480
1909

NEW JERSEY COURT OF ERRORS AND APPEALS.

---

Between

NATHAN WORTH,

Appellee,

AND

ERNEST WATTS, Ex., &c.,

Appellant.

ON APPEAL FROM CHANCERY.

---

# BRIEF FOR APPELLEE.

---

The court below having found in favor of the appellee, the only question presented on appeal is whether the evidence is sufficient to sustain the facts found by the Learned Chancellor.

And what were those facts?

1. That on February 2, 1904, Firman Dubel, the appellant's decedent entered into a written agreement with appellee for the sale to the latter of Nos. 303 and 305 High Street and Nos. 20 and 22 Union Street, in the City of Burlington, N. J., for the price or sum of four thousand dollars ($4,000).

New Jersey State Library

2. That on that day the decedent received from appellee on account of the purchase price the sum of twenty-five hundred dollars ($2500).

3. That subsequently six further payments were made by appellee to the said Firman Dubel on account of said purchase price, aggregating thirteen hundred dollars ($1300), for which the decedent signed six receipts.

4. That the decedent was sui juris and possessed of sufficient mental capacity to contract obligations.

5. That said agreement of sale and receipts for payments on account were not obtained by the appellee from the decedent by fraud or artifice.

6. That after decedent's death appellee tendered to appellant, who is the executor of the decedent, the balance of the purchase price, demanding a deed for the properties, but appellant refused to carry out the decedent's contract and convey the properties.

Such facts would entitle the appellee to demand specific performance, which was decreed by the court below, but what was the evidence to support the finding of such facts?

The evidence is both documentary and parol.

1. The documentary evidence consisted in the production of the agreement of sale, embodying also a receipt for twenty-five hundred dollars ($2500), and six receipts for subsequent payments on account, aggregating thirteen hundred dollars ($1300).

2. The parol evidence consisted in the testimony of the wife of the appellee, who was present at the time the agreement was entered into. She testified that it took place at

her home; that she heard her husband read the agreement of sale to the decedent; that she saw the decedent examine the paper which was handed to him by the appellee, saw the appellee hand the decedent a roll of money, which the decedent counted and put in his pocket, and saw the decedent sign the agreement. She was also present on the other six occasions when her husband paid the decedent the thirteen hundred dollars ($1300). Each of the six transactions took place at her home; on each of the six occasions she heard the appellee read the receipts to the decedent, saw the decedent examine the receipts; saw her husband hand the decedent money, saw the decedent count it and put it in his pocket, and saw the decedent sign the receipts. This is in main her testimony.

Such evidence unattacked and uncontradicted is certainly sufficient to establish the fact that

1. An agreement for the sale of the premises in question was entered into between the decedent and the appellee, upon the terms stated therein.

2. That the twenty-five hundred dollars ($2500) mentioned in the agreement and the thirteen hundred dollars ($1300), the aggregate of the six subsequent payments stated in the six receipts, were paid to the decedent by the appellee.

What was the defence? What evidence was produced to the Chancellor to attack the story of the complainant embodied in this agreement and the receipts and corroborated by his wife?

The defence is based, not on facts, but on suspicions. The theory of the defence is well presented in the answer filed. In it, Firman Dubel, the decedent, is represented to be a very old man, whose intellectual faculties had become dulled and

enfeebled by over-indulgence in intoxicating liquors, disease and old age. He is described as a person who might have been easily imposed upon; who signed receipts without reading them; who was penurious and close, never doing anything for charity or to help a friend, and who never parted with anything excepting for a full consideration. That the real estate alleged to have been sold for four thousand dollars ($4,000) was worth ten thousand dollars ($10,000). That the money alleged to have been paid by the appellee could not be traced, or accounted for by any use which the decedent could have made of the same. That the appellee was not financially able to purchase the property and make the alleged payments. From all of which the appellant draws the inference that the signatures to the agreement and receipts were obtained by fraud.

All these allegations in the answer are mere "suspicions", generalities which can have no application to specific facts averred by the complainant.

But whether applicable or not, the evidence adduced by the appellant was not sufficient to overcome the conviction created by the documents signed by the decedent and the story told by appellee's wife.

Let us see how far the proofs produced by the defence measure up with their allegations.

That the decedent was an old man is not disputed. Old age alone, however, is not a disqualification.

There is no evidence that the decedent was a sufferer from any particular disease which did or could have affected his mental faculties. With the exception of an attack of rheumatism some time in the spring of 1904, several months after the agreement is alleged to have been executed, there is no evidence that the decedent was ever sick until the time of his last illness, late in November, 1904.

The testimony shows that the decedent, notwithstanding his advanced age, was possessed of remarkable activity and intelligence for transaction of business. He was not a per-

son who would stay home nursing the ills of old age, but was always on the go. He was either at the hotel, or strolling down the street visiting friends, or going to pay taxes and water rents, or to collect rent from his tenants, or to a "hog killing", as one of the witnesses stated. He was a man who owned a considerable number of properties in that vicinity. The rents for nearly all of his properties were collected by himself—the appellant who for a long time acted as his attorney, collected rent only from a few tenants. He knew, as Forrest K. Curl, a witness called by the defendant, testifies, (page 227 &c.) when the rent was due. And notwithstanding the fact that he was during these visits frequently under the influence of liquor, he knew enough to ask for rent, and knew how much the rent was. This witness also testifies that the decedent generally counted the money. He was receiving rents from Dr. Dingee (called by defendant) for a long time, afterwards turning over the collection to appellant. He used to call for the rent, and knew that he was signing receipts for rent, and it was his habit to count the money (page 103).

From Miss Susan Roberts the decedent collected interest on a mortgage which he held on her house. He also collected rent from Estella M. Rodman, James C. McCormick, Mary C. Fireng and Charles H. Britton. He collected interest from George L. Garwood on a loan and from William Atkinson, Jr., on a $3000 mortgage which he held on Atkinson's property. He gave directions to his attorney, the appellant, about preparations of leases (James C. McCormick, Page 131 &c.). He gave directions to mechanics for making repairs on his properties. All that leads one to the inevitable conclusion that the decedent was, as testified by James C. McCormick (defendant's witness, page 130), a man of ordinary good sense.

Defendant did produce a few witnesses who testified that the decedent was in the habit of signing receipts without reading them. But where is there any proof that he ever

signed anything which he should not have signed? A few of the defendant's witnesses also testified that the decedent was in the habit of not counting money given to him. Some of defendant's witnesses, as Dr. Dingee (page 103) and Curl (page 227) testify that it was the decedent's habit to count the money given to him, and that he did count it generally. Those who testified that he did not, admitted that the money which they said he did not count consisted of small sums, $10 or $15, in one or two bills. It is self-evident that the decedent could ascertain at a glance whether the amount was correct without appearing to count it. But admitting, for the sake of argument, that on the occasions referred to by them, the decedent did not count the money and did not read the receipts, would that necessarily prove that on the occasion of his signing the agreement of sale and the six receipts he did not read the receipts and did not count the money? The occasion was more important. It involved the sale of property and receipt of large sums of money. Is it not likely, as testified by the wife of the appellee, that on those occasions he did read the receipts and did count the money?

That the decedent was addicted to drink cannot be denied. But how can an inference of fraud be drawn from this circumstance? There is no testimony that on the very days on which the receipts and the agreement were signed the decedent was drunk. He was not shown to have been in a state of perpetual drunkenness. The testimony was that he used to get drunk in the afternoons. The agreement and receipts are testified to have been signed in the mornings. But whether drunk or sober, the decedent is shown conclusively to have been capable of transacting business and taking care of himself and his interest.

One of the witnesses testified that even while drinking, when a man usually does not stop to consider economy or saving, the decedent, after buying two drinks, would look around for a fellow to buy a third drink,—a drink being

sold for ten cents, and three drinks for twenty-five cents, so that he could save five cents (George L. Garwood, page 143).

Surely, a man who has sufficient presence of mind to think about saving five cents even while drunk, is not a kind of fellow who could be so easily taken advantage of. But, with all the alleged laxity of habits, and trustfulness of the decedent, where is there a scintilla of evidence that the decedent was ever taken advantage of? One must necessarily come to the conclusion arrived at by the Learned Chancellor, that the decedent was a man who was quite as capable of making a bargain when under the influence of liquor as at other times.

We must bear in mind that the defendant does not point out or bring proof of the drunkenness or incapacity of the decedent on the specific occasions when the agreement and receipts were signed by him. He therefore must argue that the incapacity of the decedent was *general*, and yet, in the same *breath* he claims under a codicil executed by the decedent on October 28, 1903, three months before the date of the agreement of sale.

According to authorities, in order to avoid a contract, the drunkenness must be so excessive that the party to be charged was utterly deprived of the use of his reason and understanding, and was incapable of knowing what he was doing. Any degree of intoxication which falls short of this will furnish no ground for release.

Weldon vs. Colquitt, 62 Ga. 449.
Schramm vs. O'Connor, 98 Ill. 539.
Cavender vs. Waddingham, 5 Mo. App. 457.

Mere ordinary drunkenness will not of itself avoid a deed or a contract.

Monsfield vs. Watson, 2 Iowa 111.

Belcher vs. Belcher, 10 Yerg (Tenn.) 121.

Mere impairment of reason, memory or judgment as a result of drink is not sufficient.

Taylor vs. Purcell, 60 Ark. 609.

The inference which the defendant wants to draw from the occasional intoxication of the decedent, is that he was drunk on February 2nd, 1904, when he signed the contract and receipt, and on the six subsequent occasions when he signed receipts, although he does not show specifically that the decedent was drunk on any of those occasions, nor the degree of his drunkenness, such as would affect the status of this case.

The other circumstance from which the defendant wants the court to infer fraud practised on the decedent is the fact that the property was sold for what the defendant considers a grossly inadequate consideration.

The properties in question were assessed at the time of the sale at five thousand dollars ($5,000) (page 290), one renting at forty dollars ($40) and the other at eight dollars ($8) per month. The experts called by the defendant variously estimated the properties to be worth from eight to ten thousand dollars ($8,000 to $10,000). Their qualifications as experts of real estate were far from satisfying, and their testimony was not based on knowledge of the rents, nor of the condition and repair of the properties. It was mere guessing. The only scientific testimony on the subject was given by George W. Jessup, the expert called by the complainant. He testified that the value of improved real estate is in direct relation to and based upon the income, and that if the property is in good repair and rents at forty dollars ($40) per month it is worth from five thousand dollars ($5,000) to fifty-five hundred dollars ($5500); and a property renting at less than fifteen dollars ($15) per

month is worth at the rate of one dollar ($1) per month income for every one hundred dollars, making the other property in question worth eight hundred dollars ($800), or the aggregate value from fifty-eight hundred ($5800) to sixty-three hundred dollars ($6300). The defendant argued that the complainant paid low rent, but he evidently forgot that in renting this property to the complainant, the decedent had the benefit of the defendant's competent advice.

