deed was made to her, and I said all right; I further told her if I bought I would buy out in the country; she said she was satisfied with a home, though it was small; she then asked me what I could put up a house for on the lot; I told her it was owing to the size; said she did not want to mortgage over a thousand dollars; if I could build a
30 house for that, she would try and make the arrangements to build; then she asked me where I thought she could get the money; I told her I didn't know; I think she told me then she thought that Mary Alpaugh would let her have the money, I should go and see her; I didn't want to go; she insisted that I should go; she said if I didn't, she would go herself, and then she would get somebody else to build her house; she was determined not to move any oftener than she could help it; she not being fit to go I went, and asked
Mary Alpaugh if she would loan my wife a thousand dollars
40 to put in a house, and take a mortgage; she said she couldn't

promise a thousand dollars, but would promise eight hundred the first of next April; I went home, told my wife what she had said; she then asked me if I would go and see the Clinton Station men, and see if the lumber could be got, payable when the mortgage would be given; I did so; they agreed by having two hundred dollars on delivery; they would take a note at sixty days previous to the first of April, which could be met at the bank when the money was drawn on the mortgage on the first of April, 1869; I told her of the arrangement; she asked me if I could build the house 10 with that much money; I told her I could, I thought, by doing all the work myself, that is carpenter work; she asked me if I would do it, I told her I would; I then went to work making arrangements to put up the house; the lumber was delivered, two hundred dollars paid, drawn from Mary Alpaugh before the foundation was up; Malachi Neighbor purchased a lot, and wanted to build; he came to me and wanted me to do his work; I agreed to do so; I told my wife about it, and she didn't like it; she then asked me if I would look after her job, and put it through; I told her I 20 would; I put my 'prentice boy on it to frame it; his name is Abraham Apgar; I layed it out and he framed it; I was then working for Elias T. Wood, and then Joe Bowers came to me and wanted a job; I enquired his wages; he wanted \$2.50 a day; he wanted me to board him; I told him I didn't know about that, I would see my wife; he said if I didn't board him, I must make arrangements to pay his board, and then pay him his wages.

Adjourned to meet at the house of John B. Weller, in Clinton, on Wednesday, the 29th of January, 1873, at 10 30 A. M.

January 29th, 1873. The examination of witnesses resumed at Weller's, in Clinton, in the presence of George A. Allen, esquire, of counsel for the complainants, and of Theodore J. Hoffman and John N. Voorhees, esquires, of counsel for the defendants.

Cornelius S. Hummell resumes his evidence. And was to

pay him (Bowers) his wages, less his board ; I then told him that I would see my wife ; I went and saw her ; stated the case ; she asked me if he was a single man ; told her I did not know, but he wanted to board ; she asked me where he was going to work ; I told her I had not determined ; she wanted to know if he wouldn't work on her house ; I told her he could if she wanted him ; she said she would board him under them circumstances ; that she wanted me to see that she got her board money, to help her on her house ; I told her I would, and put the man to work ; I then told her that as I could not work on the house he would make a good foreman ; she said all right, that I should look after the job, and put it through as cheap as possible, and I did so ; then being employed for Mr. Neighbor, and couldn't find boarding places for the men working on his job, she told me if I would agree that she should have the surplus money, she would board the men ; I told her it was too hard for her ; she said I shouldn't mind that, she was willing to work hard if she could get a house, and she boarded five and six men, working under me on Mr. Neighbor's job, and told me that I should secure her board, and with that board money see that her mechanics and other bills were paid ; I did so as fast as the money came in my hands ; she boarded these five or six men the best part of three months ; her board was \$5 a week ; by the surplus money that I spoke of, I meant the money left after paying the provision bills ; the one-half of the \$5 per week was considered surplus money to pay her for her work, the beds and the profit. [Mr. Allen objected to all of the foregoing question and answer, especially the colloquies between the witness and third parties, and his wife.]

Quest. Did the \$200 and the \$600 which you say was paid to complainants for the material furnished by them in constructing this house, pay and satisfy all the materials purchased from them for this job ?

Ans. It was so meant and paid.

Quest. What wages were paid to Abraham Apgar, the apprentice, of whom you have spoken, for the work he did upon the property ? [Objected to by Mr. Allen.]

40 *Ans.* Fifty cents per day.

Quest. What was the total amount paid for the carpenter work on the premises in controversy?

Ans. At the time it was done and the prices that was paid, \$300 I think, would build the house and fences.

Quest. Joseph H. Fowler swears that in a conversation he had with you about the time of the purchase of this lot, you said to him that you wanted to raise some money to pay on the lot; did you ever have such a conversation with him? [Objected to by Mr. Allen.]

Ans. I cannot recollect of any conversation of the kind. 10
[Witness being shown paper dated September 21st, 1868, marked *Exhibit G* for the defendants, is asked]—

Quest. Is that the receipt from complainants for the \$200 cash, that was paid on account of the lumber furnished by complainants for this house?

Ans. I believe that is the receipt.

[Witness being shown a note dated February 10th, 1869, for \$600, and marked *Exhibit H* for the defendants, is asked]—

Quest. Is that the note that you have spoken of, as paid to complainants for lumber and materials used in the construc- 20
tion of the house in controversy?

Ans. I believe it is.

[Witness being shown receipt dated March 10th, 1869, for \$300, signed J. R. Fisher, president, marked *Exhibit I* on the part of the defendants, is asked]—

Quest. For what was that receipt given? [Mr. Allen objects to the question.]

Ans. It was given for money I paid for lumber I bought of them, complainants.

[Mr. Allen objects to the paper; also, witness being shown 30
a receipt for \$500, dated July 19, 1869, signed by Ira C. Harvey, acting superintendent, marked *Exhibit K* on the part of the defendants, is asked]—

Quest. For what was that receipt given?

Ans. Money paid for lumber that I purchased of complainants. [Paper objected to.]

[Witness being shown receipt dated July 16th, 1869, for \$175, and marked *Exhibit L* on part of the defendants, is asked]—

Quest. For what was that receipt given? [Mr. Allen objects to the question and the paper.]

Ans. It was paid for lumber and materials furnished by complainants.

[Witness being shown receipt dated July 8th, 1869, for \$210, and marked *Exhibit M* on part of the defendants, is asked]—

Quest. For what was that receipt given? [Objected to.]

Ans. Money paid for material and lumber furnished.

10 [Mr. Allen objects to the paper marked *Exhibit M* on the part of the defendants.]

[Witness being shown a paper marked *Exhibit N* on part of the defendants, signed Harvey & Company, for complainants, is asked]—

Quest. Is that the bill made out by complainants for the lumber used in the construction of the house in controversy?

Ans. That is the bill they furnished; there is there seventeen hundred feet of hemlock boards more than was necessary in building that house.

20 *Quest.* Did you have any hemlock lumber for building this house, other than that stated in *Exhibit N* for defendants—and if so, about how much?

Ans. There might have been a hundred or two feet.

Quest. What was the whole cost for labor on that building?

Ans. As near as my memory serves me, \$475.

Cross-examined.

Witness being shown *Exhibit F* on the part of the defendants, and a credit of July 20th, 1869, thereon, to him, of \$500, is asked—whether the receipt, *Exhibit K*, on defendants, and this credit are for the same sum, or whether he paid two different sums of \$500 each, one on the 19th, and the other on the 20th of the same month?

Ans. The amounts agree, the dates do not; I cannot tell; I paid money at different times, always charged them to credit me; got a receipt sometimes, sometimes didn't.

Quest. To whom did you pay the \$500 credited on *Exhibit F*, July 20th, 1869?

Ans. I can't say positively; well, I sometimes paid money to Edward Hoffman at the office, sometimes to Mr. Fisher,

and I think I paid Peter F. Hoffman, and I paid Ira C. Harvey; I paid to him twice from the office; twice at High Bridge I think; it strikes me that I paid the \$500 in *Exhibit K* with money drawn out of the building I built for John D. Cregar at the High Bridge; I think I paid the money to Harvey at High Bridge.

Quest. Now then, if the next day you paid another \$500, where did you get that from, and to whom did you pay it, and where?

Ans. I don't know that I can say at the present time, I 10 did have letters, but I havn't them now, where they wrote to me asking for a \$1000; don't know that at this time they did; the letters are worn out; I don't want to do you injustice, or me; can't say positively, I paid a sight of money.

Quest. Did you ever pay them, on two consecutive days, \$500 each day?

Ans. I cannot swear positively that I did not, or that I did, but always tried to raise the money when they called on me.

Quest. Swear, to the best of your recollection and belief, 20 whether, the day after you paid Harvey, at High Bridge, this \$500, you paid the complainants another \$500?

Ans. To the best of my recollection and belief I always did try to pay complainants, whenever they called on me, all they called for, whether it was one, two, three, or four days, or a week.

Quest. Repeated, and witness requested not to evade the question, but to give a direct answer.

Ans. The best of my recollections are, that I cannot swear 30 positively whether I did or did not.

Quest. State from whose hands Harvey received the money for which he gave this receipt, *Exhibit K*?

Ans. I think he received it from my hands, yet I am not positive; if he did not receive it from my hands I do not know from whose he would.

Quest. Did he not receive it from Cregar's hands, who refused to pay it except to the furnishers of the material?

Ans. I don't think he did.

Quest. To whom did you pay the money, *Exhibit L*?

Ans. Edward Hoffman, I think. 40

Quest. State whether you recollect that that receipt was truly dated the day you received it?

Ans. I do not recollect; could not swear positively.

Quest. Where did you pay it?

Ans. I think at the office at the Clinton Station.

Quest. Did you pay them that precise sum, the day previously being another and different lot of money—and if so, to whom and where did you pay that?

Ans. I cannot say positively as to that matter; I bought
10 a good deal of lumber; paid a good deal of money; always instructed them to keep the books straight; they told me they did, and so I left it.

Quest. Did you pay them any money on the 15th of July, 1869?

Ans. I cannot say positively that I did or did not.

Quest. Do you remember going down to their office and examining your account in their books with Jacob R. Fisher? [Objected to by Mr. Voorhees.]

Ans. I remember of examining the books with Ira C.
20 Harvey, and, I think, Mr. Fisher was by.

Quest. Do you recollect, on that occasion, comparing your receipts with the books, and admitting that you were credited for all the money which you had paid them?

Ans. I don't think the complainants ever compared receipts, as given to me, with their books, in my presence; Mr. Harvey and me went over the books as they were posted, to know how I stood; he called for all my indebtedness to them and others; I think it amounted to \$2250 at that time; he then took my income, and he said it was \$3600, and then,
30 I think—I am positive—that Jacob R. Fisher said I was all right, put his hand on my shoulder, and said I was making money; I went home pleased, and so told my wife; I do not recollect that I admitted, on that occasion, that I was credited on the books for all the money that I had paid; I will make a statement—at the time referred to in your question our business matters were about closed; I went down to their office, and found Mr. Harvey and Mr. Fisher, and, I think, Edward Hoffman, but am not certain as to Hoffman; they had written to me to come and look over our ac-
40 counts; I had no receipts or bills with me; looked over their books, and they brought me in debt about \$3000; this

made me squirm; I asked them if it was right, and they went over the books again and made it about \$2000 that I owed them; I asked them if that was right; they said it was; I think I had previously, on that day, asked them if they had given me credit for all the moneys that I had paid them, and they said they had; I then said if you have me credited for all the money I have paid you, and your charges are right, that is the way the figures stand; and I think further that I told them that I did not know what to do, to pay them; they said they wouldn't be hard with me, would give me a chance to pay it; I told Mr. Harvey, either right there or a short time afterwards, that I would confess judgment, or give a chattel mortgage on all I had, and he said no, that won't do, we would have to move in some way, and that might cause others that I might owe to shove, and that would tear me up; I told him I was sorry that things were in that shape; he told me it was a bad step.

Quest. Did you keep an account of the building of the house in controversy?

Ans. I did not.

20

[Witness being shown *Exhibit B*, on part of the defendants, is asked]—

Quest. Did you present that to the complainants as the order for the frame?

Ans. I think I did; can't say positively to which one; it seems to me Jacob R. Fisher copied it, yet I am not sure.

Quest. Into what did he copy it?

Ans. I can't say positively whether he took it off on a piece of paper or into the book.

Counsel for complainants shows witness a book, which he says is the complainants order book, and asks the witness if he copied it in such a book.

Ans. Now, it appears to me really that they said something about some sticks 28 feet long that were in the yard, that they wouldn't cut on the mill; and it appears to me they said they would make a minute of it, and make their charges when the order was filled; I cannot swear that I remember seeing them put it in the book at that time; there is none of Joseph H. Fowler's writing on *Exhibit B*, on part of the defendants; he saw it when it was made.

Quest. Did you leave *Exhibit B* in possession of complainants?

Ans. Yes, long enough to copy it, and think I took it with me when I went away; that paper is in my handwriting, the whole of it, I think.

Quest. Tell me when the words "Harriet S. Hummell" were written on that paper?

Ans. I can't tell the exact time; I always had a custom of writing the name of the person on the bill?

10 *Quest.* When were you married?

Ans. It was in September 1861 or 1862; before building, and at the time of building this house, I lived in Andrew Cregar's house at High Bridge; had kept house ever since marriage; went to keeping house the spring following marriage; the principal part of the time after I went to house-keeping, I worked as a journeyman carpenter, sometimes mill wrighting, but for four months I ran a stationary engine; my wife and I have lived together and kept house ever since our marriage.

20 *Quest.* How many different houses had you lived in during that period?

Ans. Four.

Quest. Did you keep boarders at any time previous to those that you have spoken of? [Objected to by Mr. Voorhees.]

Ans. I did not, my wife did.

Quest. When and where? [Objected to by Mr. Voorhees.]

30 *Ans.* The first year we kept house at High Bridge, in Peter A. Beaver's house, had one boarder a good part of the winter season; the next year, in John I. Seal's house in High Bridge, two, I think, can't say how long, probably a couple of months; and then in Andrew Cregar's house, for three years, more or less, think would average two steady boarders, am not positive.

Quest. While keeping those boarders, who furnished the provisions?

40 *Ans.* When my wife told me she wanted anything, I saw it was got when I was at home; I think some of it was charged to my wife and some to me; she always tried to make the board bill pay its own way, and kept what was left.

Quest. Where was anything bought of provisions for the family which were charged to her?

Ans. I think Mr. Andrew Cregar, for milk and butter, &c.; don't remember any others that I can swear positively to now.

Quest. Were these houses, Neighbor's, Haan's, Cregar's, and Fry's, the first you ever built by contract or as boss carpenter?

Ans. No, sir; I built one before that for David L. Everitt; I contracted the work, furnished no material; I built Neighbor's by the day.

