

**Transcription of  
Chancery Court Case  
John B. Innis v. Sarah Innis and John Summers  
Monmouth County, New Jersey  
1822**

For Reference Only  
transcription by J DeSimone and MA Schaefer, proofing assistance from JL McCarty  
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COURT OF CHANCERY, 1822-1828; John B. Innis vs Sarah Innis and John Summers, report of matters,  
[1822 Nov 9]; available at Monmouth County Historical Association, Freehold, NJ

**1** In Chancery  
John B Innes  
vs  
John Summers  
Report of Master Hankinson  
9 Nov 1822

**2** In Chancery of New Jersey  
John B Innis, Complainant  
vs  
Sarah Innes and John Summers, Defendants

In decretal order to

In pursuance of a decretal order<sup>1</sup> made in the above cause bearing date the fifth day of April last past by which among other things it was ordered adjudged and decreed that it be referred to the subscriber one of the masters of this Court to take a... count of the monies which the said Defendant **John Summers** hath received upon the bond given by **Nathan Hogeland** and **John Burd** to the Defendant **Sarah Innis** bearing date the seventh day of June in the year of our Lord one thousand eight hundred and fifteen and the interest which he has received on the same since it came into his hands and if he has not placed the same at interest but has retained it in his own hands for his own use he is to be charged with interest and that the said master in taking the said account do make to the said Defendant **John Summers** all just allowances for any advances which he has necessarily made to the said Defendant **Sarah Innis** devising her separation from the said Complainant agreeably to the terms of the said assignment and for the purpose therein expressed and that the said master do report on the said several matters with all convenient speed. And also of an order made in the term of July last referring it back to me to correct my report heretofore made and to conform the same to the directions in the before mentioned decretal order and also to make a statement or certificate of the evidence and exhibits produced before me and the items by me rejected? on the former hearing, and to make report to the Court with all **3** convenient speed.

Now therefore I the subscriber the said master do report that I have been attended by the parties complainant and Defendant and having heard their allegations and the proofs thereon, that it appears that the said Defendant **John Summers** on the twenty sixth day of December eighteen hundred and seventeen received upon the said bond given by the said **Nathan Hogeland** to the Defendant **Sarah Innis** bearing date the seventh day of June eighteen hundred and fifteen the principal sum of eight hundred and thirty two dollars and fifty seven cents and the sum of one hundred and fifty dollars and sixty eight cents of interest which accrued thereon from the seventh day of June eighteen hundred and fifteen to the twenty sixth day of December eighteen hundred and seventeen being two years six months and nineteen days making in the whole of principal and interest received by the said Defendant **John Summers** on the said bond the sum of nine hundred and eighty three dollars and twenty five cents. And I do further report that from my examination of the allegations of the parties and their proofs thereon I have ascertained that the said **Sarah Innis** the Defendant received of the said interest monies the sum of forty four dollars and fifty cents and that the said **John Summers** the Defendant furnished the said Defendant **Sarah Innis** during her separation from the complainant and agreeably to the terms

<sup>1</sup>Chancery practice. An order made by the court of chancery, upon a motion or petition, in the nature of a decree. 2 Dan. Ch. Pr. 637.

of **4** the said assignment, goods and various articles of household furniture which I deem to be advances necessarily made to her as aforesaid to the amount of one hundred and seventy eight dollars and fifty cents making in the whole for advances necessarily made to the Defendant **Sarah Innis** the sum of two hundred and twenty two dollars and seventy five cents which deducted from the sum of nine hundred and eighty three dollars and twenty five cents leaves a balance in the hands of the said Defendant John Summers upon the said bond of seven hundred and sixty dollars and fifty cents on the twenty sixth of December eighteen hundred and seventeen.