But be this as it may—supposing the properties to be worth more than was testified by complainant's expert—is the inadequacy of price, under all the circumstances in this case, evidence of fraud?

What were those circumstances?

The decedent was single. He lived alone with his housekeeper, and was apparently not on the best of terms with his family. The complainant moved from Philadelphia to Burlington, and became a tenant of the decedent. From the very start, a friendship sprang up between the decedent and the complainant. A small incident opened the way. It was during the coal strike, when it was not only difficult, but often impossible to obtain coal. The complainant somehow obtained a ton of coal. When it arrived at his house, the decedent, who happened to pass by, asked the complainant to let him have some coal. The complainant readily consented, and refused to accept money for it offered by the decedent. This was the beginning. The decedent frequently called at complainant's house, used to take meals with complainant's family, and became interested in the complainant and his children, frequently making gifts to them. The complainant reciprocated, making gifts to the decedent. On one occasion he presented to him a pair of slippers. On another occasion, neckties. The decedent used to take complainant's children out driving. It was not shown that decedent was as friendly with any other family in town. It may be that the decedent was penurious, as claimed by defendant, but he was different with complainant and his fam-

ily. Some of the presents made by the decedent to complainant's children, such as a gold ring, a gold dollar and a purse, were offered in evidence.

What impelled the testator to agree to part with his property for a low price? Of course, neither the need of the money, nor a desire to strike an advantageous bargain. He was actuated by the same motives that prompted him to make gifts to the children. He is shown to have conceived a fondness for the complainant and his family, and wanted to do something for them.

Reba Rosen, on page 322, testifies that she overheard a conversation between the decedent and the complainant, when the decedent urged the complainant to buy two other houses from him. She says the decedent said, "I want you to have these two houses. * * * Miss Annie is dead now —I want you to have these houses and you can settle for the rest at the beginning of the year."

Two persons could have explained the motive: The decedent and the complainant. One is dead—the mouth of the other is closed by law.

Gross inadequacy of consideration raises a presumption of fraud. But where other circumstances indicate that no fraud was practised, gross inadequacy of consideration alone will not raise the presumption of fraud.

In the case at bar, the decedent is shown to be a man possessed of an ordinary amount of intelligence and business acumen, fully understanding the value of money and property. He was a man of considerable property, both real and personal, and his act could not have been due to stress of financial embarrassment. Nor was it the result of surprise, because on six subsequent occasions, covering a period of nine months, he was reaffirming the transaction by signing receipts referring specifically to the original agreement.

If by reason of his friendliness to the complainant and his family, the decedent wanted to sell to him the properties

at less than their real value, the bargain cannot be said to be hard, oppressive or unconscionable. The fact that the heirs may be deprived of something is not to be considered. The question is, was the bargain hard and oppressive on the decedent? If he wished it done, will the Court interfere with his expressed wish?

Another circumstance from which appellant desires to draw an inference of fraud, is the allegation that the appellee was not possessed of means which would have enabled him to make the alleged payments. The only evidence offered by the appellant was appellee's bank account which shows that appellee carried in his bank small balances. The appellee explained on the stand that he opened the bank account only to enable him to pay by check for merchandise. That he always carried large sums of money with him to enable him to carry on another business in which he was engaged, and where ready cash was required. He gives an account of the money and property he brought to Burlington from Philadelphia, the profits which he made, and satisfactorily establishes that he was amply able to make the payments.

Regarding this the Chancellor says, (page 409), "As to the claim that complainant was not able to raise the money which the receipts disclose that he paid for the property, it is my opinion that the claim is not supported by the evidence."

Of course, we are not able to explain, as appellant would want us to, what became of the money paid by appellee to decedent. It appears from the Inventory and Appraisement that the decedent had in bank and on hand cash in the sum of four thousand nine hundred and fifty-three and 83-100 dollars ($4,953.83). This may have been the money paid by the appellee. Or the decedent may have used this money to make loans, or pay off loans, or may have expended it or paid it out in some way; but surely the appellee can not be called upon to give an account of that.

The payment of rent and the transactions in question were the only dealings between decedent and appellee. The rent was paid every month, and for every month's rent there is a receipt signed by the decedent. On what pretext could appellee have obtained the decedent's signature?

And if he conceived a scheme to obtain signature of the decedent, would he not have created a document which would have given him greater rights and secured them better than the agreement and the receipts? He could have obtained his signatures to notes and to deeds. He could have included more properties, and he could have fixed the consideration at a larger amount, to avoid criticism, and taken the receipt for larger sums. Why did he not do more, if he was carrying out a scheme in which he was succeeding?

All these insinuations were weak and without foundation. The Learned Chancellor reviewing them says, "Any suggestion of improper conduct upon the part of complainant emanating from the circumstances referred to, fail to impress upon my mind a conviction of fact."

So that we have the uncontradicted testimony of the wife of the appellee, who says that she saw the decedent read the agreement of sale and the receipts; saw him sign them; saw him count the money and take it away. And we have the written agreement and receipts.

The Learned Chancellor who heard the evidence and who is the sole judge of the veracity and credibility of the witnesses in this case, had no difficulty in arriving at the conclusion that her story was true.

The tender of the balance of the purchase having been admitted in the Answer, the Chancellor decreed specific performance as prayed in the Bill.

For the purpose of emphasis it should be observed that the entire argument for the appellant fails because Dubel had to be deceived by Worth seven different times. He had to be incapable of doing business seven different times. The difficulty of deceiving him seven different times becomes so

great and improbable as to stamp the whole transaction with the appearance of good faith. Moreover Worth had to deceive Dubel seven different times. To deceive him once would have been extremely arduous and questionable; but to deceive him seven times was vastly more so. If Worth was dishonest, why not limit it to one transaction? Why repeat it so many times needlessly? And, if Worth intended to cheat, why not do it in a less open manner? Why not have Dubel sign a deed, bond, or other instrument? Why not make the consideration larger and avoid the question of inadequacy?

Finally, every time Dubel signed a receipt he ratified the original contract in express terms. Surely in one of the seven times Dubel should have had the disconcernment to perceive his conduct. Dubel was shrewd, sharp, and witty; thoroughly capable. In view of these considerations the inference of good faith is resistless.

Respectfully submitted by,

JOHN W. WESCOTT,
ALEXANDER J. BRIAN,
Of Counsel with Appellee.

# New Jersey
# Court of Errors and Appeals

---

Between

NATHAN WORTH,

Complainant & Appellee,

AND

ERNEST WATTS, Ex'r, &c.,

Defendant & Appellant.

SUPPLEMENTAL ARGUMENT.

---

The defendant, in his argument, receded from his original position that Furman Dubell, the decedent, was not sui juris, and now advances a new argument, to wit: that the agreement of sale and the six receipts signed by the decedent were substituted by the complainants so that he signed the same without being aware of it.

There is *absolutely no proof* of this in the case, and we need not argue the well settled principle that fraud must always be *proved*, and will never be *presumed*.

But what are the circumstances from which the defendant argues the evidence of such substitution?

What papers *could have been intended* to be signed by the decedent, which the complainant could so dexterously have substituted with the agreement and receipts in question? Defendant's answer to this is, the rent receipts. The complainant produces the rent receipt book, and therein are found receipts for every month since complainant went into possession until the last rent period preceding the decedent's death. Not a month is missing, nor is there any testimony that the decedent ever gave to complainant loose receipts for rent or receipts for partial payments on account of the same. The Court is asked by the defendant to assume that such substitution had taken place, without proof. And why?

Firstly, because the agreement of sale, according to the defendant, is so well worded that a man of Worth's calibre could not make use of apt expressions contained in the same. Why a merchant like Worth, who is shown to have had a varied experience, should not be able, in an unartificial way to write out a receipt embodying a few simple terms of a sale of property, is beyond our understanding. Why the employment of the expression "purchase price" by a man who is constantly purchasing and selling, should excite suspicion, is totally inexplicable. Is it so improbable for a man of Worth's experience to have acquired an expression to indicate that the property which he is purchasing will not be subject to any claims, and that he would use the words "clear of encumbrances,"—familiar to every one who ever bought a piece of real estate? Or is it suspicious that a man of Worth's calibre expressed in the agreement the price, both in figures and in words, so that there may be no doubt on the subject? Any man of common sense and some experience would have done exactly the same, and it is respectfully submitted that there is nothing in this argument on which proof of fraud could be based.

Another inference of fraud is drawn by the defendant from the calligraphy of the receipts. The lack of uniform-

ity in the handwriting of the receipts is, to the defendant's mind, another proof of the complainant's fraud. It is pointed out that some words are written so as to give the appearance of an attempt to fill up certain spaces or finish out to the line. No explanation is given by the defendant how it would indicate fraud. But to disarm all suspicion, it would not be amiss to explain the appearance of the papers. That Worth is not a clever penman can be noticed at a glance. It is testified by Mrs. Worth that the complainant armed himself with a dictionary to help him in the spelling of some of the words. It is very easy to conceive that a stop to look up the spelling in the dictionary would break the uniformity of the writing and make one word appear to have been drawn out, and another word different. What possible reason would the complainant have to do it? As long as the decedent was signing anything at all that was given to him, why would the complainant have tried to "fill out spaces" or "finish out to a line?"

*Recklessness of Mrs. Worth's Statement.* Mrs. Worth was asked whether her husband, the complainant, ever paid anything on account of part of the rent, and she answered that he did not.

Somehow the defendant comes to the conclusion that Mrs. Worth was not always present when rent was paid. Hence, she could not know whether rent was paid in full or not, and therefore she was reckless in her statements, and is not deserving of belief.

Firstly, there is not a scintilla of evidence that rent was *ever* paid in parts. Secondly, her knowledge of the fact that rent was always paid *in full,* and *not in parts,* could have been ascertained in many other ways than by witnessing the payments. She is not asked how she knows that fact, but merely whether such payments were ever made. Her husband could have told her, or, as she always assisted her husband in the store, and had access to the cash drawer, she could have ascertained whether the rent was paid in full

or not. There was no recklessness in that, and the attack upon Mrs. Worth's veracity on that ground is surely without merit.

Nor does the fact that Mrs. Worth does not know how much her husband paid for the homestead property argue that she did not, or could not, know how much was paid for the property in question, or discredit her testimony. Her lack of knowledge in this respect proves the honesty of the affair.

That Mrs. Worth was contradicted by other witnesses is another circumstance from which the defendant wants the Court to infer that complainant perpetrated a fraud on the decedent.