Quest. You said in your examination-in-chief, that you meant that the payment of the \$200 and the \$600, which you got of Mary Alpaugh, was on account and for the materials got of complainants for this identical house in controversy; did you so inform them at the time you made such payments?

Ans. They were so informed when the lumber was engaged; for that identical lumber they were to have \$200 on delivery—" \$200 were paid at the time of the delivery"—
[Mr. Allen objected to the writing of this last response before it was written down by the master; not responsive to the question. Mr. Allen stopped the the witness, and told him he didn't want him to state anything that was said at the time he engaged the lumber, but to confine his answer to the question, which is as to what occurred when he made the payment on the 10th of February, 1869.] I paid them by note in bank for \$600, payable in April; I then asked them for a bill of my indebtedness to them; they gave me a paper, saying, due them \$1285 and some cents; that is all that I know of.

August 30th, 1873. The examination of Cornelius S. Hummell resumed, in the presence of George A. Allen, esq., of counsel of the complainants, and of John N. Voorhees, esq., of counsel for the defendants. By agreement of counsel, the examination of C. S. Hummell postponed for the present, in order to examine Mrs. Hummell.

Harriet Hummell, a witness produced on the part of the defendants, being duly sworn on her oath saith—

I am the wife of Cornelius S. Hummell, and one of the defendants in this suit.

[Witness being shown *Exhibit A*, for the defendants, is asked]—Is that the conveyance which describes the lot in controversy in this suit?

Ans. It is; I negotiated for that property with Andrew Cregar; I made the bargain for it with Mr. Cregar; I
10 agreed to pay \$250 for it; I paid that amount for it; at the time I purchased it, it was a vacant lot; of that \$250 was paid in money, and \$200 by mortgage on the purchased premises.

Quest. After you purchased the property, what did you have done with it; was a house erected on it? [Objected to by Mr. Allen.]

Ans. There was.

Quest. State who erected the house, and under what arrangement?

20 *Ans.* Mr. Hummell, my husband, overseen the work; Mr. Joseph Bowers and Mr. Abraham Apgar did the principal part of the carpenter work; Allen Apgar did the principal part of the mason work; I forget the name of the man who did the rest; can't remember precisely who did any of the other work on the house.

Quest. What kind of a roof was put on the house?

Ans. A slate roof; Mr. Case put the roof on.

Quest. Please state under what arrangement the building
30 you have spoken of was erected; you have stated that your husband oversaw the job, state fully what agreement existed between yourself and your husband, as to all the improvements put on the lot? [Objected to by Mr. Allen.]

Ans. The agreement was that he was to oversee the job; I was to get the money to build the house; I was to take boarders.

Quest. Did you get the money?

Ans. I did; I got the money of Mary Alpaugh, \$800; I paid it on the house.

Quest. Do you know whether any of this, Mary Alpaugh's
40 money, was paid to the complainants for material furnished

by them and used on this lot—and if so, how much of it?
[Objected to by Mr. Allen.]

Ans. I believe it was, all of it but the \$200 mortgage.

Quest. What do you mean by the \$200 mortgage?

Ans. I mean all of the \$800 went to the complainants; I spoke before I thought; I did not mean that the \$200 mortgage came out of the \$800; at the time this house was being built, I lived in Mr. Cregar's house at High Bridge; moved from Cregar's house in this house, on lot in controversy; moved in January, 1868, I think; I was not living in this 10 house when I borrowed the Mary Alpaugh money; have lived in it five years.

Quest. During the time you were building your house, was your husband engaged in house building, and if he was, do you recollect for whom?

Ans. He was building a house for Malachi Neighbor, by the day.

Cross-examined.

I did not personally myself pay and money to the complainants, or any of them. 20

Quest. How do you know any money was paid to them?

Ans. My husband brought a receipt.

Quest. All that you know about it you know from your husband?

Ans. Yes; I think Mr. Voorhees has the receipt; when my husband brought the receipt, he kept it in the house till he gave it to Mr. Voorhees.

Quest. Did you hear your husband say anything about his having given a note?

Ans. I did. 30

Quest. Tell what he said?

Ans. He said he would give a note, payable in bank, due 1st of April, that is all I heard him say about it; I heard him say it was due to the complainants; don't know that I paid any money to any of the men that were at work on the house; I received some little money from some of the boarders, in my hands and possession.

Quest. What did you do with these small sums so received by you?

Ans. I gave them to my husband to pay the men for their labor.

Quest. Who received from the men all the rest of the money for their board? [Question objected to, because it is indefinite in not stating what men or when he refers to payment.]

Ans. I told Mr. Hummell he should collect the board money, and pay the bills on the house; I kept an account of the amount, showing how much board money I received.

10 *Quest.* Where is it?

Ans. Mr. Voorhees has it.

Quest. When was this account made out that Mr. Voorhees has?

Ans. It was got out of the book, and put on the paper Mr. Voorhees has, about eight months ago, I think, when we began to come down here.

Quest. What book was it got out of?

Ans. The book we kept time in; Mr. Hummell kept the time; I and my husband made this account out of the book.

20 *Quest.* Is any of the writing on the account Mr. Voorhees has yours?

Ans. No. [Witness says]—let me see the paper A.

Quest. Where is that book?

Ans. Home.

Quest. Was Bowers the apprentice?

Ans. No; Abraham Apgar was the apprentice.

Quest. Who bought and furnished the supplies for the family?

Ans. My husband.

30 *Quest.* Did you own any property, or estate of any kind, or had you any money at the time of your marriage with Cornelius S. Hummell?

Ans. I owned a cow; I had some little money, that is all.

Quest. How much money?

Ans. I had \$25.

Quest. Since your marriage, have you received any property of any kind, or money by gift, devise, inheritance, bequest or otherwise?

Ans. I have boarded men, washed and mended, the rent

money,—I guess that is all ; I mean the rent money of this house in controversy.

Quest. What became of the cow ?

Ans. I sold it shortly after we were married for \$18.

Quest. What did you do with the money ?

Ans. I lent it to my husband.

Quest. To whom was the cow sold ?

Ans. To Mr. Young.

Quest. Did you or your husband sell the cow ?

Ans. My husband. 10

Quest. Did he get the money for the cow of the man that bought her ?

Ans. He did.

Quest. What did he do with it when he got it ?

Ans. He brought it home and gave it to me.

Quest. What did you do with it ?

Ans. I had it awhile, and he wanted to borrow it, and I lent it to him.

Quest. At the time you lent it to him, did you take anything to show for it ? 20

Ans. He promised to pay it back to me ; I did not take any writing to show for it ; I took his word.

Quest. You and your husband, since your marriage, have always lived together as man and wife ?

Ans. Yes, we have.

Re-examination.

I have three children ; their ages are five, three, and ten months ; these are now living ; have lost four children.

Cross-examined.

The four that have died would now be older than the 30 living ones.

Quest. The boarders you speak of, were they the men who worked with and for your husband ?

Ans. I boarded the men that worked on my house, and men that worked on Malachi Neighbour's house, and men that worked on other different houses ; they were men who worked with and for my husband ; there were two apprentices, the rest were journeymen carpenters.

Re-direct.

Quest. The note that you testified your husband had informed you was given to complainants in part payment for material furnished by them for your house, was it paid—and if so, where did the money come from to pay it? [Objected to by Mr. Allen.]

Ans. It was paid; it came from Mary Alpaugh.

Quest. What was the amount of that note?

Ans. \$600.

10 *Quest.* How much money was got from Mary Alpaugh? [Objected to by Mr. Allen.]

Ans. \$800.

Quest. What did Mary Alpaugh take to show for this money? [Objected to.]

Ans. A mortgage on this lot; that mortgage is still outstanding and unpaid.

20 *Quest.* Did you not, previous to your purchasing this lot, board persons who were not in your husband's employ, but who were working in the mines at High Bridge—if you did, who were they, what did they pay you, if anything? [Objected to by Mr. Allen.]

Ans. I did; Mr. Lent, and an Englishman, don't remember his name; they paid me each \$20 a month, and they boarded three months each with me.

Quest. To whom was this board money paid, to you, or to your husband? [Objected to by Mr. Allen.]

Ans. It was paid to me.

Quest. How long before you purchased the lot was this money paid to you?

Ans. The winter of '67, I think.

30

Cross-examined.

They paid it monthly.

Quest. As you got it each month what did you do with it?

Ans. I lent it to my husband.

Quest. What did he do with it?

Ans. He used it.

Quest. What for?

Ans. He paid store bills.

Quest. What were the store bills for?

Ans. Things we had used in the house.

Quest. Wasn't some of it for clothes?

Ans. He promised to pay it back; do you mean clothes for myself? [Counsel says, I mean clothes.] There might have been; I don't think there was any more than some calico; there might have been some muslin; couldn't say positively.

Quest. During the period you boarded these last mentioned men, what business did your husband pursue?

Ans. Carpenter; he worked as a journeyman. 10

Quest. You say he promised to pay you that money back, did he give you anything to show for it?

Ans. He gave me his word; that was all.

Re-direct.

Quest. Was there any agreement between yourself and your husband previous to your boarding these last mentioned men, as to who should have the proceeds of their board—if so, what was it?

Ans. He always told me I could have all the money I could earn, either by boarding men, or in any way that I could 20 earn money; if he borrowed it, he would pay it back.

HARRIET S. HUMMELL.

Sworn and subscribed before me, this 30th day of August, 1873.

JOHN C. RAFFERTY, M. C.

Cornelius S. Hummell resumes his examination.

Cross-examined.

Quest. The last question repeated.

Ans. I will answer it as I told them: I told them there was the money for that \$600 note, from the mortgage to 30 Mary Alpaugh; I think that was all I specified, I thought—

Quest. When you gave the \$600 note, did you inform complainants that it was in payment for the lumber which was got for the house in controversy?

Ans. I did.

Quest. Which one of them?

Ans. Jacob R. Fisher. [The witness says—I will state the case. Mr. Allen says—I don't want you to, and stops the witness.]

Quest. Have you not paid the \$200 mortgage, pending this controversy?

Ans. I don't understand the question; define the word pending, then I will understand it perhaps. [Counsel says—since this suit was commenced. Witness says]—I have not.

Quest. Has it been paid, and discharged of record?

Ans. It has, and another for the same amount put on, the costs have been added on, and a new mortgage for the costs and the amount of the old one.

10 Re-direct.

Quest. Had the complainants brought an action of ejectment against you, on this mortgage and obtained judgment and placed a writ in the sheriff's hands to dispossess you and your wife, and was this the reason that the amount was paid and a new mortgage given?

Ans. It was.

Quest. When was the \$200 in cash paid to the complainants, with reference to the time that the note was given? [Objected to because it had been previously answered and
20 withdrawn.]

Quest. To whom did you pay the \$200 in cash?

Ans. I think to Jacob R. Fisher.

Quest. When that was paid to Mr. Fisher, what passed between you and he, as to what it was paid for?

Ans. It was paid for the lumber for this house in controversy; then Mr. Fisher said that about the tenth of February they would take a note for the balance, at sixty days, in bank, which could be met by the money from the mortgage.

Quest. You state that the \$200 paid in September, 1868,
30 was paid, as you think, to Jacob R. Fisher. [Being shown *Exhibit G* on the part of the defendants, is asked]—is that the voucher for that payment—and if so, explain how it happens to be signed by W. E. Hoffman, treasurer?

Ans. I think it is the voucher for the \$200 payment; I will tell you how I think that was paid; that money, I paid, I think, to Mr. Fisher, Mr. Fisher carried it into the office and told Mr. Hoffman to give me a receipt; I think I remember that distinctly.

C. S. HUMMELL.

Sworn and subscribed before me, this 30th day of August, 1873.

JOHN C. RAFFERTY, *M. C.*

The further examination of witnesses before me adjourned to Friday, the 19th day of September, instant, at half-past 9 o'clock A. M.

Cyrenus A. Johnson, of the township of Bethlehem, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

I am a carpenter; have been for twenty-five years; live 10 about five miles from the High Bridge, and have lived there ten or twelve years; I went to the premises in controversy some two months ago, and made an examination of the house for the purpose of estimating the lumber and the cost of construction of the house; the carpenter work, in my judgment, should have been done for about \$300; as near as I can figure, the lumber, sash, and doors used in the building should have been furnished for about \$800; to make 20 this amount, I added ten per cent to what should have been the actual value of the lumber used; it is usual in making estimates to make that allowance; I know Jacob R. Fisher; I think in 1870, either last of May or first of June, Mr. Fisher told me that the lot was in Mr. Hummell's wife's hands; this lot in controversy.

Cross-examined.

This allowance of ten per cent. was for waste; I made the prices of lumber as near as I could, to correspond with the prices at the time the lumber was furnished, as near as I could, and the prices now; prices have not varied much; in my estimate I allowed \$2.75 for carpenters wages per 30 day, carpenter to board himself; I don't know that the price for sash has varied much between that time and now; once in a while glass will go up and then go down; this talk I had with Mr. Fisher was at the lumber yard; don't know that any body was by; I don't recollect that there was; was frequently there; I bought a sight of lumber there; gen-

erally dealt with Jacob R. Fisher; the way that I fix the time of this conversation with Fisher is, that I think it was the time I was building a house for Wm. A. H. Tunison, and I went to the yard to get some mouldings for the outside; didn't make any memorandum; can't recollect when I was first spoken to about my conversation with Fisher; I think it was in the past two months, though; I couldn't give the precise words further than I have told you; I—

Quest. Do you mean to say that you have given the exact
10 language that Mr. Fisher used?

Ans. As near as I can recollect.

Quest. Do you mean that you can and do recollect the very words he used?

Ans. I recollect that he told me that the lot was in Hummell's wife's hands; I never would have thought about that again, if my attention had not been called to it; it was called to it in the last two months by Mr. Hummell; it appears Mr. Fisher told him, Hummell, that he and I had had a conversation about it.

20 *Quest.* How does that appear?

Ans. Fisher must have told Hummell, as I don't recollect that I ever told any body about it; I forget exactly how many days work I allowed for the carpenter work; it was something over a hundred days; there were eleven doors that I counted in that house, some eleven or twelve windows, I think; I recollect that I made an estimate of the windows at the time, how much they would cost, and throwed them together like; the house was thirty feet deep, the front next
30 the road was twenty feet, then there was a wing off the back end eight by fourteen.

C. A. JOHNSTON.

Sworn and subscribed before me, this 23d day of January,
A. D. 1873.

JOHN C. RAFFERTY, *M. C.*

January 5th, 1874. The examination of witnesses resumed in the above entitled cause, in the presence of George A. Allen, esquire, of counsel for the complainants, and of John N. Voorhees, esquire, of counsel for the defendants.

