

New Jersey Court of Errors and Appeals.

SAMUEL FLEISCHMAN, appellant,

v.

CHARLES E. YOUNG and OTHERS, respondents,

} *On appeal.*

BILL OF COMPLAINT.

*To his Honor Benjamin Williamson, esquire, Chancellor of the State
of New Jersey.*

Humbly complaining, showeth unto your Honor your orators, Charles E. Young and John Young, both of the city of Newark, in the county of Essex, and state of New Jersey, partners in trade, under the copartnership name, style, and firm of C. E. Young & Co.; and Samuel Halsey and Charles Taylor, both of said city, 5 partners in trade, under the name, style, and firm of Halsey & Taylor; Abraham Mockridge and Elias Francis, also of said city, partners in trade, under the name, style, and firm of Mockridge & Francis; John S. Peshine and Daniel F. Cope, both of said city, partners in trade, under the name, style, and firm of John S. Peshine 10 & Co.; Alexander M. Agens and David S. Osborn, both of said city, partners in trade, under the name, style, and firm of Agens & Co.; Julius Adler, of said city, William Cory and George Martz, of the township of New Providence, in said county of Essex, and Samuel M. Howell, of Newark aforesaid, in behalf of themselves 15 and such other of the creditors of the firm of Trier & Co., manufacturers of patent leather, late doing business in said city, who may apply to be made parties to this suit, and may contribute to the expenses thereof; that said firm of Trier & Co. was composed of Louis Trier, of said city, and Abraham Dittenhœffer, of the city 20 of New York, in the state of New York; that some time prior to the month of August, in the year of our Lord eighteen hundred and fifty-one, the said Louis Trier, in connection with one Solomon Newman, of Newark aforesaid, had carried on successfully, as your orators are informed and verily believe, the said business 25 of manufacturing patent leather; that in or about said month of August, in the year of our Lord one thousand eight hundred and fifty-one, the said Abraham was admitted into said concern, as a partner therein, and the said business was then, and for about one

year thereafter, carried on under the name, style, and firm of Newman, Trier & Co.

And your orators further show unto your Honor, that said Solomon Newman retired from said concern in or about the month of
 5 August, in the year of our Lord eighteen hundred and fifty-two, selling his interest therein, as your orators have been informed and believe, to said Abraham Dittenhœffer, who thenceforward and until the sixteenth day of July, in the year of our Lord eighteen hundred and fifty-three, in connection with and as partner of said
 10 Louis Trier, carried on said business at Newark aforesaid, under the said copartnership name and firm of Trier & Co.

And your orators further show unto your Honor, that said firm of Trier & Co. became indebted to your orators, the said Charles E. Young and John Young, as such firm of C. E. Young & Co.,
 15 from the third day of January, in the year of our Lord one thousand eight hundred and fifty-three, to the fifteenth day of the month of July, in the same year, for goods, wares, and merchandise by the said firm of C. E. Young & Co. furnished, sold, and delivered to them, at their request, at divers times, in the sum of two hundred and fifty-four dollars and ninety-five cents, in which sum said
 20 firm of Trier & Co. is now indebted to said firm of C. E. Young & Co., no part thereof having been at any time paid or satisfied; that said firm of Trier & Co., from the first day of June, in the year of our Lord one thousand eight hundred and fifty-three, to
 25 the tenth day of June, in the same year, became indebted unto your orators, Samuel Halsey and Charles Taylor, as such firm of Halsey & Taylor as aforesaid, in the sum of one hundred and nine dollars and twenty-seven cents, for goods, wares, and merchandise sold and delivered to said firm of Trier & Co. by the said firm of
 30 Halsey & Taylor, on the said first day of June and said tenth day of June, in the year of our Lord one thousand eight hundred and fifty-three, at the request of said Trier & Co., which said sum of one hundred and nine dollars and twenty-seven cents is still due and owing to said firm of Halsey & Taylor from said firm of Trier & Co.; that said
 35 firm of Trier & Co. became and now are indebted to said firm of Mockridge & Francis in a considerable sum of money, for goods, wares, and merchandise by said firm of Mockridge & Francis to them furnished, sold, and delivered, at their request, from the nineteenth day of January, in the year of our Lord one thousand eight hundred and fifty-three, to the thirteenth day of July, in the year of
 40 our Lord one thousand eight hundred and fifty-three; that said firm of Trier & Co. became and now are indebted to said firm of

John S. Peshine & Co. in the sum of sixty-nine dollars and seventy-six cents, for goods, wares, and merchandise sold and delivered by said firm of John S. Peshine & Co. to said firm of Trier & Co., from the nineteenth day of January, in the year of our Lord one thousand eight hundred and fifty-three, to the eighth day of July, 5
 in the year of our Lord one thousand eight hundred and fifty-three; that said firm of Trier & Co. became and now are indebted unto the said firm of Agens & Co. in the sum of seventy-eight dollars and sixty-two cents, for goods, wares, and merchandise by them to said firm of Trier & Co. furnished, sold, and delivered, at their re- 10
 quest, from the seventh day of February, in the year of our Lord one thousand eight hundred and fifty-three, to the twenty-fifth day of June, in the same year; that said firm of Trier & Co. became and now are indebted unto your orator, Julius Adler, in the sum of two hundred and fifty-nine dollars and seventy-one cents, for 15
 goods, wares, and merchandise by them sold and delivered, at their request, from the fifteenth day of April, in the year of our Lord one thousand eight hundred and fifty-three, to the fifteenth day of July, in the year of our Lord one thousand eight hundred and fifty- 20
 three; that the said firm of Trier & Co. became and are indebted to your orator, William Cory, in a large sum of money, for bark furnished, sold, and delivered by him to them, at their request; and that said firm became and are indebted to your orator, George Martz, in a large sum of money, for bark furnished, sold, and de- 25
 livered by him to them, at their request.

And your orators further show unto your Honor, that at the time when the said Abraham Dittenhœffer became a copartner with said Louis Trier, as aforesaid, it was agreed, by and between him and said Trier, that he should contribute to said firm of Trier & Co., and the business thereof, the sum of ten thousand dollars in cash, 30
 as his proportion and share of the capital thereof, and that from about the said month of August, in the year of our Lord one thousand eight hundred and fifty-one, to about the first day of January, in the succeeding year, the said Abraham Dittenhœffer, in pursu- 35
 ance of said agreement, did contribute said ten thousand dollars of capital to said concern in cash.

And your orators further show unto your Honor, that from the time when the said Abraham Dittenhœffer entered into copartner- ship with said Louis Trier, as aforesaid, until on or about the six- 40
 teenth day of July, in the year of our Lord one thousand eight hundred and fifty-three, the said firms of Newman, Trier & Co. and Trier & Co. carried on, at Newark aforesaid, and at Orange

in said county of Essex, their said business of manufacturing and vending patent leather, with very considerable profit and success, their said business during all that period having been very fortunate, the profits large, and their losses very inconsiderable.

5 And your orators further show unto your Honor, that from the fifth to the ninth day of July, in this present year, eighteen hundred and fifty-three, an account of the stock and affairs of said firm of Trier & Co. was taken in the course of their business, and the assets of said firm were found to amount to about thirty thousand dollars, and their debts and liabilities, according to their books, amounted at that time to not more than from nine thousand dollars to ten thousand dollars, so that, as then appeared by the said account of stock and assets and said books, said firm was then not only entirely solvent, but had a large surplus of assets over and
10 above the amount requisite to meet and satisfy all their debts and liabilities; and said firm of Trier & Co. was then, as your orators charge and verily believe, entirely and abundantly solvent.

And your orators further show unto your Honor, that notwithstanding the said manifest and entire solvency of said firm of Trier
20 & Co., the said Louis Trier and Abraham Dittenhœffer, contriving and combining together with Isaac Dittenhœffer, Herman Bernheimer, Samuel Fleischman, Samuel Schiffer, Gabriel Schiffer, Jacob Schiffer, and Philip Pike, all of said city of New York, as your orators believe, except said Samuel Fleischman, who resides,
25 as your orators are informed and believe, in the state of Florida, to cheat and defraud your orators and the other *bona fide* creditors of said firm of Trier & Co., and to get into their hands the entire assets of said firm, or the proceeds thereof, caused and procured, on or about the fifteenth day of July, in the year of our Lord one
30 thousand eight hundred and fifty-three, three several judgments to be entered up against them, the said Louis Trier and Abraham Dittenhœffer, in the circuit court of said county of Essex, by confession on bonds with warrants of attorney to confess judgments thereon by them, the said Louis Trier and Abraham Dittenhœffer,
35 then given, one of which said judgments was for the sum of four thousand eight hundred and fifty dollars, or thereabouts, of debt, and four dollars, of costs of suit, and is in favor of the said Herman Bernheimer; another is in favor of said Samuel Fleischman, and is for the sum of ten thousand three hundred and twenty-four
40 dollars and forty-six cents, or thereabouts, of debt, and four dollars, costs of suit; the other of which said judgments is in favor of said Samuel Schiffer, Gabriel Schiffer, and Jacob Schiffer, and

is for the sum of one thousand five hundred and twenty-six dollars and twenty-five cents, or thereabouts, of debt, and four dollars, of costs of suit; and on or about the nineteenth day of said month of July, in the year of our Lord eighteen hundred and fifty-three, did cause and procure to be entered up in that court against them, by confession on bond and warrant of attorney to confess judgment thereon by them, then giving another judgment in favor of said Philip Pike, which said last named judgment is for the sum of four thousand six hundred and fifty dollars, or thereabouts, of debt, and four dollars, of costs of suit. 5 10

And your orators further show unto your Honor, that in and by the affidavit of said Herman Bernheimer, filed in said court with the roll of said judgments so as aforesaid confessed to him, it is alleged that the true consideration of the bond for which that judgment was confessed is, as to two thousand six hundred dollars thereof, so much money actually loaned by said Bernheimer to said Louis Trier and Abraham Dittenhœffer, as to twelve hundred dollars thereof, so much money assumed to be paid by said Herman Bernheimer to Moses Schloss, at the request of said Louis Trier and Abraham Dittenhœffer, for a debt to that amount due from them to him for so much money loaned by him to them, for which said Herman Bernheimer (as alleged in said affidavit) has become liable to said Moses Schloss, as to one hundred and fifty dollars thereof, for so much money assumed to be paid by said Herman Bernheimer, at their request, to Samuel Bachrach, for a debt to that amount due from them to him, for which said Herman Bernheimer (as alleged in said affidavit) has become liable to said Samuel Bachrach as to one hundred dollars thereof, for so much money assumed to be paid by said Herman Bernheimer to Abraham S. Hermann, being for a debt of that amount due from them to him for money loaned, for which (as alleged in said affidavit) said Herman Bernheimer has become liable to said Abraham S. Hermann, at their request, and as to six hundred and fifty dollars thereof, so much money assumed to be paid by said Herman Bernheimer, at said Louis Trier and Abraham Dittenhœffer's request, to John Lehmaier and Morris Lehmaier (partners under the name of Lehmaier Brothers) for a debt of that amount due from the said Louis Trier and Abraham Dittenhœffer to Lehmaier Brothers for money loaned by them to said Louis Trier and Abraham Dittenhœffer, and for which (as alleged in said affidavit) said Herman Bernheimer has become liable to Lehmaier Brothers, and as to one hundred and fifty dollars, the residue thereof, for so much money due from said 15 20 25 30 35 40

Louis Trier and Abraham Dittenhœffer to said Herman Bernheimer, for interest on the moneys so as aforesaid loaned by said Herman Bernheimer to said Louis Trier and Abraham Dittenhœffer, and for which (as alleged in said affidavit) he has so as aforesaid
 5 become liable for them.