Who contradicts her? Billie Fields denies that Dubell obtained from Worth a cart of coal. Mrs. Worth was corroborated by her daughter. Both related the incident in a straightforward way, and apparently their testimony impressed the Chancellor more than the readiness which Billie Fields, who was drunk even on the stand, exhibited to deny everything that was asserted by Worth's witnesses.

The assertion of Mrs. Worth that she never saw Dubell drunk is another circumstance from which the defendant argues that Mrs. Worth is not worthy of belief.

It is not true that Dubell was always drunk; the testimony is that he used to get drunk towards the afternoon, and his visits to Worth's house were usually in the morning. All receipts and the agreement of sale are testified to have been executed in the morning.

Shermerhorn, a witness produced by the defendant, on page 172. testifies that in the morning the decedent, who was passing his place of business, was always *sober*.

The fact that he was sober in the morning, and possibly the desire not to lose the esteem of the only family in town with whom he was so friendly, explains why Mrs. Worth never saw him intoxicated. He never appeared before her in that condition.

Another circumstance which raises a suspicion to proof in the mind of the defendant, is the testimony of Mrs. Worth that Dubell always preferred cash to checks, when he is shown to have been receiving checks from some people in payment for interest and rent. Firstly, the payments which are shown to have been made to him by check are of small amounts which he could have no difficulty in cashing, while the smallest payment which he ever received from Worth was $40.00, and the payments on account of the properties were in very large amounts not easily cashed. His intimacy with Worth supplies another explanation why he would ask Worth for cash, which he preferred, and would not ask others. That he preferred cash is abundantly proved by defendant's witnesses, who testified that at Dubell's death cash money was discovered in large amounts in several parts of the house. Why did he keep so much cash at home when he had a bank account?

That Worth should continue payment of rent when nearly all of the consideration was paid by him, and that Dubell should undertake to make repairs after he received nearly all of the consideration, is another link in the chain of events which convict Worth of fraud, in defendant's mind. But is that so?

The testimony of Mrs. Worth (page 45) is that at the time the agreement was entered into, Dubell said that if Worth continues to pay the rent, he, Dubell, will attend to the fixing. This furnishes an explanation for the action of both parties. According to the defendant's own figures, under this arrangement, neither did Worth lose by paying the rent, nor did Dubell lose by making repairs or paying the taxes. The payment of interest on the unpaid $1,500.00, balance of the purchase price, $120.00 taxes and water rent, and $200.00 which was spent in repairs equal the rent which Dubell received for the eleven months between the date of the agreement and the time of his death.

The inadequate consideration is another element urged by the defendant as evidence of fraud. While the value of

the properties in question was not as great as the average given by the defendant's experts, mere inadequacy of consideration is no proof of fraud. All the cases hold that all circumstances must be considered in determining whether fraud was practised. In some cases these circumstances accentuate the fraud, while in others, they repel it. In the case at bar, the Chancellor finds that the relations of the parties were so friendly that it furnishes a sufficient explanation for Dubell's action in parting with the property for the amount named in the agreement.

Dubell wanted that Worth should have the properties for $4,000.00. If he were living, there would have been no contest now. It is not a hard or unconscionable bargain, if the party was a free agent, knew what he was doing, and was moved, not by oppression, but by friendly feelings.

It is urged by the defendant that Dubell's methods of transacting business were loose and afforded an opportunity to practise fraud upon him. There is no proof that his methods of doing business with *Worth* were loose. On the contrary, the only evidence is that the agreement in question and the receipts were read to him and by him, and that he counted the money. Some of the witnesses of the defendant testify that Dubell, at least on a few occasions, had the receipt prepared by them read to him, (Dr. Dingee, p. 101) and that it was Dubell's habit to count the money given to him. (Dr. Dingee on page 103, and Curl on page 227.)

Defendant's own witnesses do not support him in this theory.

As to the intoxication of Dubell, there is no testimony that he was ever so intoxicated as to be utterly deprived of his reason and understanding, which under the authorities, is required in order to avoid his contracts; nor was he shown to have been even under the influence of liquor at the time he signed the agreement of sale and the receipts. Defendant's witnesses testify that even when intoxicated, Dubell knew what he was doing and knew how to take care of himself.

The Chancellor who heard the witnesses says: "The impression of the man (Dubell) as I have received it from the evidence, is that of a man who was quite as capable of making a bargain when under the influence of liquor as at other times." (Page 408.)

It is true that the defendant testified that in June, 1904, Worth was in such financial difficulties that he could not afford to pay $40.00 per month rent, and asked the defendant to intercede for him with Dubell to effect a reduction of rent to $35.00. This is denied in toto by Worth. If Worth really had approached Watts and asked him to intercede for him, would not Watts have done it? But Watts did not do it. And the documentary testimony is, that that very same month the complainant made a payment of $250.00 on account of the purchase price, and kept up making payments every month. Besides Worth did pay less per month.

It was testified by Watts that after Dubell's death Worth came to him asking him to help him to get the properties which Dubell agreed to sell him, and showed him the receipts and the agreement. This very fact shows the honesty of the complainant's claim. Would he have gone into the enemy's camp if his claim were fraudulent? He showed the agreement and receipts to Watts and permitted him to take copies. Now Watts claims that Worth's heading was torn off from two of the receipts and that this is an additional proof of fraud.

That nothing was torn off is positively testified to by Worth. But supposing the headings were torn off. No claim is based on the headings, and it is not claimed that any part of the receipts was destroyed. Why would Worth tear it off? The defendant offers no explanation and the complainant denies that he did it.

The defendant points to the fact that Worth was contradicted in some of his testimony by defendant's witnesses. The learned Chancellor who heard the witnesses seemingly had no difficulty to arrive at the conclusion whose testimony was more worthy of belief.

Charles Binck testified that some time in May, 1904, after the agreement of sale is alleged to have been signed, he had a conversation with Worth, and Worth told him that he could not buy any property from Dubell. Worth denies that he had such conversation with Binck.

Firstly, Binck, tailor by trade, and an amateur doctor, is shown to have had a motive. He is questioned whether he did not attempt to borrow money from Worth, which Worth refused to loan, and he denies absolutely that he ever asked Worth for any loan. He is then shown a letter written to Worth asking for a loan. Then only, does he recall the incident, but with such minuteness as to leave no doubt as to his motive.

If Worth was preparing for a scheme to defraud Dubell, is it likely that he would have entered into a conversation with Binck which would furnish proof against him?

Would Worth enter into a conversation with Clutch, a day or so before making the claim, to ask whether he, Clutch, is going to get the property, which Worth subsequently claims to have purchased?

To state these propositions, is to answer them. No schemer would in such manner commit himself. We have Worth's contradiction, and plain common sense shows that whether Worth's claim is honest or dishonest these conversations could not have taken place.

As to Worth's financial inability to pay for the properties, a perusal of the testimony cannot fail to lead one to the same conclusion as that reached by the learned Chancellor, that the claim is not supported by the evidence.

The testimony of the physician who attended him in his last illness is that Dubell was rational to the last. (Dr. Davis, page 335.)

There is no testimony that Dubell was blind, as was argued by counsel for the appellant.

It is respectfully submitted that the evidence refutes the contention of the appellant that the agreement and receipts

of payments on account were obtained by substituting the same for some other papers. There was no opportunity to make a substitution; the decedent was sui juris, and well able to take care of his interests, and the appellee well able to pay the amounts he claims to have paid.

The will of Dubell directs his executor to sell all his estate at public or private sale.

This direction works a complete conversion of the real estate. The parties interested take the proceeds as personalty, and not as real estate. As personalty the estate is to be distributed among Dubell's next of kin.

The heirs at law, therefore, have no interest in the real estate, and in a suit against the executor to enforce specific performance of an agreement made by the decedent to sell real estate they need not be joined.

This point was not raised in the Court below, and both parties proceeded upon the assumption that the suit was regularly brought.

## GENERAL REMARKS.

There is a strong presumption in favor of Vice-Chancellor Leaming's findings, principally for the reason that he saw the witnesses and heard them. Strive ever so hard, no man can get the same impression from print that he gets from the tone of voice, dress, manner, personal appearance. Mr. Worth, Mrs. Worth and their children were under the scrutiny of the Vice-Chancellor. They were not only well-dressed people, but plainly belong to the best classes. While illiterate in some respects, they were very intelligent people. Mr. Worth could not be seen and heard by any one without impressing his straightforwardness, intelligence and candor. His wife and children were beautiful, healthy, well-dressed and modest persons. Each of them had the very air of truth and honesty about them. If this court could

substitute for the cold type, they read, the living personalities which the Vice-Chancellor heard and saw, a totally different impression would follow. Fraud doers invariably, in one way and another, exhibit their wickedness and design. It was not so in this case.

The very oddity of the transaction is a demonstration of its good faith. Had Worth intended the fraud, he surely would have acted less clumsily and foolishly. Worth is a capable and experienced man. The very first thing he would have eliminated from the problem would have been inadequacy of consideration. Or he would have used some other scheme. He did not know that Dubell was going to die so soon. For aught Worth knew, Dubell might have lived ten years, or five. Suppose he had, what then would have become of his fraudulent scheme? Or had Dubell lived two years longer and made the deed himself, what then would have become of these suspicions?

Friendship explains this transaction. Annie Clutch, a life-long friend of the old bachelor, had died. He was friendless. Nature cuts queer pranks. The beauty and loveliness of Mrs. Worth and her children appealed to this friendless old man. Their attentions were omnipotent to him in his strange life. Likewise, Mr. Worth's attention united with those of his wife and children may very naturally have induced the old man to help them along in life. The curious friendship between these parties easily explains the generosity of Mr. Dubell. At least, it is vastly more in conformity with high-toned views and exalted ideas of human conduct to explain Dubell's transaction by the principles of friendship than by an unestablished fraud on the part of Mr. Worth. And, to overturn this contract, necessitates a substitution of the merest suspicion in the place of clean, strong evidence.

The court has the record of the rent receipts, the contract and the receipts thereunder. Business men, like Worth, acquire the habit of concise and comprehensive expression.

It is not pretended that the rent receipts are not honest. They are in Mr. Worth's handwriting and full of mistakes in spelling. Likewise, the contract and the receipts thereunder, are full of mistakes in spellng and punctuation. It is clear that no one else drew these papers, or Mr. Worth would have copied them exactly. The infirmities of spelling and punctuation show the characteristics of Mr. Worth. His evidence can not be read without the impresson that he was a thorough-going and positive business man. The use of the phrases in the contract and receipts would be found in instruments of a similar character drawn by any man of maturity and business experience. To repudiate them is to put suspicion in the place of truth. The entire transaction was as honest as any ever had between men.