David L. Everett, a witness produced on the part of the defendants, being duly sworn, on his oath saith—I reside at High Bridge; have lived there about thirty-five years; I follow blacksmithing and wheelwrighting, and sell iron and steel; have quite some experience in building houses at High Bridge; have in the last ten or twelve years built ten or twelve houses at High Bridge; in '68 I finished a house off, I know, and I think one in 1869; generally built a house every year, sometimes two; am acquainted with the Harriet Hummell house and property, the property in controversy in this case; have known the property ever since the house was built; I was acquainted with the price of building materials at the time this house was built.

Quest. What in your judgment, was the value of the lumber used in the construction of the Harriet Hummell house, the same having been furnished in the fall of 1868, and in the first two or three months of 1869; include in this estimate the doors and window-sash? [Objected to by Mr. Allen.]

Ans. Well, about \$800 would be my judgment.

Quest. Had you considered the subject matter of the last 20 question, previous to your attention being now called to it?

Ans. Yes, sir, I have; I have always been acquainted with the members of the Clinton Station General Merchandise and Manufacturing Company, ever since they have been at Clinton Station.

Quest. Had you any conversation, in 1868, with either of the officers of this company, relative to the ownership of the Harriet Hummell premises—and if so, state with whom, and where, and what was said?

Ans. I had a talk with Peter F. Hoffman; I don't know 30 whether he was an officer or not, he was one of the firm he asked me if I knew anything about that property, how it was; I told him I didn't know, only what I had heard, that Mrs. Hummell had the deed for the property; this conversation took place at Clinton Station, at the office of the complainants; I think it was the last part of the summer of 1868; I know I had just finished off a house at High Bridge; Jacob R. Fisher and Ira C. Harvey were present.

Cross-examined.

Quest. Have you stated the only means you have by which you fix the date of the conversation ?

Ans. I couldn't tell exactly when it was, but I know it was shortly after I finished a house for Peter C. Beaver's son ; I don't know that I have any other particular means ; I was not interested in this matter in any way.

[The witness was asked by Mr. Allen]—had you any interest in this matter in any way? Witness answered—I
10 was not interested in this matter in any way ; and added as follows : I told Mr. Hoffman where I had my authority for conveying the deed ; I told Mr. Hoffman who had told me that Mrs. Hummell had a deed for it, and given a mortgage and paid fifty dollars on it. [The above, from the first bracket, written at the request of Mr. Voorhees, and objected to by Mr. Allen, as not responsive to his question.]
I am a blacksmith by trade.

DAVID L. EVERETT.

Sworn and subscribed before me, this 5th day of January,
20 1874.

JOHN C. RAFFERTY, *M. C.*

William E. Hoffman, a witness produced on the part of the defendants, being duly sworn, on his oath saith—

Am not the secretary and treasurer of the complainants.

Quest. Within the last two minutes, and previous to your being sworn herein, and before you were paid your witness fee, did you not state before us all that you were the secretary and treasurer of the complainants ?

Ans. I said that I was, but I am not secretary and treasurer now.

Quest. When did you cease to be secretary and treasurer, and who succeeded you ?

Ans. August 30th, 1870, Jacob R. Fisher succeeded me ; George M. Freel is the present secretary and treasurer ; he was elected at our last annual meeting, about one year ago ; the company is still in existence ; I am a director and collecting agent ; I have with me part of the books of the company for 1868 and 1869 ; I think I have the books of

company that contain the account against Cornelius S. Hummell, upon which complainants' judgment in this cause was entered.

Quest. Please produce those books, and give us from them every item of account contained therein against Cornelius S. Hummell, for materials furnished in the erection of the dwelling-house in controversy, and for all other materials furnished for any purpose for these premises? [Mr. Allen objects to the question and the books, and any answers responsive to the above question.] 10

Ans. The first item is—[and here Mr. Allen instructs the witness to say, there are the books, examine them for yourselves; the accounts are long, and I have something better to do than to sit here, while the witness calls the items and the master writes them.]

[The witness here says]—here are the books of these accounts; it is a long and a tedious account, and as the counsel for the defendant has been over this account, he can easily examine the books at his leisure; that is all.

Cross-examined.

20

Quest. Can you tell by the books which of the materials charged in the account went to the Hummell property? [Mr. Voorhees objected to it, because the counsel won't permit the witness to testify in chief in relation to this subject matter as contained in the question which the witness, under the direction of counsel, has just refused to answer.]

Ans. I think there is one charge marked as giving to the Hummell property a small charge.

Quest. Repeated. [Objection repeated.]

The master repeated and asked the witness if he understood the question. 30

[Witness says]—I understand the question well enough; I don't know how to answer it without making too much writing; I cannot tell by the books of any except one charge, which I think is all that is marked as going to the Hummell house, and that was a small one.

Quest. When did Mr. Voorhees go over the account, and did you render him all the assistance possible therein? [Objected to as no cross-examination, and irrelevant.]

Ans. On Saturday, November the 22d, 1873; I believe he was satisfied, as I showed him the whole account from beginning to end. [Answer objected to by Mr. Voorhees as not responsive.]

Direct re-examination.

Quest. You have sworn that I examined your books with you, relative to Cornelius S. Hummell's account; after that examination and previous to your being sworn as a witness to-day, were you not requested by me to bring with you here
10 those books, that I might examine you with reference to them? [Objected to by Mr. Allen.]

Ans. Yes.

Quest. Will you give us from these books, the sum total of the account of C. S. Hummell up to March 4th, 1869?

Ans. This account runs over several pages in both ledgers, and is not carried forward on each page, nor is the interest averaged on the account, and it would take me probably a day to average this interest to the time named.

Quest. I did not ask you to average the interest; and do
20 you swear that the account of Hummell up to the date I named, covers several pages in your ledger?

Ans. On looking at the ledger, I find the account on two different pages.

Quest. Does it cover two pages, or only a part of two pages?

Ans. There are several accounts on each page, and this is on two pages of the ledger.

Quest. About how long would it take you to foot it up on both pages?

30 *Ans.* I don't know.

Quest. State as near as you can?

Ans. I made a mistake before; instead of being on two pages it is on four; it would probably take me ten minutes to foot it all up.

Ques. Did you employ counsel in this case for complainants, and have you had, as the agent of the complainants, the general management of this suit so far as it has been managed by the complainants?

Ans. The counsel for us in this suit had done business for

the company—[Mr. Voorhees interrupts witness and says to him, that is no answer to the question—witness continues,] and for that reason he is employed in this suit.

Quest. Repeated.

Ans. I have assisted other members of the company in this suit, but have not had the whole charge of it; the company employed the counsel in this case.

Quest. Did you not employ this counsel for the company?

Ans. Mr. Allen has done all the company's business in the way of collecting, and I sent him the account to collect, 10 the same as I have sent him others, before and since.

Quest. What is your age?

Ans. Thirty years, October 25th, 1873.

Quest. I have asked you repeatedly, and now ask you again, whether you did not, in behalf of complainants, employ Mr. Allen in this case, and I now show you the bill of complaint that he filed, that you may not mistake the question?

Ans. I sent him the items of the bill, as taken from the books of the company, and he sued on it and got judgment, 20 I suppose.

Quest. The paper that I just handed to you was the bill of complaint in this cause, and my question was as to this suit, commenced by this bill of complaint; will you please answer as to whether you did not employ the counsel who filed that bill in behalf of these complainants?

Ans. Mr. Allen is their attorney, and has done all their business for a long time; I don't know who gave him their first business, but when the books were put in my hands for settlement, I think it was talked among the directors— 30 [Mr. Voorhees here says to witness—you know this is not an answer to the question, and says—won't you answer the question, and asks the master to read it to him again. Question re-read. Witness says]—The company employed him; I don't know what more to say.

Adjourned to 2 p. m.

Two p. m., examination resumed.

Re-cross-examined.

Quest. Since the adjournment, have you footed up the account to March 4th, 1869; what is the sum total to that date?

Ans. The sum total is twenty-three hundred and eight dollars and fifty four cents. (\$2308.54.)

WILLIAM E. HOFFMAN.

Sworn and subscribed before me, this 5th day of January,
10 A. D. 1874.

JOHN C. RAFFERTY, M. C.

This examination is adjourned to Friday, 16th of January, instant, at 10 A. M., with the understanding that the testimony on the part of the defendants is closed, with the exception that the defendants are to be permitted to examine Cyrenus Johnson, at that time, subject to Mr. Allen's objection, that he cannot be examined again without order of the court.

20

January 16th, 1874. The examination of witnesses in this cause resumed, in the presence of George A. Allen, esquire, of counsel of the complainants, and of John N. Voorhees, esquire, of counsel for the defendants.

Cyrenus A. Johnson, being recalled under the foregoing stipulation, is asked by the counsel of the defendants—

Quest. In your previous examination you testified that Jacob R. Fisher told you, either the last of May or the first of June, 1870, that the lot in controversy herein was in Mr. Hummell's wife's hands; can you state with certainty when it was that Mr. Fisher told you this; and if you can, how you fix the time with certainty? [Mr. Allen objects to the question.]

Ans. The way I fix the time is by going down there to get a quarter round or moulding, as you call it, for William A. H. Tunison's house, which, according to the date in my book, was in either May or June, 1869. [Mr. Allen objects to the answer.]

Quest. When did you complete the Tunison house? [Mr.

Allen objects, because the witness has been examined previously in his former examination on this subject.

Ans. Now I couldn't tell exactly; I think it was in September, 1869; there was some little work done on the outside of the house in the spring of 1870, spring or summer, I don't know which it was; it was the next season.

Quest. The moulding, or quarter round as you call it, was that used in the inside of the house, or not?

Ans. On the outside.

Quest. How do you know that it was in 1869, and not in 10 1870, that you got it?

Ans. By the date of my books. [Mr. Allen objects to the last question and answer.]

S. A. JOHNSTON.

Sworn and subscribed before me, this 16th day of January,
A. D. 1874.

JOHN C. RAFFERTY, *M. C.*

Jacob R. Fisher, a witness produced on the part of the complainants, being duly sworn, on his oath saith—

At the time of a portion of these purchases I was president 20 of the company, am still interested; I took Mr. Hummell's orders for a portion of the goods that he purchased for this house; he informed me that it was for the house he was going to build for himself; I have the order book here. [The witness produces the book, and says]—this is it. [The book offered as an exhibit, and marked *Exhibit No. 1* on the part of the complainants.] The first order is contained on page marked with pencil, August 22d, 1868. The entry of the order, with the exception of the two last items, is in my handwriting. [Mr. Voorhees objects to the order book, be- 30 cause it appears by inspection that it is only a copy of an original order not produced.]

Quest. From what did you write that order? [Objected to by Mr. Voorhees.]

Ans. From a memorandum which Hummell had; I don't remember that he gave me the memorandum or not.

[Witness being shown a paper marked *Exhibit B*, on the part of the defendants, is asked]—

Quest. Is not that the memorandum which he had, with the exception of those words on the top?

Ans. I think so.

Quest. Do you recollect whether he gave you that to copy from, or did he call it off?

Ans. I think he called it off.

Quest. Did he leave that with you or take it away with him?

Ans. He didn't leave it; he must have taken it away with 10 him, evidently.

Quest. The words "Harriet S. Hummell," on *Exhibit B*, were they there at the time you took the order? [Objected to by Mr. Voorhees, because the witness has already stated that the items (here Mr. Allen objects to the writing of what the witness has already stated) on that paper were called off to him.]

Ans. They were not.

Quest. When did you first hear or know that Hummell had put this property in his wife's name? [Objected to by 20 Mr. Voorhees.]

Ans. It was towards the close of our business.

Quest. Give a date?

Ans. Say the latter part of the year 1870, or the early part of 1871; I remember a conversation with Cyrenus A. Johnson; I have heard his evidence.

Quest. When did that conversation occur?

Ans. That conversation occurred when I and Mr. Johnson were looking over and making a settlement of our accounts; it was not earlier than the fall or winter of 1870; I can't 30 state exactly when; it was towards the close of our business that Hummell and I went over the books and examined his account; he wished me then to draw a copy of his whole account, which we did for him; he and I examined the copy that was drawn for him, item by item; don't know whether he took it away with him or not; don't remember that I have ever seen it since; don't think I have; I heard David L. Everitt's testimony as to a conversation in the office.

Quest. Is that true or false?

Ans. That conversation did not happen in my presence at that time.

[The witness being shown two papers, marked *Exhibits Nos. 2 and 3*, on the part of the complainants, is asked]—what those papers are? [Witness says]—they are shipping bills of lumber sent to C. S. Hummell, the defendant, to fill the order of August 22d, 1868, undoubtedly; the papers marked.

Cross-examination.

I don't know in whose handwriting those *Exhibits* marked 10 *Nos. 2 and 3*, on part of the complainants, are.

Quest. Do you know who ordered the lumber, in behalf of complainants, contained in these exhibits?

Ans. I believe Hummell did; I misunderstood the question; we ordered our own men to cut it; we were cutting lumber ourselves; which one sent this order I don't know; sometimes one and sometimes another would send the order.

Quest. In whose handwriting and when, was the entry of August 22d, 1868, in pencil on *Exhibit No. 1* made?

Ans. That is in my handwriting, and I don't remember 20 that it was made at that time; don't remember when it was made.

Quest. Don't you remember that it was made since this suit has been pending?

Ans. I think it was.

Quest. At the time you had the conversation with Cyrenus A. Johnson, of which you have spoken, did he settle his account, or did you and he only look it over?

Ans. The account was not settled, not balanced up, not closed, I am sure.

Quest. Was there any entry of any kind made in your books at the time of that conversation, as to the account of Johnson and your company, or don't you remember?

Ans. I think Mr. Johnson gave us a note; that would have been credited on our books.

Quest. Have you examined your books, or been shown by any one, any memorandum in your books of this note?

Ans. I have, this morning.

Quest. Whom by, if shown?

Ans. I looked at the book myself.

Quest. You have stated that you think *Exhibit B*, on the part of the defendants, was the paper from which Hummell gave you the order for the lumber for the house in dispute; how do you know that this is the paper?

Ans. I judge so from its correspondence with the order on our order book; as far as this order goes, it agreed with an order on our books, with the exception of the words "Harriet S. Hummell," in pencil on the top; that is the
10 only way I tell the paper.

Quest. Then any other paper that had the same entries on it as to lumber, could not be distinguished by you from this one?

Ans. I don't think it could.

Quest. I want you to state fully all that was said and done either by Mr. Hummell or yourself, at the time he ordered this lumber; can you do so?