And your orators further show unto your Honor, that the affidavits filed within the roll of said judgment in favor of said Samuel Fleischman is made not by said Fleischman but purports to be by one Isaac Dittenhœffer, the father of said Abraham Dittenhœffer,
 10 wherein it is alleged that the true consideration of the bond for which that judgment is confessed is for so much money loaned and advanced, at different times, by the said Samuel Fleischman to the said Louis Trier and Abraham Dittenhœffer, by said Isaac Dittenhœffer, as the agent of said Samuel Fleischman in the matter; that
 15 in and by the affidavit filed with the roll of said judgment in favor of said Samuel Schiffer, Gabriel Schiffer, and Jacob Schiffer, (and which affidavit purports to be made by said Gabriel Schiffer) the true consideration of the bond for which that judgment is confessed is said to be for so much money actually loaned by them to said
 20 Louis Trier and Abraham Dittenhœffer; and that in and by the affidavit filed with the roll of said judgment in favor of said Philip Pike, the true consideration of the bond for which that judgment is confessed is said to be for so much money actually loaned by said Philip Pike to said Louis Trier and Abraham Dittenhœffer.
 25 And the said several affidavits set forth no further particulars whatever, as to said several alleged indebtednesses, than as aforesaid.

And your orators further show unto your Honor, that a writ of *feri facias* was forthwith, after the entry of said judgments, issued on each of said judgments, and placed in the hands of the sheriff
 30 of the said county of Essex, John Kennedy, esquire, and said sheriff, by virtue thereof, was directed to levy upon the stock in trade, tools, implements, goods, and chattels, of said firm of Trier & Co., and sell the same under said executions, and he accordingly made said levy, and advertised the said stock in trade, tools, implements,
 35 goods, and chattels to be sold by him, under and by virtue of said writs of *feri facias*, on Tuesday, the twenty-sixth day of July, in the year of our Lord one thousand eight hundred and fifty-three, at ten o'clock in the forenoon of that day, at which time the said sheriff adjourned the said sale to the fifth day of August next, at ten
 40 A. M., and that said sale has been further adjourned to Tuesday, the ninth day of said month of August; and said sheriff will, as your orators verily believe, unless restrained from so doing by this

honorable court, proceed to sell said stock in trade, tools, implements, goods, and chattels accordingly.

And your orators further show unto your Honor, that a sale of said property by said sheriff, under said executions, would be attended with great sacrifice of the property, and that on such sale your orators verily believe said property of said firm would not bring enough money to pay and satisfy said four judgments confessed as aforesaid. 5

And your orators further show, that the balance of twenty thousand dollars, which appeared as aforesaid on the taking of the said account of the stock and affairs of said firm, was a nominal balance, only formed by deducting from the estimated value of the assets of said firm the amount of moneys which they appeared by their books to owe. 10

And your orators further show unto your Honor, that if, taking said assets at the said estimated value thereof, thirty thousand dollars, the said alleged claims whereon said judgments are alleged to be founded be allowed as good and valid against said firm, then said firm is insolvent, and your orators will not, nor will any of them, as your orators verily believe, realize from said firm, or the assets thereof, any part of their claims against said firm. 15 20

And your orators further show unto your Honor, and charge that said confession of said judgments, as aforesaid, was and is to be held and deemed to be an act of bankruptcy.

And your orators further show unto your Honor, that none of the claims for or in respect of which said judgments were so as aforesaid confessed were at any time entered in the books of said firm of Trier & Co., nor have the persons in whose favors said judgments were confessed as aforesaid, or any of them, appeared on the said books, at any time, as creditors of said firm, in any way or for any amount. And your orators verily believe, from information they have received, and which they believe to be true, and expect to be able to prove, that said claims, if the same ever had any real existence, were in no wise valid claims against the said firm, but were individual indebtedness of the said Isaac Dittenhœffer, who, as your orators verily believe and charge the truth to be, was in reality interested in said firm of Trier & Co., and was represented therein by Abraham Dittenhœffer, his said son, who, as your orators are credibly informed and verily believe, was at the time of his becoming a partner of said Louis Trier as aforesaid, a mere youth of the age of not more than fifteen years; and your orators believe and charge the truth to be, that while said Abra- 25 30 35 40

ham Dittenhœffer was the nominal and ostensible partner of said Louis Trier in said firm of Trier & Co. the said Isaac Dittenhœffer was in fact the partner of said Trier therein, and that the said judgment, confessed as aforesaid in favor of said Fleischman, for money alleged to have been loaned by said Isaac Dittenhœffer to said firm of Trier & Co., as agent of said Fleischman, is for the same money which was put into said firm by said Abraham Dittenhœffer, as his contribution to the capital thereof, on his becoming a partner therein as aforesaid, pursuant to his said agreement in that behalf; and that said other moneys, for which said other judgments are alleged to have been confessed, were, if the same were ever loaned at all, loans effected by said Isaac Dittenhœffer, individually, on his individual responsibility and account, and if the same, or any part thereof, ever have gone into the business of said firm of Trier & Co., the same were contributed as and for the individual contributions of said Abraham Dittenhœffer to the capital of said concern, and were not, nor was any part thereof, loaned on the credit of said firm in any way, nor was the said firm responsible therefor in any way, nor can the same be lawfully held or deemed to be debts due from said firm, but the same are in fact the individual indebtedness of the said Isaac Dittenhœffer or of said Abraham Dittenhœffer, and, as such, cannot, as your orators are advised by their counsel, and respectfully submit, lawfully be paid out of the assets of said firm, until the claims of your orators and the *bona fide* creditors of said firm shall first have been satisfied out of said assets. And your orators verily believe, and charge the truth to be, that the confessions of said judgments is a mere fraudulent device of said Louis Trier, Abraham Dittenhœffer, Isaac Dittenhœffer, and the persons in whose favor said judgments were confessed, to absorb the assets of said concern, by a forced sheriff's sale, in the payment of said individual indebtedness of said Isaac Dittenhœffer or Abraham Dittenhœffer, and thereby to defraud your orators and the other *bona fide* creditors of said concern out of the moneys due them from said firm.

And your orators further show unto your Honor, that the said Louis Trier, Abraham Dittenhœffer, and Isaac Dittenhœffer, in order to carry out with more speciousness their said design of fraudulently applying the assets of said firm to the payment of said individual indebtedness, devised the covenous contrivance of exchanging for the individual notes of said Isaac, which had been given by him for said moneys put into said concern as capital by said Abraham Dittenhœffer, the notes of said firm of Trier & Co., so that

said individual indebtedness of said Isaac might thus appear to be the indebtedness of said firm, and accordingly some time in the month of July, in the year of our Lord one thousand eight hundred and fifty-three, the said Louis Trier and Abraham Dittenhœffer, or one of them, made sundry notes of said firm of Trier & Co., amounting in the whole to the sum of ten thousand three hundred and twenty-four dollars and ninety-six cents, or thereabouts, and delivered the same to said Isaac Dittenhœffer, through the said Abraham Dittenhœffer, a memorandum of which notes was thereupon made in one of the books of said concern, as or in substance 10 as follows :

Passed to A. Dittenhœffer our notes, drawn payable to our order (Trier & Co.) or ourselves, as follows :

June 30th, one, 40 days from date, of	\$1265.00	
“ 30th, “ 1 month “ “ “	2209.96 int.	15
“ 10th, “ 30 days “ “ “	1200.00	
“ 20th, “ “ “ “ “	1500.00	
“ 30th, “ on demand,	2050.00 int.	
“ 25th, “ 1 month from date, of	2100.00 int.	
	<hr/>	20
	\$10,324.96	

And although the said notes appear by said memorandum to have borne date, three thereof on the thirtieth day of June, in the year eighteen hundred and fifty-three, another thereof on the twentieth day of the same month of June, another thereof on the tenth day of that month, and another thereof on the twenty-fifth day of that month, yet four of the same were, as your orators are credibly informed and believe, and expect to be able to prove, made and delivered to said Abraham Dittenhœffer at the same time, to wit, some time in the month of July, eighteen hundred and fifty-three, and the others thereof on the last day of June preceding. And your orators are advised by their counsel, and respectfully submit, that notwithstanding the said exchange of the notes of said firm of Trier & Co. for the individual notes of said Isaac Dittenhœffer or of said Abraham Dittenhœffer, that the character of the indebtedness for which such individual notes were given was not, as against the *bona fide* creditors of said firm, changed, and the same did not thereby become, as against said *bona fide* creditors, the debts of said firm, and are not entitled to payment out of the assets of said firm, until after the claims of said *bona fide* creditors against said firm shall first have been paid and satisfied.

And your orators further show unto your Honor, that they are

advised by their counsel, and they respectfully submit, that said judgment, confessed as aforesaid in favor of said Herman Bernheimer, is illegal and void, for the further reason that the affidavit aforesaid does not allege a present indebtedness to said Herman Bernheimer, except as to the sum of two thousand six hundred dollars thereof; and as to the residue of the amount for which that judgment was confessed, the same appears to be for alleged debts from said firm of Trier and Co. to other persons, and alleged in and by said affidavit to have been assumed to be paid by said Herman Bernheimer, which, as your orators are advised by their counsel, and respectfully submit and insist, is not a lawful consideration for the confession of said judgment to said Herman Bernheimer.

And your orators further show unto your Honor, that on or about the twenty-eighth day of July, in the year of our Lord eighteen hundred and fifty-three, your orators, Elias Francis and Abraham Mockridge, recovered in the court for the trial of small causes of said Essex county, before Caleb H. Andruss, esq., a justice of the peace in and for said county, a judgment against said Louis Trier and Abraham Dittenhœffer for the sum of fifty-three dollars and one cent, of debt, and two dollars and fifty-six cents, of costs of suit, which judgment is for the aforesaid demand of said firm of Mockridge & Francis against said firm of Trier & Co.; and that on or about the same twenty-eighth day of July, last mentioned, your orators, Alexander M. Agens and David S. Osborn, recovered in the same court, before the same justice, against said Louis Trier and Abraham Dittenhœffer, (said firm of Trier & Co.) a judgment for the sum of seventy-nine dollars, or thereabouts, of debt, and one dollar and seventy-nine cents, or thereabouts, of costs of suit; and that on or about the twenty-ninth day of July, eighteen hundred and fifty-three, your orators, John S. Peshine and Daniel F. Colie, recovered in the court for the trial of small causes aforesaid, before Moses R. King, esq., a justice of the peace of said Essex county, a judgment against said Louis Trier and Abraham Dittenhœffer for the sum of sixty-nine dollars and seventy-six cents, or thereabouts, of debt, and one dollar and ninety-two cents, or thereabouts, of costs of suit, which judgment last named was for the aforesaid demand of said John S. Peshine & Co. against said firm of Trier & Co.; and that on or about the third day of August, in the year of our Lord eighteen hundred and fifty-three, in the aforesaid court for the trial of small causes, before said Justice Andruss, your orator, Samuel M. Howell, recovered a judgment against said Louis Trier and Abraham Dittenhœffer for the sum of one

hundred dollars, of debt, and two dollars and thirteen cents, or thereabouts, of costs of suit, which last named judgment was for goods, wares, and merchandise sold and delivered by your orator, Samuel M. Howell, to said firm of Trier & Co., and that said judgment of said Alexander M. Agens and David S. Osborn was for their aforesaid demand against said firm of Trier & Co. And the other of your orators, as they show unto your Honor, have commenced suit upon their said claims against said firm of Trier & Co., and are prosecuting the same with all practicable rapidity to judgment, upon which said judgment, so as aforesaid recovered by your orators, the said Abraham Mockridge and Elias Francis, and your orators, Alexander M. Agens and David S. Osborn, and your orator, Samuel M. Howell, respectively, executions have been duly issued to a constable of said county of Essex, with directions to levy the same upon the aforesaid goods, chattels, and personal property of said firm of Trier & Co.