But look a little more carefully at the phraseology of the contract. For "purchase price," what could an ordinarily intelligent business man substitute? Would it be "selling price," or "buying cost," or what? For the words, "I agree to sell," what would be substituted? What is the evidence of fraud in the use of such words by a practical business man? But, you say, there is the phrase "clear of all incumbrances;" that certainly indicates fraud. Why? What would you put in the place of these words in order to indicate honesty? If Worth had written the word "liens," would it not have imported fraud also? Or, suppose, in order to establish Worth's honesty, he had used the words "burden," or "load" or "impediment?" Would they have imported honesty or dishonesty? Aside from the mere use of words, familiar to all business men of experience, there is nothing left but the brevity of the contract as evidence of its fraud; unless, perhaps, it may be said that Mr. Worth might have used the word "said" or "aforesaid" several times. Those words, had he used them, might have given the paper a queer look; but he used just such words, with bad spelling, that any experienced business man would use. Modern business men, of whom Mr. Worth is one, are uni-

versally characterized in their business dealings, by the use of brevity and clearness. It might be imagined that if Worth had drawn a promissory note, in its usual form, that that would be evidence of fraud. It would be just as rational as to say that the terms of this contract are evidence of fraud.

Finally, it can not be too strongly urged that this is a case of fact. The Vice-Chancellor had the opportunity of hearing and seeing the witnesses. Most of them were obviously extravagant and biased. Fields and Binck were plain, ordinary "bums" and disentitled to any credit whatsoever. The evidence as to the value of the property was grossly exaggerated. The complainant furnished the only reliable and trustworthy evidence on that subject. In a case of controverted fact, where the believability of witnesses is involved, there is such strong presumption in favor of the determination of a judicial officer who sees and hears the witnesses, that a review court would hesitate a long while before disregarding the conclusions of that officer. The review court hasn't the opportunity of judging character and veracity, from mere print, that a capable judicial officer has who sees and hears the witnesses. This situation, at first blush would cause any man to scrutinize the transaction, if not doubt; but where the evidence proceeds from people of obvious character and trustworthiness, as in this case, and the positive testimony is not overborne by countervailing testimony or inherent and surrounding circumstances, which compel belief to the contrary, the conclusions of the Vice-Chancellor should prevail.

Respectfully submitted,

JOHN W. WESCOTT,
ALEXANDER BRIAN,
For Worth.

# New Jersey Court of Errors and Appeals

Between

NATHAN WORTH,
Complainant and Appellee,

and

ERNEST WATTS, Executor of Firman Dubel, deceased,
Defendant and Appellant.

On Bill, &c.
Brief for Defendant.

## STATEMENT.

On December 28th, 1904, Firman Dubel died; he was a very old man, being past eighty-five years old at the time of his death; he had accumulated considerable property, being worth in personal and real estate together about one hundred thousand dollars at the time of his death; the inventory of his estate (printed book pages 482-486) shows that he left in personal property $51,328 61; in addition to this personal property, he owned a number of houses and farms; for years he had been addicted to the use of alcoholic drinks and during the last year of his life had been considerably and nearly all the time under the influence of liquor; he left a last will and testament, and codicil thereto, and left as his executors Ernest Watts and Annie Clutch; Annie Clutch having died before the testator, Ernest Watts qualified as executor of his estate under the will.

A short time after Mr. Dubel's death, Mr. Worth, the complainant, went to the office of Mr. Watts and, claiming that he had bought from Mr. Dubel in his lifetime certain real estate belonging to Mr. Dubel, showed Mr. Watts certain papers, which he claimed were the receipts for the payment of money on account of the agreement to sell this real estate; among

the papers thus shown to Mr. Watts by Mr. Worth was the paper marked Exhibit C 3 (printed book, pages 23 and 24), this paper being a receipt alleged to have been signed by Firman Dubel, setting forth that he had received from Nathan Worth $2500.00 on account of the purchase price for house and lot, 303 and 305 High Street, and 20 and 22 Union Street, in Burlington, New Jersey, which he agreed to sell him, clear of all encumbrances, for four thousand dollars, the deed to be delivered on payment of the balance of the money, he to continue to pay rent as before until balance paid; this paper was dated February 2nd, 1904; at the same time Mr. Worth produced receipts, which purported to be receipts on account of payments made on purchase price of this property; said receipts being Exhibit C 4 (printed book, page 25), purporting to be a receipt for the payment of two hundred and fifty dollars, June 17th, 1904; Exhibit C 5 (printed book, page 26), purporting to be a receipt for the payment of two hundred and fifty dollars, July 11th, 1904; Exhibit C 6 (printed book, page 27), purporting to be a receipt for the payment of three hundred dollars, August 15th, 1904; Exhibit C 7 (printed book, page 28), purporting to be a receipt for the payment of two hundred dollars on September 19th, 1904; Exhibit C 8 (printed book, page 28), purporting to be a receipt for the payment of one hundred and fifty dollars on October 18th, 1904, and Exhibit C 9 (printed book, page 29), purporting to be a receipt for the payment of one hundred and fifty dollars on November 1st, 1904.

There was also shown by Mr. Worth to Mr. Watts a paper purporting to be a receipt for payments on account of the homestead property belonging to Mr. Dubel, and where he had lived for over thirty years, and an agreement upon his part to sell the same to Mr. Worth.

The balance of the purchase money owing in accordance with these alleged agreements, was after-

ward tendered by Mr. Worth to Mr. Watts, as executor, with a deed for Mr. Watts to execute. Mr. Watts refused to execute the deed.

A bill for specific performance was filed by Mr. Worth in the Court of Chancery. To this bill an answer was filed in behalf of the executor, alleging, among other things, that Firman Dubel, at the time of his death, was past eighty-five years of age, that for a long time before his death he had been in feeble health and his intellectual faculties had become dulled and enfeebled by over-indulgence in intoxicating liquors, disease and old age; that he was much addicted to the use of intoxicating liquors and was under the influence thereof for a greater portion of his time during the last year of his life, and that in consequence he was incapable during the greater portion of the last year of his life of transacting any business; that the consideration named in the agreement for the purchase price of said property was grossly inadequate, by reason of which, said alleged agreement was inequitable, unconscionable and unjust, and that the signature of the said Firman Dubel had been obtained to said paper by misrepresentation and fraud.

The matter came up for hearing before Vice-Chancellor Leaming, considerable testimony was taken, the matter argued and the decision of the Vice-Chancellor was a decree directing the executor to execute deed for the property.

From that decree the executor, Ernest Watts, appealed and the matter now comes before this Court for determination on the appeal from the decision of Vice-Chancellor Leaming directing specific performance.

## LAW RELATIVE TO SPECIFIC PERFORMANCE.

### EFFECT OF PLAINTIFF'S FRAUD, MISREPRESENTATION OR BAD FAITH.

General rule: Where the contract sought to be enforced is infected with fraud, misrepresentation or bad faith, equity will not lend its aid to its enforcement and this though the fraud or misrepresentation be not of a nature to justify a recision of the contract at law. A plaintiff, as it has been frequently said, in actions for specific performance, "must come into equity with clean hands."

Plumber vs. Keppler, 26 N. J. Eq. 481.
Crane vs. DeCamp, 21 N. J. Eq. 414.
Merritt vs. Brown, 21 N. J. Eq. 401.
Walker vs. Hill, 21 N. J. Eq. 191.
Stottenberg vs. Tompkins, 9 N. J. Eq. 332.
Miller vs. Chetwood, 2 N. J. Eq. 199.
Rodman vs. Zilley, 1 N. J. Eq. 320.
Hallinger vs. Zimmerman, 59 N. J. Eq. 644.
Hallinger vs. Zimmerman, 58 N. J. Eq. 217.
Cobrey vs. Drew, 55 N. J. Eq. 387.
Carskaddon vs. Kennedy, 40 N. J. Eq. 259.
Am. & Eng. Ency. of Law, Second Edition, Vol. 26, Page. 45.

### INFLEXIBLE RULES IMPOSSIBLE.

It is universally conceded, however, that inflexible rules by which it may be determined in any given case whether specific performance should or should not be decreed, are impossible, each case resting much upon its own particular facts and peculiar circumstances. The general aim of the Court is to grant equitable relief of the nature under consideration whenever such a decree would best accomplish the ends of justice.

Shimer vs. Morris Canal, &c., 26 N. J. Eq. 364.

Furman vs. Clark, 11 N. J. Eq. 306.
McKnight vs. Robbins, 5 N. J. Eq. 29.
Am. & Eng. Ency. of Law, Second Edition, Vol. 26, Page 64.

## CONTRACTS SHOULD BE FAIR, JUST AND EQUITABLE.

General rule: Before the discretion of a Court of equity will be exercised in favor of the specific performance of a contract, it must appear that the contract is fair, just and equitable in all its parts. If, therefore, a decree of specific performance would work hardship or injustice upon the defendant, or operate oppressively upon him, a Court of equity will decline to interfere.

N. Y. Life Ins. Co. vs. Gilholly, 61 N. J. Eq. 118.
Johnson vs. Hubbell, 10 N. J. Eq. 332.
66 Am. Dec. 773.
Tillotson vs. Gessner, 33 N. J. Eq. 313.
Chubb vs. Peckham, 13 N. J. Eq. 207.
Society, &c., vs. Butler, 12 N. J. Eq. 498.
Am. & Eng. Ency. of Law, Second Edition, Vol. 26, Pages 67-68.

Nor will a Court of equity enforce a contract according to its terms, when to do so would be to violate the object of the contract in the minds of the parties when the contract was made, and produce a result not contemplated at the time of the execution of the agreement, and likewise where a decree would be inequitable as to innocent third persons, whose interests have intervened since the making of the contract.

Shields vs. Trammell, 19 Ark. 51.
Owens vs. McNally, 113 Calif. 444.
Saur vs. Ferris, 145 Ills. 115.
Ferrier vs. Buzick, 2 Ia. 136.
Curran vs. Holyoke Water Power Co., 116 Mass. 90.

Bruegemen vs. Jurgensen, 24 Mo. 87.
Russell vs. Moffitt, 6 How. Mass. 303.
Society, &c., vs. Low, 17 N. J. Eq. 19.
Society vs. Butler, 12 N. J. Eq. 498.
Am. & Eng. Ency of Law, Second Edition, Vol. 26, page 68.

## FACTS THAT CONTRACTS ENFORCIBLE AT LAW.

It has been held that while a court of equity will not interfere to set aside a contract upon any ground short of incompetency or fraud, yet, when called upon to enforce a contract specifically, the court will go further and inquire whether the contract is an equitable one and such as a court of equity, seeking to do equity, ought to enforce.

Federal Oil Co. vs. Western Oil Co., 112 Fed. Rep. 373.
Diamond State Iron Co. vs. Todd, 6 Del. Chan. 163.
Godwin vs. Collins, 4 Houst. (Del.) 28.
Am. & Eng. Ency of Law, Second Edition, Vol. 26, Page 68.