Ans. When Mr. Hummell came to order this lumber, he told me he wanted to build him a house, and wanted to
20 know if we could furnish him the lumber; he showed me his bill that he had made out, said he wanted us to make his window-frames, sash, doors, and do a considerable cutting for him, what we could do at the mill for him, dressing and planing up the lumber; I told him he had better see Mr. Hoffman about it; any arrangement he made with him would be all right, so far as I was concerned; he saw Mr. Hoffman, and we arranged to sell him the lumber.

Quest. What arrangement was made as to pay for this lumber?

30 *Ans.* I am not sure; Mr. Hoffman knows more about that than I do.

Quest. Did you not understand that the arrangement as to pay was, that you were to have some money when the lumber was delivered, and the balance when the mortgage was given, the following 1st of April?

Ans. I couldn't say positively about that; I depended upon Mr. Hoffman (Peter F. Hoffman) making the arrangement.

Quest. Don't you know that the arrangement contained in

the last question was talked about by Hummell to you when this lumber was ordered, or about then ?

Ans. It is possible, but I can't call it to mind.

Quest. Did you not get, on account of this lumber, \$200 in cash, about the time of its delivery ?

Ans. I couldn't tell without reference to the book.

Quest. Can't you tell without reference to the book, that you got some money on account of this lumber, and don't you know that a note for \$600, payable in Clinton Bank, was given by Hummell in February, 1869, for this same 10
lumber, in pursuance of the original arrangement to purchase ?

Ans. I find on reference to the book, that on September 21st, 1868, there was a credit on account of \$200 ; September 30th, 1868, there is a credit of \$55.08, on account ; February 10th, 1869, there is a credit of \$600, on account.

Quest. Last question repeated ?

Ans. I know of no money being paid on account of any particular lumber, and I don't know that a note for \$600, payable in Clinton Bank, was given by Hummell in February, 1869, for this same lumber, in pursuance of the original 20
arrangement to purchase.

Quest. Do you swear that the payment of \$200 cash, September 21st, 1868, and this \$600 note, were not paid on account of this particular lumber, or don't you know anything about it ?

Ans. I know from the books that there were such payments, but I never knew they were to pay any particular items of the account.

Quest. Do you mean to say that you do not know that it 30
was a part of the original agreement as to the purchase of this lumber, that no special way was talked of or agreed between Hummell and you or your company as to where the money was to come from to pay for the lumber ?

Ans. So far as I am concerned myself, I made no special arrangement with Hummell, but directed him to Peter F. Hoffman to make the arrangement, as I said before.

Quest. In Hummell's talk with you, was nothing said by him to you as to where the money would come from to pay for this lumber ?

Ans. There might have been something said of that kind, but I cannot particularize.

Quest. Didn't you understand that your company got the proceeds of the \$800 mortgage of Mary Alpaugh's on this house?

Ans. I don't know anything about it; I have a indistinct recollection of hearing Hummell talk about Mary Alpaugh, but I can't tell what it was, and I don't know whether we ever got the Mary Alpaugh money or not.

10 *Quest.* Can't you state anything Hummell said to you when he ordered this lumber, on the subject of how or when it was to be paid for?

Ans. I had very little to say when Hummell gave this order; I almost immediately directed him to Hoffman; if I had made the arrangement with him myself, I would probably have remembered more distinctly about the matter; I depended on Hoffman, and the matter passed in that way.

Quest. My question to you was, can't you state anything Hummell said to you on the subject of pay for this lumber?
20 please answer, yes or no.

Ans. No.

Quest. You stated that Hummell ordered the lumber of you; did you furnish it without any understanding from Hummell or your company as to what arrangement had been made for pay?

Ans. I suppose some of the company had an understanding with him, undoubtedly; I presume I knew at the time that the company had an understanding with Hummell, but what that understanding was, I don't remember.

30 *Quest.* Was not the lumber for this house, the first lumber your company ever furnished C. S. Hummell?

Ans. I think we furnished him a little before, if I am not mistaken; not any great extent; less than a hundred dollars; I couldn't tell without referring to the book, whether that had been paid before the order for this house.

Quest. Was not this the first lumber your company ever furnished C. S. Hummell for house building?

Ans. I think it was for a dwelling-house; my impression is, that we furnished him with lumber for an ice-house
40 before this.

Quest. You have stated that you find on your books a credit, dated September 30th, 1868, of \$55.08; please state whether that credit is not for freight paid by him on the lumber, in *Exhibits Nos. 2 and 3*, on part of complainants?

Ans. From the amount being the same, I should judge so, without looking at the books.

Quest. State how that transaction would have taken place?

Ans. The lumber is way-billed to Hummell from the woods to his station at High Bridge; he is charged with the freight by the railway company, and he must pay the freight 10 to get the goods, and when paid he brings their receipt to us, and we credit him on our books.

Quest. Is that credit of \$55.08 for freight on *Exhibits Nos. 2 and 3*, on part of complainants, for the lumber which you say he ordered of you for this house? please refer to your books and see?

Ans. Our cash book is not here, and I can't tell.

On reading the testimony over to the witness, witness says, whether *Exhibit B*, for the defendant, was called off by Hummell himself, or by some one in the office, I don't 20 recollect.

The pencil mark of "August 22d, 1868," on *Exhibit No. 1*, on part of the complainants, was not made after this suit was commenced, as I stated in my cross-examination, but was made at the time the order was sent to the woods.

Quest. Look at your order book and state whether you find any other lead pencil entries during that year, denoting the time you sent your orders to the woods?

Ans. I find them in ink and pencil, too; I find them in ink, but not in pencil, those in pencil are not in the same 30 year.

JACOB R. FISHER.

Sworn and subscribed before me, this 16th day of January,
A. D. 1874.

JOHN C. RAFFERTY, M. C.

Richard H. Gano, a witness produced on the part of the complainants, being duly sworn, on his oath saith—

In 1868 I was in the employ of this corporation; Corne-

lius S. Hummell came to the shop and had some conversation with me.

Quest. State it? [Objected to by Mr. Voorhees.]

Ans. He came in the shop, and said he wished to build a house for himself, and asked me if I thought the company would trust him for the lumber; I told him I supposed they would do by him as they did by others, and went with him and found Mr. Fisher, or Mr. Hoffman, I am not certain which, and told them his errand; I then left him, and went
10 back to the shop; in a short time afterwards, of the same day, he came back in the shop, with either Mr. Hoffman or Mr. Fisher, I am not positive which one, and left his order for window frames, and the sash for the same, with me; I have the book; this is the book, marked *Exhibit No. 4*; it has never been out of my possession; the order is on page fifty-five, on the left-hand side, in my hand-writing.

Quest. I see you have entered it Stewart Hummell?

Ans. Because I did not know him by any other name; that is the name by which he is commonly known, and
20 usually called; Mr. Hummell gave me this order; I think he called it off from a memorandum book, if I am not mistaken; those pencillings on that entry are all in my hand-writing.

Quest. State the date, as near as you can, of that transaction?

Ans. I think it must have been from the middle to the latter part of August, 1868, between that time there are no dates from August 21st, which is on the page preceding this order.

30

Cross-examined.

Quest. When after August the 21st, do you find the next entry on that book dated, and what is the date?

Ans. November 11th, 1868.

Quest. Please state who was present besides Mr. Hummell and yourself, and either Fisher or Hoffman, at the time you entered that order?

[Mr. Allen states to the witness that he desires him to state he declines to answer the question until the master

writes all of his answer to the previous question, which he refuses to do, and the witness.]

Ans. I decline to answer until the master writes down the whole of my answer to this question.

Quest. Will you answer any question on this cross-examination at this time?

[The counsel for the complainants insists that the answer to the question of "When, after August 21st, do you find the next entry on that book dated, and what is the date?" The witness answered, "November 11th, 1868," and added; 10 "I did not date orders unless they were to be filled in a specified time from date." This latter clause not being responsive to the question, the master declined writing down, as being no answer to the question.

Quest. When next after its occurrence was your attention directed to the subject matter of the conversation between yourself and Hummell, stated by you in your examination in chief?

Ans. I cannot recollect the first time that I have had a conversation with reference to it since then. 20

Quest. State the first time you do recollect?

Ans. I can't state exactly the time the first man that I ever had a conversation with, as to his coming in the shop, as to the particulars of it; Philip Stillwell was the first man I had any conversation with on the subject, to my knowledge; it was after the complainants had sold out; they quitted business in the spring of 1871; I think he ordered the frame for his house at the same time he ordered the window frames and sash of me.

Quest. Did you hear any of the talk between Fisher and 30 Hummell, or Hummell and Hoffman, on this occasion, relative to how the company were to be paid for the material furnished by them for this house?

Ans. No.

Quest. Are you not mistaken as to your going with Hummell to Fisher or Hoffman, at the time you mentioned, but was this not the way—Mr. Hummell and Mr. Hoffman came to you in the upper part of your shop, and inquired of you how much the sash, glass, and doors would cost, and did you

not there make an estimate, and tell them about how much you thought these things would cost?

Ans. In the first place, I am not mistaken, and when I made this estimate I was down stairs at my office, as I call it, in the first floor of the shop; I might have given him a price, before I went out with him, to the company, but do not recollect positively about it.

Quest. Was this order that you have given us the first order that Hummell ever gave you?

10 *Ans.* I think it was.

Quest. Did you take from him, after that, numerous orders?

Ans. I did, within the same year, up to 1869.

Quest. Had conversations with him at all these times?

Ans. Generally.

R. H. GANO.

Sworn and subscribed, before me, this 16th day of January, 1874.

JOHN C. RAFFERTY, *M. C.*

[Mr. Allen offered in evidence the order book, marked
20 *Exhibit No. 4*, on the part of the complainants.]

Peter F. Hoffman having been sworn, is again recalled on the part of the complainants—

Quest. State whether David L. Everitt had a conversation with you in which you asked him if he knew anything about that property—the Hummell property—how it was?

Ans. I never asked him.

Quest. And in any conversation did he state to you that he didn't know only what he had heard, that Mrs. Hummell had the deed for the property?

30 *Ans.* I don't think that David L. Everitt and I ever had a conversation relative to the Hummell property; I don't remember it if we had.

Quest. Did David L. Everitt ever tell you who had told him that Mrs. Hummell had a deed for it, and given a mortgage, and paid \$50 on it?

Ans. He never told me.

Cross-examined.

Quest. When and from whom did you first hear that a mortgage had been given on the property, or was to be given on the property? [Objected to by Mr. Allen.]

Ans. I don't know; can't tell whom from I heard that there was a mortgage on the property; the first I knowed that there was a mortgage was in the winter preceding the spring we quit.

Quest. Hadn't you been told before them, that the money to pay for this lumber used on the Hummell property was 10 to be obtained by mortgage? [Objected to by Mr. Allen.]

Ans. I don't know that I had.

Quest. Did you hear Jacob R. Fisher sworn, and hear him say that the bargain as to this lumber for this house was arranged for by Hummell and yourself? [Objected to.]

Ans. I heard Fisher sworn, and heard him say that the bargain for the payment of this lumber was made by Hummell and I—and—

Quest. Is it true that the bargain for the payment of this lumber was made by Hummell and yourself? [Objected to.] 20

Ans. I think Hummell and I did most of the bargaining for the lumber and the payment of it.

Direct resumed.

Quest. State whether Cornelius S. Hummell, when he came down to bargain for this lumber, informed you that he had been sent down by his wife to ascertain the conditions on which you would furnish her the lumber, or any words to that effect? [Objected to by Mr. Voorhees.]

Ans. Never said a word about his wife; said he wanted to build a house. 30

Quest. State all he said to you as to the time when he would pay for the lumber?

Ans. Well, I don't know that he mentioned any time when he would pay for it; he had a good deal of talk about the building loan going to take a claim on it.

Cross-examination.

Quest. Have you stated all that you recollect that he said to you about his payment for this lumber?

Ans. I don't know hardly what was said about it all; he promised to pay for it; I don't know that he told me where he was to get the money; he had a promise of money from the building loan.

Quest. What building loan?

Ans. I don't know what building loan; I supposed the High Bridge.

Quest. Haven't you confounded this conversation about pay with the conversation you have sworn to as taking place between you and him, when you asked him to pay the bill you sued for; and don't you know that the High Bridge building loan was not in existence when he built his house?

Ans. I don't know whether the High Bridge building loan was in existence or not at the time he built his house, but I do know he was around trying to sell stock for it, and wanted me to take some.

Quest. Do you say that he was around trying to sell stock for this building loan, before or at the time he purchased this lumber of you for this house?

20 *Ans.* I don't know whether it was before or afterwards, but he asked me to take some stock.

Quest. When this lumber was purchased of you, was there an estimate made by any one as to the probable expense of the material which you were asked to furnish? [Objected to by Mr. Allen.]

Ans. I don't know that there was.

Quest. Have you any recollection on that subject whether there was or not—if so, state it?

Ans. I don't have any recollection.

30 *Quest.* Did you not understand from Mr. Hummell that the material furnished by you for this house was to be paid for part in cash on delivery, and the balance from the proceeds of a mortgage to Mary Alpaugh?

Ans. I think I told Mr. Hummell he would have to pay the freight; as regards Mary Alpaugh, I don't remember hearing anything about her.

Quest. Didn't you understand that he had made arrangements to pay, by a mortgage on this property, for the materials you furnished, and didn't you get \$200 in cash, and a note of \$600 in bank, on this account?

Ans. Didn't understand it in that way.

Quest. How did you understand that this material was to be paid for?

Ans. To be paid with money, I suppose.

Quest. Have you no other answer to give to the last question?

Ans. He never told me where he was going to get the money, only he talked about the building loan.

Quest. When was this material to be paid for by the terms of the agreement under which you sold it? [Objected to by 10 Mr. Allen.]

Ans. I think he and I talked that he would pay a part of it by spring, and he wanted me to be as favorable as I could for the balance.

Quest. Did he not pay your company \$200 in cash in September, 1868, on account of this purchase?

Ans. I don't think he did; not on account of that purchase; I don't think his bill was due at that time for this.

Quest. Will you please state on what account he did pay the \$200 in September, 1868? had you at that time sold any 20 goods, or did he owe you any money for any other thing than for the materials which you had furnished for this house?

Ans. I couldn't tell, I didn't keep the books, I didn't receive the money; I think I had sold him lumber before, ain't positive; I don't think the lumber for the house was the first he bought.

[Witness being shown *Exhibit E*, for the defendants, is asked]—

Quest. Did Hummell owe you for anything subsequent to 30 the date of that exhibit, and prior to the material he purchased of you for this property in controversy?

Ans. I couldn't tell; that receipt don't look as if he did; it reads in full of all accounts.

Quest. Your books are here, please refer to them and state whether at the time the \$200 was paid in September, 1868, Hummell owed you for anything except material for these premises? [Objected to by Mr. Allen.]