And your orators further show unto your Honor, that on or about the eighteenth day of July, in the year of our Lord one thousand eight hundred and fifty-three, the said Louis Trier made and executed to his cousin, Seligman Trier, a mortgage of and upon the real estate of said Louis Trier, in Newark aforesaid, to secure the payment, as alleged in said mortgage, of the sum of two thousand dollars in one year from the date of said mortgage, which mortgage is, as your orators verily believe, a mere fraudulent device to protect the property of said Louis Trier from his *bona fide* creditors and the *bona fide* creditors of said firm of Trier & Co., and that the same was made and given without any consideration whatever therefor, and that there really existed at the giving said mortgage no indebtedness whatever from said Louis Trier to said Seligman Trier.

And your orators further show unto your Honor, that they verily believe, that unless said sheriff's sale, under and by virtue of the said executions issued on said confessed judgments, be enjoined and prevented by this honorable court, that by means of said fraudulent judgments, and said executions thereon, and sale, your orators and the other *bona fide* creditors of said firm of Trier & Co. will be defrauded out of the money due them from said firm.

All which actings and doings of the said Louis Trier, Abraham Dittenhoeffler, Isaac Dittenhoeffler, Herman Bernheimer, Samuel Fleischman, Samuel Schiffer, Gabriel Schiffer, Jacob Schiffer, and Philip Pike, are contrary to equity and good conscience, and tend to the manifest wrong, injury, and oppression of your orators.

In tender consideration whereof, and for as much as your orators are remediless in the premises at and by the strict rules of the common law, and can only obtain adequate relief in the premises in this honorable court, wherein matters of this sort are cognizable
 5 and your orators are entitled to relief.

To the end, therefore, that the said Louis Trier, Abraham Dittenhœffer, Isaac Dittenhœffer, Herman Bernheimer, Samuel Fleischman, Samuel Schiffer, Gabriel Schiffer, Jacob Schiffer, and Philip Pike and John Kennedy, and their confederates in the aforesaid
 10 fraudulent attempt to cheat your orators and the other *bona fide* creditors of said firm of Trier & Co. out of the moneys due them from said firm, when discovered, may, upon their several and respective corporal oaths, true, full, and perfect answers make to all and singular the premises, as fully and particularly as if the same
 15 were herein again repeated, and they, and each and every of them, thereto particularly interrogated, paragraph by paragraph, sentence by sentence, and line by line, and that not only according to their respective knowledge and information, but also as to their respective hearsay and belief; and, particularly, that they may discover
 20 and set forth whether said moneys for which said judgments were confessed were ever loaned, and if so, when, in what sums, on whose account, to whom, by whom, what security or securities, if any, were given therefor, and if any, when and by whom the same were given, and if said securities were ever exchanged, by whom,
 25 and for what, and at whose instance and request; and also whether such securities, if any there were, were at the time of the confession of said judgments due; also from whom and when first came the suggestion, that said judgments should be confessed. And that the said John Kennedy, esquire, sheriff as aforesaid, may, by the
 30 order and decree and writ of injunction of this honorable court, be enjoined and restrained from selling or proceeding to sell, under said executions issued on said confessed judgments, or any of them, or any execution or executions which may hereafter be issued on said confessed judgments, or any of them, any of the property
 35 whatever of said firm of Trier & Co.; and that said several confessed judgments, and each and every of them, may be decreed to be void and of no effect, and that the same may be by this honorable court set aside, and for nothing holden. And that the said
 40 Louis Trier, Abraham Dittenhœffer, and Isaac Dittenhœffer may be decreed to deliver up all the assets of said firm of Trier & Co., to the end that the same may be applied, under the direction of this court, to the payment of your orators' said several claims against

said firm, and the claims of such other *bona fide* creditors of said firm as may apply to this court to be made parties to this bill and may contribute to the expenses of this suit, and that an account of all and singular the claims of your orators and such other *bona fide* creditors of said firm may be made and taken under the direction 5 of this honorable court, and said application of said assets made to the payment thereof accordingly. And that, in the mean time, a proper and fit person, or proper and fit persons, may be appointed receiver or receivers, to take, hold, manage, and husband said assets under the direction of this court; and that said defendants in 10 this suit may be decreed to pay to your orators costs and charges of this suit; and that your orators may have such other relief, or may have such further relief in the premises, as to your Honor shall seem meet and shall be agreeable to equity and good conscience. 15

May it please your Honor, the premises considered, to grant unto your orators not only the state's most gracious writ of injunction, issuing out of and under the seal of this honorable court, to be directed to the said plaintiffs in the said confessed judgments, and to the said John Kennedy, esquire, sheriff as aforesaid, enjoin- 20 ing and restraining them as aforesaid, but also the state's most gracious writ of subpoena, also issuing out of and under the seal of this court, to be directed to the said Louis Trier, Abraham Dittenhœffer, Isaac Dittenhœffer, Herman Bernheimer, Samuel Fleischman, Samuel Schiffer, Gabriel Schiffer, Jacob Schiffer, and Philip 25 Pike, John Kennedy, and their confederates, when discovered therein, and thereby commanding them and each of them, on a certain day and under a certain penalty, therein to be inserted, personally to be and appear before your Honor, in this honorable court, then and there to answer all and singular the premises, and to 30 stand to, abide by, and perform such order and decree in the premises as to your Honor shall seem meet and shall be agreeable to equity and good conscience:

And your orators will ever pray, &c.

THEODORE RUNYON, 35

Solicitor for and of counsel with complainants.

NEW JERSEY, Essex county, ss.—Charles E. Young, one of the complainants in the foregoing bill of complaint named, being duly sworn according to law, saith, that the facts, matters, and things in said bills mentioned and set forth, so far as the same relate to the acts and deeds of this deponent and the firm of C. E. Young & 40

Co. are true of his own knowledge, and that, so far as the same relate to the acts and deeds of any other person or persons, he verily believes the same to be true.

CHAS. E. YOUNG.

5 Sworn and subscribed before me, at Newark, this 5th day of August, A. D. 1853.

SMITH HALSEY, J. P.

Filed August 6, 1853.

10

ORDER FOR INJUNCTION.

IN CHANCERY OF NEW JERSEY.

BETWEEN

CHARLES E. YOUNG and OTHERS, complainants,

and

LOUIS TRIER and OTHERS, defendants,

} *On bill filed by
judgment credit-
ors and others.*

15 The motion for injunction in this cause being heard and argued,
It is ordered, that an injunction do issue to restrain the sheriff of
the county of Essex from paying over any moneys raised by him
from the proceeds of the property of Louis Trier and Abraham
Dittenhæffer, under the executions in his hands, mentioned in the
20 bill of complaint filed in this cause, to the defendant, Samuel
Fleischman, or to any person for his use, upon or in satisfaction of
the said Fleischman's judgment or execution named in said bill;
and also to restrain said sheriff from paying over to the defendant,
Herman Bernheimer, or to any person for his use, so much of the
25 amount of his judgment, in the said bill mentioned, as was made
up from debts of said Louis Trier and Abraham Dittenhæffer, al-
leged to have been assumed by said Bernheimer; and also to re-
strain said sheriff from paying to the defendant, Philip Pike, fifty
dollars of the amount of his judgment, mentioned in said bill, the
30 same being fifty dollars too large by mistake. It is also *ordered*,
that the amount of moneys which may remain in the said sheriff's
hands, in consequence of this order or of said injunction, be re-
tained by him, or paid to the clerk of this court, until the further
order of the court.

35 Dated August 23d, 1853.

B. WILLIAMSON, C.

Filed August 26, 1853.

ORDER TO ALLOW SALE.

IN CHANCERY OF NEW JERSEY.

BETWEEN

CHARLES E. YOUNG and OTHERS, complainants,

and

LOUIS TRIER, ABRAHAM DITTENHÖFFER and
OTHERS, defendants,} Order to allow
sale.

IN CHANCERY OF NEW JERSEY.

Let the order heretofore made be so modified as to prohibit the sheriff from paying over any moneys that may be raised by him upon the judgments and executions, in the said order referred to, to the plaintiffs in the same, or to any other person, until the further order of this court; and that so much of said order as restrains him from selling the property levied upon be rescinded, and the sheriff to be at liberty to take satisfactory security, by good notes at sixty days, for amounts of not less than two hundred and fifty dollars.

B. WILLIAMSON, C. 10

Filed August 29, 1853.

ANSWER OF SAMUEL FLEISCHMAN.

IN CHANCERY OF NEW JERSEY.

The several answer of Samuel Fleischman, of Quincy, in the state of Florida, one of the defendants to the second bill of complaint of Charles E. Young, John Young, Samuel Halsey, Charles Taylor, Abraham Mockridge, Elias Francis, John S. Peshine, Daniel F. Colie, Alexander M. Agens, David S. Osborn, Julius Adler, William Cory, George Martz, and Samuel M. Howell, complainants.

This defendant, now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainants' said bill of complaint contained, for answer thereto, or unto so much 20 and such parts thereof as this defendant is advised is material for him to make answer unto, he answers and says, that he admits it to be true that the firm of Trier & Co. is composed of Louis Trier and Abraham Dittenhœffer, as in said bill stated; that he is informed and believes, and therefore admits, that Louis Trier and 25 Solomon Newman carried on, in connection, the business of manu-

facturing patent leather, as in said bill stated, but how successfully is unknown to him, and that, in the month of August, eighteen hundred and fifty-one, said Abraham Dittenhœffer was admitted as a partner into said concern, and that said business was, for about
 5 eleven months, carried on in the name of Newman, Trier & Co.; that said Solomon Newman retired from said firm in July, eighteen hundred and fifty-two, and sold out his interest to Abraham Dittenhœffer, who thenceforward carried on said business with said Louis Trier, as in said bill stated.

10 And this defendant further answering says, that he does not know whether the said firm of Trier & Co. become or were indebted to said complainants, or either of them, in the manner and amounts stated in said bill, or in any other way or amounts, except by the statements in said bill, and therefore cannot admit or deny the
 15 same, but leaves the complainants to make such proof as they may be advised is necessary.

And this defendant further answering says, that he is informed and believes that, when said Abraham Dittenhœffer became a partner with said Louis Trier, being the time when he entered the
 20 firm of Newman and Trier, it was agreed between him and said Trier and Newman that he should contribute the sum of ten thousand dollars in cash to the said firm of Newman, Trier & Co., as his share of the capital thereof, and that he did, at different times between the sixteenth day of August, and the twenty-second day
 25 of November, eighteen hundred and fifty-one, in pursuance of said agreement, contribute ten thousand dollars of capital to said concern in cash, and that said sum remained and went into the firm of Trier & Co. when said Newman withdrew, but that no additional sum was contributed by said Abraham Dittenhœffer to said new
 30 firm of Trier & Co., except by the purchase of said Newman's interest, as aforesaid; and he admits that from the time the said Abraham Dittenhœffer entered into partnership with said Louis Trier, as aforesaid, the said firm of Trier & Co. carried on the business of manufacturing patent leather at Newark and Orange, but,
 35 as this defendant is informed, and believes, without profit, and at great loss, either through bad management or otherwise.

And this defendant further answering says, that he is informed, and believes it to be true, that in the beginning of July, eighteen hundred and fifty-three, an account of the stock and affairs of said
 40 Trier & Co. was taken, and a balance sheet struck, and that the same was done under the direction of the said firm of Trier & Co. in the presence of Leopold Haas, acting as the agent, in that mat-

ter, of Philip Pike, one of the creditors of said firm of Trier & Co., who was desirous of ascertaining their real situation; that at that time, as this defendant is informed and believes, all the assets, property, and debts due to said firm amounted to and were inventoried at the sum of thirty-eight thousand dollars, or thereabouts; 5 in which estimate the property and assets of said firm were set down at a very high value, greater than could be realized for them in market or any fair or usual disposition of them; and that in said account of stock, the debts and liabilities of said firm of Trier & Co. were estimated and set down at the sum of thirty thousand 10 dollars, or thereabouts. And this defendant is informed, and therefore admits, that the whole of said debts, amounting to thirty thousand dollars, did not appear by the books of said firm, said books, as this defendant is informed, having been inaccurately kept; but that the amount of said debts was set down and estimated as given 15 up by members of said firm and their book-keepers, which amounts this defendant believes to represent their indebtedness at that time; that this defendant does not know whether a larger amount than nine or ten thousand dollars of indebtedness appeared by the books of said Trier & Co. or not; and this defendant now believes that 20 said firm of Trier & Co., at the time of said account of stock, was insolvent, but did not then believe or suspect it.

And this defendant further answering says, that he denies all combination or conspiracy, or intention to cheat or defraud the complainants or any other creditors of Trier & Co., or to get into 25 his hands the entire assets of said firm, or any part thereof, except so much as was necessary to pay the debt due to him. And further answering he says, that upon the result of the account of stock taken under the direction of Leopold Haas, as aforesaid, being known, it was evident that if said firm continued to carry on busi- 30 ness they would soon become largely insolvent; that they had no means to pay their notes, about to mature in the months of July and August; that Philip Pike, who was expected to advance means to said firm, declined any further advances; that, under these circumstances, this defendant, by his agent, demanded of said firm of 35 Trier & Co. that said debt should be secured to him, the same being a confidential debt of money loaned to said firm; that said firm of Trier & Co. thereupon offered to secure to this defendant the payment of said debt to him by such means as they had in their power, and to secure at the same time other confidential debts for 40 money loaned in the same manner; that thereupon the agent of this defendant, with other confidential creditors, advised with coun-

sel in New Jersey as to the manner in which they could be secured; that the counsel consulted by them advised, as the only legal and safe mode, that they should at once obtain judgments for the amounts actually and justly due to each of them, and collect their

5 debts by process of law; that Trier & Co. agreed to confess judgment to this defendant for ten thousand three hundred and twenty-four dollars and forty-six cents, the amount which they owe to him for money borrowed by them from him, leaving him, as to a debt

10 of six hundred and fifty dollars and thirty-six cents, which they further owe to him for goods sold, to share the fate of creditors at large; and that, on the fifteenth day of July last, said Louis Trier and Abraham Dittenhœffer gave to this defendant the bond and warrant of attorney, in said bill mentioned, for said sum of ten thousand three hundred and twenty-four dollars and forty-six cents,

15 which sum was then actually owing to him for money loaned by this defendant through his agent, Isaac Dittenhœffer; that this money was originally loaned by this defendant to the firm of Newman, Trier & Co.; that Isaac Dittenhœffer applied for this money for the purpose of making such loan to this defendant, who was then in

20 Florida, where he resided; that Isaac Dittenhœffer, at the time of this application, had in his hands several hundred dollars of money of this defendant, which this defendant authorized him to use for that purpose, and this defendant remitted to said Isaac Dittenhœffer, in the month of October, in the year eighteen hundred and

25 fifty-one, the further sum of ten thousand dollars, by five drafts upon Bernheimer and Rothschild in favor of S. Schiffer and Brothers, of the city of New York, of the tenor following:

	One dated Oct. 4, 1851, at sight, for	\$2500
	“ “ “ 8, “ “ “ “	1500
30	“ “ “ 13, “ “ “ “	2000
	“ “ “ 17, “ “ “ “	2000
	“ “ “ 21, “ “ “ “	2000

That Isaac Dittenhœffer, as agent of this defendant, loaned of said moneys of this defendant to said Newman, Trier & Co. the following

35 sums, at the dates thereto annexed, according to a memorandum furnished by him to this defendant:

	1851. Nov. 24,	\$575
	“ “ 27,	375
	“ Oct. 18,	250
40	“ “ 21,	350
	“ “ 24,	225

1851.	Dec.	5,	\$1000	
"	"	11,	100	
"	"	12,	400	
"	"	15,	2470	
1852.	Jan.	29,	1000	5
"	Feb.	7,	150	
"	"	10,	300	
"	"	13,	1000	
"	"	24,	525	
"	Mar.	17,	300	10
"	"	20,	625	
"	Apr.	9,	300	
"	"	15,	275	
"	May	31,	575	

That said Newman, Trier & Co. gave their notes for the moneys 15 so advanced, and that at the time when said Solomon Newman left said firm of Newman, Trier & Co. this defendant held the notes of said Newman, Trier & Co. of the dates and amounts following:

One dated Dec. 4, 1851, at 12 mo's,	\$2175.00	
" " " 15, " " " "	3625.00	20
" " Apr. 24, " " 4 "	1094.00	
" " May 15, " " 3 "	1096.00	
" " " 29, " " 4 "	1131.21	
	<hr/>	
	\$9111.21	25

And that there was due to him, besides, from said firm the sum of one thousand three hundred and ninety-one dollars and fifty-three cents, which was credited to him upon their books.

That when Solomon Newman left said firm, Trier & Co. assumed all the debts of the firm of Newman, Trier & Co., and said 30 notes were subsequently given up, and new notes taken for said debt; and that said firm of Trier & Co. did, about the thirtieth day of June last, give to this defendant, for the balance of their indebtedness to him for money loaned, seven notes, as follows:

One dated June 30, at 40 days, for	\$1265.00	35
" " " " " 1 month,	2209.96	
" " " 10, " 30 days,	1200.00	
" " " 20, " " "	1500.00	
" " " 30, on demand,	2050.00	
" " " 25, 1 month,	2100.00	40
	<hr/>	
Amounting to	\$10,324.96	

Which notes were payable to their own order and endorsed by themselves, and were by his agent, Isaac Dittenhœffer, sent to and received by this defendant at Quincy, in Florida, some time in the beginning of July last.

5 And this defendant further answering says, that the sum of ten thousand three hundred and twenty-four dollars and ninety-six cents, for which judgment was confessed to him by Louis Trier and Abraham Dittenhœffer, was, at the time of said judgment, justly
 10 owing by said Louis Trier and Abraham Dittenhœffer, composing the firm of Trier & Co., to this defendant, and for money loaned; that there was due to him, besides said sums, the further sum of six hundred and fifty dollars and thirty-six cents, for hides sold by him to Trier & Co., which is not included in said judgment.

And this defendant further answering says, that he is informed
 15 and believes, and therefore admits, that four judgments were entered in the circuit court of the county of Essex against said Louis Trier and Abraham Dittenhœffer, by confession upon bond and warrant of attorney to the parties for the sums, and at or about the times set forth in said bill; and that affidavits were filed with said
 20 judgments, respectively, to the effect and of the purport set forth in the said bill; and that said affidavits were made before the confession of said judgments, and were exhibited to the commissioner who signed said judgments before the signing of the same; but how, to whom, or in what manner the said moneys for which said
 25 judgments were confessed were advanced is unknown to this defendant, except by hearsay.

And this defendant further answering says, that he admits that executions were issued on said judgments, and levies made on the property of Trier & Co., and that the sale thereof was advertised
 30 as in said bill stated.

And this defendant further answering says, that he admits that said property will not bring enough to satisfy said four judgments; that he is informed that there was not even a nominal balance of twenty thousand dollars at the taking of the account of stock in
 35 July last, and he believes and admits that the apparent balance of seven or eight thousand dollars was nominal, and could not be realized, and that said firm is insolvent.

And this defendant further answering says, that whether said confession of judgment is to be deemed an act of bankruptcy, is
 40 unknown to this defendant; but he is advised that no technical act of bankruptcy is recognised by the laws of the state of New Jersey or of the United States, there being no bankrupt law in force.

And this defendant further answering says, that he is informed that his claim was entered on the books of Trier & Co., but whether or not the claims of the other plaintiffs in the other confessed judgments were so entered he does not know, but he expressly answers and avers that the same was in good faith due to him, and was the debt of the firm of Trier & Co., upon whose credit, alone, said moneys were advanced; that the same were not loaned to Isaac Dittenhœffer or on his credit, and that if the said Isaac Dittenhœffer was a member of said firm, or had any interest therein, the same was unknown to this defendant; that this defendant always understood from the members of said firm and from Isaac Dittenhœffer that Louis Trier and Abraham Dittenhœffer were the partners in said firm, and that Isaac Dittenhœffer was not a partner, and dealt with said firm on the faith of said understanding and representation.

And this defendant further answering says, that the moneys so loaned by him to the firm of Trier & Co. did, as he is informed and verily believes, go into the business of said firm, and were appropriated to their use, and were no part of the capital advanced by Abraham Dittenhœffer, which, as this defendant is informed and believes, was all advanced by the twenty-first of November, eighteen hundred and fifty-one, and before any of said moneys for which the judgment of this defendant is confessed were loaned and advanced to them, except eight hundred and twenty-five dollars thereof, and that this defendant has no other design, object, or intention concerning said judgment than to obtain the payment of the sum for which the same is confessed, which is justly and honestly due and owing to him; and this defendant has no knowledge, except by hearsay, as to how the moneys for which the judgments were confessed to the other plaintiffs were paid and advanced, or whether any and what securities were taken therefor; that he understood and was informed that debts to about the amounts claimed had been contracted by the firm of Trier & Co. to said plaintiffs, but has no further knowledge thereof, and has no interest whatever therein.

And this defendant admits, that the notes in said bill mentioned as charged to Abraham Dittenhœffer were so charged.

And this defendant further answering says, that he does not know whether or not the complainants, John S. Peshine and Daniel F. Colie, and Samuel M. Howell, Elias Francis, and Abraham Mockridge, Alexander M. Agens and David S. Osborn, have obtained judgments, and have caused executions to be issued thereon, and given directions to levy, as in said bill stated.

And this defendant further answering says, that he knows nothing about the giving of a mortgage by Louis Trier to Seligman Trier, as in said bill mentioned.

5 And this defendant further answering says, that he is informed and believes that said Abraham Dittenhœffer was, upon entering into said partnership, and still is, an infant under the age of twenty-one years, and that he was seventeen years of age in March last.

10 And this defendant submits to this honorable court, that the pretended causes of complaint in the complainant's bill mentioned against this defendant and against the plaintiffs in each of the other judgments are for several distinct matters and causes, and that this defendant is not interested or concerned, as appears by said bill, in any manner in the judgments obtained by said other plaintiffs, or in any of the matters in said bill complained of and set forth against
15 them, and that the complainant's right to relief upon the matters set forth in said bill against the plaintiffs in each of the said judgments is separate and distinct and in no wise depends upon or is connected with the judgment of this defendant, by reason of which distinct matters the said bill is rendered prolix and this defendant
20 compelled to answer many things in which he has no interest and of which he has but little knowledge, and is put to expense and delay touching matters in which he has no concern, and in which he ought not to be involved; and this defendant hopes he will have the same benefit of this defence as if he had demurred to said com-
25 plainant's bill for multifariousness.

And this defendant further submits to this honorable court, that the complainants do not show or set forth in said bill any right, interest, or title to or in the property of the defendants levied on under said executions, or any lien or claim upon the same; nor do
30 they show therein any right or claim to meddle or interfere with the property therein mentioned, except that of creditors at large of said firm of Trier & Co., and that by reason thereof, they are not entitled to any relief in the premises in a court of equity; and this defendant hopes he will have the same benefit of this defence
35 as if he had demurred to the complainant's bill. And this defendant denies all unlawful combination and confederacy in said bill charged, without that, that any other matter or thing, material for this defendant to make answer unto, and not herein or hereby well and sufficiently answered, confessed, or avoided, traversed or de-
40 nied, is true to the knowledge or belief of this defendant; all which matters and things this defendant is ready and willing to aver, maintain, and prove, as this honorable court shall direct, and

humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

A. O. ZABRISKIE,
Solicitor and of counsel with Samuel Fleischman,

NEW JERSEY, ss.—Samuel Fleischman, the above named defend- 5
ant, being duly sworn, on his oath saith, that the matters and things
set forth in the above answer, so far as relate to his own acts, are
true, and so far as relate to the acts of others, he believes them to
be true.

S. M. FLEISCHMAN. 10

Subscribed and sworn to, this thirteenth day of August, A. D.
1853, before me.

P. BRUTLEY, M. C.

Filed September 14, 1853.

ANSWER OF ISAAC DITTENHÆFFER. 15

IN CHANCERY OF NEW JERSEY.

*The several answer of Isaac Dittenhæffer, one of the defendants to
the second bill of complaint of Charles E. Young, John Young,
Samuel Halsey, Charles Taylor, Abraham Mockridge, Elias
Francis, John S. Peshine, Daniel F. Colie, Alexander M. Agens, 20
David S. Osborn, Julius Adler, William Cory, George Martz,
and Samuel M. Howell, complainants.*

This defendant, now and at all times hereafter saving and reserv-
ing to himself all manner of benefit and advantage of exception
to the many errors and insufficiencies in the complainants' said bill 25
of complaint contained, for answer thereto, or unto so much and
such parts thereof as this defendant is advised is material for him
to make answer unto, he answers and says, that he admits it to be
true that the firm of Trier & Co. is composed of Louis Trier and
Abraham Dittenhæffer, as in said bill stated; that he is informed 30
and believes, and therefore admits, that Louis Trier and Solomon
Newman carried on, in connection, the business of manufacturing
patent leather, as in said bill stated, but how successfully is un-
known to him; and that in the month of August, eighteen hundred
and fifty-one, the said Abraham Dittenhæffer was admitted as a 35
partner into said concern, and that said business was, for about
eleven months, carried on in the name of Newman, Trier & Co.;

that said Solomon Newman retired from said firm in July or August, eighteen hundred and fifty-two, and sold out his interest to Abraham Dittenhœffer, who thenceforward carried on said business with Louis Trier, as in said bill stated.

5 And this defendant further answering says, that he does not know whether the firm of Trier & Co. was indebted to the complainants, as in their bill stated, except by hearsay and said statements, and therefore cannot admit or deny the same.

And this defendant further answering says, that when said Abraham Dittenhœffer became a partner with said Louis Trier, it was
10 agreed between him and said Trier and Newman that he should contribute to said firm the sum of ten thousand dollars in cash, as his share of the capital thereof; that said agreement is in writing, signed by said Abraham and said Trier and Newman, and is dated
15 the sixteenth day of August, eighteen hundred and fifty-one; and that between said day and the twenty-second day of November, eighteen hundred and fifty-one, said Abraham actually paid and advanced unto said firm the sum of ten thousand dollars, in different payments, as provided for and stipulated in said article of part-
20 nership; and this defendant admits that the said firms of Trier & Co. and Newman, Trier & Co. carried on their business at the time and places in said bill stated, but this defendant believes with a loss, and not with a profit.

And this defendant further answering admits, that an account of
25 stock and of the affairs of said company was taken in the month of July last, and that, by said account, all the property, assets, and debts due to said company amounted to about the sum of thirty-eight thousand dollars, and their debts to about the sum of thirty thousand dollars; and that by said account, if the same was correct
30 and the estimated value of their assets could be realized, that said firm was entirely solvent.

And this defendant further answering admits, that four judgments were obtained and entered in the circuit court of the county of Essex by confession upon bond and warrant of attorney for the
35 sums, at the times, and with such affidavits as in said bill mentioned and stated; but he denies there was any combination, contrivance, or design to cheat, defraud, or injure any creditors of Trier & Co., or any other person whatsoever; but, so far as this defendant knows and as he believes, the object of said judgments was to obtain the
40 payment of debts due by said firm for cash actually loaned to them to enable them to carry on their business; and this defendant admits that executions were issued and levies made on the property

of said firm by virtue of said judgments, and that the sale was advertised by the sheriff; and he admits that the balance of said account of stock was a nominal balance, depending upon the estimated value of the assets of the firm and the correctness of the estimated amount of their debts, but that the debts therein estimated he believes were greater than appeared on the books of the firm, which were not full or accurately kept, but that the debts for which said four judgments were confessed were, as he believes, estimated therein, except three of the debts assumed by Herman Bernheimer.

And this defendant further answering says, that he does not know whether all or any of said claims were entered on the books of the firm in the names of the persons to whom judgments were confessed or not; but he answers and says, that said claims were *bona fide* debts of the said Trier & Co., and that they, nor either of them, nor any part of them, were not for the indebtedness of this defendant, nor was he in any way liable to the payment of the same, except so far as his name may have been lent to the firm as endorser or accommodation maker of a note. And this defendant denies that he was interested in said firm or was a partner therein in any way or manner, or that he was represented in said firm by his son, Abraham Dittenhœffer, but that his son, Abraham Dittenhœffer, was in fact and in law, as well as in name, a real partner in said firm; that he admits that Abraham Dittenhœffer, at the time of entering into said partnership, was a minor of only seventeen years of age, and that it was expressly stipulated in the articles of partnership that he should not be required to devote his time to the same. And this defendant denies that the said money for which judgments were confessed to Samuel Fleischman, or any part thereof, is the same money as was advanced by said Abraham when he entered said partnership, or in pursuance of said agreement of partnership; and he says that the whole of the said ten thousand three hundred and twenty-four dollars and forty-six cents, for which judgment was confessed, except eight hundred and twenty-five dollars thereof, was advanced and loaned by this defendant for Samuel Fleischman after said ten thousand dollars had actually been paid into said firm by said Abraham, and that the same was no part of the capital of said firm, but was loaned to said firm by express agreement that the same was to be repaid to said Fleischman, and the same was not a debt of this defendant nor of said Abraham, and that the only object, so far as this defendant knows,

in obtaining said judgments was to secure the repayment of said moneys.

And this defendant further answering says, that said moneys were advanced by him, as agent of said Fleischman, to said firm 5 while Solomon Newman was still a partner therein, and that the same were advanced at the times and in the sums following :

	1851.	Nov. 24,	\$575
	"	" 27,	375
	"	Oct. 15,	250
10	"	" 21,	350
	"	" 24,	225
	"	Dec. 5,	1000
	"	" 11,	100
	"	" 12,	400
15	"	" 15,	2470
	1852.	Jan. 29,	1000
	"	Feb. 7,	150
	"	" 10,	300
	"	" 13,	1000
20	"	" 24,	525
	"	Mar. 17,	300
	"	" 20,	625
	"	Apr. 9,	300
	"	" 15,	275
25	"	May 31,	575

That for part of said sum, five notes were given by said Newman, Trier & Co., payable to their own order and endorsed by them, as follows: one, dated December fourth, eighteen hundred and fifty-one, for twenty-one hundred and seventy-five dollars, for 30 twelve months; one, dated December fifteenth, eighteen hundred and fifty-one, for thirty-six hundred and twenty-five dollars, at twelve months; one, dated April twenty-fourth, eighteen hundred and fifty-two, for one thousand and ninety-four dollars, at four months; one, dated May fifteenth, eighteen hundred and fifty-two, 35 for one thousand and ninety-six dollars, at three months; one, dated May twenty-ninth, eighteen hundred and fifty-two, for eleven hundred and thirty-one dollars and twenty-one cents, at four months, which notes were delivered to this defendant for said Samuel Fleischman, and that said notes were entered in the books of said 40 Newman, Trier & Co.; that the residue of said moneys advanced,

not included in said five notes, was charged in the books of said Newman, Trier & Co. as cash advanced by this defendant.

And this defendant admits, that six notes, of the amounts and of the tenor in said bill stated, were drawn by said firm of Trier & Co. payable to their own order, and were endorsed by them in blank, and were delivered to this defendant for said Samuel Fleischman, and that the same amounted in the whole to ten thousand three hundred and twenty-four dollars and ninety-six cents, and that the same were made and delivered at the same time in the month of June last; that the same represented truly the indebtedness of said firm to said Samuel Fleischman for the part of the moneys advanced by him then remaining unpaid, and were intended to show the true amount due to him at the account of stock intended to be taken, and were given before said account of stock was taken; and this defendant says, that now, and at the confession of the said judgment, the said firm of Trier & Co. truly, justly, and honestly owed said Samuel Fleischman the said sum for which said judgment was confessed to him.

And this defendant further answering says, that said sums, for which said other three judgments were confessed, were actually advanced and loaned to said Trier & Co. by the parties, as stated in the affidavits in the bill of complaint mentioned, except the sum of fifty dollars in the judgment of Philip Pike, the sums advanced by said Philip Pike amounting only to forty-six hundred dollars; that said sums were borrowed by said firm through the agency of this defendant, and that said sums, for which said judgments were confessed, and so borrowed by said firm, were all, to the knowledge of this defendant, actually paid into the business of said firm.

And this defendant further answering says, that he does not know whether said complainants, or any of them, have sued said Trier & Co. or recovered judgments against them, or whether said Louis Trier gave a mortgage to Seligman Trier, as in said bill stated, or what was the consideration thereof.

And this defendant further answering says, that the confessing of said judgments was first suggested by Abraham O. Zabriskie, the counsel consulted by and on behalf of the plaintiffs therein, so far as this defendant knows and as he believes; that said counsel was informed that Trier & Co. were willing to secure to said plaintiffs the amounts due to them, respectively, and was consulted as to the most proper and convenient manner in which the same could be done.

And this defendant disclaims having any interest in any of the

matters in controversy set forth or complained of in said bill of complaint; that he has no interest whatever in the property, effects, or concerns of said Trier & Co.; that he has no interest in either of said judgments obtained against said Trier & Co. or in
 5 the proceeds thereof; that he has acted as, and still is the agent of Samuel Fleischman, who resides in the state of Florida, and is not present to act for himself.

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

A. O. ZABRISKIE,

Solicitor and of counsel with Isaac Dittenhæffer.

20 NEW JERSEY, ss.—Isaac Dittenhæffer, the above named defendant, being duly sworn, on his oath saith, that the matters and things set forth in the above answer, so far as relates to his own acts are true, and so far as relates to the acts of others, he believes them to be true.

ISAAC DITTENHÆFFER.

25 Subscribed and sworn to this first day of September, A. D. 1853, before me, at Jersey City.

EDGAR B. WAKEMAN, M. C.

ANSWER OF LOUIS TRIER AND ABRAHAM DITTENHÆFFER.

IN CHANCERY OF NEW JERSEY.

30 *The joint and several answer of Louis Trier and Abraham Dittenhæffer, two of the defendants to the second bill of complaint of Charles E. Young, John Young, Samuel Halsey, Charles Taylor, Abraham Mockridge, Elias Francis, John S. Peshine, Daniel F. Colie, Alexander M. Agens, David S. Osborn, Julius Adler, Wil-*
 35 *liam Cory, George Martz, and Samuel M. Howell, complainants.*

These defendants, now and at all times hereafter saving and reserving to themselves all manner of benefit and advantage of excep-

tion to the many errors and insufficiencies in the complainants' said bill of complaint contained, for answer thereto, or unto so much and such parts thereof as these defendants are advised is material for them to make answer unto, they answer and say, that they admit to be true that these defendants compose the firm of Trier & Co.; 5 that Louis Trier and Solomon Newman carried on the business of manufacturing patent leather, as in said bill stated, and that on the sixteenth day of August, eighteen hundred and fifty-one, Abraham Dittenhœffer was admitted as a partner into said concern, by articles of partnership dated on that day and executed by said Solo- 10 mon Newman and these defendants, under their respective hands and seals, and as by the same, now in the possession of these defendants ready to be produced, will appear; and that said business was carried on for about eleven months in the name of Newman, Trier & Co., until the fifteenth day of July, eighteen hundred and 15 fifty-two, when said Solomon Newman sold and conveyed his interest to this defendant, Abraham Dittenhœffer, by writing under his hand and seal, bearing date on that day, now in the possession of these defendants, and ready to be shown, as this court may direct. 20

And these defendants further answering say, that they believe that the firm of Trier & Co. is indebted to the complainants, but as to the exact amount of such indebtedness they are not able to say.

And these defendants further answering say, that when Abraham 25 Dittenhœffer entered said firm with Newman and Trier he agreed to advance ten thousand dollars in cash, and that he did advance ten thousand dollars in cash, as his part of the capital, on and before the twenty-first day of November, eighteen hundred and fifty- 30 one, on which day the last payment of twenty-three hundred and fifteen dollars was made on account thereof, as appears by the receipt of Louis Trier and Solomon Newman, made and dated on that day, and now in possession of this defendant, Abraham Dittenhœffer, ready to be produced. And these defendants admit, that from that time they have carried on the business of manufacturing 35 patent leather, as stated in said bill, but without profit and at a great loss, they having sunk all, or nearly all the capital advanced in said concern.

And these defendants further answering say, that they admit that an account of stock and the affairs of their said firm was taken, 40 from the fifth to the eleventh days of July last, and that by it their assets and property amounted to about thirty-eight thousand dol-

lars, and their debts to about thirty thousand two hundred dollars, but that in said account a mortgage debt of twenty-three hundred dollars had been inadvertently omitted, and that these defendants believe that their firm was then solvent, but that their affairs had
5 been retrograding and for some time previous getting worse.

And these defendants further answering say, that for some time previous they had been compelled to raise money for carrying on their business at great disadvantage and with great exertions by short and temporary loans not in the regular course of business;
10 that very heavy liabilities were about maturing in the months of July and August of the present year, which they had no means of paying; that upon finding out the situation of their affairs by said account of stock taken in July, the parties who had before advanced the money refused to make further advances or to extend
15 their former credits, and called upon them to pay or secure the amounts which had been advanced to them; that said amounts having been advanced upon the assurance of these defendants that they should certainly be repaid, these defendants offered to secure said amounts in such way as they lawfully might.

20 And these defendants further answering say, that these defendants, as the firm of Trier and Co., then owed to Herman Bernheimer the sum of twenty-six hundred dollars, for money advanced to them in the month of March last; and to Moses Schloss the sum of twelve hundred dollars, for so much money loaned to them on
25 the twenty-seventh day of June last; to Samuel Bachrach one hundred and fifty dollars, for money loaned on the seventh day of July last; to Abraham S. Hermann one hundred dollars, for money loaned to them on the thirteenth day of July last; and to Leh-
30 maier Brothers the sum of six hundred and fifty dollars, for money loaned to them on the eleventh day of July last; that for the sum of twenty-six hundred dollars borrowed of Herman Bernheimer they had given him the accommodation note of Isaac Dittenbæffer, to their order and endorsed by them, dated January twentieth, eighteen hundred and fifty-three, payable in six months after date;
35 that for the other sums above mentioned no notes or securities had been given, but they were temporary accommodation loans, made on faith of their being repaid within a few days; that they offered to said Herman Bernheimer, that if he would assume and become liable for said temporary loans, they would confess judgment unto
40 him for the whole amount of his own claim and said loans so assumed; that they were indebted to Schiffer & Brothers in the sum of fifteen hundred and twenty-six dollars and twenty-five cents, for

money loaned by Schiffer & Brothers to them about the fifteenth day of February last, secured by the note of Trier & Co. of that date, to their own order and endorsed by them; that they were indebted to Philip Pike in the sum of forty-six hundred dollars, twenty-five hundred and fifty of which was for money loaned in March last, for which they gave a note of Trier & Co., and endorsed by themselves, dated the fourteenth day of March last; seven hundred and fifty dollars was for so much money loaned on the seventeenth day of May last, and thirteen hundred dollars for so much money loaned on the twentieth day of June last; for said two last sums no notes or other securities were given; that these defendants were indebted to Samuel Fleischman in the sum of ten thousand three hundred and twenty-four dollars and forty-six cents, for the balance due of moneys loaned by said Samuel Fleischman to these defendants and Solomon Newman during the firm of Newman, Trier & Co., which loan had been continued to the firm of Trier & Co., and for which the notes of Trier & Co. had been substituted, being the six notes described in the bill of complaint as passed to A. Dittenhœffer, which notes were made at one time, about the end of June last, and were intended to represent, and did represent, their true indebtedness to Samuel Fleischman; that these defendants agreed to give, and did give, in payment of said debts, which were all justly due, and which being for money loaned they felt in honor bound to provide for, the four bonds and warrants of attorney in said bill of complaint mentioned; that said bonds and warrants were given not for any fraudulent intent nor to defraud their other creditors, but to secure the payment of just and honest debts.

And these defendants further answering admit, that such affidavits as in said bill mentioned were filed; that judgments were entered, levies made, and executions issued, and the property advertised for sale as in said bill stated; and further, that the balance at said account of stock was a nominal balance, and that, from the result of the sheriff's sale under said executions and levies, these defendants admit that said firm is not solvent, although at the taking of the account of stock aforesaid they believed said firm to be solvent.

And these defendants further say, that the greater part of said debts for which judgments were confessed were entered in the books of said firm, but the name of the persons to whom they were due did not appear in said books; and that said debts had a real existence, and were the debts of the firm of Trier & Co., and were

not the debts of Isaac Dittenhœffer nor the individual debts of Abraham Dittenhœffer; that said Isaac Dittenhœffer was not in any way or shape a partner in said firm, nor had he any interest therein, but that Abraham Dittenhœffer was the real, as well as the
 5 ostensible partner in said firm; that the money for which judgment was confessed to Samuel Fleischman, as loaned through Isaac Dittenhœffer to Trier & Co., or any part thereof, is not the same money as was advanced by Abraham Dittenhœffer, as his part of the capital, but that the same, and all other moneys for which said four
 10 judgments were confessed, were advanced and loaned after the capital of said Abraham had actually been paid in, and were loaned to and on the credit of the said firm of Trier & Co., and actually went into their business.

And these defendants further answering say, that they admit
 15 that the complainants, John S. Peshine and Daniel F. Colie, and Samuel M. Howell, Elias Francis and Abraham Mockridge, Alexander M. Agens and David S. Osborn, have obtained judgments, and have caused executions to be issued thereon, and given directions to levy, as in said bill stated.

20 And this defendant, Louis Trier, further answering says, that he admits that he gave a mortgage, as in said bill stated, to Seligman Trier, but that the same was given for his individual debt, honestly due from him to said Seligman Trier, and upon his individual property, and not upon the property of the firm.

25 And this defendant, Abraham Dittenhœffer, admits that he is an infant under the age of twenty-one years, having been seventeen years old on the twenty-eighth day of March last; and that, by the articles, he was not bound to give his personal attention, and did not give his personal attention, to the business of said firm; and
 30 that the matters above stated, except those stated to be his own acts, are from the information of Louis Trier and others, agents in doing said business, and are stated according to the best of his information, and he believes the same to be true; but that this defendant, from time to time, from his first entering into partnership
 35 with Newman and Trier, did go to said establishment, and had intercourse with said Newman and Trier in relation to said business, and was acknowledged by them as a partner of the firm.

And these defendants deny all unlawful combination and confederacy in said bill charged, without that, that any other matter or
 40 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 knowledge or belief of these defendants.

All which matters and things these defendants are ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained. 5

A. O. ZABRISKIE,

Solicitor and of counsel with A. Dittenhæffer and L. Trier.

NEW JERSEY, ss.—Louis Trier and Abraham Dittenhæffer, the above named defendants, being duly sworn, on their oaths say, that 10 the matters and things set forth in the above answer, so far as relate to their own acts, are true, and so far as they relate to the acts of others, they believe them to be true.

LOUIS TRIER,

ABRAHAM DITTENHÆFFER. 15

Subscribed and sworn to, this first day of September, A. D. 1853, before me, at Jersey City.

EDGAR B. WAKEMAN, M. C.

Filed September 14, 1853.

ANSWER OF HERMAN BERNHEIMER. 20

IN CHANCERY OF NEW JERSEY.

The several answer of Herman Bernheimer, one of the defendants to the second bill of complaint of Charles E. Young, John Young, Samuel Halsey, Charles Taylor, Abraham Mockridge, Elias Francis, John S. Peshine, Daniel F. Colie, Alexander M. Agens, 25 David S. Osborn, Julius Adler, William Cory, George Martz, and Samuel M. Howell, complainants.

This defendant, now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainants' said bill 30 of complaint contained, for answer thereto, or unto so much and such parts thereof as this defendant is advised is material for him to make answer unto, he answers and says, that he admits it to be true that the firm of Trier & Co. is composed of Louis Trier and Abraham Dittenhæffer, as in said bill stated; that he is informed 35 and believes, and therefore admits, that Louis Trier and Solomon Newman carried on, in connection, the business of manufacturing patent leather, as in said bill stated, but how successfully is un-

known to him; and that in the month of August, eighteen hundred and fifty-one, said Abraham Dittenhæffer was admitted as a partner into said concern, and that said business was, for about eleven months, carried on in the name of Newman, Trier & Co.;

5 that said Solomon Newman retired from said firm in July, eighteen hundred and fifty-two, and sold out his interest to Abraham Dittenhæffer, who thenceforward carried on said business with said Louis Trier, as in said bill stated.

And this defendant further answering says, that he does not

10 know whether the said firm of Trier & Co. became or were indebted to said complainants, or either of them, in the manner and amounts stated in said bill or in any other way or amount, except by the statements in said bill, and therefore cannot admit or deny the same, but leaves the complainants to make such proof as they

15 may be advised is necessary.

And this defendant further answering says, that he is informed and believes, that when said Abraham Dittenhæffer became a partner with said Louis Trier, being the time when he entered the firm of Newman and Trier, it was agreed between him and said

20 Trier and Newman that he should contribute the sum of ten thousand dollars in cash to the said Newman, Trier & Co., as his share of the capital thereof; and that he did, at different times between the sixteenth day of August, and the end of December, eighteen hundred and fifty-one, in pursuance of said agreement, contribute

25 ten thousand dollars of capital to said concern in cash, and that said sum remained and went into the firm of Trier & Co. when said Newman withdrew, but that no additional sum was contributed by said Abraham Dittenhæffer to said new firm of Trier & Co., except by the purchase of said Newman's interest as aforesaid;

30 and he admits that from the time the said Abraham Dittenhæffer entered into partnership with Louis Trier, as aforesaid, until the sixteenth day of July, eighteen hundred and fifty-three, the said firm of Trier & Co. carried on the business of manufacturing patent leather at Newark and Orange, but, as this defendant is in-

35 formed and believes, without profit, and at great loss, either through bad management or otherwise.

And this defendant further answering says, that he is informed, and believes it to be true, that in the beginning of July, eighteen hundred and fifty-three, an account of the stock and affairs of said

40 Trier & Co. was taken, and a balance sheet struck, and that the same was done under the direction of the said firm of Trier & Co. in the presence of Leopold Haas, acting as the agent in that mat-

ter of Philip Pike, one of the creditors of said firm of Trier & Co., who was desirous of ascertaining their real situation; that at that time, as this defendant is informed and believes, all the assets, property, and debts due to said firm amounted to and were mentioned at the sum of thirty-eight thousand dollars, or thereabouts, 5 in which estimate the property and assets of said firm were set down at a very high value, greater than could be realized for them in market or any fair or usual disposition of them; and that in said account of stock the debts and liabilities of said firm of Trier & Co. were estimated and set down at the sum of thirty thousand 10 dollars, or thereabouts; and this defendant is informed, and therefore admits, that the whole of said debts, amounting to thirty thousand dollars, did not appear by the books of said firm, said books, as this defendant is informed, have been inaccurately kept; but that the amount of said debts were set down and estimated as 15 given up by members of said firm and their book-keepers, which amounts this defendant believes to represent their indebtedness at that time; that this defendant does not know whether a larger amount than nine or ten thousand dollars of indebtedness appeared by the books of said Trier & Co. or not; and this defendant now 20 believes that said firm of Trier & Co. at the time of said account of stock was insolvent, but did not then believe or suspect it.

And this defendant further answering says, that he denies all confederation, conspiracy, or intention to cheat or defraud the complainants, or any other creditors of Trier & Co., or to get into his 25 hands the entire assets of said firm, or any part thereof, except so much as was necessary to pay the debt due to him and to the other creditors of the said firm whose claims he had assumed to pay; and further answering he says, that upon being informed of the result of the account of stock taken under the direction of Leopold 30 Haas, as aforesaid, he was of opinion that if said firm continued to carry on business they would soon become largely insolvent; that he was informed that they had no means to pay their notes about to mature in the months of July and August; that Philip Pike, who was expected to advance means to said firm, declined any fur- 35 ther advances; that under these circumstances, this defendant declined renewing the note held by him, which was about maturing, and demanded of said firm of Trier & Co. that said debt should be secured to him, the same being a confidential debt of money loaned to said firm upon representations that the same should be surely 40 repaid; that said firm of said Trier & Co. thereupon offered to secure to this defendant the payment of said debt to him by such

means as they had in their power, and to secure at the same time other confidential debts for money loaned in the same manner; that thereupon this defendant, with other confidential creditors, advised with counsel in New Jersey as to the manner in which they could
 5 be secure; that the counsel consulted with by them advised, as the only legal and safe mode, that they should at once obtain judgments for the amounts actually and justly due to each of them, and collect their debts by process of law.

That Trier & Co. agreed to confess judgment to this defendant,
 10 provided he would assume certain debts due by them to Moses Schloss, to Samuel Bachrach, and to Abraham S. Hermann and to Lehmaier Brothers, which was done, as this defendant believes, for the purpose of saving costs in a number of judgments.

That this defendant, believing said debts proposed to be assumed
 15 by him to be justly due and owing, agreed to said proposition, and assumed to pay said debts for the amounts and to the persons stated in the affidavit of this defendant mentioned in said bill, which debts this defendant assumed by writings under his hand, stating the consideration thereof, and that, in consideration of said debt
 20 due to this defendant, and said debts assumed to be paid by him, said Louis Trier and Abraham Dittenhœffer gave and executed to this defendant the bond and warrant of attorney in said bill mentioned, which this defendant knows to be a just and honest, and is advised is a legal consideration for said bond; and this defendant
 25 is advised and insists, that if said bond is due, a judgment may be lawfully entered thereupon, whether this defendant has paid the debts for which he became liable or not, and whether the same were due or not.

And this defendant further answering says, that the sum of twenty-six hundred dollars advanced by him to said firm of Trier &
 30 Co., being part of the consideration of said judgment, was advanced at the times and in the manner following: the sum of one thousand dollars was advanced by a check on the Union Bank of the City of New York on the twenty-second day of April last,
 35 drawn by Ballen & Sander, held by this defendant, and by him endorsed and delivered on that day to Isaac Dittenhœffer for Trier & Co., said Dittenhœffer being their agent; and the further sum of sixteen hundred dollars, being the residue of said twenty-six hundred dollars, was advanced to Trier & Co., through their said
 40 agent, by check endorsed by this defendant for that amount, drawn by said Ballen & Sander on said Union Bank, which said check was
 40 endorsed and delivered on the twenty-fifth of April last, both of

which checks have been paid; that he received, as security therefor, a note of Isaac Dittenhœffer, dated January twelfth, A. D. eighteen hundred and fifty-three, payable to the order of Trier & Co., for twenty-six hundred dollars, payable six months after date, which note was endorsed by Trier & Co., to whom and on whose credit alone said money was advanced by this defendant, he being informed the same was an accommodation note, and believing that Isaac Dittenhœffer was insolvent. 5

That this defendant is informed and believes that the sum of twelve hundred dollars, due to Moses Schloss, was advanced to Trier & Co. on the twenty-seventh of June, A. D. eighteen hundred and fifty-three, by the check of Schloss Brothers on the Manhattan Company, which was paid. 10

That this defendant is informed and believes that the debt of one hundred and fifty dollars, assumed by him to be paid to Samuel Bachrach, was for so much money lent by him to Trier & Co., and was advanced by a check, on the seventh day of July last, which check was paid; that the debt assumed to be paid by him to Abraham S. Hermann was for one hundred dollars, loaned by him in bank bills to Trier & Co., on the thirteenth day of July last; that the sum of six hundred and fifty dollars, assumed to be paid by the defendant to Lehmaier Brothers, was for so much money advanced by them, on the eleventh day of July last, by a check for that amount, which was paid. 15 20

That for none of said debts assumed to be paid by this defendant, as this defendant is informed and believes, were any securities taken, but that the same were confidential loans, advanced on the credit of said firm of Trier & Co. upon their promise, by Isaac Dittenhœffer, who negotiated them, that they should be repaid in a few days. 25 30

And this defendant further answering admits, that four judgments were entered in the circuit court of the county of Essex against said Louis Trier and Abraham Dittenhœffer by confession on bond and warrant of attorney to the parties for the sums, and at or about the times set forth in said bill, and that affidavits were filed with said judgments, respectively, to the effect and of the purport set forth in the said bill, and that said affidavits were made before the confession of said judgments, and were exhibited to the commissioners who signed said judgments, before the signing of the same; but how, to whom, and in what manner the said moneys for which said judgments were confessed, other than the one to this defend- 35 40

ant were advanced, is unknown to this defendant, except by hearsay.

And this defendant further answering says, that he admits that executions were issued on said judgments, and levies made on the
5 property of said Trier & Co., and the sale thereof advertised, as in said bill stated.

And this defendant further answering says, that he admits that said property will not bring enough to satisfy said four judgments; that he is informed that there was not even a nominal balance of
10 twenty thousand dollars at the taking of the account of stock in July last, and he believes and admits that the apparent balance of seven or eight thousand dollars was nominal and could not be realized, and that said firm is insolvent.

And this defendant further answering says, that whether said
15 confession of judgment is to be deemed an act of bankruptcy, is unknown to this defendant, but he is advised that no technical act of bankruptcy is recognised by the laws of New Jersey or of the United States, there being no bankrupt law in force.

And this defendant further answering says, that his claim of
20 twenty-six hundred dollars on said note of that amount, held by him as herein before stated, was entered on the books of Trier & Co., but that he does not know whether the claims of the other plaintiffs in the other confessed judgments were so entered, but he expressly answers and avers that the same was in good faith due to him, and
25 was the debt of the firm of Trier & Co., upon whose credit, alone, said moneys were advanced; that the same were not loaned to Isaac Dittenhœffer, or on his credit; that if said Isaac Dittenhœffer was a member of said firm, or had any interest therein, the same was unknown to this defendant; that this defendant always under-
30 stood from the members of said firm and from Isaac Dittenhœffer that Louis Trier and Abraham Dittenhœffer were the partners in said firm, and that Isaac Dittenhœffer was not a partner, and dealt with said firm on the faith of said understanding and representation, and that he would not have dealt with said firm had he sup-
35 posed Isaac Dittenhœffer to have been a partner, knowing that Isaac Dittenhœffer had failed, and believing him to be largely insolvent.

And this defendant further answering says, that the moneys so loaned by him to the firm of Trier & Co. did, as he is informed
40 and verily believes, go into the business of said firm, and was appropriated to their use, and were no part of the capital advanced by Abraham Dittenhœffer, which, as this defendant is informed and

believes, was all advanced by the twenty-first day of November, eighteen hundred and fifty-one, and before any of said moneys for which the judgment of this defendant is confessed were loaned and advanced; and that this defendant had no other design, object, or intention in procuring the confession of said judgment than to obtain the payment of the sum for which the same is confessed, which is justly and honestly due and owing to him; and this defendant has no knowledge, except by hearsay, as to how the money for which the judgments were confessed to the other plaintiffs were paid and advanced, or whether any or what securities were taken therefor; that he understood and was informed that debts to about the amounts claimed had been contracted by the firm of Trier & Co. to said plaintiffs, but has no further knowledge thereof and has no interest whatever therein; that this defendant knows nothing of the passing of said notes, in said bill mentioned, to Abraham Dittenhœffer.

And this defendant further answering says, that he does not know whether or not the complainants, John S. Peshine and Daniel F. Colie, and Samuel M. Howell, Elias Francis, and Abraham Mockridge, Alexander M. Agens and David S. Osborn, have obtained judgments, and have caused executions to be issued thereon, and given directions to levy, as in said bill stated.

And this defendant further answering says, that he knows nothing about the giving of a mortgage by Louis Trier to Seligman Trier, as in said bill mentioned.

And this defendant further answering says, that he is informed and believes that said Abraham Dittenhœffer was, upon entering into said partnership, and still is an infant under the age of twenty-one years, but what his precise age is, is unknown to this defendant.

And this defendant submits to this honorable court that the pretended causes of complaint, in the complainants' bill mentioned, against this defendant and against the plaintiffs in each of the other judgments, are for several distinct matters and causes, and that this defendant is not interested or concerned, as appears by said bill, in any manner in the judgments obtained by said other plaintiff or in any of the matters in said bill complained of and set forth against them; and that the complainants' right to relief upon the matters set forth in the said bill against the plaintiffs in each of said judgments is separate and distinct, and in no wise depends upon or is connected with the judgment of this defendant, by reason of which distinct matters the said bill is rendered prolix, and this

defendant compelled to answer many things in which he has no interest and of which he has but little knowledge, and is put to expense and delay touching matters in which he has no concern and in which he ought not to be involved; and this defendant hopes he
5 will have the same benefit of this defence as if he had demurred to said complainants' bill for multifariousness.

And this defendant further submits to this honorable court that the complainants do not show or set forth in said bill any right, interest, or title to or in the property of the defendant levied on
10 der said executions, or any lien or claim upon the same, nor do they show therein any right or claim to meddle or interfere with the property therein mentioned, except that of creditors at large of said firm of Trier & Co., and that by reason thereof, they are not entitled to any relief in the premises in a court of equity; and this
15 defendant hopes that he will have the same benefit of this defence as if he had demurred to the complainants' bill.

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

A. O. ZABRISKIE,

Solicitor and of counsel with Herman Bernheimer.

NEW JERSEY, ss.—Herman Bernheimer, the above named defend-
30 ant, being duly sworn, on his oath saith, that the matters and things set forth in the above answer, so far as relates to his own acts are true, and so far as relates to the acts of others, he believes them to be true.

HERMAN BERNHEIMER.

35 Subscribed and sworn to this seventh day of September, A. D. 1853, before me, at Jersey City.

EDGAR B. WAKEMAN, *M. C.*

IN CHANCERY OF NEW JERSEY.