## UNCONSCIONABLE CONTRACTS.

It is well settled that a court of equity will refuse to enforce an unconscionable contract, or one whereby the party seeking a decree would obtain an unconscionable advantage over the other contracting party.

Vaughan vs. Thomas, 1 Bro. C. C., 556.
Federal Oil Co. vs. Western Oil Co., 112 Fed. Rep., 373.
Newton vs. Wooley, 105 Fed. Rep., 541.
Nevada Nickel Syndicate vs. National Nickel Co., 96 Fed. Rep., 133.
King vs. Hamilton, 4 Pet. (U. S.), 328.
Newman vs. Freitas, 129 Cal., 283.
Bates Mach. Co. vs. Bates, 87 Ill. App., 225.

Beach Gravel, etc., Co. vs. Simmons, 62 Ill. App., 646.
Dryer vs. Goldy, 62 Ill. App., 347.
Tucke vs. Buchholz, 43 Iowa, 415.
Woolums vs. Horsley, 93 Ky., 582.
Goding vs. Bangor, etc., R. Co., 94 Me., 542.
Kelley vs. York Cliffs Imp. Co., 94 Me., 274.
Rust vs. Conrad, 47 Mich., 449, 41 Am. Rep., 720.
Eames vs. Eames, 16 Mich., 348.
Chambers vs. Livermore, 15 Mich., 381.
McElroy vs. Maxwell, 101 Mo., 294.
Margraf vs. Muir, 57 N. Y., 155.
Weise's Appeal, 72 Pa. St., 351.
Flanagan's estate, 10 Kulp Pa., 179.
Harkness vs. Remington, 7 R. I., 154.
Mulligan vs. Albertz, 103 Wis., 140.

NOTE: "Not that a court of equity will weigh nicely the relative advantages, or disadvantages, of a bargain fairly made, but it will consider whether, either from gross inadequacy of consideration or inequality of terms, such as shocks to common sense of justice, or from anything in the relations of the parties, or in the circumstances of the contract, it is unconscientious for a party to accept his advantage."

Diamond State Iron Co. vs. Todd, 6 Del. Chan. 163.
Godwin vs. Collins, 4 Houst. Del., 28.
Am. & Eng. Ency. of Law, Second Edition, Vol. 26, Pages 68-69.

## CONTRACTS FOR TESTAMENTARY PROVISION. WHERE CONTRACTS UNFAIR OR INEQUITABLE.

Equity will not, however, decree specific performance of a contract to make a particularly testamentary provision, if the contract is unconscionable, inequitable or un-

just, or is not founded upon a fair consideration.

Owens vs. McNally, 113 Calif., 444.
Barrett vs. Geissenger, 176 Ills., 240.
Wood vs. Evans, 113 Ills., 186.
55 Am. Rep., 409.
Am. & Eng. Ency. of Law, Second Edition, Vol. 26, Page 92.

## ON FACTS OF EACH CASE GOVERNING.

It is always the duty of the Court to inquire into the peculiar facts and the peculiar merits of each case and to decide it as they may direct, hence there is perhaps hardly any requirement laid down as absolutely necessary for such a decree, the want of which may not be supplied; and it may be even more strongly said that no circumstances and no facts or claims would lead a court of equity to grant such a decree if upon the whole case it would certainly work injustice.

3rd Greenleaf on Evidence, pages 305-306.

## ALL THE CIRCUMSTANCES.

John Miller vs. George R. Cheatwood and others, 2 New Jersey Equity, Page 199.

This Court, on a bill for specific performance, not being bound to aid the complainant unless his claim is founded in justice, will look into all the circumstances, and see whether any fraud was practiced at the time of the sale.

If misrepresentations were made at the time, though not in writing, calculated to mislead in any essential particular, the party will be left to his remedy at law.

On a bill for a specific performance, the Court will grant its aid or not according to the justice of the case; and it will never interfere where the party has practiced any fraud, or been guilty of misrepresentation in any material particular.

This was a suit to compel a specific performance of a contract made by the defendant with the complainant

for the purchase of a lot of land; the agreement was in writing and by it the defendant agreed to purchase the land for five thousand dollars; the land was described as being in Elizabethtown, in the County of Essex, State of New Jersey, bounded west and north by lands of Isaac Jake's estate, by lands of the late Thomas Price and south by the road leading to Elizabethtown point; this was the only description of the premises contained in the writing, there being no courses given nor was the quantity of the land contained in the tract in the written agreement; upon this suit being brought for specific performance, the defendant raised as a reason why specific performance should not be decreed that at the time of the execution of the written agreement it was represented to him by the complainant that the said tract of land contained about nine acres, whereas, in fact it turned out it contained only six acres and sixteen -hundredths of an acre, and if he had known it contained as little as it did he would not have purchased it at the price he agreed to pay. Against this contention of the defendant the complainant raised a point that there was a written agreement and that if any such statement as that was made it was not incorporated in the written agreement, and therefore could not be a defense to a decree for specific performance. The Court refused a decree for specific performance in this case.

Robert C. Stoutenburgh vs. Calvin Tompkins, 9 New Jersey Equity, Page 332.

1. A Court will not decree specific performance where it would be inequitable under all the circumstances of the case. Where a contract is hard and destitute of all equity, the Court will leave parties to their remedy at law.

7. It is well settled that specific performance is discretionary with Courts of Equity, and a defendant will generally succeed in procuring a dismissal of the

bill, if he convinces the Court that the exercise of the jurisdiction will be inequitable under the circumstances.

We submit that the seventh syllabus in the above case contains in it the gist of the whole law upon the subject of specific performance and we particularly refer to the opinion of the Chancellor, pages 335 and 336 of Ninth New Jersey Equity Reports, in which the Chancellor says:

"The defendant relies upon the general ground that it would be inequitable and unjust, under all the circumstances of the case, to compel him specifically to perform this agreement.

"This is a good defense. The Court will not become an instrument of injustice; and if the case presented is such that it would be unconscientious to grant the complainant the relief he seeks, and repugnant to a just sense of right between man and man, the Court will refuse its aid.

"The exercise of this branch of equity jurisprudence (2 Story, 742) is not a matter of right in either party; but it is a matter of discretion in the Court; not, indeed, of arbitrary or capricious discretion, dependent upon the mere pleasure of the Judge, but of that sound and reasonable discretion which governs itself, as far as it may, by general rules and principles; but, at the same time, which withholds or grants relief, according to the circumstances of each particular case, when these rules and principles will not furnish any exact measure of justice between parties.

"This principle is recognized by all the authorities, and very clearly by Mr. Justice Thompson, in the case of King and others vs. Hamilton and others, 4 Peters, 311. 'A Court will not decree specific performance where it would be inequitable, under all the circumstances of the case. The power of a Court of Chancery to enforce a specific execution of a contract is a very valuable and important one, but it is to be exercised under the sound discretion of the Court, with an eye to the substantial

justice of the case. Where a contract is hard and destitute of all equity, the Court will leave parties to their remedy at law.'

"An agreement may be fully proved—it may be clear in every particular, and upon its face equal and just in all its parts—the defendant may be unable to prove any mistake, fraud or accident, in reference to its execution; and yet the conduct of the complainant may have induced such a state of things in relation to the subject matter of the agreement as would make it not only proper, but the plain duty of the Court to refuse its aid in enforcing its specific performance."

Crane and wife, appellants, and DeCamp and others, respondents. 21 New Jersey Equity, Pages 414-415.

2. Upon an application for a specific performance of a contract, the Court must be satisfied that the claim is fair, reasonable, just and equal, in all its parts.

3. To determine these qualities, the Court will look not merely at the terms of the agreement, but at the relations of the parties, and the surrounding circumstances.

Plummer vs. Keppler and Scanlan, 26 New Jersey Equity, Page 481.

1. On a bill for specific performance the Court will grant or refuse its aid according to the justice of the case; it will never extend its aid to a suitor who has practiced a fraud, or procured the contract by a misrepresentation of a material fact.

2. An intentional misrepresentation of a fact materially affecting the value or use of the property will deprive the party making it of all right to a remedy in equity.

3. The remedy by specific performance is discretionary; the question is not, what must the Court do, but what, in view of all the circumstances of the case in judgment, should it do to further justice. When the contract has been fairly procured, and its enforcement

will work no injustice or hardship, it is enforced almost as a matter of course; but if it has been procured by any sort of fraud or falsehood, or its enforcement will be attended with great hardship or manifest injustice, the Court will refuse the aid.

Chubb vs. Peckham and others, 13 New Jersey Equity, Page 207.

1. Courts of Equity may, in the exercise of a sound discretion, refuse to decree the specific performance of a hard bargain.

## FRAUD.

It is hardly necessary to say that equity will not enforce a contract tainted with fraud on the part of the party applicant, or one growing out of or tending to an immoral or illegal purpose or act. Here equity can hardly be said to follow the law because it goes further. But it requires perfect good faith and will refuse specific performance of a contract if it were obtained by means of misrepresentation or indirection, which would not be sufficient to avoid the contract at law.

3rd Greenleaf on Evidence, Page 370.

## CONSIDERATION.

Consideration need not be adequate in equity any more than at law; but if it be grossly inadequate it would be disregarded and the contract considered void, although the consideration were technically valuable and sufficient at law, and if the inadequacy be not so great as to avoid the contract, still if it be sufficient to give to the contract the character of hardship or oppression, equity will leave the plaintiff to his remedy at law.

3rd Greenleaf on Evidence, Page 316.

Samuel Rodman vs. Amos Zilley, David S. Zilley and Elizabeth Blakely, 1 New Jersey Equity, Pages 320-321.

Courts of Equity seldom interfere to set aside con-

tracts of sale, on the ground of inadequacy of price; they leave the parties to their legal remedies. But when called on to enforce a contract, they examine into the consideration to be given, its fairness and equality, and all the circumstances connected with it; and if anything manifestly inequitable appear in that part of the transaction, they will never lend their power to carry the contract into execution.

EVIDENCE AND BURDEN OF PROOF.

FRAUD OR MISTAKE.—Evidence is always admissible in behalf of a defendant in an action for specific performance that, through fraud or mistake, the writing does not express the real agreement of the parties, or that he was induced to enter into it through mistake, fraud or bad faith. And it has been held that to justify refusing specific performances on such grounds much less proof is required than would be necessary to sustain a bill to set aside a contract for fraud or mistake.

Ryno vs. Darby, 20 N. J. Eq., 231.

Stoutenburg vs. Tompkins, 9 N. J. Eq., 332.

Am. & Eng. Ency. of Law, Second Edition, Vol. 26, Pages 127-128.

The New York Life Insurance Co. vs. Patrick H. Gilhooly, 61 New Jersey Equity, Page 118.