And I do further report that I have ascertained as aforesaid that the said Defendant **John Summers** did not place the said sum of seven hundred and sixty dollars and fifty cents at interest but retained the same in his own hands for his own use and I have therefore charged him with the sum of two hundred and sixty one dollars and sixty seven cents being the interest and thereon for four years and seven months that is from the twenty sixth day of December eighteen hundred and seventeen to the twenty sixth day of November eighteen hundred twenty two – making in the whole of Lusici fr..? and interest received by the Defendant **John Summers** on the said bond the sum of one thousand twenty two dollars and seventeen cents.

And I do further report that I have ascertained as aforesaid that the Defendant **John Summers** provided **5** for the Defendant **Sarah Innis** a room to live in during part of the time of her separation from the Complainant which on a reasonable rent was worth in the whole twenty dollars and also during the time aforesaid supplied her with the wool of six sheep which I ascertained to be worth six dollars and also with other necessaries to the amount of one hundred dollars making in the whole the amount of one hundred and twenty six dollars which I consider to be advances necessarily made by the Defendant **John Summers** to the Defendant **Sarah Innis** from the twenty sixth day of December eighteen hundred and seventeen to the date of this report during her separation from the Complainant agreeably to the terms of said assignment and for the purpose therein expressed which being deducted from the said sum of one thousand twenty two dollars and seventeen cents leaves a balance in the hands of the said Defendant **John Summers** upon the said bond of eight hundred and ninety six dollars and seventeen cents – which sum of eight hundred ninety six dollars and seventeen cents I report to be the balance of principal which the said Defendant **John Summers** has received on the said bond given by the said **Nathan Hogeland and John Bird** to the Defendant **Sarah Innis** as aforesaid and the interest which he ought to be charged with since it came into his hands **6** pursuant to the said decretal order – all which will now fully appear by schedule A here to annexed which I pray may be considered as part of this my report.

And I do further report that the Defendant **John Summers** claimed an allowance for a variety of items set forth in the Schedule B hereto annexed which I also pray may be made a part of this my report all which except such portions of item 5<sup>th</sup> as I considered just and reasonable from the proofs exhibited to me I rejected because I did not conceive that they were just claims for advances which the Defendant **John Summers** had necessarily made to the Defendant **Sarah Innis** during her separation from the Complainant agreeably to the terms of the said assignment for the purpose therein expressed. And I do hereby annex in Schedule C a certificate and statement of the evidence and exhibits produced before me. All which is respectfully submitted. Dated the ninth day of November in the year of our Lord eighteen hundred and twenty two. **Henry Hankinson, Master**

Schedule A referenced to in the report containing a statement of monies which the Defendant John Summers has received on the said bond of Nathan Hogeland and John Bird the interest due thereon and also the interest with which he ought to be charged and allowances for the advances necessarily made to the said Defendant Sarah Innis during her separation from the Complainant agreeably to the terms of the said assignment and for the purpose therein **7** expressed that is to say -

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Account of principal of the bond given by Hoagland and Bird to Sarah Innis bearing date 7 Jun 1815 from the amount supposed due from her father's estate was for \$865 but upon settlement of the estate it was found that she was only xxx xxx to the sum of \$832.57 which was the sum actually paid to John Summers (and compound interest on the same) which he recd from Hoagland and Bird but not charged in my xxxx

Right margin: \$832.57

Interest from the 7th of Jun 1815 to the 26 Dec 1817 the day when Sarah Innis assigned the same to John Summers the defendant, 2 years, 6 months, and 19 days

Right margin:

150.68

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983.25

From which sum deduct:

1st. Interest recd by the said Sarah Innis on the bond being part of the before mentioned sum of interest.

Right margin: 44.50

2nd Various articles of household furnitures furnished by John Summers on or about the 26 Dec 1817 to wit two beds and bedding  
all valued at: 14.25

....valued in the whole: 178.25

Right margin:

222.75 (this number seems to be sum of 178.25 + 44.5, so 14.25 was not included in the figuring?)

Leaving balance on the 26 Dec 1817 due on the said bond in the hands of John Summers: 760.50  
(983.25 - 222.75)

Interest on the above balance from the 26 Dec 1817 to 20 Nov 1822, 4 years and 11 months:  
201.67

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1022.17

From which deduct:

1st The wool of said sheep furnished by the said John Summers to the said Sarah Innis: 6.00  
The rent of a room found and provided by the defendant Summers to the defendant Innis from June 1819 to Jun 1821: 20.00 (?)  
And necessaries (ab?? of the time) found and provided as aforesaid such as grain, wood, fish, flour - there was no book provided containing any charge whatever against Sarah Innis the defendant and no particular quantity of provisions found by John Summers the defenant to Sarah Innis the defendant as I could ascertain from the testimony - I of course considered that from all the circumstances John Summers the defendant ought to receive:

Right margin:

100.00

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126.00

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\$896.17

**pg 9**

leaving a balance of 896.17 of principal and interest due on the said bond which the same John Summers has received and ought to be charged with - independent of the compound interest which the defendant John Summers received from Hoagland and Bird amounting to about \$16 which he the defendant John Summers is not charged with in my xxxx

Schedule B referred in this xxx (same xxx word above) containing the items claimed by the defendant John Summers as advances necessarily made to the defendant Sarah Innis during her separation from the complainant agreeably to the terms of the said assignment and for the purpose therein expressed all of which I rejected excepting such part of the 5th item as I considered proved and appeared to be just and reasonable.

The defendant John Summers claimed allowances for divers sums and expenses incurred by him in defending the suit in this case (to wit)

1. For David Summers a query therein: 220.00
2. For cash paid clerk in chancery: 1.50
3. For cash paid constable for serving subpoenas: 2.00
4. for cash paid postmaster for the postage of letters from Mr. Erving, his solicitor: 1.20
5. for 30 months board of Sarah Innis and her daughters at 8 dolls per month, the defendant did not prove that length of time nor did he prove any regular time of boarding here but I allowed for board and room at 1.20: 240.00
6. for expenses when taking testimony at Lomersons: 7.66
7. for fees paid 19 witnesses before master and examiner: 9.10

8. for fees paid Charles Ewing Esq. the solicitor: 30.00
9. for fees to be paid examiner: 43.40
10. for fees paid William C. Morris Esq. for attending examine in behalf of defendant as council: 33.00
11. for expenses paid at Melick tavern taking the examination of witnesses: 8.00
12. for going with a team 9 miles for Sarah Innis' goods: 1.50
13. for cash paid schoolmaster as guardian of George Summers children: 32.25

**starting page 10**

Schedule C referred to in this report containing the statement and certificate of the evidence and exhibits produced before me to support the before mentioned account to wit:

**Nathan Hoagland** witness produced on the part of the complainant affirmed and saith that he was one of the executors of **Amos Hoagland** decd and that this affirmant and John Bird gave a bond to Sarah Innis who was the daughter and one of the heirs of Amos Hoagland decd for the amount of \$865 bearing date the 7th June 1815 with interest this bond the witness considered would be the amount due Sarah Innis from her father Amos Hoagland's estate but when the estate came to be settled there was found to be only \$832.57 coming to Sarah Innis. The above bond was assigned by Sarah Innis who was then Sarah Summers widow of George Summers decd to John Summers the defendant and the witness about the middle of October settled the amount of the bond with John Summers the xxxx at \$832.57 with interest from the date except \$4.50 which witness previously paid to Sarah Innis one of the defendants - the interest was xxx for one year and added to the principal and then xxxx cast on the whole for three years four months and six days. Sarah Innis lived with the witness for six weeks in 1821 she came before harvest with her children and went away in August. In the fall she came without her children and stayed until John B. Innis came and took her away - the witness was at William Summers in the room Sarah Innis lived in she told him she kept house there -

Sarah Innis told witness that she lived one year in William Summers kitchen - Amos Hoagland died in 1814 George Summers died 1st October 1814 when the bond was given Amos Hoagland's estate was not settled but the bond was given Sarah Summers now Sarah Innis by Gues (?) on a settlement with the surrogate the girl's shares amounted to \$832.57 each - the master adds that it was xxx on all sides that John Summers the defendant recd the bond from Sarah Innis and also the amount from Nathan Hoagland as aforesaid with the interest due thereon -

I certify the foregoing to be nearly the substance of the evidence given by Nathan Hoagland in the presence of the parties or their council at the house of Joseph Barton xxxx - xxx in the township of Mansfield the 5th day of May 1822 before me

Henry Hankinson

**Hannah Lomeson** (I'm not sure I have this surname right) a witness produced on the part of the complt being sworn accordingly to her xxxx oath saith that in the month of July 1819 Mrs Innis began to keep house xxx xxxx at William Summers a few days before John B. Innis gave Sarah Innis the defendant 20 dollars. Mrs. Innis paid the husband of witness part of the money for grain as she wanted it she worked for witness occasionally during the time she kept house for which the witness paid her in necessaries to live on such as meat and eggs, hogs lard etc. The witness recollects that witness let her have four dollars

when she lived with the Summers Sarah Innis or daughter wove a piece of cloth for witness while she lived with the Summers' and the witness paid her xxx

cross examined

she does not know where she got goods to keep house with - the \$20 were paid if Mrs. Innis could get a house (?) at Ramsays to live in - could not get the house - she was at Sarah Innis' twice - the first time the room did not look so well - the second time better - she had a cow which Summers found her - loom stood upstairs

I certify the foregoing to be the substance of Hannah Lomerson's given in the presence of the parties to this suit or their council at the house of Thomas Lomerson in the twp of Oxford on the 4 day June 1822

Henry Hankinson

**Alexander Innis** a witness produced on the part of the complainant being duly sworn saith that he xxxx the two beds and bedding in the waggon at the time the defendant John Summers gave them to Mrs. Innis and says that the two beds and all the apperatus thereonto might have been worth fifty they were old and not well filled with feathers - witness advised them leave the corner cupboard as it was a shattered old thing and not worth (he thinks) more than six dollars

I certify the foregoing to be the substance of Alexander Innis' evidence given at the house of Thomas Summers

Henry Hankinson

**Alex (?)** while a witness produced on the part of the \_\_\_\_\_ being sworn according to law on his oath saith that Sarah Innis got grain of David Summers to the amount of \$10 xxxx for a debt due her from the witness for washing during the time she kept house at William Summers - the witness recollects that when she kept house she got flower and meat from John Summers Jr but cant xxx how often - he knows that the defendant John Summers frequently sent flour to Mrs. Innis by a black man and when Ann wove the xxx xxxx one quarter of veal - the witness thinks Ann was with Mrs. Innis for more than two months. Along in the fall and summer Mrs. Innis carried her own wood but the Esq. and family with the black man hauled her wood in the winter - she had necessaries to keep house which was found by Esq. Summers - she had a cow which ran among his cattle, but left when she went with Innis. After she returned from Trenton she xxx up some bed clothes - the goods she got from the old man she left in the house - the dozen chairs she also left - the cow and calf was a very good one - one of the children often sent her fish - saw her clean two xxxx - the wood was xxx off Esq. Summers land - the witness said Mrs. Innis gave a receipt for washing - David said he paid Mrs. Innis in grain and wood - never heard Mrs. Innis xxxx - at the time she kept house she got some work at Esq. Summerses- she had two girls hired to spin more than a week - made either 9 or 12 yards of dressing.

Certified by Henry Hankinson

**David Summers** witness produced on the part of the defendant being duly sworn according to law upon his oath saith that he was called upon by Sarah Summers now Sarah Innis the defendant to do some writing and appraise some property which she received from John Summers upon the article of agreement which was before her marriage with Innis and that the xxx to the annexed articles in the assignmen is just xxx the two xxx and bed heads and bedding are worth forty dollars, corner cupboard 11 dollars, the bureau 15, dining table 3?, stand 1, windsor chairs 5, tea kettle, two pots, set of cups and saucers, knives and forks 3 dols, 1 set large plates, 1 do small, 6 dishes 1-50, 2 iron pots one large one small 3.50, two cows 20 dollars....

amounting to \$178.25

The witness xxx saith that the defendants John Summers and Sarah Innis both spoke to him to attend to this suit, that he attended at Trenton 4 or 5 times on the business, attended the examiner on the taking of the evidences, subpoenaed the witnesses to attend except two or three, attended at every place where testimony was taken, paid clerk of chancery \$1.50 for subpoenas in travelling and attending to the business bore his own expenses and has to pay John P. Ribble witnesses fees and serving subpoena \$2.50 and has paid past master John Kinney Jr one dollar and twenty cents for letters on the business - and has also xxx and saw paid to Charles Ewing Esq. the defandants xxx the sum of \$30, the 8th item (?) which I rejected, and also the witness paid the 19 witnesses named in the 7th item.

I certify the foregoing to be the substance of David Summers evidence given in between the parties to this suit.

Henry Hankinson

**Jacob Summers** a witness for the defendant being duly sworn according to law upon his oath saith that Sarah Innis had the wool of 6 sheep on the 10th of July 1818, about 15 pounds and 40 cents & dollars - that Mrs. Innis lived with the defendant at the time the bond was assigned to him. Sarah Innis was married in 1818 April - about 4 months after she moved Innises before she moved she ??? cut ??? with the Summers family with her 5 children by George Summers-

She lived at William Summer's till 1819 in May 1819 she tried to get Ramsay's house. She kept house in June ?

John Summers found her a cow also pots and pans and bedding - no sum for rent fixed on - she had only one room, no garden, found her own wood and at times flour. Supposed she was there from Jun 1819 till June 1821 - had her two children with her - she sometimes went to David's and to other places - found her shoes cant tell how many pair. William lived in the other part of the house

on cross examination

the four months she lived with Esq. Summers she knitted and sewed and swept house and attended to the business of the house as one of the family - she worked as usual about the house. She had 5 children by George Summers, decd., eldest near a young woman. She had the defendants cow part of the time through the course of the summer and winter - he dont recollect whether she had a cow the first year or



not - she had the cow about one year - John Summers sold her to gain the room (??) she got some flour from him one pair of shoes charged to his father which she wore. The witness went 9 miles for a load of her goods but did not get them - charge \$1.50. The witness paid \$8 for expenses to xxxx for his father while taking testimony

I certify the foregoing to be the substance of Jacob Summers evidence given in this cause.

Henry Hankinson

**William Summers** being sworn on the part of the defendant saith that before Sarah Innis was married she gave witness a written order to go to Nathan Hoagland's and get money - that he went accordingly and received forty dollars - witness cant tell whether he paid the money to John Summers or Mrs. Innis [footnote mark here, on side of page:

The order was signed by herself and father xxx N. Hoagland - it was shortly before the marriage she got the xxxx - it was after she assigned the bond to John Summers the defendant - the witness thinks the articles appraised by David Summers at \$178.25 was not too much - during the time she lived in the room in his house she helped make a sheet for Plaintiff's wife - got meat for it - he recd no rent for the two years.

I certify the foregoing to be the substance of William Summers evidence given in this cause.

**William C. Morris Esq.** being sworn on the part of the defendant saith that he attended 3 days at xxxx and 3 days at xxx as counsel for John Summers the defendant for which he received a note from the defendant for \$33.00.

I certify the foregoing to be the substance of William C. Morris' evidence given in this cause.

**Ann Summers** being sworn on the part of the defendant saith Sarah Innis was with John Summers the defendant some time before she began to keep house and had her twin ?? children with her at the same time - she began to keep house the 5th of July 1819 - the things she kept house with was taken from her grandfather's - during the time she kept house her grandmother sent her some nice xxx to live on - after the death of her grandmother the children took necessaries to Sarah Innis - during the time Mrs. Innis kept house the witness never heard the defendant find fault with things being taken to Mrs. Innis while she kept house she made blankets for herself - she made 30 yards altogether xxxx and blankets she hired two girls to spin the wool for making the 30 yards above - the witness and her mother wove the xxxx and blankets - the loom and tackling belonged her grandfather - the loom was in a different room from the one occupied by Mrs. Innis during the time she was there - she wove 52 yards for uncle John Summers 30 for Mrs Innis and between 30 and 40 for her grandfather and 15 for Mrs. Lomeson and 17 for William Summers - it was in the fall of the year they commenced weaving - she thinks the first year Mrs. Innis kept house - the witness did the most part of the weaving and her mother fixed the pieces in the loom and wove also sometimes - Sally was there part of the time with her mother when witness was out - witness and Sally got? biggest part of xxxx (boarding?) from her grandfather - Mrs. Innis had a cow from John Summers for the use of her milk - the xxx with his cattle - the cow was left Mrs. Innis got grain of her grandfather rye wheat and buckwheat - her grandfather sent the team and hauled wood for Mrs Innis - Mrs. Innis got two pair of shoes from her grandfather - she got 2 lbs of sugar and 2 lbs of coffee

on her grandfathers account at Belvider for her mother. The witness took her tea and sugar several times from her grandfathers during the time she wove she saw her mother get things from her aunts - the blankets were taken to Thomas Sommers (my note - different spelling of surname) and left for the witness and Sally.

Cross examined

Mrs. Innis began to keep house she worked for Esq. Summers' family - Mrs. Innis did not take any of the goods away - she saw the goods at the house of William Summers they were left by Mrs. Innis - never took any of the goods away. The time Mrs. Innis went to live with Innis there was no old chairs moved - during the time Mrs. Summers was living Mrs. Innis worked for Mrs. Summers to the amount [insert here "of xxx"] she thinks the necessaries would come to that she got of her - while witness lived with Mrs. Innis she gave witness money to go to the store to buy things for her can't tell how much - the witness said Mrs. Innis said she got the money from Mr. Innis - Mr. Innis paid for the spinning done for her - Mrs. Innis washed for David Summers' wife and William's wife for which she received necessaries / or a living (?) - the witness gave her a little money of her own once in a while but not much - when she wove she and Sally boarded with her mother Mrs. Innis - Sally was the daughter of G. Summers decd granddaughter of Deft - her mother was scarce of the necessaries sometimes which was the reason she assisted her - she was without a xxxx for some time - she had no garden Innis bought her a bonnet - she knew her mother washed for Mrs. Summers after she wove -

I do hereby certify the foregoing is the evidence of Anne Summers taken in this suit before me.

The defendant offered in evidence Exhibit A Henry Melick's receipt for expenses to support item 11 - likewise Exhibit B to support the 6th item for expenses at Lomersons  
Exhibit C was offered in evidence for a transcript from Thomas Stewarts docket  
Exhibit D no 1 a transcript from Justice Ribbles docket  
Exhibit E no 2 a transcript from Justice Ribbles docket  
Exhibit F no 3 a transcript from Justice Ribbles docket offered by Comblair (?) and  
Exhibit G no 4 a transcript from Thomas Stewarts docket offered by the Court xxx

The master begs leave further to report that he rejected the 12th item in the account rendered by the defendant because the service was done by Jacob Summers who was of age and to whom Mrs. Innis by law would be responsible for the services to

And he also rejected the 13th item because it was for monies paid to Hiram M. Miller for schooling the children and heirs of George Summers deceased to whom the said John Summers is the guardian who is in the possession of the property of the said George Summers decd - and which money ought to be xxx xxx to their use - all which is humbly submitted

dated 9 November 1822  
Henry Hankinson master