Ans. I can't say anything about the books; I hardly ever looked at the books; I never kept the books.

Quest. Can't you tell enough about them, by looking at them now, to answer the last question, or do you decline to look at them? [Objected to.]

Ans. I should think I could.

Quest. Will you then please look at them, and answer the question? [Mr. Allen objects to his looking at them to answer any question concerning them.]

Adjourned to Monday, the 19th, 10 A. M.

10 January 19th, 1874. The examination of witnesses resumed in this cause, in the presence of George A. Allen, esquire, of counsel for the complainants, and of John N. Voorhees, esquire, of counsel for the defendants.

Peter F. Hoffman's cross-examination continued.

The witness is requested to answer the last question previous to the adjournment.

Ans. I can't find it without the alphabet.

Quest. Is your book-keeper Edward Hoffman, and also Ira
20 C. Harvey, sitting in the room, present? [Objected to by Mr. Allen.]

Ans. They are.

Quest. Will you ask one of them to turn to Mr. Hummell's account, in order that you may answer the question as to whether, at the time the \$200 was paid in September, 1868, Hummell owed complainants for anything except for material for these premises?

Ans. I will.

Quest. Please do so? [Mr. Allen objects to the question,
30 and to the witness doing anything of the kind.]

Ans. I think we can look at the books, and says—Harvey, turn to them.

Quest. When you asked Harvey to turn to the books, what did he reply? [Objected to by Mr. Allen.]

Ans. He said he would, if counsel was willing.

Quest. What did counsel say? [Objected to.]

Ans. Don't remember the exact words he did say.

Quest. Tell us the substance of what he did say? [Ob-
jected to.]

40 *Ans.* I think he meant there was no use in his looking.

Quest. Did you hear David L. Everitt sworn?

Ans. I did not.

Quest. When and by whom was your attention first directed to what he said about having a conversation with you?

Ans. I think Jacob R. Fisher first directed my attention to it; it was on Tuesday, the day we elected officers, this present January; I know David L. Everitt very well, and have had some conversation with him during the last five years, but not many; I couldn't answer all our conversation 10 in the last five years.

Quest. Have you no recollection of any conversation with him at any time as to the Hummell property?

Ans. I don't think we had any conversation; I am a director and a stockholder, and president of the company, the complainants in this case. [Last question and answer objected to; Mr. Allen objects to all the cross-examination of the witness previous to that part relative to David L. Everitt.]

P. F. HOFFMAN. 20

Sworn and subscribed before me, this 19th day of January, 1874.

JOHN C. RAFFERTY, *M. C.*

Jacob R. Fisher being recalled on the part of the complainants, Mr. Voorhees objects to his being re-examined without an order from the chancellor.

Having been re-examined—

Quest. C. S. Hummell testified, that during his conversation with you, during the time he was bargaining for the lumber for the houses of Haan and Fry, that you asked him 30 if he didn't have a house and lot at High Bridge, and he told you no, and you then asked him if he didn't build one there; he replied he did, but it was for his wife; and further told you that he didn't want to buy anything on the strength of that lot, it was not his; what have you to say as to the truth or falsity of that statement? [Objected to because it does not embrace what C. S. Hummell said, and

also because it does not recite all that Hummell swore had taken place and been said by Fisher and himself.]

Ans. I say it is not true.

Cross-examination.

He got lumber off us for the Haan and Fry houses.

Quest. Do you recollect of any of the conversation, or any conversation, between Hummell and you on that occasion?

Ans. I remember some of the conversation.

Quest. Then it is true that at that time he did have some
10 conversation with you?

Ans. Yes.

Quest. When was it that he purchased the lumber of you for the Haan and Fry houses; state as near as you can?

Ans. Say along in 1869, probably some little later, I don't know it was later.

Quest. Have you ever since that purchase, and previous to Hummell's being sworn, had your attention called to the conversation that took place between you on that occasion?

Ans. No, I don't think I have.

20 *Quest.* Was it any portion of your business during that time to attend to selling lumber for complainants—and if so, did you sell frequently and to various persons?

Ans. Yes.

Direct re-examination.

[Re-examination objected to.]

Quest. Did he have any conversation with you on that occasion, relative to his house at High Bridge, or on that subject? [Objected to.]

Ans. He did not.

30

JACOB R. FISHER.

Sworn and subscribed before me, this 19th day of January, 1874.

JOHN C. RAFFERTY, *M. C.*

Ira C. Harvey, a witness produced on the part of the complainants, being duly sworn, on his oath saith—

Quest. David L. Everitt stated that you was present in the

office of the company in 1869, when he told Peter F. Hoffman that Hummell's wife had the deed for the lot, and had paid fifty dollars on it, where were you in 1869?

Ans. I read the evidence the other day and it reads in 1868; in 1869 I was here in New Jersey, at the Clinton Station; in 1868 I was in Pennsylvania running the saw mill of the company; I have no recollection of ever hearing David L. Everett saying anything about the Hummell property; don't recollect that I ever heard any conversation between David L. Everett and Peter F. Hoffman relative to the Hummell 10 property; unless I could be in two places at once I don't see how it could have occurred in my presence in 1868.

[Witness being shown *Exhibit F*, on the part of the defendants, and being pointed to a credit of Case, of July 20th, 1869, \$500, is asked]—

Quest. Have you the book of original entries before you, and also the receipt, *Exhibit K*, on part of the defendants?

Ans. Yes, I have the book of original entries and *Exhibit K* before me, and also the ledger.

Quest. Give us the date of the original entry of that 20 credit?—

[Objected to because counsel would not permit, as in the examination of Peter F. Hoffman to allow Mr. Harvey to furnish any information from these books.]

Ans. July 19th, 1869; the date of the receipt is also July 19th, 1869.

Quest. Explain how it happened that the mistake of the date in the schedule, *Exhibit F*, occurred?

Ans. The credit on the ledger is July 20th, 1869; the dates on the schedule were undoubtedly taken from the 30 ledger, and the discrepancy between the ledger and the book of original entries is an error in posting.

Quest. Did Mr. Hummell pay two sums of \$500 each, one on the 19th and the other on the 20th of July, 1869?

Ans. He did not.

Quest. Please state where you received the money for that receipt, *Exhibit K*, and the circumstances? [Objected to.]

Ans. From the receipt I think the money was paid me at the office of the company, because the receipt has been stamped with the seal of the company.

Quest. Could you not have drawn the receipt, stamped it, and taken it with you if you expected to receive the money elsewhere than at the office? [Objected to.]

Ans. I could.

Quest. Of whom did you receive that money?

Ans. I can't tell, I suppose of Mr. Hummell.

Quest. Did you not attend at High Bridge, at Haan's house, and receive that money there?

Ans. I can't say that I did; I received money up there,
10 but can't say that this is the money.

Quest. State the circumstances under which you received the money at Haan's house, and how you happened to receive it there? [Objected to.]

Ans. My recollection is, that Haan borrowed of Jacob Cregar the money to pay for lumber, work, &c., done on Haan's house by Hummell, the defendant, and that Cregar would not take a mortgage until he was satisfied that there could be no lien claims; I can't tell who notified me to be there; I went to Haan's house, received the money for the
20 bill of lumber for that house, I think of Mr. Jacob Cregar, at least in his presence—and my recollection is of him—and gave a release against any lien claim, so far as the lumber was concerned.

Quest. You made use of the phrase "wouldn't take a mortgage;" was it not that he wouldn't furnish the money, or let it go on a mortgage, except on the conditions you have above stated? [Objected to as leading.]

Ans. From what I recollect of the conversation between Mr. Cregar and myself that day, he meant to see that the
30 house was clear from lien claims before he accepted the mortgage or paid out his money.

Quest. Did he not apply the money himself to the satisfaction of the claims of the materialmen, and laborers, and was not that the purpose of the meeting? [Objected to.]

Ans. I can't say positively whether he paid out the money himself, or whether he divided the money himself, but he did see the money applied to the payment of the claims against the house, and that was the purpose of the meeting.

Quest. Was C. S. Hummell, the defendant, present at that

meeting, and participating in what was done? [Objected to.]

Ans. He was there for a part of the time; I am not positive whether he was there all the time or not; he consented to the arrangement as it was made.

Cross-examined.

Quest. Will you please state about what amount of money you received at that time for complainants?

Ans. I don't remember.

Quest. State as near as you can?

10

Ans. It would be mere guess work; I could look it up in the books.

Quest. Did you at the date of that payment give a release in writing for complainants for the material they had furnished for that house?

Ans. I did.

Quest. Will you please look at your books, and tell us what was the amount of that payment?

Ans. It would take me sometime to hunt it up, unless you give me the date of that release you have.

Quest. Did you give Hummell at that time any receipt for 20 this payment?

Ans. I don't remember.

Adjourned to half past one, P. M.

At 1:50 P. M. the cross-examination resumed of *Ira C. Harvey*.

Witness being shown *Exhibit F*, on the part of the defendants, is asked—

Quest. Please look at the credits on that paper in favor of Hummell, and state whether you recognize any of them as a credit for the money paid you at the time you gave the release to Hummell on the Haan house? [Objected to because the date of the release is not given nor the release produced.]

30

Ans. I don't recognize any of these credits, as the credit.

Quest. You stated that your judgment as to how much was paid when that release was given would be a mere guess

—please give us your guess? [Objected to. Witness is not to be called upon to guess.]

Ans. This transaction took place some time in the spring of 1869; there was no reason why I should specially charge my mind with it; I can, therefore, give no answer as to the amount paid me at that time.

Quest. On reflection, are you not mistaken as to having received any money at that time?

Ans. Such a thing might possibly be.

10 *Quest.* Then you have no distinct recollection of having received any money when you gave the release for the Haan property?

Ans. I couldn't swear that I did positively; I am only inferring that I did, for the circumstances I do distinctly remember.

Quest. State all the circumstances that you do distinctly remember.

Ans. I remember going to High Bridge; I remember seeing Hummell, Jacob Cregar, Haan, and the woman I supposed was his wife, Abraham Cregar, and others that I may
20 have seen; I don't remember their names; I remember that this question of releasing Haan's house was talked over; whether all mentioned were present at the time I can't say; that Jacob Cregar would not furnish the money and take the mortgage unless the house was released from future lien claims; that I gave a release on behalf of the complainants, and that the claims of the other parties there were in some way satisfied, but just how I can't tell; that is about all I remember about it.

30 *Quest.* What did you mean then by saying that Cregar did, on that occasion, see that the money he furnished was applied to the payment of the claims against the house?

Ans. I mean that Cregar did see that the house was released from future lien claims, and I inferred from the fact of having given a release; that the money was paid over to satisfy the claim of the complainant.

Quest. Did you not receive on that occasion, in presence of Abraham Cregar, \$410, in consideration of this release?

Ans. I can't say that I did, or that I didn't; I don't
40 recollect.

Quest. Have you any recollection now of having signed,

on that occasion, any other paper than the release, of which you have spoken ?

Ans. I have not.

Quest. Do you recollect where it was that you signed the release? [Mr. Allen objects to the question because they conceal the release and won't permit the witness to see it to refresh his recollection.]

Ans. I think, though I am not positive, that the release was drawn and signed in Haan's house.

Quest. Don't you also recollect that Jacob Cregar was there 10 with his money ?

Ans. Yes.

Quest. Was your purpose then in being there to receive the money due complainants, and get their money on account of materials furnished for the Haan house ?

Ans. My recollection is that I was there to help make some arrangement by which Haan could get the money for the mortgage from Jacob Cregar.

Quest. Do you recollect what amount of money Cregar furnished on that occasion ? 20

Ans. I do not.

[Witness being shown a paper marked *Exhibit O*, on part of defendants, is asked]—

Quest. Is that the release you signed on that occasion ?

Ans. Yes, sir.

Quest. Having seen the release, can you state anything further in reference to it than you have already stated ?

Ans. From an entry on the book I should judge that the amount of money paid me by Hummell at time was \$50.

Quest. Please give us the entry on the book, to which you 30 refer, with its date ?

Ans. The entry is found on page 168 of the cash book, and is dated April the 27th, 1869.

Quest. [Being shown *Exhibit F* on the part of the defendants, is asked]—Do you find that entry on this exhibit, and if you do, state its date as it there appears ?

Ans. I find it on the exhibit, dated April 28th, 1869.

Quest. Now, having seen the exhibit and the entry on the book, have you any recollection, irrespective of them, as to the amount of cash you received when the Haan release was 40 signed ?

Ans. I have not.

Quest. Where did your family reside in the beginning of the year 1868 ?

Ans. In Covington township, Luzerne county, Pennsylvania.

Quest. When did you move there, and how long did you stay, and were you not, during that year, at complainants' place of business, at Annandale ?

Ans. I moved there in June, 1866; I moved back in 10 April, 1869; I undoubtedly was at complainants' place of business, at Annandale, in 1868; was down every year, once or twice.

Quest. Were you not at Annandale during the year 1868, frequently ?

Ans. I was not.

Quest. Have you any recollection as to how often you were there, during that year ?

Ans. I can remember but twice; I might not have been there at other times during that year, that I do not re-
20 member.

Re-examined.

Quest. State whether Hummell was credited on the books of the company for any and all money received by you of him, for the company? [Objected to]

Ans. Yes, sir, he was.

Re-cross-examined.

Quest. Do you swear, as to your last answer, from your positive recollection as to each item of credit, or merely from your impression that it was your intention so to do?

30 *Ans.* I can't swear positively as to each item of credit; I know that all moneys paid by him to me were passed over to the company, and that a failure to credit cash received would be detected when the cash book was balanced, and then the failure would be corrected.

Quest. Don't you recollect this circumstance, that your company sued a customer for an alleged balance that your books showed against him, and that this customer brought a receipt in full for his account, whereupon your company acknowledged their mistake, took up the suit, and paid the

costs themselves, and that on examination of your books, you discovered that his account had been overpaid some twenty dollars, which money was thereupon refunded to him? [Objected to.]

Ans. I don't know anything about it; if you would mention names and persons, I might know something about it.

Quest. Do you know a man by the name of Alfred Westerfield, at Annandale? [Objected to.]

Ans. Yes.

Quest. Do you recollect any error made by your company 10 as to his account? [Objected to.]

Ans. There may have been errors in his account; I don't recollect them.

Quest. Do you know Michael Freek?

Ans. Yes, I do.

Quest. Have you any recollection of errors in his account? [Objected to.]

Ans. No.

Quest. Whose business was it to credit the payments for 1868, made to your company? [Objected to.] 20

Ans. William E. Hoffman kept the books; credits were made on the books by him, Jacob R. Fisher, and occasionally by Peter F. Hoffman.