1. A purchaser in resisting a claim for specific performance of a contract for the purchase of land is entitled to show by parol evidence or otherwise, circumstances making it unconscionable or unjust to grant this relief which is purely equitable and which entitles him to insist that the vendor must be left to his remedy at law on the contract.

ENFORCEMENT INEQUITABLE OR INVOLVING HARDSHIP.

Specific performance will not be decreed when it will produce hardship or injustice.

McNeil vs. Magee, Fed. Cas. No. 8, 915 (5 Mason, 244).
Ellis vs. Burden, 1 Ala., 458.
Perkind vs. Wright, 3 Har. & McH., 324.
Cameron Coal Co. vs. Emmanuel, 49 N. Y. Super. Ct. (17 Jones & S.).
Hoch vs. Cocks, 78 Hun. 253, 28 N. Y. Supp., 952.
Cannaday vs. Shepard, 55 N. C., 224.
Huntingdon vs. Rogers, 9 Ohio St., 511.
McCarty vs. Kyle, 44 Tenn. (4 Cold.), 348.

Where a contract is hard and destitute of all equity the Court will leave the parties to their remedy at law.

King vs. Hamilton, 29 U. S. (4 Pet.), 311, 7 L. Ed., 869.
Rodman vs. Zilley, 1 N. J. Eq. (Saxt.), 320; 1853.
Stoutenburg vs. Tompkins, 9 N. J. Eq. (1 Stock), 332.
Appeal of Weise, 72 Pa. (22 P. F. Smith), 351.

Specific performance will not be decreed, though the contract be valid at law, if it appears harsh or unjust.

Leigh vs. Crump, 36 N. C., 299.
Friend vs. Lamb, 152 Pa., 529, 25 Atl., 577, 31 Wkly. Notes Cas., 562.

Specific performance of a contract for the sale of lands will not be decreed in cases of hard or unconscionable bargains, or where the decree would produce injustice or would be inequitable under all the circumstances.

Marr vs. Shaw (C. C.), 51 Fed., 860.
Margraf vs. Muir, 57 N. Y., 155.

Specific performance ought not to be decreed according to the letter of the contract, when, from change of circumstances, mistake or misapprehension, it would be unconscientious to do so.

Mechanics' Bank vs. Lynn, 26 U. S. (1 Pet.),

376, 7 L. Ed., 185.
Mitchell vs. Nicholson, 16 Tenn. (8 Yerg.), 194.

It is a settled rule, in a bill for specific performance of a contract, to allow a defendant to show that it is unreasonable, or unconscientious, or founded in mistake or other cirsumstances leading satisfactorily to the conclusion, that the granting of the prayer of the bill would be inequitable and unjust.

King vs. Hamilton, 29 U. S. (4 Pet.), 311, 7 L. Ed., 869.

A Court of Equity is not bound to shut its eyes to the evident character of a transaction where its aid is sought to carry into effect an unconscionable bargain, but will leave the party to his remedy at law.

Mississippi & M. R. Co. vs. Cromwell, 91 U. S., 643, 23 L. Ed., 367.

A specific performance will not be decreed where it would be inequitable. And greater latitude will be allowed the defendant in resisting than to the plaintiff in making out his case.

Casey vs. Holmes, 10 Ala., 776.

A party who seeks, by the aid of the Court of Equity, to enforce the specific performance of a contract, must show that the relief asked for is strictly equitable, or the Court will not interfere.

Canterbury Aqueduct Co. vs. Ensworth, 22 Conn., 608.

If a contract is shown to be inequitable and unconscionable, a Court of Equity will not enforce it.

Dreyer vs. Goldy, 62 Ill. App., 347.

Hard and unconscionable bargains will not be enforced, nor will relief be given in any cases where such a decree would be inequitable under all the circumstances.

Daniel vs. Frazier, 40 Miss., 507.

Courts of Equity may, in their sound discretion, refuse to decree the specific performance of a hard bargain.

Chubb vs. Peckham, 13 N. J. Eq. (2 Beasl.), 207.

An action for a specific performance is an appeal to the equitable jurisdiction of the Court; the relief is matter, not of absolute right in the party, but of sound discretion in the Court, and to sustain such an action, the granting of such relief must appear to be entirely equitable. The Court will never compel specific performance, when, looking at all the circumstances, on both sides, it is apparent that injustice would thereby be done.

Clarke vs. Rochester, L. & N. F. R. Co., 18 Barb., 350.

A specific performance will not be decreed except where it would be strictly equitable to make such a decree.

Appeal of Backus, 58 Pa. (8 P. F. Smith), 186.

## INADEQUACY OF CONSIDERATION AS GROUND OF DEFENSE IN GENERAL.

Inadequacy of price, where it is so gross and palpable as of itself to appear evidence of actual fraud, may be sufficient to induce the Court to stay the exercise of its discretionary power to enforce a specific performance, and leave a party to his remedy at law; but inadequacy of price merely, without being such as to prove fraud conclusively, is not a good objection against decreeing a specific performance.

Garnett vs. Mason, Fed. Cas. No. 5245 (2 Brock., 185).

Burtch vs. Hogg, Har., 31.

Bean vs. Valle, 2 Mo., 126.

Rodman vs. Zilley, 1 N. J. Eq. (Saxt.), 320.

Seymour vs. Delancey, Johns. Ch., 222; 1824.

Seymour vs. Delancey, 3 Cow., 445, 15 Am. Dec., 270.

Viele vs. Troy & B. R. Co., 21 Barb, 381.
Losee vs. Morey, 57 Barb., 561.
White vs. Thompson, 21 N. C., 493.
Fripp vs. Fripp, Rice, Ch., 84.

When the inadequacy of consideration shows that the contract is unfair, inequitable or unconscionable, even though it might not be sufficient, if the contract were executed, to induce the Court to set it aside, a specific performance will be refused.

Andrews vs. Andrews, 28 Ala., 432.

Inadequacy of price may be a sufficient ground for refusing specific performance of a contract, which would not be rescinded for that reason.

Gasque vs. Small, 2 Strob. Eq., 72.

The inadequacy of price which will authorize a Court of Equity to refuse the specific performance of an agreement ought to be palpably disproportioned to the real and market value of the property, so as to constitute a hard, unreasonable and unconscionable contract, but need not be so gross as to excite an exclamation, or to indicate imposition, oppression or fraud.

Gasque vs. Small, 2 Strob. Eq., 72.

## INADEQUACY IN CONNECTION WITH OTHER OBJECTIONS.

Excess of price over value, though considerable, if the contract be free from imposition, is not in itself sufficient to prevent a decree for specific performance; but it is an ingredient which, associated with other circumstances, will contribute to prevent the interference of a Court of Equity.

Cathcart vs. Robinson, 30 U. S. (5 Pet.), 263, 8 L. Ed., 120, reversing Robinson vs. Cathcart (1828) Fed. Cas. No. 11, 947 (3 Chranch, C. C., 377).

So where, besides the excess of price, the contract is

unconscientious or unreasonable, or there is an omission or mistake in the agreement, or there has been misrepresentation and concealment, or unfairness, though not such as to induce a Court of Equity to set aside the contract, it will not lend its aid to enforce it.

Disparity of price, where no reason is shown for selling at a sacrifice, is a circumstance which will be considered, with others, in inducing chancery to leave parties to their legal remedies.

Wingart vs. Fry, Wright, 105.

FAIRNESS AND REASONABLENESS.

An agreement must be fair and just in all its parts, and made with full knowledge of all the facts, to be specifically enforced in equity.

Bowen vs. Waters, Fed. Cas. No. 1725 (2 Paine 1).

Lear vs. Choteau, 23 Ill. (13 Peck, 37) (1875).

Bowman vs. Cunningham, 78 Ill., 48.

Modisett vs. Johnson, 2 Blackf., 431.

Lucas vs. Barrett, 1 G. Greene, 510.

Higgins vs. Butler, 78 Maine, 520, 1 Atl., 276.

Griffith vs. Frederick County Bank, 6 Gill, J., 424; (1847). Tyson vs. Watts, 1 Md. Ch., 13; (1864). Smith vs. Crandall, 20 Md. 482; (1878). Shriver vs. Seiss, 49 Md., 384.

Daniel vs. Frazier, 40 Miss., 507...

Lloyd vs. Wheatley, 55 N. C., 267.

State vs. Baum's heirs, 6 Ohio (6 Ham.), 383.

McCarty vs. Kyle, 44 Tenn. (4 Cold.), 348.

Smith vs. Wood, 12 Wis., 383 (1876). Hay vs. Lewis, 39 Wis., 364.

Specific performance will not be decreed, where the contract is oppressive and against conscience.

Surget vs. Byers, Fed. Cas. No. 13, 629 (Hemp., 715), affirmed. Byers vs. Surget (1856), 60 U. S. (19 How.), 303, 15 L. Ed., 670.

Equity has jurisdiction to enforce the performance of contracts fairly entered into between parties able to contract; but it is an appeal to the extraordinary power of the Court, which will not lend its aid for such purpose, unless it is just and reasonable in all its parts. The jurisdiction is not compulsory.

Gould vs. Womack, 2 Ala., 83.

It is an unquestioned doctrine of equity that only those contracts which are fair, just and reasonable will be specifically executed.

Andrews vs. Andrews, 28 Ala., 432.

Specific performance of a contract will be denied, where from inadequacy of price or any other fact, it appears that the contract was unfair or against good conscience.

Christian vs. Ransome, 46 Ga., 138.

A Court of Equity will not enforce a contract not originally honest and fair, nor unless performance can be fairly and conscientiously required at the time.

Carberry vs. Tannehill, 1 Har. & J., 224.

Specific performance of a contract will not be decreed if the contract is unequal or its consideration inadequate, or if it contains unreasonable provisions, or if there are indications of overreaching or unfairness.

Rust vs. Conrad, 47 Mich., 449, 11 N. W., 265, 41 Am. Rep., 720.

One who seeks specific performance of a contract must satisfy the Court that the claim is fair, reasonable and just, and the contract equal in all its parts.

Crane vs. DeCamp, 21 N. J. Eq. (6 C. E. Greene) 414.

Merritt vs. Brown, Id., 401.

Specific performance of a contract containing inequitable provisions will be enforced only upon such terms and with such restrictions as will secure equity

in the premises as between the parties.

Miller's Admrs. vs. Miller, N. J. Eq. (10 C. E. Greene), 354.

A contract will not be specifically enforced unless it is free from fraud or surprise, and is fair and just in all its parts.

Seymour vs. Delancey, 3 Cow., 445, 15 Am. Dec., 270.

Specific performance will not be decreed where the contract is unreasonable.

McWhorter vs. McMahon, Clark, Ch., 400.

A contract will not be enforced in equity unless it is fair and just.

Cabeen vs. Gordon, 1 Hill. Eq., 51.

A contract manifestly unequal will not be specifically enforced by a Court of Equity.

