In Chancery of New Jersey

Between William H. Manness, Compl’t

And Mathias C. Dilts et al., Def’ts,

Filed January 24, 1879

L-18-460

L-18-460-468

To his honor Theodore Runyon, Esquire, Chancellor of the State of New Jersey:

Humbly Complaining, showeth unto your Honor your orator **WILLIAM H. MANNESS** of the City of Scranton in the county of Luzerne and State of Pennsylvania that on or about the Twenty-Fourth day of March in the year one thousand eight hundred and Thirty Eight **WILLIAM W. WILLIAMSON** of the Township of Amwell in the county of Hunterdon and State of New Jersey became and was justly indebted unto **ELISHA E. HOLCOMBE** in the sum of Two Hundred and Fifty Dollars; and being so indebted, the said WILLIAM W. WILLIAMSON, in order to secure the payment of the said sum of money, with interest, did make and execute, under his hand and seal and deliver unto the said **ELISHA E. HOLCOMBE**, a certain bond or obligation, bearing date the same day and year aforesaid, in the penal sum of Five Hundred Dollars lawful money of the United States, with a condition thereunder written, that if the said **WILLIAM W. WILLIAMSON**, his heirs, executors, or administrators, should well and truly pay, or cause to be paid, unto the said **ELISHA E. HOLCOMBE**, his executors, administrators or assigns, the just and full sum of Two Hundred and Fifty Dollars, lawful money aforesaid, on or before the First day of April in the year of our Lord One Thousand Eight Hundred and Thirty-Nine, with legal interest from the date thereof, then the said obligation should be void, otherwise to remain in full force and virtue, as in and by the said bond or obligation and the condition thereof, reference being thereunto had, will more fully and at large appear.

 And your orator further shows that the said **WILLIAM W. WILLIAMSON**, and **MARY DILTS**, in order to secure the payment of the said sum of money above mentioned, together with the interest which should accrue or become due thereon, executed and delivered unto the said **ELISHA E. HOLCOMBE** a certain indenture of mortgage, bearing date the same day and year last aforesaid, made by the said **WILLIAM W. WILLIAMSON** and **CHARLOTTE** his wife and **MARY DILTS** of the first part, and the said **ELISHA E. HOLCOMBE** of the second part; in and by which said indenture of mortgage the said party of the first part did grant, bargain, sell, alien, release, enfeoff, convey, and confirm unto the said **ELISHA E. HOLCOMBE** his heirs and assigns, ALL the following described parcel of land and premises, situate, lying and being in the Township of Raritan in the County of Hunterdon, Bounded and described as follows: Beginning at a corner of land of **ELIJAH WILLSON**, Esq., in a line of lands of **JOHN POULSON**, formerly of said **LAWSH**E; thence 1) along this line, south, sixty-eight degrees and fifteen minutes west Five chains and sixty links to a corner of said **PAULSON**, **JEREMIAH GARY** and **WILLIAM SERVIS**’ land, standing in the road leading to Pittstown; thence 2) along said road and **WILLIAM SERVIS**’ land, south, three degrees and fifteen minutes East, Six chains and Twenty-Eight links to a corner of **SAMUEL BUCHANAN’**s land; thence 3) along said **BUCHANAN**’s land, North, sixty-eight degrees and fifteen minutes East, Seven chains and Eighty-seven links to another corner of **BUCHANAN**’s land of said **ELIJAH WILSON**’s land; thence 4) along this land, North, twenty-three degrees and fort-five minutes west, six chains and one link to the place of Beginning, containing within the bounds aforesaid Four acres of land, more or less.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, use, property, possession, claim, and demand whatsoever, as well in law as in equity, of the party of the first part to the said indenture of mortgage, and every part and parcel thereof, with the appurtenances: to have and to hold the therein above granted and described premises, with the appurtenances, unto the said **ELISHA E. HOLCOMBE** the said party of the second part, his heirs and assign, to his and their own proper use, benefit, and behoof for ever; Provided always, and the said indenture of mortgage was therein declared to be upon this express condition, that if the said party of the first part to the said indenture of mortgage, their heirs, executors, or administrators, should well and truly pay or cause to be paid unto the said **ELISHA E. HOLCOMBE**, his certain attorney or attorneys, executors, administrators, or assigns, the said sum of money mentioned in the condition of the aforesaid bond or obligation, with the interest thereof, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then the said indenture of mortgage, and the estate thereby granted, should cease, determine, and from thenceforth be null and void.

 And your orator further shows that after the execution of the said indenture of mortgage, the same was in due form of law acknowledged by the said **WILLIAM W. WILLIAMSON** and **CHARLOTTE** his wife, and **MARY DILTS**, before **EMLEY HOLCOMBE**, a commissioner of deeds, on the day of the date thereof, and duly recorded in the office of the Clerk in and for the said County of Hunterdon in Book 17 of Mortgages, page 249, on the Third day of May in the year one thousand eight hundred and Thirty-Eight as by the certificate of the \_\_\_\_\_\_\_ of said county, endorsed on the said indenture of mortgage, more fully appears, and to which your orator, for greater certainty, begs leave to refer, if it be necessary to do so.

 And your orator further shows that the said ELISHA E. HOLCOMBE, for a valuable consideration to him paid by your orator, did, on the Thirty first day of March in the year of our Lord one Thousand Eight Hundred and Fifty-Five, by deed of assignment duly executed according to law, assign to your orator the said bond or obligation and indenture of mortgage, and delivered the same to your orator, with the deed of assignment, which said deed of assignment was in due form of law acknowledged by the said **ELISHA E. HOLCOMBE** on the day of the date thereof, before **NELSON C. YOUNG**, one of the Masters of the Court of Chancery of New Jersey, and recorded in the office of the Clerk of the County of Hunterdon on the Fourth day of April in the year of our Lord One Thousand Eight Hundred and Fifty-Five, as by the certificate of the clerk of said county, endorsed thereon, more fully appears, and to which your orator, for greater certainty, begs leave to refer, if it be necessary so to do.

 And your orator further shows, that at the time of the execution and delivery of the said mortgage, the said **WILLIAM W. WILLIAMSON** and **MARY DILTS** were tenants in common, in equal parts, in said mortgaged premises.

 And your orator further shows, that in and by the last will and testament of the said **MARY DILTS**, duly admitted to probate by the Surrogate of the County of Hunterdon, after devising the use of the undivided half of said mortgaged premises to the said **WILLIAM W. WILLIAMSON** and **CHARLOTTE** his wife for life, and for the live of the survivor of them, she devised the equal undivided one-half thereof as follows:

“And further, it is my will that my half of said lot of land shall, after the death of both **W.W. WILLIAMSON** and **CHARLOTTE** his wife, be equally divided between my brother, **JOHN DILTS**, and my sisters **SARAH MAC MANNERS**, **ANNE LAKE**, **JANE BELLIS**, and **SUSAN**, the relict of **HENRY READING**, share and share alike.”

 And your orator further shows, that subsequent to the decease of the said **MARY DILTS** the said **JOHN DILTS** departed this life leaving **MATHIAS C. DILTS, ELIZA CAMP, HARRIET DEATS, MARTHA COOK, and JACOB DILTS**, his children and heirs at law; and that subsequently the said **MARTHA COOK** departed this life, leaving **ANNA M. WYATT, LIDA C. WHITE, ELI C. COOK** and **AVERY P. COOK**, her children and heirs at law; and that subsequently the said **JACOB DILTS** departed this life, leaving **GEORGE DILTS**, her child and heir at law.

 And your orator further shows that subsequent to the decease of the said **MARY DILTS**, the said **SARAH MAC MANNERS** departed this life, leaving your orator, **WILLIAM W. MANNESS, HENRY R. MANNESS, ELIZABETH COFFEE, EUPHEMIA CASE, MARIA HEATH, HARRIET BOWEN** and **RACHEL CASE**, her children and heirs at law; that subsequently, the said **EUPHEMIA CASE** departed this life, leaving a husband, **SAMUEL CASE**, and **ISAAC CASE, WILLIAM CASE** and **MARY HEBART**, her children and heirs at law; and that subsequently the said **MARIA HEATH** departed this life leaving a husband, **GEORGE HEATH**, and **WILLIAM HEATH, ELIJAH HEATH, LARASON HEATH, THATCHER HEATH** and **SARAH HEATH**, her children and heirs at law.

 And your orator further shows that subsequent to the death of the said **MARY DILTS**, the said **SUSAN READING** departed this life, without issue.

 And your orator further shows that subsequent to the death of the said **MARY DILTS**, the said **JANE BELLIS** departed this life, leaving **ELLEN BOYD, MARY THATCHER** and **SARAH THATCHER**, her children and heirs at law; and that subsequently the said **MARY THATCHER** departed this life without issue, leaving a husband, **PETER THATCHER**.

 And your orator further shows that subsequent to the death of the said **MARY DILTS**, the said **ANNE LAKE** departed this life, leaving **JACOB LAKE, SUSAN CLOSSON, JANE FAUSS, NANCY SWEAZY** and **AZUBA FOX**, her children and heirs at law; that subsequently the said **AZUBA FOX** departed this life, leaving **ENSIGN DE CATUR, JOHN DE CATUR** and **ELIZABETH REINER**, her children and heirs at law; that subsequently the said **JOHN DE CATUR** departed this life, leaving **ROSA DE CATUR**, his widow, and **JOSEPH DE CATUR, THOMAS DE CATUR** and **ANNA DE CATUR**, his children and heirs at law; and that the said **ANNA DE CATUR** is an infant, under the age of twenty-one years.

 And your orator further shows that on or about the \_\_\_\_ day of \_\_\_\_\_\_\_ A.D. Eighteen Hundred and Fifty \_\_\_\_\_\_, the said **WILLIAM W. WILLIAMSON** departed this life, having first made and executed his last will and testament in due form of law, thereby ceristitutng **DAVID B. KIRKPATRICK** the Executor thereof; that said will was duly admitted to probate by the Surrogate of the County of Hunterdon; and that the said **DAVID B. KIRKPATRICK** has taken upon himself the buither of the administration of the estate of the said **WILLIAM W. WILLIAMSON**, deceased.

 And your orator further shows that the principal money mentioned in the said bond or obligation and secured thereby and by the said Deed of Mortgage, with large arrears of interest, still remains due and owing to your orator no part thereof having been paid to the said **ELISHA E. HOLCOMBE** or to your orator so that your orator is greatly delayed and disappointed in the receipt of the said moneys, by means of which said several premises the said Deed of Mortgage, and the estate thereby mortgaged as aforesaid, has become absolute in your orator and his heirs. And your orator further shows that the said **WILLIAM W. WILLIAMSON** and **MARY DILTS** and their Executors, heirs or devisees since the execution of your orator’s said mortgage has possessed and enjoyed, and that they do still possess and enjoy the said mortgaged premises, with the appurtenances, and that they have always received, and still do receive, the rents, issues, and profits thereof. And your orator furthers shows and expressly charges that the said mortgaged premises are a slender and a scanty security for the payment of the said principal and interest moneys so due your orator as aforesaid, and that he or some other person or persons for him has frequently and in a friendly manner applied to the said **DAVID B. KIRKPATRICK** as Executor of **WILLIAM W. WILLIAMSON**, deceased, and the heirs and devisees of the said **MARY DILTS**, deceased, or one of them, and requested them, or one of them, to pay and discharge the said principal and interest moneys so due your orator on the said bond or obligation and Deed of Mortgage herein before mentioned and set forth; and your orator well hoped that they would have complied with such reasonable requests of your orator and would have paid to him the said principal and interest moneys so as aforesaid due to your orator on the said bond or obligation and Deed of Mortgage, as in equity and good conscience they ought to have done. But now so it is, may it please your Honor, that the said **MATHIAS C. DILTS, ELIZA CAMP, HARRIET DEATS, ANNA M. WYATT, LIDA C. WHITE, ELI C. COOK, AVERY P. COOK, GEORGE DILTS, HENRY R. MANNESS, ELIZABETH COFFEE, HARRIET BOWEN, RACHEL CASE, SAMUEL CASE, ISAAC CASE, WILLIAM CASE, MARY HEBARD, GEORGE HEATH, WILLIAM HEATH, ELIJAH HEATH, LARASON HEATH, THATCHER HEATH, SARAH HEATH, ELLEN BOYD, SARAH THATCHER, PETER THATCHER, JACOB LAKE, JANE FAUSS, SUSAN CLOSSON, ENSIGN DE ATUR, NANCY SWEAZY, ELIZABETH REINER, ROSA DE CATUR, JOSEPH DE CATUR, THOMAS DE CATUR, ANNA DE CATUR and DAVID B. KIRKPATRICK**, executor of **WILLIAM W. WILLIAMSON**, deceased, combining and confederating together, and to and with divers other persons at present unknown to your orator but whose names when discovered, he pray may be inserted herein, with proper and apt words to charge them as parties defendant hereto, and contriving how to injure and aggrieve your orator in the premises, and to defraud \_\_\_ of the said principal and interest moneys, so as aforesaid due to your orator on the said bond or obligation and Deed of Mortgage herein before mentioned, sometimes give out and pretend, that although your orator estate in the said mortgaged premises may have become absolute at law, yet that your orator cannot dispose of the same to any purchaser in any manner, and that the same will be subject to an equity of redemption; and at other times the said confederates pretend that the said mortgaged premises are charged or chargeable with other encumbrances prior to your orator’s said mortgage but when and to whom given, and for what consideration, they refuse to discover; whereas your orator charges and insists that if any such pretended encumbrances do exist, they are fraudulent and void, and given for no good or valuable consideration, or are paid and satisfied, and kept on foot by fraud, to injure and aggrieve your orator and ought to be delivered up to be cancelled, or declared to be of no effect against your orator who had no notice of any such pretended encumbrances, All which actings and doings of the said defendants and their confederates are contrary to equity and good conscience, and tend to the manifest wrong, injury, and oppression of your orator. In tender consideration whereof, and for as much as your orator has not a complete and safe remedy in the premises at and by the strict rules of the common law, nor can foreclose the equity of redemption of the said mortgaged premises, or safely sell the same for the payment and satisfaction of the said principal and interest moneys so as aforesaid due to your orator on said bond and obligation and Deed of Mortgage without the aid and decree of this honorable Court,

 To the end, therefore, that the said defendants and their confederates, 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 were here again repeated, and they and each of them thereto particularly interrogated, according to the best of their respective knowledge, information, remembrance, and belief; and that the said defendants, or some one of them, may be decreed to pay your orator the said principal sum so due to him on the said bond or obligation and Deed of Mortgage herein before mentioned and set forth, and all the interest money now due and to grow due thereon, together with all your orator’s costs and charges in this behalf sustained, by a short day, to be appointed by this honorable Court; and in default thereof that the said defendants, and each of them, and all persons claiming or to claim under them, or any or either of them, may be foreclosed of and from all equity of redemption or claim of, in and to the said mortgaged premises, and every part and parcel thereof, with the appurtenances, and my deliver over unto your orator all deeds, demises, and writings whatever relating to or concerning the same, or that all and singular the said mortgaged premises, with the appurtenance, may, by the order and decree of this honorable Court, be sold, and out of the moneys arising from the sale thereof, you orator may be paid the full amount of the said principal sum of money so due to your orator on the said bond or obligation and Deed of Mortgage as aforesaid, and all the interest now due and to grow due thereon, together with all your orator’s costs and charges in this behalf sustained; and that your orator may have such further and other relief in the premises as to your Honor may seem meet and shall be agreeable to equity and good conscience; may it please your Honor, the premises considered, to grant unto your orator a writ or writs of subpoena, issuing out of and under the seal of this honorable Court, to be directed to the said **MATHIAS C. DILTS, ELIZA CAMP, HARRIET DEATS, ANNA M. WYATT, LIDA C. WHITE, ELI C. COOK, AVERY P. COOK, GEORGE DILTS, HENRY R. MANNESS, ELIZABETH COFFEE, HARRIET BOWEN, RACHEL CASE, SAMUEL CASE, ISAAC CASE, WILLIAM CASE, MARY HEBARD, GEORGE HEATH, WILLIAM HEATH, ELIJAH HEATH, LARASON HEATH, THATCHER HEATH, SARAH HEATH, ELLEN BOYD, SARAH THATCHER, PETER THATCHER, JACOB LAKE, JANE FAUSS, SUSAN CLOSSON, ENSIGN DE CATUR, NANCY SWEAZY, ELIZABETH REINER, RISA DE CATOR, JOSEPH DE CATUR, THOMAS DE CATUR, ANNA DE CATUR AND DAVID B. KIRKPATRICK**, executor of **WILLIAM W. WILLIAMSON**, deceased, therein and thereby commanding them, and each of them, on a certain day, and under a certain penalty therein to be inserted, to be and appear before your Honor in this honorable Court, then and there to answer all and singular the said premises, and to stand to, abide by, and perform such order and decree therein as to your Honor shall seem meet and shall be agreeable to equity and conscience. And your orator as in duty bound, will ever pray, &c.

 [signed] J.A. Bullock

 Solicitor and of counsel with complainant

In Chancery of New Jersey

Between William W. Manness, Compl’t

And

Mathias C. Dilts, et al., Def’t

On Bill &c.

**Proof of Inquiry for Residence**

 New Jersey, ss. John A. Bullock being duly sworn, on his oath saith – that he is the person actually entrusted with the management and conduct of this suit in the ?ait of the complainant in this suit; that he has in good faith and diligently made inquiry for the residence and post office address of **RACHEL CASE, SAMUEL CASE, ISAAC CASE, WILLIAM CASE, MARY HEBARD, SARAH HEATH, ANNA M. WYATT, LIDA C. WHITE** AND **ANNA DE CATUR**, nine defendants; that he is credibly informed, in such manner that he believes it to be true, that the said **RACHEL CASE, SAMUEL CASE, ISAAC CASE, WILLIAM CASE, and MARY HEBARD** reside at Tobyhanna, Pennsylvania, and their post office address is “Tobyhanna Mills, Monroe County Pennsylvania;” that the said **SARAH HEATH** resides at and her post office address is “Scranton, Pennsylvania;” that the said **LIDA C. WHITE** resides at, and her post office address is, “Jacksonville, Morgan County, Illinois;” that the said **ANNA M. WYATT** resides at, and her post office address is, “Nilwood, Macoupin County, Illinois;” that the said **ANNA DE CATUR** resides at Paxson’s Corner, Pennsylvania, and her post office address is “Aquetong, Bucks County, Pennsylvania;” and that this deponent did, on the Fifth day of March last past, place in the post office at Flemington, with the postage prepaid, nine letters, each containing a copy of the printed notice hereto annexed, severally directed as follows: “**RACHEL CASE**, Tobyhanna Mills, Monroe Co. Penna,” “**SAMUEL CASE**, Tobyhanna Mills, Monroe Co. Penna,” “**ISAAC CASE**, Tobyhanna Mills, Monroe Co. Penna,” “**WILLIAM CASE**, Tobyhanna Mills, Monroe Co. Penna,” “**MARY HEBARD**, Tobyhanna Mills, Monroe Co. Penna,” “**SARAH HEATH**, Scranton, Penna.;” “**LIDA C. WHITE**, Jacksonville, Morgan Co., Illinois;” “**ANNA M. WYATT**, Nilwood, Macoupin Co., Illinois;” “**ANNA DE CATUR**, Aquetong, Bucks Co., Penna.”

Sworn and subscribed before me, at Flemington the 19th day of April A.D. 1878} J.A. Bullock

J.L. Comm??

M.C.C. (Master of Chancery Court?)

Text of notice:

In Chancery of New Jersey,

To Rachel Case, Samuel Case, Isaac Case, William Case, Mary Hebard, Sarah Heath, Anna M. Wyatt, Lida C. White and Anna DeCatur.

By virtue of an order of the Court of Chancery of New Jersey, made on the day of the date hereof, in a cause wherein William W. Mannes is complainant, and you and others are defendants, you are required to appear and plead, demur or answer to the complainant’s bill, on or before the twenty-first day of April next, or the said bill will be taken as confessed against you.

 The said bill is filed to foreclose a mortgage given by William W. Williamson and wife and Mary Dilts, on lands in Raritan Township, Hunterdon County, New Jersey, dated March 24, 1838; and you are made defendants because as heirs-at-law of Sarah Mac Manners and John Dilts, deceased, you are the owners of undivided parts of said lands.

 J.A. Bullock

 Solicitor of Complainant,

 Flemington, N.J.

Dated Feb. 25, 1879 - $4.55