Quest. Is not your recollection very uncertain, and did you not insist the other day, before the master, and before you were sworn, that you had already then been examined as a witness in this cause? [Objected to.]

Ans. Circumstances that I wished to remember, and have no record of, I can keep in recollection; but those that I write down, or that I expect will be written down, I seldom, 30 if ever, charge my mind with; I was asked the question in the presence of the master, whether or not I had been sworn in this case, and as I had attended several times I thought I had been sworn, but gave it up when my name did not appear on the master's notes as having been sworn.

[Counsel for the defendants objects to all of the testimony of this witness, relative to his inspection of the book of original entries of complainants, for the reason that the counsel of the complainants refuses to offer the book of original entries in evidence, as also to all the evidence as to 40

the ledger of the complainants, for the like reason; also to all the entries in both of said books, testified of by this witness, unless the books are offered in evidence.]

Direct resumed.

Counsel for the complainants says the books are all here, if the defendants choose to offer them they can do so; I object to them; they cannot go behind the judgment.

Counsel for defendants reply that they are not all here, and when Peter F. Hoffman, the president of the company
 10 was on the stand, and requested to examine them, and state whether at the time Hummell paid the complainants the \$200 in cash, entered on their books, he was indebted to the complainants for any other material than that furnished for the house in controversy, he could not and would not do so, because he could not find the index to the books.

Counsel for the complainants say that counsel for the defendants has asked the present witness nothing on that point, when he knew that this witness was familiar with the books, and that Peter F. Hoffman was not.

20 Counsel for the defendants insist that it appears by the testimony of this witness that he resided in Luzerne county, Pennsylvania, when the material for this house was furnished by the complainants, and consequently the information sought to be elicited from Peter F. Hoffman could not have been furnished by this witness, and when Peter F. Hoffman was on the stand, and was interrogated on this point, and requested this witness to turn to the books, the counsel for the complainants directed him not to do so, and directed the
 30 witness, Hoffman, what to reply to the interrogation on that point.

Counsel for complainants says this last statement is untrue.

Re-direct examination.

Quest. State whether the receipt, *Exhibit K*, on part of the defendants, and the correspondent entry of the same date, for the same sum, in the cash book, are both in the same handwriting—and if so, whose?

[Objected to because the witness had been previously ex-

amined, both as to the exhibit and the entry in the cash book.]

Ans. They are in the same handwriting, and the handwriting is mine.

[All the testimony as to the cash book objected to by counsel of defendants, unless offered in evidence.]

IRA C. HARVEY.

Sworn and subscribed before me, this 19th day of January, A. D. 1874.

JOHN C. RAFFERTY, M. C. 10

William E. Hoffman, a witness called for the complainants, says—

The receipt, *Exhibit G*, is in my handwriting, and the money was paid to me, at the office, for the company; the note, *Exhibit H*, as to filling up, is in my handwriting; I took it from C. S. Hummell; the error as to the five hundred dollar receipt, as to the date of the posting in the ledger, is a mistake of my posting; the date in the original entry and the date of the receipt correspond. [This objected to by defendant's counsel because the original is not produced.] I have the original entry before me.

Quest. What is the date in the original entry of the item, "Cash, \$50," dated April 28th, 1869, in the schedule? [Objected to, because the original entry is not offered in evidence.]

Ans. April 27th, 1869; in my handwriting, marked as being paid in by Mr. Harvey.

[Answer objected to, because witness ought not to state contents of an entry in a book, which book complainants refuse to offer in evidence.]

The error in posting was mine; the error is simply as to the date. 30

WM. E. HOFFMAN.

Sworn and subscribed before me, this 19th day of January, 1874.

JOHN C. RAFFERTY, M. C.

The complainants' counsel states that the evidence is closed on their part.

The defendants say that they desire to contradict Ira C. Harvey, and show that he received \$410 in cash when he signed the Haan release.

Mr. Voorhees here states that he has given Mr. Allen notice of the above taking, on Monday, the 26th of January, instant, at 10 A. M. Mr. Allen admits notice, but denies the right of the defendants to take further evidence, or such
10 as they propose to offer.

January 26th, 1874. Cornelius S. Hummell, one of the defendants, appeared and stated that the evidence on the part of the defendants was closed.

JOHN C. RAFFERTY, M. C.

EXHIBITS FOR COMPLAINANTS.

Copy of that portion of the order book of complainants marked "*Exhibit No. 1*, on part of the complainants," offered in evidence.

(In lead pencil) August 22, '68. (In ink) Stuart Hummell.

20	6 posts,	4x7	20
	6 sills,	4x9	28 splice
	2 "	4x8	28
	2 "	4x8	20
	4 "	4x5	16
	4 "	4x5	14
	40 "	2½x9	14
	22 "	2½x9	16
	22 "	2x6	16
	68 "	2x4	18
30	34 "	3x4	18
	56 "	2x3	18
	2 "	5x6	30 splice

2 sills,	5x6	28
64 "	2x6	14

(In pencil.) Filled.
 4000 ft. roof lath.
 800 ceil. lath.
 2100 ft. hem. bds.
 (In pencil). 2000 ft. best siding.
 1800 ft. s. flooring.

On next page, in ink,

	S. Hummell.	10
10 strips 16 ft. long	1½ in. 8 in. wide, P. O. S.	
6 " 20 "	1½ " 3½ " "	
6 " 20 "	1½ " 4½ " "	
6 plk. 16 "	1½ " 12 " "	

(In pencil.) Filled.

Copy of that portion of "Exhibit No. 4, on the part of the complainants," offered in evidence by complainants.

Stewart Hummell (in pencil—house).

7 win. frames	4 by 12x30, both sash hung.	
8 "	" 12x28, top "	20
1 false	" 12x28, " "	

6 jambs, 4 in., casing stds. at 2 in thick.

JOHN C. RAFFERTY, M. C.

EXHIBITS FOR DEFENDANTS.

EXHIBIT A.

This indenture, made the thirty-first day of March, in the year of our Lord one thousand eight hundred and sixty-eight, between Andrew Cregar, and Harriet his wife, of the township of Clinton, in the county of Hunterdon, and state of New Jersey, of the first part; and Harriet Hummell, wife of Cornelius S. Hummell, of the township of Clinton, in

the county or Hunterdon and state of New Jersey, of the second part; witnesseth, that the said party of the first part, for and in consideration of the sum of two hundred and fifty dollars, lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, 10 released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm to the said party of the second part, and to her heirs and assigns forever, all that certain lot, tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the township of Clinton, in the county of Hunterdon and state of New Jersey, bounded and described as follows, to wit: Beginning at a stake on the easterly side of the public road leading from High Bridge to German Valley, being on the south side of 20 an alley and twenty feet south three and a half degrees west from the southwest corner of Wilson J. Hoffman's yard wall, thence along south side of said alley (1) north eighty-six and three-quarter degrees east, ninety-six feet to a stake; thence (2) along west side of another alley south two and a half degrees east, fifty feet to a stake; thence (3) south eighty-seven and a half degrees west, one hundred feet to a stake; thence (4) north three and a half degrees east, fifty feet to the place of beginning, containing about one-eighth of an acre of land, more or less; together with all and singular 30 the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging, or in any wise appertaining; also all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in, and to every part and parcel thereof; to have and to hold, all and singular, the above described land and premises, with the appurtenances, unto the said party of the second part, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever; and the 40 said party of the first part, does for themselves, their heirs

executors and administrators, covenant and grant to and with the said party of the second part, her heirs and assigns, that they, the said party of the first part, are the true, lawful and right owners of all and singular the above described land and premises, or any part thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second 10 part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever; and also, that the said party of the first part now have good right, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid; and also, that the said party of the first part will warrant, secure and forever defend the said land and premises unto the said party of the second part, her heirs and assigns forever, against the lawful claims and demands of all 20 and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrances whatsoever.

In witness whereof the said party of the first part have hereunto set their hands and seals the day and year first above written.

ANDREW CREGAR. [L. S.]

HARRIET T. CREGAR. [L. S.]

Signed, sealed and delivered in the presence of

SAMUEL CARHART,

30

Commissioner of Deeds.

State of New Jersey, county of Hunterdon, ss.—Be it remembered, that on this thirty-first day of March, in the year of our Lord one thousand eight hundred and sixty-eight, before me, the subscriber, one of the commissioners for taking proofs and acknowledgments of deeds, &c., personally appeared Andrew Cregar and Harriet his wife, who, I am satisfied, are the grantors in the within deed of conveyance named; and I having first made known to them

the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed; and the said Harriet, being by me privately examined, separate and apart from her husband, did further acknowledge that she signed, sealed and delivered the same as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

10

SAMUEL CARHART,
Commissioner of Deeds.

Received in the Clerk's office of the county of Hunterdon, on the 13th day of April, A. D. 1869, and recorded in Book 142 of Deeds for said county, on page 793.

A. B. RITTENHOUSE,
Clerk.

EXHIBIT B.

Harriet S. Hummell's Lumber Bill.

	6 post,	20 ft. long,	4x7
	6 sills,	28 "	4x9
20	2 "	28 "	4x8
	2 "	20 "	4x8
	4 "	16 "	4x5
	4 "	14 "	4x5
	40 "	14 "	2½x9
	22 "	16 "	2½x9
	22 "	16 "	2x6
	68 "	18 "	2x4
	34 "	18 "	3x4
	56 "	18 "	2x3
30	2 "	30 "	5x6
	2 "	28 "	5x6
	64 "	14 "	2x6
	4000 ft. Lath.		
	8000 Sealing Lath.		
	2100 Hemlock Boards.		

EXHIBIT C.

Clinton Station, N. J., September 18, 1868.

Mr. C. S. Hummell,

To Clinton Station General Merchandise and Manufacturing Company, Dr., manufacturers and dealers in lumber, coal, hardware, paints, oils, glass, sash, blinds, doors, brackets, mouldings, &c.

Terms: 60 days.

P. F. Hoffman, Superintendent.

To 1713 ft. pine boards planed,	\$4 25	\$72 80	10
" 131 ft. 2 inch panel, planed,	7 25	9 50	
" 350 ft. 5-4, planed,	4 75	16 61	
" Machine work, sawing,		1 50	
		\$100 41	

EXHIBIT D.

Clinton Station, N. J., September 18, 1868.

Mr. C. S. Hummell,

To Clinton Station General Merchandise and Manufacturing Company, Dr., manufacturers and dealers in lumber, coal, hardware, paints, oils, glass, sash, blinds, doors, brackets, 20 mouldings, &c.

Terms: 60 days.

P. F. Hoffman, Superintendent.

Sept. 9.	3734 ft. hem. timber,	\$18 00	\$67 21	
	3000 ft. 16 ft. bds.	18 00	54 00	
	300 ft., 22 ft. and over,	20 00	6 00	
	2699 ft., 20 ft. and under,	18 00	48 58	
	1700 ft. hem. bds.,	18 00	30 60	
	8000 ceil. lath,	3 50	28 00	
	4080 ft. roof. lath,	75	30 60	30
			\$264 99	

EXHIBIT E.

Received Feb'y 29th, 1868, of Stuart Hummell, thirty-nine dollars and thirty-five cents, in full of account to date.

\$32 91	cash.
6 44	Allowance.

\$39 35

J. R. FISHER, *Pres.*

EXHIBIT F.

10 New Jersey Supreme Court, of the eighteenth day of August, in the year of our Lord one thousand eight hundred and seventy-one.

Hunterdon county, ss.—Cornelius S. Hummell was summoned to answer unto the Clinton Station General Merchandise and Manufacturing Company, of a plea of trespass on the case, &c. And thereupon the said plaintiffs, by George A. Allen, their attorney, complain—For that whereas the said Cornelius S. Hummell heretofore, viz: on the eleventh day of August, in the year of our Lord one thousand eight hundred and seventy-one, at Flemington, in the county of
 20 Hunterdon aforesaid, and within the jurisdiction of this court, was indebted to the said plaintiffs in the sum of three thousand dollars for money by the said plaintiffs, before that time, lent and advanced to, and paid, laid out, and expended for the said defendant, at his special instance and request; and also in the further sum of three thousand dollars, for other money by the said defendant before that time had and received to, and for the use of the said plaintiffs, and also in the further sum of three thousand dollars, for so much money
 30 defendant to the said plaintiffs for interest upon and for the forbearance of divers large sums of money before then due and owing from the said defendant to the said plaintiffs, and by them forborne to the said defendant for divers long spaces of time before then elapsed, at his like request; and also in

the further sum of three thousand dollars, for the work and labor, care and diligence of the said plaintiffs, by them, the said plaintiffs, before that time done, performed, and bestowed in and about the business of the said defendant, and for the said defendant, and at his special instance and request; and also in the further sum of three thousand dollars, for divers goods, wares, and merchandise, by the said plaintiffs before that time, sold and delivered to the said defendant, and at his like special instance and request; and being so indebted, he, the said defendant, in consideration thereof, 10 afterwards, viz: on the same day and year last aforesaid, at Flemington aforesaid, undertook, and then and there faithfully promised the said plaintiffs to pay to them the said several sums of money in this count mentioned, when he, the said defendant, should be thereunto after requested; nevertheless the said defendant, not regarding his said several promises and undertakings, but contriving and fraudulently intending craftily and subtly to deceive, defraud, and injure the said plaintiffs in this behalf, has not as yet paid the said several sums of money, or any, or either of them, 20 or any part thereof, to the said plaintiffs, although often requested so to do; but to pay the same, or any part thereof, has hitherto wholly neglected and refused, and still does neglect and refuse, to the damage of the said plaintiffs of three thousand dollars, and therefore they bring suit, &c.

GEORGE A. ALLEN,

Attorney for the Plaintiff.

The following is a schedule containing the particulars of the demand, and a copy of the account, whereon the foregoing declaration is founded, and this action is brought to 30 recover the amount due thereon.

COPY OF ACCOUNT.

Cornelius Stewart Hummell,

In account with Clinton Station General Merchandise and Manufacturing Company.

				Dr.
1868.				
May	19,	600 taper pales,	\$1 75,	\$10 50
"	"	26 hem. rails,	20,	5 20

	June	8,	1 rip saw,	\$4 00	\$4 00
	"	29,	108 ft. hem. boards,	2 25	2 43
	"	"	6 hem. rails,	20	1 20
	Sep.	9,	3734 ft. hem. timber, 20 ft. and under,	18 00	67 21
	"	"	3000 ft. hem. 16 ft. boards,	"	54 00
	"	"	300 " " timber, 22 ft. and over,	20 00	6 00
	"	"	2699 " hem. timber, 20 ft. and under,	18 00	48 58
10	"	"	1700 " hem. boards,	18 00	30 60
	"	"	8000 ceil. lath,	3 50	28 00
	"	"	4080 ft. roof lath,	7 50	30 60
	"	18,	1713 ft. pine bds., planed,	4 25	72 80
	"	"	131 ft. 2-in. panel, planed,	7 25	9 50
	"	"	350 ft. $\frac{3}{4}$ planed,	4 75	16 61
	"	"	machine work sawing,		1 50
	October	17,	1 moving plow,		7 25
	"	21,	1803 ft. sp. flooring,	3 25	58 60
20	"	"	2020 ft. siding,	3 80	76 76
	"	"	32 ft. pine plank,	4 50	1 44
	"	"	16 window frames,	3 75	60 00
	"	22,	780 lbs. coal,	6 50	2 53
	"	30,	504 ft. siding,	38 00	19 15
	"	31,	1 circle sash,	5 00	5 00
	Nov.	18,	80 ft. $\frac{3}{4}$ pine plank,	4 50	3 60
	"	"	28 lights, 12x30,	81	22 68
	"	"	32 " 12x28,	75	24 00
	"	"	4 " 12x13,	35	1 40
30	"	19,	two saw handles,	40	80
	"	"	1 hasp,		25
	"	"	1 pad lock,		55
	"	27,	3 $\frac{1}{2}$ bush. sand,	50	1 75
	Dec.	2,	2230 lbs. coal,	18 50	9 48
	"	8,	208 ft. hem. boards,	2 25	4 68
	"	"	" " pine flooring,	4 25	8 84
	"	"	154 " ceil. boards,	4 50	6 93
	"	"	204 " siding,	4 00	8 16
	"	"	149 " pine boards,	6 00	8 94
40	"	"	8 locks,	80	6 40

1868.				
Dec.	2,	1 gross screws,		\$1 05
"	"	" "		75
"	"	2 locks,	\$1 40	2 80
"	"	1 lock,		1 95
"	"	6 pr. butts,	25	1 50
"	"	" "	28	1 68
"	"	1 glass,		40
"	"	6 files,	18	1 08
"	"	3 "	22	66 10
"	"	320 ft. moulding,	2 25	7 20
"	"	176 " "	2 50	4 40
"	12,	228 " panel,	4 50	10 26
"	"	2 doors,	4 05	8 10
"	"	1 "		4 75
"	"	1 "		3 70
"	"	1 "		4 15
"	15,	38 ft. 2-in plank,	7 00	2 66
"	21,	2 doors,	4 25	8 50
"	"	1 "		4 15 20
"	"	3 "	3 85	11 55
"	"	1 "		2 50
"	28,	1 "		3 70
"	29,	8 base knobs,	15	1 20
"	"	1 lock,		65
"	"	2 doz. C. hooks,	30	60
"	"	4 " screws,	5	20
"	"	4 latches,		50
"	"	2 doz. screws,	4	8
"	"	32 ft. 2-in. plank,	7 00	2 24 30
"	"	" " moulding,	80	25
"	"	206 " pine boards,	6 00	12 48
				<hr/>
			\$48 60	

1869.				
January	4,	Repairing sash,		1 50
"	"	823 ft. hemlock plank,	2 25	18 52
"	6,	1472 " " timbers,	2 25	33 12
"	"	1304 " " boards,	2 25	29 34
"	"	700 " flooring,	3 00	21 00

	January	4,	600 " roof lath,	\$7 50	\$4 50
	"	"	1400 pine shingles,	16 00	22 40
	"	"	1 hasp and staple,		15
	"	"	278 ft. hem. boards and sctg.,	2 25	6 25
	"	"	280 " roof lath,	75	2 10
	"	"	16 " pine bds.,	4 25	68
	"	"	30 lbs, nails,	7	2 10
	"	"	2½ " s. hinges,	15	37
10	"	"	1 " w. nails,		10
	"	"	10 " 5c "	7	70
	"	"	750 shingles,	16 00	12 00
	"	"	18 ft. moulding,	2 25	41
	"	"	10 brackets,	30	3 00
	"	8,	177 ft. 2-in. hem. plank,	2 25	3 98
	"	9,	215 " hem. plank,	2 25	4 84
	"	"	231 " " bds. and sctg.,	2 25	5 20
	"	"	4 hem. rails,	20	80
	"	13,	66 lights, 8x10,	17	11 22
20	"	"	392 ft. hem bds.,	2 25	8 82
	"	14,	1300 lbs. coal,	6 00	3 90
	"	18,	3¼ " sash cord,	40	1 46
	"	19,	4000 ft. siding,	35 00	140 00
	"	"	1000 " 2-in. plank,	38 00	38 00
	"	"	4000 " culd. bds., planed,	38 00	152 00
	"	"	2000 " 5½ plank,	40 00	80 00
	"	20,	1 lock,		75
	"	"	1 doz. c. hooks,		30
	"	"	1¼ " sash fasteners,	20	3 12
30	"	"	2 cup and catcher,		25
	"	"	1½ doz. sash pulleys,	60	90
	"	"	1 gross screens,		48
	"	21,	1 glass,		42
	"	22,	1½ doz. axle pulleys,	60	90
	"	25,	" prs B. D. hinges,	1 20	1 80
	"	"	9 bolts,	03	27
	"	28,	3141 feet hemlock,	2 25	70 60
	"	"	20 hemlock rails,	20	4 00
	"	"	832 feet roof lath,	75	5 82

February 1,	3 dozen frame pulleys,	60	\$1 80
" "	2 " axle "	75	1 50
" 5,	1 chest lock,		1 10
" 8,	231 lbs. sash weights,	4	9 24
" 10,	Int. on note of \$600 at bank,		6 60
" 12,	100 lbs. 4d nails,		6 50
" "	1 pr. 4½ butts,		28
" 13,	601 ft. 1½ in. pine floor.,	\$4 50	27 05
" "	912 ft. lath,	75	6 84
" "	252 ft. in. pine flooring,	3 75	9 45 10
" "	500 ft. in., planed,	4 25	21 25
" "	200 ft. ½ in. ceiling bds.,	4 10	9 00
" "	420 ft. in. " "	6 50	27 30
" "	94 ft. 1½ plank,	7	6 58
" "	758 ft. " " planed,	7 25	54 95
" "	162 ft. 2 in. plank,	7 25	6 88
" "	63 ft. 1½ in. panel,	7	4 41
" 17,	1008 roof lath,	75	7 56
" 18,	1 window frame,		3 00
" 20,	7035 ft, hem. timber,	18 00	126 63 20
" "	2113 ft. " "	"	38 03
" "	34000 ceil. lath,	3 50	114 00
" "	6500 ft. hem. bds.,	18 00	117 00
" 24,	36 lights, 14x32,	95	34 20
" "	40 " 14x28,	85	34 00
" "	102 " 9x12,	22	22 44
" "	60 " 9x14,	25	15 00
" "	144 " 14x16,	40	64 80
March 4,	496 ft. planed 12 in. bds.,	4	19 84
" "	2 gross screws,	83	1 66 30
" 8,	3 doors,	4 45	13 35
" "	3 " "	3 90	11 70
" 10,	200 ft. moulding,	2 25	4 50
" "	39 " "	2 50	97
" 11,	4008 ft. roof lath,	75	30 06
" "	1011 ft. pine plank,	4 25	42 97
" "	1400 " flooring,	3 75	52 50
" "	82 ft. 2 in. planed plank,	7 00	5 74
" "	200 lbs. nails,	6 50	13 00
" "	1474 ft. hem. timber & bds.	2 25	33 17 40

	March	11,	506 ft. pine flooring,	\$3 75	\$18 96
	"	"	1000 pine shingles,	16 00	16 00
	"	"	4059 ft. hem. plk. & tim.	2 25	91 33
	"	12,	3 lights, 9x12,	22	66
	"	"	6 prs. butts, 3½x4,	25	1 50
	"	"	9 " 3x3½,	22	1 98
	"	"	2 gross screws 1½ in.,	73	1 46
	"	"	6 locks,	60	3 90
	"	"	2500 ft. bevel siding,	3 80	95 00
10	"	"	106 ft. 2 in. panel plank,	7 00	7 42
	"	"	352 ft. ½ in. pine panel,	4 50	15 84
	"	13,	8 brackets,	30	2 40
	"	"	4 lights, 10x18, circle,	50	2 00
	"	20,	6½ lbs. s. hinges,	10	94
	"	"	3 prs. rollers,	55	1 65
	"	"	1½ doz. bolts,	40	60
	"	"	8 doz. screws,	5	40
	"	"	26 ft. track,	9	2 34
	"	"	1 hammer,		1 00
20	"	"	1840 lbs. coal,	6 50	5 98
	"	22,	1 door,		3 75
	"	"	568 ft. hem. bds. & sct.,	2 25	12 78
	"	23,	6 white drawer knobs,		75
	"	"	2 gross 2½ in. screws,	83	1 66
	"	"	12 pr. butts, 2½x3,	15	1 80
	"	"	500 ft. pine bds., planed,	4 25	21 25
	"	"	128 " "	4 00	5 12
	"	24,	12 locks,	65	7 80
	"	"	2 white knobs,		25
30	"	"	24 pr. butts, 3x3,	20	4 80
	"	"	2 gross screws, 1½ in.,	75	1 50
	"	"	1 door bell, complete,		2 75
	"	"	2 prs. hangers,		50
	"	25,	2500 ft. pine flooring,	37 50.	93 75
	"	30,	3 doors,	4 75	12 75
	"	"	2 "	3 90	7 80
	"	"	1 "	4 15	4 15
	"	"	2 "	3 80	7 60
	"	"	1 "	3 65	3 65
40	"	"	78 lights 8x10,	18	14 04

"	"	6 " 10x14,	26	78
"	31,	1008 ft. roof lath,	75	\$7 56
April	2,	138 ft. m.,	\$1 75	2 40
"	"	9 lights 9x16,	27	2 43
"	"	1 head light,		1 00
"	5,	4389 ft. pine bds. planed,	42 00	184 34
"	12,	640 ft. roof lath,	75	4 80
"	17,	2990 ft. timber, 22 ft.,	20 00	59 80
"	"	2846 " 18 ft.,	18 00	51 22
"	"	600 ft. 16 ft. bds.,	18 00	10 80 10
"	"	1440 ft. roof lath,	55	7 92
"	21,	457 ft. pine flooring,	3 75	17 13
"	27,	int. and dis. on note,		1 85
"	"	1 keg nails,		6 00
"	"	4011 ft. hem. bds.,	18 00	72 20
"	"	5136 roof lath,	55	28 25
"	"	7500 ceil. lath,	3 25	24 38
"	28,	746 ft. siding,	35 00	26 11
"	"	21 ft. pine rails,	32	6 72
"	"	1522 ft. siding,	35 00	53 37 20
"	"	386 " "	"	13 51
"	"	51 ft. 1/2 in. pine bds.,	45 00	2 30
"	"	600 pales,	3 50	21 00
"	30,	32 lights, 14x30,	90	28 80
"	"	24 " 10x12,	23	5 52
"	"	36 " 14x28,	85	30 60
"	"	2 " 9x18,	40	80
"	"	4 " 15x19,	56	2 24
"	"	24 " 9x10,	22	5 28
"	"	4 " 10x18,	45	1 80 30
May	5,	504 ft. hem. sct.,	2 25	11 34
"	"	86 ft. 1/2 in. pine bds.,	4 00	3 44
"	"	106 ft. moulding,	2 25	2 39
"	6,	300 " "	2 50	7 50
"	"	300 " "	2 00	6 00
"	8,	1 circle window,		5 00
"	"	1200 ft. long hem.	20 00	24 00
"	"	3308 ft, short "	18 00	59 54
"	"	2097 ft. bds., "	"	37 75
"	10,	1279 ft. edge,	34 00	43 49 40

	"	11,	int. & dis. on note,		\$7 75
	"	12,	900 ft. pine flooring,	\$3 75	33 75
	"	13,	112 ft. moulding,	2 50	2 80
	"	15,	1 pr. doors,		18 00
	"	"	4 doors,	4 45	17 80
	"	"	1 "		4 25
	"	"	7 "	3 70	25 90
	"	"	1 "		3 80
	"	"	2 "	3 50	7 00
10	"	"	100 ft. moulding,	3 50	350
	"	"	2 drop escutcheons,	31	62
	"	"	2 doz. door esct.	1 25	2 50
	"	"	1 " knobs,		2 60
	"	17,	719 ft. pine flooring,	3 75	26 97
	"	"	6 lights, 9x12,	22	1 32
	"	"	579 ft. pine flooring,	3 75	21 72
	"	"	341 ft. cull. "	2 50	8 53
	"	19,	1 door,		3 00
	"	20,	300 ft. 1 in. pine bds.,	4 00	12 00
20	"	"	360 ft. hem. sct.,	2 25	8 10
	"	27,	32 lights, 14x32,	1 20	38 40
	"	"	1 head light,		2 25
	"	"	1 " "		1 75
	"	"	10 brackets,	40	4 00
	"	"	700 ft. pine plank,	4 20	29 40
	"	"	126 " 2 in. plank,	3 50	4 41
	"	"	108 " 1½ in. "	7 00	7 56
	"	"	40 " 2 in. "	4 50	1 80
	"	"	3 doz. 3¼ frame pulleys,	50	1 50
30	"	"	5½ lbs. sash cord,	45	2 47
	"	"	1½ doz. sash fast.,	1 80	2 70
	"	28,	1792 ft. siding,	3 50	62 72
	"	"	2 flush bolts,	40	80
	"	"	exchange in sash,		32
	"	"	333 lbs. sash weights,	3 50	11 65
	"	"	500 ft. face boards,	4 20	21 00
	"	"	668 ft. siding,	3 50	23 38
	"	29,	cash lent,		100 00
June	"	4,	262 ft. hem. timber,	2 00	5 24
40	"	5,	6¾ lb. sash cord,	45	3 03

75	June	7,	160 ft. $\frac{1}{4}$ round mould.,	\$3 50	\$5 60
75	"	"	300 " "	2 80	7 50
80	"	"	200 " "	2 00	4 00
00	"	8,	403 ft. flooring,	3 75	15 12
80	"	"	349 " edging,	42 00	14 66
25	"	"	280 " $\frac{1}{2}$ -in. pine,	45 00	12 60
90	"	"	252 " hem.,	2 25	5 67
80	"	"	507 " pine flooring,	3 75	19 02
00	"	9,	6790 " hem. bds. and finish,	2 25	152 78 10
350	"	"	832 ft. roof lath,	75	6 24
62	"	"	1 pr. doors,		13 00
50	"	"	1 door,		4 45
60	"	15,	310 lbs. sash weights,	3 $\frac{1}{2}$	10 85
97	"	17,	7555 ft. hem. tim. and bds.,	18 00	135 99
72	"	"	806 ft. hem. bds.,	2 25	18 14
53	"	18,	84 " " set,	2 00	1 68
00	"	"	10 window frames,	2 50	25 00
00	"	"	200 ft. hem. bds.,	2 00	4 00 20
10	"	"	708 " can. pine floor- ing,	3 75	26 43
40	"	"	1010 ft. pine flooring,	3 75	37 86
25	"	"	2200 " siding,	35 00	77 00
75	"	"	1805 " flooring,	37 50	67 69
00	"	"	2000 " edging,	42 00	84 00
40	"	"	292 " 2-in panel,	6 00	11 52
41	"	"	202 " $\frac{1}{2}$ -in. pine,	4 50	9 09
56	"	21,	108 lights, 9x12,	22	23 76
80	"	"	600 ft. edging, planed,	42 00	25 20 30
50	"	"	204 " pine flooring,	3 75	7 65
17	"	"	500 " hem. bds.,	2 00	10 00
70	"	25,	4 doors,	4 25	17 00
72	"	"	8 "	3 70	29 60
80	"	"	5 "	3 60	18 00
2	"	"	96 ft. moulding,	3 50	3 36
35	"	26,	44 lights, 14x28,	85	37 40
00	"	29,	408 ft. hem. set	2 $\frac{1}{2}$	10 80
4	"	"	21 pieces, 2x3, 18 —	22	4 62
3	"	"	101 ft. 5-4 plank, planed,	6 25	6 31 40

	June	29,	21 ft. pine bds.,	\$4 25	\$ 89
	July	1,	100 " moulding,	2 00	2 00
	"	"	12 " "	4 00	48
	"	5,	10 brackets,	60	6 00
	"	10,	4 lights, 15x18,	70	2 80
	"	"	12 " 14x26,	85	10 20
	"	"	4 " 10x18,	47	1 88
	"	"	44 " 9x12,	22	9 68
	"	"	16 " 10x12,	23	3 68
10	"	"	1 pr. doors,		30 00
	"	15,	234 ft. moulding,	2 00	4 68
	"	"	240 " "	2 25	5 40
	"	"	96 " "	2 50	2 40
	"	"	12 " "	4 00	48
	"	"	540 " pine boards, planed,	42 00	22 68
	"	"	18 prs. butts,	20	3 60
	"	"	6 lights, 9x11,	21	1 26
	"	"	4 " 9x18,	35	1 40
20	"	17,	5 doors,	4 25	21 25
	"	"	1 "		4 45
	"	"	5 "	4 00	20 00
	"	19,	1 "		4 45
	"	"	3 "	3 70	11 10
	"	"	4 "	3 70	14 80
	"	"	1 "		3 65
	"	"	6 lights, 9x17,	35	2 10
	"	21,	32 ft. moulding,	1 00	32
	"	22,	9 base knobs,	15	1 35
30	"	23,	425 ft. pine bds.,	47 00	19 79
	"	"	108 " 5-8 in. pine bds.,	4 00	4 32
	"	"	90 " " " "	3 75	3 36
	"	"	3 porce. d. knobs,	75	2 25
	"	28,	196 ft. siding,	3 50	6 86
	"	29,	1 door.		4 25
	"	"	2 "	3 70	7 40
	August	9,	120 ft. ceil. bds.,	4 50	5 40
	"	"	1 door,		4 05
	"	"	1 "		3 70
40	"	"	2 "	3 70	7 40

August 19,	1 stair rail,		\$34 50
" 23,	freight,		4 80
" 28,	800 ft. planed bds.,	\$4 00	32 00
" "	224 " " for strips,	4 00	8 96
" "	cutting 84 strips,	1	84
" 31,	156 ft. planed bds.,	4 00	6 25
" "	400 " s. flooring,	3 25	13 00
" "	259 " siding,	35 00	8 75
Sept'r. 1,	80 " planed bds.,	4 00	3 20
" "	200 " work. bds.,	4 25	8 50 10
" "	205 " pine bds.,	4 50	9 23
" "	320 " roof lath,	70	2 24
" "	168 " scantling,	2 14	3 78
" 6,	301 " hem. bds.	2 25	6 77
" 14,	interest on note,		6 38
" 17,	192 ft. roof lath,	75	1 44
" 22,	6554 " hem.,	18 00	117 97
" 29,	320 " pine flooring,	4 25	15 60
" "	151 " " bds.,	4 75	7 67
Oct'r. 1,	8 lights, 14x16,	45	3 60 20
" "	8 " 14x18,	50	4 00
" "	18 " 10x12,	26	4 68
" 7,	12 " 10x12,	26	3 12
" 26,	550 pales,	3 50	19 25
" "	133 ft. pine bds,	4 50	5 98
" "	21 rails,	40	8 40
" "	48 ft. fence m.,	2 25	1 08
1870.			
Jan'y. 17,	26 ft. moulding,	2 00	52
" 26,	12 lights, 24x44,	5 00	60 00 30
" "	3 " 20x27,	3 70	11 10
Feb'y. 16,	12 " 34x44,		38 87
March 11,	500 ft. hem. bds.,	2 25	11 25
" "	409 " pine "	4 00	16 36
" "	64 " 2 in. plank,	4 50	2 88
" 23,	3664 " hem. frame,	2 25	82 44
" "	704 " roof lath,	7 00	4 92
" "	1400 " sp. flooring,	3 25	45 50
" "	1808 " com. bev. sid.,	3 40	61 47
" "	710 " " " pla'd.,	42 00	29 82 40

	March	29,	128 lights, 10x12,	26	\$33 28
	"	"	3 doors,	\$3 70	11 10
	April	4,	28,200 ceiling lath,	3 50	98 70
	"	20,	300 ft. edge.,	34 00	10 20
	"	"	55 " pine bds.,	5 00	2 75
	"	"	210 " flooring,	4 25	8 55
	"	"	20 " $\frac{1}{2}$ -in. pine bds.,	4 00	80
	"	"	84 " hem.,	2 25	1 89
	"	29,	112 " 1-in. pine bds.,	3 00	3 36
10	"	"	1 glass, 10x12,		08
	July	18,	28 ft. pine bds., 5-4 in. planed,	7 00	1 96
	"	"	2 tie posts,		2 00
	"	20,	128 ft. pine bds., planed,	4 00	5 12
	"	22,	1777 " hem. " "		
			and set,	2 25	39 89
	"	"	275 " edg., planed,	4 00	11 00
	"	"	500 " siding.	3 75	18 75
	"	"	76 lbs. nails,	5 $\frac{1}{2}$	4 18
20	"	23,	66 ft. hem. bds.,	2 25	1 49
	"	"	2 lbs. spikes,		11
	"	"	1 $\frac{1}{2}$ hem. rails,	20	30
	"	25,	3 lbs. nails,	5 $\frac{1}{2}$	17
	"	26,	12 " "	5 $\frac{1}{2}$	66
	"	"	403 ft. pine flooring,	4 00	16 12
	"	"	54 " hem. bds.,	2 25	1 44
	"	"	24 " " " set,	2 25	54
	"	28,	80 " in. round,	3 50	2 80
	"	29,	71 " hem. bds.,	2 25	1 60
30	"	"	158 " pine flooring,	4 00	6 32
	"	"	6 lbs. nails,	5 $\frac{1}{2}$	33
	"	"	cash lent,		49 12
	"	30,	438 ft. pine flooring,	4 00	17 52
	August	1,	3 lbs. nails,	5 $\frac{1}{2}$	17
	"	"	56 ft. siding,	3 75	2 10
	"	2,	48 " o. moulding,	3 00	1 44
	"	"	169 " flooring,	4 00	6 76
	"	3,	112 " wainscoting,	4 00	4 48
	"	"	4 lbs. nails,	5 $\frac{1}{2}$	22
40	"	4,	176 ft. pine bds.,	3 75	6 60
	"	"	16 ft. pine bds.,	3 50	56

August 8,	½ lb. blind staples,		15
" 9,	5 lbs. nails,	05	25
" 10,	18 ft. pine bds,	\$5 00	90
" " 10,	44 " 2-in. plank,	4 50	\$1 98
" " 10,	17 " moulding,	3½	43
" 11,	10 lbs. nails,	05	50
" 12,	28 ft. moulding,	2 00	56
" " 12,	56 " pine bds,	4 00	2 24
" " 12,	½ lb. finishing nails,	06	03
" 13,	8 ft. siding,	4 00	32
" 16,	1 lock,		50 10
" " 16,	1 pr. butts & screws,		23
" " 16,	1 lock,		50
" " 16,	3 doz. screws,	07	21
" " 16,	1 pr. butts & screws,		23
" " 16,	30 ft. pine bds.	06	1 80
" " 16,	9 " " "	04	36
" " 16,	56 " " plank,	4 00	2 24
" 17,	8 lights, d. 7,	4 25	34 00
" " 17,	4 " "	3 00	12 00
" " 17,	1 door,		3 20 20
" " 17,	1 " "		5 40
" " 17,	1 transom		1 75
" 18,	36 ft. pine bds.,	6 00	2 16
" " 18,	102 " " "	4 00	4 08
" " 18,	52 " 1½-in. ¼ o.,	03	1 56
" " 18,	1 stair-door lock,		1 50
" " 18,	1 " latch,		25
" " 18,	1 pr. acorn butts,		30
" " 18,	16 screws,		10
" " 18,	12 " "		06
" 19,	36 ft. pine bds.,	4 00	1 44
" " 19,	16 " moulding,	2 00	32
Octo'r. 3,	370 " siding,	3 00	8 10 30
" " 3,	ripping siding,		68
" " 3,	31 ft. pine bds.,	4 00	1 24

Nov. 10, to note of Nov. 10th, 1869, for \$500. Pro-
 tested Dec. 13th, 1869. Protest \$1.78, and
 interest to Aug. 14th, 1871, 558 64

[This note was a renewal of the note for \$500, credited
 September 14th, 1869.]

		C. S. Hummel, Cr. .	
1868.			
	September 21,	wagon and harness,	\$80 00
	“ “	cash,	200 00
	“ 30,	freight,	55 08
1869.			
	February 10,	note in bank,	600 00
	March 10,	cash,	300 00
	“ 30,	freight,	67 29
	April 17,	“	68 14
10	“ 27,	note,	173 71
	“ 28,	cash,	50 00
	May 11,	two notes in bank,	630 00
	“ 31,	note in bank,	460 00
	June 3,	cash,	100 00
	“ 19,	freight,	72 21
	“ “	deduction,	16 88
	July 8,	cash,	210 00
	“ 10,	sash returned,	7 40
	“ 15,	cash,	175 00
20	“ 20,	“	500 00
	September 14,	note in bank,	500 00
	October 27,	freight,	22 75
	November 19,	note,	250 00
	December 8,	freight,	26 00
	“ 21,	lumber returned,	115 41
1870.			
	March 31,	goods “	38 87
	May 11,	cash,	316 57
	“ 20,	cash from Tom Mayher,	85 00
30	July 28,	cash from Mrs. T. H. Risler,	69 44
	August 4,	cash,	79 00
	“ 18,	nails returned,	33
	“ 20,	cash,	120 00
	September 3,	“	8 69
	“ 22,	“	12 00
1871.			
	March 2,	“	50 00
	April 10,	work done in Fisher & Hoff- man's store-house,	23 38

Judgment will be claimed for nineteen hundred and eight dollars and seventy-five cents, together with interest on the same from the third day of October, eighteen hundred and seventy.

EXHIBIT G.

Clinton Station, New Jersey,
September 21, 1868.

\$200.

Received of Mr. C. S. Hummel, two hundred dollars on account.
W. E. HOFFMAN, Treas.

[Two cent internal revenue stamp.]

10

EXHIBIT H.

\$600. Clinton, N. J., Feb. 10th, 1869.

On the first day of April next I promise to pay to the order of the Clinton Station Gen. M'd'se & M'f'g Co., six hundred dollars, at the Clinton National Bank, without defalcation or discount. Value received.

No. 242.

C. S. HUMMEL.

[Three ten cent internal revenue stamps.]

EXHIBIT I.

Rec'd M'ch 10th, 1869, of Stewart Hummel, three hundred dollars on account.

\$300.

J. R. FISHER, Pres.

[Two cent internal revenue stamp.]

EXHIBIT K.

Clinton Station, N. Jersey,
 July 19th, 1869.
 \$500.
 Received of C. S. Hummel, five hundred dollars on account.
 IRA C. HARVEY, Acc't Sup't.
 [Two cent internal revenue stamp.]

EXHIBIT L.

Clinton Station, N. J., July 16, 1869.
 Received, of Mr. C. S. Hummel, one hundred and seventy-
 10 five dollars on account.
 \$175. M. E. HOFFMAN, Treas.

EXHIBIT M.

Received, Clinton Station, July 8th, 1869, of C. S. Hummel, two hundred and ten dollars on account.
 IRA C. HARVEY, Ac't. Supt.
 [Two cent internal revenue stamp.]

EXHIBIT N.

No. 176. Sand Cut, Penna., Sept. 5, 1868.
 Shipped in good order on board Car No. 531, D. L. & W.
 30 R. R., the following packages of lumber, marked:
 viz.: C. S. HUMMEL, High Bridge, N. J.

Pieces.	Size.	Lgth.	Pieces.	Size.	Lgth.
4	4x7	20	15	2x6	16
10	2x4	18	6	4x9	14

5	3x4	18	4	4x5	14	3000 feet
59	2x3	18	39	2½x9	14	heml. b'ds.
1	4x5	16	35	2x6	14	
19	2½x9	16	3	5x6	16	

HARVEY & Co.,
For C. S. G. M. & M. Co.

No. 177.

Sand Cut, Penna., Sept. 7, 186

Shipped in good order on board Car No. 437, D. L. & W.
R. R., the following packages of lumber, marked ;

viz.: C. S. HUMMEL, High Bridge, N. J. 10

Pieces.	Size.	Lgth.	Pieces.	Size.	Lgth.	
2	4x8	30	6	4x9	16	
2	5x6	28	3	4x5	16	8000 ceil-
4	4x7	20	3	2½x9	16	ing lath.
2	4x8	20	6	2x6	16	1700 feet
58	2x4	18	2	2½x9	14	hem. 16 ft.
30	3x4	18	34	2x6	14	bds.
4	2x3	18	1	5x6	16	
255	1x2½	16				

HARVEY & Co., 20
For C. S. G. M. & M. Co.

EXHIBIT O.

This certifies that the Clinton Station Gen. M'd'ze and
M't'g Co., by these presents, release all claims, dues and
demands that they now have against the house now occu-
pied by Christian Haar, at High Bridge.

Apr. 26th, 1889.

IRA C. HARVEY, Supt.



