

On this side also
Hearing at Pennington
4th Sunday of June

[Front of Document]
In Chancery
Asher Williamson
and _____
vs
Sam Williamson
Testimony taken
May 27, 1812 st
The hearing on _____

Filed
May 28, 1812
J Nunn, Clerk

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In Chancery
Between
Asher Williamson
and other Compl'ts
and
Samuel Williamson EX
of the Will of William Williamson

May 27, 1812
Evidence for the Compl^{ts} on the
taking of the Account as
by the _____ save leans.

Othniel Gordon—being sworn saith; That he is well acquainted with the farm late Wm Williamson in Amwell—lives adjoining to it, and has lived his lifetime near to it, he is now 39 years old—that in the year 1789 the farm was not in good order, the fence out of repair—did not observe the situation of the House as to repair—the barn was but a little value—That he has for many years past been acquainted with the timber land on said farm and frequently [poped] through it—That for sixteen or seventeen years past a great deal of timber has been cut out and sold off said farm—Witness thinks that within that period timber on said farm hath been cut and destroyed to the amount in value of fifteen hundred dollars. That this is exclusive of

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of the timber cut for fencing said farm and for firewood and for building—That witness estimates the value of the timber, supposing it to be now standing on s^d[said] farm—That about six or seven years ago a large quantity of staves were made in the woods of s^d[said] farm and carried off.—That considerable of building timber has within a few years been taken off—Also staves timber and firewood—That lately a great deal of good timber has been cut, for [staves] and sword White Oak trees for parts, some of them as late as last winter—That there has been an immense quantity cut, so much that it is difficult to make calculations of the quantity—That Def^t sold one tree a ---- tree, to Witness for two dollars—That witness has known the Def^t. Sam Williams[on] and Peter to sell timber off of said farm, witness bought of Peter 2 or 3 saw logs, a Hickory tree and some timber for a building, to the amount of eight dollars for the building timber—That for the Hickory tree and one saw log he gave three dollars—That from the looks of the timber and the destruction of it, Witness thinks his estimate of fifteen hundred dollars is rather under the value than over—but says it is difficult to ascertain the exact sum—That when witness applied to William for two trees he answered that he could not say

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say until he talked to his father, that soon after William informed witness that his father said that he might have them—and that he accordingly took the trees and was to give so much an hundred—These trees were black oak and for shingles—

Crop examines on the part of the Defendant says that the Def. sold several years ago fifteen or sixteen Acres of wood land part of sd[said] farm to Samuel Opdike, that in his estimation of the damage, the wood cut on sd[said] lot was taken into consideration, and thinks that damage done to that lot was about twenty dollars per Acre—Witness does not know of his away _____ of Defendants cutting a selling any timber but the one tree to himself and the selling the lot of land to Samuel Opdike, Witness thinks he has heard Deft. say that he had sold same Cord wood to Thomas Lake

Sworn the 27th of May

1812 _____

[signature of James Linn]

[Signature of Othniel Gordon]

Master in Chancery

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Jonathan Moone being sworn saith that he rented in March 1808 from Def^t. a part of the farm late William Williamson upon the terms _____ in a lease marked Exhibit No. 1 as the _____ of the Complainants—That the other part of the farm was rented to Peter Williamson for twenty _____ pounds ten shillings for the same years—That a lot of land belonging to the Deft. which lay adjoining was included in his lease, and witness thins the value of that lot was about _____ dollars a year—Witness thinks he had _____ better than half of the clear land, and that it was not _____ in the best state of cultivation and the _____ quality about the same—Witness thinks he gave the _____ bales for that part of the farm her rented—That _____ Wilson had some timber off said farm 2 building sticks plates and sills, long sticks. that witness know of, thinks there was more, but is not certain—Witness helped _____ load said sticks and Wilson said that he had bought them of Mr. Williamson but _____ do not know which Mr. Williamson—That at the time Witness lived on said farm the fences of the part he _____ were in tenatable repair—That the fence in March cost, of said farm, were in bad order—

Sworn the 27th of

May 1812

[signature of Jonathan Moone]

Before [signature of James Linn]

Master in Chancery

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Elisha Rittenhouse being sworn saith —That he is well acquainted with the farm lots Wm. Williamson in Amwell and now lives adjoining to it, and has lived adjoining his whole life time—That witness is now about 45 years old—Witness cannot say certainly in what repair the farm was in the year 1789, but thinks it was in middling like repair—Thinks that at that time about thirty pounds a year would have been a reasonable rent for said farm, but cannot say with any degree of certainty—Witness thinks that said farm in the year 1800, had it been in tenatable repair would have rented for about forty pounds a year—Witness thinks that said farm from the year 1800 until this time, had it been in tenatable repair would have rented for two hundred dollars per year—And for more money at this time if it was in right good order _____ fenced, and sown with grass seed.