Whitman vs. Wene, 1 Tenn., Ch., 634.

# Argument.

## 1

### AS TO CONTRACT.

The receipt for twenty-five hundred dollars, paid on account of purchase price, and the agreement to convey the premises in question upon payment of balance, is contained in the receipt and bill of sale of February 2, 1904, and is found in the printed book, pages 23 and 24. The receipt and bill of sale is as follows:

"Office of Nathan Worth, Dealer in General Mer-
"chandise, 303-305 High street. Telephone Call No. 49,
"Burlington, N. J., Feb. 2, 1904." (Then in writing)
"Received from Nathan Worth twenty-five hundred dol-
"lars ($2500.00) on account of purchase price for houses
"and lots 303 and 305 High street, and 20 and 22 Union
"street, Burlington, N. J., which I agree to sell to him
"clear of all encumbrances for four thousand dollars
"($4,000.00), deed to be delivered on payment of the
"balance of money, he to continue payment rent as before
"until balance paid. Firman Dubel."

Having the paper before us, which is the basis of this suit, it seems pertinent that we should inquire as to the circumstances surrounding its drawing and its execution.

Mrs. Worth is the only witness who testifies as to the circumstances surrounding the drawing and execution of this paper. Her testimony concerning it is found on page 23 of the printed book, and is as follows:

Ques. Did you see Mr. Dubel sign that paper?

Ans. Yes, sir.

Ques. Where was it signed?

Ans. In the dining room.

Ques. In your house in Burlington?

Ans. In our house; yes, sir.

Ques. In whose handwriting is that paper?

Ans. Mr. Worth's, and Mr. Dubel's signature.

Ques. Was that paper written by your husband in Mr. Dubel's presence?

Ans. Yes, sir.

Ques. Was that paper read to Mr. Dubel in your presence by your husband?

Ans. Yes, sir.

Ques. Did you see Mr. Dubel read that paper?

Ans. Mr. Worth handed it over to Mr. Dubel, and he took his specs out of his pocket, and he looked that through and he said, "It is all right, Mr. Worth, it is right," and he signed it.

Ques. Did you see your husband pay him $2500?

Ans. Yes, sir; he took the money and he counted it and rolled it together and put it in his pocket, and then he signed his signature.

Ques. (By the Court) That was at the same time the paper was signed?

Ans. Yes, sir.

Again, on re-direct examination, page 65, she narrates in more detail the circumstances under which the paper was prepared; her testimony upon that point being as follows:

Ans. Mr. Dubel came in and they agreed to the amount and all, and then Mr. Dubel says to Mr. Worth, "With that understanding, I don't want anybody to know until it will be all clear, and then we will go to Mt. Holly and draw a clear deed;" he said "One person will have to know, Mr. Watts will have to know, he will have to draw the bill of sale." He said, "No, Mr. Watts will do business with me for other people but not between us," he said, "and you will draw the bill of sale yourself, Mr. Worth," so Mr. Worth you see he said, "I never done anything like it, and I don't care," and I interfered, and I coaxed him, I wanted him to do it. Of course, I can see

where a woman interferes there is always a little trouble.

The Court: Never mind that, go on.

Ans. I coaxed him, and he took that and he said, "Being that is your wish, Mr. Dubel, I will have to draw it." So Mr. Worth went into the store and took paper and pen and ink and a dictionary, and he drew this bill of sale, and read it, and he handed it over to Mr. Dubel—

Ques. (By the Court) By the bill of sale, you refer to the receipt for the $2500 payment?

Ans. Yes, sir.

Ques. That is what you call the bill of sale?

Ans. Yes, sir.

Now, with the testimony of Mrs. Worth before us as to the manner in which this paper was prepared and executed, let us examine the written instrument.

Can this Court imagine that a man who had never drawn a paper of this kind could have retired from the room where Mr. Dubel was, to the store, and with his only guide a dictionary, drawn a paper as skilfully drawn as is this paper before us?

Examine its phraseology; examine its legal terms; examine it for being a clear, clean-cut, concisely-drawn, legal instrument. Could any lawyer have improved on it? "On account of purchase price," "clear of all encumbrances," the consideration written out and then in figures in brackets, "deed to be delivered on payment of balance of money," "he to continue paying rent as before until balance paid."

Are not these all of a character far beyond the capabilities of a man such as Mr. Worth to draw, particularly when he had to arm himself with a dictionary to aid him in drawing the instrument?

Could he have gotten the expression "on account of purchase price," or the expression "clear of all encumbrances," out of the dictionary?

We submit that the very paper upon which the suit is founded, upon its face shows it could not have been

prepared by a man of the intelligence of Nathan Worth, with his sole guide a dictionary, as testified to by his wife, and she the only witness who testifies as to the transaction.

Again on page 65, near the bottom of the page, Mrs. Worth says, "I coaxed him, and he took that and he said, 'Being that is your wish, Mr. Dubel, I will have to draw "it.' So Mr. Worth went into the store and took paper "and pen and ink and a dictionary, and he drew this bill "of sale, and read it, and he handed it over to Mr. "Dubel—"

Now, on page 23, line 9, the testimony of Mrs. Worth is as follows:

Q. Was that paper written by your husband in Mr. Dubel's presence?

Ans. Yes, sir.

In other words, the witness on page 23 says that this paper was written by her husband in Mr. Dubel's presence, and on page 65 she says that Mr. Worth left Mr. Dubel and went into the store, and there with paper, pen, ink and dictionary, he drew this bill of sale, and then read it and handed it to Mr. Dubel. In the one instance by her testimony stating positively it was drawn by her husband, in the presence of Mr. Dubel, and in the other that her husband went into the store and there drew the paper.

Another significant fact about this paper is contained in the testimony above quoted, namely, that Mr. Worth paid over this twenty-five hundred dollars to Mr. Dubel and Mr. Dubel actually had the money and put it in his pocket before Mr. Dubel had affixed his signature to the paper. I refer to the portion of Mrs. Worth's testimony on page 23:

Q. Did you see your husband pay him the twenty-five hundred dollars?

A. Yes, sir; he took the money and he counted it

and rolled it together and put it in his pocket, and then he signed his signature.

We think this statement of Mrs. Worth's, as to the manner in which this money was paid, namely, paid before the agreement was signed, is a most improbable and unlikely one.

## AS TO RECEIPTS.

Mrs. Worth again is the only witness who testifies as to the receipts. Her testimony concerning these is as follows and we refer to her testimony as to all of these receipts, and also to the receipts themselves.

The testimony of Mrs. Worth concerning the receipts, on pages 24, 25, 26, 27, 28 and 29 of the printed book, is as follows:

Ques. I show you another paper dated June 17, 1904, and request you to look at it?

Ans. Yes, I have seen that before.

Ques. State whether you saw Mr. Dubel sign that paper?

Ans. Yes, sir; I did.

Ques. Where was it signed?

Ans. In the dining room of the house.

Ques. Did you on that occasion see your husband pay him $250.00?

Ans. Yes, sir.

Ques. Did he take the money?

Ans. Yes, sir, and put it in his pocket.

Ques. Do you remember whether the paper was read to him or whether he read it?

Ans. He took the paper, Mr. Worth read it.

Ques. To Mr. Dubel?

Ans. Yes, sir, and he looked through it and he signed his name and handed it over to Mr. Worth.

Paper referred to offered in evidence and marked "Exhibit C4," and is as follows:

"Office of Nathan Worth, Dealer in General Merchandise, 303 and 305 High street, Telephone Call No. 49, Burlington, N. J. January 17, 1904.

Received of Nathan Worth Two Hundred and Fifty Dollars ($250.00) as payment for properties 303 and 305 High street and 20 and 22 Union street, Burlington, N. J., agreed to be sold by me to him as per receipt of February 2, 1904.

FIRMAN DUBEL."

Ques. I show witness another paper dated July 11, 1904, and ask you to look at that?

Ans. Yes, sir; that is also Mr. Worth's handwriting and Mr. Dubel's signature.

Ques. Did you see Mr. Dubel sign that paper?

Ans. Yes, sir.

Ques. Do you recall where it was signed?

Ans. In the dining rom this was also signed.

Ques. Did you see your husband pay him $250.00 on that occasion?

Ans. Yes, sir.

Ques. Did he take it?

Ans. Yes, sir, and put it in his pocket.

Ques. Did Mr. Dubel read this paper?

Ans. Yes, sir; he looked it through himself.

Ques. Did your husband read it to him?

Ans. Yes, sir.

Offered in evidence and marked "Exhibit C5," and is as follows:

"Office of Nathan Worth, dealer in General Merchandise, 303 and 305 High Street. Telephone Call No. 49, Burlington, N. J. July 11, 1904.

Received of Nathan Worth Two Hundred and Fifty Dollars ($250.00) as payment for properties 303 and 305 High Street and 20 and 22 Union Street, Burlington, N. J., agreed to be sold by me to him as per receipt of Feb. 2, 1904.

FIRMAN DUBEL."

Ques. (Witness is shown a receipt dated August 15, 1904, and asked if she saw Mr. Dubel sign that) Look at it carefully now?

Ans. Yes, sir; that is Mr. Worth's writing and Mr. Dubel's signature.

Ques. Did you see your husband pay him $300.00 on that occasion?

Ans. Yes, sir.

Ques. Did your husband on that occasion read him this receipt?

Ans. Yes, sir.

Ques. Did Mr. Dubel examine it?

Ans. Yes, sir; he looked through it and then he signed his name and handed it over to Mr. Worth.

Ques. Did he take the $300.00?

Ans. Yes, sir.

Paper referred to offered in evidence and marked "Exhibit C6," and is as follows:

"Office of Nathan North, Dealer in General Merchandise, 303 and 305 High street. Telephone call No. 49, Burlington, N. J. August 15, 1904.

Received of Nathan Worth Three Hundred ($300.00) as payment for properties 303 and 305 High street and 20 and 22 Union street, Burlington, N. J., agreed to be sold by me to him as per receipt of February 2d, 1904.

FIRMAN DUBEL."

Ques. I show you receipt dated September 19, 1904, and ask you if you saw Mr. Dubel sign that receipt?

Ans. Yes, sir; I did.

Ques. On that occasion did you see your husband pay him $200.00?

Ans. Yes, sir.

Ques. Did he take the money?

Ans. Yes, sir, and put it in his own pocket.

Ques. Was that receipt read by anybody on that occasion.

Ans. By Mr. Dubel, Mr. Worth read it to him and handed it to Mr. Dubel, and he looked through it and signed it, and then he handed it over to Mr. Worth.

Ques. These receipts up to this time, as I understand, were all signed in the dining room?

Ans. Yes, sir.

Paper referred to offered in evidence and marked "Exhibit C7," and is as follows:

BURLINGTON, N. J., Sept. 19, 1904.

Received of Nathan Worth Two Hundred Dollars ($200.00) as a payment for properties 303 and 305 High street and 20 and 22 Union street, Burlington), N. J., agreed to be sold by me to him as per receipt of Feb. 2d, 1904.

FIRMAN DUBEL."

Ques. Do you know whether or not your husband sometimes wrote these receipts in his own office in the store and then brought them into the dining room?

Ans. No, sir; mostly he did it in the dining room.

Ques. Do you know whether he always did?

Ans. He did the receipts; he wrote the receipts in the dining room.

Ques. I show you a receipt, dated October 18, 1904, and ask if you saw Mr. Dubel sign that receipt?

Ans. Yes, sir; indeed Mr. Worth wrote it, and handed it to him and he looked over it and he signed his name and he handed it back to Mr. Worth.

Ques. Did you see your husband give him $150.00 on that occasion?

Ans. Yes, sir.

Ques. Did Mr. Dubel take the money?

Ans. Yes, sir, and put it in his pocket.

Paper referred to offered in evidence and marked "Exhibit C8," and is as follows:

"BURLINGTON, N. J., October 18, 1904.

Received of Nathan Worth One Hundred and Fifty Dollars ($150.00) as a payment for properties 303 and

305 High street, and 20 and 22 Union street, Burlington, N. J., agreed to be sold by me to him as per receipt of February 2, 1904.

FIRMAN DUBEL."

Ques. (Witness is shown receipt dated November 1st, 1904, and asked) if she saw Mr. Dubel sign that?

Ans. Yes, sir; I did see him sign it. Mr. Worth wrote that and read it to him and handed it over and Mr. Dubel looked over it and signed his name and handed it over to Mr. Worth, and Mr. Worth handed him the $150.00.

Ques. Did Mr. Dubel take it?

Ans. Yes, sir, and put it in his pocket.

Paper referred to offered in evidence and marked "Exhibit C9," and is as follows:

"Office of Nathan Worth, Dealer in General Merchandise, 303 and 305 High street. Telephone Call No. 49, Burlington, N. J., November 1, 1904.

Received of Nathan Worth One Hundred and Fifty Dollars ($150.00) as a payment for properties 303 and 305 High street and 20 and 22 Union street, Burlington, N. J., agreed to be sold by me to him as per receipt of February 2, 1904.

FIRMAN DUBEL."

Our insistment is that this agreement and these receipts in this case show that they are fraudulent.

First. The phraseology of the contract of sale conclusively shows it could not have been written by Worth; that it could not have been composed by him in the store, with the dictionary for his companion.

Second. The receipts show on their face that they were written to fill up certain spaces; the attempt to have receipts finish out to the line is particularly noticeable.

The receipt of July 11th, 1904, "Exhibit C5," note how it starts in large letters and comes down to small

letters to get in "doll."

The receipt of June 17th, 1904, "Exhibit C4," note how it is spread out to fill up.

The receipt of August 15th, 1904, "Exhibit C6," is also spread out to fill up.

Also in this last receipt, how the words "2 ond" are put in to fill out.

The receipt of September 19th, 1904, "Exhibit C7," head of the paper cut off, and yet the testimony of Ernest Watts, on page 238 of the printed book, is "All the receipts which Mr. Worth produced to me at that time were written upon his printed letter head, and those receipts I note have the tops taken off, so I can't identify them for that reason."

Q. So that if Exhibits C7 and C8 were two of the receipts shown you at that time, are they, or are they not now in the condition they were when they were shown you?"

A. They are not; the tops have been removed, the printed part.

As to receipt of October 18th, 1904, "Exhibit C8," head of paper cut off and not in the same condition as when shown to Mr. Watts, as shown by the testimony of Mr. Watts above referred to.

Why, if these receipts had been signed by Firman Dubel on letter paper of Mr. Worth, and with his printed name and address on it, was it necessary for Mr. Worth to cut off the top of the sheet after showing the paper to Mr. Watts and before producing it here in Court?

Is not this an evidence that the paper has been tampered with, or else, that it is a different paper from that shown Mr. Watts?

There can be no mistake as to Mr. Watts' testimony; his testimony is positive that all the receipts shown him were written upon Mr. Worth's letter heads, and yet these two have no letter heads upon them.

The testimony of Mrs. Worth shows that she was present when every one of these payments were made.

Is not this a remarkable circumstance?

The testimony of Mrs. Worth was that every one of these receipts were read over to Mr. Dubel by Mr. Worth, before Mr. Dubel signed them, and yet the undisputed testimony of a number of witnesses is that Mr. Dubel never, only in rare instances, read any receipts that were written for him.

And we are to remember the testimony of Mrs. Worth that Mr. Dubel had so much confidence in Mr. Worth that he did not want his lawyer to draw the paper, but wanted Mr. Worth to draw it; and yet, having that confidence, his action as to every one of these receipts was different from what it was in regard to any receipt he ever signed, for any person, at any other time.

## RECKLESSNESS OF MRS. WORTH'S STATEMENTS.

On pages 41 and 42 of the printed book the testimony shows that Mrs. Worth admitted that she had not seen several of the rent receipts paid, and yet on pages 42 and 43 she says that her husband never paid the rent in part, her testimony on pages 42 and 43 of the printed book being:

Q. Did your husband ever pay Mr. Dubel anything on account of part of the rent?

A. No, sir.

Q. Always paid it in full?

A. Yes, sir; every month paid it in full.

Now, if Mrs. Worth had only witnessed the payment of a portion of the rent, and only saw a portion of the receipts signed, how could she testify that Mr. Worth never paid a portion of the rent and always paid it in full?

If she was not present when the transactions took place, how could she testify as to the transactions?

We mention this as an evidence of the recklessness and extravagance of Mrs. Worth's statements.

Again, her explanation of "clear of all encumbrance," page 45 of the printed book:

Ques. Why was it that you put in this paper, "clear of all encumbrances," this contract of sale?

Ans. What do you mean, sir?

Ques. "Clear of all encumbrances," why did you put that in the paper; what did Mr. Dubel or Mr. Worth say about that?

Ans. He called his attention, about fixing part—Mr. Worth asked Mr. Dubel about fixing up the house, and he said, "I will attend to that and that is all clear what you pay on, and I will attend to the fixing."

Ques. Was anything said about any mortgage?

Ans. No, sir.

Ques. Did Mr. Dubel say the house was clear?

Ans. I don't remember.

Ques. Wasn't anything said about there being a mortgage on the property?

Ans. I never heard that.

Ques. And also interest due on it?

Ans. I didn't hear that, sir.

Now isn't it most improbable that Mr. Dubel would have sold this property to Worth for half of its value, and then tell him he would fix it up, and that would be all clear, and that from that statement of Mr. Dubel's Worth should have put in the agreement "clear of all encumbrances."

Isn't this statement of Mrs. Worth not only reckless, but so improbable as to stamp it as untrue?

Again, on page 48 of the printed book, Mrs. Worth testifies that she does not remember how much was paid on the homestead property when Mr. Worth purchased that from Mr. Dubel; the homestead being another property for which the complainant, Mr. Worth, alleges he holds the contract for sale from Mr. Dubel.

Her testimony upon this point being as follows:

Q. How much money was paid at the time he

claimed he bought the homestead.

The Court: Are there two suits pending?

Judge Gaskill: No; they have never brought any suit on their other agreement yet

A. I do not remember.

On page 56 of the printed book Mrs. Worth testifies that she knew how much was to be paid for the homestead and states the amount was four thousand dollars.

Is it not a peculiar circumstance that Mrs. Worth remembers how much was to be paid for the store property, remembers each receipt that was given, the amount that was paid each time, and yet, cannot remember how much was paid when the homestead property was purchased?

Is it not evident that she was here to testify only in regard to the purchase of the Main street property, and not expecting to testify as to anything relative to the other transaction, namely, the purchase of the homestead, she had not been prepared relative to that?

Is it possible that if Worth had purchased this homestead property, as she claimed, and that she was present, that she would not remember what was paid at the time the contract was made?

Wouldn't a husband and wife have been more likely to have talked over the transaction relative to the purchase of a home, than they would the transaction relative to the purchase of a store?

## DENIALS OF MRS. WORTH BY OTHER WITNESSES.

On page 21 of the printed book, Mrs. Worth testifies that Mr. Dubel sent Billie Fields for a pushcart, which Mr. Worth filled with coal, and that Fields took it to Mr. Dubel's home and when Dubel asked Worth how much he owed him for the coal, Worth told him nothing,

and Dubel said he would not forget him.

Mrs. Worth's testimony on this point is as follows:

Ques. I want to call your attention to a matter I forgot when we were on the subject: do you remember any incident about coal?

Ans. Yes, sir. You remember there was a panic in coal. Mr. Worth, my husband, went to Florence and he got a ton of coal, when he came with the coal to the house, Mr. Dubel happened to come along, and he said, "Mr. Worth, you have coal;" he said "Yes;" he said, "I haven't got a bit of coal in the house, and my housekeeper, Annie Clutch, is very sick;" and he said, "Mr. Dubel, as long as I have any you are welcome to have it;" he sent Billy Field for a push cart, and he filled up the push cart with coal and he wanted him, Mr. Field, to take it home; then Mr. Dubel said to Mr. Worth, "How much have I got to pay for it?" He said, "Nothing, Mr. Dubel," "Well," he said, "I shall not forget you."

Mr. Fields, in his testimony, on page 190, absolutely denies Mrs. Worth's testimony as to this incident.

Mr. Fields' testimony is as follows:

Ques. Did you ever load any coal in a push cart from a wagon in front of Mr. Worth's door and wheel it around to Mr. Dubel's house?

Ans. No, sir; we have no push cart.

Ques. Well, in anybody else's push cart?

Ans. No, sir.

Ques. Did you ever wheel any coke or other burning material around there?

Ans. Nothing from the Jew's place.

Ques. Nothing from Worth's place?

Ans. No.

Mrs. Worth is denied by nearly every witness called in the case as to the intoxication of Mr. Dubel.

Her testimony is to the effect that she never saw him drunk, or under the influence of liquor. This testimony is to be found on pages 38 and 39 of the printed

book, and is as follows:

Ques. You never saw him drink anything in the house but water?

Ans. No, sir; I never saw him drunk.

Ques. Did you ever see him under the influence of liquor?

Ans. No, sir.

Ques. What time of the day have you seen him?

Ans. I could not tell you, sir.

Ques. Have you seen him in the morning?

Ans. Yes, sir, when he used to go for papers.

Ques. Have you seen him at noon time?

Ans. Sometimes when he was on the street.

Ques. Have you seen him in the afternoon?

Ans. Whenever he was downtown he used to come in.

Ques. Have you seen him in the afternoon?

Ans. