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ORDER TO SHOW CAUSE WITH RESTRAINT.  
72-260

IN CHANCERY OF NEW JERSEY.

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Between

ISABEL DOBBIN NAAME,  
*Complainant,*

and

SOMERS L. DOUGHTY, *et*  
*al.,*

*Defendants.*

On Bill for Injunction.

On Petition, &c.

Order to Show Cause  
with Restraint.

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Upon reading and filing the petition, with copy  
of bill thereto; 20

It is on this first day of March, 1929, on motion of  
Cole & Cole, solicitors of complainant, ordered that  
the defendant, Somers L. Doughty, show cause be-  
fore the Chancellor at Chambers, Atlantic City, on  
Tuesday, the twelfth day of March, 1929, at the hour  
of ten o'clock in the forenoon, why an injunction  
should not issue, in accordance with the prayer of  
the bill.

It is further ordered that in the meanwhile said  
defendant be and he is restrained from assigning,  
transferring, hypothecating or in any wise disposing  
of the bond and mortgage passed to him in the sum  
of \$35,000, and referred to in said bill. 30

It is further ordered that a copy of said petition,  
bill, affidavit and this order to show cause, none of

which need be certified but may be marked as true copies by solicitors of complainant, be served upon said Doughty within three days from the date hereof.

E. R. WALKER,  
C.

Respectfully advised,  
10 R. H. INGERSOLL,  
V. C.

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PETITION.  
72-260

IN CHANCERY OF NEW JERSEY.

20

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Between		
ISABEL DOBBIN NAAME,	}	On Bill for Injunction. Petition.
<i>Complainant,</i>		
and		
SOMERS L. DOUGHTY, <i>et</i>		
<i>al.,</i>		
<i>Defendants.</i>		

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*To the Honorable, Edwin Robert Walker, Chancellor  
of the State of New Jersey:*

The petition of Isabel Dobbin Naame, respectfully shows that:

1. She has filed her bill for relief, entitled as above.

2. A copy of said bill is hereto and made a part hereof.

Petitioner prays for an order to show cause on the defendant, Somers L. Doughty, why an injunction should not issue, in accordance with the prayer of 10 the bill, and a restraint *ad interim*.

ISABEL DOBBIN NAAME,  
*Petitioner.*

COLE & COLE,  
*Solicitors for and*  
PAUL M. SALSBURG,  
*Of Counsel with Petitioner.*

20

STATE OF NEW JERSEY, }  
COUNTY OF ATLANTIC, } ss.

ISABEL DOBBIN NAAME, being first duly sworn according to law, upon her oath says:

I am the petitioner named and complainant named in the bill referred to in the petition.

The statements in the bill and petition are true. On or about the 31st day of December, 1926, Somers L. Doughty granted and conveyed to me the premises described in the bill, but the deed was not recorded until January 29, 1929. I caused to be ordered a search against the premises from the Chelsea Title & Guaranty Company, which company has furnished me with a search and said search exhibits the record condition as set forth in the bill. 30

ISABEL DOBBIN NAAME.

Sworn and subscribed to before me this 18 day  
of March, 1929.

MORRIS BLOOM,  
M. C. C. of N. J.

10

## COMPLAINT.

## IN CHANCERY OF NEW JERSEY.

*To the Honorable Edwin Robert Walker, Chancellor  
of the State of New Jersey:*

The complainant, Isabel Dobbin Naame (formerly  
Isabel Dobbin), of Atlantic City, New Jersey, re-  
spectfully shows that:

20

1. On December 31, 1926, Somers L. Doughty  
granted and conveyed to complainant certain prem-  
ises in Atlantic City, New Jersey, described as fol-  
lows:

30

BEGINNING at the Northwest corner of  
Drexel and Maryland Avenues, and extending  
thence (1) Westwardly along the Northerly line  
of Drexel Avenue, 100 feet; thence (2) North-  
wardly parallel with Maryland Avenue, 100 feet  
to 12½ feet alley; thence (3) Eastwardly along  
said 12½ feet alley, and parallel with Drexel  
Avenue, 100 feet to the Westerly line of Mary-  
land Avenue; thence (4) Southwardly in the  
Westerly line of Maryland Avenue 100 feet to  
the beginning.

Said deed was acknowledged on said date and recorded in the clerk's office of Atlantic County on January 29th, 1929.

2. On January 5, 1929, said Doughty granted and conveyed said premises to David H. Best, and said deed was recorded on the 7th day of said January, 1929, in the Atlantic County clerk's office. The consideration expressed in said deed is \$40,000. 10

Contemporaneously therewith, and by way of a purchase money mortgage to secure part of the consideration, said David H. Best granted and conveyed said premises to said Somers L. Doughty, the mortgage being in the sum of \$35,000 and said mortgage was recorded on said 7th day of January in said Atlantic County clerk's office.

3. Before and at the time of the grant to said Best, Doughty knew that complainant was the owner of the premises and had a deed therefor. 20

4. The deed from Doughty to Best was not a bona fide transaction; Best paid no consideration to Doughty therefor, and said Best and said Doughty arranged for said conveyance and said mortgage in an attempt to defeat the rights of complainant under her said deed. The said Best holds title to said premises as trustee for the sole use and benefit of said Doughty. 30

5. Said deed and said mortgage, being recorded prior to complainant's deed, create a cloud upon her title, and the mortgage to said Doughty may be transferred and assigned by him to an innocent pur-

chaser for value, without knowledge of complainant's interest because of the belated recording of her deed.

Complainant is without adequate remedy in the courts of law, and therefore prays:

10 (1) That Somers L. Doughty and David H. Best, who are the defendants to this suit, may answer this bill of complaint, and each statement therein made.

(2) That it be decreed that the deed from Doughty to Best conveyed no interest; that the mortgage from Best to Doughty is not a lien upon the premises; that complainant is the unqualified owner of the premises by virtue of the deed to her; that the mortgage from Best to Doughty be cancelled of record; and that he be enjoined from signing or transferring said mortgage; and that neither the said Doughty nor the said Best have any interest whatever in and to the premises described; and that complainant may have such other and further relief as the circumstances of the case may render appropriate, just and equitable.

20

(3) That a writ of subpoena may issue, commanding said defendants to answer this bill of complaint and to abide by such decree as this Court may make in the premises.

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COLE & COLE,  
PAUL M. SALSBURG,  
*Solicitors and of Counsel  
with Complainant.*

RESTRAINT.

IN CHANCERY OF NEW JERSEY.

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Between ISABEL DOBBIN NAAME, <i>Complainant,</i> and SOMERS L. DOUGHTY, <i>et</i> <i>al.,</i> <i>Defendants.</i>	}	On Bill for Injunction.
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These conclusions are not to be published in the official or unofficial reports.

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MESSRS. COLE & COLE and MR. PAUL M. SALSBURG,  
for the complainant.  
MR. JOHN C. REED and MR. EMERSON RICHARDS, for  
the defendants.

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INGERSOLL, V. C.:

The restraint will be continued until the final hearing of this cause.

## ANSWER.

D-72-260.

## IN CHANCERY OF NEW JERSEY.

10

Between

ISABEL DOBBIN NAAME,

*Complainant,*

and

SOMERS L. DOUGHTY, *et**al.,**Defendants.*On Bill, &c.  
Answer.

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The answer of Somers L. Doughty, residing in Atlantic City, New Jersey, one of the defendants named in the bill of complaint, to the said bill, says that:

1. He denies that he granted and conveyed to complainant the premises described in paragraph 1, as alleged in said paragraph. He admits that he signed and acknowledged the instrument referred to and that the same was recorded as alleged, but he denies that said instrument was ever delivered to the complainant or was ever lawfully in her custody or possession or that the same was recorded with the knowledge or assent of defendant, who believed said instrument to have been from the date of the sign-

30

ing thereof and to continue and be in his own custody until at or about the time of the filing of said bill of complaint, and he avers that said instrument was removed from his home and from the place wherein he had deposited the same for safe keeping, and from his custody and placed of record without his consent or knowledge and contrary to his intention with respect thereto. 10

2. Defendant admits the facts alleged in paragraph 2.

3. Paragraph 3 is denied. Complainant was not the owner of the premises and had no deed therefor.

4. Each and every allegation of fact contained in paragraph 4 is denied. This defendant was the 20 owner of said land absolutely and in fee simple and defendant, David H. Best, purchased the same from this defendant at the price of \$40,000.00, which was an adequate price for the same, and was paid and satisfied \$5,000.00 in cash and the execution and delivery by said defendant, Best, to this defendant of a bond and a purchase money mortgage describing said land to secure \$35,000.00, the balance of the purchase money, which cash and bond and mortgage were delivered coincident with the delivery 30 of the deed of conveyance to said Best. Said conveyance was and is in good faith for a valuable and adequate consideration and without notice or knowledge on the part of the defendant, Best, or this defendant, of any claim asserted or latent on the part of complainant of ownership or interest in said land.

Defendant denies that said conveyance was arranged to defeat the rights of complainant and avers that she had no rights in said land, nor so far as this defendant knew, ever claimed any rights therein.

5. Paragraph 5 is denied.

10

JOHN C. REED,  
*Solicitor of Defendant,*  
*Somers L. Doughty.*

20

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TESTIMONY.

IN CHANCERY OF NEW JERSEY.

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Between

ISABEL DOBBIN NAAME, <i>Complainant,</i> and SOMERS L. DOUGHTY, and DAVID H. BEST, <i>Defendants.</i>	}	On Bill, &c. Final Hearing.
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Atlantic City, N. J., October 10, 1929.

TESTIMONY

Before HON. ROBERT H. INGERSOLL, Vice-Chancellor.

30

APPEARANCES:

For the complainant, MESSRS. COLE & COLE, PAUL  
 M. SALSBERG, ESQ.

For the defendants, JOHN C. REED, ESQ., EMERSON  
 L. RICHARDS, ESQ.

SAMUEL H. HEADLEY, SWORN.

Direct examination.

By Mr. Cole:

10 Q. Mr. Headley, do you know the property in Atlantic City at the northwest corner of Drexel and Maryland Avenues, being about a hundred by seventy-five feet or thereabouts?

A. Yes, sir.

Q. Were you ever in the possession of that property?

A. I was.

Q. During what period?

A. I think it began in March, 1927, I am not so  
20 sure, but I think that is it, March, 1927.

Q. Until when?

A. Until sometime during the year of 1929, the early part of the year 1929, in fact, I vacated the premises the first of October, 1928.

Q. By virtue of what did you take possession of that property?

A. The building that was, I had increased the size of it, rebuilt it, made a gasoline station out of it.

Q. Yes, but I mean did you enter into possession  
30 under some instrument in writing?

A. Yes.

Q. A lease?

A. Yes.

Q. By whom was the lease executed?

A. It was——

Q. Between whom was the lease?

A. Do you mean the bargain or the lease?

Q. No, the lease, the writing itself?

A. The lease was between Miss Dobbins and myself.

Q. Now, do you have your copy of that lease?

A. I have not.

Q. What became of it?

A. I returned it through the mail to the address 10  
12 South Indiana addressed to Somers L. Doughty.

Q. Under what date?

A. Under date of March the eleventh, 1929.

Q. How did you come to do that?

A. The property was, or the lease, as far as I was concerned, was a losing proposition. I met Mr. Doughty and asked him to relieve me of the condition and he agreed to it.

Q. And was that the reason you returned the lease to him? 20

A. Yes, sir.

Mr. Cole: I call on the other side to produce the lease.

Mr. Reed: I haven't got it.

Mr. Cole: Mr. Doughty?

Mr. Doughty: I haven't it, Judge. 30

Mr. Cole: And you have no copy?

Mr. Doughty: No, I haven't; I don't know where it is.

Q. With whom did you negotiate for the renting?

A. Mr. Doughty.

Q. Did you have any negotiations whatever with the then Miss Dobbin, now Mrs. Naame?

A. I did not.

Q. To whom were the payments made while they were being made?

10 A. They were made, the lease was drawn when I received the lease, the lease was drawn in the name of Isabel Dobbin, naturally I drew the checks as the lease called for to Isabel Dobbin.

Q. Have you the checks there?

A. I have some of them. I don't think they are all here.

Q. Will you produce those that you have?

A. This is the first check that was drawn.

Q. All these checks that are here was for rent?

20 A. Yes, sir; they are on account of rent, yes.

Mr. Cole: I produce check March 1st, 1927, Samuel H. Headley to Isabel Dobbin, \$100.

(Offered, received in evidence and marked Exhibit C1.)

One of August third, 1927, for \$100.

30 (Check received in evidence and marked Exhibit C2.)

One of September 12, 1927, for \$100.

(Check received in evidence and marked Exhibit C3.)

One of December 1, 1927, for \$100.

(Check received in evidence and marked Exhibit C4.)

One of July 20, 1928, for \$500.

(Check received in evidence and marked Exhibit 10 C5.)

Q. In returning the lease through the mail to Mr. Doughty did you send a letter?

A. Yes.

Q. Have you a copy of it?

A. Yes.

Q. Did the letter ever come back undelivered?

A. No.

Q. Will you produce the letter, original of a letter 20 of March the 11th, 1929, from Mr. Headley to Mr. Doughty?

Mr. Reed: I haven't got it. Have you got it Somers?

Mr. Doughty: I think I have. I am not sure.

Mr. Cole: All I want to do is offer the copy.

30

Mr. Reed: Go ahead.

Mr. Cole: I offer copy of the letter dated March 11, 1929, which reads: "Mr. Somers L. Doughty, 12 Indiana Avenue, Atlantic City, N. J. Dear Mr. Doughty: As per our recent conversation I am

herewith surrendering the lease on property at Drexel and Maryland Avenues, this city. Very truly yours," signed, I suppose, "Samuel H. Headley."

(Letter received and marked Exhibit C6.)

Q. Do you recall and, if so, will you state for how  
10 long a period that lease was made?

A. The lease was drawn, I think, on a yearly basis, with an option for a three-year period, if I remember correctly.

Q. What was the rent?

A. The rent the first year was a hundred dollars a month, after that it was a trifle higher, maybe a hundred dollars a year increase, if I remember right. I don't know just exactly what it was.

Q. Did you have any direction from Mr. Doughty  
20 to pay the rent to Miss Dobbin?

A. No.

Q. Did you ever have any demand upon you to pay the rent to him while you were paying it to Miss Dobbin by these checks?

A. No.

Q. What improvement did you put upon the property during your possession?

A. I enlarged the building and ran it back, I think, twelve feet, ten or twelve feet, and did considerable  
30 cement work there in the driveways and approaches and repaired all the plumbing which had been frozen and bursted, some in the old building, even the toilet was bursted when I took possession of it.

Q. What was the character of the building that was there when you leased it?

A. The character of the building was—had been

used for a service station, but it was only about, the room or office room was only about eight feet deep, no space in it for supplies and I built an addition on the back.

Q. Were there pumps there at the time you took possession?

A. There were not.

Q. Did you install them?

10

A. I installed the pumps.

Q. Were they left there when you left or taken away?

A. Now, let me correct that, there was some pumps there, the Sinclair pumps was there, I think, but we didn't use, nor never have used, Sinclair gas, and we installed the Gulf pumps.

Q. Now, when you left were the pumps left there or taken away?

A. The pumps are still there, which, of course, 20 the pumps are not my property, Judge.

Q. Those checks were all cashed, of course, went through your bank account?

A. Yes.

Cross-examination.

By Mr. Richards:

Q. The pumps belong to the gas company?

30

A. Yes.

Q. Installed under some leasing arrangement with you?

A. Yes, sir.

Q. Now, Mr. Headley, when you first desired to rent this property, did you know who owned it?

A. I did or thought I did.

Q. Who did you think owned it?

A. Mr. Doughty.

Q. Did you approach Mr. Doughty about renting it?

A. I did.

Q. Now, what conversation did you have with him  
10 about renting it?

A. I don't believe I could recall for a work but I asked him if the place was for rent and if it was what kind of terms we could make on it and we agreed on the amount of rent.

Q. Did you have any negotiations at all with anyone else concerning the renting of the property except Mr. Doughty?

A. No.

Q. Did Mr. Doughty tell you that the property  
20 wasn't his?

A. No.

Q. Did he do or say anything that indicated to you that he didn't own the property?

A. He did not.

Mr. Cole: That is objected to as being not cross-examination and being irrelevant.

The Court: I will permit it. The testimony was  
30 that he negotiated with Mr. Doughty, on direct examination, cross-examination concerning negotiations.

Q. Now, after this talk you had with Mr. Doughty, did you come to terms with him?

A. Yes, sir.

Q. At this very time or was there some negotiations?

A. I don't think that the negotiation spread over any length of time, any period of time; I don't remember that.

Q. Did he tell you that he would send you a lease?

A. Yes.

Q. Now, do you recall from whom you got the 10 lease?

A. I think Mr. Doughty delivered the lease.

Q. Was it a typewritten lease or was it a partially printed form lease?

A. It was a form lease with the blank spaces filled in on a typewriting machine.

Q. Was there anything to indicate on the lease that it had come from C. J. Adams and Company's office?

A. It was a C. J. Adams Company lease. 20

Q. It was?

A. Yes.

Q. Now, are you sure that you got the lease direct from Doughty or that the C. J. Adams Company mailed you the lease?

A. I am not sure whether it came in the mail or whether it was delivered to the office by someone. I am not sure of that.

Q. How do you know that it was a C. J. Adams Company lease? 30

A. The C. J. Adams Company's name, if I remember correctly, there was some real estate concern's name on the lease, and I am pretty sure it was C. J. Adams.

Q. That was printed on the back of the lease?

A. On the lease, yes.

Q. But you couldn't say whether or not you got the lease through the mail from the C. J. Adams Company or whether you got it directly from Mr. Doughty, can you?

A. I could not.

Q. Now, when you got the lease you read it?

A. Yes.

10 Q. And discovered that the name of the lessor was Isabel Dobbin?

A. Yes, sir.

Q. That is the first you knew?

A. First I knew there was anybody by that name in the city.

Q. Did you inquire to find out who this party was?

A. I did not.

Q. Did you inquire from Mr. Doughty about it?

A. I did not.

20 Q. Did you see Mr. Doughty after that?

A. I seen him occasionally, yes, but not in reference to the property. I would meet him, always have for many years.

Q. He is around town practically all the time, isn't he? I say he is around town and you meet him quite frequently?

A. Yes, quite frequently.

Q. You are in the contracting business, aren't you?

30 A. Yes, sir.

Q. Rather than gasoline station business?

A. Yes, sir.

Q. And you are out on the street a great deal, aren't you?

A. A great deal.

Q. And you came in contact during the time that

this lease was in existence, with Mr. Doughty occasionally?

A. Yes, sir.

Q. Now, why was it you didn't ask him how it came that Isabel Dobbin's name was in this lease?

Mr. Cole: Objected to as not being cross-examination, and irrelevant. 10

The Court: How is that admissible, Senator?

Mr. Richards: If your Honor please, the case, of course, is going in somewhat backwards and, as you have observed once before, it makes it very difficult to attach the relevancy for such testimony but we propose to show that Doughty did not ever part with the title to this property, that he never delivered to the complainant here the deed of gift which he had contemplated delivering to the complainant here and I think that his acts in dealing with the property are admissible. It must be on that theory that Mr. Headley testified in chief, because, if that wasn't the theory, why then his testimony was, of course, clearly irrelevant. 20

The Court: Yes, but how does the present question, how is that relevant in that position of the case? You asked Mr. Headley what his mental condition was. I am compelled to hear the testimony and find out what the facts were. 30

Mr. Richards: Not asking for his mental reaction to it, I am asking—

(Question repeated.)

The Court: You are asking his mental condition at that time, why he didn't do something.

Mr. Richards: I want to find out whether or not, by talking to Doughty, he found out why?

10

The Court: I will permit you to show that, at the present stage, but not this witness' mental condition at that time. If he had any conversation with Doughty, I will admit that.

Q. During any of these conversations, did you inquire from Doughty why this lease was in someone else's name?

20 A. I did not. I wasn't interested in the ownership. I was interested mainly in paying the money where the lease was placed. That is why these checks were drawn according to the lease.

Q. Now, you drew the check according to the lease, but to whom did you send the check?

A. The check was always addressed to the address of Doughty's residence.

Q. To whom did you address it?

30 A. I am not so sure. That was up to, probably Mr. Shinn addressed those envelopes on the machine, whether they were sent to Isabel Dobbin or sent to Somers Doughty at that address, I don't know. I have no way of finding out.

Q. Referring to the check of July, 1928, C5, I show you a letter on the stationery of the Headley Service Station and ask you if you sent that letter?

A. I did. It was dictated by me and signed by Roy Shinn.

Q. Who is Roy?

A. Roy is the man who handled this account.

Q. Roy Shinn?

A. At that time, yes.

Q. But the letter was dictated by you?

A. The letter was dictated by me and was sent to 10  
Somers L. Doughty, addressed to him.

Q. July 28, 1928, Mr. Somers L. Doughty, Atlantic  
City, N. J.—

Mr. Cole: I object. I think the letter is not permissible. It is not cross-examination. We object.

The Court: It may be marked for identification at this time.

20

(Letter marked D1 for identification.)

The Court: I understand that letter was the letter in which one of the checks offered in evidence was enclosed?

Mr. Richards: Yes, I think it is admissible.

The Court: No, under the rules it can only be admitted—

30

Mr. Cole: I am not captious about the time that this letter is introduced, but what I am thinking is that what Mr. Headley may have thought, what he may have said in some letter to Mr. Doughty can't bind us. This lease is proved as the lease between

Miss Dobbin and Mr. Headley, presumably prepared under the direction of Mr. Doughty and sent to Headley from Adams Company. Now, I say what Mr. Headley may have said can't possibly affect us.

The Court: Complainants produce a check drawn to the order of Miss Dobbin for rent. The letter  
10 now being offered is a letter enclosing one of those exhibits. Objection not being made to the timeliness of the offer, I will admit it and it may be marked.

(Letter admitted and marked Exhibit D1.)

Mr. Richards: "July 29, 1929.

Mr. Somers L. Doughty, Atlantic City, N. J.

Dear Mr. Doughty:

20 Enclosed herewith find my check in the sum of \$500 which you will please credit to my rental account for Maryland and Adriatic Avenues.

Yours very truly,

SHH-RES

Samuel H. Headley.

Encls. 1."

The Court: After hearing that letter, is there any connection between that letter and the case before the Court? The land in question is Drexel and  
30 Maryland.

Mr. Richards: Let's find that out.

Q. Did this letter refer to the rental of the property that we are discussing here today?

A. Adriatic Avenue is on the other side of it. Ad-

riatic is one side, Drexel is the other and Maryland is the other, three faces.

Q. You haven't yet answered my question directly; you have explained it, but does this letter refer to the property in question here?

A. It does.

Q. Why was it, Mr. Headley, that you sent that letter and that check to Mr. Doughty and not to Miss Dobbin?

Mr. Cole: Objected to, not being cross-examination, being irrelevant.

The Court: I will permit it.

A. I am inclined to believe that all of the checks was addressed to Somers Doughty that went through the mail but this one of the—— 20

Mr. Cole: You don't mean the checks?

A. I do mean the checks, not drawn to Mr. Doughty but I think they were mailed to Mr. Doughty at that address.

Q. Did you ever see Isabel Dobbin?

A. No, not until probably a year after the lease was drawn, somewhere I met Miss Dobbin.

Q. When and where did you see her? 30

A. I seen her one day that I was at Mr. Doughty's place.

Q. You mean his residence?

A. Yes.

Q. On Indiana Avenue?

A. On Indiana Avenue.

Q. Were you introduced to her?

A. I was.

Q. By whom?

A. By Mr. Doughty.

Q. Did you then find out who she was?

A. No, I did not.

Q. You didn't?

10 A. No.

Q. You didn't even know then that she was his stepdaughter?

A. And I don't now only from what I have heard. I hear that she is his stepdaughter but he didn't introduce her as his stepdaughter.

Q. How did he introduce her?

A. As Miss Dobbin.

Q. You never tendered any of this rent to her?

A. No.

20 Q. How long did you have the service station there?

A. The service station was opened some time in April, March or April, or at the Easter season, 1927, and continued on until about November of 1927 when it was closed and then during 1928 I think it was opened probably three or four months in the summer time from Easter on until October or November.

30 Q. And that was both years' rent pursuant to this lease?

A. Yes.

Q. Now, at the end of the second summer did you see Mr. Doughty about the lease?

A. Sometime during the winter we were talking it over.

Q. Of 1928?

A. Of 1928.

Q. What did you say to him?

Mr. Cole: Objected to as not cross-examination and irrelevant after the lease was made.

A. After the lease was made.

Mr. Richards: You just brought it out, Judge, asked him if the lease was surrendered, said it was and produced a letter about it.

10

The Court: I will admit it on that ground.

(Question repeated.)

A. I told him that the place wasn't a paying place and we talked over the situation and I asked to be relieved of it and he agreed with me and said it was all right, to send back the lease, which the lease went back.

20

Q. At that time did you owe any rent?

A. There was some, I imagine that there was some back rent.

Q. Was that paid?

A. I don't know how much.

Q. Was that paid or was that part of the bargain?

A. I think our conversation was that we would quit. I had made a great deal of improvements on the property and that we would quit as it was and surrender the lease.

30

Q. Did Mr. Doughty at that time inform you that he had deeded this property to Miss Dobbin?

A. No.

Q. Did you inquire about that?

A. I did not.

Q. You sent the lease back?

A. Yes.

Q. Have you ever paid any rent since?

A. No.

Q. Has any rent ever been demanded of you  
10 since?

A. No.

Q. Has Miss Dobbin ever demanded any rent of  
you?

A. Miss Dobbin at one time asked me, I think she got out of the car, was getting in the car at North Carolina Avenue and asked me if I would pay some more rent and I said "Mr. Doughty and I, I have agreed with Mr. Doughty to surrender the lease."

20 Q. What did she say to that?

A. She smiled I think and went on and got in the car. I don't think there was any answer to it.

Q. She never made any demand on you for the rent?

A. Unless that was the demand.

Q. Can you remember, Mr. Headley, exactly what she said?

A. I don't, not the exact words.

30 Q. The general purport of it was whether you were going to pay any more rent—

Mr. Cole: I object.

The Court: Sustain the objection.

Q. Will you tell us again exactly what you can remember of the conversation?

Mr. Cole: I object; that he has asked twice.

Mr. Richards: It is cross-examination and I have a right to ask a dozen times.

10

The Court: I will permit it.

(Question repeated.)

A. As I can remember it she asked me when she met—

Mr. Cole: Please your Honor, it is not cross-examination to start with, but I withdraw the objection.

20

The Court: I will permit it.

A. As I can remember, she just asked me in what way—I don't know just how to frame it, but my thought is that she asked me when I was going to pay some more rent.

Q. When was that conversation?

A. I don't know whether that was in—what month it was in, whether it was back of the, after March, 30 1928, or before, I don't know, but along in the early spring or late winter, I think; I don't remember just when.

Q. Of 1928 or 1929?

A. I don't think it was in 1929; it might have been 1929.

Q. Well, it was after you had surrendered the lease?

A. After I had had the conversation with Mr. Doughty and spoke about returning the lease.

Q. And you surrendered the lease on or about March 11, 1929?

A. 1929? This must have been 1929.

10 Q. And it was sometime or shortly after the surrender of the lease?

A. Well, our conversation that brought on the surrender of this lease was not when the lease was surrendered, it was sometime before that and the lease wasn't surrendered immediately after our conversation even. We had talked about it on the street and after awhile I, some time elapsed between the conversation and the time I surrendered this lease; I don't know just how long that was but it was some

20 time after the first of the year, 1929.

Q. Might it have been between the first and the twentieth of January, 1929?

A. It might have been sometime in January or February, late January or February; it was along in there sometime; I don't just recall the exact date.

Q. At any rate it was considerably prior to the time you sent the lease back?

A. Yes.

30 Q. At the time that you sent the lease back had you been informed that Miss Dobbin claimed to be the owner of this land?

A. No, sir.

Q. At the time she asked you about the rent did she inform you that she claimed to be the owner of the land?

A. She did not.

By Mr. Cole:

Q. Was there rent due from you under this lease at the time Miss Dobbin asked you to pay some rent?

A. From my understanding with Mr. Doughty it wasn't.

Q. But independent of that understanding, was there rent due? 10

A. Oh, the rent wasn't paid up as the lease calls for, no.

Q. Now, Mr. Headley, would you mind answer my direct questions; was there rent due under the terms of the lease at the time Miss Dobbin asked you to pay?

A. Yes.

Q. Independent of the question——

A. Yes.

Q. Of course, you assumed there wasn't any due because Mr. Doughty had released you? 20

A. Yes.

Q. How much time do you think intervened between the time you say that this agreement was made with Mr. Doughty and the time you returned the lease?

A. It might have been a month, Judge, I don't know.

Q. Now, you spoke of having received these leases through the mail and that your recollection is that the name of C. J. Adams Company was printed on the back; do you recall whether the envelope in which the leases came had Adams Company's name on it? 30

A. I doubt very much if we looked at the envelope.

Q. When the leases came to you were they signed by Miss Dobbin?

A. Yes.

Q. Had her name on?

A. Yes.

Q. And then you signed, I suppose?

A. Yes.

10 Q. And what did you do with the leases after that?

A. Sent them to Somers Doughty, Indiana Avenue.

Q. Both or one?

A. One.

Q. You kept the other?

A. Yes.

Q. How long was it after your talk with Mr. Doughty touching the letting that you received the leases?

20 A. Not very long.

Q. A matter of a week you think?

A. I wouldn't say but I don't think it was over a week.

Q. Had Mr. Doughty, before you actually returned the lease in the letter of March the eleventh, 1929, told you of a proceeding brought by Miss Dobbin, or now Mrs. Naame, against him and Mr. Best concerning this property?

A. No, sir.

30 Q. Did he make any reference to any litigation concerning this property?

A. No, sir.

Q. You think it was about a week before you mailed the lease that you had made this agreement with Mr. Doughty?

Mr. Richards: He didn't say that.

The Court: It was a week between the time he made the agreement for the lease and the receipt of the lease, but he said it may have been a month, as I recall, between the time.

Q. What do you presently think as to the time between your talk with Mr. Doughty concerning the surrender and the sending of the lease? 10

A. It might have been a month; my recollection is that it was a few weeks before I returned the lease.

Q. Why did you delay sending the lease?

A. That is no unusual delay.

Mr. Richards: Not for a contractor?

A. Nor a lawyer either.

20

Mr. Cole: I am examining the witness.

Mr. Richards: Seem to be cross-examining.

Mr. Cole: I object, please your Honor.

The Court: Sustain the objection.

Mr. Cole: I object to the statement of counsel while I am examining the witness. 30

The Court: Yes, let it be stricken.

(Question repeated.)

Q. Had Mr. Doughty either written you or talked with you or got word to you in any way to return the lease after your agreement?

A. No.

Mr. Cole: I will hand this copy back to him unless you want it? It is read into the record. Do you  
10 care to have these checks kept here? If not, I will turn the checks over to him.

The Court: Let them be returned.

Mr. Cole: I offer in evidence deed of December 31, 1926, between Somers L. Doughty, grantor, and Isabel Dobbin, grantee, for the premises in question.

Mr. Richards: I object to it on the ground that  
20 is not proper proof of the deed. We have a right to the proof in the formal way by the attestation of the witness.

The Court: Acknowledgment in due form?

Mr. Richards: I think it is very important in this cause, your Honor please, because want to examine the man who made the acknowledgment.

30 The Court: I will give you the opportunity to call the witness, if you desire, but it is an acknowledged instrument and I will admit it.

(Deed admitted and marked Exhibit C7.)

SOMERS L. DOUGHTY, SWORN.

Direct examination.

By Mr. Cole:

Q. You are one of the defendants in this case, are you? 10

A. I am, yes, sir.

Q. Do you remember being served with a copy of the bill for injunction in this case and the rule to show cause?

Mr. Richards: I object, if your Honor please. I don't see what relevancy that has to this case.

The Court: I don't know what it is, of course. 20

Mr. Cole: Your Honor want me to state the relevancy?

The Court: Yes.

Mr. Richards: I would like to know, at least.

Mr. Cole: I want to show by him that he was served and I want to see whether he verifies the date of service as shown by the affidavit of the service. 30

The Court: What relevancy does that have at the present time?

Mr. Cole: I hadn't concluded. Then I want to argue the relation between the date of that service and the date of the sending of the lease by Mr. Headley to him, which was after these papers were served on him; he has said he cannot produce the lease and there will be an argument why the surrender upon the heels of the service and why the inability to produce the lease.

Mr. Richards: Now, if your Honor please, certainly the inability to produce the lease is up to him. We say we haven't got it. Now, he can't do that in any such way as this. In the first place what he is probably indirectly trying to do is to prove some disobedience of the Court's order.

Mr. Cole: No such purpose. I deny any such purpose as that.

The Court: I will permit the question.

(Question repeated.)

A. I do.

Q. Mr. Apple make the service?

A. Apple, yes, sir.

Q. Was it on the first day of March?

30 A. I don't remember the date.

Q. Have you no idea?

A. No, sir.

Q. Was it before you received the lease back from Mr. Headley?

A. I don't remember.

Q. Have you the lease?

A. No, sir.

Q. Did you receive it from Mr. Headley?

A. Yes, sir.

Q. What did you do with it?

A. I don't remember, Judge.

Q. What?

A. I don't remember.

Q. Have you hunted for it?

10

A. I have.

Q. Where did you hunt?

A. In my house.

Q. Well, where would you have put that paper?

A. Very likely that I burned it or tore it up. I very seldom keep any old leases, never no good to me.

Q. How did it happen that you preserved the letter that you received from Mr. Headley enclosing the check?

20

A. I don't know. That was amongst some other papers that I had, I was looking over the other day and happened to find it.

Q. Burn up both copies of the lease?

A. Did I have both copies?

Q. Did you burn up both copies of the lease?

A. I only had one copy.

Q. Didn't you have the copy that Miss Dobbin was supposed to have?

A. No, sir.

30

Q. She have that?

A. Yes, sir.

Q. Did the settlement between you and Mr. Best for this property go through a title company?

A. It was settled, we made our settlement in the West Jersey?

Q. You mean the Chelsea?

A. No, South Jersey Title Company.

Q. Did you get a settlement sheet?

A. No, sir.

Q. Do you mean that it went through the title company by way of insurance of the title or just simply did you business there?

10 A. If I remember right, Mr. Best had a search made and I think Mr. Reed drew the deed, if I remember right, or mortgage.

Q. But, so far as you know, was the title insured?

A. No.

Q. Mr. Reed, your attorney, drew the deed from you to Mr. Best and he drew back the bond and mortgage, didn't he?

A. I believe so, yes, sir.

20 Q. What date was that?

A. If I remember about January the fourth or fifth, 1929.

Q. Who were present at the settlement?

A. I don't remember. Mr. Best was there was one.

Q. Was there any adjustments made of taxes?

A. Yes, sir.

Q. Have you any statement that was made up at the time?

30 A. I have not, no, sir.

Q. Was there a statement made up?

A. I believe there was.

Q. Who made it?

A. I think Mr. Reed or Mr. Showell, I don't remember which.

Mr. Cole: Mr. Reed, you have a statement?

Mr. Reed: I didn't make it. I wasn't there.

Q. You say who else may have made it?

A. Mr. Showell.

Q. Showell?

A. Yes.

Q. Do you remember how much money you received on the settlement? 10

A. Five hundred dollars.

Q. What?

A. Five thousand dollars.

Q. Even?

A. Even.

Q. What became of the matter of the taxes, how was that adjusted?

A. I told Mr. Best that I would pay the taxes. 20

Q. You would pay the taxes?

A. Yes, sir.

Q. In other words, you made a gift to him of the taxes?

A. Yes, sir.

Q. Sure about that?

A. Yes, sir.

Q. Well, did you pay the taxes?

A. I don't remember.

Q. But you promised to pay them? 30

A. I promised to pay them, yes.

Q. Have you got the tax receipts?

A. Not here.

Q. Have you anywhere?

A. I think I have.

Q. Were you asked to produce them?

A. No, sir.

Q. Did your attorney, Mr. Reed, show you a copy of a notice to produce papers?

A. Yes, sir.

Q. When did he show it to you?

A. He mailed it to me.

Q. He mailed it to you?

10 A. On Monday last.

Q. Did you read it?

A. Yes, sir.

Q. Did you think it didn't call for the production of your tax receipts?

A. No, sir; but I looked around for the tax bills of my taxes and I just couldn't locate them.

Q. You can't find the tax receipts?

A. No.

Q. Can't find any tax receipts?

20 A. None at all, mislaid somewhere.

Q. These taxes were only paid when, how long ago?

A. Probably six months ago.

Q. Did you also tear up your tax receipts?

A. Judge, to be honest about it, I think my aire-dale dog has chewed them up; I found two or three, which Miss Dobbin knows herself, chew up everything.

Q. Is that what you usually feed your dog on?

30 A. Yes, about as cheap as anything.

Q. Have you made any effort to get a copy of the tax receipts from the tax collector?

A. No, I haven't.

Q. Do you recall how much taxes you paid on this property?

A. I think nine hundred dollars.

Q. What?

A. Neighborhood of nine hundred dollars.

Q. Did you pay those taxes in connection with other taxes or —

A. I have always paid the taxes on that property.

Q. I say when you paid the taxes after you conveyed to Mr. Best did you pay it in connection with other taxes or just with that alone?

10

A. I think alone.

Q. How did you pay it, by your check?

A. I don't recall.

Q. What?

A. I don't recall.

Q. Did you go to the tax office to pay it?

A. Sir?

Q. Did you go to the tax office to pay it?

A. Yes, sir.

Q. And you don't recall whether you paid it by 20 check or not?

A. No, sir.

Q. Now, this notice called for cancelled checks, didn't it, in connection with this matter?

A. Cancelled checks in regards to the purchase of the property, isn't it? Is that what you refer to?

Q. Now, the notice reads that you are to produce all papers, notes, cancelled checks, leases, bank books and bank records pertaining to moneys received and spent on the property northwest corner Drexel and Maryland Avenue, the subject-matter of the above suit, and particularly the lease from Isabel Dobbin to the tenant, Headley, also check in the sum of five thousand dollars paid by David Best to Somers L. Doughty, of course, you wouldn't have that. Did

30

you hunt for any cancelled checks in connection with this?

A. No.

Q. Why didn't you?

A. Judge, I got the bank books here.

Q. I am asking you whether you hunted for any cancelled checks?

10 A. What cancelled checks is there to look for?

Q. I don't know.

A. I don't either.

Q. Did you hunt for any cancelled checks in connection with the taxes on this property?

A. No.

Q. Now, do you have any books or written records respecting this property?

20 Mr. Richards: If your Honor please, I have left this go on a long time. This is their witness, how long is this cross-examination of their witness going to last? Objected to.

The Court: To what do you object?

30 Mr. Richards: I object to their making their case out of the defendant here by way of cross-examination. He is asking him how about books and papers and so forth, very evidently off on a fishing expedition and I object to his fishing in our pond.

The Court: There is nothing for me to rule upon at the present time.

Mr. Richards: There is a question pending.

(Question repeated.)

The Court: I will permit it.

A. I have not.

Q. Have you collected any interest on the thirty-five thousand dollar mortgage?

A. I have.

10

Q. Have you any record of that?

A. Have I got what?

Q. Have you any record of that?

A. Yes, sir.

Q. The interest?

A. Yes, sir.

Q. Where is it?

A. In my pocket.

Q. Let me see it.

A. It is in money.

20

Q. What?

A. All the record I have got is in money. He paid it in cash.

Q. Best did?

A. Yes, sir.

Q. How much?

A. \$450.

Q. When?

A. When it was due.

Q. When was that?

30

A. About July—he paid it about July the fifth or sixth.

Q. Did you put down in your book anywhere the fact that he had paid the interest to you?

A. No.

Q. Made no record of it at all?

A. No.

Q. Where is that bond and mortgage?

A. In my pocket.

Q. What?

A. In my pocket.

Q. Let me see them?

A. I have got the bond here, Judge.

10 Q. Bond and mortgage?

A. I ain't got the mortgage. I mislaid the mortgage. I can get it in a half hour. I know where it is. I got the bond, the main thing you want; I know where the mortgage is, over at the safe deposit box.

Q. This is the thirty-five thousand dollar bond, isn't it?

A. Yes.

20 (Bond offered, admitted in evidence and marked Exhibit C8.)

Q. This bond carries a receipt for \$5,000, did you get that money?

A. Yes, sir.

Q. On that date?

A. Yes, sir.

Q. Was that in cash?

A. Yes, sir. No, in check.

30 Q. That was a check?

A. Yes.

Q. Was that the five thousand dollars that was to be paid as a part of the consideration?

A. Yes, sir.

Q. What?

A. Yes, sir.

Q. How much did you sell the property for?

A. He was to pay me that five thousand dollars in thirty days after delivery of the mortgage.

Q. How much did you agree to sell the property for?

A. Forty thousand dollars.

Q. Forty thousand dollars?

A. Yes, sir.

10

Q. You were to sell for forty thousand dollars, were you?

A. Yes, sir.

Q. Have you had a payment of ten thousand dollars?

A. Yes, sir.

Q. How were those payments made?

A. Five on the day of delivery and five thousand thirty days afterwards.

Q. Both by check?

20

A. Yes, sir.

Q. Whose check?

A. Dave Best.

Q. Did you make a record anywhere of the payment?

A. Yes, sir.

Q. Where?

A. Down home.

Q. In what?

A. On a book.

30

Q. Why didn't you bring the little book?

A. I didn't suppose you needed it. The checks are here.

Q. Did you think that this notice that was served on you didn't mean anything?

A. Oh, no.

Q. Will you produce the little book?

A. Yes, sir.

Q. Will you produce the mortgage?

A. Yes, sir.

Q. Who wrote the typewriting that is on the back of this bond acknowledging the receipt of the five thousand dollars?

10 A. The young lady in Lawyer Reed's office.

Q. On that date?

A. I suppose so.

Q. Was the check delivered there to Mr. Reed's office?

A. I had it with me.

Q. I ask you whether it was delivered there at Mr. Reed's office?

A. Yes, sir.

Q. By whom?

20 A. Given to me.

Q. By whom?

A. Mr. Best.

Q. In Mr. Reed's office?

A. I think I am wrong. Mr. Best gave it to me in the Marine Bank, if I remember right, and then I went up to Reed's office.

Q. Did you give Mr. Best a receipt?

A. No, he said the check was a receipt. I offered to give it to him and he said the check was a receipt.

30 Q. Did you observe that the bond does not provide for the payment of interest?

A. No, sir; I did not.

Q. Was Mr. Best to pay you interest?

A. Yes, sir.

Q. How often?

A. Every six months.

Q. Have you an agreement with him in writing?

A. Have I an agreement with him in writing?

Q. Yes.

A. No, sir.

Q. Did you ever have?

A. No, sir.

Q. Well, the bond provides for the payment of 10  
\$35,000 at the expiration of five years, as I remem-  
ber.

The Court: No.

Mr. Cole: At any time within?

The Court: Yes.

20

Q. And he paid this five thousand on account?

A. Yes.

Q. Where did you deposit the interest and the  
principal amount that you received?

Mr. Richards: That is objected to, if your Honor  
please, immaterial to this issue where he deposited  
it.

Mr. Cole: I think it is quite material, please 30  
your Honor, question here whether this is a bona  
fide transaction or not between Mr. Best and the  
witness.

Mr. Richards: His witness, if your Honor please.

Mr. Cole: Of course, he is my witness and I may be bound by his answers.

The Court: I will permit it. You may answer, Mr. Doughty.

A. I deposited the ten thousand dollars, five at  
10 each time, in the Marine Bank. The other \$450 I spent, didn't deposit it.

Q. You got that in cash?

A. Got that in cash, yes, sir.

Q. Where were you paid that cash?

A. I don't remember, but I think it was in Mr. Best's office.

Q. Did you go after it?

A. I can't remember, or whether he brought it  
to my house. I think, if I remember right, he  
20 brought it down to my house.

Q. Did you ask him to pay the interest or did he come voluntarily to pay it?

A. No, he came voluntarily.

Cross-examination.

By Mr. Richards:

Q. Where did you say this bond, Exhibit C8, was  
30 prepared?

A. Mr. Reed's office.

Q. And where was it signed?

A. Mr. Reed's office.

Q. Were you present?

A. Yes, sir.

Q. See Mr. Best sign it?

A. Yes, sir.

Q. Saw it witnessed?

A. Yes, sir.

Q. Where was this receipt of February the fourth written?

A. Mr. Reed's office.

Q. Where did you sign it?

A. In his office.

10

Q. Who is Alfred J. Showell?

A. He is a clerk in the title company.

Q. He witnessed it. Where did he witness it, do you know?

A. No, I don't remember whether I took it down to him or whether he came over to the office.

Q. He is a clerk in the West Jersey?

A. Title company.

Q. West Jersey Title and Guaranty Company?

A. South Jersey.

20

Q. South Jersey Title and Guaranty Company? Which has its quarters in the same building as the Marine Trust Company?

A. Yes, sir.

Q. And, for the sake of the record, that is practically across the street from this building where Mr. Reed's office is?

A. Yes, sir.

Q. Now, I understand you to say that you had the two five thousand dollar checks here?

30

A. I haven't; they don't belong to me. I guess Mr. Best has them. I told him to bring them.

Q. I show you a check number 586 dated January fifth, 1928, payable to the order of Somers L. Doughty, \$5,000 in figures and five thousand dollars written, Carolina Garage, David H. Best, and ad-

dressed to the Marine Trust Company, Atlantic City, New Jersey, endorsed S. L. Doughty, is that the check?

A. Yes, sir.

The Court: What is the date of that check?

10 Q. I read a check as January 5, 1928. Is that the right date?

A. No, sir.

Q. What should the date be?

A. The check was given in 1929.

Q. So it should be January 5, 1929?

A. Yes, sir; so close to the previous year he made a mistake in the date of the year.

Mr. Richards: The check has the word per-  
20 forated "Paid" in it and below the date 1/5/29 as I read it. I offer the check in evidence.

(Check admitted and marked Exhibit D2.)

Q. I show you check No. 626 dated Atlantic City, New Jersey—what is that, seventh, I suppose it is?

A. No, second month, fourth day, 1929, second month, fourth day.

30 Q. Dated 2/4/29, payable to the order of S. L. Doughty \$5,000 in figures and five thousand dollars written, printed Carolina Garage, David H. Best, addressed the Marine Trust Company, Atlantic City, New Jersey, endorsed S. L. Doughty and below it S. L. Doughty again, and perforated through the check the word "Paid, 2/5/29," and ask you if that is the other check that was referred to?

A. Yes, sir.

Q. Is that the check referred—is that the \$5,000 referred to in this receipt attached to this bond?

A. Yes, sir. This check, you didn't read it properly, this check was made out, he spelled my name wrong, he spelled it Dougherty, I endorsed it Dougherty and I endorsed it Doughty, that is the reason it is endorsed twice.

Q. The writer of the first is S. L. Dougherty, and 10 is endorsed Dougherty and then Doughty below it.

The Court: First check is also drawn to the order of S. L. Dougherty.

(Check offered, received in evidence and marked Exhibit D3.)

Q. Mr. Doughty, you made this deal or the settlement on the fourth of January, 1929? 20

A. Yes, sir.

Q. You say you agreed to pay the taxes?

A. Yes, sir.

Q. How much taxes were due on the fourth of January, 1929?

A. I don't remember. I think the first half was due in June.

Q. Well, is that the tax you referred to that you were going to pay?

A. Yes, sir. 30

Q. Was that part of the deal?

A. Yes, sir.

Q. And you were to pay the taxes that had been assessed but which were not then due and wouldn't be due until the coming June, is that correct?

A. Yes, sir.

Q. Did you pay those taxes in June?

A. I don't remember. I agreed to pay them, whether I went and paid them or whether Mr. Best went and paid them; at that time me and Mr. Best was doing some business, in fact, I was doing his banking for him, and Mr. Best was in a little difficulty at that time and he was afraid that his bank  
10 account would be attached and he was coming to my house from day to day and turning me over his receipts from his garage and I think that I went and paid the taxes in—I hardly remember how it was paid. I agreed to pay the taxes. I had always paid the taxes on that property and he thought he was paying enough for it and wanted me to pay the taxes and I agreed to do it.

Q. This difficulty that you refer to did that arise after this deal concerning the property?

20 A. With Mr. Best?

Q. Yes.

A. Yes, sir.

Q. When did that arise?

A. I don't remember the dates.

Q. What was that?

A. I don't know. I may tell you, at that, if you give me a minute. Yes, sir, afterwards.

Q. How long afterwards?

A. Two or three months.

30 Q. Then that means February or March or April of 1929?

A. Yes, down in June and July.

Q. Of 1929?

A. Yes, sir.

Q. Now, as a matter of fact, was there any attachment outstanding against Mr. Best?

A. Any what?

Q. Any attachment suit that he feared his bank account was apt to be attached?

A. Yes, sir.

Q. Was there any outstanding attachment at that time?

A. I don't think there was. Well, Mr. Best is here and he can tell you more about it than I can, but Mr. Best was on some bond or something and they were making threats, the property had been sold by the sheriff, that he was interested in and didn't bring what they thought it ought to bring and they were going to bring suit against him and his uncle Harry, for the difference and he was a straw man in the deal and, of course, he didn't think he ought to pay it. Harry ought to pay it, and he was afraid they might attach his account. 10

Q. This was some deal then between he and his uncle, Harry Best? 20

A. Yes, sir.

Q. Had nothing to do with this property?

A. Not at all.

Q. Now, there was no agreement in writing concerning the sale of this property I think you said?

A. No, sir.

Q. When was the agreement made to sell the property to Mr. Best?

A. About December the first, I should judge, he agreed to buy it, 1928. 30

Q. Had there been any previous negotiations concerning the sale of the property between you?

A. Not exactly that property but other property. Mr. Best before he built his garage on South Carolina Avenue came to my house —

Mr. Cole: I object to this.

The Court: Sustain the objection.

Q. You had some negotiation about the sale of property?

A. Yes, sir.

10 Q. And that finally dwindled down to negotiations concerning the sale of this property?

A. Yes, sir.

Q. How long was it prior to December first, 1928, that you had discussed the possibility of the sale of this property to Mr. Best?

A. Probably a year.

Q. During a whole year?

A. Yes, sir.

20 Q. What negotiations during that time did you have with him concerning this property?

A. I was trying to sell it to him; he was looking around for other properties, I even think he went to see Charlie Rubenstein—he is a roofer near this property—about buying his and finally he came back to me again, he liked this property because it faced on three streets, had three streets, which would suit the business he wanted it for better than Mr. Rubenstein's property, and also —

30 Q. Did you discuss with him the fact that the property was rented to Headley?

A. Yes, sir.

Q. He knew of the lease, did he?

A. I am wrong; it wasn't rented to Headley when Mr. Best bought it, if my recollection is right. Mr. Headley had forfeited his lease. It wasn't rented.

Q. I am talking about prior to December when

Headley was there, was the fact that Headley was there discussed at all?

A. Oh, yes, that was discussed and Mr. Best wanted to know if I could get Headley to release his lease.

Q. What did you tell Best concerning that?

A. I told him I thought I could.

Q. Now, before you—or when did you finally agree to sell him the property? 10

A. Along in December some time.

Q. And before that date did you talk to Headley or Headley talk to you about the release of the lease?

A. Yes, sir.

Q. When was it that you and Headley had the conference concerning the release or surrender of the lease?

A. Sometime in December. 20

Q. Prior to this agreement?

A. Yes, sir.

Q. Now, then what was this agreement of sale?

A. With Mr. Best?

Q. Yes.

A. My agreement with Mr. Best was to sell him the property for forty thousand dollars and to pay me ten thousand down and that much money he said he didn't have, in fact, he said he didn't have the five at that time, but he said about the first of the year he would have five thousand and if I would accept that that he thought he could pay me another five in thirty days and I accepted his proposition. 30

Q. When was the date of settlement fixed?

A. Wasn't any date set for the settlement, whenever Dave got the money.

Q. Did he tell you when he got the money?

A. He phoned to me; yes, sir.

Q. Where did you meet him?

A. I think in Mr. Reed's office.

Q. Did you go from there to the title company or had you been to the title first or how?

A. We had been over to the title company and  
10 then we went over to the title company again, something said about getting a title and I says, "Dave, you are just throwing that much money away, there is no judgments against me and the property is all clear, might be a little search made and that won't cost you much." "Well," he said, "if you say the property is all clear, I will take your word for it, Somers," he says, "I will take your word, rather take your word than any man in Atlantic City," and some remark like that and I said, "Dave, I will  
20 guarantee there is nothing against the property," and we agreed on the settlement.

Q. Now, at that time it appears that there was a deed dated December 31, 1926, which has been offered in evidence, Exhibit C7. In view of the statement you have just made to Best, how do you explain the fact that you had apparently executed that deed?

Mr. Cole: That is objected to as not being cross-  
30 examination. I asked nothing about that deed. Can't get the benefit of the defense on the cross-examination of this witness.

Mr. Richards: I think he opened it up when he asked for the agreement.

The Court: And he also testified on direct examination that a search was had by Mr. Best. Now, this is only in connection with that search, as I recall it. I will admit the question. It may be out of time, but I think not.

(Question repeated.)

10

A. I had that deed drawn, expecting to give it to my daughter, if she built on this ground, instead of that I bought the Ohio Avenue instead and never delivered this deed.

Q. Was this deed, as far as you know, of record at the time that you made this deal with Mr. Best?

A. No, sir; to the best of my knowledge it wasn't of record. Should not have been of record.

Q. Where was the deed, as far as you knew, at that time?

20

A. In my bureau drawer, in my bedroom at home, locked up.

Q. When had you last seen the deed?

A. Oh, for a year or more.

Q. You hadn't seen it, you mean or you had seen it?

A. Hadn't seen it.

Q. You hadn't seen it for a year or more?

A. No, sir.

Q. Had you looked for it?

30

A. No, sir.

Q. You believe the deed was in your bureau drawer at the time you told Best in the title company that he didn't need to make a search?

A. Yes, sir.

Q. Had it ever been given to your daughter?

A. No, sir.

Q. Had it ever been handed to her?

A. No, sir.

Q. Had you ever made any delivery of it in any way to her?

A. No, sir.

10 Q. Had anybody on your behalf made any delivery to her?

A. No, sir.

Q. Did you explain to Mr. Best that you had executed such a paper ——

Mr. Cole: Objected to as not being proper cross-examination.

20 The Court: Sustain the objection.

Q. ——at the time he asked you about the condition of the title?

Mr. Cole: Objected to.

A. No, sir.

The Court: Sustain the objection. The answer will be stricken.

30

Q. Was Miss Dobbin living with you ——

A. Was she?

Q. In December of 1928?

A. Yes.

Q. At your home on Indiana Avenue?

A. 12 South Indiana Avenue.

Q. Did she know of the negotiations between Mr. Best and yourself concerning this property?

A. Not to the best of my knowledge.

Q. Was she living with you in January and February of 1929?

A. In January.

Q. When did she cease to live with you? 10

A. February the sixth, 1929.

Q. And that had been her home for a number of years prior to the sixth of February, 1929?

A. Yes, sir.

By Mr. Cole:

Q. When did you first know that the deed from yourself to Miss Dobbin had been recorded at Mays Landing? 20

A. When Apple served me the notice.

Q. What did you say?

A. When Apple served me the notice.

Q. Mrs. Naame, formerly Miss Dobbin, is your stepdaughter, is she?

A. Yes, sir.

Q. How long had she been living in your home before you made the deed to Best?

A. Probably twelve years.

Q. Had you, during that time, made a deed of gift to her of real estate in Atlantic City? 30

A. Yes, sir.

Q. How many tracts of land?

A. Two or three.

Q. And you said, did you, that you had intended

to give her the land described in the deed offered in evidence provided she built upon it?

A. Yes, sir.

Q. Now, who drew that deed?

A. I couldn't tell you. It was drawn in Adams' office, to the best of my knowledge.

Q. It has printed on the back C. J. Adams Co.?

10 A. Yes, sir.

Q. Who gave directions for the drawing of that deed?

A. I did.

Q. To whom did you give the directions?

A. I don't remember, but as a rule I generally

---

Q. Do you know Lucius I. Wright?

A. As a rule I might have been in there with ——

Q. I say do you know Lucius I. Wright?

20 A. I know him, yes.

Q. He is a member of that corporation, isn't he?

A. Yes, sir.

Q. When you signed the deed did you at the same time acknowledge it before Mr. Wright?

A. I believe I did.

Q. What did he say to you, if you remember?

A. I don't remember.

Q. Did he ask you whether you signed, sealed and delivered the same as your voluntary act and deed?

30 A. Whatever is customary he said.

Q. All right, he said whatever is customary, did he?

A. I suppose so.

Q. And what did you say?

A. I suppose I answered him back properly, I don't know, I don't remember.

- Q. Then did he deliver the deed to you?  
A. No, sir, the deed laid there.  
Q. Laid where?  
A. In his office.  
Q. How long?  
A. I don't recall.  
Q. Didn't take it away with you that day?  
A. No, sir. 10  
Q. Did you go back to get it?  
A. I did.  
Q. How long afterward?  
A. I don't remember.  
Q. Why did you leave it at Adams' office?  
A. Oh, I don't know; I guess I am a little careless that way, often leave papers there, got some papers laying there now that has been there pretty near a year, Wright calls me every time he sees me on the street to come get them, tired of seeing them. 20  
Q. Then did you finally go get this deed?  
A. Yes, sir.  
Q. How long do you think it was after you had signed it?  
A. Probably a couple of months.  
Q. Then what did you do with it?  
A. Took it down home.  
Q. Where did you put it?  
A. In this drawer.  
Q. In your bedroom? 30  
A. Yes, sir.  
Q. And you didn't know it had been taken out of there?  
A. No, sir.  
Q. You had been getting along nicely with your stepdaughter up to a certain period, hadn't you?

A. Yes, sir.

Q. It was during the period you were getting along nicely with her that this deed was made, wasn't it?

A. Yes, sir.

Q. Now, what time did the friction between you begin and why?

10 A. Along last November.

Q. November?

A. 1928.

Q. When did she leave your home?

A. February 6, 1929.

Q. Did the friction begin over the courtship and marriage between her and Mr. Naame?

A. No, sir.

Q. That have anything to do with it at all?

A. No, sir.

20 Q. Now, on the day of her marriage you had papers served on her, did you not, two suits brought by you alleging that she owed you money?

A. Through my attorney.

Mr. Richards: Wait a minute; I object.

A. Through my attorney.

Mr. Richards: Wait a minute. I am objecting.

30 Don't answer.

The Court: Like to hear the relevancy.

Mr. Cole: That has developed, please your Honor, of this deed and delivery on cross-examination. It seems to me I now have a right to follow

this up to show, at least by inference, why it was that this deed was made with Mr. Best and this negotiation. It will be our claim that this is not a bona fide transaction and it came about as a result of that situation.

Mr. Richards: I have no objection to him showing that but I don't see any relevancy in this question when he served the papers in some other suit. 10

The Court: You are now asking about a suit which was instituted and papers served after both the record of the deed to Miss Dobbins as well as the record of the deed to Best. I will sustain the objection.

Q. You had quarrels, disputes with Mrs. Naame, then Miss Dobbin, some time after November, 1928, did you? 20

A. Yes, sir.

Q. Now, when was it that you first talked with Mr. Headley about the surrender of the lease?

A. To the best of my knowledge it was sometime in December after Mr. Best had—when I was trying to sell Mr. Best the property, because Mr. Best didn't want Mr. Headley on there; he wanted to occupy it himself.

Q. Why did you think Mr. Best didn't want Mr. Headley there? 30

A. He told me that he didn't.

Q. What did he say to you?

A. Well, he wanted to know if I could get clear of the gasoline station. I know what Mr. Best

wanted it for, and, of course, what he wanted it for he didn't want no gasoline station there.

Q. Tell me what he said about Mr. Headley and the lease.

A. I just don't recall, he just wanted to know if I could make arrangements for Mr. Headley to forfeit his lease. He asked me if Mr. Headley had a  
10 lease and I said I believe he had, I told him I thought there would be no trouble about that.

Q. You say you told him that you believed he had; didn't you know he had a lease?

A. Yes, I knew he had.

Q. Did you tell him that you believed he had or that he had one?

A. That he had one.

Q. Did you tell him how long it ran?

A. No, sir.

20 Q. Did he ask you?

A. No, sir.

Q. At that time Mr. Headley was there in possession, wasn't he?

A. Yes, sir.

Q. Running it as a gasoline station?

A. Yes, sir.

Q. Well, how did Mr. Best know that he was running it as a gasoline station?

A. A blind man would know that. That is a funny  
30 question to ask me.

Q. Maybe a blind man would know it.

A. He could smell was a gasoline station there.

Q. I know but I am asking you how Mr. Best knew it?

A. I suppose I told him.

Q. Now, did you tell him?

A. I don't remember.

Q. Didn't you tell him that Mr. Headley was there running a gasoline station?

A. Yes.

Q. Well, after that and before you made the agreement with Mr. Best to sell this property, did you secure a surrender of the lease?

A. Mr. Headley mailed it to me. 10

Q. Did you tell Mr. Best that you had secured a surrender of the lease?

A. I don't remember.

Q. Did you tell Mr. Best what the terms of the lease were?

A. I don't remember.

Q. You remember receiving the lease from Mr. Headley, do you?

A. I stated that a few minutes ago.

Q. Now, you said that you deposited two \$5,000 20 checks in your account in the Marine Trust Company; is that correct?

A. Yes, sir.

Q. At that time did you have an account in any other bank?

A. Sure.

Q. What other bank?

A. Guarantee.

Q. Any other?

A. Neptune Trust. 30

Q. Any other?

A. No, sir.

Q. Did you ever pay to Mr. Best or to anybody for him any part of the ten thousand dollars represented by those two checks?

Mr. Richards: I object to that, your Honor please.

The Court: What is the objection?

10 Mr. Richards: I can't see how, at this time, he can ask that question of his own witness. It is certainly no part of anything I brought out on cross-examination of any question, immaterial.

Mr. Cole: You asked about these checks.

The Court: I will permit it. There is objection, however, to the question perhaps that it is not limited as a return of this money, that is the purpose, I take it?

20

Mr. Cole: Of course.

The Court: So as not where he may have owed Best money afterwards and paid it; I thought that wasn't the purpose.

Mr. Cole: Of course, your Honor has in mind what I have in mind.

30

(Question repeated.)

Mr. Richards: If your Honor please, if this had any relevancy at all it was a part of the direct examination-in-chief, now, it certainly is no part of any re-direct examination.

Mr. Cole: I didn't even go into that phase of it; that is the reason I objected to the cross-examination, as I thought.

The Court: I will permit it.

(Question withdrawn.)

10

Q. Have you received or rather have you paid to Mr. Best any sum of money, by check or otherwise, by way of a return to him for any part of the two checks of five thousand dollars each which you say were paid to you on account of this transaction?

Mr. Richards: I object to it, your Honor please.

The Court: I will permit it. You may answer.

20

A. I have not.

Q. Do you have your check books on the three banks you have named since the date of these two checks until now?

A. I have got two of them, yes, I have got them all, two of them here.

Q. Will you produce them, please?

A. Yes, sir.

Q. The check books; I didn't mean your pass book; talking about your check books.

30

A. The check books? No. I thought you meant the bank books.

Q. I mean your check books.

A. No.

Q. You mean you haven't got them?

A. Haven't got them.

- Q. Have the check books on your bank for this year 1929?
- A. No.
- Q. Where are they?
- A. Down home.
- Q. You have them home, haven't you?
- A. Yes.
- 10 Q. On all three banks, is that right?
- A. Yes, sir.
- Q. Will you produce them this afternoon?
- A. Yes, sir.
- Q. You understand what I want, do you? I want your check books on the Neptune Trust Company, Guarantee Trust Company and Marine Trust Company since the first of this year, 1929, until now; understand that?
- A. Yes, sir.
- 20 Q. By the way, the stubs are in the book, are they?
- A. I am not sure.
- Q. You mark on the stub what the checks are for?
- A. Not always; very seldom.
- Q. Some times?
- A. Very seldom.
- Q. Just what was it that Mr. Best said to you about being in difficulty?
- A. I don't recall the exact words. He went on the
- 30 bond or something for his uncle on a property.
- Q. With his uncle or to his uncle?
- A. I don't remember.
- Q. Is that all he said?
- A. That is about all.
- Q. What did he want to do?
- A. Why, he didn't want to have to pay that bond,

because he wasn't entitled to it, it was his uncle's dealing, and he was the straw man, and when he left his uncle, why, he didn't know that he was on the bond.

Q. What was the amount of the bond?

A. What?

Q. What was the amount of the bond?

A. I don't recall.

10

Q. You say he told you he was afraid his bank account would be attached?

A. Well, I don't recall whether he said so or whether I suggested to him that he better look out for his bank account. It may have been at my suggestion.

Q. What had that to do with this transaction?

A. None at all, I guess.

Q. Why were you talking about it?

A. Why, something led up to it a little while ago, 20 some question you asked.

Q. No, I didn't ask you that; some question that my opponent asked you.

A. Then we won't talk about it any more; if it doesn't interest you, drop it.

Q. What was it he wanted you to do?

A. I don't recall.

Q. What did you suggest that he do?

A. I don't recall.

30

The Court: There seems to be no objection to this, but it seems to me to be useless. As a matter of fact it wasn't in response to any question on cross-examination; it was a volunteered statement made by your own witness, Judge Cole. I don't object to hearing it.

Mr. Cole: Not in answer to my question.

The Court: No, but it is your own witness volunteering.

Mr. Cole: But the difficulty, please your Honor, as I see it, is that, notwithstanding my objection,  
10 your Honor permitted the question and it was in response to that question to which I objected.

The Court: This has never been in response to any question; he suggested it himself and it is not in response to any question, as I recall the question.

Q. Now, have you endorsed any notes for Mr. Best since you talked about an agreement to sell this property until now?

20 A. No, sir.

Q. Have you discounted any note for him?

Mr. Richards: I object, if your Honor please, because it seems to me this was clearly irrelevant.

The Court: I will permit it.

A. No, sir.

Q. How long did you say you were discussing with  
30 Mr. Best the matter of an agreement before the deed was made?

A. About a month.

Q. Did you say, in response to a question on your cross-examination, that it was about a year?

A. I thought you was referring to this present

property, yes, I was talking with Mr. Best about a property for a year.

Q. Did you know that your stepdaughter had a strong box in the Atlantic Safe Deposit and Trust Company?

A. No.

Q. Did you know that she had had that strong box for more than two years before it was reported? 10

A. No, sir.

Q. Never heard of that?

A. No, sir.

By Mr. Richards:

Q. Mr. Doughty, most of these questions that have just been asked you have been apparently to find out whether or not you had any side deal or agreement with Mr. Best wherein this was to be merely a fake sale for the purpose of voiding the deed to Miss Dobbin; is that the fact? 20

A. No, sir; it is a legitimate sale.

Q. Was the deed or the sale an effort on your part to avoid this deed to Miss Dobbin?

Mr. Cole: Objected to. I don't think that is re-direct and it seems to me he is merely stating an opinion. 30

The Court: It is not re-direct; it is cross-examination upon the question that you have just asked, which was objected to as being out of time. I will permit it.

A. No, sir; I thought I had a perfect right to sell the property because the property wasn't hers, the property still belonged to me; the property didn't become hers unless she built on it.

Q. Now, just exactly what do you mean by her building upon it?

10 Mr. Cole: That I object to.

The Court: I will sustain the objection.

Mr. Richards: I think, your Honor please, on the record—we may know from the other case just what he means by that—but on the record in this case it is certainly important to determine whether that means a defeasable title or whether it had relation to the transfer of the property.

20

The Court: I overrule it at this time.

Q. Now, you say that you didn't know that this deed was of record until you received the notice from Apple. Do you mean the notice of the papers that accompanied that notice gave you that information?

A. Papers that accompanied the notice.

Q. Where was it that you say you had this deed?

30 A. In my bureau drawer, in my house, bedroom.

Q. Was that drawer locked or open?

A. Locked.

Q. Who had the key?

A. I had.

Q. Carry the key with you?

A. Yes, sir.

Q. Then how could anyone have gotten in the drawer?

A. Well, someone must have had a key that fitted my drawer. Can I go ahead and explain?

Q. Did you at any time find a key that did fit the drawer?

A. The morning Miss Dobbin left the house, a key that she had. She had threatened me on several 10 occasions before that morning about a letter that I had that was in that drawer. That morning she said that she had a photograph of it and she would have it put on the front page of the press, would be a nice thing for the people to read for a director of a bank. I wondered how she knew about that letter which was in that drawer. After she left my maid came to me and says, "Look here" —

Q. No, you can't tell what the maid says. The maid came to you and what did she do, not what she 20 said?

A. She says, "Look what I found."

Q. Not what she said; you can't tell that. What did she do? She came to you and did something; what was it?

A. She says, "Here is a key."

The Court: That will have to be stricken, what she said.

30

Q. She gave you a key?

A. She gave me a key.

Q. Anything else, gave you something else?

A. A copy of this letter in writing.

Q. What did you do with the key then?

A. Why, the maid has had it right along.

Q. No, I mean did you then use the key for any purpose or experiment with it?

A. Yes, sir; tried it in my drawer and it fitted my drawer.

Q. And unlocked the drawer?

A. Unlocked the drawer.

Q. Had Miss Dobbin had access to this drawer  
10 previous to this?

A. Not with my knowledge, but it looked as though she had without my knowledge.

Q. I mean you had never given her access to the drawer?

A. No, sir.

Q. And you had always carried the key to the drawer with you?

A. Yes, sir.

Q. Is this the key to the lock that the maid handed  
20 to you?

A. That is the key.

Q. And is this the letter?

A. That is a copy of the letter in Miss Dobbin's handwriting.

Q. This paper that was handed to you?

A. That paper, yes, sir.

Q. And this paper, which consists of three sheets of paper, deposit slips of the Marine Trust Com-  
pany, contains a copy of a letter that was in this  
30 locked drawer?

A. Yes, sir.

Q. Now, I show you the letter and envelope and letter, the envelope being postmarked Chicago, Illinois, November 12, 1928, addressed to you, and the letter which is signed by one Frank Davis, and

ask you if this writing in Miss Dobbin's handwriting, is a copy of the letter?

A. Yes, sir, it is.

Q. Had you ever showed that letter to Miss Dobbin?

A. No, sir.

Q. Did you know that she knew that you had received it?

10

A. I didn't until the morning she threatened me the morning that she left my house.

Q. Did she ever refer to the letter prior to that morning?

A. Yes, sir.

Q. Where?

A. Two or three days before that.

Q. What did she say to you on this occasion when you say she threatened you about this letter?

A. Why, she kept saying that if I didn't leave her alone, asking her for money for that Ohio Avenue apartment house, that she had something on me and it would be a nice thing to put in the paper.

20

Q. Did she tell you at that time what she had on you?

A. No, sir, because I knew she had nothing on me and I didn't bother any more about it.

Q. By the way, did you ever reply to this letter?

A. Sir?

Q. Did you ever reply to this letter of Davis?

30

A. No.

Q. I show you another key and ask you what this key is?

A. That is the key that belongs to the bureau drawer that I have carried for years.

Q. And is this the bureau drawer the place where

you kept what you considered your valuable papers or private papers?

A. Papers that perhaps I want to keep at home that I didn't want to put in the safe deposit box, yes. Something that I would want to look at.

Q. And when this case came up, have you found out what this first key that Miss Dobbin had will  
10 open around the house?

A. It will open my bureau drawer.

Q. Anything else?

A. It will open the cedar chest in my house that she always kept to keep her furs in and she always kept it locked and carried the key.

Q. Is the reverse of that true, will the key that you carry open the cedar chest?

A. No, sir, it will not, but her key will unlock my drawer and my key won't unlock her cedar chest.

20 Q. You say that the friction started between your stepdaughter and yourself in November of 1928 and extended up to the time she left your house to get married on February sixth, 1929, is that right?

A. Yes, sir.

Q. What was the cause of this friction?

A. Because she wouldn't—

Mr. Cole: I object to going into that. I guess I did ask him whether it was—

30

The Court: Yes, you asked whether because of the marriage.

Mr. Cole: He said no.

The Court: You may answer.

A. Because I had asked her for a settlement on the Ohio Avenue Apartment and she told me to see what I could get on it and I went to the building association and applied and they agreed to loan me seventy-five thousand. After that evening she was out with her intended husband, at that time, next day she was a changed woman. She says "No, I wouldn't pay you another damn cent on that 10 house." That is when the trouble started.

Q. That is the start of the trouble?

A. Yes, sir.

Q. Now, you understood at the time you made the deal with Best that he wouldn't buy this property unless you could get clear of Headley, didn't you?

A. Yes, sir.

Q. Did Headley ask you for permission to give up the lease because it was a losing proposition or did you go to Headley and ask Headley to give up the 20 lease because you wanted to sell the property?

A. Mr. Headley asked me.

Mr. Cole: I object. I don't see what this witness can testify about that. He hasn't been asked by me about his relations with Headley.

The Court: I will sustain the objection at this time.

30

Mr. Richards: If your Honor please, on this re-direct examination he went into that very question of when he negotiated with Headley and certainly I have a right to show and fix that time; that is the object of the question.

The Court: I will sustain the objection.

Mr. Cole: That is not the question.

The Court: That is not the question. Sustain the objection, not, of course, to the question, but to the timeliness of it. I don't mean to consider if you  
10 asked of this witness some other time it would still be objectionable.

Q. When did you talk to Headley about the surrender of the lease?

A. In December, 1928.

Q. Did you approach him or did he approach you about the surrender?

A. He approached me.

Q. What did he say to you?

20 A. He says, "Somers," he says, "That gasoline station isn't a paying proposition." I says "Is that so, Sam?" "Well," I says "you owe a little back rent there, don't you?" He says "Yes." "Well," I says "what is the matter? You want to give it up?"—that is just what I wanted him to say—"Yes." "Well," I says, "you pay your back rent and I will release you." "Well," he says, "Somers," he says, "I have lost money there and I have made some improvements to your building and I  
30 think you ought to release me." "All right, Sam" I says "I will do it. Mail me your lease," and he did it.

Q. Now, he didn't mail you the lease until March of 1929?

A. Sam is a little slow, you know, about paying his rent and everything else.

Q. But did you feel—why did you go ahead and make your deal with Best when you didn't have the lease in your possession?

Mr. Cole: I object. I don't see what his reason has to do with it.

The Court: Sustain the objection. 10

Mr. Richards: It is going to be argued, if your Honor please, that this whole scheme, in fact that is the allegation, was a scheme of getting rid of this thing and it is going to be argued that they didn't get the lease until March. Now, I think I have a right, as long as they have opened the path for me, to find out from this witness why it was that he didn't get the lease back.

20

The Court: Sustain the objection.

Q. In the face of the fact, Mr. Doughty, that you didn't have the lease in your possession, why did you agree to sell this property to Best?

Mr. Cole: Objected to.

The Court: Sustain the objection.

30

Q. Did this conversation with Headley, in which he agreed to give up the premises, occur before or after you had agreed to sell the property to Best?

A. Before.

Q. How many days?

A. Not agreed. Before the settlement.

Q. It was before the settlement?

A. Yes, sir.

Q. And after you had agreed to sell it or before you agreed to sell it?

A. No, after I agreed to sell it.

Q. Then how did you propose to get rid of Headley?

10

Mr. Cole: Objected to.

The Court: Sustain the objection.

Q. The agreement to sell to Best was a verbal agreement, is that right?

A. Yes, sir.

20

By Mr. Cole:

Q. Mr. Doughty, what was the date that you say—

The Court: Gentlemen, haven't we reached the limit of calling this man back and forth?

Mr. Reed: There are some cases that say we have.

30

The Court: Without question I think we have.

Mr. Cole: What is your Honor's ruling?

The Court: I have asked for a suggestion. I will overrule the question.

Mr. Cole: I hadn't finished the question.

The Court: I will hear the question then.

Q. What was the date that you say that Mrs. Naame told you that she would not make any payment to you on account of the apartments?

The Court: The Court will take the liberty of saying that unless counsel either says that he overlooked some matter or otherwise bring it without the rule, I will overrule any further testimony at this time.

10

Mr. Cole: I call your Honor's attention to what I think is the fact, that that statement was developed by counsel for the first time who represents Mr. Doughty in this case.

20

The Court: Counsel, I think, was improper at that time but you had the opportunity to move to strike. I don't recall how many times, but I think at least four or five times has been direct and re-direct continuously and I think it must be stopped.

Mr. Cole: That is all true.

(Recess taken to 1:15 P. M.)

30

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AFTERNOON SESSION.

Trial of the cause resumed at 1:15 P. M.

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SOMERS L. DOUGHTY, recalled.

- 10 Mr. Richards: Your Honor please, I thought we had this out this morning about recalling Mr. Doughty?

The Court: There was a notice to Mr. Doughty to produce certain papers which he failed to produce this morning and announced he would produce them after the noon recess which, of course, he can be examined about at this time.

- 20 By Mr. Cole:

Q. Have you the mortgage, Mr. Doughty?

A. Didn't I give it to you? Undertook to.

(Mortgage produced.)

Mr. Cole: Witness produces mortgage and we offer it in evidence.

- 30 (Mortgage admitted and marked Exhibit C9.)

Q. You remember being asked this morning to produce your check book on the Neptune Trust Company showing checks drawn since the first of the year until now. Remember that?

A. I remember that.

Q. You handed me a check book on the Neptune Trust Company and I ask you whether that is the check book for that period?

A. That is the check book.

Q. And this is the only check book you used on that trust company during that period?

A. Yes, sir; only one I had.

10

Mr. Cole: I want to offer that.

Mr. Richards: What for?

Mr. Cole: I want to show the checks that were drawn during that period to see whether any evidence can be traced to repayment to Mr. Best of the amount of those checks.

The Court: I will decline to accept the book in 20 evidence. You may have the opportunity to take it long enough to ascertain if there is any item that you desire to offer.

Mr. Cole: Your Honor, will you mark that for identification?

(Check book marked C10 for identification.)

Q. I show you check book on the Guarantee Trust 30 Company which you handed me and I ask you whether that is the check book that you used in drawing on your account in that bank from the first of the year until now?

A. Yes, sir.

Q. And you used no other than this?

A. No, sir.

(Check book offered in evidence.)

Mr. Richards: Same objection.

10 The Court: Sustain the objection.

(Check book marked C11 for identification.)

Q. I show you two check books on the Marine Trust Company which you handed me and I ask you whether they are the only two check books you used on that trust company during that period between the first of the year and now?

A. Yes, sir.

20

(Check books offered in evidence.)

Mr. Richards: Same objection.

The Court: Overrule the offer.

(Check books marked C12 and 13 for identification.)

30 Mr. Cole: I ask the letter and envelope and copy of the letter about which he was cross-examined be marked for identification.

(Envelope and letter marked D14 for identification, copy marked D15 for identification.)

(Key with green string marked D16 for identification and key without string marked C17 for identification.)

Q. You said you would produce a little book showing some record.

A. Couldn't locate it, Judge. I looked for it.

Q. Have you produced all the papers you could find?

A. All that I could find, yes, sir; I was looking the whole time, didn't even eat any lunch.

---

DAVID H. BEST, sworn.

20

Direct examination.

By Mr. Cole:

Q. Mr. Best, do you have the deed to you for this property?

A. Yes, sir.

Q. With you?

A. Yes, sir.

Q. Produce it, please.

30

(Deed produced, offered, received in evidence and marked Exhibit C18.)

Mr. Cole: I want to offer at this time the file of this Court in the two cases of Somers L. Doughty against Miss Dobbins, now Mrs. Naame.

Mr. Richards: That is objected to.

10 Mr. Cole: The purpose of that offer is to show the pendency of those two suits. The claim is that they are gifts there and the gift alleged here are so related that it is competent and evidential to determine whether in this case this was an outright gift or whether it was such a transaction as Mr. Doughty now claims it was and no delivery of that deed.

20 Mr. Richards: If your Honor please, the files wouldn't be proof of that. The file merely consists of the pleadings and the pleadings are merely mere allegations of fact and not the facts and can't be proof of the facts here. For that reason I object to it.

The Court: I am not convinced they are of any evidential value, but, being the files of the Court, I will permit them to be considered in evidence.

MRS. ISABEL NAAME, SWORN.

Direct examination.

By Mr. Cole:

Q. Mrs. Naame, you are the one who brings this 10  
suit?

A. Yes.

Q. And you were formerly Miss Dobbin?

A. Yes.

Q. You are the one named in that deed that was  
offered in evidence?

A. Yes.

Q. Will you please state how you came into pos-  
session of that deed and about the time?

A. The lot in question was in litigation—— 20

Q. The deed, speaking about the deed for this lot,  
how did you come to get it and about what time?

A. My father brought it home on Saturday after-  
noon and gave it to me about, I think, the day it  
was written.

Q. Do you recall if he said anything to you at  
the time and, if so, say what it was?

A. "Here is the deed to the property that I have  
given you."

Q. Had there been any previous talk between you 30  
two about that property before this date?

A. It was in litigation with the Sweeney Estate  
and he said if he won the case he would give the  
lot to me.

Q. Did he win it?

A. He did.

- Q. What did you do with that deed after he handed it to you?
- A. I put it in my bureau drawer and sometime after that took it up and put it in my box.
- Q. How long did you have it in your bureau drawer?
- A. I couldn't say offhand, possibly a month or
- 10 two.
- Q. And where was the box in which you placed the deed?
- A. Atlantic Safe Deposit and Trust Company.
- Q. Did it remain there all the time until you finally took it and had it recorded?
- A. It did.
- Q. You put it in the box yourself?
- A. Yes.
- Q. Did anyone go with you at the time you had
- 20 that deed?
- A. Miss Crouch went with me.
- Q. Who is Miss Crouch?
- A. Young lady in the rear.
- Q. I know, but is she a friend of yours?
- A. Been a friend of mine since 1914.
- Q. Had she visited your home?
- A. Every day.
- Q. Eat there?
- A. Yes.
- 30 Q. Mr. Doughty knew her?
- A. Very well.
- Q. Eat at the same table with you and he?
- A. Yes.
- Q. Did you have in this strong box of yours any papers of hers?
- A. Yes.

Q. What were they, if you remember?

A. Well, they were in sealed envelopes; I don't know what they were.

Q. Papers that she gave you to put in the box?

A. She gave me—she went with me the day that I put my deed in the box to put some papers of hers in.

Q. Now, when did you learn for the first time that Mr. Doughty had deeded this property to Mr. Best? 10

A. I heard indirectly one day in the Marine Trust that he had sold that property and I said that wasn't possible because I had a deed to it.

Mr. Richards: I move that be stricken.

The Court: Yes.

Q. You can't say what you said; what I want to know is when you first knew it? 20

A. About the middle of January.

Q. You learned it where?

A. In the Marine Trust.

Q. Do you recall who told you?

A. No, I don't.

Q. Now, having had that information what did you do?

A. I discussed it with a friend of mine.

Q. After that what did you do? 30

A. And I went to the box and got the deed out and had it recorded.

Q. Where did you lodge that deed when you had it?

A. Where did I lodge it?

Q. Yes, to whom did you deliver it?

A. To Glenn's office in the Guarantee Trust Building.

Q. In the County Clerk's office in the building you mean?

A. Yes.

Q. Did you take a receipt for it?

A. I did.

10 Q. Now, did you and Mr. Doughty and Miss Crouch ever go automobiling together?

A. Every time we went to Philadelphia Miss Crouch went with me.

Q. Mr. Doughty with you?

A. Yes.

Q. Either in going to Philadelphia or returning would you pass this property in question?

A. Usually returning to collect the rents at the Savoy.

20 Q. Was there ever a time when you and Mr. Doughty and Miss Crouch came by that property in an automobile that he made any reference to it?

A. Yes.

Q. What did he say?

A. "There is another property I give Babe."

Q. Was that in the presence of Miss Crouch?

A. It was.

Q. Was that before or after you learned that he had deeded this property to Mr. Best?

30 A. Before.

Q. Did you ever have a talk with Mr. Best about this property?

A. Yes, one occasion when he was taking ashes from my Ohio Avenue house I asked him if he wouldn't buy that lot out there, he was in the garage business, and he said "Oh, he would think it over."

Q. Now, what do you mean by taking ashes from your house?

A. The first year I opened that house he hauled the ashes, his trucks.

Q. Is that one of the apartments houses that you have been talking about?

A. Yes.

Q. What is that known as?

10

A. The Ohio Apartments.

Q. Was he taking the ashes from there as a private matter or for the city?

A. Why, I guess as a private matter; it was an arrangement with my father.

Q. Did you pay him for doing it?

A. No.

Q. Through how long a period was he taking ashes from there?

A. Why, practically the whole first winter.

20

Q. What winter was that?

A. 1927—we opened the house in November, 1927, and it was the first part of 1928.

Q. What reply did he give you when you asked him to buy?

A. He would think it over.

Q. Ever talk about it more than once?

A. No, I don't think so. He may have.

Q. Now, do you know whether—at that time was Mr. Headley then in possession?

30

A. He was.

Q. Did Mr. Best know that?

A. I presume he did.

Q. Not presume. Do you know whether he did or not?

A. I couldn't say.

Q. Did Mr. Headley run that station this summer?

A. Yes.

Q. You know that yourself?

A. I called the Mercantile office to find out who the license was taken out, in what name, and they told me Samuel H. Headley.

10 Mr. Richards: I ask that all be stricken.

The Court: Strike it out.

Q. That is all you know about it, what somebody told you?

A. Mercantile office.

Q. Is this the receipt that you took at the County Clerk's office for the deed to be recorded?

A. It is.

20

(Receipt offered, received in evidence and marked Exhibit C19.)

Q. Mr. Doughty said, in substance, that you never had the possession of that deed, never had it in your control; is that true?

A. No, I had it ever since he gave it to me.

Q. He says that he had that deed in his bureau drawer from the time it was handed to him by  
30 Adams and Company until sometime when he missed it. I want to know from you whether, so far as you know, that deed was ever in his bureau drawer?

A. I don't think it was.

Q. Where was the bureau?

A. In the front room.

Q. Is that where you had the deed at first?

A. Yes.

Q. Did you put it there yourself?

A. I did.

Q. Did you take it out when you took it to the trust company?

A. I did.

Q. Did you ever take that deed out of his bureau drawer? 10

A. I haven't been in his bureau drawer.

Q. That is not my question. Did you ever take that deed out of his bureau drawer?

A. No.

Q. Now, he says that one of the keys that he produced is the key of his bureau drawer and the other is not but that one of the keys will unlock your cedar chest and also unlock his bureau drawer. I want you to look at these keys and tell me whether either of these keys is the key to your cedar chest? 20

A. This looks like the key to the lock that was on my chest.

Q. And this looks like, you are referring now to C16 for identification?

A. Yes.

(Key marked C16 in evidence.)

Q. Looking at the one marked C17 for identification, do you recognize that as the key of his bureau drawer? 30

A. I never saw the key of his bureau drawer.

Q. Did you ever open his bureau drawer with either of those keys or any other key?

A. I did not.

Q. I show you an envelope and the letter that I

take from it and also what Mr. Doughty said was a copy of the letter in your handwriting and I first ask you whether the three pages which he said was a copy of the letter is in your handwriting?

A. It is.

Mr. Cole: I offer that.

10

(Copy formerly marked C15 for identification, admitted and marked Exhibit C15.)

Q. I show you the letter, original letter and the envelope and ask you whether you ever saw this before?

A. The day he gave me this to make a copy of it.

Q. Did you make the copy from this letter?

A. I did.

20

(Letter previously marked C14 for identification, admitted and marked Exhibit C14.)

Q. If you know, state who opened the letter?

A. It was opened when he handed it to me.

Q. State how you came to make that copy?

A. Well, he asked me to make a copy of that letter because the contents are very incriminating.

Q. Very what?

30

A. Incriminating; Frank Davis is a notorious confidence man that my father harbored in his house for three days while the police were looking for him and it sort of incriminates my father, the contents of this letter, at the time.

Q. Are you telling your idea or what he said to you?

A. No, he asked me to make a copy of the letter, that he didn't want to keep that letter.

Q. What did you do with the letter and the copy after you made the copy?

A. Gave them both to him.

Q. Do you know what he did with them?

A. I do not.

Q. Did you open his bureau drawer and take the 10 letter and envelope and the copy out?

A. I did not.

Q. He says that he demanded of you at one time that you pay to him money on account, I think he said, of the Ohio Apartments and you said something like he could go to Hell or something, that you weren't going to make him any more payments. First, I ask you whether you made that statement to him?

A. I did not.

20

Q. He also says that you threatened him on that occasion and said that you had something that you could hold over him or words to that effect; did you ever tell him that?

A. No.

Q. Did you ever threaten him at all by reason of any evidence that you had against him?

A. No.

Q. Now, having in mind the day that you took this deed to the clerk's office to be recorded, what day 30 did you take that deed out?

A. January twenty-eighth.

Q. Out of your strong box?

A. Yes.

Q. Was there anybody with you at that time?

A. No.

Q. Now, had your relations with Mr. Doughty up to a certain point, when he says friction came about, been pleasant while you were with him?

A. Very.

Q. Had he made you gifts before he, as you claim, gave you this deed?

A. Yes.

10 Q. What had he given you?

A. He had given me several pieces of property.

Q. Real estate?

A. Yes.

Q. Did you do work about the house?

A. I did.

Q. What was the character of your work?

A. I cooked when the maid wasn't there, made the beds, fed the dogs, drove him around town, did everything he wanted me to.

20 Q. He married your mother, didn't he?

A. He did.

Q. When was he married to her?

A. November third, 1914.

Q. How soon after that did you go to live in his home?

A. As soon as they came home.

Q. How did that come about that you went there to live?

30 A. He married my mother, naturally he took me into the house as his daughter.

Q. Had you been living with your mother before her marriage?

A. Yes.

Q. So that you went with her?

A. Yes.

Q. How old were you at that time?

Mr. Richards: If your Honor please, why is this important?

Mr. Cole: May it please your Honor, I want to show the reasonableness of the claim that this property was a gift.

Mr. Richards: If your Honor please—— 10

Mr. Cole: Will you let me finish, please? And, therefore, any evidence that tends to show any reason for the gift is admissible. The weight of it, of course, is another matter. Now, if he gave other property, if he treated her as a member of his family or as a child, it is all competent to show whether there is any reason why he would have made this gift and to break down the inference that may be raised or finding of his testimony that as he 20 claimed that he never intended to deliver this deed to her.

Mr. Richards: In the first place it is their witness they are trying to break down and, secondly, it is admitted by this witness and is not going to be contradicted or denied, that he did intend to give her this property and subsequently, for reasons that appear to be quite valid, changed his mind about it. Now, then, why does it become important? 30 There is nobody disputes he intended to give her this property and he even went to the length of having the deed prepared for that purpose. Why encumber the record?

The Court: I will permit it.

Mr. Richards: The Court, I suppose, has got to read this record.

The Court: Also another reason to admit this, that is the consideration in the deed, one dollar and other valuable considerations.

- 10 Mr. Richards: Aren't they bound by that, your Honor? They are the ones introduced the deed. It seems to me that would be the very reason for keeping it out.

The Court: I will admit it.

(Question repeated.)

A. Around seventeen.

- 20 Q. When did your mother die?

A. 1918.

Q. Now prior to your going to live with Mr. Doughty had you had any business experience?

Mr. Richards: I object to that.

The Court: Sustain the objection.

- 30 Q. Was your father alive during the time of the marriage?

A. He was.

Q. Your mother had been divorced?

A. Yes.

Q. Had you thought anything of returning to your father?

Mr. Richards: I object.

The Court: Sustain the objection.

Q. Do you know of any promise made by Mr. Doughty to your mother before she died concerning the care or maintenance or what not that he would give you?

10

A. She requested—

Mr. Richards: Wait a minute. I object.

The Court: Sustain the objection.

Q. Did you hear Mr. Doughty promise your mother, before she died, as to what he would do for you if you remained with him after she died?

20

Mr. Richards: I object to that question unless it relates to this specific piece of property.

The Court: I will sustain the objection.

Q. Now in what way did you receive the checks that were drawn to you by Mr. Headley in payment of the rent?

A. They were sent in the mail and when my father opened the letters he gave them to me.

30

Q. Did he ever make any claim to you that he did not intend to give you that property unless you built upon it?

A. He did not.

Q. Did he ever ask you to build on that property?

A. There was some discussion.

Q. Did you have anything to do with the negotiations of the lease between Mr. Headley and Mr. Doughty?

A. No.

Q. Did you have possession of one copy of the lease between Headley and yourself?

A. I did.

10 Q. About when did you get that lease?

A. The day Mr. Headley signed it in our house.

Q. Is that where it was signed?

A. Yes.

Q. At your home?

A. Yes.

Q. What did you do with that lease after you, immediately after you got it?

A. Took it upstairs and put it in my bureau drawer.

20 Q. Did you afterwards return it to Mr. Doughty?

A. I did at his request.

Q. I asked you whether you did or not, first?

A. I did.

Q. How did you come to deliver it to him?

A. Mr. Headley owes me four hundred dollars back rent to last September and my father asked me to give him that lease, that he would try and get that four hundred for me.

Q. And did you hand it to him?

30 A. I did.

Q. Did you ever get it back from him?

A. I did not.

Q. Do you recall when it was that your father asked you to hand him that lease that he might collect the rent?

A. It was sometime around the first of December,

Q. Of what year?

A. Of 1928.

Q. Did you ever thereafter ask Mr. Headley to pay this rent?

A. I did.

Q. More than once?

A. Once that I remember.

Q. What did you say to him?

10

A. I met him outside of the Guarantee Trust Company and asked him if wasn't a consideration due me on the gasoline station up until September 1928, and he said there was but Mr. Doughty told him not to pay it to me.

Q. And you haven't since collected it, I suppose?

A. No.

Q. Had Mr. Doughty said anything to you, and, if so what, about giving you the land described in this deed before he handed you the deed?

20

A. Yes.

Q. How long was that before?

A. Oh, I guess practically a year.

Q. What did he say to you, if you can recall?

A. We were riding around and passed there and he said that it was in litigation and if he won it from the Sweeneys he would give it to me.

Cross-examination.

30

By Mr. Richards:

Q. Mrs. Naame, you got this deed on the day that it was dated?

A. I think so.

Q. Right fresh from Mr. Doughty having it executed?

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

Q. You said that was Saturday afternoon?

A. I think it was Saturday noon.

Q. Did he tell you that he had just executed the deed?

10 A. I don't remember that.

Q. Well, how did you know that he had just executed it and brought it home if he didn't tell you?

A. He brought it home and handed me the deed and said "Here is the deed to your property."

Q. What had that to do with his having just executed the deed? Did you look at the date on the deed, is that what you mean?

A. No, I don't remember at that time.

20 Q. Well, you heard Mr. Doughty's testimony, he said it laid in C. J. Adams' office for a couple of months. Do you know whether it did lay up there or not?

A. I don't.

Q. But you have said, in answer to your counsel's question, that this lease or this deed was brought home and given to you at the time it was executed?

A. I presumed it was.

Q. But it is only a presumption on your part?

A. Yes.

30 Q. You don't know at all?

A. He brought it in the house and gave it to me.

Q. That is all that you know about it?

A. Yes.

Q. Well, you don't know then, whether the day that he gave it to you bore any relation whatsoever with the time when it was actually executed, do you?

A. No.

Q. Then why did you testify, in answer to your counsel's question, that he gave it to you the same day it was executed?

A. It was my presumption.

Q. It was just, then, a presumption, had no basis in fact at all, is that right?

A. Yes.

10

Q. Now the fact that you have switched to this presumption business hasn't anything to do with the fact that I have a calendar in front of me, has it, that you have seen?

A. No.

Q. And it was very evident that the day that you suggested wasn't Saturday?

A. No, I think he brought it home on a Saturday and gave it to me.

Q. Now you say that you had the deed in your possession for a couple of months in your bureau drawer?

A. Yes, some time; I don't know just how long.

Q. And then you had it recorded?

A. No.

Q. I mean you had it and put it in the box?

A. Yes.

Q. Without having it recorded is what I meant to say.

A. Yes.

30

Q. Why didn't you have it recorded?

A. I thought it was legal; he had signed it before a notary.

Q. Didn't you know that deeds have to be recorded?

A. I did not.

Mr. Cole: Object. That is not so, as a matter of law.

The Court: It is answered; she did not.

Q. She said she didn't know. Did you know that it was the usual and customary thing to have them  
10 recorded?

A. No, I thought that was, do that at your own free will.

Q. Did you know why deeds were recorded?

A. No.

Q. Had you ever had any other deed recorded?

A. No.

Q. You haven't?

A. No.

Q. Did you ever know of any deed to you that had  
20 been recorded?

A. They were recorded when they were given to me.

Q. By whom?

A. C. J. Adams sent them up, I guess. I don't know.

Q. You saw the fact that they were recorded in the county clerk's office written on the back of them, didn't you?

A. I guess so.

30 Q. Well, now you had at this time some three other pieces of property, didn't you?

A. Two other pieces of property.

Q. Three as a matter of fact?

A. When he gave me that deed?

Q. Yes.

A. No, two.

Q. When he gave you this deed you only had two, which two?

A. 206 and 8 North New Jersey and 701-19 Baltic.

Q. Now you got the 701-19 Baltic in two different transactions, didn't you?

A. That is one transaction and 206 and 8 North New Jersey is the other.

Q. Did you get only one deed covering the prop- 10  
erties from 101 to 119 Baltic?

A. I did.

Q. You sure of that?

A. Yes.

Q. I have given you the wrong—I didn't mean to mislead you—I said 119. You didn't mean that, you mean—

A. 701.

Q. 701 to 719?

A. Yes. 20

Q. Now, are you sure that there was only one deed covering that?

A. On Baltic Avenue, yes. I have a deed 206 and 8 North New Jersey, too.

Q. You remember testifying two or three weeks ago in this court concerning deeds to these other properties, don't you?

A. Yes.

Q. In the other suits?

A. Yes. 30

Q. Is it possible that you can't remember now that there were three deeds to those properties?

A. It is because I only have two.

Q. How big is the property over on Baltic Avenue?

A. 100 by 150—the property on Baltic is 65 by

150, irregular and 85 by 150 irregular, I don't know which.

Q. You say, when the first one of these properties were given to you, you didn't have anything to do with its recording?

A. I did not.

Q. Do you know offhand the date of the deed for  
10 the first property?

A. 1922.

Q. Do you know when it was recorded?

A. No, I don't.

Q. The search appears to be it was recorded on April 6, 1923. Now, have you any explanation to offer why that deed was held up from record?

Mr. Cole: Please your Honor, I object to that, being irrelevant and not cross-examination.

20

The Court: Sustain the objection.

Q. Do you remember the date of the deed to the second property?

A. I do not.

Mr. Cole: Object to that as being not cross-examination and irrelevant. What difference does it make?

30

The Court: I will admit that, the date of the second deed, if she knows?

A. No.

Q. The search seems to show it was September 19, 1925; would that be about the right date?

A. I guess so. I don't know anything about it.

Q. It seems to have been recorded on March 4, 1926. Can you explain why it was not recorded at the time it bears date?

Mr. Cole: Since your Honor overruled it, I think it won't be necessary for me to renew the objection?

10

The Court: Yes, it is a different question and counsel doesn't object; I assume he has no objection.

A. No, my father attended to that.

Q. And that is your only explanation?

A. Yes.

Q. After these deeds were—were these deeds given to you immediately?

A. I couldn't say.

Q. Don't you remember that?

20

A. No.

Q. The best that you can say is that they were turned over to you about the time that he gave you the property, isn't that correct?

A. I—yes, I guess so.

Q. And you had these in your possession?

A. They came back from C. J. Adams recorded and I put them in my box.

Q. That is all that you know about them?

A. Yes.

30

Q. Well, why was it that you suddenly decided, in December of 1928, to take this deed out of the safe deposit box and record it?

Mr. Cole: Witness didn't say December; she said January.

The Court: Yes.

Q. Then January?

A. I testified someone told me it should be recorded.

Q. Who was it that so advised you that it should be recorded?

10 A. Henry Kuehnle.

Q. How did he know that it had not been recorded?

A. We were discussing it.

Q. Did you tell him that it had not been recorded?

A. I told him I didn't know.

Q. How did you come to discuss this deed with Kuehnle?

A. I answered Judge Cole that I had heard that my father was negotiating or had sold it and was talking it over with Mr. Kuehnle and said "I have a  
20 deed to that ground." He said "Is it recorded?" I said "I don't know." He said "You better get it out of your box and see."

Q. Then you got it and saw it wasn't recorded?

A. And took it up to the office.

Mr. Salsburg: Clerk's office?

A. Clerk's office.

30 Q. At that time you knew or at least had information that Mr. Best had bought the property or was negotiating to buy it?

A. Yes.

Q. Did you have a search made to discover whether or not he had bought the property and had a deed on record?

A. Not at that time.

Q. You thought that you had the complete title to this property, didn't you?

A. I did.

Q. Did you make any effort to warn Best?

A. No, he knew it was mine.

Q. How did he know that?

A. I was talking to him one day at the Ohio Apartments.

10

Q. What was it you said on that occasion to Best?

A. I don't remember the exact words but he asked me where my father was and I told him I guess he was home and then we discussed different things and finally I knew he was in the business and asked him why he didn't buy that property of mine at Maryland Avenue..

Q. In what business?

A. In the garage business.

Q. Did he have a garage at that time?

20

A. He was always more or less connected with the garage business all his life, hasn't he been?

Q. You going to cross-examine me now, Mrs. Naame?

A. No. My error, Senator.

Q. Do you know whether at that time he owned a garage at all?

A. No, I can't say I do.

Q. Then, why was it you asked him to buy this property for a garage?

30

A. Why, he was always associated with his uncle and I thought possibly they could use that out there.

Q. Why didn't you go to Mr. Headley and ask Mr. Headley why he didn't buy the property, he was already the renter there?

A. I don't know why I didn't.

Q. Did you ever go to anybody and ask them to buy this property?

A. Not outside of Mr. Best.

Q. Have you talked over this case with anybody?

A. When? You mean now?

Q. Since the time you first talked to Mr. Kuehnle about the recording of this deed?

10 A. Not that I remember.

Q. Anybody ever tell you that you would have to get into this record that in some way you had warned Best of the fact that you held this property?

A. No.

Q. They haven't?

A. No.

Q. But what was it you said to Best, as near as you can recall, in your own words, on the occasion when you asked him to buy this property?

20 A. I don't recall what the words were. It has been too long ago.

Q. Did you say to him, "Why don't you buy the Headley property?"

A. No.

Q. Did you say to him "Why didn't you buy the property out there at Adriatic Avenue?"

A. My property out there.

Q. Did you describe what property you owned?

A. No, he knew it.

30 Q. How did he know it?

A. He had been associated with my father and myself quite some time.

Q. How did he know that you owned the property?

A. Why, I don't know.

Q. At that time you didn't tell him that you owned the property, did you?

- A. I did.
- Q. You did?
- A. I asked him why he didn't buy my property.
- Q. Without referring to any particular piece of property?
- A. He knew the piece we were referring to.
- Q. Why, at that time you owned a property on Baltic Avenue, didn't you? 10
- A. Not a gasoline station.
- Q. Were you discussing a gasoline station?
- A. No, but that was usually his business.
- Q. Now, a few minutes ago you said he was in the garage business; now, which is it?
- A. Garages sell gasoline.
- Q. Very likely, but a garage isn't a gasoline station.
- A. No.
- Q. And that is what this property consisted of, a 20 gasoline station, didn't it?
- A. Yes.
- Q. Had been improved for that purpose?
- A. Yes.
- Q. Then why did you ask Best to buy your property?
- A. I thought it would make a good garage out there.
- Q. And did you tell him what property you meant?
- A. Maryland and Drexel. 30
- Q. Did you say Maryland and Drexel?
- A. I think I did.
- Q. Now, then, the conversation seems to be that you said to Mr. Best on this occasion "Why don't you buy the gasoline station at Maryland and Drexel Avenue from me?" or put it the other way

around, "Why don't you buy my property, the gasoline station at Maryland and Drexel Avenue?" is that what you told him?

A. I don't think I used those words.

Q. As a matter of fact you never mentioned the words "Maryland and Drexel Avenue," did you?

A. I think I did.

10 Q. In this conversation?

A. I think so.

Q. Why did you mention Maryland and Drexel Avenue when you have already said that he knew what property you owned out there?

A. I don't know any particular reason.

Q. Was it just because I asked you?

A. No.

20 Q. Did you—you say you made no effort to find out whether Mr. Best had actually purchased the property?

A. No.

Q. But you knew in January and before the twenty-ninth of January that your father was undertaking to sell this property to Best.

A. I had heard it.

Q. And you didn't warn Best that you claimed this property?

A. No.

30 Q. And you never warned him not to pay any part of the consideration to your father?

A. No.

Q. Now, at the time that you got this deed out of the safe deposit box and sent it for record you were still living at home, weren't you?

A. I was.

Q. Did you speak to Mr. Doughty about it?

A. I did not.

Q. Why not?

A. I didn't think it was necessary.

Q. Why, Miss Dobbin, do you mean to say that, having heard that he was selling your property to someone else, you didn't think it was necessary to speak to him about it?

A. No, I had the deed and I didn't think he could 10  
sell it.

Q. Did you ask for any explanation about it?

A. I did not.

Q. Was it—did you think that if you talked to him about it that he might do something to prevent you recording the deed or something of that kind?

A. No.

Q. It was just because you didn't think it was any business of his, is that it?

A. Yes.

20

Q. You weren't trying to conceal the transaction from him, were you?

A. No. Why should I?

Q. I don't know. I am only asking you, trying to find out. You didn't undertake in any way to conceal from him the fact that you were recording this deed?

A. No. It was mine.

Q. When you took it to the clerk's office you asked to have it recorded, I presume?

30

A. I did.

Q. Then did you tell them what to do with the deed after it was recorded?

A. To return it to me.

Q. Did you say you would call for it there?

A. No.

Q. How were they to return it to you?

A. I gave them my address.

Q. You did?

A. I did.

Q. South Indiana Avenue?

A. No.

Q. Where did you tell them to return it to?

10 A. 20 and 22 North Ohio.

Q. You weren't living at 20 North Ohio, were you?

A. I expected to be out of 12 South Indiana Avenue in a few days.

Q. In anticipation of that you told them to return it to the Ohio Avenue address?

A. All my business mail goes there.

Q. It does?

A. Yes.

20 Q. And it wasn't because you didn't want Mr. Doughty to find out about it that you told them to return it to Ohio Avenue?

A. No.

Q. Now, about this letter which is now, I think, Exhibit C14, you thought that that letter was in some manner a damaging or incriminating letter, didn't you?

A. From reading the contents I did.

30 Q. Thinking that it was an incriminating letter you threatened Mr. Doughty that if he persisted in these suits you would publish the letter, didn't you?

A. I did not.

Q. Or if he undertook to enforce what he claimed was a claim against the Ohio Avenue property you would publish the letter?

A. I did not.

Q. You didn't?

A. No.

Q. You never made any threat like that?

A. No.

Q. What was it you thought was so damaging or incriminating about the letter?

A. Knowing his association with Mr. Davis on previous occasions I thought it was a rather damaging letter. 10

Q. Did you know Mr. Davis?

A. He kept him in his house three days while the police were looking for him. I helped cook for him.

Q. You did?

A. I did.

Q. And you knew the police were looking for him?

A. I did.

Q. On what charge were they looking for him?

A. Some confidence game about a hold-up on the boardwalk; it was all in the papers. 20

Q. And you knew that the police were looking for this Mr. Davis?

A. I did.

Q. There was a warrant out for him?

A. I imagine there was.

Q. And you didn't inform the police?

A. Why go against my father's wishes?

Q. I am not asking you that. I am asking you whether you informed the police of the fact that this man for whom they were looking was in your house? 30

A. Not in my house, my father's.

Q. Your father's house?

A. No, I didn't inform them.

Q. When was it Mr. Davis was hid in the house?

A. Quite some time ago; I don't remember just what year; after my mother's death.

Q. The letter was a letter asking Mr. Doughty to dispose of some securities through the bank of which he was a director, wasn't it?

A. Yes.

Q. Was there anything in the letter to show that  
10 the securities had been stolen or otherwise illegally obtained?

A. No, they were to get the money here and take the man back to Chicago.

Q. I asked you if there was anything in the letter that would indicate that the securities had been either stolen or illegally obtained?

A. No.

Q. Now, you say that you made this copy at the request of your father?

20 A. I did.

Q. And that he wanted the copy because he thought the letter was a dangerous letter for him to have?

A. He didn't say that much but that was the impression.

Q. What did he say?

A. Asked me to make a copy of the letter; he wanted to destroy the other one.

Q. Well, when was it you made the copy with re-  
30 lation to the date of the letter?

A. I don't remember just the date.

Q. Was it soon after the letter was received.

A. I imagine it was a couple of weeks.

Q. Now, you say that you gave the copy and the original to your father?

A. It was left on the desk where I wrote it.

Q. Why, you don't mean to say that you left this highly dangerous letter laying around loose for anybody to see, do you?

A. No; we were both there together and I left it on the desk; he picked it up, I guess.

Q. Did you see him pick it up?

A. I don't remember right now.

Q. Did you ever see this copy, Mrs. Naame, afterwards? 10

A. No.

Q. Never had it in your possession?

A. Saw it today.

Q. While you were in the house did you ever have it in your possession?

A. No.

Q. Could it possibly have gotten on your bureau?

A. It may have; I don't know.

Q. Did you see it there on the day you left? 20

A. I did not.

Q. But you did think that this letter would be a very damaging letter if it became public, didn't you?

A. I do.

Q. You did then and you do now?

A. Yes.

Q. At the time that this letter was received and you copied it, you were having very serious difficulties with your father, weren't you, or stepfather, rather? 30

A. I don't remember any particular incident.

Q. Hadn't you started to fuss with your father and he with you about the mortgage on the Ohio Avenue apartment?

A. No.

Q. Hadn't there been rather heated arguments concerning Mr. Naame?

A. After the first of December.

Q. All right, when did you have the first quarrel with Mr. Doughty about the building and loan mortgage on the Ohio Apartments?

A. I never had a quarrel.

10 Q. You refused to sign the mortgage, didn't you?

A. I did not.

Q. You didn't?

A. There was no mortgage to be signed.

Q. Hadn't he undertaken to negotiate a mortgage loan on the Ohio Apartments?

A. Not with my consent.

Mr. Cole: Please your Honor, I want to object to this line of cross-examination. Of course, it may  
20 be it is justified upon the notion of her mental attitude toward him, but as strict cross-examination I think it is not.

The Court: I will admit it.

Q. Didn't he ever bring to your attention the fact that he had negotiated such a mortgage and want you to execute it?

A. He did not.

30 Q. And you never refused to execute it?

A. I did not.

Q. So far as you know he never undertook to negotiate a seventy-five thousand dollar mortgage upon the Ohio Apartments and never asked you to execute such a mortgage?

A. I heard Mr. Lord testify in the other case.

- Q. That was the first you ever heard of it?  
A. Yes.
- Q. You said, I think, that you knew at the time that Mr. Headley had leased the gasoline station?  
A. I knew at the time.
- Q. Yes.  
A. I met him the day I signed the lease.
- Q. Where did you meet him? 10  
A. 12 South Indiana Avenue.
- Q. And you signed the lease there?  
A. I did.
- Q. And he signed it there?  
A. I presume he did.
- Q. Don't presume, a minute ago, a little while ago you said he did.  
A. I am sure he did.
- Q. Couldn't be mistaken about that now?  
A. My father and he and I were all there together 20 when the lease was signed, that is the first time I met Mr. Headley.
- Q. And you saw him sign the lease and he saw you sign the lease, is that right?  
A. Yes, I think so.
- Q. That is how he knew to pay you the money, wasn't it?  
A. He gave me the first check.
- Q. Right then and there?  
A. I think that same day or told me not to worry 30 about the money, that it would be good.
- Q. And then when was it that you met him up at North Carolina Avenue and Atlantic and had this conversation about the money he owed you?  
A. It was around—I had come from Judge Cole's office, I had been in Judge Cole's office, and was

waiting in the car; it was around the fifteenth of February, sixteenth, sometime around there, 1929.

Q. And he told you that or you asked him for the four hundred dollars he owed you?

A. I asked him if there was a consideration due me up to last September.

Q. What did you mean by a consideration?

10 A. The rent.

Q. That is what you meant, that he owed you rent?

A. Yes.

Q. Did you ask—did you tell him how much he owed?

A. No.

Q. Was any sum mentioned?

A. No, I don't think there was.

Q. How much did he owe you?

A. To my figures, four hundred dollars.

20 Q. And he told you that he did owe you the rent but that Mr. Doughty had told him not to pay it to you?

A. No, he smiled and said that my father said not to pay me any more money.

Q. On your direct examination you said that he said that he owed you the rent but that your father told him not to pay it?

A. He admitted he owed me the rent but my father told him not to pay me.

30 Q. What rent did you claim that was due?

A. From May until September.

Q. Of 1929?

A. Eight.

Q. Was his lease up in September?

A. No.

Q. Why didn't you claim the rent up until the time the lease was due—expired?

Mr. Cole: Objected to as not cross-examination.

The Court: Sustain the objection.

Mr. Richards: Your Honor please, I think it is 10 proper cross-examination, her credibility in this matter.

The Court: Sustain the objection.

Q. Was the amount that you claimed due the full rent up until the time of the expiration of the lease?

A. No.

Mr. Cole: Also object it is not cross-examination. 20

The Court: I will permit that.

A. It wasn't as I understood it.

Mr. Richards: Please give counsel a chance and opportunity to object. Even Judge Cole, as quick as he is, doesn't seem to be able to stop you and I know I can't.

30

Mr. Cole: I object to the comment.

The Court: Yes.

Q. The demand you made then wasn't for the rent up until the expiration of the lease?

A. No.

Q. Why didn't you demand the rent up until the time of the expiration of the lease?

Mr. Cole: Object to that as not cross-examination. I think your Honor sustained the objection a moment ago.

10

The Court: I think I did but in view of the previous question I will admit.

A. There was some talk of releasing it.

Q. Who was the talk with?

A. My father.

Q. Did your father tell you why he was going to release Mr. Headley?

A. Mr. Headley claimed he was losing money all  
20 the time.

Q. And your father said he was going to cancel the lease?

A. My father and he talked it over; I had nothing to do with it.

Q. What did your father say to you about it?

A. That we would release Headley.

Q. And you didn't object to that, did you?

A. I never objected to anything he did.

Q. Now, you say that there was some discussion  
30 about building upon this property between Mr. Doughty and yourself? What was that discussion?

A. We thought at first it would be a good site for an apartment house, but afterwards decided that it was not.

Q. There had been built some apartment houses,

colored apartment houses, upon these other properties that Mr. Doughty had given to you?

A. Yes.

Q. And without my opening that discussion as to how they were built and financed, the idea was to build another apartment house upon this piece of land, is that correct?

A. No, after he gave me the deed, we talked it over and we decided that it was too far out. 10

Q. What I am getting at is, the discussion was over building a similar apartment house to those already built?

A. Yes.

Q. Without, I say, discussing the question of whether the money was to be advanced or given?

A. No.

Q. There came a time when you decided that wasn't a good business venture, is that correct? 20

A. We discussed it one day and dismissed it the next.

Q. When was it you discussed it?

A. After I had opened the buildings on Baltic Avenue.

Q. But when was that?

A. I just don't remember.

Q. Was it before or after you had started the Ohio Apartments?

A. I think it was before. 30

Q. Wasn't the moving consideration the fact that the project of the Ohio Apartments came up?

A. No.

Q. Had nothing to do with that?

A. No.

Q. Didn't you drop the idea of building on this

plot because you decided to acquire the land to build on Ohio Avenue?

A. No, we didn't go into it that far.

Q. Why did you dismiss the idea of building this apartment house?

A. We discussed it one day and then there is one further out Tennessee Avenue that has so many  
10 vacancies in the winter, we just simply thought, well, it is a poor project, why should I build out there.

Q. How far is this plot from the apartments that you do own on Baltic Avenue?

A. About four or five blocks, of course you can go out the boulevard, it is shorter; about three blocks out the boulevard.

Q. About three blocks from where the other apartments were built?

A. Yes.

20 Q. And they at that time were a paying project?

A. At that time.

By Mr. Cole:

Q. When was the first trouble between you and Mr. Doughty? Fix the date as near as you can.

A. Last Thanksgiving.

Q. 1928?

A. Yes.

30 Q. Now, without—I don't want all the talk about what took place, but what was it about?

A. Mr. Naame.

Q. What in relation to Mr. Naame?

A. About my going around with him.

Q. Is that the Mr. Naame whom you subsequently married?

A. Yes.

Q. In what month?

A. February.

Q. Now, when did you actually leave his home?

A. About fifteen minutes before I was married; I left there to get married.

Q. Did he on that day have papers served on you in two suits he had brought in the Court of Chancery 10 against you?

Mr. Richards: I object to that.

The Court: What is the objection?

Mr. Richards: It is immaterial whether suits he brought or when he brought them.

The Court: I will permit it if that is the objec- 20 tion.

Mr. Richards: The other objection, if your Honor please, is that, of course, this isn't re-direct examination.

The Court: If that is the objection, I will sustain the objection.

Q. Had you any business experience before you 30 went to live with Mr. Doughty?

A. I left the convent—

Mr. Richards: I object to that because he certainly asked the question on direct examination, to begin with.

The Court: He did ask it on direct examination and it was overruled. On cross-examination you brought the matter out and this is, therefore, now admissible. You inquire why she had not recorded, if she knew what recording was for, &c.; that is not exactly the question, but the substance. Admitted.

10

Q. Had you had any business experience before you went to live with Mr. Doughty?

A. I was in a convent until I went to live with him.

Q. Did you have any business experience during the time that you were living with him other than the transactions you had with him?

A. No.

20 Q. Had you ever, before the time he gave you the deeds for the several properties, had any property deeded to you?

A. No.

Q. Had you ever owned any property before?

A. No.

Q. Had you been in any kind of business?

A. No.

Q. Concerning Mr. Davis, had you met him at all or known him before he came to Mr. Doughty's home?

30 A. No.

Q. He introduced you?

A. Yes.

Q. By the name of Davis?

A. Yes.

Q. How long was it after he was in your home, Mr. Davis, when this letter was received?

A. Oh, that must have been five or six years.

Q. Had you seen Mr. Davis in the meanwhile?

A. He had been in Atlantic City, yes.

Q. Had he been at your home?

A. Yes, had other dealings with my father, not to stay.

Q. You mean the first time that he stayed over night?

10

A. He stayed three days.

Q. And nights?

A. Yes.

Q. Then you say he had been there after that?

A. Yes.

Q. Did he stop over night?

A. No.

Q. How many times?

A. Well, I couldn't say how many times he called because I wasn't home every day.

20

Mr. Cole: Please your Honor, I would like to either have the stenographer record in the evidence the contents of the letter or else have the letter remain here so that there will be no question about it being in the record.

The Court: It should be read into the record.

30

(Exhibit C14 read as follows:

“The Pratt Lane,  
1246-1248 Pratt Boulevard,  
Chicago, Monday.

Mr. Somers Doughty.

10 My dear Friend:

I have a party who has \$108,000 of Liberty Bonds which are “registered” in his own name. He also has a draft for thirty thousand. Can you arrange to handle same. You will get (5%); bank must handle bonds—paying same—or making loan—I just want to bring him there to get his money, as we will bring him out west to close our business. Let me know as soon as possible as I will be ready this Thursday, Nov. 15. This is a very nice piece  
20 of business and you can be sure after he gets his in there you will not hear anything more about it. Kindly consider this, Mr. D. You can phone me here Brigade 4801 apt. 1106—C. E. Davis or wire me Pratt Lane Hotel Chicago—yes or no I will call you Wednesday at 10 P. M. your time—for answer—Many thanks for past and present favors,  
Sincerely yours, Frank Davis.

(Special Delivery letter) “Mr. Somers Doughty,  
30 11 South Indiana Avenue, Atlantic City, N. J.  
F. Davis, The Pratt Lane, 1246-48 Pratt Boulevard,  
Chicago.”)

MISS EDITH CROUCH, sworn.

Direct examination.

By Mr. Cole:

- Q. Miss Crouch, where do you live? 10  
A. 1736 Atlantic Avenue.  
Q. Atlantic City?  
A. Yes.  
Q. How long have you lived in Atlantic City?  
A. Thirty years.  
Q. How old are you?  
A. Thirty-eight.  
Q. Do you know Mrs. Naame?  
A. I do.  
Q. How long have you known her? 20  
A. Since 1914.  
Q. Do you know Mr. Doughty?  
A. I do.  
Q. How long have you known him?  
A. Several years before that.  
Q. Do you remember when Mrs. Naame, who was  
then Miss Dobbin, went to live with Mr. Doughty?  
A. I do.  
Q. Did you know Miss Dobbin's mother?  
A. I did. 30  
Q. Did you visit the home of Mr. Doughty?  
A. Almost every day.  
Q. Did you eat at the table?  
A. Very often.  
Q. Did you associate with Mr. Doughty in a  
general sort of a way?

A. Yes, if they took any trips I always went with them.

Q. What kind of trips would they take when you would go with them?

A. Automobile trips, day trips.

Q. At whose invitation did you go?

A. Sometimes Mr. Doughty's, sometimes Miss  
10 Dobbin.

Q. Now, do you know this property at Drexel and Maryland Avenues in question here?

A. I do.

Q. In any of your trips did you pass this property?

A. Almost every time we came home.

Q. Was Mr. Doughty with you?

A. Always.

Q. On any occasion when you passed this property  
20 did Mr. Doughty say anything to you or in your presence about it?

A. He often said as we passed, on our way up to the Savoy, "Here is another property I give Isabel" or something to that effect.

Q. Do you recall during what year or years those statements were made?

A. 1927 and 1928.

Q. Now, do you know whether this Mrs. Naame has a strong box in the Atlantic Safe Deposit and  
Trust Company?

30 A. I do.

Q. Has she any papers of yours in that box?

A. She has.

Q. What papers?

A. My mother's will and she did have some building and loan certificates, but I took them out.

Q. Now, do you recall when you gave her your mother's will to put in the box?

A. I think it was either the latter part of January or the first of February, 1927.

Q. State the circumstances.

Mr. Richards: I object to it, if your Honor please; I don't think it is important. 10

Mr. Cole: Certainly a statement as to how the will was placed there and the same time she knew about the box.

Mr. Richards: We will take her word for the fact she put the will there.

Mr. Cole: Please your Honor, I don't care about that; the question is whether this testimony is competent. 20

The Court: I think not. I will sustain the objection.

Q. Were you with her when she went to the Atlantic Safe Deposit and Trust Company to deposit your mother's will?

A. I was.

Q. Did she have with her any other paper than that will? 30

A. She had the deed to Maryland and Drexel.

Q. How do you know she had the deed?

A. I saw it.

Q. When did you first see that deed?

A. A few days after she got it in her house, she showed it to me.

Q. Where did you meet her on the day that you together went to the Atlantic Safe Deposit and Trust Company?

A. I called for her at her house.

10 Q. How did it come about that this will of your mother's was placed in her strong box?

A. We didn't have any box and she offered to put it in for us, so she said she would take it up when she went up the next day, so she said she wanted to take her deed up, so I went with her.

Cross-examination.

By Mr. Richards:

20 Q. You knew that the deed she had was the deed for the Maryland and Drexel Avenue property, did you?

A. I did.

Q. How did you know that?

A. She showed it to me.

Q. Did you read it?

A. I did.

Q. All the way through?

30 A. Read the signatures and where it was; I had seen it before.

Q. But on this occasion you read the signatures and you read the description?

A. I did.

Q. Where were you standing when you read it?

A. In the bank; she went in the vault and I stayed out in the bank.

Q. And you had the paper in your hands and read the deed?

A. I did.

Q. While she went in the vault?

A. No, she took it with her, that is, before she went in the vault.

Q. Well, why did you read it?

A. She showed it to me; that is all. 10

Q. Ask you to read it?

A. She always showed me all her business papers, so I read it.

Q. I didn't ask you that. I asked you if she asked you to read the deed?

A. I don't remember whether she asked me to but I know I did.

Q. Was it in an envelope?

A. It wasn't when she showed it to me; I don't know whether she put it in an envelope or not. 20

Q. Did she take it out of an envelope?

A. Couldn't say.

Q. Now, do you personally remember any of the contents of the deed?

A. No.

Q. You did, though, examine the description in the deed?

A. That is something like Maryland and Drexel, I can't remember what it was.

Q. Well, you read the description? 30

A. I suppose I did.

Q. You remember where that was in the deed?

A. I can't say.

Q. Do you remember what page of the deed it was on?

A. No.

- Q. But you examined the signatures on the deed?  
A. I saw it was signed.  
Q. Who was it signed by?  
A. Somers Doughty.  
Q. You said a minute ago you examined the signatures on the deed; what other signatures were there besides?
- 10 A. Lucius Wright.  
Q. Who?  
A. Lucius Wright, I think it was.  
Q. You examine his signature?  
A. I saw it there.  
Q. Why did you do that? What called your attention to the fact that Lucius Wright had signed his name on the deed?  
A. No particular reason; I just saw his name there. He was the notary.
- 20 Q. You have seen the deed since, haven't you?  
A. Not since the day she put it in the box.  
Q. You have seen it during the course of this trial?  
A. I saw it—I didn't see it, no.  
Q. You have never seen it since that day?  
A. I never have.  
Q. Have you discussed its contents with anybody?  
A. No.  
Q. Did you discuss this testimony with anybody
- 30 prior to your being on the State?  
A. I did not.  
Q. How did Judge Cole know how to ask you these questions? Do you know that?  
A. At the other hearing Miss Doughty said she took the deed and I knew she didn't because she had it in the box.

Q. Then you called her attention to the fact there was some discrepancy between her testimony and the facts about it?

A. I don't know.

Q. At the other trial, I mean, is that right?

A. I don't remember.

Q. What did you mean by your answer just a minute ago?

10

A. Well, this letter was brought up, I remember.

Q. And you called her attention to something that she had said in her testimony?

A. She asked me to tell I was with her the day she put it in the box.

Q. She asked you to tell that she had, that you were with her the day that it went in the box, is that right?

A. I offered to do it.

Q. That is all.

20

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JOSEPH A. NAAME, SWORN.

Direct examination.

By Mr. Cole:

Q. You are the husband of Mrs. Naame, the complainant, are you?

30

A. Yes, sir.

Q. Do you know Mr. Doughty?

A. I do.

Q. How long have you known him?

A. From 1925 to the present date.

Q. Do you know the property at Drexel and Maryland Avenues in question here?

A. I do.

Q. Did Mr. Doughty at any time say anything to you and, if so, what, as to what disposition he had made of that property?

10 A. When I first met him on the lot, he told me the lot, he had with the Sweeneys, I knew one of the Sweeneys was involved in the case and he told me about it, was some question about the division of the land and a lot of stuff about the Sweeney family and one thing another. He told me, he says, "If I win this suit"—

Mr. Richards: There is no question like that pending.

20 The Court: Yes.

Mr. Cole: There is but a lot of preliminaries.

The Court: I think now is the only responsive part.

Q. Getting now to answering the question.

(Question repeated.)

30

Mr. Richards: It hasn't anything to do with what he is saying now.

The Court: Yes, it may proceed.

A. Telling that this lot was in litigation, if he

happened to win the suit he was going to make this as a gift to his daughter and I may possibly have another job to put another apartment up.

Mr. Richards: I ask the answer be stricken because that certainly is not responsive to that question.

10

The Court: In what way is it not?

Mr. Richards: Because the question involves, he asked him what disposition he had made, what he did, not what he was going to make of it.

(Question repeated.)

The Court: That is true, yes. I will sustain the objection and let it be stricken. I didn't understand 20 the question that way.

Mr. Richards: That is what I was trying to get at in the first place.

Q. Did Mr. Doughty ever say anything to you as to what disposition he intended to make of that property?

A. He did, sir.

Q. What did he say?

30

Mr. Richards: I object to that because what his intentions may be is not evidential; it is what he did.

The Court: I will admit it however.

A. He told me in case he won this lot he was going to give this lot to his daughter as another gift and that I may have another job building an apartment house on it.

Q. Now, did there come a time when you knew or had been told that he had made a deed to this property to his—Miss Dobbin?

10 A. Yes, sir.

Q. When was that first you knew of it?

A. That first I knew of it, I went—he called me up to his house one day and we talked over the advisability of an apartment on the lot and he said that he won the case now and that he already given the land to his daughter and that what I thought of an apartment on there. And we talked pro and con about the apartment and I told him probably it wouldn't be out there inasmuch as there was one  
20 out north didn't pay, I would like the job, but I couldn't very well recommend him to build an apartment there. He said, "However," he said "why you better build something on it to carry the lot" and I did build a gasoline station on there for him.

Q. For whom did you build a gasoline station?

A. The gasoline station I was paid by Mr. Doughty.

Q. How much money was spent on the building?

A. The best of my recollection was somewhere  
30 about fifteen hundred dollars, fourteen or fifteen hundred dollars, in that neighborhood.

Cross-examination.

By Mr. Richards:

Q. He told you that if he was successful in the litigation he would give the, he intended to give the lot to Miss Dobbin?

A. Correct.

Q. Did he tell you that the litigation was then pending? 10

A. It was.

Q. And that it had not been brought to a conclusion?

A. Correct.

Q. Do you know when it was brought to a conclusion?

A. To the best of my recollection I think it was sometime either late summer or early fall of 1926.

Q. You knew when it was concluded? 20

A. No, not definitely.

Q. You didn't?

A. He told me it was concluded.

Q. You knew from what he told you?

A. Yes.

Q. At that time you were doing other work for him?

A. I can't remember whether I was at that particular time or not, I had just finished something, I think I had just finished the last building. 30

Q. He told you that now the way was clear to consider the building of the other apartment house?

A. That is right and I had a tentative plan for that lot.

Q. That is all.

COMPLAINANT RESTS.

SAMUEL H. HEADLEY, recalled.

Direct examination.

By Mr. Richards:

- 10 Q. Mr. Headley, did you sign the lease for the gas station in Mr. Doughty's home on Indiana Avenue?  
A. No.  
Q. Did you sign the lease in the presence of Miss Dobbin?  
A. No.  
Q. Or in the presence of Mr. Doughty?  
A. No.  
Q. Who was present when you signed the lease?  
A. My secretary, Roy Shinn.
- 20 Q. And where did you sign?  
A. In the office.  
Q. Where is your office?  
A. 331 Guarantee Trust Building.  
Q. On the occasion when you met Miss Dobbin at North Carolina and Atlantic Avenue did you admit to her that you owed her any money as rent?  
A. No.  
Q. Did she make a claim that you owed her four hundred dollars rent?
- 30 A. No claim of that kind. She mentioned, asked me when I was going to send her some money or some rent, it might have been rent or might have been money. I said that I had discussed the release of the property with Mr. Doughty and no more money to be paid. I think that is about all I said. I know I was in a hurry and she was in a hurry.

Q. Did you tell her that you owed the rent or that Mr. Doughty had told you not to pay it to her or words to that effect?

A. No, unless an inference could be drawn from that, no, sir; the words were not said.

Q. Well, was there—did you infer that Mr. Doughty had told you not to pay the rent to her?

A. No. 10

Q. Was it a fact that Mr. Doughty had told you not to pay the rent to her?

A. No, he had told me, we had discussed it and he had told me at that time to return the lease and forget it, so that no more money to be paid.

Q. That conversation took place some in December or thereabouts of 1927, or 1928, I mean?

A. It was sometime in February.

Q. February?

A. I think it was. It was a few weeks, two or 20  
three weeks before the lease was returned and I think that lease was returned in March.

Cross-examination.

By Mr. Cole:

Q. Mr. Headley, there was four months' rent unpaid as provided in the lease at the time of your agreement with Mr. Doughty, wasn't there? 30

A. I am not so sure about the amount, Judge. I couldn't tell you offhand without some further information, I couldn't tell just exactly whether there was.

Q. Have no idea about how much it was?

A. No, I haven't. As I said this morning, I hadn't all the checks here that I had paid.

Q. You were behind to some extent at all events, weren't you?

A. That place was always behind.

Q. Mr. Headley, what I want to know is this, was there any rent due from you at the time you sur-  
10 rendered that lease?

A. There was some rent due.

By Mr. Richards:

Q. Was it agreed the improvements you had made to the property were to act as a stand-off to the rent?

A. That was my understanding with Mr. Doughty.

Q. So you didn't consider you owed any rent at  
all?

20 A. I did not.

By Mr. Cole:

Q. Did you conduct the gasoline station on this property this summer?

A. For two months.

Q. Have a lease?

A. Yes.

Q. With whom?

30 A. Dave Best.

Q. You got that with you?

A. No.

By Mr. Richards:

Q. Did you rent it from Dave Best?

- A. No, I rented it from Mr. Doughty.
- Q. How did you come to do that?
- A. Because Mr. Doughty met me and asked me if I wouldn't take it over for the summer at least.
- Q. Did he tell you who owned the property?
- A. He told me that Dave Best owned it.
- Q. Did he tell you he was acting for Best?
- A. No, he sent me to Best. 10
- Q. He sent you to Best?
- A. He sent me to Best.
- Q. You went and saw Best?
- A. Yes.
- Q. And made a deal with Best to rent it?
- A. Yes.
- Q. Pay Best the rent?
- A. Yes.
- Q. What was it he said to you—what was it that Doughty said to you about taking it over for the summer? 20
- A. He said it was a shame to let it lay idle, might as well take it over and that Dave Best owned it and to see Dave and maybe I could get a deal with Dave.
- Q. You have, of course, been friendly with Mr. Doughty a good many years, haven't you?
- A. I have known Mr. Doughty many years.
- Q. And done business with him?
- A. Yes.

ENOCH H. BURKETT, SWORN.

Direct examination.

By Mr. Richards:

10 Q. Mr. Burkett, you worked as janitor for Mrs. Dobbins up at one of these colored apartment houses on Baltic Avenue, didn't you?

A. Three of them, yes, sir.

Q. While you were working for her did you ever discuss with her this Drexel Avenue property?

A. One day she was——

Q. Not what she said, but did you?

A. Yes.

20 Q. Now, did she ever say anything to you about what her father might or might not do with this property?

A. Yes.

Q. About when was it that she had this conversation?

A. It was along in about June or July and she says that "Father"——

Q. Wait a minute; of what year?

A. 1917—I mean the first of 1918, 1918—1928.

Q. June or July, 1928?

30 A. Yes.

Q. All right; what was the conversation?

A. She says "Father has bought the Ohio Apartments," she says "I don't guess he will let me have this place out here." I says "Yeh"—at that time Mr. Naame he came in, he used to come up there and help her go over her books, receipts and things like

that, to bookkeep, so she stopped talking about it, so the next day when she came in, she was looking out the window, she says, "Well, I got the deed for these apartments up here," she says "and I am"—I forget now how many thousand dollars "I am richer now," she says, "but whatever I do pay him I am going to take a trip to Europe and I am going to have a long distance telephone talk so I can talk 10 to you over the ocean just to tell you what to do."

Q. Did she say anything more on that occasion about the Drexel Avenue property?

A. Yes, she says father he no gave them to her yet but she will get them out of him.

Q. Get them out of him?

A. Yes, she will get them out of him.

Cross-examination.

20

By Mr. Cole:

Q. Where do you live?

A. 1382 Inwood Avenue.

Q. Where?

A. Bronx, New York.

Q. How long have you been living there?

A. Been up there for ever since the first in March

I moved there.

Q. What year?

30

A. March this year.

Q. What is your business?

A. Help and handy man for Penn Real Estate Company.

Q. You subpoenaed to come here?

A. Oh, yes.

Q. Have you the subpoena with you?

A. No, it is in my handbag.

Q. How were you subpoenaed?

A. How was I subpoenaed? Through the mail. Don't the United States mail go all over the United States?

10 The Court: Answer the questions.

A. Through the mail, that is all.

Q. What did you do with the subpoena?

A. It is in my handbag.

20 Mr. Richards: I think this is a perfectly silly cross-examination of the witness. It is not important and I don't think there is any reason for encumbering this record with a lot of unimportant, immaterial cross-examination about it and it is not cross-examination.

30 Mr. Cole: Please your Honor, I object to that criticism and stricture of counsel and he says that this is a perfectly silly cross-examination. I would rather he wouldn't be the judge and he has no right to make that comment. If he is not satisfied with the cross-examination he can object and your Honor will rule.

Mr. Richards: That is the ground of my objection, your Honor.

The Court: I would like to hear Judge Cole as to any advantage in this?

Mr. Cole: May I not show on the cross-examination of this witness his relation to Mr. Doughty, whether he is entitled to credence, what his business may be?

The Court: Without question.

Mr. Cole: That is what I am trying to do. 10

The Court: What effect does it have whether the man was subpoenaed or whether he came in answer to a letter?

Mr. Cole: Suppose he says he was subpoenaed and then it turns out he wasn't? Now he says he was. Now, I am trying to show by the cross-examination he wasn't subpoenaed.

The Court: For that purpose you may do so. 20

Mr. Cole: That is what I am trying to do.

A. I thought I had——

The Court: There is no question.

(Question repeated.)

A. By mail. 30

Q. Was the subpoena in the mail?

A. Yes.

Q. Where is it now?

A. It is up in my handbag.

Q. Where is your handbag?

A. On Pennsylvania Avenue.

Q. When did you come to Atlantic City?

A. I came to Atlantic City last night, eight-ten.

Q. Ever been convicted of crime?

A. No, sir.

Q. To whom did you first tell this story of this conversation that you had with this Mrs. Naame?

10 A. Who did I first tell the story to with Mr. Naame? She knows this, I am telling the truth.

The Court: That is not the question.

A. Who did I first tell the story to? He asked me, Mr. Reed, he just asked me.

Q. When did you tell it to him?

A. When did I tell it to him? I just told it to him awhile ago.

20 Q. The first time?

A. Didn't he ask me?

Q. Never told it to anybody before?

A. Never told it to anybody before.

Q. Did you ever tell it to anybody before?

A. I haven't witnessed I told anybody before.

Q. Were you dismissed by Mrs. Naame from your position as janitor?

A. No, sir.

ROY SHINN, sworn.

Direct examination.

By Mr. Richards:

Q. Mr. Shinn, are you associated with Mr. Samuel 10  
Headley?

A. I am.

Q. Did you manage some gasoline stations for  
him?

A. I did.

Q. Do yet, as a matter of fact, don't you?

A. Well, not to the extent I did up until last  
March when his son returned from school.

Q. Did you have anything to do with the gasoline  
station at Drexel and Maryland Avenue? 20

A. I did.

Q. Do you remember the incident of the lease of  
that property?

A. I do.

Q. Did you see Mr. Headley sign the lease?

A. I did.

Q. Where did he sign it?

A. In his office in the Guarantee Trust Building.

Q. What was done with it after he signed it?

A. I mailed it to Mr. Doughty. 30

Q. How did you get the lease? I mean, how did  
Mr. Headley get the lease?

A. So far as I remember it was mailed in to him  
after he had—it was mailed in to him to the office.

Q. Do you remember who mailed it to him?

A. No, I don't know who mailed it but I believe it came in the mail.

Q. And was signed in the office?

A. Yes.

Q. In your presence?

A. I witnessed his signature on it, I believe.

Q. And then you mailed it back to Mr. Doughty?

10 A. Yes, sir.

Q. Have you discussed this testimony you are giving, with anybody?

A. I have not.

Q. Even with counsel?

A. I have not.

Q. Did you know, before you were put on the stand, what questions you were likely to be asked?

A. I did not; first I knew is when I came here.

Q. You were telephoned for a few minutes ago?

20 A. Yes, sir.

Cross-examination.

By Mr. Cole:

Q. Do you mean that nobody said anything to you as to why you were wanted here?

A. Only what I heard over the telephone to come here to testify.

30 Q. What did you hear over the telephone?

A. To come to Chancery Court to testify in the Doughty case.

Q. About what?

A. Mr. Reed, I believe, was on the phone just a few minutes ago.

Q. What did he say to you?

A. He said for me to come up to Chancery Court, that they wanted some testimony from me, that Mr. Headley would return to the office and take my place while I was out.

Q. Did Mr. Headley return before you left?

A. He had not.

Q. So you came right here and went on the stand without having talked with anybody or anybody having talked to you? 10

A. Absolutely.

Q. Now you said several times that you believed that that lease was signed by Mr. Headley in the office in the Guarantee Trust Building. Just what did you mean by that?

A. As far as I know it was.

Q. Do you mean to say that you have, sitting on the stand, a present recollection of having seen Mr. Headley sign that lease? 20

A. I have.

Q. Did you ever see him sign any other papers?

A. I have.

Q. What other papers can you recall now that you have seen him sign?

A. I see him sign papers every day.

Q. What were they?

A. Well, in the course of his business he signs all kinds of papers, contracts.

Q. What particular paper, other than this lease, can you presently remember that you saw Mr. Headley sign? 30

A. At what time?

Q. At any time.

A. I remember dates by the instances, that, by happenings that occur at that time.

Q. What happened —

A. And if you tell me —

Q. What happened at that time that makes you presently recall that you saw Mr. Headley sign this lease?

A. I recall asking him and inquiring what address I should return the lease to, where Mr. Doughty's  
10 residence was and he told me at his garage and I recall I knew then, that, then it occurred to me who this Mr. Doughty was, having the garage there Indiana and Atlantic Avenues.

Q. Now you said you believed that the lease came through the mail?

A. Yes.

Q. Do you have a present recollection that came through the mail?

A. I don't recall the mail man bringing it in and  
20 giving it to me.

Q. Have you a present recollection that you signed as a witness?

A. Yes.

Q. Did you read the lease?

A. Did I read it?

Q. Yes.

A. I did.

Q. Who were the parties to it?

A. I couldn't say offhand now.

30 Q. How long did it run?

A. I believe that it was for a term of years. I couldn't say offhand exactly how many years it was.

Q. How was the property described in the lease?

A. It gave the boundaries there, I believe from took in those streets that it fronts on Drexel Ave-

nue, Maryland Avenue and Adriatic Avenue, and it gave the length of the property, I don't know the exact footage now, but took it back to almost the line of the laundry in the rear.

Q. It was all described in the lease?

A. It gave the frontage, the streets in fronted on, and the depth, I believe, in feet.

Q. Do you remember the rent that was to be paid? 10

A. Hundred dollars monthly.

Q. For how long?

A. For the term of the lease, I believe.

Q. That is all.

By Mr. Richards:

Q. Mr. Shinn, it just occurs to me, did you have any particular reason for knowing with whom the lease was made? 20

A. I did not.

Q. Was there anything in your business relations with Mr. Headley that made you observe this lease?

A. Yes, because at that time I was managing the stations and a lot to my interest to know just what he had there and he usually has me witness, whenever he signs any contracts or leases or any legal papers.

Q. As a matter of fact you had some business arrangement with him, did you not, that made it 30 important for you to know what kind of lease he was making?

A. Surely.

Q. You had some interest or expected to have some interest in the business, didn't you?

A. I did.

DAVID H. BEST, recalled.

Direct examination.

By Mr. Richards:

- 10 Q. Mr. Best, when did you first begin to negotiate with Mr. Doughty about the purchase of this property?  
A. November, 1928.  
Q. Who opened the negotiations?  
A. I did.  
Q. At that time were you associated with anybody in the operation of any other garage?  
A. Yes, I was the owner of a garage on South Carolina Avenue.
- 20 Q. That was subsequent to your separating from your uncle, is that right?  
A. Yes.  
Q. Did you tell Mr. Doughty what you wanted the property for?  
A. Yes.  
Q. What?  
A. I wanted it for a bus terminal.  
Q. Did you discuss terms and prices?  
A. Yes.
- 30 Q. What was the discussion?  
A. Well, the price was all right, but the payments weren't satisfactory because I didn't have the amount of money he asked for at the time and as we went along we came to the agreement we entered into, verbal agreement.

Q. What was the verbal agreement that you entered into?

A. For me to buy the property at the price of \$40,000, give them five thousand dollars January, 1929, and five thousand dollars thirty days later, and for him to pay the first year's taxes.

Q. The whole of the first year's taxes?

A. 1929. 10

Q. Any adjustments?

A. That is all there were.

Q. Did you discuss with him the question of the Headley lease?

A. Yes, he said he would get Headley out any time I wanted him off there, he would attend to that.

Q. When were you to settle for the property?

A. January.

Q. Did you? 20

A. I did.

Q. Where was the settlement?

A. At Mr. Reed's office.

Q. Pay the five thousand dollars?

A. Yes, sir.

Q. And get the deed?

A. Yes, sir.

Q. Execute the mortgage?

A. Yes, sir.

Q. The bond? 30

A. Yes, sir.

Q. Now before you did that did you do anything towards looking up the title?

A. I did.

Q. What did you do?

A. I went to Mays Landing and looked the title up.

Q. Yourself?

A. No, I took my attorney with me.

Q. Who was your attorney?

A. Mr. Duell.

Q. Did you go over with Mr. Duell?

10 A. I did.

Q. Who examined the records?

A. Mr. Duell.

Q. What did you do?

A. I was there with him.

Q. Did you find any encumbrances on the title?

A. No, sir.

Q. How long was that before the settlement?

A. It was in December, early part of December.

20 Q. When you came to settle in January did you speak to Mr. Doughty about the title?

A. Yes.

Q. What did you say to him?

A. I told him that I examined the title and I was satisfied with it as long as he could get Headley off the lot when I wanted to use it, I would make the deal.

Q. And then you paid him?

A. Yes, sir.

30 Q. Then about the fourth of February you paid him some more money, didn't you?

A. I did.

Q. How much did you pay him the second time?

A. Five thousand dollars.

Q. That was a payment on account of the mortgage?

A. Yes, it was.

Q. Now at the time that you made that second payment, did you have any knowledge that Miss Dobbin, now Mrs. Naame, claimed to be the owner of this property?

A. No, sir.

Q. Mrs. Naame says that she had a conversation with you down at the Ohio Apartments in which she asked you why you didn't buy her property; did you have such a conversation? 10

A. I did not.

Q. Did you ever have any conversation with her relative to this property?

A. I did not.

Q. Did you have any knowledge that she claimed the title to this property or any interest in it?

A. No, I didn't.

Q. Did she ever tell you that she had?

A. She didn't. 20

Q. Did you ever hear it from anybody else?

A. No, sir.

Q. When was the first that you knew that she claimed an interest in this property?

A. I got a notice from the court, that is the first I knew about it, and I went down to Mr. Doughty with it and asked him what this was all about and he told me that Miss Dobbins here at one time he had made a deed out at one time to Miss Dobbins which he intended to give her the property and now that she had left him she took the deed with her, but he will straighten it all out himself and for me not to worry about it, and I took the papers up and turned them over to Mr. Reed. 30

Q. Is that the conversation?

A. That is all there was.

Q. Did he say he had given her the property or intended to give her the property?

A. Intended to give her.

Mr. Cole: I object.

The Court: Very leading.

10

Mr. Richards: I wasn't quite sure what he said.

Q. Did he say anything about whether or not he had delivered the deed?

Mr. Cole: I object and ask him to testify to what was said.

The Court: Sustain the objection.

20 Q. Was anything said about the delivery of the deed?

Mr. Cole: I object to it; the same question in another form.

The Court: Sustain the objection.

Q. Have you given us all the conversation that took place at that time?

30 A. I did.

Cross-examination.

By Mr. Cole:

Q. Who was your attorney in this matter?

A. I only used an attorney to get a search, Mr.

Duell.

Q. Did Mr. Reed represent you at all in this 10  
matter?

A. He did not.

Q. Do you know who drew the deed?

A. Yes.

Q. Who?

A. Mr. Reed.

Q. Do you know who drew the bond and mortgage?

A. Yes.

Q. Was all that done for Mr. Doughty, so far as  
you know? 20

A. Yes.

Q. Was that all done at Mr. Doughty's request,  
so far as you know?

A. I don't know.

Q. Did you have the deed recorded?

A. I did.

Q. Did you pay for having it recorded?

A. I did.

Q. Did you personally send the deed to be re-  
corded or did Mr. Reed send it for you? 30

A. Mr. Reed sent it for me.

Q. How did you pay for having it recorded?

A. How did I pay?

Q. Yes.

A. In cash.

Q. How much did you pay?

- A. I couldn't tell you.  
Q. What?  
A. I don't remember.  
Q. To whom did you hand the cash?  
A. I handed it to Mr. Doughty.  
Q. How much?  
A. I couldn't tell you.  
10 Q. When?  
A. When? In March.  
Q. Where were you when you handed it to him?  
A. Where was I?  
Q. Yes?  
A. I think I was in the garage.  
Q. How did you know how much to hand him?  
A. He told me how much it was.  
Q. And you don't know how much that was?  
A. No, I don't remember.  
20 Q. Did you hand him any other money at that  
time?  
A. No.  
Q. You paid some interest on this mortgage,  
didn't you?  
A. I did.  
Q. How much?  
A. \$450.  
Q. When did you pay that?  
A. In July.  
30 Q. And what was that to pay, for what period?  
A. It was nine hundred due, but this litigation  
here I wasn't going to pay any until it got  
staightened out and I gave him \$450 on account.  
Q. Paid the cash?  
A. Yes.  
Q. Why did you pay the cash?

- A. I had no check account at that time.
- Q. Where did you get this cash?
- A. Out of my pocket.
- Q. Carrying it around with you?
- A. Yes.
- Q. How much cash did you have at the time you gave him this \$450?
- A. \$450. 10
- Q. Any more?
- A. That is all.
- Q. Just this \$450?
- A. Yes.
- Q. Take a receipt at that time for the interest?
- A. Yes.
- Q. Have you got that with you?
- A. No.
- Q. Did you have \$900 to pay the interest?
- A. Yes. 20
- Q. Where was the other \$450?
- A. Where was it?
- Q. Yes.
- A. Why Mr. Doughty had possession of it.
- Q. Possession of what?
- A. Of all my moneys at that time.
- Q. How much money of yours did Mr. Doughty have at that time?
- A. About six thousand dollars.
- Q. How did he get it? 30
- A. I give it to him.
- Q. In cash?
- A. Yes, mostly cash.
- Q. What did you do, draw it out of the bank?
- A. No.
- Q. Where did you get it?

- A. Out of my business.
- Q. You weren't depositing any money in that?
- A. No.
- Q. And he had over \$6,000 of yours?
- A. Between five and six, either over five or over six; I can't remember.
- Q. Has he paid it back to you?
- 10 A. Yes.
- Q. How did he pay it back?
- A. By check.
- Q. By his check?
- A. Yes.
- Q. On what bank?
- A. Neptune Trust Company.
- Q. When?
- A. I don't remember.
- Q. What?
- 20 A. I don't remember the date.
- Q. Do you remember the year?
- A. 1929.
- Q. What did you do with it?
- A. I deposited it.
- Q. Where?
- A. Marine Trust Company.
- Q. Remember the date?
- A. Well, I could get the book and show you but I don't remember the day.
- 30 Q. You have your deposit book in the Marine Trust Company with you?
- A. No, I haven't.
- Q. Why were you turning cash over to Mr. Doughty rather than depositing it in the bank?
- A. Well, that is personal but if I have to answer it I will.

Q. I would like to know.

A. All right. I think you are representing Harry Best in that same case. Harry Best and I, when I was with Harry Best in 1923, he had purchased a property on Oriental Avenue and he put it on my name because I was single at the time and I am still single and he had a lot of properties on my name and he sold the property. When he bought the property 10 on my name and the building was completed he went to the Bacharach Real Estate office and he placed a \$15,000 first mortgage and I signed that mortgage and bond and so did he, both of us signed it, and when we sold the property or I sold it for him in 1927, when I left him, the mortgage was due in 1927, the mortgage he had created in Bacharach's Real Estate office, and the person whom he had sold it to failed to make payment and the property was sold at the Guarantee Trust Building and there was a 20 deficiency there of \$1500 which they got judgment against Harry Best and Dave Best, and the judgment still stands. So I felt that I wasn't responsible for any of that money so I just withdrew all of my money out of the bank, thinking that that would execute that judgment against Harry Best rather than Dave Best if I didn't have any money in the bank which they would, but they didn't have any money in the bank which they would, but they didn't execute it, so I took the money out of the Marine 30 Trust and turned it over to Mr. Dougherty, a man who I thought I trusted and I could trust.

Q. Had you no other assets at that time than cash in bank?

A. Yes, I had automobiles.

Q. What did you do about those assets?

A. I didn't bother about them, I thought they would hold on the truck first with the cash.

Q. What other assets did you have at that time?

A. Building and loan and insurance and other properties.

Q. You mean stock in building and loans?

A. Yes.

10 Q. Have any of that transferred?

A. No.

Q. Sure about that?

A. Yes, sure I am.

Q. Only thing that you had protected was the cash out of the bank into Mr. Doughty's pocket?

A. That is right.

Q. Did Mr. Doughty tell you that the title to this property was all right?

A. He did.

20 Q. Did you take his word for it?

A. Yes.

Q. You knew that Mr. Headley had a lease there, didn't you?

A. Yes.

Q. How did you know that?

A. Mr. Doughty told me.

Q. What did he tell you about that?

A. When?

Q. What did he tell you about it?

30 A. I asked him if he could get the property at any time I wanted it, if I bought it, he said yes, a lease on it but I can take care of it.

Q. So that the information about the lease came from him to you?

A. Yes.

Q. You saw Mr. Headley in possession, didn't

you? You knew he was running the gasoline station?

A. Yes, I knew there was a gasoline station there.

Q. And you knew Mr. Headley was running it, didn't you?

A. Yes.

Q. Did you go to Mr. Headley and ask him with whom his lease was? 10

A. No.

Q. You were satisfied to assume that the lease was between Mr. Doughty and Mr. Headley, weren't you?

A. That is right.

Q. That is what you did assume?

A. Yes.

Q. You have learned since that that was not true, haven't you?

A. I haven't learned anything different yet. 20

Q. Now you said a minute ago, I think, that I represented somebody in this matter of yours and Mr. Harry Best. Did I represent you?

A. You did when I was with Harry Best.

Q. What?

A. You did when I was with Harry Best.

Q. Didn't Mr. Babcock represent Harry Best in that matter?

A. No, I thought it was you.

Q. You are thinking; I am asking you isn't it a 30 fact that Mr. Babcock represented you?

A. Not to my knowledge it isn't a fact.

Q. You didn't pay Mr. Cole any retainer, did you?

A. No.

Q. Did you in fact gather ashes from Mrs. Naame's apartment?

A. I did.

Q. For how long a time?

A. Only once.

Q. You mean just on one occasion?

A. That is all.

10 Q. How did that happen?

A. Mr. Doughty hired me to do it; I was in the trucking business.

Q. Did you ever have any talk at all with Mrs. Naame at all at any time about anything?

A. Yes, asked her one time how to get around bondsmen and Mr. Naame was in the office at the time.

20 Q. That five thousand dollar deposit on the bond any part of the six thousand dollar or more in cash that you turned over to Mr. Doughty?

A. Sir?

(Question repeated.)

A. No, sir.

Q. That is entirely independent?

A. Yes, sir.

Q. Out of the check you have just said on the Neptune Trust?

30 A. Yes.

Q. Where did you deposit that?

A. Marine Trust Company.

Q. Will your bank book show that?

A. Yes.

Q. When was it deposited?

A. I don't remember the exact day.

Q. But how much?

A. For between five and six thousand dollars.

Q. Was that after the difficulty had passed about this judgment against you and Harry Best?

A. It hasn't passed yet.

Q. It is still present, is it?

A. Still pending.

Q. How long was it after you gave Mr. Doughty 10 this six thousand dollars before you got it back?

A. Why I didn't give it all at once, I had given him through a period of about thirty days.

Q. You mean to say that you took in the —

A. Instead of taking in to the bank from the business I took it to Mr. Doughty.

Q. And you mean to say that you took in six thousand dollars in your business during the period of one month?

A. Yes. No, I don't mean to say that. I don't 20 mean to say that at all. The first check I gave Mr. Doughty was I think \$1600. That I drew out of the Marine Trust Company and the difference between the money he gave me back and \$1600 was the amount that I took in in the thirty days.

Q. No papers passed between you at all touching this?

A. No, sir.

Q. Will you produce your bank book, pass book, to show the return from Mr. Doughty to you? 30

A. Right away?

Q. What?

A. Right away?

Q. I wish you would.

A. May I go and get it?

Q. Right here in the room?

A. I will go down and get it.

Q. It is not in the room, is it?

A. No.

Q. If you were so much concerned about the money in bank being attached, why did you afterwards deposit the money in the Marine Trust Company to the extent of two five thousand dollar checks  
10 that Mr. Doughty says he received from you?

A. I give Mr. Doughty a check in January and in February and this happened in June and July.

Q. That is July of this year?

A. Yes.

Q. So that the checks were before the difficulty?

A. Yes.

By Mr. Richards:

20 Q. Mr. Best, how long did the difficulty continue?

A. Thirty days. I don't know whether thirty or a little over thirty days.

Q. Was it adjusted?

A. Yes, sir.

Q. And then you put your money back in the bank again?

A. It wasn't adjusted, but I am satisfied now if I am called up in the matter, so I put the money back in the bank.

30 Q. Mr. Best, was this conveyance to you of this property intended to be a collusive conveyance for the purpose of making a case in this lawsuit?

A. No, sir.

Q. Have you been in a position to sell this property, if you could get the title clear, at an advanced price over what you paid for it?

Mr. Cole: I object to this.

The Court: What is the objection?

Mr. Cole: How is that relevant?

Mr. Richards: I think it is relevant to show, not so much important for them but his right to have 10 the property. It may be argued that —

Mr. Cole: It is a question here whether he has a right if he can get somebody to pay more money for it.

The Court: It may be a question of whether this court would be justified in making a decree that this property be reconveyed upon his paying back the money that he put into it. 20

Mr. Richards: That is just the point, certainly, a deed of general warranty but I wanted to show what money he held.

The Court: I will permit the question.

(Question repeated.)

A. Yes, sir. 30

By Mr. Cole:

Q. When?

A. Why I was talking to a man about it only a month ago, he asked me —

Q. Who?

A. Ridgefield Oil Company.

Q. How much?

A. In price? How much in price?

Q. Yes.

A. I am asking \$50,000 for it.

Q. You imagine?

10 A. I am asking.

Q. What did he offer?

A. Didn't offer until it was cleared up.

Q. Then the increase in value is not simply what you want for it, not what somebody offered you?

A. No, a man can't offer anything under litigation like this.

Q. Didn't ask you that; did they offer anything?

A. No.

20 Q. When did you conclude that it was safe for you to return the money to the bank, your money?

A. When?

Q. Yes.

A. When I did in July.

Q. What happened that made you feel it was safe to do it?

A. Have to start another story now. Well, there was a third man on the bond that Charlie Babcock looked up the law and found the responsibility, so I was safe to put the money back.

30 Q. Then Mr. Babcock told you it was safe, did he?

A. Mr. Babcock didn't tell me but he told my attorney.

Q. Who is that?

A. Mr. Duell.

Q. So that Mr. Babcock, who represented somebody —

A. Represented Harry Best.

Q. —told your attorney and your attorney told you it was safe for you to resume your bank account?

A. That is right.

Q. And you relied upon that advice?

A. That is right.

By Mr. Richards:

10

Q. Has there been any offers or negotiations for the sale of this property besides the one you just mentioned?

A. Yes.

Q. In the case you just mentioned did the parties indicate whether or not they were willing to buy at that price if they could get the title?

A. They did.

Q. What did they say?

20

A. They would buy it as soon as it got cleared up.

Mr. Cole: If your Honor please, I want to offer the Neptune check book of Mr. Doughty's which is marked for identification.

Mr. Richards: I object to the check book. He can put any specific item in it.

The Court: You are entitled to have the specific 30 item designated.

Mr. Cole: The specific item is that the check to Mr. Best isn't here. It has been testified he drew the check. I mean there were no checks, I went over the stubs in this book.

This witness says he got Mr. Doughty's check on the Neptune Trust Company.

The Court: If that is your purpose to show there is no such check, you are entitled to it.

(Check book admitted and marked Exhibit C10.)

10

Mr. Cole: I think it is important that that check book should be impounded unless there can be an agreement that there is no such check in the book, which he says is the —

The Court: It will be impounded.

Mr. Richards: We will produce the check, if your Honor please.

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ALLEN B. ENDICOTT, JR., SWORN.

Direct examination.

By Mr. Richards:

Q. Mr. Endicott, you are practicing counsellor at  
30 law of this State, are you?

A. I am.

Q. Did you have control of the litigation in the Doughty-Bacharach case, was it?

A. You doubtless refer to the case of the Pennsylvania Company for Insurance on Lives and Granting Annuities, Guardian for Elizabeth Corey,

complainant, against Somers L. Doughty, defendant.

Q. When was that case started?

A. Bill was filed on August nineteenth, 1924.

Q. When was the bill dismissed, when was the hearing?

A. The hearing was December 16, 1924; the Vice-Chancellor's conclusions were filed December 28, 1925. 10

Cross-examination.

By Mr. Cole:

Q. When was the bill dismissed, I mean the decree entered, if you know?

A. My docket entries don't show. They do show, however, that we were paid their costs on February 18, 1926, there is a notation in my docket here, December 28, 1925, Vice-Chancellor Ingersoll filed conclusions, complainants' bill dismissed. 20

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CHARLES M. DUELL, SWORN.

Direct examination.

30

By Mr. Richards:

Q. You are a practicing attorney, Mr. Duell?

A. I am.

Q. Did you accompany Mr. Best to May's Land-

ing to make a search of the title to the property at Drexel and Maryland Avenues?

A. I did.

Q. Do you remember about when that was?

A. Why I don't know the exact date; it was last December, 1928.

Q. Did Mr. Best tell you why he wanted the  
10 search made?

A. He told me that he was purchasing this property from Mr. Doughty.

Q. Did he accompany you to May's Landing?

A. He did.

Q. Did you make the search?

A. I did.

Q. What did you tell him?

A. I told him that the property was in Mr. Doughty's name and it was clear, no mortgages on  
20 it and I told him that there was no use having a search on it.

Q. You mean a search?

A. A title search.

Q. At that time was there on record any deed from Doughty to Miss Dobbin?

A. I didn't see any; just in Mr. Doughty's name.

Cross-examination.

30 By Mr. Cole:

Q. What books did you search?

A. The deeds.

Q. Is that all?

A. Mortgages, searched all the records over there in reference to that property.

Q. What record did you search?

A. The book of deeds.

Q. Yes?

A. And looked for any references, I think that is all I did over there.

Q. What do you mean, did you look for other deeds?

A. And mortgages.

10

Q. Did you search the mortgage books?

A. I did.

Q. How far back?

A. I don't recall how far back.

Q. When did you find that Mr. Doughty became vested with the title?

A. I don't recall the dates.

Q. You don't recall the date that you searched for mortgages against him or against the property?

A. No, I don't.

20

Q. Don't know how far back you searched?

A. No, I don't recall.

Q. Did you search for leases?

A. I did not.

Q. Nothing except deeds and mortgages?

A. That is all.

(Further testimony adjourned until Friday, October 25, 1929, at 10.00 A. M.)

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Atlantic City, N. J., October 25, 1929.

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Trial of the cause resumed at 10.00 A. M.

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MAUDE ST. JOHN, SWORN.

Direct examination.

By Mr. Richards:

Q. What is your name?

A. Maude St. John.

20 Q. You work for Mr. Doughty as cook and house-keeper, and so forth, do you?

A. Yes.

Q. How long did you work for Mr. Doughty?

A. I have been there eight years.

Q. You remember the incident of Miss Dobbin leaving the house to get married?

A. Yes.

Q. Now after that or before she left did she give you anything?

30 A. Give me anything?

Q. Yes.

A. She gave me a Christmas present before she left.

Q. When did she give you that, around Christmas time?

A. No, she give me that in the middle of January; I was sick around Christmas time.

Q. What was it that she gave you?

A. She gave me some gold money, five dollar gold piece and two and a half gold piece.

Q. Now after she gave you that did she tell you where she got it?

A. No, sir; she didn't tell me where she got it. 10

Q. Did she say anything to you about the gold pieces that she gave you?

A. She just gave it to me and told me not to say nothing about it, to let Mr. Doughty know nothing about she gave it to me and that was all.

Q. Now when she left to get married did you go into her room?

A. She give orders for me to go in and clean it up for her.

Q. Did you find anything in the room like a copy 20 of a letter or key or anything?

A. Yes, while cleaning up I taken the scarf off a chiffonier and underneath there was a little piece of paper folded up neat and nice and key laying there together so I opened the paper and commenced reading it.

Q. Then what did you do with it after that?

A. After I got through reading it I handed it to Mr. Doughty, told Mr. Doughty maybe that is something in the case, she told him she was going to have 30 him right on the front page of the paper for two or three papers, she kept saying, "Mr. Son of a bitch, I get even with you, I going to have you on the front page of the paper and let the bank people know what kind of a crook you are and what kind of crook they have in the bank."

Q. I show you a key marked C16; is that the key you found?

A. Yes, this is the key was laying beside the piece of paper was folded up.

Q. Was this the piece of paper? Is that the piece of paper folded up?

A. Yes, that is the piece of paper and one of these  
10 things was on it.

Mr. Richards: Witness indicates a clip such as now attached to the key.

Q. The piece of paper that is identified as Exhibit C15. What did you do with the key?

A. After I got through reading it I taken the key and asked Mr. Doughty did he want this key and piece of paper.

20 Q. Well, did you give it to him?

A. Certainly I gave it to him. He asked me what was it? I told him all he had to do was read it and see what it was. It was told him for himself what it was.

Q. Did you ever try this key to see if it would fit any drawer in Miss Dobbin's room?

A. Yes, fit all the drawers in the chiffonier, the cedar chest in her room and fit all the drawers in Mr. Doughty's room.

30 Q. It did?

A. Yes.

Q. Fit the bureau drawer where he kept his papers?

A. Fit everything in his room, yes, every drawer.

Q. Did you ever see Mr. Doughty try this key

marked Exhibit C17 to see if it would unlock the drawers in his room?

A. It unlocked drawers in his room but won't unlock the cedar chest.

Q. You saw him try that, did you?

A. Yes.

Cross-examination.

10

By Mr. Cole:

Q. Are you married?

A. Been married.

Q. Is St. John your married name or single name?

A. No, St. John is my single name because my husband is dead so long so just forget him, ain't no use going by his name now.

20

Q. So you worked for Mr. Doughty eight years continuously, no break?

A. I was away from there nine months once.

Q. What? .

A. I was away from there nine months when she discharged me.

Q. Mrs. Naame discharged you?

A. Miss Doughty at that time, Dobbins at that time.

Q. Why did she discharge you?

30

A. Because —

Mr. Richards: I object; no cross-examination.

The Court: I think I will permit that.

Q. Why did she discharge you?

A. Because me and her had some words, that is why.

Q. Words about what?

A. First one thing and then another.

Q. How long ago was that?

A. Four years ago.

10 Q. Is she the one who employed you?

A. Her father employed me.

Q. Mr. Doughty?

A. Yes.

Q. She discharged you?

A. Yes.

Q. Did you ever go to see Mr. Doughty about why you were discharged after she discharged you?

A. No, I didn't.

Q. You were away nine months?

20 A. Yes, I was.

Q. Then who re-employed you?

A. Mr. Doughty.

Q. Who?

A. Mr. Doughty.

Q. Did he ask you why Miss Dobbins had discharged you?

Mr. Richards: I object, if your Honor please. I don't see that is important.

30

The Court: Yes.

Mr. Cole: I would like to show the relation between this witness and Mr. Doughty and also between the witnesses —

The Court: I will permit that within any reasonable degree. When was this you were discharged?

A. Four years ago.

The Court: I will sustain the objection.

Q. Were you discharged because you got drunk? 10

Mr. Richards: I object to that.

The Court: I will permit that.

A. We both drank. She drank when I did, she used to make gin and ask me did I want a drink and I said yes, she took one drink whenever I did, she drink much as I did.

20

(Question repeated.)

Mr. Richards: I object, if your Honor please.

The Court: I will permit it.

A. No, she didn't discharge me because I got drunk.

Q. Do you know what she did discharge you for?

A. Because I gave her some back talk, she said something to me and I gave her some back talk. 30

Q. What did she say to you?

A. I don't know what she said.

Mr. Richards: I object.

The Court: Yes.

Mr. Cole: A reason for her being discharged.

The Court: Four years ago, too long ago unless you show some equivalent to another time afterwards.

10

Q. Did Mr. Doughty ask you to watch him while he tried the key in the drawer?

A. Ask him to watch him while he tried the key?

Q. Yes.

A. No, he didn't ask me to watch him while he tried the key.

Q. How did it happen that you saw him do it?

A. How did it happen I saw him do it? I was cleaning up there.

20

Q. Up where?

A. Upstairs.

Q. What did you see him do?

A. What did I see him do? He was looking in the drawer for his papers and things and he was trying two keys to see which one fit.

Q. How did you know he was?

A. How did I know he was, because he asked me where did I put that key, it was up on the chiffonier and I got the key and hand it to him.

30

Q. What key was that?

A. The key what was found.

Q. Didn't he have the key of his own drawer?

A. I don't know whether he had the key to his own drawer or not; I didn't ask him nothing about that.

Q. In other words he asked you for the key that

you found in Miss Dobbin's room in order that he might use it to open the drawer of the bureau in his room, is that it?

A. He wanted to know where was the key what I found on the dresser.

Q. Did he tell you why he wanted it?

A. No, he didn't tell me why he wanted it, because wasn't none of my business why he wanted it. 10

Q. Where did you say you had it?

A. I found it on the dresser.

Q. No, but the day you gave it to Mr. Doughty, when he went through the drawer, where was it then?

A. When he went through the drawer?

Q. Yes.

A. He told me to carry it back and put it back up on the dresser by the brown pocket book where she left it. 20

Q. Did you do that?

A. Certainly I did.

Q. What room was that in?

A. In the front bedroom.

Q. His bedroom?

A. Not his bedroom, madam bedroom.

Q. What?

A. Not his bedroom, madam bedroom, her bedroom. 20

Q. Then he asked you to get the key, did he? 30

A. Asked me where did I put the key.

Q. Did you go get it for him?

A. Yes, I went got it, but I put it back after he looked, had it right where I got it from.

Q. I thought you said he took that key and opened the drawer in his —

A. When he got ready for it.

Q. You saw him do it?

A. Certainly, I was cleaning up up there.

Q. Was it the same day?

A. No, it was two days afterwards.

Q. It wasn't the same day you handed him the key?

10 A. No.

Q. You were cleaning in his room?

A. Cleaning the whole upstairs.

Q. Were you cleaning in his room when you saw him open the drawer?

A. Where was I cleaning in his room?

(Question repeated.)

A. Yes.

20 Q. What drawer did he open?

A. He opened all of them.

Q. What did he take out?

A. He was looking for some papers because he asked me had I saw any.

Q. How did you know he was?

A. Because he asked me had I seen any papers.

Q. What papers?

A. He didn't tell me what papers he was looking for, he said he was looking for some very important  
30 papers.

Q. Asked you whether you had seen them?

A. Yes.

Q. And didn't tell you what it was?

A. No, he said he had some in an envelope laying around there.

Q. Did you ask him what papers he meant?

- A. Yes, I asked him.
- Q. What did he say?
- A. He said some very important papers.
- Q. Ask him what kind of paper it was?
- A. No, I didn't ask him what kind of a paper it was.
- Q. Was he referring to these papers that you have just seen? 10
- A. No, he wasn't referring to them papers where I just seen, he was looking for some papers what he had in an envelope, that wasn't in no envelope, that was folded up on the dresser.
- Q. So that, without telling you what they were or without your asking him he wanted to know whether you had seen them?
- A. Had I seen any papers laying around there anywhere, around in an envelope, in a big envelope.
- Q. Had you seen them? 20
- A. Had I seen them?
- Q. Yes.
- A. No, I hadn't seen them.
- Q. Tell him so?
- A. Certainly I told him so.
- Q. But you had to go get this key that you found in Miss Dobbin's room for him to use to open the drawer in his own room, is that right?
- A. He asked me where was that key I found and I told him I put it right back where I got it from. 30
- Q. Did he have another key to the drawer in his bureau beside this one?
- A. Certainly he had another key.
- Q. Why did he want this key you found?
- A. Because I don't guess he could find the key what he had to his drawer. That is why.

Q. Now, you say, did you, that when Miss Dobbin left to get married she told you to go in her room and clean up?

A. Yes, she told me to go in her room, she paid me to go in her room and clean up the trash what she left in there.

Q. And you did it?

10 A. I did just what she told me to do.

Q. You say she said she would pay you?

A. Do what?

Q. You say she said she would pay you?

A. Yes, she said it.

Q. Did she?

A. Yes, she did.

Q. Is that the gold you got for it?

A. No, that isn't the gold; she gave me two dollars in pennies.

20 Q. Did she give you that before she left?

A. Yes.

Q. In other words she paid you two dollars before she left to go clean her room up?

A. Yes, to get the trash out.

Q. In cleaning it up you found the key and the letters?

A. Yes.

Q. Where was the key?

30 A. On the chiffonier under the scarf and pocketbook right side of it, brown pocketbook right there on the chiffonier.

Q. Was that in the pocketbook?

A. No, it wasn't in the pocketbook that was under the scarf and the pocketbook was on top of the scarf.

Q. And the letters, where were they?

A. Underneath the scarf on the corner, right underneath the scarf, when you took the scarf off you could see the key and this paper laying there.

Q. Had you ever seen them before?

A. No, I hadn't never seen them before.

Q. Had you ever seen the key before?

A. No.

Q. Nor the letters?

10

A. No, I hadn't.

Q. And you read the letter?

A. Certainly I did.

Q. Both of them?

A. I read them piece of papers, I found.

Q. Read both of them?

A. Read all of them, until I got tired of reading and then I thought it was time for me to get ready to start to do my work again before I went on.

Q. You can read, can't you, of course?

20

A. Read? Yes, I can read.

Q. How long did it take you to read this?

A. Until I got tired.

Q. What?

A. Until I got tired.

Q. How long was that before you got tired?

A. About ten minutes; I was resting.

Q. What made you tired?

A. Because was lunch time and I thought it was time after I got through that it was time for me to go ahead and do my work and I went on and did it and I had read enough of it. 30

Q. Now, did you notice that there were two letters of the same kind?

A. Wasn't no two—was papers there, wasn't no two letters, no other letters.

Mr. Reed: She didn't find the original letter there, Judge Cole.

A. I just saw a copy of some letter, didn't see no other letter, wouldn't know what the other letter look like, if I was to see it.

Q. Whoever told you about the other letter?

10 A. I heard her say so out of her own mouth after him and her had a fuss Thanksgiving she told him she say "Mr.—Son of a Bitch, I will fix you. I will have you written up on the front page." She say "I got a copy of a letter." The morning she told me she going to leave to get married, she said "I got a copy of a letter and I am going to have him written on the front page."

Q. Front page of what?

A. The paper.

20 Q. What did he say?

A. What did he say? He told her she couldn't hurt him.

Q. What else did he say?

A. That is all I heard him say.

Q. When did you first see this original letter from Chicago with the stamp on it?

A. Never seen it.

Q. Haven't seen it at all?

30 A. Since no more than exhibit in here. Don't know nothing about it.

Q. Did you know this copy was Miss Dobbin's handwriting?

A. Her handwriting?

Q. Yes.

A. Sure I know her handwriting.

Q. You knew that when you read it, didn't you?

A. Do what?

(Question repeated.)

A. I knew her handwriting at the time I seen it.

Q. Did you think it was important to Mr. Doughty that he have this? 10

A. Well, she told him where she was going to have him on the front page of the paper and that he wasn't nothing but a crook and I was marked as a thief and I thought a bird of a feather all flock together and I thought me a crook he just put two together and I thought out to show that to him being I being a thief and he was a crook.

Q. Who marked you as a thief?

A. She said that some money was missing from around there and I say you—asked did I know anything about it and all and she said it laid between me and Mr. Doughty and Mr. Doughty asked me did I know anything about any money, I told him no, I didn't know anything about no money. 20

Q. Was that one of the reasons she dismissed you?

A. Dismissed me? I never been discharged stealing in my life, no, that just happen here in December, 1928.

Q. What happened in December, 1928? 30

A. About the thief business, while I was home sick.

Q. Just tell us what she said to you about the loss of the money?

A. She ain't never said nothing to me.

Q. I thought you said that she marked you as a thief?

A. I did say so, she didn't say nothing to me.

Q. In what way did she mark you as a thief?

A. It laid between me and Mr. Doughty once.

Q. What did she say to you?

A. She didn't say nothing to me.

10 Q. Did she say anything to Mr. Doughty?

A. She must have said something to him because he asked me did I know anything about it.

Q. How much was lost?

A. I don't know; I didn't ask because didn't interest me.

Q. Did anybody tell you how much was lost?

A. No, I didn't ask.

Q. Had you and Miss Dobbin been friendly before this?

20 A. Oh, we used to get along—no, we started squabbling summer before last.

Q. Summer before last?

A. Yes.

Q. What was that about?

A. A year ago.

Q. What was that about?

A. She got so worried, she got running around with Mr. Naame, so I wasn't no good at all, because tell her I was just as good as she was.

30 Q. Why did she say you weren't any good?

A. Because I used to lay off.

Q. What do you mean by laying off?

A. Stay out.

Q. Did you?

A. Yes, when I felt like it.

Q. She found fault with that?

A. Yes.

Q. She took care of the house, was the house in her charge?

A. Well, sure she took care of the house.

Q. Was it in her charge?

A. In her charge?

Q. Yes.

10

A. Don't know who charge it was in, Mr. Doughty gave me my money.

Q. He paid you but who gave you orders what to do around the house?

A. I used to get orders from them both.

Q. In spite of your not getting along so well she gave you some gold, did she?

A. Christmas present, she said I didn't deserve that, didn't nobody make her give it to me; she gave it to me because want to give it to me, I guess.

20

Q. She gave that to you in January? What time in January?

A. Middle of January.

Q. Told you not to let Mr. Doughty know it, is that right?

A. Sure, yes.

Q. Did you let him know it?

A. He seen it on the cover and asked me where did I get it from one Thursday evening I was getting ready to go off and I says mine, he asked me where did I get it from and I said Miss Doughty give it to me for Christmas present.

30

Q. How much was it?

A. Seven dollars and a half, five dollar gold piece and two and a half gold piece.

Q. What did she say to you when she handed it to you?

A. What did she say to me? I told you once she gave it to me and told me not to say nothing about where I got it from and not let him know nothing about it.

10 Q. Did she find fault with you about a year and a half ago or a year and a half before you left?

A. When she got running around with Mr. Naame she found fault with everything, nothing suit her, cooking and nothing else suit her.

Q. Did she find fault with you because you got drunk?

A. We both used to get drunk together; she couldn't find fault of that.

Q. Did she?

20 A. When I wasn't drunk she used to ask me did I want a drink of gin and I tell her yes, because she made it and I used to drink when she drink and if she wasn't drunk, whenever I went to take a drink, I used to take a drink, but never took none there and buy it.

Q. Did she find fault with you because you got drunk?

A. She couldn't find fault I got drunk because two liquor heads were together.

30 Q. Did she find fault with you because you got drunk?

A. Yes, she used to say I was a rummy, so we both was rummies together.

Q. You say after you found this key that you tried to see what it would fit?

A. Yes, to see what it would fit.

Q. Why did you do that?

A. Because I didn't had nothing else to do, that is why.

Q. Is that the only reason?

A. Yes, got through my work and all.

Q. So, in order to pass away the time you went around to see what—

A. Didn't try nothing but the cedar chest and 10 things I thought some trash in to come out; she told me to get all the trash out; I got a cart load of trash out.

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THOMAS LEWIS, SWORN.

Direct examination.

20

By Mr. Richards:

Q. Mr. Lewis, what is your business?

A. Locksmith.

Q. At Mr. Doughty's request did you try these two keys, Exhibits C16 and C17?

A. I did.

Q. What did you find that those keys fitted?

A. (C16) I find that this one will fit the cedar chest and the drawers in the once locked bureau in the middle room and the cedar chest in the front room and that this (C17) key will fit the drawers in the middle room but won't fit the cedar chest. 30

Q. The witness refers in the first instance to C16 and the last instance to C17.

SOMERS L. DOUGHTY, SWORN.

Direct examination.

By Mr. Richards:

10 Q. Mr. Doughty, did you ever deliver to Miss Dobbin the deed to the property here in question?

A. No, sir.

Q. Had you at any time intended to give Miss Dobbin this property?

A. If she build—

Mr. Cole: Already in the case, please your Honor, on the cross-examination of this witness.

20 The Court: Yes, on the cross-examination but I don't think that prevents the parties presenting it themselves; I will permit it.

(Question repeated.)

A. I had.

Q. Did you change your mind about it?

A. Yes, sir.

30 Q. In pursuance of that design had you had this deed drawn and acknowledged?

A. I had.

Q. And after you had it drawn and acknowledged what did you do with it?

A. Placed it in my bureau drawer in my bedroom.

Q. Was that a locked drawer?

A. Yes, sir.

Q. I think you did testify that this key C17 is the key you had to that drawer, isn't it?

A. Yes, sr.

Q. Did you know that there was any other key fitted that drawer?

A. Did I know?

Q. Yes.

10

A. I do now, I didn't at that time.

Q. How long did you keep the deed in that drawer?

A. Well, I think it was in there to the best of my knowledge a couple of year or a year and a half anyway. Probably more.

Q. Did you see it from time to time?

A. No, sir.

Q. Why not?

A. Well, I had no occasion to look at it and the drawer was full of papers and I supposed it was in there, it was safe. 20

Q. There were other papers in the drawer?

A. Yes, sir.

Q. A few or a number of them?

A. Oh, a number of them. And when I did go look for it it was gone.

Q. When did you look for it?

A. Well, to the best of my knowledge, sometime in December, 1928.

Q. When you didn't find it what did you do about it? 30

A. Nothing.

Q. Did you ask Miss Dobbin about it?

A. No. Well, I did. That was in December in the automobile if I remember right, I asked her if she

had that deed to that property and she made no reply, never answered my question.

Q. Do you know when the deed went on record?

A. No, only what I heard her the other day; I don't remember the date.

Q. I didn't mean that, but I meant did you know that she had possession of the deed at the time it  
10 went on record?

A. Oh, no.

Q. When did you first find out that the deed was on record?

A. I couldn't state that; sometime in January or February 1928—1929.

Q. Had you at any time put her in possession of this property?

A. Put her in possession of it?

Q. Yes.

20 A. No, sir.

Q. Did you make the lease with Headley for the property?

A. No, sir, but I made the agreement for the lease.

Q. How did the lease—that was really what I meant with my question, you made the agreement with him for the lease?

A. Yes, sir.

Q. Who wrote the lease?

A. I did with Headley.

30 Q. I mean who actually typed—it was a type-written lease, wasn't it or was it? What kind of a lease was it?

A. It was a regular lease.

Q. Who physically drew it up?

A. I. G. Adams and Company.

Q. After it was drawn up and before it was sent to Headley did you see it?

A. No, I don't think I did. I think they mailed it.

Q. When did you see the lease?

A. Mr. Headley's office when I went up to see Mr. Headley, he had it in his office.

Q. Had you directed I. G. Adams or C. J. Adams 10 Company to make this lease to Miss Dobbin's name?

A. No, sir.

Q. When did you first know that the lease had been made in her name?

A. When I saw it in Mr. Headley's office.

Q. Did you do anything about it then?

A. No, sir.

Q. Who collected the money for the rent?

A. I think Miss Dobbin collected the money. We both tried to collect it but she generally got the 20 check.

Q. What did she do with the money?

A. Why, if my memory is right, one time she gave me the money, another time she said she wanted to use the money and I let her use it.

Q. Who made the agreement to cancel the lease?

A. Well, that was mutually agreed between me and Headley.

Q. Who paid the taxes on the property?

A. I did; always have.

30

Q. Are they paid up now?

A. Yes, sir.

Q. When you undertook to sell this property to Mr. Best did you know that Miss Dobbin had possession of this deed?

A. No, sir.

Q. Did you know at the time of the settlement that she had the deed?

A. No, sir.

Q. Now, with regard to this paper C15, did you tell Miss Dobbins to copy this for you?

A. I did not.

Q. Did you know that she had copies of it?

10 A. No, sir.

Q. Had she told you that she did have a copy of the Davis letter, C14?

A. She told me the morning that she left my house that she had the Davis letter photographed, not a copy of it, but she had the letter photographed, and would put it on the front page of the Atlantic City Press.

Q. Now, in this bureau drawer did you have any money?

20 A. Yes, sir.

Q. What was it?

A. Oh, a lot, wherever I have gold coins that I gathered from time to time and drop in there.

Q. Was there a five dollar gold piece and two dollar and a half gold piece among them?

A. Several of them.

Q. Did you ever miss any of those gold pieces?

A. I did.

Q. About when was that?

30 A. Well, I didn't miss them until sometime in February, this year.

Cross-examination.

By Mr. Cole:

Q. Did you ever tell Mrs. Naame that you intended to give her this property?

A. If she built.

Q. Did you ever tell Miss Dobbin that you intended to give her this property? 10

A. No.

Q. What did you mean when you said in answer to the question I first asked you "If she built?"

A. A house.

Q. Did you tell her that?

A. Yes.

Q. When did you tell her that you would give her the property if she built a house?

A. In December, 1928.

20

Q. Is that after you had made the deed?

A. Before.

Q. What?

A. Before.

Q. Before you made the deed? How long was it before you made the deed that you told her that you would give her the property if she built a house on it?

A. I don't remember.

Q. What?

30

A. I don't remember.

Q. Some time before?

A. Some time before.

Q. Just what did you say to her in 1928 about giving her this property?

A. I answered that question. I said that I would give her the property if she built.

Q. How did you come to say that to her?

A. Because we had built other houses and was going to build on that, I had given her other property and had built the houses for her.

Q. Where were you when you had this talk?

10 A. I don't remember.

Q. Can't you give us any more of the talk than you simply said to her "I will give you this property if you build a house on it"?

A. No, sir.

Q. That is the best you can do?

A. Best I can do.

Q. You think that was in 1928?

A. Yes.

Q. Wasn't this deed made in 1926?

20 A. I think maybe it was, yes. I am wrong. I will correct that; it was in '26.

Q. That you told her that?

A. I am wrong; yes, sir; it was in '26.

Q. And you told her that before you had the deed made?

A. Yes, sir.

Q. At the time you were on friendly terms, weren't you?

A. Yes, sir.

30 Q. You had confidence in her?

A. Yes, sir.

Q. You believed in her, didn't you? You trusted her, didn't you?

A. Yes, sir.

Q. At that time you didn't suppose that if you put

the deed on record in her name with an understanding that it wasn't to be hers unless she built the house that you would have any trouble getting it deeded back to you, did you?

A. I don't quite understand you. Repeat that.

(Question repeated.)

10

A. Oh, yes, there was an understanding between me and her the deed wasn't to be recorded unless there was a building on that property.

Q. But you don't answer my question.

(Question repeated.)

A. Undoubtedly for nobody would put a deed on record if they expected to get it back.

Q. In other words you didn't trust her at that time to the extent of believing that she would deed the property back to you, did you? 20

A. Yes, sir.

Q. You did trust her?

A. I didn't trust her, no, sir.

Q. So you had the deed drawn by Adams and Company and acknowledged it and put it among your private papers?

A. Yes, sir.

Q. And never told her you had made the deed, had you? 30

A. I don't recall that; I might have told her.

Q. Just think a moment whether you recall having told her that you did make this deed to her?

A. No, I don't recall it.

Q. So that your idea is that she never knew, is it, that you had made this deed to her?

A. No, I can't say that either. I may have told her but I don't recall it.

Q. What other valuables had you in this bureau drawer beside this deed?

A. Oh, several, diamond ring or two.

10 Q. Were they valuables?

A. Well, I don't know.

Q. Were they valuables from your idea, your standpoint?

A. Yes, from my standpoint they were.

Q. You wanted them preserved, didn't you?

A. Yes.

Q. Didn't want to lose them?

A. That is right.

Q. Had gold in there?

20 A. Yes, sir.

Q. How much gold?

A. Two hundred and some dollars.

Q. What denominations?

A. Twenties, tens, fives.

Q. Do you know the exact amount that was in there?

A. \$235.

Q. When did you put it there?

A. At different times.

30 Q. Keep a record of it?

A. Yes, sir.

Q. Got that with you?

A. No, sir.

Q. Where is that record?

A. Down in the drawer, I guess.

Q. What?

A. In the drawer where the money is.

Q. Now?

A. I guess so.

Q. Was it in there at the time you discovered the loss?

A. Yes, sir.

Q. How long was it before you discovered the loss that you had counted it? 10

A. Oh, probably six months.

Q. Was it your practice to put it in there from time to time?

A. No, as a rule whenever I put any in there I generally counted it; last I put in was some two and a half gold pieces and I counted it.

Q. All of it?

A. All of it.

Q. And made a record of it?

20

A. And made a record of it.

Q. Why did you make a record of it?

A. I put down on the paper each piece of money and the value of it, so many twenties, so many tens, so many fives, so many threes, so many two and a halves.

Q. I see, why did you do that?

A. So I would know what I had.

Q. In other words you couldn't rely on your memory, could you?

30

A. Not very well at that time.

Q. But did you keep any record with relation to any other of your securities and papers other than this gold?

A. No, sir.

Q. The only record you ever kept about your valuables was the record of this gold, is that right?

A. No, I had some silver money in there and I had a record of it.

Q. Some silver money, too?

A. Some silver money too, old coins.

10 Q. Any of that missing? Any of the silver missing?

A. No, sir; they were only half dollars, old half dollars.

Q. How did you come to count this gold?

A. I just stated to you that I always counted it when I put in any new pieces.

Q. Where did you get it?

A. The two dollar and a half gold pieces or what gold you are speaking of?

20 Q. All of it?

A. At different places, different times.

Q. You had a fondness for gold?

A. No, sir; not particularly so.

Q. But you missed just seven dollars and fifty cents?

A. Yes, sir.

Q. Well, when did you miss it?

A. In February of this year.

Q. February of this year, did you ever ask Mrs. Naame whether she got it?

30 A. She hasn't been to my house.

Q. Did you ask the colored girl whether she got it?

A. No, sir.

Q. Did the colored girl know that you had the gold there?

A. No, sir; not to my knowledge.

Q. What?

A. Not to my knowledge.

Q. Did she know where the key was for that drawer?

A. No, sir.

Q. Where did you keep it?

A. In my pocket.

10

Q. Now, you had a number of other valuable papers, as I understand, in this bureau drawer, is that right?

A. Well, I don't know what gold I had; I probably had a half a dozen.

Q. Did you have a safe deposit box?

A. Yes, sir.

Q. In the Marine Trust Company?

A. Yes, sir.

Q. Kept valuables in that?

20

A. A few.

Q. Why didn't you have these valuables that were in the bureau drawer——

A. Box was full——

Q. Wait a minute. Why didn't you have these valuables that were in the bureau drawer put in this strong box?

A. Because I wanted them in this drawer at home.

Q. What?

A. Because I wanted them in this drawer at home, in the drawer where they were.

30

Q. Didn't you feel it would be safer if you had this unrecorded deed in your strong box?

A. No, sir; I thought it was perfectly safe where it was.

Q. You didn't suppose, when you put it there, that Mrs. Naame or Miss Dobbin would go there and take it out and have it recorded, did you?

A. No, sir.

Q. You had too much confidence in her for that, didn't you?

A. Yes, sir.

10 Q. When did you say that you first learned that she had recorded this deed?

A. I can't recall that, what I said about that.

Q. How did you find it out?

A. I can't recall that.

Q. Don't know how you found out she had it recorded?

A. I suppose after this suit was brought.

Q. Don't you know?

A. No, I don't know.

20 Q. Well, you remember testifying here a few days ago, don't you?

A. Yes, sir.

Q. Remember saying then that you didn't know it until after these papers were filed against you?

A. That is what I just said now.

Q. I understand that is what you say now.

A. That is what I say now.

Q. That is what you said the other day, isn't it? Had you forgotten what you said the other day so

30 soon?

A. No, I haven't forgotten.

Q. You say you didn't instruct Adams to make this deed in her name?

A. No, sir.

Q. Did you instruct them to draw it?

A. Yes, sir.

Q. With whom did you talk?

A. I can't remember whether it was Lucius Wright or Mr. Conover, one or the other.

Q. What did you tell them?

A. Wanted a couple of deeds drawn from me to Samuel Headley.

Q. From you?

10

A. Yes, sir, for me.

Q. And you didn't know that it had not been drawn in your name until you saw the lease in Headley's?

A. No.

Q. Did you go back and ask why?

A. No.

Q. Do you know how they came to put her name in the lease?

A. When I inquired?

20

Q. Do you know now—I don't want any guessing—do you know how they came to do it?

A. Yes.

Q. How did they come to do it?

A. Gave the orders to the girl that draws the deeds and she had drew the deed to this property and she took for granted Miss Dobbins, they were her leases.

Q. How do you know that? You say that is so. Now, how do you know it?

30

A. Mr. Conover told me that or Mr. Wright; I don't remember which.

Q. I thought you said you didn't go back to find out how it happened?

A. This was a long time ago, I thought you meant

since I saw them; this was probably, I talked to Mr. Wright probably six months afterward about it.

Q. Didn't ask to have it corrected?

A. No.

Q. Did you tell Mr. Headley it was wrong to have the deed in Miss Dobbin's name?

A. I don't remember that, Judge.

10 Q. Now, did you regard these leases after you got them back as having any value to you, got them back from Mr. Headley, got his copy back?

A. Any value?

Q. Yes.

A. No.

Q. Had no value?

A. No.

20 Q. As I understood you to say the other day the talk at the——

A. Tax bill.

Q. What?

A. Not the leases, the tax bill.

Q. What became of the leases?

A. Well, I stated here the other day that I didn't know that I thought perhaps I burned them up or threw them away; I very seldom keep any old leases, no good.

Q. Remember when you did that?

30 A. No.

Q. Did you do it before or after this suit was brought?

A. I must have done it after the suit was brought because I don't think the lease was broke until after the suit was brought, was it?

Q. I haven't got a very good memory; I don't know.

A. I ain't either. That is my recollection of it, that the leases was destroyed after the suit was brought. They were returned and destroyed.

Q. Of course it didn't occur to you after this suit had been brought that it would be a good thing for you to keep those leases, did it?

10

A. No.

Q. Tell your lawyer you had the leases?

A. No.

Q. I suppose it didn't occur to you that it wouldn't look nice if those leases turned up in her name, did it?

A. That didn't occur to me, no, sir.

Q. That isn't the reason you destroyed them, is it?

A. No, sir.

20

By Mr. Richards:

Q. One thing I overlooked, Mr. Doughty. Perhaps my memory isn't clear either about it and I want to get the thing clearly in the record if it isn't there. You had previously given other land to Miss Dobbin, hadn't you?

A. Yes, sir.

30

Mr. Cole: I object to this. I think I was practically, if I remember, barred from going into that and I think it is not relevant now, certainly is not re-direct examination.

Mr. Richards: I said I overlooked it.

The Court: That is not re-direct. The Senator has prefaced it is a matter he overlooked, and, as far as that is concerned, it is admissible. Now, as to the other point—

Mr. Cole: My present recollection is, I thought I tried to show, to follow the relation and the reason  
10 why he was giving her this property because he had given others and I think there was objection to it on the ground it was not related to the other defendant. The Vice-Chancellor thought it wasn't relevant.

Mr. Richards: That is not my impression. I thought it was in the record, wasn't quite sure.

The Court: I am not at all in position to reply.

20 Mr. Cole: I will withdraw it, to save time.

The Court: I will permit it.

(Question and answer repeated.)

Q. On that some colored apartment houses had been built, is that right?

A. Yes, sir.

30 Q. Was it the intention to give this land in question to Miss Dobbin and build the colored apartment houses on that, too?

Mr. Cole: I object to that. I think we ought to have what took place.

The Court: Yes, sustain the objection.

Mr. Richards: I don't know as the Court has gotten the thing; I just want the reason why he didn't give it to her, that is all.

Mr. Cole: He said already why he didn't want the deed to go to her.

Q. What conversation did you have, so far as you can remember, with Miss Dobbin about giving her this land? 10

A. I was to give her this land providing she built a colored apartment on it.

Q. Similar to those you were then building?

A. Yes, sir.

Mr. Cole: I object, quite leading.

The Court: Very leading.

20

Mr. Richards: I guess it is, your Honor please. It is in the record a dozen times in these suits. It isn't as if I was trying to inform him about something, trying to get to the point.

Q. What was the reason that made you change your mind?

A. Well, Mr. Naame built the houses and I suppose that he thought the same as I did that it was a good investment and he slips down and buys a property on Indiana Avenue near Atlantic— 30

Mr. Cole: I certainly think that is not competent, opening an entirely collateral issue now.

Mr. Reed: I think it will be.

Mr. Richards: Yes; may we have the whole answer subject to being stricken?

The Court: No, I don't see what Mr. Naame slipped down and did is responsive to the present question.

10 Mr. Richards: Is it stricken?

The Court: Yes.

(Question repeated.)

20 A. Well, there was other colored apartment houses being built nearer to Atlantic Avenue, which I thought the colored people would rent quicker than the ones they would back where this lot was, so I suggested to buying a property on Ohio Avenue instead of building on this property, which I did.

Q. Who did you make the suggestion to?

A. Sir?

Q. Who did you make the suggestion to?

A. Miss Dobbin.

Q. What did she say to that?

A. She said she thought that was a good idea and I bought the property of Mr. Sypherd.

30 Q. And subsequently the colored apartment house was built on the Ohio Avenue property?

A. It was.

Q. Now, then, was that the reason why you didn't give her the deed?

A. It was.

Q. During the time that Miss Dobbin was living

at your house did she ever say anything to you about having this deed?

A. No, sir.

Q. Did she ever say anything to you claiming the ownership of the lot in question?

A. No, sir.

Q. Did she know that you were selling this lot to Best?

10

A. No, sir.

Q. Did she ever say anything to you about selling the lot to Best?

A. No, sir.

By Mr. Cole:

Q. When was it that you concluded that you were not going to permit her to have the deed?

A. Well, after I agreed to buy the property on Ohio Avenue. 20

Q. When was that?

A. I can't recall the dates, Judge. It was some-time—

Q. Two years ago?

A. Sometime in the year 1927.

Q. In 1927, sometime you made up your mind that you were not going to let her have the deed for this property, is that right?

A. Yes, sir. 30

Q. Now, between that time and the time you discovered the loss of the deed were you in your bureau drawer a number of times?

A. Was I in my bureau drawer? I suppose I was.

Q. See the deed there?

A. No, sir; wasn't looking for it.

Q. It was gone?

A. Wasn't looking for it. I don't know that. I wasn't looking for it.

Q. Well, if you knew that you didn't intend to give her the deed, you had it in the bureau drawer, why didn't you destroy it?

10    A. Well, I don't know why I should destroy it when I thought I had it in my possession and it was safe, why should I destroy it? Can you tell me why I should?

Q. That is the answer.

By Mr. Richards:

Q. Did you think that you might sometime in the future give her the property anyhow?

20    A. No, I never give that a thought.

DEFENDANTS REST.

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COMPLAINANT'S REBUTTAL.

MISS EMILIE H. STEPHENS, SWORN.

30    Direct examination.

By Mr. Cole:

Q. Are you in the employ of C. J. Adams Company?

A. Yes.

Q. How long have you been in its employ?

A. About fifteen years.

Q. What is the character of your work in connection with that company?

A. I am secretary to Mr. Adams.

Q. Do you know the custom of the office with relation to the sending of papers to your customers as to whether or not it is accompanied by a letter? 10

Mr. Richards: I object to the custom of the office.

The Court: How can that be admissible, Judge Cole? Sustain the objection.

Q. Have you looked in your letter file to ascertain whether or not there was a letter from the C. J. Adams Company to Samuel H. Headley enclosing 20 the lease between Mr. Headley and Miss Dobbin?

Mr. Richards: I object.

The Court: I will permit that.

Mr. Richards: If your Honor please, what possible evidential value would it be whether there was a copy of a letter of transmittal to begin with and, secondly, it must be remembered that Headley was 30 Judge Cole's witness and he is now undertaking to contradict his own witness.

The Court: If he is so attempting he has a perfect right to do it, but that is not the point.

Mr. Cole: But I am not. Counsel called Mr. Headley back and testified that he had signed the lease at his office, that he had received through the mail from Adams Company.

The Court: Yes, I will permit it.

- 10 A. Yes, I have.  
Q. When did you look? When did you search?  
A. Why, I think it was about a week ago.  
Q. At whose request?  
A. Mrs. Naame's.  
Q. Was your search careful and thorough?  
A. Yes.  
Q. Were you able to find any letter transmitting this lease to Mr. Headley?  
A. No, sir.

- 20 Mr. Richards: Wait a minute; I object.

The Court: I will permit it.

Cross-examination.

By Mr. Richards:

- Q. How many people are there in C. J. Adams  
30 Company's office?  
A. Sixteen or seventeen, I presume.  
Q. In 1927 or 1928 how many were there?  
A. Same number.  
Q. In the summer time are there more people than that?  
A. No.

Q. When did you move into the present building?

A. March, 1927, I think it was.

Q. March, 1927?

A. March, 1927.

Q. Before that your offices were in this building,  
were they?

A. Yes.

Q. And you moved over on Tennessee Avenue? 10

A. Yes.

By Mr. Cole:

Q. You have a system of indexing your letters?

A. Alphabetically.

By Mr. Richards:

Q. Did you look to see if you had made a charge 20  
for drawing a lease to Headley?

A. Yes.

Mr. Cole: That is objected to as not cross-examination.

The Court: I will permit that.

Q. Did you find a charge?

A. I found a charge in March where I had drawn 30  
two leases; it was a cash entry, S. L. Doughty.

Q. That was March, 1927?

A. March the tenth.

Q. And that charge is just prior to the time that  
you moved?

Mr. Cole: She said it was a cash entry.

A. Yes, I guess it must have been.

Q. Was there anything about that entry from which you could trace the person who actually drew the lease?

A. No, sir.

10

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MRS. ISABEL D. NAAME, recalled.

Direct examination.

By Mr. Cole:

Q. Did you ever suggest to Mr. Doughty that he  
20 should change the gift of the property in question by a gift of Ohio Avenue property to build apartments?

A. No.

Q. Did you ever have any talk of that character with him?

A. No.

Q. Did he ever say, in connection with the gift of the property in question, that it was conditioned upon your building upon it?

30 A. No.

Q. Did you take seven dollars and a half in gold or any other sum in gold from his bureau drawer?

A. No.

Q. Did you give to this colored woman, Mrs. Maude St. John, a five dollar gold piece and a two and a half gold piece as a Christmas present?

A. I don't remember.

Q. If you did give her, as she says you did, did you take it out of his bureau drawer?

A. No.

Q. Did he ever tell you he had changed his mind, Mr. Doughty, about giving you this property in question?

A. No.

10

Q. Did he ever tell you that a mistake had been made in making the lease in your name rather than in his?

A. No.

Q. Mr. Doughty said that you gave him a part of the rents from this property; did you?

A. No.

Q. He said that one time he asked you whether you had that deed and that you made no reply. Did he ever ask you whether you had that deed?

20

A. He did not.

Q. Have you ever opened the bureau drawer in his bureau?

A. No.

Q. Did you ever have possession of his key for that bureau drawer?

A. No.

(No cross-examination.)

30

SOMERS L. DOUGHTY, recalled.

Further cross-examination.

By Mr. Cole:

- 10 Q. Maude St. John said that one day you were looking for some papers in the bureau drawer; is that true?  
A. Yes, sir.  
Q. Do you recall now what papers you were looking for?  
A. Yes, sir.  
Q. What were they?  
A. Some shares of the Guarantee Bank.  
Q. You mean the Guarantee Trust Company?  
20 A. Trust Company, yes, sir.  
Q. When was that?  
A. I can't recall the date.  
Q. Were you at that time looking for this deed?  
A. No, sir.  
Q. Did you ever look for the deed in that drawer?  
A. Sure.  
Q. When?  
A. Sometime in—well, after I was served with the papers in this suit.
- 30 Q. And after you knew that the deed had been recorded?  
A. No, I didn't know it had been recorded. I heard it had been recorded.  
Q. Didn't the papers say it had been recorded?  
A. I don't recall. I think perhaps it did.  
Q. So that you knew, when you were looking for

this deed, after the papers had been served, it had been recorded, didn't you?

A. Yes, sir.

Mr. Richards: I was going to say, if your Honor please, rather argumentative.

Mr. Cole: Do you object to it? 10

Mr. Richards: Yes.

The Court: Sustain the objection.

---

MRS. ISABEL D. NAAME, recalled. 20

Direct examination.

By Mr. Cole:

Q. I am not sure, Mrs. Naame, whether I asked you the question or not. If I did you may recall it and counsel may correct me. It has been testified here, in substance, that you said to Mr. Doughty on one occasion that, after this maid had discovered the copy of this letter that you have explained, that you made a threat against him and told him what you would do in the way of exposing him and put him in on the front page of the Press and so on. Did you ever make any such threat as that? 30

A. No.

Q. Did you ever refer to that letter at all to him?

A. No.

COMPLAINANT RESTS.

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10 Mr. Richards: I dislike calling witnesses back and forth upon it, but due to the time this case has been tried there is a matter I want to examine Mr. Doughty upon about that letter in reference to the testimony of Miss Dobbin.

The Court: I think under the circumstances you may do so.

---

20

SOMERS L. DOUGHTY, recalled.

Direct examination.

By Mr. Richards:

Q. Regarding this Davis letter, did you have any correspondence with Davis?

A. No, sir.

30 Q. Did you ever answer the letter?

A. No, sir.

Mr. Cole: Objected to. I don't see what that has got to do with the case.

The Court: Yes, what has that got to do with it?

Mr. Richards: If your Honor please, the reason I am asking these questions, this letter, which I thought was only marked for identification, seems to have gotten in the record and very likely counsel will try to argue that Davis and Mr. Doughty were in league in some shady enterprises and I want to rebut that assumption. That is why I am asking these questions.

10

The Court: I will permit the question. It was answered. The question has been answered in some of these cases. I will permit it.

Q. Did you ever conceal Davis in your house for a period of three days?

A. No, sir.

Q. For any period of any time?

A. No, sir. He has called at my house. He kept 20 his cars with me in my garage.

Q. Is that the incident to which Miss Dobbin referred, the fact he kept the cars in the garage?

A. I suppose so.

Q. At that time did you know anything about his business or his enterprises?

A. No, sir; always found him a gentleman, as far as I am concerned.

Cross-examination.

30

By Mr. Cole:

Q. He did visit your home?

A. Yes, sir.

Q. More than once?

A. Oh, yes. He often used to come around there when he came to get his car and I invited him up on the porch.

Q. Ever stay over night?

A. No, sir.

Q. Ever eat there?

A. No, sir.

10 Q. When was the first time he came to your home?

A. Don't remember.

Q. When was the last time?

A. I don't remember.

Q. How did you come to keep him?

A. By keeping his car in my garage.

Q. Prior to that you hadn't known him at all?

A. What?

Q. Prior to that you hadn't known him at all?

A. No, sir.

20 Q. Did you learn what his business was?

A. No, sir.

Q. Had you ever done any business with him before you received this letter?

A. No, sir.

Q. Were you surprised to receive it?

A. I don't know whether it is from that same Frank Davis or not. There are several Davises I have been intimate with. I don't know whether it is the Davis that she refers to or not.

30 Q. You saved this letter, didn't you and had it in your bureau drawer among your other valuables, didn't you?

A. Bureau drawer, yes, sir.

Q. Did you think it was valuable?

A. No, sir.

Q. Keep any other letters in that bureau drawer?

A. Yes, sir.

Q. Any other letters taken out?

A. I don't know.

Q. You haven't looked?

A. Well, I got no evidence. Had the evidence against this letter.

Q. Suppose you look at this envelope and letter and tell us whether that is from the Mr. Davis that you met and who had his car in your garage? 10

A. I can't say that. I don't know whether it is. I don't know his writing even.

Q. Have you read it?

A. Yes, sir.

Q. When did you read it?

A. When I got it in November last.

Q. Answer it?

A. No, sir.

Q. Why did you save it? 20

A. To take it to the bank.

Q. What?

A. I saved it to take it up to the bank.

Q. Did you take it to the bank?

A. I did and took it before the board.

Q. Was he a friend of yours?

A. Davis? No, sir.

Q. He ever talk business with you at all?

A. No, sir.

Q. Never suggested business? 30

A. No, sir.

Q. Never ever talked business in any way? You received this letter from a man who signs himself Frank Davis?

A. Yes, sir.

Q. And didn't answer it?

A. Didn't answer it.

Q. Well, if you weren't a friend of his and hadn't any interest in him, why did you take this letter to the Marine Trust Company of which you are a director, for the purpose of finding out whether the Trust Company would do what he requested?

A. I thought perhaps buying these Liberty Bonds  
10 might be a good investment for them.

Q. The bank?

A. To see that they could handle them, yes, sir. They were buying bonds at that time.

Q. Do you know what he meant when he said in this letter "This is a very nice piece of business and you can be sure after he gets money there you will not hear anything more about it"?

A. No, sir. I didn't know what he meant by that.

Q. And you didn't write to find out?

20 A. Sir? Write to find out? No, I wasn't interested.

Q. I say you didn't write to find out?

A. No, I wasn't interested enough in it.

Q. I notice this says "Kindly consider this, Mr. D." Does that Mr. D. refer to you, suppose?

A. Perhaps it does. That is my name.

Q. I notice it says also "You can find me here  
Brigate 4800, Apt. 1106—C. E. Davis"—had you  
heard of C. E. Davis, know who that is?

30 A. C. E. Davis lives up on States Avenue, isn't there, in the real estate business during the boom, I think it was, I don't know.

Q. He says he is to call you on Wednesday, ten P. M. Did he?

A. No, sir.

Q. He says "Many thanks for past and present favors."

A. Yes, sir.

Q. Had there been any past favors?

A. I believe he considered it a past favor.

Q. What were they?

A. My getting him a safe deposit box and keeping his jewelry and also having some furniture shipped 10 for him out of his house on States Avenue.

Q. Oh, did he live on States Avenue?

A. Oh, yes.

Q. How long?

A. I don't know.

Q. But you didn't know what his business was?

A. No.

DEFENDANT RESTS.

TESTIMONY CLOSED.

20

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STATE OF NEW JERSEY, }  
ATLANTIC COUNTY, } ss.

Be it remembered, that on this thirty-first day of December, in the year of our Lord one thousand nine hundred and twenty-six (1926) personally appeared Somers L. Doughty, widower, who I am satisfied is the grantor mentioned in the above deed or conveyance and I having first made known to him 30 the contents thereof, he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed. All of which is hereby certified.

LUCIUS I. WRIGHT,  
*Notary Public.*

EXHIBIT C1.

10/10/29 L.

55-143

10 No. 11743 Atlantic City, N. J. Mar 1— 1927  
 GUARANTEE TRUST COMPANY  
 Pay to the order of Isabel Dobbin \$100.00  
 One Hundred and.....00/100 Dollars  
 One Mo. Rent, Maryland-Drexel & Atlantic Ave.  
 Samuel H Headley

(In left-hand margin.)

SAMUEL H. HEADLEY

Builder

323 Guarantee Trust Building

20

(Endorsed)

Isabel Dobbin

Pay any Bank or Banker  
or Order

All Prior Endorsements  
Guaranteed

MARINE TRUST CO.

55-145 Atlantic City, N. J. 55-145

Wm. C. Kline, Jr., Sec. & Treas.

30

MAR 1 1927

(Perforated)

Paid 3-2-27

EXHIBIT C2.  
10/10/29 L.

No. 296 ATLANTIC CITY, N. J. August 3rd, 1927  
BANKERS TRUST COMPANY 55-149  
Pay to the order of ISABEL DOBBIN \$100.00 10  
ONE HUNDRED DOLLARS ONLY ...../100  
DOLLARS

Aug. Rental — Sta. #3

Samuel H Headley

(In left-hand margin.)  
HEADLEY'S SERVICE STATION  
Absecon Boulevard at New York Avenue

(Endorsed)

20

Isabel Dobbin  
Pay any Bank or Banker  
or Order  
All Prior Endorsements  
Guaranteed  
MARINE TRUST CO.  
55-145 Atlantic City, N. J. 55-145  
Wm. C. Kline, Jr., Sec. & Treas.  
AUG 5 1927

30

(Perforated)

Paid 8-6-27

## EXHIBIT C3.

10/10/29 L.

No. 338

10 ATLANTIC CITY, N. J. September 12th, 1927

BANKERS TRUST COMPANY 55-149

Pay to the order of ISABEL DOBBIN \$100.00

ONE HUNDRED AND no/100... /100 DOLLARS

Rental Sta. #3 Md. &amp; Drex Aves

Samuel H Headley

(In left-hand margin.)

HEADLEY'S SERVICE STATION

Absecon Boulevard at New York Avenue

20

(Endorsed)

Isabel Dobbin

Pay any Bank or Banker  
or Order

All Prior Endorsements

Guaranteed

MARINE TRUST CO.

55-145 Atlantic City, N. J. 55-145

Wm. C. Kline, Jr., Sec. &amp; Treas.

30

OCT 5 1927

(Perforated)

Paid 10-6-27

EXHIBIT C4.

10/10/29 L.

No. 407

ATLANTIC CITY, N. J. December 1st, 1927  
BANKERS TRUST COMPANY 55-149

Pay to the order of ISABEL DOBBIN \$200.00 10  
TWO HUNDRED DOLLARS ONLY...../100  
DOLLARS

Rental — Sta. #3 — Oct & Nov/27

Samuel H Headley

(In left-hand margin.)

HEADLEY'S SERVICE STATION

Absecon Boulevard at New York Avenue

(Endorsed)

20

Isabel Dobbin

Pay any Bank or Banker  
or Order

All Prior Endorsements  
Guaranteed

MARINE TRUST CO.

55-145 Atlantic City, N. J. 55-145

Wm. C. Kline, Jr., Sec. & Treas.

DEC 5 1927

30

(Perforated)

Paid 12-6-27

## EXHIBIT C5.

10/10/29

Atlantic City, N. J. July 28th 1928 No. 600

BANKERS TRUST COMPANY 55-149/3

10 Pay to the order of ISABEL DOBBIN \$500.00

FIVE HUNDRED DOLLARS ONLY.....Dollars

Rental — Md. &amp; Adr. Aves. to 5/1/28

Samuel H Headley

(Written in lead pencil)

Dec Jan Feb Mar Apr.

(In left-hand margin.)

HEADLEY'S SERVICE STATION

Absecon Boulevard at New York Avenue

20

(Endorsed)

Isabel Dobbin

Pay any Bank or Banker  
or Order

All Prior Endorsements

Guaranteed

55-687 AUG 1 1928 55-687

NEPTUNE TRUST COMPANY

Atlantic City, N. J.

30

(Perforated)

Paid 8-1-28

EXHIBIT C6.

10/10/29 L.

March 11th 1929

Mr. Somers L. Doughty,  
12 So. Indiana Avenue,  
Atlantic City, N. J.

10

Dear Mr. Doughty:

As per our recent conversation, I am herewith  
surrendering lease on the property at Drexel and  
Maryland Avenues, this City.

Very truly yours,

SHH/res  
encls. 1

20

EXHIBIT C7.

10/10/29 L.

THIS INDENTURE, made the Thirty first day  
of December in the year of our Lord one thousand  
nine hundred and twenty-six. (1926)

BETWEEN SOMERS L. DOUGHTY (widower) 30  
of the City of Atlantic City, County of Atlantic and  
State of New Jersey, party of the first part, and  
ISABEL DOBBIN, of the City of Atlantic City,  
County of Atlantic and State of New Jersey, party  
of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations lawful money of the United States of America, well and truly paid by the said party of the second part, to the said party of the first part, at and before the en sealing and delivery of these presents, the receipt  
10 whereof is hereby acknowledged has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and, by these presents does grant, bargain, sell alien, enfeoff, release, convey and confirm unto the party of the second part, her Heirs and Assigns, All that certain lot, tract or parcel of land and premises, situate in the City of Atlantic City, County of Atlantic and State of New Jersey, bounded and described as follows:

- 20 BEGINNING at a point being the North-West Corner of Drexel and Maryland Avenues, and running thence
- (1) Westwardly, in the Northerly line of Drexel Avenue, one hundred feet; thence
  - (2) Northerly, and parallel with Maryland Avenue, one hundred feet; thence
  - (3) Eastwardly, and parallel with Drexel Avenue, one hundred feet to the Westerly line of Maryland Avenue; thence
  - 30 (4) Southwardly, in the Westerly line of Maryland Avenue, one hundred feet to the place of beginning.

BEING the same premises conveyed unto the said Somers L. Doughty by two deeds. The first from Benjamin Bacharach and Hattie, his wife, dated July

11, 1921 and recorded in the office of the Clerk of Atlantic County at Mays Landing, N. J. in Book 650 of Deeds, page 492; the other from Joseph J. Schultz and Margaret, his wife, to the said Somers L. Doughty dated July 23, 1921 and recorded in the office of the Clerk of Atlantic County at Mays Landing, N. J. in Book 651 of Deeds, page 496.

10

TOGETHER with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances, to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof: AND ALSO all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said 20 premises with the appurtenances.

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances, unto the party of the second part, her Heirs and Assigns, to the only proper use, benefit and behoof, of the said party of the second part, her Heirs and Assigns, forever;

AND the said party of the first part, for himself, 30 his Heirs, Executors and Administrators does by these presents covenant, grant and agree to and with the said party of the second part, her Heirs and Assigns, that he the said party of the first part, or his Heirs, all and singular the hereditaments and premises herein above described and granted, or

mentioned and intended to be so, with the appurtenances unto the said party of the second part, her Heirs and Assigns, against him the said party of the first part, or his Heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof SHALL and WILL WARRANT and forever defend.

10

IN WITNESS WHEREOF the said party of the first part of these presents has hereunto set his hand and seal dated the day and year first above written.

Somers L. Doughty. (Seal)

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Lucius I. Wright

20

STATE OF NEW JERSEY }  
ATLANTIC COUNTY, } SS.

30

BE IT REMEMBERED, That on this Thirty first day of December in the year of our Lord one thousand nine hundred and twenty-six (1926) personally appeared SOMERS L. DOUGHTY (widower) who, I am satisfied, is the grantor mentioned in the above deed or conveyance, and I having first made known to him the contents thereof, he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed. All of which is hereby certified.

Lucius I. Wright

NOTARY PUBLIC.

In compliance with the statute I have presented an abstract of the within to

the Assessor of the taxing district  
therein mentioned.

WILLIAM A. BLAIR,  
Clerk.

RETURNED  
MAR —3 1929  
WM. A. BLAIR  
CLERK 10

—————  
(Endorsed)

792 1/29/29 9— \$2.40 Pd.

DEED  
Somers L. Doughty  
TO  
Isabel Dobbin 20

Dated . . . . .192  
Received January 29th 1929 At 9 A. M.  
and Recorded in the Clerks Office of  
Atlantic County, at Mays Landing,  
N. J. in Book #913 of Deeds, Folio  
#281 &c.

William A. Blair, Clerk.  
M. Z.

(SEAL) 30  
C. J. ADAMS CO.  
REAL ESTATE AND INSURANCE  
First Floor  
Real Estate and Law Building  
Atlantic City, N. J.  
Ret to Isabel Dobbin  
20 N. Ohio Ave.

## EXHIBIT C8.

10/10/29 L.

10 KNOW ALL MEN BY THESE PRESENTS,  
That I, DAVID H. BEST, Single, of the City of  
Atlantic City, County of Atlantic and State of New  
Jersey, held and firmly bound unto SOMERS L.  
DOUGHTY, Widower, of the City of Atlantic City,  
County of Atlantic and State of New Jersey, in the  
sum of Seventy Thousand (\$70000.00) Dollars law-  
ful money of the United States of America, to be  
paid to the said SOMERS L. DOUGHTY, Widower,  
his certain Attorney, Executors, Administrators, or  
Assigns; to which payment well and truly to be  
made I do hereby bind My Heirs Executors and  
20 Administrators firmly by these presents.

Sealed with My seal, dated the Fifth day of Jan-  
uary, in the year of our Lord one thousand nine  
hundred and twenty-nine.

30 THE CONDITION OF THIS OBLIGATION IS  
SUCH, That if the above bounden DAVID H.  
BEST, Single, his Heirs, Executors, Administra-  
tors, or any of them, shall and do well and truly  
pay, or cause to be paid, unto the above named  
SOMERS L. DOUGHTY, Widower, his certain At-  
torney, Executors, Administrators or Assigns, the  
just sum of Thirty-five Thousand (\$35000.00) Dol-  
lars, payable at any time within five (5) years from  
this date, without any fraud or further delay, then  
the above obligation to be void, or else to be and  
remain in full force and virtue.

David H. Best. (Seal)

Sealed and Delivered in the  
Presence of  
Margaret Greenstein

To John C. Reed, Esq., or any other Attorney of  
any Court of Law in New Jersey or Elsewhere:

This is to authorize you to appear for me and in 10  
my name, in any Court of competent jurisdiction,  
in case of the breach of the condition of the above  
Bond, and confess judgment for the penalty there-  
in contained as of the last or any subsequent term,  
with costs of suit and release of errors, and this  
shall be your sufficient warrant.

WITNESS My hand and seal this Fifth day of  
January, Anno Domini one thousand nine hundred  
and twenty-nine.

David H. Best. (Seal)

20

Sealed and Delivered in the  
Presence of  
Margaret Greenstein.

---

February 4th, 1929.

RECEIVED of David H. Best, the sum of Five  
thousand (\$5000.00) Dollars, on account of the prin-  
cipal of the within bond, and the mortgage accom-  
panying same, secured on premises in Atlantic City,  
known as the Northwest corner of Maryland and  
Drexel Aves.; the balance due on said Bond and its

30

accompanying mortgage being the sum of Thirty thousand (\$30,000.00) Dollars.

Somers L. Doughty.

Witness:

Alfred J. Showell

10

(Endorsed)

January 5th, 1929.

BOND AND WARRANT

DAVID H. BEST, Single Man,

TO

SOMERS L. DOUGHTY, Widower.

For \$35,000.00

John C. Reed, Esquire

Real Estate & Law Bldg.

Atlantic City, N. J.

20

EXHIBIT C9.

10/10/29 L.

30 THIS INDENTURE, made the Fifth day of January, in the year of our Lord one thousand nine hundred and twenty-nine, BETWEEN DAVID H. BEST, Single, of the City of Atlantic City, County of Atlantic and State of New Jersey, of the first part, and SOMERS L. DOUGHTY, Widower, of the City of Atlantic City, County of Atlantic and State of New Jersey, of the second part; WHEREAS, the said DAVID H. BEST, Single, in and by his

certain OBLIGATION or writing obligatory, under his hand and seal duly executed, and bearing even date herewith, stands bound unto the said party of the second part, in the sum of THIRTY-FIVE THOUSAND (\$35,000.00) Dollars, payable at any time within five years from the date hereof, with interest at the rate of six (6) per centum per annum payable semi-annually, without any fraud or further delay, as in and by said recited obligation and condition thereof, relation to the same being had, may more fully and at large appear. 10

NOW THIS INDENTURE WITNESSETH, That the said party of the first part, as well for and in consideration of the aforesaid debt or sum of THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS, and for the better securing the payment thereof unto the said party of the second part, his executors, administrators and assigns, in discharge of the said obligation above recited, as for and in consideration of the further sum of one dollar, in specie, well and truly paid to the said party of the first part, by the said party of the second part, at and before the ensealing and delivery hereof, the receipt of which one dollar is hereby acknowledged, has granted, bargained, sold, released and confirmed, and by these presents does grant, bargain, sell, release and confirm, unto the said party of the second part, his heirs and assigns, ALL THOSE certain lots, tracts, or parcels of land and premises situate, lying and being in the City of Atlantic City, County of Atlantic and State of New Jersey, bounded and described as follows: 20 30

Tract #1 — BEGINNING at a point being the Northwest corner of Drexel and Maryland Avenues; and extending thence (1) Westwardly, in the Northerly line of Drexel Avenue, 100 feet, thence (2) Northwardly, parallel with Maryland Avenue, 25 feet; thence (3) Eastwardly, parallel with Drexel Avenue, 100 feet to the Westerly line of Maryland Avenue; thence (4) Southwardly, in the Westerly line of Maryland Avenue, 25 feet to beginning.

Tract #2 — BEGINNING in the Westerly line of Maryland Avenue, 50 feet North of the Northerly line of Drexel Avenue; and extending thence (1) Westwardly, parallel with Drexel Avenue, 100 feet; thence (2) Northwardly, parallel with Maryland Avenue, fifty feet to 12½ feet wide alley; thence (3) Eastwardly, in and along the Southerly line of said alley and parallel with Drexel Avenue, 100 feet to the Westerly line of Maryland Avenue; thence (4) Southwardly, in the Westerly line of Maryland Avenue, 50 feet to beginning.

BEING the same premises conveyed unto Somers L. Doughty by deed from Joseph J. Schultz, et ux, dated July 23, 1921, and recorded in book 651, page 496.

ALL THOSE certain lots, tracts, or parcels of land and PREMISES situate, lying and being in the City of Atlantic City, County of Atlantic and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Westerly line of Maryland Avenue, 25 feet North of the Northerly line of Drexel Avenue; and extending thence (1)

Northwardly, in the Westerly line of Maryland Avenue, 25 feet; thence (2) Westwardly, and parallel with Drexel Avenue, 100 feet; thence (3) Southwardly, and parallel with Maryland Avenue, 25 feet; thence (4) Eastwardly, and parallel with Drexel Avenue, 100 feet to the place of beginning.

BEING the same premises conveyed unto Somers 10  
L. Doughty by deed from Benjamin Bacharach, et  
ux, dated July 11, 1921, and recorded in book 650,  
page 492.

This is a purchase money mortgage, the full price  
of the land being Forty Thousand (\$40,000.00) Dol-  
lars, and this mortgage is given to secure the pay-  
ment of Thirty-five Thousand (\$35000.00) Dollars  
consideration of the purchase of the land described  
above.

TOGETHER with all and singular the buildings, 20  
improvements, woods, ways, rights, liberties, privi-  
leges, hereditaments and appurtenances, to the same  
belonging, or in any wise appertaining, and the re-  
version and reversions, remainder and remainders,  
rents, issues and profits thereof;

TO HAVE AND TO HOLD the said hereditaments  
and premises above granted, or intended so to be,  
with the appurtenances, unto the said party of the 30  
second part, his heirs and assigns forever.

PROVIDED ALWAYS, NEVERTHELESS, that if  
the said DAVID H. BEST, his heirs, executors,  
administrators or assigns, do and shall well and  
truly pay, or cause to be paid, unto the said party

of the second part, his executors, administrators, or assigns, the aforesaid debt or sum of THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS on the day and time herein before mentioned and appointed for the payment thereof, together with lawful interest for the same, in like money in way and manner herein before specified therefor, without any  
 10 fraud or further delay, and without any deduction, defalcation or abatement to be made for, or in respect of, any taxes, charges, or assessments whatsoever; that then and from thenceforth, as well this present Indenture and the estate hereby granted, as the said OBLIGATION above recited, shall cease, determine and become absolutely null and void to all intents and purposes, anything herein before contained to the contrary thereof in any wise notwithstanding.

20

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

David H Best (Seal)

Signed, sealed and delivered }  
 in the presence of }

John C. Reed

Margaret Greenstein

30 STATE OF NEW JERSEY, }  
 ATLANTIC COUNTY, } ss.

BE IT REMEMBERED, that on this fifth day of January, in the year of our Lord one thousand nine hundred and twenty-nine, before me a Notary Public in and for the State of New Jersey, personally ap-



EXHIBIT C14.

10/10/29 L.

(Postmarked)

CHICAGO, ILL.

NOV 12

5.30 PM

1928

AIR MAIL

(Cancelled Stamp)

U. S. POSTAGE

Air Mail

48

5 Cents 5

Mr. Somers Doughty

11 South Indiana Ave

Atlantic City

New Jersey

(On back of envelope)

F. DAVIS.

THE PRATT LANE

1246-1248 Pratt Boulevard

CHICAGO

10

20

30

(Letter)

(Monogram)

Briargate  
4800

THE PRATT LANE  
1246-1248 Pratt Boulevard  
CHICAGO

Monday

10

Mr. Somers Doughty=

My dear friend=

I have a party who has One hundred and Eight  
Thousand Dollars of Liberty Bonds which are  
"registered" in his own name, he also has a draft  
for Thirty Thousand = Can you arrange to handle  
same. You will get (5 per cent) Bank must handle  
bonds = buying same = or making loan = I just  
want to bring him there to get his money, as we  
will bring him out West to close our business. Let  
me know as soon as possible as I will be ready  
This Thursday Nov 15 = This is a very nice piece  
of business and you can be sure after he gets his  
money there, you will not hear anything more about  
it = 20

Kindly consider this Mr. D you can phone me  
here Brigate 4800 Apt 1106 = C. E. Davis or  
wire me Pratt Lane Hotel Chicago = Yes— or  
No or I will call you Wednesday after at 10 P. M. 30  
your time = for answer = Many thanks for past  
and present favors.

Sincerely Yours,

Frank Davis

## EXHIBIT C15.

10/10/29 L.

The Pratt Lane H  
 1246-1248 Pratt Boul,  
 Chicg.

10

Monday

Mr. Somers Doughty  
 My dear friend —

I have a party who has One Hundred & eight  
 Thousand Dollars of Liberty Bonds, which are  
 "registered" in his own name; he also has a draft  
 for Thirty Thousand = Can you arrange to handle  
 same You will get (5 per cent) Bank must handle  
 20 bonds = buying same = or making loan = I just  
 want to bring him there to get his money, as we will  
 bring him out West to close our business. Let me  
 know as soon as possible as I will be ready This  
 Tues Thursday, Nov 15 = This is a very nice piece  
 of business and you can be sure after he gets his  
 money then, you will not hear anything more about  
 it =

Kindly consider this Mr. D. you can phone me  
 here Pirvate Beigate 4800 Apt 1106 = C. E. Davis  
 30 or wire me Pratt Lane Hotel Chicago = yes— or  
 No or I will call you Wednesday at 10 P. M. your  
 time = for answer = Many thanks for past and  
 present favors —

Sincerelly Yours  
 Frank Davis.

Copy of letter sent to Somers Doughty  
11 South Indiana Ave.  
Atlantic City  
New Jersey.

Air Mail —

Chicago, Ill.  
Nov 12  
5 30 P M  
1928  
Air Mail

10

---

EXHIBIT C18.  
10/10/29 L.

THIS INDENTURE, made the Fifth day of January, in the year of our Lord one thousand nine hundred and twenty-nine. 20

BETWEEN SOMERS L. DOUGHTY, Widower, of the City of Atlantic City, County of Atlantic and State of New Jersey, of the first part, and DAVID H. BEST, Single, of the City of Atlantic City, County of Atlantic and State of New Jersey, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of FORTY THOUSAND (\$40,000.00) DOLLARS, lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the ensembling and delivering of these presents, the receipt whereof is 30

hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, his heirs and assigns, ALL those certain lots, tracts or parcels of land and premises, situate, lying and being in the City of Atlantic City, County of Atlantic and State of New Jersey, bounded and described as follows:

10 Tract #1. BEGINNING at a point being the Northwest corner of Drexel and Maryland Avenues; and extending thence (1) Westwardly, in the Northerly line of Drexel Avenue, 100 feet; thence (2) Northwardly, parallel with Maryland Avenue, 25 feet; thence (3) Eastwardly, parallel with Drexel Avenue, 100 feet to the Westerly line of Maryland  
20 Avenue; thence (4) Southwardly, in the Westerly line of Maryland Avenue 25 feet to beginning.

30 Tract #2. BEGINNING in the Westerly line of Maryland Avenue 50 feet North of the Northerly line of Drexel Avenue; and extending thence (1) Westwardly, parallel with Drexel Avenue, 100 feet; thence (2) Northwardly, parallel with Maryland Avenue, 50 feet to 12½ feet wide alley; thence (3) Eastwardly, in and along the Southerly line of said alley and parallel with Drexel Avenue 100 feet to the Westerly line of Maryland Avenue; thence (4) Southwardly, in the Westerly line of Maryland Avenue, 50 feet to beginning.

BEING the same premises conveyed unto Somers L. Doughty by deed from Joseph J. Schultz, et ux,

dated July 23rd, 1921, and recorded in book 651, page 496.

All that certain lot, tract or parcel of land and premises, situate, lying and being in the City of Atlantic City, County of Atlantic and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Westerly line of Maryland Avenue, 25 feet North of the Northerly line of Drexel Avenue, and extending thence (1) Northwardly, in the Westerly line of Maryland Avenue, 25 feet; thence (2) Westwardly, and parallel with Drexel Avenue, 100 feet; thence (3) Southwardly, and parallel with Maryland Avenue, 25 feet; thence (4) Eastwardly, and parallel with Drexel Avenue, 100 feet to the place of beginning. 10

BEING the same premises conveyed unto Somers L. Doughty by deed from Benjamin Bacharach, et ux, dated July 11th, 1921, and recorded in book 650, page 402. 20

TOGETHER with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof: 30

AND ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first

part, of, in and to the said premises, with the appurtenances:

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances, unto the said party of the second part, his heirs and assigns, to the only proper use, benefit and behoof of the said  
 10 party of the second part, his heirs and assigns forever.

AND the said SOMERS L. DOUGHTY, Widower, his heirs, executors and administrators, does by these presents covenant, grant and agree to and with the said party of the second part, his heirs and assigns, that he the said SOMERS L. DOUGHTY, Widower, his heirs, all and singular the hereditaments and premises herein above described and  
 20 granted, or mentioned and intended to be so, with the appurtenances, unto the said party of the second part, his heirs and assigns, against him the said SOMERS L. DOUGHTY, Widower, his heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, SHALL and WILL WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the said party of the  
 30 first part to these presents has hereunto set his hand and seal dated the day and year first above written.

Somers L. Doughty (Seal).

Signed, sealed and delivered }  
 in the presence of }  
 Margaret Greenstein

STATE OF NEW JERSEY, }  
ATLANTIC COUNTY, } ss.

BE IT REMEMBERED, that on this fifth day of January, in the year of our Lord one thousand nine hundred and twenty-nine, before me, A Notary Public in and for the State of New Jersey, personally appeared SOMERS L. DOUGHTY, Widower, who, 10  
I am satisfied is the grantor mentioned in the above deed or conveyance and I having first made known to him the contents thereof he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed. All of which is hereby certified.

Margaret Greenstein  
Notary Public (Seal).

RETURNED  
FEB -4 1929 20  
WM. A. BLAIR  
CLERK

In compliance with the statute I have presented an abstract of the within to the Assessor of the taxing district therein mentioned.

WILLIAM A. BLAIR,  
Clerk.

S. L. Doughty JAN 5 1929 30  
1/7/29 9  
9282 2.75 Chg

DEED  
SOMERS L. DOUGHTY, Widower,  
to  
DAVID H. BEST.

Dated January 5th, 1929.

Received in the Clerks office of the  
County of Atlantic on the 7th day of  
January A. D. 1929 at 9 o'clock in the  
forenoon, and recorded in Book #913  
of DEEDS for said County, on pages  
#98 &c.

10

William A. Blair, Clerk,  
M. Z.

(On label)

SOUTH JERSEY TITLE AND  
FINANCE COMPANY  
Atlantic City — New Jersey  
(Seal)

20

30

EXHIBIT D2.

10/10/29

CAROLINA GARAGE

No. 586

115 S. South Caroline Avenue

ATLANTIC CITY, N. J. Jan 5 1928

10

Pay to the order of S. L. Dougherty \$5000.00

Five Thousand .....DOLLARS

To the

MARINE TRUST COMPANY

55-145 ATLANTIC CITY, N. J.

CAROLINA GARAGE

David H. Best.

(In left-hand margin)

This check is in settlement of  
the following invoices.

20

Date

Amount

Total of invoices

Cash dis %

Less freight

Amount of check

No acknowledgment necessary, your en-  
dorsement on back hereof is sufficient.

(Endorsed)

30

S. L. Dougherty.

(Perforated)

Paid 1-5-28

EXHIBIT D3.

10/10/29 L.

10 CAROLINA GARAGE No. 626  
 115 S. South Carolina Avenue  
 ATLANTIC CITY, N. J. 2/4 1929  
 Pay to the order of S. L. Dougherty \$5000.  
 Five Thousand ..... DOLLARS  
 To the  
 MARINE TRUST COMPANY  
 55-145 ATLANTIC CITY, N. J.

Carolina Garage  
David H. Best.

(In left-hand margin)

20 This check is in settlement of  
the following invoices

Date	Amount
Total of invoices	
Cash Dis %	
Less freight	
Amount of check	

No acknowledgment necessary, your endorsement on back hereof is sufficient.

(Endorsed)

30

S. L. Dougherty.  
S. L. Doughty.

(Perforated)

Paid 2-5-29

CONCLUSIONS.

IN CHANCERY OF NEW JERSEY.

---

Between

10

ISABEL DOBBIN NAAME,  
*Complainant,*  
 and  
 SOMERS L. DOUGHTY, *et*  
*al.,*  
*Defendants.*

On Bill, &c.  
 Conclusions.  
 (Not for Print.)

---

MESSRS. COLE & COLE and MR. PAUL M. SALSBURG,  
 for complainant.  
 MR. JOHN C. REED and MR. EMERSON RICHARDS,  
 for defendant.

20

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INGERSOLL, V. C.:

The bill alleges that on December 31, 1926, Somers L. Doughty granted and conveyed to the complain- 30  
 ant certain premises at the corner of Drexel and Maryland Avenues, in the City of Atlantic City, New Jersey. Said deed was acknowledged on said date and recorded in the clerk's office of Atlantic County at Mays Landing, New Jersey, on January 29, 1929. On January 5, 1929, Doughty granted and

conveyed said premises to David H. Best, which deed was recorded January 7, 1929, in the clerk's office aforesaid. The consideration for said last mentioned deed was \$40,000, for a portion of which a mortgage was made to Doughty in the sum of \$35,000, and recorded on the same date; that the deed from Doughty to Best was not a bona fide  
10 transaction, that it creates a cloud upon the title and that it conveyed no interest, and the mortgage from Best to Doughty is not a lien upon the premises.

The answer of Doughty is a denial that said alleged conveyance was ever delivered to the complainant and that the same was removed from his home and from the place where he had kept the same for safe-keeping, and from his custody, and placed on record without his consent or knowledge,  
20 and contrary to his intent.

The complainant is a stepdaughter of the defendant and resided in his home as a member of his family for many years after the death of her mother, Doughty's wife. Their relations were as father and daughter. He gave her other properties. He advanced large sums of money to make improvements upon the other properties. Admittedly, there was, at one time, an intention that this property should also be a gift to her, for the purpose of erecting  
30 an apartment house thereon, but later and more mature consideration evinced that the location was not a suitable one for the erection of an apartment house and arrangements were made to build one in a more populous section of Atlantic City. The contemplated gift of this property was reconsidered and instead of destroying the deed, which had al-

*Decree Annulling Deed and Dismissing* 259  
*Bill of Complaint*

ready been prepared and executed (but not delivered) it was placed in a desk or other receptacle in his house, where it remained until unhappy differences arose between the complainant and the defendant. She took possession of this instrument and caused it to be recorded.

Without further stating the evidence, I find as a fact that this deed was never delivered to her and that it is improperly of record. A decree will be advised in accordance with these views. 10

---

DECREE ANNULING DEED AND DISMISSING BILL OF COMPLAINT.

D-72-260.

IN CHANCERY OF NEW JERSEY. 20

---

Between

ISABEL DOBBIN NAAME,  
*Complainant,*

and

SOMERS L. DOUGHTY, *et*  
*al.,*

*Defendants.*

On Bill, &c.  
Decree Annulling  
Deed and Dismissing  
Bill of Complaint. 30

---

This cause coming on to be heard in the Court of Chancery at the Chancery Chambers, in the City of

260 *Decree Annuling Deed and Dismissing  
Bill of Complaint*

Atlantic City, County of Atlantic and State of New Jersey, in the presence of Messrs. Cole & Cole, and Paul M. Salsburg, solicitors for and of counsel with the complainant, and Messrs. John C. Reed and Emerson L. Richards, solicitors for and of counsel with the defendants, and the pleadings and evidence  
10 having been heard and considered and the argument of counsel having been made, and it appearing to the Court that the complainant is not entitled to the relief sought and prayed for by her in her bill of complaint, it is, on this 19th day of December, A. D., 1930, ordered, adjudged and decreed that the said bill of complaint shall be dismissed.

And it is further ordered, adjudged and decreed that the defendant shall have leave to file a copy of this decree with the county clerk of Atlantic County  
20 at Mays Landing, New Jersey, and the said county clerk shall thereupon cancel the record of the deed referred to in the complainant's bill of complaint, which deed was made by Somers L. Doughty to Isabel Dobbin (now Isabel Dobbin Naame), and dated December 31st, 1926, and describes the following lands and premises:

All those certain lots, tracts or parcels of land and premises, situate, lying and being in  
30 the City of Atlantic City, County of Atlantic and State of New Jersey, bounded and described as follows:

Tract #1. BEGINNING at a point being the Northwest corner of Drexel and Maryland Avenues, and extending thence (1) Westwardly, in the Northerly line of Drexel Avenue, 100 feet; thence (2) Northwardly, parallel with Maryland

*Decree Annulling Deed and Dismissing* 261  
*Bill of Complaint*

Avenue, 25 feet; thence (3) Eastwardly, parallel with Drexel Avenue, 100 feet to the Westerly line of Maryland Avenue; thence (4) Southwardly, in the Westerly line of Maryland Avenue 25 feet to beginning.

Tract #2. BEGINNING in the Westerly line of Maryland Avenue 50 feet North of the Northernly line of Drexel Avenue; and extending thence (1) Westwardly, parallel with Drexel Avenue, 100 feet; thence (2) Northwardly, parallel with Maryland Avenue, 50 feet; to 12½ feet wide alley; thence (3) Eastwardly, in and along the Southerly line of said alley and parallel with Drexel Avenue 100 feet to the Westerly line of Maryland Avenue; thence (4) Southwardly, in the Westerly line of Maryland Avenue, 50 feet to beginning. 10 20

BEING the same premises conveyed unto Somers L. Doughty by deed from Joseph J. Schultz, et ux, dated July 23rd, 1921, and recorded in book 651, page 496.

All that certain lot, tract or parcel of land and premises, situate, lying and being in the City of Atlantic City, County of Atlantic and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Westerly line of Maryland Avenue, 25 feet North of the Northernly line of Drexel Avenue; and extending thence (1) Northwardly, in the Westerly line of Maryland Avenue, 25 feet; thence (2) Westwardly, and parallel with Drexel Avenue, 100 feet; thence (3) Southwardly, and parallel with 30

262 *Decree Annulling Deed and Dismissing  
Bill of Complaint*

Maryland Avenue, 25 feet; thence (4) Eastwardly, and parallel with Drexel Avenue, 100 feet to the place of beginning.

10 BEING the same premises conveyed unto Somers L. Doughty by deed from Benjamin Bacharach, et ux, dated July 11th, 1921, and recorded in book 650, page 402.

And it is further ordered, adjudged and decreed that the defendant be allowed his costs to be taxed.

WALKER,  
C.

Respectfully advised,  
R. H. INGERSOLL,  
V. C.

20

30

NOTICE OF APPEAL.

72-260.

(Filed Dec. 27, 1930.)

IN CHANCERY OF NEW JERSEY.

10

Between

ISABEL DOBBIN NAAME,  
*Complainant,*  
 and  
 SOMERS L. DOUGHTY and  
 DAVID H. BEST,  
*Defendants.*

On Bill, etc.  
 Notice of Appeal.

20

*To John C. Reed, Solicitor for Defendants:*

The complainant, Isabel Dobbin Naame, hereby appeals from the final decree made in the above-entitled cause on the 19th day of December, nineteen hundred and thirty, made by the Chancellor on the advice of Vice-Chancellor, Robert H. Ingersoll, and from the whole and every part thereof, to the Court of Errors and Appeals in the last resort in all causes.

30

Dated: December 26th, 1930.

PAUL M. SALSBURG,  
*Solicitor for Complainant.*

PAUL M. SALSBURG,  
*Of Counsel with Complainant.*

I conceive there is good cause for appeal in the above-entitled cause.

PAUL M. SALSBURG,  
*Of Counsel with Complain-  
ant.*

10

—

[ENDORSED]

Service acknowledged Dec. 26, 1930.  
John C. Reed,  
Solicitor for Defendants.

20

30

PETITION OF APPEAL.  
72-260.

(Filed Jan. 14, 1931.)

NEW JERSEY COURT OF ERRORS AND APPEALS. 10

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Between  
ISABEL DOBBIN NAAME,  
*Complainant-Appellant,*  
and  
SOMERS L. DOUGHTY, *et*  
*al.,*  
*Defendants-Respondents.*

On Bill, &c.  
Petition of Appeal.

20

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

The petition of Isabel Dobbin Naame, the appellant in the above entitled cause, respectfully shows that your petitioner finds herself aggrieved by a final decree made in the Court of Chancery by his Honor, Edwin Robert Walker, Chancellor of the State of New Jersey, upon the advice of the Hon. Robert H. Ingersoll, Vice-Chancellor, bearing date the 19th day of December, 1930, in a cause wherein Isabel Dobbin Naame was complainant and Somers L. 30

Doughty and David H. Best were defendants, in this respect, to wit, that the said decree orders, adjudges and decrees that the bill of complaint be dismissed; and in this respect, to wit, that the said decree orders, adjudges and decrees that the defendant shall have leave to file a copy of the decree with the county clerk of Atlantic County, and that  
10 the said county clerk shall thereupon cancel the record of the deed referred to in the complainant's bill of complaint, which said deed was made by Somers L. Doughty to Isabel Dobbin (now Isabel Dobbin Naame), and dated December 31st, 1926, describing the property specifically described in the decree; and in this respect, to wit, that the said decree orders, adjudges and decrees that the defendant be allowed his costs to be taxed; and your petitioner humbly appeals from such portions of the decree of  
20 the Chancellor which decree as aforesaid upon the ground that the same is erroneous for that the evidence did not warrant the said decree, and for that it appeared from the evidence that the said deed mentioned in the decree was given by the defendant, Somers L. Doughty to the complainant as a gift, and for that it appeared from the evidence that the sale from the defendant Doughty to the defendant Best was not a bona fide transaction, and that Best paid no consideration therefor, and that the  
30 said Best and said Doughty arranged for said conveyance, and the mortgage which was given by the said defendant Best to the said defendant Doughty was given to defeat the rights of complainant under said deed, and said Best holds the title to said premises as trustee for the sole use and benefit of said Doughty, and for that it appeared from the evidence

that the said Best had actual notice of complainant's deed from the said Doughty, and for that the transaction involved an interest in land, and the said Chancellor should not have disregarded the transfer of title to complainant by written instrument because of the provisions of the statute of frauds, and for that the said Chancellor should have decreed that the said deed from the said Doughty to the said Best conveyed no interest, and that the mortgage from the said Best to the said Doughty was not a lien upon the property, and that the said deed and the said mortgage be cancelled of record, and that the appellant is the unqualified owner of the premises by virtue of the deed to her, or the said Chancellor should have decreed that the mortgage from said Best to the said Doughty be assigned to complainant, and that the said Doughty account to appellant for the value of said premises. 10 20

Your petitioner, therefore, prays that the said decree of the said Chancellor may be, in the particulars aforesaid, reversed, set aside and for nothing holden and that the record may be remitted to the Court of Chancery, with instructions to enter a decree as prayed for by complainant, with costs and counsel fee to appellant, and that your petitioner may have such relief in the premises as to this Honorable Court shall seem meet.

PAUL M. SALSBURG, 30

*Solicitor of Appellant.*

MERRITT LANE,

*Of Counsel with Appellant.*



68

New Jersey Court of Errors and Appeals

Between

ISABEL DOBBIN NAAME,  
Complainant-Appellant,

*and*

SOMERS L. DOUGHTY and DAVID  
H. BEST,  
Defendants-Respondents.

On Appeal from  
Chancery.

(Italics, etc., ours, except where otherwise noted.)

**BRIEF FOR APPELLANT.**

**Statement of the Case.**

This is a companion case to those on appeal here under the title of Somers L. Doughty, Complainant-Respondent *vs.* Isabel Dobbin Naame, Defendant-Appellant, and the relationship of the parties has been considered to such an extent in the brief of the appellant in those cases, appellant here, as that we will attempt to circumscribe the story with respect to the relationship of the parties and the general situation as shortly as we may.

The bill was filed by the stepdaughter after the stepfather had filed the bills in the other cases and set up that on December 31, 1926 the stepfather had conveyed to the stepdaughter property on the northwest corner of Drexel and Maryland Avenues, the deed not being recorded until January 29, 1929 (p. 4), and that on January 5, 1929, prior to the record of the deed, the step-

father had conveyed the same premises to defendant Best for a stated consideration of \$40,000 and that a purchase money mortgage was taken back to secure \$35,000 of the purchase price which deed and mortgage were recorded on January 7, 1929. The charge was made that the transfer from the stepfather to Best was not bona fide but an arrangement between them to defeat the rights of the stepdaughter under her deed. The specific prayer of the bill was that it be decreed that the deed from the stepfather to Best conveyed no interest and that the mortgage from Best to the stepfather is not a lien upon the premises and that it should be canceled of record, but the bill also contained a prayer for other relief and, even if it appear that, at the time of the conveyance to Best, Best had no notice of the stepdaughter's claim and was a bona fide purchaser for value without notice, relief could have been granted to complainant by a decree that the mortgage from Best to the stepfather be assigned to complainant and that the stepfather account to complainant for the value of the premises, and the failure of the Court to so decree is made a ground of appeal in the petition of appeal (p. 267).

The answer of the stepfather (p. 8) admitted the signing and acknowledgment of the deed but denied that it was delivered to complainant and alleged that the sale to Best was bona fide.

Best filed no answer nor counterclaim, nor did the stepfather file a counterclaim.

Testimony was taken and the Court filed conclusions (p. 257) in which it said (p. 258):

“The complainant is a stepdaughter of the defendant and resided in his home as a member of his family for many years after the death of her mother, Doughty's wife. Their relations were as father and daughter. He gave her other properties. He advanced large sums of money to make improvements

upon the other properties. Admittedly, there was, at one time, an intention that this property should also be a gift to her, for the purpose of erecting an apartment house thereon, but later and more mature consideration evinced that the location was not a suitable one for the erection of an apartment house and arrangements were made to build one in a more populous section of Atlantic City. The contemplated gift of this property was reconsidered and instead of destroying the deed, which had already been prepared and executed (but not delivered) it was placed in a desk or other receptacle in his house, where it remained until unhappy differences arose between complainant and the defendant. She took possession of this instrument and caused it to be recorded."

Thereupon the decree (p. 259) was entered which not only dismisses the bill of complaint (p. 260) but adjudges that the defendant have leave to file a copy of the decree with the County Clerk and that the County Clerk shall thereupon cancel the record of the deed (p. 260).

From that decree the stepdaughter appeals (notice of appeal, p. 263; petition of appeal, p. 265).

### **Statement of the Facts.**

**The evidence with respect to whether the deed was delivered.**

It is conceded that a deed for this property dated December 31, 1926, was duly executed by defendant and duly acknowledged by him on the 31st day of December, 1926. (Exhibit C-7, p. 233.)

The story told by the stepdaughter with respect to this deed is (p. 87):

“Q. Will you please state how you came into possession of that deed and about the time? A. The lot in question was in litigation—

Q. The deed, speaking about the deed for this lot, how did you come to get it and about what time? A. My father brought it home on Saturday afternoon and gave it to me about, I think, the day it was written.

Q. Do you recall if he said anything to you at the time and, if so, say what it was? A. ‘*Here is the deed to the property that I have given you.*’

Q. Had there been any previous talk between you two about that property before this date? A. It was in litigation with the Sweeney Estate and he said if he won the case he would give the lot to me.

Q. Did he win it? A. He did.

Q. What did you do with that deed after he handed it to you? A. *I put it in my bureau drawer and sometime after that took it up and put it in my box.*

Q. How long did you have it in your bureau drawer? A. I couldn’t say offhand, *possibly a month or two.*

Q. And where was the box in which you placed the deed? A. *Atlantic Safe Deposit and Trust Company.*

Q. Did it remain there all the time until you finally took it and had it recorded? A. It did.

Q. You put it in the box yourself? A. Yes.

Q. Did anyone go with you at the time you had that deed? A. Miss Crouch went with me.”

The stepdaughter learned, about the middle of January, 1929, that the stepfather had made a conveyance of this property to Best and she immediately went to her box and got the deed out and recorded it (p. 89).

The stepdaughter testified: The stepfather and she and Miss Crouch often went to Philadelphia

by automobile together and, when passing this property, the stepfather referred to it on more than one occasion as "*There is another property I gave Babe*"; she took the deed out of her box on January 28th, 1929 (p. 95); she did not know that a deed should be recorded (pp. 103, 104); she did not think of recording this deed until she heard that the stepfather was negotiating or had sold the property, whereupon she discussed the matter with Henry Kuehnle and told him that she had a deed for the property and he said, "Is it recorded?" I said, 'I don't know.' He said 'You better get it out of your box and see.'"; whereupon she went to her box and found that it was not recorded and she then recorded it (p. 108).

An attempt was made to show that she knew deeds should be recorded because of previous deeds which had been given to her by her stepfather which *were* recorded, but it appears that in those transactions her stepfather, through C. J. Adams Company, a real estate concern, took care of the matter for her (p. 104).

Edith Crouch, who had known the stepfather for several years before he married the mother of complainant in 1914, and who was a friend of the family, visiting them quite often and eating at the table, and who went off on trips with both the stepfather and stepdaughter, testified that he often said, when they were on their way up to the Savoy, passing the property involved here, "Here is another property I give Isabel, or something to that effect."

She stated that she knew that complainant had a strong box in the Atlantic Safe Deposit and Trust Company for complainant had papers of the witness in that strong box, and (page 131):

"Q. Were you with her when she went to the Atlantic Safe Deposit and Trust Company to deposit your mother's will? A. I was.

Q. Did she have with her any other paper than that will? A. She had the deed to Maryland and Drexel.

Q. How do you know she had the deed? A. I saw it.

Q. When did you first see that deed? A. A few days after she got it in her house, she showed it to me.

Q. Where did you meet her on the day that you together went to the Atlantic Safe Deposit and Trust Company? A. I called for her at her house.

Q. How did it come about that this will of your mother's was placed in her strong box? A. We didn't have any box and she offered to put it in for us, so she said she would take it up when she went up the next day, so she said she wanted to take her deed up, so I went with her."

Joseph S. Naame, whom defendant married on February 6, 1929, and to which marriage the stepfather objected and the insistence upon which by the stepdaughter caused the stepfather to become incensed against her and to attempt in the other two suits to get back from her moneys which he had given to her as gifts, serving her with the papers in those suits an hour before the time scheduled for the marriage, and who was very intimate with both the stepfather and stepdaughter for some time prior to the break in October, 1928, *i. e.*, from 1925 on, until he announced that he intended to marry the stepdaughter, said that the stepfather told him that he was in litigation with the Sweeneys about the property at Drexel and Maryland Avenues, and (p. 138):

"A. He told me *in case he won this lot he was going to give this lot to his daughter as another gift and that I may have another job building an apartment house on it.*

Q. Now, did there come a time when you knew or had been told that he had made a

deed to this property to his—Miss Dobin?  
A. Yes, sir.

Q. When was that first you knew of it? A. That first I knew of it, I went—he called me up to his house one day and we talked over the advisability of an apartment on the lot and he said that he won the case now and that *he already given the land to his daughter and that what I thought of an apartment on there.* And we talked pro and con about the apartment and I told him probably it wouldn't be out there inasmuch as there was one out north didn't pay. I would like the job, but couldn't very well recommend him to build an apartment there. He said, '*However,*' he said '*why you better build something on it to carry the lot*' and I did build a gasoline station on there for him.

Q. For whom did you build a gasoline station? A. The gasoline station I was paid by Mr. Doughty.

Q. How much money was spent on the building? A. The best of my recollection was somewhere about fifteen hundred dollars, fourteen or fifteen hundred dollars, in that neighborhood."

The witness stated (p. 139) that he thought that the litigation was settled either in the late summer or early fall of 1926, but he said that he did not really know the date.

Allen B. Endicott, Jr., produced by the stepfather, said that the bill in the case was filed on August 19, 1924, and the Vice Chancellor's conclusions filed on December 28, 1925, and that they were paid their taxed costs on February 18, 1926 (p. 173). The deed bears date December 31, 1926 (p. 233) which *was* after the settlement of the litigation.

Samuel H. Headley, who occupied the premises beginning March, 1927, took possession of the premises by virtue of a lease (p. 13) *between the stepdaughter and himself.* In March, 1929, his

business being a losing proposition, he asked the stepfather to relieve him of the lease to which the stepdaughter agreed and he returned the lease to the stepfather and therefore had no copy (p. 13). The stepfather and his counsel were called upon to produce the lease (p. 13) and the following colloquy took place:

“Mr. Cole (counsel for the stepdaughter):  
And you have no copy?

Mr. Doughty: No, I haven't; I don't know where it is.”

The negotiations for the lease were between the stepfather and the witness and the rents were sent to the stepfather but *the checks were drawn to the stepdaughter*. The witness testified (p. 14):

“Q. To whom were the payments made while they were being made? A. They were made, the lease was drawn when I received the lease, *the lease was drawn in the name of Isabel Dobbin, naturally I drew the checks as the lease called for to Isabel Dobbin.*

Q. Have you the checks there? A. I have some of them. I don't think they are all here.

Q. Will you produce those that you have? A. That is the first check that was drawn.

Q. All these checks that are here was for rent? A. Yes, sir; they are on account of rent, yes.”

The checks which were found and produced were as follows:

March 1, 1927.....	\$100.00 (Ex. C-1, p. 228)
August 3, 1927.....	100.00 (Ex. C-2, p. 229)
Sept. 12, 1927.....	100.00 (Ex. C-3, p. 230)
Dec. 1, 1927.....	100.00 (Ex. C-4, p. 231)
July 28, 1928.....	500.00 (Ex. C-5, p. 232)

The stepdaughter got the rents (pp. 198, 99).

The witness produced a copy of a letter dated March 11, 1929, the original of which letter enclosed the lease to the stepfather (pp. 15, 16).

No protest was made by the stepfather as to the checks for the rent being made to the stepdaughter; certain improvements were made by the witness upon the property; the rent of the first year was \$100 a month, after that a trifle higher, and the witness thought that the lease was on a yearly basis with an option for a three year period (p. 16); the lease was on a form of the real estate agent, C. J. Adams & Co. (p. 19); the letters enclosing the checks for the rent drawn to the order of the stepdaughter were sent to the stepfather (p. 24).

We direct the Court's attention to the fact that the date of the letter, Exhibit D-1, as printed (p. 24) must be an error, for the \$500 check which was enclosed was dated July 28, 1928 (p. 15), and when counsel referred to the date of the letter on page 23 he referred to it as July 28, 1928. It is printed "July 29, 1929" (p. 24), but that is impossible because the lease was surrendered and returned by the letter of *March* 11, 1929 (p. 15).

The witness thought that the lease came from C. J. Adams Co. and he knew that when it came it was signed by the stepdaughter (p. 32).

The testimony of this witness is highly significant. It not only shows that, after the deed was made by the stepfather to the stepdaughter on December 31, 1926 (p. 233), he caused the premises to be leased *in the name of his stepdaughter as landlord*, but also as late as March 11, 1929, two months after the stepfather claims that he had made a conveyance of this property to a bona fide purchaser for value, Best, the deed to Best being dated January 5, 1929, the stepfather was dealing with this property without regard to Best and consented to a release of the lease of the wit-

ness Headley, the lease being surrendered to him on March 11, 1929 (pp. 13, 27).

To meet this case the stepfather said that he had received the lease from the witness Headley but that he could not find it, and (p. 37):

“Q. Did you receive it from Mr. Headley?

A. Yes, sir.

Q. What did you do with it? A. I don't remember, Judge.

Q. What? A. I don't remember.

Q. Have you hunted for it? A. I have.

Q. Where did you hunt? A. In my house.

Q. Well, where would you have put the paper? A. Very likely that I burned it or tore it up. I very seldom keep any old leases, never no good to me.

Q. How did it happen that you preserved the letter that you received from Mr. Headley enclosing the check? A. I don't know. That was amongst some other papers that I had, I was looking over the other day and happened to find it.

Q. Burn up both copies of the lease? A. Did I have both copies?

Q. Did you burn up both copies of the lease? A. I only had one copy.

Q. *Didn't you have the copy that Miss Dobbin was supposed to have?* A. No, sir.

Q. *She have that?* A. Yes, sir.”

It is almost impossible to believe that this stepfather should have burned, or torn up, this lease at a time when he was in litigation with his stepdaughter, the bills in the two cases heretofore mentioned having been filed about February 6, 1929 and the bill in the instant case having been filed on or about the 1st of March, 1929, and an injunction having been obtained restraining the stepfather “from assigning, transferring, hypothecating or in any wise disposing of the bond and mortgage passed to him in the sum of \$35,000, and referred to in said bill” (p. 1). The lease

was sent back to him with the letter of March 11, 1929.

The stepfather made one significant statement and we repeat it (p. 37):

“Q. *Didn't you have the copy that Miss Dobbins was supposed to have?* A. *No, sir.*  
Q. *She have that?* A. *Yes, sir.*”

This is a concession by the stepfather that he did in fact lease the property *in the name of his stepdaughter and that she did in fact have the copy of the lease, and yet his position now is that the deed was never delivered.*

The stepfather explained the absence of some papers by saying that he thought his Airdale dog had chewed them up (p. 40).

The stepfather testified (p. 56):

“Q. Now, at that time it appears that there was a deed dated December 31, 1926, which has been offered in evidence, Exhibit C-7. In view of the statement you have just made to Best, how do you explain the fact that you had apparently executed that deed?

\* \* \* \* \*

A. I had that deed drawn, expecting to give it to my daughter, if she built on this ground, instead of that I bought the Ohio Avenue instead and never delivered this deed.

Q. Was this deed, as far as you know, of record at the time that you made this deal with Mr. Best? A. No, sir; to the best of my knowledge it wasn't of record. Should not have been of record.

Q. Where was the deed, as far as you knew, at that time? A. *In my bureau drawer, in my bedroom at home, locked up.*

Q. When had you last seen the deed? A. Oh, for a year or more.

Q. You hadn't seen it, you mean or you had seen it? A. Hadn't seen it.

Q. You hadn't seen it for a year or more? A. No, sir.

Q. Had you looked for it? A. No, sir.

Q. You believe the deed was in your bureau drawer at the time you told Best in the title company that he didn't need to make a search? A. Yes, sir.

Q. Had it ever been given to your daughter? A. No, sir.

Q. Had it ever been handed to her? A. No, sir.

Q. Had anybody on your behalf made any delivery to her? A. No, sir."

The stepfather said: the stepdaughter had been living in the house with him for twelve years; he had made deeds of gift to her of two or three tracts of land in Atlantic City; he intended to give her the land described in the deed here in question, provided she built upon it; the deed was drawn in the office of C. J. Adams Co., a real estate concern; it was duly acknowledged; it was left in the real estate office because "I guess I am a little careless that way, often leave papers there \* \* \*"; he finally got the deed a couple of months after he signed it; he took it home and put it in a drawer in his bedroom; he did not know it had been taken out; the deed was made when the relationship between his stepdaughter and himself was friendly; friction arose between them in November, 1928. The stepfather then deliberately falsified when he said that the friction was not caused by the daughter's proposed marriage (p. 62). He conceded, however, that two suits were brought by him against his stepdaughter and that on the day of the marriage the papers were served upon her (p. 62). He said (p. 72):

"Q. Where was it that you say you had this deed? A. In my bureau drawer, in my house, bedroom.

Q. Was the drawer locked or open? A. Locked.

Q. Who had the key? A. I had.

Q. Carry the key with you? A. Yes, sir.

Q. Then how could anyone have gotten in the drawers? A. Well, someone must have had a key that fitted my drawer. Can I go ahead and explain?

Q. Did you at any time find a key that did fit the drawer? A. The morning Miss Dobbin left the house, a key that she had. She had threatened me on several occasions before that morning about a letter that I had that was in that drawer. That morning she said that she had a photograph of it and she would have it put on the front page of the press, would be a nice thing for the people to read for a director of a bank. I wondered how she knew about that letter which was in that drawer. After she left my maid came to me and says, 'Look here'——'

He then said that the maid gave him a key and a copy of the letter heretofore mentioned. He said that he experimented with the key and found that it fitted the drawer of his bureau.

He then produced a copy of the "Davis" letter which he said was in his stepdaughter's handwriting (p. 75).

On pages 76, 78, he said that the trouble arose in November of 1928, not because of the intended marriage but because he had asked her for a settlement on the Ohio Avenue apartment and she had told me that she would not give him "another damn cent on that house". He further said "after that evening she was out with her intended husband, at that time, *next day she was a changed woman*".

It is interesting to compare this testimony with the testimony of the same witness in the other two cases.

The stepfather tried to support his case by calling Enoch H. Burkett, who was a colored janitor for the stepdaughter and that witness testified (p. 144):

"Q. Now, did she ever say anything to you about what her father might or might not do with this property? A. Yes.

Q. About when was it that she had this conversation? A. It was along in about June or July, and she says that 'Father'—

Q. Wait a minute; of what year? A. 1917—I mean the first of 1918, 1918—1928.

Q. June or July, 1928? A. Yes.

Q. All right; what was the conversation?

A. She says 'Father has bought the Ohio Apartments', she says, 'I don't guess he will let me have this place out here.' I says, 'Yeh'—at that time Mr. Naame he came in, he used to come up there and help her go over her books, receipts and things like that, to bookkeep, so she stopped talking about it, so the next day when she came in, she was looking out the window, she says, '*well, I got the deed for these apartments up here, she says, 'and I am',—I forget now how many thousand dollars, 'I am richer now,' she says, 'but whatever I do pay him I am going to take a trip to Europe and I am going to have a long distance telephone talk so I can talk to you over the ocean just to tell you what to do.'*

Q. Did she say anything more on that occasion about the Drexel Avenue property?

A. *Yes, she says father he no gave them to her yet but she will get them out of him.*

Q. Get them out of him? A. Yes, she will get them out of him."

This witness will be remembered from the other two cases. He said that he had never told his story to anyone, which is a manifest absurdity. His testimony is not worth considering.

The stepfather further attempted to support his case by calling the colored maid, Maud St. John, who will also be remembered as a witness in the other two cases. She testified to discovering the copy of the "Davis" letter "folded up neat and nice and key laying there together", and she said that the key fitted the drawer in the chiffonier, the cedar chest in the step-

daughter's room and all the drawers in the stepfather's room (p. 178). Her testimony (p. 177) is unintelligible:

“A. After I got through reading it I handed it to Mr. Doughty, told Mr. Doughty maybe that is something in the case, she told him she was going to have him right on the front page of the paper for two or three papers, she kept saying, ‘Mr. Son of a bitch, I get even with you, I going to have you on the front page of the paper and let the bank people know what kind of a crook you are and what kind of crook they have in the bank.’”

She was discharged by the stepdaughter and re-employed by the stepfather. She said that she was discharged because of back talk (p. 181) and that both she and the stepdaughter drank together (p. 181). We ask the Court to read the cross-examination of this witness (p. 183 to p. 192) and we submit that, as in the other cases, her testimony was shown to be from a venomous source and that no dependence whatever can be put upon it. She went further in this case than she did in the other cases and one of the last things she said was (p. 192):

“Q. Did she find fault with you because you got drunk? A. She couldn't find fault I got drunk because two liquor heads were together.

Q. Did she find fault with you because you got drunk? A. Yes, she used to say I was a rummy, so we both were rummies together.”

A locksmith was produced, who examined the two keys, C-16 and C-17, and said that C-16 would fit the cedar chest and the drawers in the bureau in the middle room and the cedar chest in the front room and that C-17 would fit the drawers in the middle room but not the cedar chest.

The stepfather, recalled (p. 194), said that at the time he acknowledged the deed he intended to give the stepdaughter the property but changed his mind and put the deed in a locked bureau drawer which the key C-17 fitted, which key he carried with him. He said that he had no occasion to look for the deed after he had put it in the drawer until "to the best of my knowledge some time in December, 1928" when he looked and found that it was not there, and (p. 195):

"Q. *Did you ask Miss Dobbin about it? A. No. Well, I did. That was in December in the automobile if I remember right, I asked her if she had that deed to that property and she made no reply, never answered my question.*"

Is not this testimony absurd?

With respect to the lease being in the name of the stepdaughter, he said (p. 196):

"Q. How did the lease—that was really what I meant with my question, you made the agreement with him for the lease? A. Yes, sir.

Q. Who wrote the lease? A. I did with Headley.

Q. I mean who actually typed—it was a typewritten lease, wasn't it or was it? What kind of a lease was it? A. It was a regular lease.

Q. Who physically drew it up? A. C. G. Adams and Company.

Q. After it was drawn up and before it was sent to Headley did you see it? A. No, I don't think I did. I think they mailed it.

Q. When did you see the lease? A. Mr. Headley's office when I went up to see Mr. Headley, he had it in his office.

Q. Had you directed I. G. Adams or C. J. Adams Company to make this lease to Miss Dobbin's name? A. No, sir.

Q. When did you first know that the lease had been made in her name? A. *When I saw it in Mr. Headley's office.*

Q. *Did you do anything about it then?* A. *No, sir.*

Q. Who collected the money for the rent? A. *I think Miss Dobbins collected the money. We both tried to collect it but she generally got the check.*

Q. What did she do with the money? A. *Why, if my memory is right, one time she gave me the money, another time she said she wanted to use the money and I let her use it."*

The checks for the rents were turned over to the daughter (p. 99).

Complainant went to the extent of charging his stepdaughter with having taken gold pieces out of his bureau drawer to give to the colored maid who said that the stepdaughter had given her gold pieces for a Christmas present on Christmas, 1928 (pp. 176, 177) and the stepfather said that he had missed gold pieces from the bureau drawer some time in February, 1929 (p. 198).

The fact is, that, if this maid got the gold pieces, she took them out of the bureau drawer herself when, in cleaning up, she discovered the key, C-16, which would open that bureau drawer (p. 178).

The explanation of the stepdaughter as to the existence of the copy of the Davis letter (C-15, C-16, pp. 247, 248) which was found in the home after she left in February, 1929, is that, when the stepfather received the letter, he gave it to her to make a copy. Her testimony is (p. 94):

"Q. If you know, state who opened the letter? A. It was opened when he handed it to me.

Q. State how you came to make that copy? A. Well, he asked me to make a copy of that letter because the contents are very incriminating.

Q. Very what? A. Incriminating; Frank Davis is a notorious confidence man that my father harbored in his house for three days while the police were looking for him and it sort of incriminates my father, the contents of this letter, at the time.

Q. Are you telling your idea or what he said to you? A. No, he asked me to make a copy of the letter, that he didn't want to keep that letter.

Q. What did you do with the letter and the copy after you made the copy? A. Gave them both to him.

Q. Do you know what he did with them? A. I do not.

Q. Did you open his bureau drawer and take the letter and envelope and the copy out? A. I did not."

She denied that she had ever threatened her stepfather, as he and the colored maid claimed, to use any evidence that she had against him, and it is absurd for the stepfather to contend that she took the original letter out of his bureau drawer and made a copy of it *so that she might have evidence against him and threatened that she would use the evidence, for if that was the reason why she made the copy, why did she leave the evidence behind her when she left?*

She was cross-examined about these letters (pp. 114, 115 and 116) and she told a circumstantial story of the stepfather's conduct with respect to Davis, hiding him when he was wanted by the police (p. 115), and there is no denial of her circumstantial story except the stepfather's bare statement that he did not tell her to make a copy of the Davis letter (C-14, p. 198).

She testified further with respect to the Davis letter at pages 126, 127, and there is no adequate denial.

She had no business experience before she went to live with her stepfather in 1914, having been in a convent until she went to live with him (p. 126).

She said, when the keys, C-16 and C-17, were shown to her (p. 93), that the key C-16 was the key to her cedar chest and that she never had seen the key C-17 and did not recognize it and never saw the key to the stepfather's bureau drawer. She said that she had never opened his bureau drawer with either of the keys or any other key.

It is obvious what happened. The colored maid, Maud St. John, after the stepdaughter had left, found the key C-16, as she admits, and then tried the key in all the drawers which she could find, as she also admits (p. 178). She found that the key C-16 opened the drawers of the bureau in the stepfather's room. She opened the drawers. She found the gold lying there and she likewise found the Davis letter and the copy made by the stepdaughter. She did *not* find this copy with the key C-16 as she said she found it underneath the scarf of the chiffonier (p. 177). She *first found the key* and then, through curiosity or for some other reason, she began to fit the key in every drawer. She opened the drawer in the bureau of the stepfather's room—the story then took shape—the stepdaughter had given the \$5.00 and the \$2.50 gold pieces to the colored maid as a Christmas present (pp. 176, 177) the \$5.00 gold piece and \$2.50 gold piece being the coins missed by the stepfather from the gold which was in the bureau drawer (p. 198)—the copy of the letter was made by the stepdaughter from the original letter purloined from the stepfather's bureau drawer for the purpose of holding it over the head of the stepfather.

The difficulty with this story is that the *only person who is proven to have knowledge of the fact that the key C-16, which opened the cedar chest in the stepdaughter's room, also opened the bureau drawer in the father's room, is the colored*

*maid and she discovered that fact by taking the key from where she found it after the stepdaughter had left and trying the key in every drawer that she could find. Why did she do that? Was it through idle curiosity? What business did she have to do that, and, if she would do that, what else would she do?*

She had been discharged by the stepdaughter and re-employed by the stepfather (p. 180). She had been charged with being a thief (p. 189). She had at least been charged with drunkenness (p. 192); the stepdaughter had stated that she was of no use and had found fault with her (pp. 190, 191) but (p. 191):

“Q. In spite of your not getting along so well she gave you some gold, did she? A. *Christmas present*, she said I didn't deserve that, didn't nobody make her give it to me; she gave it to me because want to give it to me, I guess.

Q. *She gave that to you in January? What time in January?* A. *Middle of January.*

Q. Told you not to let Mr. Doughty know it, is that right? A. Sure, yes.”

Now, it is highly significant that she did not tell the stepfather about all this *until the stepfather discovered the loss of the gold*, and then (p. 191):

“A. He seen it on the cover and asked me where did I get it from one Thursday evening I was getting ready to go off and I says mine, he asked me where did I get it from and I said Miss Doughty give it to me for a Christmas present.”

The only excuse she can give for trying this key in all the drawers is (p. 192):

“Q. You say after you found this key that you tried to see what it would fit? A. Yes, to see what it would fit.

Q. Why did you do that? A. *Because I didn't had nothing else to do, that is why.*

Q. Is that the only reason? A. Yes, got through my work and all.

Q. So, in order to pass away the time you went around to see what— A. Didn't try nothing but the cedar chest and things I thought some trash in to come out; she told me to get all the trash out; I got a cart load of trash out."

We repeat that the story, both of the stepfather and of this colored maid, with respect to the copy of the "Davis" letter and the purpose for which the stepdaughter made the copy is stamped as false by the fact that, if this purpose was as the stepfather and the colored maid insist, *it is inconceivable that the stepdaughter would have left her evidence behind her.*

#### Argument.

That there was a deed signed, duly executed and *acknowledged* for this property from the stepfather to the stepdaughter is conceded. That that deed *came to the possession of the stepdaughter and was recorded by her, is conceded.* The acknowledgment recites not only that the deed was signed and sealed but that it was "signed, sealed and delivered \* \* \* as his voluntary act and deed" and, the deed being out of possession of the grantor, the acknowledgment is presumptive evidence of delivery.

*Benson vs. Wolverton*, 15 N. J. Eq. 158;  
*Walkowitz vs. Walkowitz*, 95 N. J. Eq. 249.

To rebut the presumption of delivery created by the fact of possession by the grantee and of the acknowledgment, *there must be strong and cogent proof of non-delivery.* The story of the stepfather is that he intended, at one time, to make a gift of this property to his stepdaughter

and *for that purpose* executed and acknowledged the deed, but that he never carried this intent into effect by delivery, stating that he put the deed in a bureau drawer in his house and that in some way or another unknown to him it was abstracted from that drawer.

The charge made by the stepfather amounts to a charge that the stepdaughter *committed* a crime. A party is not to be *lightly charged or convicted of a crime*. The stepfather bears the burden then not only of producing strong and cogent proof which is required to rebut the presumption of a gift but proof strong and cogent enough to convict the stepdaughter of a crime and to overcome the presumption of fair conduct.

The stepdaughter denied that she abstracted the deed from the drawer and said that the stepfather gave it to her, and she was supported in that statement by the testimony of Miss Crouch, who saw the deed long before there was any trouble between the stepfather and the stepdaughter, in the stepdaughter's strong box in a bank, and she is also supported by the testimony of her husband Naame.

The testimony of the stepdaughter and of her husband may be considered as prejudiced, but so must the testimony of the stepfather. Miss Crouch is *not* prejudiced, for she says that she has been, and is, a friend of both and there is no testimony indicating any prejudice on her part.

To support the testimony of the stepfather there is only the testimony of the colored maid. We have considered that testimony in detail and we submit that it cannot be relied upon to brand the stepdaughter as a thief, or her husband and Miss Crouch as perjurers. But stamping the stepfather's version of the transaction, *i. e.*, that he never intended a delivery of the deed and never intended that the proposed gift to his stepdaughter should be effective, as false are the *con-*

*ceded* facts that, when it came to the leasing of this property, the lease was made in the name of the stepdaughter as landlord and that, according to the stepfather's own testimony, she, the stepdaughter, had the landlord's copy of the lease (p. 37) and the checks for rent were drawn to her order, although sent to the stepfather, and the stepfather said that *she* received the proceeds of most of the rents (p. 197), and she said the same (p. 99).

*The stepdaughter was put in possession by the stepfather and considered by him as the owner of the property.*

True he carried on negotiations for rentals of the property, attended to the collection of rents and whatnot, but he did this also with respect to *all* of the properties which he *admittedly* conveyed to his stepdaughter as gifts, as appeared in the other two cases.

Where there is a relationship such as is here involved between the grantee and the grantor the same proof of delivery is not required as in cases where the parties are strangers. *Corpus Juris* states the rule, 28 C. J., title "Gifts", p. 638, as follows:

"Sec. 27. (6) Where Donee Resides with Donor. The rule as to delivery is not so strictly applied to transactions between members of a family living in the same house, the law in such cases accepting as a delivery acts which would not be so regarded if the transactions were between strangers living in different places. It is not required that the thing given should be removed from their common residence. It is sufficient, if it clearly appears that the donor has relinquished, and the donee has acquired, all dominion over and control of the property, but even in such cases there must be something to show that the gift was completed."

**The Position of Best, the Alleged Bona Fide  
Purchaser for Value and the Relief  
Which May Be Granted.**

Irrespective of whether Best had or was charged with notice of the rights of the step-daughter he does not stand in the position of a bona fide purchaser for value without notice which would permit him to retain the property as against the step-daughter.

Assuming the story of the step-father and Best to be true, the property was sold by the step-father to Best for \$40,000 and a mortgage was taken back to secure \$35,000 of the purchase price, \$5,000 having been paid on account of the purchase price, and thereafter \$5,000 was paid on account of the mortgage (pp. 45, 46, 47).

The rule is settled by this Court in *Schwarz v. Munson*, 94 N. J. E. 754 at p. 757 in which this Court said:

“In the case of *Haughwout et al. v. Murphy*, 22 N. J. E. 531. Judge Depue, in speaking for this court, declared that where the defense of a bona fide purchaser was set up in bar of the complainant's claim that he was entitled to the specific performance of the contract for the sale of lands, the defence could *only succeed by proof of the actual payment of the whole purchase money*, and that, where the subsequent purchaser has accepted a conveyance and paid part of the purchase money in good faith before notice of the prior contract, he is entitled to be indemnified by receiving out of the purchase money which normally would be paid by the vendee to the vendor such sum as will indemnify him against loss which otherwise would result from the payment of a part of the purchase money. These views have received uniform approval by this court. *Cranwell v. Clinton*

Realty Co., 67 N. J. E. 540; Leonard v. Leonia Heights Land Co., 81 N. J. E. 491.

Since it appears that Shupe paid no cash for the property conveyed to him and all that Grover paid in cash for the transfer of the same to him was the sum of \$4,000, by the light of the foregoing decisions he did not become a bona fide purchaser for value, but under the equitable doctrine applied in such a situation he is entitled to be indemnified to the extent of the amount in cash paid by him out of the purchase money to be paid for by the complainant for the property."

**Irrespective of whether Best had actual notice he is charged with constructive notice.**

Best knew that Headley was in possession of the premises (pp. 164, 165). He knew that Headley had a lease and one of his agreements with the step-father was that the step-father should get rid of the lease. Headley knew that the lease under which he held possession was made by the step-daughter and he knew that he paid his rent by checks to the order of the step-daughter. Best made no inquiry of Headley (p. 165). Had he made inquiry of Headley it is conclusively presumed that he would have discovered the true facts. Under the cases, the obligation was upon him to make inquiry of Headley. The possession of Headley was not only notice of his own rights but notice of the rights of his landlord. Not having made inquiry of Headley it is conclusively presumed that Best would have discovered, had he made inquiry, that the *step-daughter was the landlord*, and, therefore, was entitled at least to some interest in the property and he would have at least been bound to make further inquiry than of the step-daughter in which event he would have discovered the true facts.

Under these circumstances he is bound with constructive notice of the rights of the step-daughter.

In *Wood v. Price*, 79 N. J. E. 620, this Court held that, not only was the possession of the tenant notice of the tenant's rights but also notice of the rights of the landlord under whom he held. The Court said at page 624:

“Now, it is the duty of a purchaser to inquire of the person in possession of the premises and ascertain the rights under which he holds, and if this duty of inquiry be disregarded, the purchaser is chargeable with notice of such facts as the inquiry, if it had been in fact, made, would have revealed. 2 Lead. Cas. Eq. 188; *Holmes v. Stout*, 10 N. J. E. 419; 426; *Havens v. Bliss*, *supra*; *Essex County National Bank v. Harrison*, 57 N. J. E. (12 Dick.) 91.”

And page 626:

“Now, an inquiry of a tenant *of necessity would result in being informed of the landlord under whom the tenant occupied*, and whose possession it was that the tenant held, and through whom the latter must assert whatever right he claims to retain the premises.”

“To limit, therefore, the effectiveness of the inquiry merely to the rights of the tenant, is to deprive the notice of practical and beneficial usefulness to a purchaser, a result which must have been originally intended in the beneficial design for his protection at the foundation of the doctrine.”

“As Chief Justice Field of California says, in the well-considered case of *Dutton v. Warschauer*, 21 Cal. 609, in discussing the subject: ‘It is not easy to give to the fact of possession any influence as notice without making it notice of all such matters as a prudent man, desirous of purchasing the property, would naturally inquire about respecting the title. Ascertaining that the posses-

sion of the occupant is that of a tenant, he would, in the ordinary course of things, proceed to inquire as to the title of the landlord.'

"Dickey v. Lyon, 19 Iowa 544, contains an instructive examination of the question, and concludes: 'It seems to follow therefore that if the possession of a tenant is notice of his lease and its contents as the authorities uniformly conceded, it must necessarily become notice of the fact that the landlord claims title and holds possession adverse to the proposed purchaser's vendor, and having notice of such fact, he cannot become a good-faith purchaser of the estate.'

\* \* \* \* \*

"We conclude, therefore, that the possession of premises by a tenant is constructive notice not only of such tenant's rights and equities, but as well notice of those of the landlord."

The effect of the opinion of Vice-Chancellor Pitney in *Essex County National Bank v. Harrison*, 57 N. J. E. 91 is that it is presumed that, if inquiry is made of a tenant in possession, the tenant in possession will inform the inquirer of the precise situation.

#### **Best had actual notice.**

The stepdaughter testified that Best had hauled ashes from her Ohio Avenue House and that, sometime in the first part of 1928, she saw him at the property and asked him if he desired to buy it and he said that he would think it over (pp. 90, 91).

Best denied (p. 157) that he had any such conversation with the stepdaughter. He admitted that there *was* an occasion when he gathered ashes from the stepdaughter's apartment (p. 166).

As will be hereafter indicated, the burden was upon Best to show that he was a bona fide purchaser for value without notice. *Graves v. Cou-tant*, 31 N. J. Eq. 763. We submit that the mere denial of Best is not sufficient to amount to that *distinct proof* required by the cases that he did not have notice at least sufficient to put him upon inquiry.

**Best was in no sense a purchaser for value without notice and he took title as a result of a plan of the stepfather to deprive the stepdaughter of her rights under the deed.**

In this connection, we submit that, if it be the fact that Best was not a bona fide purchaser for value but that he took title merely as a result of a plan by the stepfather, the concoction of such a plan is, in itself, *evidence* that the position now taken by the stepfather that he did not deliver the deed and consummate the intended gift is not well founded, for, if well founded, there was no necessity for him to complicate the situation, knowing that the deed to his stepdaughter had not been recorded, by encumbering the title with another deed.

If this were a mere question of whether the supposed rights of Best could prevail over the rights of the stepdaughter, we would be content to rely upon what we have already said upon that subject, but we deem it important upon the main issue, as to whether the deed from the stepfather to the stepdaughter was in fact delivered, to determine this matter of bona fides of the supposed Best purchase.

In the first place it is to be observed that Best, although a defendant in the suit (p. 6), did not file any answer. He did not seem to be interested to an extent which would induce him to actively intervene in the case. If he had at least \$10,000

at stake, as he said he had, is there any question but that we would find him actively intervening in the case?

The story of Best as to the purchase is that: he opened the negotiations for the purchase of the property in November, 1928 (p. 154); he told the stepfather that he wanted the property for a bus terminal and discussed terms and prices; he did not have the amount of money the stepfather asked at the time "and as we went along we came to the agreement we entered into, *verbal agreement*" (p. 154); this agreement was that he should buy the property at the price of \$40,000, "give them five thousand dollars January, 1929, and five thousand dollars thirty days later, and *for him to pay the first year's taxes,*" that is to say the whole of the first year's (1929) taxes; the stepfather said that "he would get Headley out any time I wanted him off there, he would attend to that"; they settled at Mr. Reed's (counsel for the stepfather throughout the course of all these proceedings) office and he paid the \$5,000, got the deed and executed the bond and mortgage (p. 155); before taking the title he went to Mays Landing and looked the title up with his attorney, Mr. Duell, who examined the records and found no encumbrances *in the early part of December, 1928* (p. 156); he told the stepfather that he had examined the title and "I was satisfied with it as long as he could get Headley off the lot when I wanted to use it, I would make the deal"; about the 4th of February, 1929, he paid the stepfather another \$5,000 on account of the mortgage (p. 156).

Such was his story on direct examination.

The stepfather said (p. 38): settlement was made at the West Jersey Title Company, and "Q. You mean the Chelsea? A. No, South Jer-

sey Title Company" (p. 38); he got no settlement sheet and "If I remember right, Mr. Best had a search made and I think Mr. Reed drew the deed, if I remember right, or mortgage"; he thought that the settlement was made January 4th or 5th, 1929; he did not remember who were present at the settlement, and (p. 38):

"Q. Was there any adjustments made of taxes? A. Yes, sir."

At the time of the trial he had no statement of the settlement, and:

"Q. Was there a statement made up? A. I believe there was.

Q. Who made it? A. I think Mr. Reed or Mr. Showell, I don't remember which."

And then there was an injection as follows:

"Mr. Cole (counsel for the stepdaughter): Mr. Reed, you have a statement?

Mr. Reed (counsel for the stepfather): I did not make it. I was not there" (p. 39).

The stepfather continued: he received \$5,000 even; he told Best that he would pay the taxes and, "in other words, you made a gift to him of the taxes? A. Yes, sir"; he did not know whether he had paid the taxes but he had promised to pay then.

Then we have the following testimony (p. 39):

"Q. Have you got the tax receipts? A. Not here.

Q. Have you anywhere? A. I think I have.

Q. Were you asked to produce them? A. No, sir.

Q. Did your attorney, Mr. Reed, show you a copy of a notice to produce papers? A. Yes, sir.

Q. When did he show it to you? A. He mailed it to me.

Q. He mailed it to you? A. On Monday last.

Q. Did you read it? A. Yes, sir.

Q. Did you think it didn't call for the production of your tax receipts? A. No, sir; but I looked around for the tax bills of my taxes and I just couldn't locate them.

Q. You can't find the tax receipts? A. No.

Q. Can't you find any tax receipts? A. None at all, mislaid somewhere.

Q. These taxes were only paid when, how long ago? A. Probably six months ago.

Q. Did you also tear up your tax receipts? A. Judge, to be honest about it, *I think my Airdale dog has chewed them up*; I found two or three, which Miss Dobbin knows herself, chew up everything."

He continued: he thought the amount he paid for taxes was in the neighborhood of \$900.00; he did not recall whether he paid the taxes by check.

Notice had been served upon him to "produce all papers, notes, canceled checks, leases, bank-books and bank records pertaining to moneys received and spent on the property northwest corner Drexel and Maryland Avenues, \* \* \*." He had made no search for the canceled checks in connection with the transaction (p. 42) and had no record of the transaction (pp. 42, 43).

He said: he collected interest on the \$35,000 mortgage amounting to \$450 paid in cash on July 5th or 6th, 1929, but made no record of it (pp. 43, 44); he received the second \$5,000 on account of the mortgage by check; he had a record of the payments in a book but he did not bring the book into Court although noticed to produce it (pp. 45, 46). He first said that the \$5,000 check was given to him at Mr. Reed's office and then he said that he was wrong and that it was given to him in the Marine Bank and that he offered to give a receipt to Best, but Best said that the check was a receipt (p. 46).

It then appeared that the bond did not provide for the payment of interest (p. 46) although the

step-father said that Best was to pay interest every six months.

He said that he had deposited the \$10,000, \$5,000 at each time in the Marine Bank and "The other \$450 I spent, didn't deposit it", having received it in cash he thought at Best's office (p. 48) or Best brought it to him.

A check for \$5,000 dated January 5, 1928 (should be 1929) (p. 50), was produced, made out by Best to the step-father and deposited (Exhibit D-2) as well as a check dated February 4, 1929, similarly drawn and deposited (Exhibit D-3, pp. 50, 51).

The stepfather told the story of what led up to the sale practically the same as Best. He testified before Best (pp. 54, 55 and p. 55):

"A. My agreement with Mr. Best was to sell him the property for forty thousand dollars and to pay me ten thousand down and that much money he said he didn't have, in fact, he said he didn't have the five at that time, but he said about the first of the year he would have five thousand and if I would accept that that he thought he could pay me another five in thirty days and I accepted his proposition.

Q. When was the date of settlement fixed?

A. *Wasn't any date set for the settlement, whenever Dave got the money.*

Q. Did he tell you when he got the money?

A. He phoned to me; yes, sir.

Q. Where did you meet him? A. I think in Mr. Reed's office.

Q. Did you go from there to the title company or had you been to the title first or how? A. We had been over to the title company and then we went over to the title company again, something said about getting a title and I says, 'Dave, you are just throwing that much money away, there is no judgments against me and the property is all clear, might be a little search made and that won't cost you much.' 'Well,' he said, 'if

you say the property is all clear, I will take your word for it, Somers,' he says, 'I will take your word, rather take your word than any man in Atlantic City,' and some remark like that and I said, 'Dave, I will guarantee there is nothing against the property,' and we agreed on the settlement."

And (p. 63):

“Q. Now, when was it that you first talked with Mr. Headley about the surrender of the lease? A. To the best of my knowledge it was some time in December after Mr. Best had —when I was trying to sell Mr. Best the property, because Mr. Best didn't want Mr. Headley on there; he wanted to occupy it himself.

Q. Why did you think Mr. Best didn't want Mr. Headley there? A. He told me that he didn't.

Q. What did he say to you? A. Well, he wanted to know if I could get clear of the gasoline station. I know what Mr. Best wanted it for, and, of course, what he wanted it for he didn't want no gasoline station there.

Q. Tell me what he said about Mr. Headley and the lease. A. I just don't recall, he just wanted to know if I could make arrangements for Mr. Headley to forfeit his lease. He asked me if Mr. Headley had a lease and I said I believe he had, I told him I thought there would be no trouble about that.

Q. You say you told him that you believed he had; didn't you know he had a lease? A. Yes, I knew he had.

Q. Did you tell him that you believed he had or that he had one? A. That he had one.

Q. Did you tell him how long it ran? A. No, sir.

Q. Did he ask you? A. No, sir.

Q. At that time Mr. Headley was there in possession, wasn't he? A. Yes, sir.

Q. Running it as a gasoline station? A. Yes, sir.

Q. Well, how did Mr. Best know that he was running it as a gasoline station? A. A blind man would know that. That is a funny question to ask me."

The stepfather was then asked (p. 65) if he had ever paid to Best or to anybody for him any part of the \$10,000 represented by the two checks (p. 65). This question was vigorously objected to (p. 66). It was, of course, proper and the Court permitted it, and the answer was, "I have not" (p. 67).

Thereupon the check books of the stepfather were called for (p. 67) and he stated that he did not have them but that he would produce them in the afternoon. He did not know whether the check stubs indicated the purposes for which the checks were drawn (p. 68).

In the afternoon he produced two check books (C-10 and C-11 for identification) which the Court declined to receive in evidence.

The reluctance of the stepfather to produce his checks and check books was explained when it appeared that the *stepfather in 1929 paid to Best*, by a check drawn by the stepfather on an account of the stepfather in the Neptune Trust Company and deposited by Best in the Marine Trust Company on a date which Best could not remember (p. 162), not having his deposit book in the Marine Trust Company with him an amount which must have been in excess of \$5,000 (p. 162), the exact amount of which payment Best could not remember. The explanation given by Best for this payment made by the stepfather to him in 1929 is that the stepfather had "either over five or over six (thousand dollars); I can't remember", which Best said he had given to the stepfather "in cash" and which he got out of his business.

The explanation of Best of this transaction is found on (p. 163), and is as follows:

“A. All right. I think you are representing Harry Best in that same case. Harry Best and I, when I was with Harry Best in 1923, he had purchased a property on Oriental Avenue and he put it on my name because I was single at the time and I am still single and he had a lot of properties on my name and he sold the property. When he bought the property on my name and the building was completed he went to the Bacharach Real Estate office and he placed a \$15,000 first mortgage and I signed that mortgage and bond and so did he, both of us signed it, and when we sold the property or I sold it for him in 1927, when I left him, the mortgage was due in 1927, the mortgage he had created in Bacharach’s Real Estate office, and the person whom he had sold it to failed to make payment and the property was sold at the Guarantee Trust Building and there was a deficiency there of \$1,500 which they got judgment against Harry Best and Dave Best, and the judgment still stands. *So I felt that I wasn’t responsible for any of that money so I just withdrew all of my money out of the bank, thinking that that would execute that judgment against Harry Best rather than Dave Best if I didn’t have any money in the bank which they would, but they didn’t execute it, so I took the money out of the Marine Trust and turned it over to Mr. Doughty, a man who I thought I trusted and I could trust.*”

He said (p. 164) that he had other assets which he did not protect in the same way and that all he protected was the cash which he turned over to the stepfather.

On (p. 166) he stated that his bank book would show the deposit in the Marine Trust Company of this money paid him by the stepfather, which he said was between \$5,000 and \$6,000 and that he gave this \$6,000 in cash to the stepfather “through a period of about thirty days” and (p. 167):

“Q. And you mean to say that you took in six thousand dollars in your business during the period of one month? A. Yes. No, I didn't mean to say that. I don't mean to say that at all. *The first check I gave Mr. Doughty was I think \$1,600.* That I drew out of the Marine Trust Company and the difference between the money he gave me back and \$1,600 was the amount that I took in in the thirty days.

Q. No papers passed between you at all touching this? A. No, sir.”

But he had said previously that the money was not drawn out of a bank by him (p. 161).

He said (p. 168):

“Q. If you were so much concerned about the money in bank being attached, why did you afterwards deposit the money in the Marine Trust Company to the extent of two five thousand dollar checks that Mr. Doughty says he received from you? A. I gave Mr. Doughty a check in January and in February and this happened in June and July.

Q. That is July of this year? A. Yes.

Q. So that the checks were before the difficulty? A. Yes.”

And, examined by stepfather's counsel, he said:

“Q. Mr. Best, how long did the difficulty continue? A. Thirty days. I don't know whether thirty or a little over thirty days.

Q. Was it adjusted? A. Yes, sir.

Q. And then you put your money back in the bank again? A. *It wasn't adjusted, but I am satisfied now if I am called up in the matter, so I put the money back in the bank.*”

And (p. 170):

“Q. When did you conclude that it was safe for you to return the money to the bank, your money? A. When?

Q. Yes. A. When I did in July.

Q. What happened that made you feel it was safe to do it? A. Have to start another story now. Well, there was a third man on the bond that Charlie Babcock looked up the law and found the responsibility, so I was safe to put the money back.

Q. Then Mr. Babcock told you it was safe, did he? A. Mr. Babcock didn't tell me but he told my attorney.

Q. Who is that? A. Mr. Duell.

Q. So that Mr. Babcock, who represented somebody. A. Represented Harry Best.

Q. —told your attorney and your attorney told you it was safe for you to resume your bank account? A. That is right.

Q. And you relied upon that advice? A. That is right."

The Neptune check book of the stepfather was then examined and it appeared that there was no entry of any such check as testified to by Best (pp. 171, 172), whereupon counsel for the stepfather said: "*We will produce the check, if your Honor please*". But the check was *never produced* nor was the bank book of Best in the Marine Trust Company, which bank book Best said would show the deposits of the checks (p. 162) and which Best agreed to produce (pp. 167, 168), ever produced, and, after the examination of Best, the stepfather made no explanation.

The only explanation we have from the stepfather as to this transaction is found on p. 52:

"A. I don't remember. I agreed to pay them, whether I went and paid them or whether Mr. Best went and paid them; at that time me and Mr. Best was doing some business, in fact, *I was doing his banking for him*, and Mr. Best was *in a little difficulty at that time* and he was afraid that his bank account would be attached and he was coming to my house from day to day and turning me over his receipts from his garage and I think that I went and paid the taxes in—I hardly

remember how it was paid. I agreed to pay the taxes. I had always paid the taxes on that property and he thought he was paying enough for it and wanted me to pay the taxes and I agreed to do it.

Q. This difficulty that you refer to did that arise after this deal concerning the property?

A. With Mr. Best?

Q. Yes. A. Yes, sir.

Q. When did that arise? A. I don't remember the dates.

Q. What was that? A. I don't know. I may tell you, at that, if you give me a minute. Yes, sir, afterwards.

Q. How long afterwards? A. Two or three months.

Q. Then that means February or March or April of 1929? A. Yes, down in June and July.

Q. Of 1929? A. Yes, sir."

And (p. 53):

"Q. Was there any outstanding attachment at that time? A. I don't think there was. Well, Mr. Best is here and he can tell you more about it than I can, but Mr. Best was on some bond or something and they were making threats, the property had been sold by the sheriff, that he was interested in and didn't bring what they thought it ought to bring and they were going to bring suit against him and his uncle Harry, for the difference and he was a straw man in the deal and, of course, he didn't think he ought to pay it. Harry ought to pay it, and he was afraid they might attach his account.

Q. There was some deal then between he and his uncle, Harry Best? A. Yes, sir.

Q. Had nothing to do with this property? A. Not at all."

And (p. 68):

"Q. Just what was it that Mr. Best said to you about being in difficulty? A. I don't recall the exact words. He went on the bond or something for his uncle on a property.

Q. With his uncle or to his uncle? A. I don't remember.

Q. Is that all he said? A. That is about all.

Q. What did he want to do? A. Why, he didn't want to have to pay that bond, because he wasn't entitled to it, it was his uncle's dealing, and he was the straw man, and when he left his uncle, why, he didn't know that he was on the bond.

Q. What was the amount of the bond? A. What?

Q. What was the amount of the bond? A. I don't recall.

Q. You say he told you he was afraid his bank account would be attached? A. Well, I don't recall whether he said so or whether I suggested to him that he better look out for his bank account. It may have been at my suggestion.

Q. What had that to do with this transaction? A. None at all, I guess.

Q. Why were you talking about it? A. Why, something led up to it a little while ago, some question you asked.

Q. No, I didn't ask you that; some question that my opponent asked you. A. Then we won't talk about it any more; if it doesn't interest you, drop it.

Q. What was it he wanted you to do? A. I don't recall.

Q. What did you suggest that he do? A. I don't recall."

On page 161 it appeared that the cash of \$450 which Best said he paid to the step-father for interest on the \$35,000 mortgage was but half the interest allegedly due, and (p. 161) Best:

"Q. *How much cash did you have at the time you gave him this \$450?* A. \$450.

Q. Any more? A. That is all.

Q. Just this \$450? A. Yes.

Q. Take a receipt at that time for the interest? A. Yes.

- Q. Have you got that with you? A. No.
- Q. Did you have \$900 to pay the interest?  
A. Yes.
- Q. *Where was the other \$450?* A. *Where was it?*
- Q. Yes. A. *Why Mr. Doughty had possession of it.*
- Q. Possession of what? A. Of all my moneys at that time.
- Q. How much money of yours did Mr. Doughty have at that time? A. About six thousand dollars.
- Q. How did he get it? A. I give it to him.
- Q. In cash? A. Yes, mostly cash.
- Q. What did you do, draw it out of the bank? A. No.
- Q. Where did you get it? A. Out of my business."

It is significant that, although Best said that Mr. Babcock told Mr. Duell, his attorney, that it was safe for Best "to resume" his bank account (pp. 170, 171), Babcock was not produced to corroborate this impossible story. Mr. Duell, when he was called, was not interrogated as to this (pp. 173, 174, 175).

We have this situation: two checks each for \$5,000, the first in January and the second in February, 1929, from Best to the stepfather and deposited by him; there was no difficulty in the production of *these* checks (pp. 49, 50) used as evidence to indicate that Best had paid \$10,000 on account of this property; the statement of the stepfather that nothing was paid back to Best on account of these checks; the statement of Best that in June or July, 1929, the stepfather paid him either over \$5,000 or over \$6,000 (p. 162) by a check drawn on the Neptune Trust Company account of the stepfather and deposited by Best in his account in the Marine Trust Company; the explanation that this payment by the stepfather to Best was not on account of the \$10,000 which

Best had paid the stepfather in January and February, 1929, but on account of moneys which Best said he had, during the preceding thirty days, given, he first said, to the stepfather "mostly in cash and not drawn out of the bank" (p. 161), and, he secondly said, when it was made apparent to him that this was impossible, that he thought that \$1,600 was drawn out of his account in the Marine Trust Company and the difference paid in cash (p. 167); the promise of Best to produce his deposit book in the Marine Trust Company showing this deposit and his non-performance of the promise; the fact that the check book of the stepfather in the Neptune Trust Company shows no such check drawn to Best; the promise of the stepfather's counsel to produce the canceled check (p. 172) and its non-fulfillment.

It is significant that no record is produced showing either that Best had ever paid the cash to the stepfather or given to him the check which he thinks was in the amount of \$1,600 nor that the stepfather paid to Best in *July, 1929*, an amount which Best thought is over \$5,000 or over \$6,000 (p. 162) and yet the evidence was available to the stepfather and Best if they had desired to produce it.

We also have the fact that, notwithstanding that the supposed purchase was made in January, 1929, the stepfather paid the taxes for the whole year 1929 as a *gift* to Best, so it is said.

We have the fact that he did not destroy the deed. Why did he not? He said that he did *not* keep it because he "might sometime in the future give her the property anyhow" (p. 214). Then why *did* he keep it? The answer is that *he* did not have it—the *stepdaughter had it*.

We likewise have the fact that all the negotiations for the canceling of the lease of Headley were with the stepfather. There was no outward

change of ownership notwithstanding the fact that the deed and the mortgage and bond were drawn in the office of counsel for the stepfather and, though it was agreed that Best should pay interest at 6%, the bond does not provide for the payment of interest (p. 238). It is significant also that the interest of \$450 which it is said was paid in June or July, 1929, was paid in *cash* with no written evidence.

We have the further significant fact that this supposed purchase was put through and the deed delivered *after the stepfather had a quarrel with the stepdaughter because of her intended marriage and had made up his mind to do everything that he could to embarrass her, which supplies the motive to put through this alleged bona fide sale.*

The burden was upon the stepfather and Best to *distinctly prove every element which is needed to put Best in the position of a bona fide purchaser for value without notice.*

In *Graves v. Coutant*, 31 N. J. Eq. 763, at p. 779, this Court said:

“It is not only necessary that a defendant setting up a defence of a bona fide purchaser should clearly and unequivocally state in the answer that the purchase was for value, without notice, but he must also set forth all the particulars of the purchase, and *must distinctly prove them.*”

Is this Court obliged to believe any such tale as is here told by the stepfather and Best?

The language of Vice Chancellor Van Fleet in *Daggers v. Van Dyck*, 37 N. J. Eq. 130, is particularly applicable:

“The Court may very properly, in a case of this kind, where the evidence, on the main point in dispute stands in such decided conflict, resort to the circumstances which are inherent in the transaction brought in judg-

ment, as well as to those which are collateral to it, in order to see whose evidence they corroborate and those they impugn.

“They may so far strengthen one and impugn the force of the other as to leave no doubt which story is true. The Court is not bound to accept everything as true a witness may say.

“Evidence, to be believed, must not only proceed from the mouth of a credible witness, but it must be credible in itself—such as the common experience and observation of mankind can approve as probable under the circumstances. We have no test of the truth of human testimony, except its conformity to our knowledge, observation and experience. Whatever is repugnant to these belongs to the miraculous, and is outside of judicial cognizance. Evidence is generally considered improbable when it imputes to the parties to a transaction, occurring in the ordinary course of business, conduct inconsistent with the principles by which men, similarly situated, are usually governed.”

And see *Second National Bank of Jersey City v. O'Rourke*, 40 N. J. Eq., page 92, at page 94; *Buchanan v. Buchanan*, 73 N. J. Eq. 544, reversed 75 N. J. Eq. 274 but not upon the point here involved.

And we direct attention to the fact, although Best said that he wanted the property for a bus terminal and that therefore it was necessary that Headley, whom he knew to be in possession under a lease, should be gotten out, he paid his \$10,000 to the stepfather before Headley was gotten out and made no inquiry of Headley to ascertain whether Headley could be gotten out.

To support the tale of bona fide purchase, Mr. Duell was produced to corroborate the statement of Best that he had had a search made. It was recognized by the stepfather that *some show* of bona fides had to be made with respect to this

transaction and therefore the calling in of Mr. Duell. But what Mr. Duell and Best did *not* do with respect to this search is conclusive evidence that the search was but a subterfuge. Mr. Duell said (p. 173) that he went with Best to Mays Landing the last part of December, 1928 (Best said that it was the early part of December, p. 156), and that he made a search for deeds and mortgages *but for nothing* else (p. 175) and he testified (p. 174):

“A. I told him that the property was in Mr. Doughty’s name and it was clear, no mortgages on it and I told him that there was no use having a search on it.

Q. You mean a search? A. A title search.

Q. At that time was there on record any deed from Doughty to Miss Dobbin? A. I didn’t see any; just in Mr. Doughty’s name.”

*The last question and answer indicates the purpose of Mr. Duell’s visit to Mays Landing. It was to ascertain whether the deed from the stepfather to the stepdaughter had been placed upon record. The stepfather knew that the stepdaughter had the deed but he did not know whether it had been recorded. Hence the trip of Mr. Duell to Mays Landing. There is no doubt but that Mr. Duell went to Mays Landing, but he did not go for the purpose of making a search.*

If he *did* go for *that* purpose why did he not search for judgments and for leases and why was not a Supreme Court and United States District Court search for judgments obtained?

And how could careful counsel, upon inspecting only the mortgage and deed books for a length of time which he cannot remember (p. 175), advise his client that there was “no use having a search on it”? And it is significant that there are no written memoranda of this search.

And how could careful counsel, upon such an inspection made by him either the latter or the early part of December, 1928, as the case may be, advise his client to pass title on January 5th or 6th, 1929? Many things might have occurred in the interim.

We submit that, if the truth had been told by the parties, the answer to the question put by his counsel to the stepfather (p. 71):

“Q. Mr. Doughty, most of these questions that have just been asked you have been apparently to find out whether or not you had any side deal or agreement with Mr. Best wherein this was to be merely a fake sale for the purpose of voiding the deed to Miss Dobbin; is that the fact?”

and to the same question in effect put to the witness Best (p. 168), instead of being “No” should have been “Yes”.

And why, if Mr. Duell represented Best, did he not participate in the closing? The closing took place under the direction of, and everything seems to have been attended to by, counsel for the stepfather and counsel for the stepfather now is, in his capacity as such (for there is no answer filed by Best), assuming the burden of proving that this is a bona fide purchase for value without notice.

We submit that the resort to this subterfuge is probative evidence that the position taken by the stepfather—*i. e.* that the deed was never delivered—has no foundation in fact and that the decree below should be reversed and the record remitted with directions to enter a decree granting the relief prayed by complainant, the stepdaughter, without any consideration to the *supposed* rights of Best.

But if this Court should feel that Best is entitled to *some* protection, then he is entitled only

to protection to the extent of the money which he has actually paid on account of the purchase of this property less what the stepfather may have repaid to him.

And again, if this Court should feel that Best is in fact a bona fide purchaser for value without notice, then the decree should compel the stepfather to account and the mortgage taken by him should be assigned by him to the stepdaughter.

Respectfully submitted,

PAUL M. SALSBURG,  
MERRITT LANE,  
Of Counsel Appellant.

NEW JERSEY  
**Court of Errors and Appeals**

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Between

ISABEL DOBBIN NAAME,  
*Complainant-Appellant,*

and

SOMERS L. DOUGHTY AND  
DAVID H. BEST,  
*Defendants-Respondents.*

} On Appeal  
from  
Chancery.

**BRIEF OF DEFENDANTS-  
RESPONDENTS**

THE ISSUE

This is a suit brought by Isabel Dobbin Naame to declare that a mortgage given by David Best to defendant Doughty be declared not to be a lien upon premises described in the complaint and for other relief.

The undisputed facts are that Doughty, the defendant-respondent, owned property at Drexel and Maryland Avenues, Atlantic City; that in 1926 after he had given other lands to his step-daughter, Isabel Dobbin Naame, complainant-appellant decided to give her the Drexel Avenue property. As appears from testimony in this case and more fully from the testimony in the other appeals, Doughty had given two other pieces of property situated about three blocks from the Drexel Avenue property to his step-daughter; that these properties were improved by building colored apartment houses upon

them. The arrangement concerning the building of these apartments is in dispute in the other cases.

In this case, after the apartments, known as the Savoy and Corner apartments, were under way, Doughty considered the advisability of improving the Drexel Avenue property in the same manner, and for this purpose had the C. J. Adams Company, a real estate organization who for many years had attended to similar business for him, draw a deed of conveyance from him to his step-daughter, the complainant. This deed was dated and acknowledged on December 31, 1926. Defendant says that he did not take the deed away with him but left it in the Adams Company's possession for about two months, when he took the deed home and locked in it a bureau drawer in his bed-room where he kept a large quantity of other papers, some money and jewelry. He had, or thought he had, the only key that unlocked this drawer, which he always carried with him. He had no occasion to look for the deed again, and did not see it again.

He did not know that the deed had disappeared from the drawer until he was served with the papers in this suit. Between the date of the deed, December 31, 1926, and the 29th of January, 1927, Doughty changed his mind about improving the Drexel Avenue property with another apartment house. He talked this over with his step-daughter and they both agreed that an apartment house in that locality would not pay.

The principal reason that brought them to this decision was that Joseph Naame, who had been the builder for the Savoy and Corner apartments, was himself putting up a large colored apartment house on Indiana Avenue near Atlantic. Miss Dobbin was not at that time so much in love with Naame as to let business interfere with her affections, and she promptly agreed that the thing to do was to build a rival apartment house one block further south on Ohio Avenue near Atlantic. The details of the negotiation and the building of this apartment house are in the other cases.

The idea of giving the Drexel Avenue property to his step-daughter was dropped by Doughty and he did not therefore deliver the deed to her. He continued to deal with the property as his own, and prior to March 11, 1927, leased the property to Samuel H. Headley for a gasoline filling station.

Headley: "I think it began in March, 1927. I am not sure, but I think it is March, 1927."

(Page 12, S. C.)

On page 13 the witness' memory refreshed by a copy of a letter fixes the date as March 11. Later, in the early part of 1929, through a negotiation with Doughty, Headley surrendered his lease. There was some rent due and it was agreed that improvements that Headley, who was a building contractor, had made to the property should stand off the rent then due, and on January 5, 1929, Doughty conveyed the Drexel Avenue property to the defendant Best in consideration of \$5,000 in cash and \$35,000 mortgage. The mortgage provided for a \$5,000 payment within thirty days, which was made, leaving the conveyance to Best for \$10,000 in cash and a mortgage of \$30,000.

Complainant claims, but Best denies that he had any knowledge of any description that she was the owner of the property. It is conceded that before Best paid over any money he had his attorney, Mr. Duel, go to Mays Landing and look over the records in the County Clerk's Office and was told that the property was in Doughty's name and unencumbered. He thereupon paid his money and received a deed which was put on record. Defendant claims that immediately upon the execution of the deed from Doughty to her, Doughty brought it home and gave it to her; that she was ignorant of business matters and that she did not know that it should be recorded; that she kept it by her for a season and then put it in her safe deposit box where she kept it until she heard that Doughty was selling the property; and that thereupon she consulted with someone who advised her to have her deed recorded. This she did on January

29, 1929. At this time she was still living with her step-father, and says that she did not consult with him about recording the deed, nor did she advise Best that she was recording her deed.

The issue, therefore, is very narrow: Did defendant Doughty deliver the deed to complainant Dobbin with intent to give her the Drexel Avenue property?

The Vice Chancellor found as a fact that this deed was never delivered to complainant, and that it was improperly recorded. That there was plenty of evidence upon which the Vice Chancellor could base his finding is apparent both from the direct testimony and the acts of the parties.

The first witness called by complainant was Headley, who testified that he negotiated for the renting of the Drexel Avenue property.

Page 14, line 1, S. C.:

“Q. Did you have any negotiations whatever with the then Miss Dobbin, now Mrs. Naame?”

A. I did not.”

The lease was sent to Headley by the C. J. Adams Company, and when he received it he noted that the lease was drawn in the name of the complainant, Isabel Dobbin.

Page 14, S. C.:

“Q. To whom were the payments made while they were being made?”

A. They were made, the lease was drawn when I received the lease, the lease was drawn in the name of Isabel Dobbin, naturally I drew the checks as the lease called for to Isabel Dobbin.”

Headley further records his conversations concerning the renting with Doughty on page 18.

“Q. Did Mr. Doughty tell you that the property wasn't his?”

A. No.

Q. Did he do or say anything that indicated to you that he didn't own the property?

A. He did not."

The lease was a C. J. Adams lease.

Page 19, S. C.:

"Q. Was there anything to indicate on the lease that it had come from C. J. Adams and Company's office?"

A. It was a C. J. Adams Company lease."

Witness did not know Miss Dobbin.

Page 20, S. C.:

"Q. And discovered that the name of the lessor was Isabel Dobbin?"

A. Yes, sir.

Q. That is the first you knew?"

A. First I knew that there was anybody of that name in the city."

Witness drew the checks in the name of Dobbin, but sent them to Doughty's residence.

Page 22, line 25, S. C.:

"A. The check was always addressed to the address of Doughty's residence."

Page 24, line 18, S. C.:

"Mr. Somers L. Doughty, Atlantic City, New Jersey. Dear Mr. Doughty: Enclosed herewith find my check in the sum of \$500 which you will please credit to my rental account for Maryland and Adriatic Avenues. Yours very truly, Samuel H. Headley."

(Note: The property fronts on three streets, Maryland, Drexel and Adriatic.)

Witness never tendered any rent to Miss Dobbin, page 26, lines 10 to 20, S. C.

In the fall of '28 he negotiated with Doughty for the surrender of the lease.

Page 27, lines 20 to 35, S. C.:

"A. I told him that the place wasn't a paying place and we talked over the situation and I asked to be relieved of it and he agreed with me and said

it was all right to send back the lease, which the lease went back.

Q. Did Mr. Doughty at that time inform you that he had deeded this property to Miss Dobbin?

A. No."

Further testimony concerning the surrender is on page 30, lines 10 to 28.

The witness testifies the leases were in duplicate, that he signed both of them, returned one by mail to Doughty and kept the second one until the time of the surrender, when he returned the second one to Doughty. He says he did not return the copy of the lease immediately after his conversation with Doughty and they were sent under cover of a letter.

Page 15, line 32, S. C. :

"March 11, 1929. Mr. Somers L. Doughty, 12 Indiana Avenue, Atlantic City, N. J. Dear Mr. Doughty: As per our recent conversation, I am herewith surrendering the lease on property at Drexel and Maryland Avenues, this city. Very truly yours, signed, Samuel H. Headley."

In the early part of the year 1929 witness had a conversation with the complainant. They met in front of the Guarantee Trust Company. She fixed the time in her testimony as February 15, 1929.

Page 28, line 12, S. C. :

"Q. Had Miss Dobbin ever demanded any rent of you?

A. Miss Dobbin at one time asked me, I think she got out of the car, was getting in the car at North Carolina Avenue and asked me if I would pay some more rent and I said, 'Mr. Doughty and I, I have agreed with Mr. Doughty to surrender the lease.'

Q. What did she say to that?

A. She smiled, I think, and went on and got in the car. I don't think there was any answer to it."

Page 30, line 33, S. C. :

“Q. At the time she asked you about the rent, did she inform you that she claimed to be the owner of the land?

A. She did not.”

It must be remembered that this was the complainant's witness and that they are bound by his testimony. They also called the defendant Doughty who admitted that he had received the lease back from Headley but could not find it after a search. He was not sure but thought it might have been destroyed with other papers. (Page 37, S. C.)

Witness was examined at length concerning his sale of the property to Best and the money transactions connected therewith, pages 43, 44, 45, 46, 47, and 48, the effect of which was that he got in two payments \$10,000. in cash, \$450. in interest on the mortgage; that he gave a deed and got back the mortgage. It also developed, on page 53, that he occupied a position of trust towards Best; that in July of 1929 he was acting as Best's banker because Best was involved in some litigation and feared that his bank account might be attached and tied up.

On cross examination Doughty testified, page 54, lines 10 to 20, that he had been negotiating with Best for about a year for the sale of the property. They finally came to an agreement in the latter part of December, the papers passing about January 4, 1929. Doughty's version of the agreement with Best is recited on page 55, lines 25 to 35. Best knew that Headley was in possession of the property under a lease and it was one of the conditions that Doughty should get him out of possession. This Doughty agreed to do.

At the time of the settlement, page 56, Best wanted to get a title insurance policy, but Doughty talked him out of it on the ground that it was unnecessary.

“Dave, you are just throwing that much money away, there is no judgments against me and the

property is all clear, might be a little search made and that won't cost you much." "Well," he said, "if you say the property is all clear, I will take your word for it, Somers," he says, "I will take your word, rather take your word than any man in Atlantic City," and some remark like that and I said, "Dave, I will guarantee there is nothing against the property." and we agreed on the settlement."

Witness was then asked (line 22) :

"Q. Now, at that time it appears that there was a deed dated December 31, 1926, which has been offered in evidence Exhibit C7. In view of the statement you have just made to Best, how do you explain the fact that you had apparently executed that deed?"

Page 57, line 10 :

"A. I had that deed drawn, expecting to give it to my daughter, if she built on this ground, instead of that I bought the Ohio Avenue instead and never delivered this deed.

Q. Was this deed, as far as you know, of record at the time that you made this deal with Mr. Best?

A. No, sir ; to the best of my knowledge it wasn't of record. Should not have been of record.

Q. Where was the deed, as far as you knew, at that time?

A. In my bureau drawer, in my bedroom at home, locked up.

Q. When had you last seen the deed?

A. Oh, for a year or more.

Q. You hadn't seen it, you mean or you had seen it?

A. Hadn't seen it?

Q. You hadn't seen it for a year or more?

A. No, sir.

Q. Had you looked for it?

A. No, sir.

Q. You believe the deed was in your bureau drawer at the time you told Best in the title company that he didn't need to make a search?

A. Yes, sir."

Page 58:

"Q. Had it ever been given to your daughter?

A. No, sir.

Q. Had it ever been handed to her?

A. No, sir.

Q. Had you ever made any delivery of it in any way to her?

A. No, sir.

Q. Had anybody on your behalf made any delivery to her?

A. No, sir."

Not only was complainant bound by this testimony, but counsel so recognized it.

Page 48, line 1:

"Mr. Cole: Of course, he is my witness and I may be bound by his answers."

Witness testified the deed was drawn in C. J. Adams Company's office under his direction, page 60, lines 1 to 15.

Witness did not take the deed away when it was acknowledged page 61, lines 1 to 10.

Line 15:

"Q. Why did you leave it at Adams' office?

A. Oh, I don't know; I guess I am a little careless that way, often leave papers there, got some papers laying there now that has been there pretty near a year, Wright calls me every time he sees me on the street to come get them, tired of seeing them.

Q. Then did you finally go get this deed?

A. Yes, sir.

Q. How long do you think it was after you had signed it?

A. Probably a couple of months."

Witness then repeats testimony about what he did with it.

This testimony is confirmed by the fact that the deed must have been in the possession of the C. J. Adams Company at the time they made the lease to Headley. This would mean that it remained with them from December 31, 1926, at least to March 11, 1927. It also explained later in the testimony that the reason the lease was made in the name of Isabel Dobbin was because of the deed then in Adams' possession.

Not only does this check up with Doughty's testimony, but it is also extremely important from another standpoint. The Ohio Avenue property had already been purchased, January 29, 1927, and the reason for delivering the deed has ceased to exist even before Doughty took it home and locked it in his drawer. The witness was then put through a long re-direct examination, the object of which was to attempt to show that the sale to Best was for the purpose of this suit. Counsel was unsuccessful.

Page 71 :

"By Mr. Richards :

Q. Mr. Doughty, most of these questions that have just been asked you have been apparently to find out whether or not you had any side deal or agreement with Mr. Best wherein this was to be merely a fake sale for the purpose of voiding the deed to Miss Dobbin; is that the fact?

A. No, sir; it is a legitimate sale.

Q. Was the deed or the sale an effort on your part to avoid this deed to Miss Dobbin?"

Page 72 :

"A. No, sir; I thought I had a perfect right to sell the property because the property wasn't hers, the property still belonged to me; the property didn't become hers unless she built on it."

Witness did not know of the recording of the deed until he was served with the papers in the suit, page 72, line 23.

After Miss Dobbin left on February 6 to get married, the maid was cleaning up and found a copy of a letter and a key under the scarf on the bureau. She delivered both to Doughty, page 73. It is admitted that this key fits the drawer in Mr. Doughty's bedroom where the deed and other valuables were kept, page 73. Witness had no knowledge that this key unlocked the drawer to his valuables, page 74.

The paper found with the key by the maid was a copy of a letter that Miss Dobbin had made in her handwriting. It is testified by Doughty and confirmed by the maid that Miss Dobbin thought that this letter was of an incriminating nature and she threatened to give it to the newspapers to get even with him. Quite evidently in the excitement of leaving to get married she forgot to take it with her. The letter, in fact, was not incriminating, but shows the complainant's attitude towards her step-father.

The complainant was called as a witness and testified concerning the deed:

Page 87, line 23:

"A. My father brought it home on Saturday afternoon and gave it to me about, I think, the day it was written.

Q. Do you recall if he said anything to you at the time, and if so, say what it was?

A. 'Here is the deed to the property that I have given you.'"

Witness kept it about a month and then put it in her safe deposit box, page 88. She learned that Doughty had deeded the property to Best:

"A. About the middle of January." (Page 89, line 23.)

She claimed that Best knew that she was the owner of the property.

Page 90, line 31:

"Q. Did you ever have a talk with Mr. Best about this property?"

A. Yes, one occasion when he was taking ashes from my Ohio Avenue house I asked him if he wouldn't buy that lot out there, he was in the garage business, and he said 'Oh, he would think it over.'"

Asked about the Davis letter, she accounted for the copy being in her handwriting by stating that Doughty had asked her to copy the letter.

Page 94, line 25:

"Q. State how you came to make that copy?

A. Well, he asked me to make a copy of that letter because the contents are very incriminating.

Q. Very what?

A. Incriminating; Frank Davis is a notorious confidence man that my father harbored in his house for three days while the police were looking for him, and it sort of incriminates my father, the contents of this letter, *at the time.*"

This statement shows the venomous attitude of the complainant and also her utter disregard for the truth while on the witness stand. Doughty denied that he had ever harbored Davis in his home. He explains that Davis kept his automobile in Doughty's public garage, which was on South Indiana Avenue adjacent to the Doughty home. Nor did the letter have anything to do with any incident when Davis was being searched for by the police, but was mailed from Chicago long after this incident, if it occurred. It related to the sale of Liberty Bonds and Doughty took the matter up with the Board of Directors of the Marine Trust Company. *He never answered the letter.*

She testified that when she put the deed in the safe deposit box, she was accompanied by Mrs. Crouch, but when she took it out to have it recorded *nobody was present.*

Page 95, lines 7 and 8:

Q. Was there anybody with you at that time?

A. No.

On page 99 she testified that Headley sent the checks to her father; that he opened the letters and gave her the checks.

Referring to the lease (page 100, line 5):

Q. Did you have possession of one copy of the lease between Headley and yourself?

A. I did.

Q. *About when did you get that lease?*

A. *The day Mr. Headley signed it in our home.*

Q. Is that where it was signed?

A. Yes.

Q. At your home?

A. Yes.

Q. What did you do with that lease after you, immediately after you got it?

A. Took it upstairs and put it in my bureau drawer.

She also testified, page 101, lines 11, regarding the rent:

A. I met him outside of the Guarantee Trust Company and asked him if wasn't a consideration due me on the gasoline station up until September 1928, *and he said there was but Mr. Doughty told him not to pay it to me.*

On cross-examination the complainant's testimony was severely shaken by the large number of contradictions and falsehoods which it contained. At the outset the witness is flatly contradicted about the signing of the lease by both Headley and his manager, Roy Shinn. Headley testified, page 140, line 10:

Q. Mr. Headley did not sign the lease for the gas station in Mr. Doughty's home on Indiana Avenue?

A. No.

Q. Did you sign the lease in the presence of Miss Dobbin?

A. No.

Q. Or in the presence of Mr. Doughty?

A. No.

Q. Who was present when you signed the lease?

A. My Secretary, Roy Shinn.

Q. And where did you sign?

A. In the office.

Q. Where is your office?

A. 331 Guarantee Trust Building.

Roy Shinn was then called to testify. He had been called on the telephone to come to the court room and was put on the stand without counsel having any idea what his testimony might be, but it was as follows, page 149, line 22 :

Q. Do you remember the incident of the lease of that property?

A. I do.

Q. Did you see Mr. Headley sign the lease?

A. I did.

Q. Where did he sign it?

A. In his office in the Guarantee Trust Building.

Q. What was done with it after he signed it?

A. *I mailed it to Mr. Doughty.*

Witness was asked if he had discussed with anyone his testimony prior to taking the stand, and said he did not. (Page 150.)

On cross-examination, page 151, line 9 :

Q. So you came right here and went on the stand without having talked with anybody or anybody having talked to you?

A. Absolutely.

\* \* \*

Q. Do you mean to say that you have, sitting on the stand, a present recollection of having seen Mr. Headley sign that lease?

A. I have.

(Note: Shinn had an interest in the gasoline business.)

Page 152, line 3:

Q. What happened at that time that makes you presently recall that you saw Mr. Headley sign this lease?

A. I recall asking him and inquiring what address I should return the lease to, where Mr. Doughty's residence was and he told me at his garage and I recall I knew then, that, then it occurred to me who this Mr. Doughty was, having the garage there, Indiana and Atlantic Avenues.

Line 21:

Q. Have you a present recollection that you signed as a witness?

A. Yes.

Q. Did you read the lease?

A. Did I read it?

Q. Yes.

A. I did.

From this testimony of two disinterested witnesses it is apparent that the complainant's story that the lease was signed in her home and in her presence was a deliberate falsehood, manufactured out of the whole cloth in order to try to show that both Headley and Doughty recognized her as the owner in 1927. Headley (page 140, lines 25) also contradicts her on the question of her demand for rent.

Q. On the occasion when you met Miss Dobbin at North Carolina and Atlantic Avenue did you admit to her that you owed her any money as rent?

A. No.

Page 141, line 1:

Q. Did you tell her that you owed the rent or that Mr. Doughty had told you not to pay it to her or words to that effect?

A. No, unless an inference could be drawn from that, no, sir; *the words were not said.*

\* \* \*

Q. Was it a fact that Mr. Doughty had told you not to pay the rent to her?

A. No, he had told me, we had discussed it and he had told me at that time to return the lease and forget it, so that no more money to be paid.

The Dobbins conversation was, page 141, line 18:

A. It was some time in February.

Q. February?

A. I think it was. It was a few weeks, two or three weeks before the lease was returned and I think that lease was returned in March.

The complainant *having testified that she got the deed on a Saturday afternoon, right after it had been executed* (page 102) *was compelled to take this testimony back,* page 102, line 35:

Q. Well, you don't know then, whether the day that he gave it to you bore any relation whatsoever with the time when it was actually executed, do you?

A. No.

Q. Then why did you testify, in answer to your counsel's question, that he gave it to you the same day it was executed?

A. It was my presumption.

Q. It was just, then, a presumption, had no basis in fact at all, is that right?

A. Yes.

The fact that she changed her testimony was undoubtedly induced by the fact that she saw the cross-examiner have a calendar in his hand, and that she knew her statement that she received the deed on a Saturday, the day it was executed, was not true, because December 31 was not a Saturday. She could not explain why she did not have the deed recorded when she received it. She had other recorded deeds, in her possession (the Savoy and corner properties), page 107, lines 20 to 30. She did not discover the deed was not recorded until she asked Henry Kuehnle about it (page 108), who advised her to take it

out of her box and see. This was in January, but she did not warn Best of her rights in the matter.

Page 108, line 29:

Q. At that time you knew or at least had information that Mr. Best had bought the property or was negotiating to buy it?

A. Yes.

Page 109, line 3:

Q. Did you make any effort to warn Best?

A. No, he knew it was mine.

Q. How did he know that?

A. I was talking to him one day at the Ohio Apartments.

Q. What was it you said on that occasion to Best?

A. I don't remember the exact words but he asked me where my father was and I told him I guess he was home and then we discussed different things and finally I knew he was in the business and asked him why he didn't buy that property of *mine* at Maryland Avenue.

Compare this statement with her version of the conversation on page 90, line 31, where she doesn't use the word "mine" at all. She never tried to sell this property to anyone but Best. (Page 110.)

The answers on cross-examination grow more improbable from this point on. The Court's attention is particularly called to page 111, where before having admitted that she had not designated in her conversation the property, she now says:

Q. Did you say Maryland and Drexel?

A. I think I did.

Q. Now, then, the conversation seems to be that you said to Mr. Best on this occasion, "Why don't you buy the gasoline station at Maryland and Drexel Avenue from me?" or put it the other way

around, "Why don't you buy my property, the gaso-  
line station at Maryland and Drexel Avenue?" Is  
that what you told him?

A. I don't think I used those words.

Q. As a matter of fact you never mentioned the  
words "Maryland and Drexel Avenue," did you?

A. I think I did.

Q. In this conversation.

A. I think so.

Q. Why did you mention Maryland and Drexel  
Avenue when you have already said that he knew  
what property you owned out there?

A. I don't know any particular reason.

She did not warn Best, page 112, lines 22.

Q. But you knew in January and before the  
twenty-ninth of January that your father was un-  
dertaking to sell this property to Best.

A. I had heard it.

Q. And you didn't warn Best that you claimed  
this property?

A. No.

Q. And you never warned him not to pay any  
part of the consideration to your father?

A. No.

Q. Now, at the time that you got this deed out of  
the safe deposit box and sent it for record you were  
still living at home, weren't you?

A. I was.

Q. Did you speak to Mr. Doughty about it?

A. *I did not.*

Q. Why not?

A. *I didn't think it was necessary.*

Q. Why, Miss Dobbin, do you mean to say that,  
having heard that he was selling your property to  
someone else, you didn't think it was necessary to  
speak to him about it?

A. No, I had the deed and I didn't think he could  
sell it.

Q. Did you ask for any explanation about it?

A. I did not.

The only explanation for the complainant's conduct is that she did not have the deed at that time, but that presumably she knew it was in the bureau drawer and having the key to fit that drawer, she undoubtedly took it from the drawer about the time she heard of the proposed sale, and sent it for record.

When examined about the Davis letter, she declared that he was in their house for three days, page 115, lines 20 to 30:

Q. And you knew that the police were looking for this Mr. Davis?

A. I did.

Q. There was a warrant out for him?

A. I imagine there was.

Q. And you didn't inform the police?

A. Why go against my father's wishes?

Concerning the letter, page 116, line 15:

Q. I ask you if there was anything in the letter that would indicate that the securities had been either stolen or illegally obtained?

A. No.

Her story about copying the letter is inherently improbable:

Q. Now, you say you made this copy at the request of your father?

A. I did.

Q. And that he wanted the copy because he thought the letter was a dangerous letter for him to have?

A. He didn't say that much but that was the impression.

If the letter was dangerous, why would the father want a copy, as well as the original. Certainly two papers would be more likely to get in circulation than one. Doughty's contention that she made a copy of the letter with the idea of publishing it is far more convincing.

Page 117, line 21 :

Q. But you did think that this letter would be a very damaging letter if it became public, didn't you?

A. I do.

Q. You did then and you do now?

A. Yes.

This case was tried two or three weeks after the other cases and after all of the testimony was taken concerning the Ohio Apartments and her denial that she never agreed to execute a mortgage on the Ohio Apartments, we have this admission from her, page 118, line 15:

Q. Hadn't he undertaken to negotiate a mortgage loan on the Ohio Apartments?

A. Not with my consent.

Q. Didn't he ever bring to your attention the fact that he had negotiated such a mortgage and want you to execute it?

A. He did not.

Q. And you never refused to execute it?

A. I did not.

Again on cross-examination she repeated circumstantially the alleged signing of the lease in her home, page 119, line 3:

Q. You said, I think, that you knew at the time that Mr. Headley had leased the gasoline station?

A. I knew at the time.

Q. Yes.

A. I met him the day I signed the lease.

Q. Where did you meet him?

A. 12 South Indiana Avenue.

Q. And you signed the lease there?

A. I did.

Q. And he signed it there?

A. I presume he did.

Q. Don't presume, a minute ago, a little while ago you said he did.

A. I am sure he did.

Q. Couldn't be mistaken about that now?

A. My father and he and I were all there together when the lease was signed, that is the first time I met Mr. Headley.

Q. And you saw him sign the lease and he saw you sign the lease, is that right?

A. Yes, I think so.

Q. That is how he knew to pay you the money, wasn't it?

A. He gave me the first check.

Q. Right then and there?

A. I think that same day or told me not to worry about the money, that it would be good.

We have already pointed out that this statement was not and could not be true.

Relating to the lease of Headley, page 119, line 35:

A. It was around—I had come from Judge Cole's office, I had been in Judge Cole's office, and was waiting in the car; it was around the fifteenth of February, sixteenth, sometime around there, 1929.

Q. \* \* \* you asked him for the four hundred dollars he owed you?

A. I asked him if there was a consideration due me up to last September.

Q. What did you mean by a consideration?

A. The rent.

Q. That is what you meant, that he owed you rent?

A. Yes.

\* \* \*

Q. How much did he owe you?

A. To my figures, four hundred dollars.

Q. And he told you that he did owe you the rent

but that Mr. Doughty had told him not to pay it to you?

A. No, he smiled and said that my father said not to pay me any more money.

Q. On your direct examination you said that he said that he owed you the rent but that your father told him not to pay it?

A. He admitted he owed me the rent but my father told him not to pay me.

Later on, page 112, line 13, she testifies to a conversation between Doughty and herself which utterly repudiated that she demanded the rent of Headley.

A. There was some talk of releasing it.

Q. Who was the talk with?

A. My father.

Q. Did your father tell you why he was going to release Mr. Headley.

A. Mr. Headley claimed he was losing money all the time.

Q. And your father said he was going to cancel the lease?

A. My father and he talked it over; I had nothing to do with it.

Q. What did your father say to you about it?

A. That we would release Headley.

Q. And you didn't object to that, did you?

A. I never objected to anything he did.

Could this testimony be consistent with her ownership of the property, and certainly it contradicted her story that she demanded the overdue rent.

Again the friend-in-need, Miss Crouch, comes to the rescue, testifying on page 130 that when she and Doughty were passing the Drexel Avenue property:

A. He often said as we passed, on our way up to the Savoy, "Here is another property I *give* Isabel" or something to that effect.

(Note that the word *Give* is used and not *Gave*.)  
Unquestionably the conversation referred to Doughty's intention to give complainant the property.

Miss Crouch says that she accompanied Miss Dobbin to the bank to put the deed in the safe deposit box. As in the other case she talked too much.

Page 132, line 20:

Q. You knew that the deed she had was the deed for the Maryland and Drexel Avenue property, did you?

A. I did.

Q. How did you know that?

A. She showed it to me.

Q. *Did you read it?*

A. I did.

Q. All the way through?

A. Read the signatures and where it was; I had seen it before.

Q. But on this occasion you read the signatures and you read the description?

A. I did.

Q. Where were you standing when you read it?

A. In the bank; she went in the vault and I stayed out in the bank.

She could not explain why she read it. (Page 133.) Can anyone fancy two women standing in a public place like a bank while one who was not concerned in the matter in the slightest, read a deed that was about to be put in the safe deposit box? If she read it, there must have been some ulterior reason. While it is counsel's belief that the deed was never taken from Doughty's bureau drawer until the latter part of January, 1929, if it ever was in the vault, it was shown and read to Edith Crouch for the very purpose of testifying concerning it. Finally, she was forced to admit that she had been coached by the complainant, Dobbin.

Page 135:

A. *She asked me to tell I was with her the day she put it in the box.*

Q. She asked you to tell that she had, that you were with her the day that it went in the box, is that right?

A. I offered to do it.

Complainant's husband was also called to support her testimony.

Page 138, line 13:

A. That first I knew of it, I went—he called me up to his house one day and we talked over the advisability of an apartment on the lot and he said he won the case now and that he already given the land to his daughter and that what I thought of an apartment on there. And we talked pro and con about the apartment and I told him probably it wouldn't be out there inasmuch as there was one out north didn't pay, I would like the job, but I couldn't very well recommend him to build an apartment there.

\* \* \*

The Court must remember that at the very time this conversation was taking place, the witness Naame was building the Lincoln Apartments, a rival colored apartment house to those already erected by Doughty. Even his wife does not substantiate this story, but on the contrary agrees that the motive which led to the building of the Ohio Apartments was to counter the move of Naame in building the Lincoln, and that this involved the abandonment of the Drexel Avenue site.

The defense met the evidence of the complainant and her witness with the evidence of Headley, which has already been cited here, and also of several other witnesses.

Enoch H. Burkett (page 144, line 31) who is the janitor at the Savoy, details a conversation between Miss Dobbin and himself as follows:

A. She says, "Father has bought the Ohio Apartments," she says, "I don't guess he will let me have this place out here." I says, "Yeh"—at that time Mr. Naame came in, he used to come up there and help her go over her books, receipts and things like that, to bookkeep, so she stopped talking about it, so the next day when she came in, she was looking out the window, she says, "Well, I got the deed for these apartments up here," she says "and I am"—I forget how many thousand dollars "I am richer now," she says, "but whatever I do pay him I am going to take a trip to Europe and I am going to have a long distance telephone talk so I can talk to you over the ocean just to tell you what to do."

Q. Did she say anything more on that occasion about the Drexel Avenue property?

A. Yes, she says father he no gave them to her yet but she will get them out of him.

Q. Get them out of him?

A. Yes, she will *get them out of him*.

The testimony of Roy Shinn which contradicts any material matters in the testimony of the complainant has already been referred to.

David Best testified that he began negotiating with Doughty for the Drexel Avenue property in November, 1928. Page 154. They finally came to an agreement and he had the title looked up. Page 155-156 he denies the conversation at the Ohio Apartments.

Q. Mrs. Naame says that she had a conversation with you down at the Ohio Apartments in which she asked you why you didn't buy her property; did you have such a conversation?

A. I did not.

Q. Did you ever have any conversation with her relative to this property.

A. I did not.

Q. Did you have any knowledge that she claimed the title to this property or any interest in it?

A. No, I didn't.

Q. Did she ever tell you that she had?

A. She didn't.

\* \* \*

Q. When was the first that you knew that she claimed an interest in this property?

A. I got a notice from the court, that is the first I knew about it, and I went down to Mr. Doughty with it and asked him what this was all about and he told me that Miss Dobbins here at one time he had made a deed out at one time to Miss Dobbins which he intended to give her the property and now that she had left him she took the deed with her, but he will straighten it all out himself and for me not to worry about it, and I took the papers up and turned them over to Mr. Reed.

Mr. Deull supports Best's testimony, page 173-174.

A. I told him that the property was in Mr. Doughty's name and it was clear, no mortgages on it and I told him that there was no use having a search on it.

Q. You mean a search.

A. A title search.

Maude St. John testified that she found the key and the letter while cleaning up after Miss Dobbin left on February 6.

Page 177, lines 20 to 35, that she took the key and the letter to Mr. Doughty; that he tried it and found that it fitted his bureau drawer.

Page 178, line 30.

Q. Did you ever see Mr. Doughty try this key marked Exhibit C-17, to see if it would unlock the drawers in his room?

A. It unlocked drawers in his room but won't unlock the cedar chest.

Q. You saw him try that, did you?

A. Yes.

Witness was cross-examined at length and re-detailed the key conversation on page 182 and 183, and again on page 185; also on pages 186 and 187, Judge Cole could not keep off the subject of drinking:

Page 181, line 16:

A. We both drank. She drank when I did, she used to make gin and ask me did I want a drink and I said yes, she took one drink whenever I did, she drink much as I did.

Witness knew the Davis letter, page 188, line 9:

Q. Whoever told you about the other letter?

A. I heard her say so out of her own mouth after him and her had a fuss Thanksgiving she told him she say "Mr.—Son of a Bitch, I will fix you. I will have you written up on the front page." She say "I got a copy of a letter." The morning she told me she going to leave to get married, she said "I got a copy of a letter and I am going to have him written on the front page."

Q. Front page of what?

A. The paper.

Q. What did he say?

A. What did he say? He told her she couldn't hurt him.

Doughty when called on his own behalf testified that after having the deed drawn and acknowledged, he put it in the drawer and that he did not miss it until some

time in December, 1928; that he asked Miss Dobbin if she had seen it and she made no reply.

Referring to the Headley lease, witness testified that it was drawn by I. G. Adams and Company.

Page 196, line 35:

“A. I. G. Adams and Company.”

Page 197, line 1:

“Q. After it was drawn up and before it was sent to Headley did you see it?”

A. No, I don't think I did. I think they mailed it.

Q. When did you see the lease?

A. Mr. Headley's office when I went up to see Mr. Headley, he had it in his office.

Q. Had you directed I. G. Adams or C. J. Adams Company to make this lease to Miss Dobbin's name?

A. No, sir.

Q. When did you first know that the lease had been made in her name?

A. When I saw it in Mr. Headley's office.

Q. Did you do anything about it then?

A. No, sir.

Q. Who collected the money for the rent?

A. I think Miss Dobbin collected the money. We both tried to collect it but she generally got the check.

Q. What did she do with the money?

A. Why, if my memory is right, one time she gave me the money, another time she said she wanted to use the money and I let her use it.”

He testified he rescinded the lease with Headley; that he paid the taxes on the property. Upon cross-examination he testified, page 206:

“Q. You didn't suppose, when you put it there, that Mrs. Naame or Miss Dobbin would go there and take it out and have it recorded, did you?”

A. No, sir.

Q. You had too much confidence in her for that, didn't you?

A. Yes, sir."

Referring to the making of the lease, witness directed either Lucius Wright or Mr. Conover to draw the Headley lease.

Page 207 :

"Q. And you didn't know that it had not been drawn in your name until you saw the lease in Headley's?

A. No.

Q. Did you go back and ask why?

A. No.

Q. Do you know how they came to put her name in the lease?

A. When I inquired?

Q. *Do you know now—I don't want any guessing—do you know how they came to do it?*

A. *Yes.*

Q. How did they come to do it?

A. *Gave the orders to the girl that draws the deeds and she had drew the deed to this property and she took for granted Miss Dobbins, they were her leases.*

Q. How do you know that? You say that is so. Now, how do you know it?

A. Mr. Conover told me that or Mr. Wright; I don't remember which.

A clerk, Stevens, in the C. J. Adams offices was called and testified that the charge for drawing the lease was made against S. L. Doughty, page 217, line 30.

This summary of the evidence leaves us in this position. We have the deed made and acknowledged. We have the fact that it was not delivered at the time it was acknowledged—that this could not have occurred for at

least two and one-half months afterwards; that in the mean time the reason for its delivery had ceased to exist because the idea of building upon the lot had been abandoned and the work already started on the Ohio apartment. Doughty's declaration that he took the deed home and locked it up in his bureau. His dealing with the property both in the renting and surrender to Headley. The paying of the taxes, and finally his negotiating and selling to Best.

Every act that occurred between December 31, 1926, and the filing of the suit in 1929 indicates that Doughty treated the property as his own, and that his step-daughter made no protest nor ever attempted to assert ownership. Doughty is supported by Burkett, who testifies that complainant said she didn't suppose she would get the property now and then that she would get it out of him anyhow.

Against this testimony we have the bare word of the complainant that Doughty had delivered the deed and that she had it in her possession from the time of its execution, December 31, 1926, until she put it of record on January 29, 1929. Why did she withhold it from record until within seven days of the time that she left Doughty's home to get married, an act which she knew would cause a breach between her and her stepfather? She has no explanation to offer except that she did not know that a deed should be recorded. She had other recorded deeds, was conducting successfully three apartment houses, and it seems incredible that she should not have this knowledge; and if she didn't, what about Naame, who was guiding her in her business affairs and who knew, according to his testimony, from 1927 on that she had the deed to this property. Is it likely that he would not have advised her to record the deed if she had had it in her possession?

Nor did she undertake to explain how she came to have the key in her possession which fitted Doughty's bureau drawer but which was of no use to her. The

key found by Maude St. John, Exhibit C17, according to the testimony of the locksmith Thomas Lewis,

“will fit the drawers in the middle room (Doughty’s room), but won’t fit the cedar chest.”

Page 193, lines 34 and 35.

She knew in December that Best was buying the property, yet she stood by and did not warn him that she had an interest in it. Was this consistent with her claim of ownership? As in the former cases, her testimony is full of contradictions. The clearest cut instance of perjury upon the witness stand is that relating to the execution of the lease. She says the lease was signed in her house on Indiana Avenue. She doesn’t say how the lease got there. It had been drawn in the real estate company’s office, and Headley and his secretary say that they received it through the mail. Quite evidently, in a desperate effort to bolster up her case, she thinks it necessary to have Headley sign the lease in her presence and that of Mr. Doughty. But Headley, who is entirely disinterested, flatly contradicts her and in further support of his testimony his secretary was telephoned for during the course of the trial, came directly from the Guarantee Trust Building to the court room and was put upon the stand without any communication with counsel or any one else and asked concerning the signing of the lease and instantly recalled that it was signed by Mr. Headley in his office in the Guarantee Trust Building and that he witnessed it. This testimony cannot be disbelieved, but it is backed up by the actual letter of transmittal which the witness Shinn wrote and sent to Mr. Doughty.

If, then, the witness told a deliberate falsehood upon a subject which she thought vital to her cause, was not the Vice Chancellor justified and is not this Court justified in disbelieving her testimony? Moreover, neither the Vice Chancellor nor can this Court disbelieve Doughty’s testimony. *He was called by the complainant* and his testimony in chief was offered by them, and

in this testimony he flatly denies that he had delivered the deed either through himself or any other agency to the complainant. His testimony was not impeached, and the Court is bound to believe it. Even complainant's counsel admitted in the record that they were bound by the testimony. Certainly the complainant cannot offer a witness, have his testimony received, and then ask the Court to disbelieve it. They were not obliged to call Doughty. Evidence of the preparation of the deed could have been obtained from the real estate company's officials which, supplemented by that of the complainant, would have made a case which Doughty would have been called upon to answer. Yet they chose to offer Doughty, and under every consideration both of public policy and the rules of evidence they must abide by his testimony, and if his testimony is accepted then this case ends, because there was no delivery of the deed.

In any case, how can a decree go against Best? He is an innocent purchaser without notice. According to complainant's own story, she stood by and saw him consummate the sale and pay his \$10,000. with knowledge of what he was doing but without advising him of her rights. Her action is so inequitable that no Court could in conscience divest him of his title or rob him of his money.

Referring to complainant's brief, page 11, counsel argues that Doughty conceded his stepdaughter's interest because he admitted she had a copy of the lease. We wish to point out that this was never denied. When Headley mailed the copy back to the Doughty residence, she opened the letter and took the copy. She accounts for the loss of her copy by saying that she gave it back to her stepfather—a very improbable statement.

Page 20. In trying to get around Maude St. John's testimony, counsel tries to intimate that she stole the gold pieces from Doughty; that she had found that the key C17 would fit the drawer and had taken the gold pieces out of it. Counsel argues:

"Now it is highly significant that she did not tell the stepfather about all this until the stepfather discovered the loss of the gold."

We submit that it is counsel and not the witness that is mixed up. The witness testified that she did not tell Doughty until after Miss Dobbin had left to get married, which was in February, while the loss of the gold was discovered in January by Doughty seeing the gold in St. John's possession, asking her where she got it from, and she saying that Miss Dobbin gave it to her. St. John did not say that Doughty charged her with taking the gold. St. John testified, and it was not denied, that Miss Dobbin said there was some money missing and it lay between her and Mr. Doughty. (Page 189.) This was in December, 1928.

Counsel ingeniously tried to blacken the character of the witness with this paragraph:

"She had been discharged by the stepdaughter and re-employed by the stepfather. She had been charged with being a thief. She at least had been charged with drunkenness. The stepdaughter had said that she was of no use and had found fault with her."

Let us consider this statement. She had been discharged by the stepdaughter four years before because, as the testimony shows, she had given the stepdaughter some back talk.

Page 180, line 1:

"Q. Why did she discharge you?

A. Because me and her had some words."

She had been inferentially charged with being a thief by the complainant here, although in the presence of Doughty, St. John had handed the charge back by stating that she, Miss Dobbin, had given her the gold pieces. She had been charged with drunkenness. This was not a charge but a direct admission.

Page 181, line 17:

“A. We both drank. She (Miss Dobbin) drank when I did. *She used to make gin* and ask me did I want a drink and I said yes. She took one drink whenever I did. She drank much as I did.”

Page 181, line 28:

“A. No, she didn’t discharge me because I got drunk.

Q. Did you know what she did discharge you for?

A. Because I gave her some back talk. She said something to me and I gave her some back talk.”

Complainant did not start to find fault with the witness until:

“she got running around with Mr. Naame.” Page 190, line 28.

It would seem that this testimony was far more damaging to the complainant than it was to the witness.

### THE LAW

Counsel, at page 21 of his brief, says that the law is “that the deed, being out of possession of the grantor, the acknowledgment is presumptive evidence of delivery”, citing

*Walkowitz vs. Walkowitz*, 95 N. J. Equity, 249,

“and to rebut the presumption of delivery created by the fact of possession by the grantee and of the acknowledgment, there must be strong and cogent proof of non-delivery.”

We submit that the Walkowitz case is not authority for this statement of the law. The Court said upon this point:

“The appellants having confined their proof to their contention that the deed was never executed and this issue having been found against them there-

by establishing that the deed was duly executed, *the presumption of delivery raised by the presence of the certificate of acknowledgment in due form and the custody of the deed by the grantee is unshaken. Furthermore, the delivery of a deed is a matter of intention rather than action in definite form. Acts or declarations of the grantor and grantee which, taken in connection with the surrounding circumstances, indicates that the parties intended to deliver the deed and believed that they had done so will be held to be a delivery.*"

*Hildebrand vs. Willing, 64 N. J. Equity, 249.*

The argument, as it proceeds on page 22, that the charge of the stepfather is tantamount to charging the stepdaughter with committing a crime, and that therefore he must supply "proof strong and cogent enough to convict the stepdaughter of a crime" is, of course, an absurdity. To convict of a crime he would have to supply proof "beyond a reasonable doubt". But in this case he is only bound to meet the proof of the complainant. The presumption is not a presumption beyond a reasonable doubt, but merely a presumption *which, in the absence of proof*, would justify judicial action. Certainly the proof in this case overcomes the presumption, and leaves the stepdaughter in the position of proving her case. She not only failed to do this by the weight of her own witnesses, but having offered her stepfather as a witness and having his unequivocal denial of the delivery of the deed in the record of her own volition, not only is the presumption met but overcome.

#### THE POSITION OF BEST

The argument, page 24, that Best was not a bonafide purchaser for value without notice would not permit him to retain the property even if sold would not avail her because no tender has been made of the moneys that Best has paid. But the cases cited again do not apply. The argument of constructive notice has no application

here. This is ingeniously built around the theory that because he knew Headley was in possession he was bound to find out who Headley's landlord was. If he had asked Headley, Headley would have undoubtedly told him Doughty because Headley regarded Doughty as his landlord. He was not obliged to take hear-say evidence. He went to the records themselves and these records did not inform him of the Dobbin claim. And again let us remind the Court that complainant admitted she stood by and saw the deal go through between Doughty and Best and did not undertake to stop it or inform Best of his peril.

Long argument to the effect that Best took as a result of the plan of the step-father to deprive the daughter of her rights is met by the fact that this question was categorically asked of Doughty while he was complainant's witness and he denied it. Best likewise denied it. This long and elaborate argument is based upon an attempt to show that Best gave the money back. It was undisputed that Best was expecting that his bank account might be levied upon. It was also undisputed that he was not the just debtor but that his uncle was; that he withdrew his money from the bank so that the sheriff would levy upon his uncle's property, who was the real debtor, rather than his. This idea seems to have worked out, because a month after he withdrew his bank account his uncle settled the deficiency judgment and Doughty gave him his money back.

Counsel finds fault with the fact that Doughty could not produce all of the checks covering the transaction. We submit that Best's rights are not to be defeated because another witness cannot produce documentary proof which he says is lost. But was the proof lost? There still remained the bank records which were available to the complainant. Why were they not produced if they contained anything that was helpful to the complainant's case? Is Best to be deprived of \$40,000 property because counsel for the complainant entertains a *suspicion* that there was collusion? He is bound by the declarations of his own witness Doughty.

The argument that the sale was to be put through to embarrass the daughter cannot be sustained, when one considers the time element. The sale was consummated by delivery of the deed on the fourth of January. The daughter did not marry until the sixth of February. The father was still hoping against hope that the daughter would not consummate the marriage. He had every reason, therefore, not to do anything to drive her into the marriage or to embarrass her.

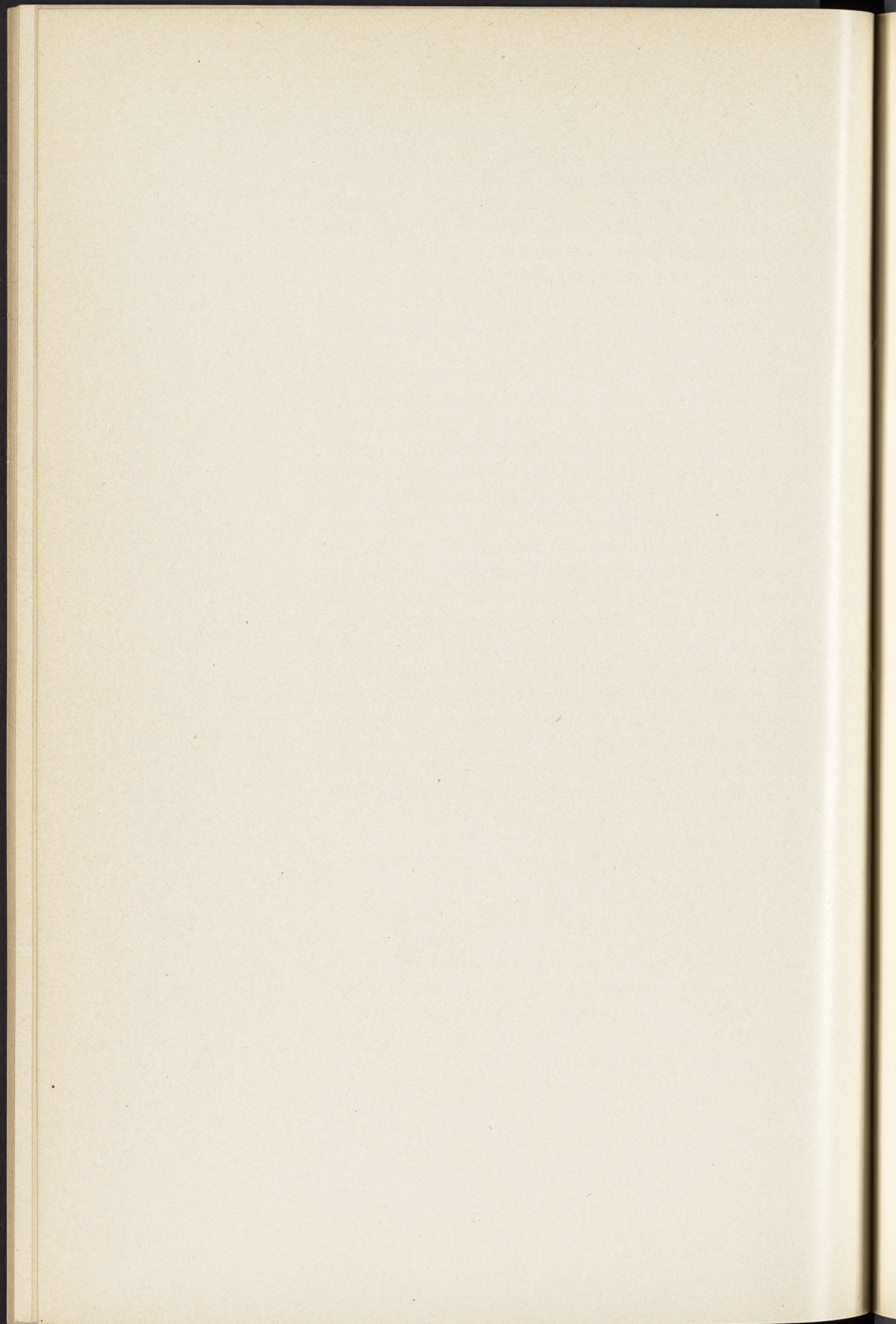
It may be asked, why did he not destroy the deed when he had no further use for it? He said he kept it because he might give her the property anyhow at a future time. It should be remembered that Doughty had a prejudice against wills and would not make a will. So that the executed deed to the property would be handy if he ever needed it in an emergency.

As a result, even *Duel*, a member of this bar, is attacked and inferentially charged as being a part of the frame-up. As in the other case, we have a situation in which all of the complainant's witnesses are angels and all of the defendant's witnesses are liars. Against this attitude, reason and argument is of little avail. We can only suggest that complainant was branded by the Vice Chancellor in the other cases as having perjured herself on the witness stand, and again in this case she repeated the offense.

We submit that the decree below should be affirmed.

JOHN C. REED,  
*Solicitor for Defendants-Respondents.*

EMERSON L. RICHARDS,  
*Of Counsel.*



**New Jersey Court of Errors and Appeals**

Between

ISABEL DOBBIN NAAME,  
Complainant-Appellant,

and

SOMERS L. DOUGHTY and DAVID H.  
BEST,  
Defendant-Respondents.On Appeal from  
Chancery.Sat Below  
Ingersoll, V. C.No. 68,  
May Term, 1931.

(Italics, etc., ours except where otherwise noted.)

**REPLY BRIEF OF THE STEP-DAUGHTER.****I.**

The step-father insists that, because the step-daughter called him as a witness, she is bound by his answers and, because he said that he had never delivered the deed there must be a decree for the step-father. The step-father refers to this at least eight times in his brief (pp. 3, 7, 9, 31, 32, 35, 36).

On page 31 of his brief the step-father says:

“He was called by the complainant and his testimony in chief was offered by them, and in this testimony he flatly denies that he had delivered the deed either through himself or any other agency to the complainant.”

The inference to be gathered from this statement is that, *upon examination by the step-daughter's counsel*, the step-father testified as indicated. That is not the fact. The step-father was called (p. 35) by counsel for the step-daughter and the examination was confined to (a) the day

he was served with the papers in the case; (b) his possession of the lease made with Headley (p. 37); (c) the settlement between himself and Best (pp. 38, 39, 40, 41, 43, 44, 45, 46, 47, 48); (d) the matter of the production of certain papers (p. 42). This ended the direct examination. On cross-examination (p. 56) the following occurred:

“Q. Now, at that time it appears that there was a deed dated December 31, 1926, which has been offered in evidence, Exhibit C-7. In view of the statement you have just made to Best, how do you explain the fact that you had apparently executed that deed?

Mr. Cole: That is objected to as not being cross-examination. I asked nothing about that deed. Can't get the benefit of the defense on the cross-examination of this witness.

Mr. Richards: I think he opened it up when he asked for the agreement.

The Court: And he also testified on direct examination that a search was had by Mr. Best. Now, this is only in connection with that search, as I recall it. I will admit the question. It may be out of time, but I think not.”

And then came the story of the step-father as to the fact that this deed was not delivered. On re-direct counsel for the step-daughter asked the witness questions upon this subject but he was entitled to do that without being bound by the testimony in view of the fact that the Court had permitted counsel for the step-father to examine his own client upon that subject which was not at all involved in the direct examination.

However that may be, in a court of equity the power of the Chancellor to get at the true facts is not circumscribed by any rule of law that, if a party calls a witness, he is bound by his testimony. It would be bad enough if the step-father

claimed that, because the step-daughter called an ordinary witness she was conclusively bound by the testimony but to claim that the step-daughter is bound by all of the testimony of the step-father given by himself, both on direct and assumed cross, goes, we submit, too far and would seem to indicate a doubt on the step-father's part as to whether the proofs, considered as whole, leaving out of consideration the claimed principle of law relied on by him, support his case.

## II.

On page 30 of the step-father's brief we find the following:

“Nor did she undertake to explain how she came to have the key in her possession which fitted Doughty's bureau drawer *but which was of no use to her*. The key was found by Maude St. John, Exhibit C-17, according to the testimony of the locksmith, Thomas Lewis, ‘will fit the drawers in the middle room (Doughty's room), but won't fit the cedar chest’ ” (p. 193, ll. 34 and 35).

The testimony referred to is that of the locksmith (p. 193). The locksmith said that the key, C-17, would fit the drawers in the middle room. The key which the witness was talking about was Ex. C-17, and *that key was not the key* which the maid said she found on the chiffonier after the step-daughter left. *That key was Exhibit C-16* (pp. 178, 179).

It was *that* key which the daughter left, as the maid said, which fitted the drawers of the chiffonier and the cedar chest in her room and *also* the drawers in the middle or the step-father's room. The maid testified (p. 178):

“Q. Did you ever try this key (Ex. C-16) to see if it would fit any drawer in Miss

Dobbin's room? A. Yes, fit all the drawers in the chiffonier, the cedar chest in her room and fit all the drawers in Mr. Doughty's room.

Q. It did? A. Yes.

Q. Fit the bureau drawer where he kept his papers? A. Fit everything in his room, yes, every drawer."

Exhibit C-17 was a key *produced by the step-father* as the key which he carried and, so far as he knew, never out of his possession (pp. 75, 76, 78, 85). The step-father said (p. 73) that the colored maid gave him "a key" and that *that* key (p. 76) would not only open the drawers in the step-father's room but also the drawers in the cedar chest in the step-daughter's room, and the matter is made clear by the step-father's testimony (p. 76):

"Q. And when this case came up, have you found out what this *first key that Miss Dobbin had* will open around the house? A. It will open *my bureau drawer*.

Q. Anything else? A. It will open the *cedar chest in my house that she always kept to keep her furs in and she always kept it locked and carried the key*.

Q. Is the reverse of that true, will the key that *you carry* open the cedar chest? A. No, sir; it will not, but her key will unlock *my* drawer and my key won't unlock her cedar chest."

There is no justification whatever, therefore, for the statement of the step-father (p. 30) that she had in her possession "a key" which fitted Doughty's bureau drawer *but which was of no use to her*. The only key that she had, and that which she left, was the key, C-16, that the maid said she (the maid) gave to the step-father and that key *was the regular key for her cedar chest and (as the maid found out) it fitted the bureau*

drawers in the step-father's room but there is no proof that the step-daughter had any knowledge of this fact.

### III.

On page 32 of his brief the step-father says:

“In any case, how can a decree go against Best? He is an innocent purchaser without notice. According to complainant's own story, she stood by and saw him consummate the sale and pay his \$10,000 with knowledge of what he was doing but without advising him of her rights. Her action is so inequitable that no Court could in conscience divest him of his title or rob him of his money.”

There is no reference to the page of the testimony but, on the argument, we were referred to page 112 of the record for the testimony to support this assertion.

On page 31 of his brief the step-father says:

“She knew *in December* that Best was buying the property, yet she stood by and did not warn him that she had an interest in it. Was this consistent with her claim of ownership?”

The testimony on page 112, on cross-examination of the step-daughter, is:

“Q. But you knew in *January and before the twenty-ninth of January* that your father was undertaking to sell this property to Best.  
A. I had heard of it.

Q. And you didn't warn Best that you claimed this property? A. No.

Q. And you never warned him not to pay any part of the consideration to your father?  
A. No.

Q. Now, at the time that you got this deed out of the safe deposit box and sent it for record you were still living at home, weren't you? A. I was.

Q. Did you speak to Mr. Doughty about it? A. I did not.

Q. Why not? A. I didn't think it was necessary.

Q. Why, Miss Dobbin, do you mean to say that, having heard that he was selling your property to someone else, you didn't think it necessary to speak to him about it? A. No, I had the deed and I didn't think he could sell it.

Q. Did you ask for any explanation about it? A. I did not.

Q. Was it—did you think that if you talked to him about it that he might do something to prevent you recording the deed or something of that kind? A. No.

Q. It was just because you didn't think it was any business of his, is that it? A. Yes.

Q. You weren't trying to conceal the transaction from him, were you? A. No. Why should I?

Q. I don't know. I am only asking you, trying to find out. You didn't undertake in any way to conceal from him the fact that you were recording this deed? A. No. It was mine."

The deed from the step-father to Best was dated *January 5, 1929*, and recorded *January 7, 1929* (Ex. C-18, pp. 249, 254). The testimony from the step-father is that the transaction was closed with Best on January 4th or 5th, 1929 (pp. 38, 39). The testimony of the step-daughter as to when she discovered that the step-father had any transaction with Best is (p. 89):

"Q. Now, when did you learn for the first time that Mr. Doughty had deeded this property to Mr. Best? A. I heard indirectly one day in the Marine Trust that he had sold that property and I said that wasn't possible because I had a deed to it.

Mr. Richards: I move that be stricken.  
The Court: Yes.

Q. You can't say what you said; what I want to know is when you first knew it? A. *About the middle of January.*

Q. *You learned it where?* A. *In the Marine Trust.*

Q. Do you recall who told you? A. No, I don't.

Q. Now, having had that information what did you do? A. I discussed it with a friend of mine.

Q. After that what did you do? A. *And I went to the box and got the deed out and had it recorded.*

Q. Where did you lodge that deed when you had it? A. Where did I lodge it?

Q. Yes, to whom did you deliver it? A. To Glenn's office in the Guarantee Trust Building.

Q. In the County Clerk's office in the building, you mean? A. Yes.

Q. Did you take a receipt for it? A. I did."

The purpose of the question put to the step-daughter on cross-examination on page 112 was not to show that the step-daughter knew, prior to the deed from the step-father to Best, that negotiations were going on nor is there any testimony in the case to indicate that she did know.

The step-father testified (p. 59):

*"Did she know of the negotiations between Mr. Best and yourself concerning this property? A. Not to the best of my knowledge."*

Where, then, is the testimony which justifies the statement of the step-father in his brief, pages 31, 32, that the step-daughter "knew in December that Best was buying the property, yet she stood by and did not warn him that she had an interest in it?"

## IV.

On the argument there seemed to be some doubt as to whether the Headley lease was signed by the step-daughter as landlord. There is *no doubt* but that it was so signed nor is there any doubt but that she had the landlord's copy. On page 32 the tenant Headley testified:

“Q. When the leases came to you, were they signed by Miss Dobbin? A. Yes.

Q. Had her name on? A. Yes.

Q. And then you signed, I suppose? A. Yes.”

On page 37 the step-father testified:

“Q. Didn't you have the copy that Miss Dobbin was supposed to have? A. No, sir.

Q. She have that? A. Yes, sir.”

Nor is there any doubt but that the step-father received the tenant's copy of the lease in March, 1929. The step-father testified (p. 36):

“Q. Have you the lease? A. No, sir.

Q. Did you receive it from Mr. Headley? A. Yes, sir.

Q. What did you do with it? A. I don't remember, Judge.

Q. What? A. I don't remember.

Q. Have you hunted for it? A. I have.

Q. Where did you hunt? A. In my house.

Q. Well, where would you have put that paper? A. *Very likely that I burned it or tore it up. I very seldom keep any old leases, never no good to me.*

Q. How did it happen that you preserved the letter that you received from Mr. Headley enclosing the check? A. I don't know. That was amongst some other papers that I had, I was looking over the other day and happened to find it.”

Subsequently the step-father gave the excuse that he could not produce the tax receipts because he thought his airedale dog had chewed them up. He said (p. 40):

“Q. Did you also tear up your tax receipts?  
A. *Judge, to be honest about it, I think my airedale dog has chewed them up; I found two or three, which Miss Dobbins knows herself, chew up everything.*”

The step-daughter said that she afterwards gave her copy of the lease to the step-father. She testified (p. 100):

“Q. What did you do with that lease after you, immediately after you got it? A. Took it upstairs and put in my bureau drawer.

Q. Did you afterwards return it to Mr. Doughty? A. I did, at his request.

Q. I asked you whether you did or not, first? A. I did.

Q. How did you come to deliver it to him?  
A. Mr. Headley owes me four hundred dollars back rent to last September and my father asked me to give him that lease, that he would try and get that four hundred for me.

Q. And did you hand it to him? A. I did.

Q. Did you ever get it back from him? A. I did not.

Q. Do you recall when it was that your father asked you to hand him that lease that he might collect the rent? A. It was sometime around the first of December.

Q. Of what year? A. Of 1928.”

On page 208 the step-father testified:

“Q. What became of the leases? A. Well, I stated here the other day that I didn't know that I thought perhaps I burned them up or threw them away; I very seldom keep any old leases, no good.

Q. Remember when you did that? A. No.

Q. Did you do it before or after this suit was brought? A. *I must have done it after*

*the suit was brought because I don't think the lease was broke until after the suit was brought, was it?*

Q. I haven't got a very good memory; I don't know. A. I ain't either. That is my recollection of it, *that the leases was destroyed after the suit was brought. They were returned and destroyed.*

Q. Of course, it didn't occur to you after this suit had been brought that it would be a good thing for you to keep those leases, did it? A. No.

Q. Tell your lawyer you had the leases? A. No.

Q. I suppose it didn't occur to you that it wouldn't look nice if those leases turned up in her name, did it? A. That didn't occur to me, no, sir.

Q. That isn't the reason you destroyed them, is it? A. No, sir."

Nor is there any doubt but that the step-daughter received the rents. The checks for the rents were drawn to the step-daughter (Exs. C-1, C-2, C-3, C-4, C-5, pp. 228 to 232). The tenant Headley testified that all the checks for the rent were drawn to the step-daughter (pp. 14, 15) and sent to the step-father.

The step-daughter testified (p. 99):

"Now in what way did you receive the checks that were drawn to you by Mr. Headley in payment of the rent? A. They were sent in the mail and when my father opened the letters he gave them to me."

The step-father testified (p. 197). (This page number is erroneously stated to be 198 on the last line of page 8 of our original brief):

"Q. Who collected the money for the rent? A. *I think Miss Dobbin collected the money. We both tried to collect it but she generally got the check.*

Q. What did she do with the money? A. Why, if my memory is right, *one time she gave me the money*, another time she said she wanted to use the money and I let her use it."

The step-father says (p. 32 of his brief) that the testimony of the step-daughter that she gave her copy of the lease to her step-father is a very improbable statement. We submit that it is not improbable for the step-father was taking care of the step-daughter's business affairs and it is *not suggested that the step-daughter had any possible reason for not producing this copy of the lease if she had it*. It could not help but aid her. The step-father had very possible reason for getting both copies of the lease and destroying them or permitting his airdale dog to chew them up. After the testimony of Headley, however, the attempt to conceal became abortive.

## V.

On page 7 of his brief the step-father says that, on cross-examination, he testified (p. 54, ll. 10 to 20), that he had been communicating with Best for about a year after the sale of the property. But Best said at page 154:

"Q. Mr. Best, when did you first begin to negotiate with Mr. Doughty about the purchase of this property? A. *November, 1928.*

Q. Who opened the negotiations? A. I did."

## VI.

On page 37 of his brief in an attempt to explain why he did not destroy the deed, the step-father says: "He said he kept it *because he might give her the property anyhow at a future time*. It should be remembered that Doughty had a preju-

dice against wills and would not make a will. So that the executed deed to the property would be handy if he ever needed it in any emergency." And this statement was also made upon the oral argument. The difficulty with the statement is that counsel for the step-father makes an argument which was repudiated by his client and the repudiation came in response to a question put by counsel for the step-father. The testimony is (p. 213):

"By Mr. Cole:

Q. When was it that you concluded that you were not going to permit her to have the deed? A. Well, after I agreed to buy the property on Ohio Avenue.

Q. When was that? A. I can't recall the dates, Judge. It was sometime——

Q. Two years ago? A. Sometime in the year 1927.

Q. In 1927, sometime you made up your mind that you were not going to let her have the deed for this property, is that right? A. Yes, sir.

Q. Now, between that time and the time you discovered the loss of the deed were you in your bureau drawer a number of times? A. Was I in my bureau drawer? I suppose I was.

Q. See the deed there? A. No, sir; wasn't looking for it.

Q. It was gone? A. Wasn't looking for it. I don't know that. I wasn't looking for it.

Q. Well, if you knew that you didn't intend to give her the deed, you had it in the bureau drawer, why didn't you destroy it? A. *Well, I don't know why I should destroy it when I thought I had it in my possession and it was safe, why should I destroy it? Can you tell me why I should?*

Q. That is the answer.

By Mr. Richards:

Q. *Did you think that you might sometime in the future give her the property anyhow?*  
A. *No, I never give that a thought."*

## VII.

It may be that we are mixed in reference to the time that the colored maid, Maude St. John, informed the step-father of her finding the letter and the key but, if we are, it is due to the state of Maude St. John's testimony which makes it impossible to co-relate the events. On page 178 the maid, Maude St. John, said:

“Q. The piece of paper that is identified as Exhibit C-15. What did you do with the key? A. After I got through reading it I had taken the key and asked Mr. Doughty did he want this key and piece of paper.

Q. Well, did you give it to him? A. Certainly I gave it to him. He asked me what was it? I told him all he had to do was read it and see what it was. It was told him for himself what it was.”

But see page 182:

“A. What did I see him do? He was looking in the drawer for his papers and things and he was trying two keys to see which one fit.

Q. How did you know he was? A. How did I know he was, because he asked me where did I put that key, it was up on the chiffonier and I got the key and hand it to him.

Q. What key was that? A. The key what was found.

Q. Didn't he have the key of his own drawer? A. I don't know whether he had the key to his own drawer or not; I didn't ask him nothing about that.

Q. *In other words he asked you for the key that you found in Miss Dobbin's room in order that he might use it to open the drawer of the bureau in his room, is that it?* A. He wanted to know where was the key what I found on the dresser.

Q. Did he tell you why he wanted it? A. No, he didn't tell me why he wanted it, be-

cause it wasn't none of my business why he wanted it.

Q. Where did you say you had it? A. I found it on the dresser.

Q. No, but the day you gave it to Mr. Doughty, when he went through the drawer, where was it then? A. When he went through the drawer?

Q. Yes. A. He told me to carry it back and put it back up on the dresser by the brown pocket book where she left it.

Q. Did you do that? A. Certainly I did.

Q. What room was that in? A. In the front bedroom.

Q. His bedroom? A. Not in his bedroom, madam bedroom.

Q. What? A. Not his bedroom, madam bedroom, her bedroom.

Q. Then he asked you to get the key, did he? A. Asked me where did I put the key.

Q. Did you go get it for him? A. Yes, I went got it, but I put it back after he looked, had it right where I got it from."

And also see pages 183, 184, 185.

The episode of the finding of the gold was not in December, 1928. The charge of stealing money made at that time had no reference to the gold (p. 189).

The colored maid lays all the trouble which *she* had to the influence of the step-daughter's prospective husband just as the step-father does (p. 192).

On page 34 of his brief the step-father says that the step-daughter did not start to find fault with the colored maid until "she got running around with Mr. Naame", but, on page 33 of his brief, the step-father had said, "She (the colored maid) had been discharged by the step-daughter *four years before* because, as the testimony shows, she had given the step-daughter some back talk."

## VIII.

A question is raised as to the business experience of the step-daughter. On page 126 the step-daughter testified:

“Q. Had you had any business experience before you went to live with Mr. Doughty?  
A. *I was in a convent until I went to live with him.*

Q. *Did you have any business experience during the time that you were living with him other than the transactions you had with him?* A. No.

Q. Had you ever, before the time he gave you the deeds for the several properties, had any property deeded to you? A. No.

Q. Had you ever owned any property before? A. No.

Q. Had you been in any kind of business?  
A. No.”

## The Position of Best.

## IX.

The entire transaction between Best and the step-father is so very unusual as that it is impossible to believe that it was *bona fide*. On page 72 of the cases of *Doughty v. Dobbins*, the step-father admitted that he wanted the \$500 check for evidence and for that reason had it photographed. A few days after the check was supposed to have been deposited in the bank he made a deed of the property involved in this suit to Best. No written agreement of sale was made between the step-father and Best. The tenant Headley was in possession of the premises and did not surrender the outstanding lease until two months after the transaction closed, to wit, in March, 1929 (pp. 53, 54, 65).

The copy of the lease which was destroyed the step-father says he destroyed or permitted his airedale dog to chew up *for the reason that it had no value to him*. It is true it had no value to him. It was evidence in favor of the step-daughter. *The step-father did not destroy nor permit the dog to chew up the photographic copy of the \$500 check*. Best knew that Headley was in possession and attempts to excuse himself from making any inquiry by saying that the step-father stated that he would get Headley out when Best requested it. If Best was in earnest concerning his purchase of the property for a gasoline station, why did he not want him out *at once?* We find the step-father agreeing to pay the whole year's taxes after the conveyance to Best (p. 51). It was manifest to the step-father that he would have to give *some* explanation for the payment of the taxes after he was supposed to have no further interest in the property. It is significant that the interest on the mortgage was paid in cash by Best to the step-father (p. 160). The fact is that no interest was paid. *Hence the cash transaction*. It is significant that the bond accompanying the mortgage did not provide for any payment of interest (p. 47) and that, although the bond and mortgage provided for payment any time within five years from the date thereof, one month after the closing of the transaction Best is said to have paid the sum of \$5,000 on account of the bond and mortgage (p. 47), and highly significant is the fact that, after the surrender of the Headley lease in March, 1929, Headley continued to remain on the property under a new rental made, as Headley *first* says *with Best* when examined by counsel for the step-daughter but when examined by counsel for the step-father (p. 142):

“Q. Did you rent it from Dave Best? A.  
No, I rented it from Mr. Doughty.”

And, then, finally he said that the step-father had sent him to Best and that Best did the renting.

## X.

On pages 35 and 36 of his brief, the step-father does not consider the cases mentioned by us at pages 25, 26 and 27 of our original brief but merely says that they "do not apply" (p. 35), without telling us why. The case of *Wood v. Price*, 79 N. J. E. 620, in this Court mentioned on page 26 of our original brief is precisely in point.

To adopt the suggestion of the step-father that Best was not required to inquire of Headley because the step-father "was not obliged to take hearsay evidence" and that he performed his duty "when he went to the records themselves," is to wholly ignore the rule which requires a person dealing with property to inquire of the tenant in possession no matter what the record shows and, to assume, as the step-father does, that Headley would have undoubtedly told him that Doughty was the landlord because Headley regarded Doughty as his landlord, is to ignore what the Vice Chancellor said in *Essex County National Bank v. Harrison*, 57 N. J. E. 91 to the effect that it is presumed that the tenant in possession will inform the inquirer of the precise situation.

## XI.

Both this and the other two cases argued at the same time are largely, as suggested by one of the Justices, but not exclusively, cases of fact. But this Court has not hesitated to reverse the Court of Chancery on matters of fact.

The step-father says that the reversal of the Court of Chancery by this Court in *Selover v. Selover*, 62 N. J. E. 761 was on a question of fact.

And see

*Brown v. Brown*, 63 N. J. E. 348;  
*Wille v. Wille*, 88 N. J. E. 581;  
*Grundy v. Grundy*, 92 N. J. E. 687;  
*Osborn v. Osborn*, 44 N. J. E. 257.

All reversals of the Court of Chancery on matters of fact.

But, in each one of the cases at bar there are more than questions of fact involved for, in the first two cases, the Court, while recognizing, did not give sufficient weight to, the presumption which exists that the moneys advanced were gifts and to the rule that, to rebut the presumption of a gift, there must be clear and convincing evidence equally satisfactory and explicit with the proofs required to establish a resulting trust and in this case the Court did not give sufficient weight to the presumption of delivery which arises from the acknowledgment, plus the possession of the deed by the grantee.

Nor did the Court give sufficient weight in the first cases to the testimony of the step-father at page 77, quoted at page 42 of our original brief in those cases, as follows:

“Q. What did you intend to do with it? (the property involved in *this* case). A. Intended to give it to her if we built on that property.

Q. Intended to give it to her *if you built*?  
 A. Yes.

Q. That is, you mean build on that property? A. On that property.

Q. *Did you intend to give it to her after you had built on it or before?* A. *After we built on it.*

Q. *You intended that the title to that property should go to her after you had built on it?* A. *Yes, sir.*

Q. *You intended to build on it?* A. *At one time.*

Q. So that, having in mind that you at one time were going to build on this piece of ground, you made a deed to her and intended to deliver it to her *after the building was completed?* A. Yes."

and to his succeeding testimony that he had not given the deed to the step-daughter (p. 81). "Because we didn't build on the property. I suggested to her *instead of building up there I had better go down and buy the property on Ohio Avenue and build there instead of building at Drexel and Maryland.* Q. Was the Ohio Avenue deal *in lieu* of the Drexel Avenue deal? A. Yes." and we repeat what we said in our original brief as follows (p. 42):

"If he had built on the Maryland and Drexel Avenues property, as he said he intended, and then, after he had built, had delivered the deed to his step-daughter, it is obvious that there would have been a gift of both the land and improvements. So if the Ohio Avenue property was conveyed to her in substitution for the Maryland and Drexel Avenue property, it would seem that the moneys which he expended for improvements upon the Ohio Avenue property were not to be considered as loans but as gifts."

Respectfully submitted,

PAUL SALSBURG,  
MERRITT LANE,  
Of Counsel for Appellant.

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