Witness says that the part Jonathan Moore had in 1808 was in better repair than the part Peter Williamson had, and he thinks that if both parts were in equal repair sixty pounds a year would have been a rent low enough and probably it might have brought two hundred dollars.

Witness further said that he has been more acquainted with the tenants land than

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say until he talked to his father, that soon after William informed witness that his father said that he might have them—and that he accordingly took the trees and was to give so much an hundred—These trees were black oak and for shingles—

Crop examines on the part of the Defendant says that the Def. sold several years ago fifteen or sixteen Acres of wood land part of sd[said] farm to Samuel Opdike, that in his estimation of the damage, the wood cut on sd[said] lot was taken into consideration, and thinks that damage done to that lot was about twenty dollars per Acre—Witness does not know of his away _____ of Defendants cutting a selling any timber but the one tree to himself and the selling the lot of land to Samuel Opdike, Witness thinks he has heard Deft. say that he had sold same Cord wood to Thomas Lake

Sworn the 27th of May

1812 _____

[signature of James Linn]

[Signature of Othniel Gordon]

Master in Chancery

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Jonathan Moone being sworn saith that he rented in March 1808 from Def^t. a part of the farm late William Williamson upon the terms _____ in a lease marked Exhibit No. 1 as the _____ of the Complainants—That the other part of the farm was rented to Peter Williamson for twenty _____ pounds ten shillings for the same years—That a lot of land belonging to the Deft. which lay adjoining was included in his lease, and witness thins the value of that lot was about _____ dollars a year—Witness thinks he had _____ better than half of the clear land, and that it was not _____ in the best state of cultivation and the _____ quality about the same—Witness thinks he gave the _____ bales for that part of the farm her rented—That _____ Wilson had some timber off said farm 2 building sticks plates and sills, long sticks. that witness know of, thinks there was more, but is not certain—Witness helped _____ load said sticks and Wilson said that he had bought them of Mr. Williamson but _____ do not know which Mr. Williamson—That at the time Witness lived on said farm the fences of the part he _____ were in tenatable repair—That the fence in March cost, of said farm, were in bad order—

Sworn the 27th of

May 1812

[signature of Jonathan Moone]

Before [signature of James Linn]

Master in Chancery

[page 5 of document]

Elisha Rittenhouse being sworn saith —That he is well acquainted with the farm lots Wm. Williamson in Amwell and now lives adjoining to it, and has lived adjoining his whole life time—That witness is now about 45 years old—Witness cannot say certainly in what repair the farm was in the year 1789, but thinks it was in middling like repair—Thinks that at that time about thirty pounds a year would have been a reasonable rent for said farm, but cannot say with any degree of certainty—Witness thinks that said farm in the year 1800, had it been in tenatable repair would have rented for about forty pounds a year—Witness thinks that said farm from the year 1800 until this time, had it been in tenatable repair would have rented for two hundred dollars per year—And for more money at this time if it was in right good order _____ fenced, and sown with grass seed.

Witness says that the part Jonathan Moore had in 1808 was in better repair than the part Peter Williamson had, and he thinks that if both parts were in equal repair sixty pounds a year would have been a rent low enough and probably it might have brought two hundred dollars.

Witness further said that he has been more acquainted with the tenants land than

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the other parts of the farm, having been often through it. And thinks that the timber which has been cut and destroyed since [James] Williamson had the _____, more than was different for the repairs of the farm, if now standing, would be worth fifteen hundred dollars—Witness says that several times he has seen timber down and the bark peeled—That Witness has sawed _____ many logs brought to his saw mill by Peter and Wm Williamson sons of the def^t while they lived on said farm—he sawed them for the customary share, but cannot say what they did with _____ of the stuff—
Witness says that in estimating the damage done to the timber land witness estimates the damage done to the 16 Acres said to be sold by Samuel Williamson to Sam'l Opdike at about 20 dollars per Acre—that the timber on that lot is in parts nearly all cut off—
Witness says that at the request of Asher Williamson, Othniel Gordon, Thomas Lake, Charles Sargeant, and witness himself the latter part of last ALpril viewed the said farm and wood land and made an estimate of the Damage done to the said Wood land, that Samuel Williamson was not present or any person for him—[signature of Elisha Rittinghouse]

Sworn the 27th of May
1812

[signature of James Linn]
Master in Chancery

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Jonathan Moore being again called saith that in the year 1808. Cornelius Williamson son of the def^t [Sam Wmsn] cut timber for a frame barrack off s^d[said] farm, and had sons carry the same away—
[signature of Jonathan Moone]

Thomas Lake being sworn, saith, that is well acquainted with the farm late Wm. Williamson and has been acquainted with it all the days of his life having lived by it—

In the year 1787 the s^d[said] farm was in about midling repair—that at that time, and in the repair it was then in, he thinks it would have rented for from 70 to 75 pounds per year, that in the year 1795 or 1796 it would have rented for forty pounds—

That for the last twelve years it would have rented, in the repair in which it was, for sixty pounds per year and thinks that would have been a low rent for it, And if it had been kept in repair, would have rented for more—That Witness of _____ last of April last viewed the farm with Othniel Gordon, Elisha Williamson and _____ with a view to make an estimate of the damage done to the wood land—at the request of Asher Williamson—That the estimate by Witness and the sd[said] _____ was that the damage done to sd[said] wood land from the time Sam'l Williamson [obtained or attained] the property until that time if the timber then cut was now standing would be fifteen hundred dollars inclusive of that was supposed _____ for repairs of the land—Knows that Deft sold Jacob Bug_____ firewood for _____, but does not know the quantity, Bug_____ did not get all the wood _____

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from sd[said] farm.—That Lewis Andrews the year before last got firewood from sd[said] farm but was not known how much. the Def^t total which that _____ was to have _____ from time—That witness hauled him a load—That witness's son William got a [frame] for a meat house about 10 feet by 17 from sd[said] farm. The posts 12 feet _____ got of which had been _____ but _____ which frame was got from the Dft'd—That he heard the Def^t say that he had sold [Slyah] Wilson twenty white Ash from s^d. farm and frame barrack—That the Def's son Peter found fault with his father for selling them too much—The Def^t answeres that he had not sold them as much as said Peter himself had sold—that this conversation was about _____ years ago—That Peter son of Def^t sold timber off the place and also Wm. son of Def^t has sold timber but does not know how much—That

Cornelius Williamson of the Township of Amwell in the County of Hunterdon being duly sworn deposit and saith That he was present at the vendue of the [landed] estate of late of William Williamson dec'd made by Samuel Williamson the Executor of the Will of the said William Williamson, but cannot say

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say the exact time of vendue, that this vendue was before the year 1792—that Witness bid for the property, but does not recollect the sum which he bid—that the sale of the property was adjourned on the bid of the Witness—that deeds for the property were afterwards made by the Executor of said Will to the Witness, at the same rate at which he bid for said property—which Deeds are marked Exhibits No 4 and 5 on the part of the Defendant—that the sale of said property was adjourned but with the consent of the Witness but cannot say to what time it was adjourned—that Cornelius Williamson the father of the Complainants and others were present at said vendue—that after the adjournment of said Vendue the Witness asked the said Cornelius Williamson if he wanted to purchase the property, he answered that he did not—that the said Cornelius Williamson then lived on said Land, and that the vendue was held on the said premises and

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And being _____ examined on the part of the Complainants—Saith that he bid for the property for his father, the Defendant in this compl't, and made the Conveyance marked Exhibit No 6 and 7 on the part of the Defendant, accordingly—Witness does not know that the adjournment of the vendue of said property was made to any particular day, but that the vendue was adjourned generally—that he had no intention to bid for, or purchase the property for himself—

[signed] Cornelius Williamson
Sworn this first day
of April 1811—
Witness
James [Linn], Examiner.