BETWEEN

CHARLES E. YOUNG and OTHERS, complainants, }

and

LOUIS TRIER and OTHERS, defendants, }

} *On bill.*

NEW JERSEY, *to wit.*—Moses Schloss being duly sworn, on his oath saith, that he did, on the twenty-seventh day of June last, loan and advance to the firm of Trier & Co., of Newark, New Jersey, the sum of twelve hundred dollars; that the same was advanced by a check of Schloss Brothers, of which firm deponent is a member, upon the Manhattan Company of New York, which check was paid; that said money was borrowed for Trier & Co. by Isaac Dittenhœffer, as their agent, who had before, as agent of Trier & Co., borrowed money of deponent for them, which was repaid; deponent believes that this money actually went into the firm of Trier & Co.; that this loan was an accommodation loan, to be returned in a few days, and no security was given for it. This loan Herman Bernheimer agreed to, and assumed to pay to me on the day upon which, as this deponent then understood, a judgment bond was given by Louis Trier and Abraham Dittenhœffer to him for the same, on the fifteenth of July last, and that said Herman Bernheimer assumed to pay the same in writing under his hand.

And this deponent says, that said sum of twelve hundred dollars was, on the fifteenth of July last, justly and honestly due and owing to this deponent from the firm of Trier & Co., for so much money lent to them as aforesaid.

MOSES SCHLOSS.

Sworn to and subscribed this fifth day of September, A. D. 1853, at Jersey City, before me.

EDGAR B. WAKEMAN, *M. C.*

IN CHANCERY OF NEW JERSEY. 25

BETWEEN

CHARLES E. YOUNG and OTHERS, complainants, }

and

LOUIS TRIER and OTHERS, defendants. }

NEW JERSEY, *ss.*—John Lehmaier being duly sworn, on his oath saith, that he is one of the firm of Lehmaier Brothers, of the city

of New York, which is composed of deponent and Morris Lehmaier; that this deponent, on the eleventh day of July last, when his partner Morris Lehmaier was absent in Europe, loaned six hundred and fifty dollars of the moneys of said firm to Trier & Co.,
 5 of Newark, New Jersey, which money was advanced by a check of Lehmaier Brothers upon the American Exchange Bank in the city of New York, which check was paid; that said loan was negotiated by Isaac Dittenhœffer, as agent for and in the name of Trier & Co., to whose use this deponent understood and believes
 10 that said money was employed; that said Isaac Dittenhœffer had frequently before this borrowed money of deponent's firm for Trier & Co., which have been repaid, and deponent knew him to be an agent of Trier & Co. for this purpose; that said sum of six hundred and fifty dollars was justly and honestly due to this deponent and
 15 his said partner on the fifteenth day of July last, for money borrowed as aforesaid, and on that day Herman Bernheimer agreed and assumed to pay the same to Lehmaier Brothers, it being the day on which, as deponent understood, that a bond and warrant of attorney including said amount was given to him by said Trier &
 20 Co., and that said Herman Bernheimer has assumed and promised to pay said sum to Lehmaier Brothers by writing under his hand; that said loan of six hundred and fifty dollars was an accommodation loan, to be returned in a few days, and no security or note was taken therefor.

25

JOHN LEHMAIER:

Sworn to and subscribed, this fifth day of September, A. D. 1853,
 at Jersey City, before me.

EDGAR B. WAKEMAN, M. C.

IN CHANCERY OF NEW JERSEY.

30 BETWEEN

CHARLES E. YOUNG and OTHERS, complainants, }

and }

LOUIS TRIER and OTHERS, defendants. }

NEW JERSEY, ss.—Samuel Bachrach being duly sworn, on his
 35 oath saith, that he did, on the seventh day of July last, loan to the firm of Trier & Co. the sum of one hundred and fifty dollars, which was advanced by a check of this deponent of that date on the Shoe and Leather Bank of the city of New York for said sum of one hundred and fifty dollars, which check was delivered by deponent

to Isaac Dittenhœffer for Trier & Co., the said Isaac being and acting as their agent in procuring said loan, and which check was paid; that Isaac Dittenhœffer had previously, at several different times, borrowed money from deponent for Trier & Co., acting as their agent, and which had been repaid; that the said loan of one hundred and fifty dollars was a temporary accommodation loan, made with the understanding that the same would be repaid in a few days, on demand; that no security of any kind was taken for said loan; that said sum of one hundred and fifty dollars was fairly, honestly, and justly due from Trier & Co. to this deponent for said loan of the seventh of July last, which sum remained unpaid on the fifteenth day of July last, on which last mentioned day Herman Bernheimer agreed and assumed to pay to deponent the amount of said loan for Trier & Co., it being the day on which, as this deponent was informed and believes, a bond and warrant of attorney, including the aforesaid sum of one hundred and fifty dollars, was given to said Herman Bernheimer by Trier & Co.; that this deponent holds a written promise and undertaking signed by said Bernheimer, by which he agreed to pay this deponent said debt; that he, the said deponent, is satisfied and believes that the money advanced to said Trier & Co. by him, through Isaac Dittenhœffer, on the seventh of July last, went to the use of the firm of Trier & Co., and also all moneys loaned on previous occasions to said firm by this deponent.

SAMUEL BACHRACH. 25

Sworn to and subscribed, this seventh day of September, A. D. 1853, before me, at Jersey City.

EDGAR B. WAKEMAN, M. C.

IN CHANCERY OF NEW JERSEY.

BETWEEN

CHARLES E. YOUNG and OTHERS, complainants, }

and }

LOUIS TRIER and OTHERS, defendants. }

NEW JERSEY, ss.—Abraham S. Herman being duly sworn, on his oath saith, that he did, on the thirteenth day of July last, loan and advance to the firm of Trier & Co. one hundred dollars, which sum they borrowed of this deponent on that day through Isaac Dittenhœffer, who was and acted as the agent of said firm in this behalf; that said Dittenhœffer had, on several previous occasions, 35

borrowed from deponent money for said firm, and which had, previous to the said loan of the thirteenth July, been repaid to deponent; that said money loaned on the thirteenth day of July last was in bank bills of good banks, and paid to said Dittenhœffer for said firm; that it was understood that said money would be repaid on the fifteenth of the same month; and deponent is satisfied and believes that said money so borrowed from him went into the business of said firm and to their use; this loan Herman Bernheimer has assumed and undertaken to pay deponent for Trier & Co., by his written agreement to that effect, given under his hand to this deponent; that, as he is informed and believes, this debt of one hundred dollars of Trier & Co. to deponent is included in the amount of a bond with warrant of attorney to confess judgment, given on the fifteenth day of July last, to Herman Bernheimer by said Trier & Co., and that said debt for said loan of one hundred dollars was, at the date of said bond and warrant, fairly, honestly, and justly due to deponent from them, and has never been paid to him by them; that deponent now holds the written promise of said Bernheimer to pay said loan, and has not now, and at no time heretofore had, any security from Trier & Co. for the repayment of said loan, except the verbal promise that the same would be repaid on the fifteenth July last.

ABRAHAM S. HERMAN.

Sworn and subscribed, this seventh day of September, A. D. 1853, before me, at Jersey City.

EDGAR B. WAKEMAN, *M. C.*

Filed September 14, 1853.

A motion was made before the Chancellor, at Elizabethtown, on the 4th day of October, 1853, upon due notice to the complainants' solicitor, on behalf of the defendants, Bernheimer and Fleischman, to dissolve the injunction, as against them, upon which the counsel for both parties were heard, upon which the following order was made.

ORDER ON INJUNCTION.

IN CHANCERY OF NEW JERSEY.

BETWEEN

CHARLES E. YOUNG and OTHERS, complainants, }

and

LOUIS TRIER and OTHERS, defendants, }

On bill for injunction, &c.

Upon motion, made before the Chancellor, at Elizabethtown, on 5
 behalf of the defendants, Herman Bernheimer and Samuel Fleisch-
 man, to dissolve the injunction heretofore granted in this cause, it
 appearing to the Chancellor that due notice of the motion had been
 served on the solicitor of the complainants, and the Chancellor hav-
 ing heard said motion, and examined and considered the bill, an- 10
 swers, and affidavits filed in the cause—

It is ordered by the Chancellor, on this twenty-first day of
 October, eighteen hundred and fifty-three, that so much of said in-
 junction as restrained the sheriff of the county of Essex from pay- 15
 ing to the defendant, Herman Bernheimer, part of the moneys
 raised on the execution in his favor against Louis Trier and Abra-
 ham Dittenhoeffer, be dismissed, with the costs of said Herman
 Bernheimer to be paid to him; and that the motion on part of the
 defendant, Samuel Fleischman, to dissolve the injunction, as against
 paying to him the moneys raised on his execution, be denied, with 20
 costs.

B. WILLIAMSON, C.

Filed October 24, 1853.

APPEAL.

IN CHANCERY OF NEW JERSEY. 25

BETWEEN

CHARLES E. YOUNG and OTHERS, complainants, }

*and*LOUIS TRIER, ABRAHAM DITTENHAEFFER, }
 SAMUEL FLEISCHMAN and OTHERS, defendants, }*On bill for**relief, &c.*

30

The defendant, Samuel Fleischman, hereby appeals from that
 part of an interlocutory order, made by this court in the above en-
 titled cause, on the twenty-first day of October last, which refuses
 to dissolve the injunction therein issued against paying to him the
 moneys raised upon the execution of the said defendant, in the bill 35
 of complaint mentioned, to the court of errors and appeals in the
 last resort in all causes.

Dated November 10, 1853.

A. O. ZABRISKIE,

Solicitor and of counsel with Samuel Fleischman. 40

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

A. O. ZABRISKIE,

Of counsel with the defendant, Samuel Fleischman.

5 Filed November 12, 1853.

PETITION OF APPEAL.

NEW JERSEY COURT OF ERRORS AND APPEALS.

BETWEEN

SAMUEL FLEISCHMAN, appellant,

and

10 CHARLES E. YOUNG, JOHN YOUNG, SAMUEL
HALSEY, CHARLES TAYLOR, ABRAHAM
MOCKRIDGE, ELIAS FRANCIS, JOHN S PE-
SHINE, DANIEL F. COLIE, ALEXANDER M.
15 AGENS, DAVID S. OSBORN, JULIUS ADLER,
WILLIAM CORY, GEORGE MARTZ, and SAM-
UEL M. HOWELL, respondents, } *Petition of appeal.*

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

The humble petition of Samuel Fleischman, the appellant in the
20 above stated cause, respectfully shows, that your petitioner finds
himself aggrieved by an interlocutory decree, made in the Court
of Chancery by the Honorable Benjamin Williamson, esquire,
Chancellor of the State of New Jersey, on the twenty-first day of
October last, in a certain cause pending in said court, wherein the
25 above named respondents were complainants, and this appellant,
Samuel Fleischman and Louis Trier, Abraham Dittenhœffer, Isaac
Dittenhœffer, Herman Bernheimer, Samuel Schiffer, Gabriel Schif-
fer, Jacob Schiffer, Philip Pike, and John Kennedy were defend-
ants, in this respect, that said interlocutory decree refuses to dis-
30 solve the injunction, theretofore issued in said cause, against pay-
ing to this appellant the moneys raised upon his execution in the
bill of complaint in said cause mentioned.

And your petitioner humbly appeals from that part of the said
decree of the Chancellor which so refuses to dissolve said injunc-
35 tion, upon the ground that the same is erroneous, and that said in-
junction against paying your petitioner the said moneys ought to
have been dissolved.

Your petitioner therefore prays that the said decree of the Chan-

cellor may be, in the particulars aforesaid, reversed, set aside, and for nothing holden, and that your petitioner may have such relief in the premises as to this honorable court shall seem meet.

Dated November 10, A. D. 1853.

A. O. ZABRISKIE,

Solicitor and of counsel with the above named appellant.

Filed November 15, 1853.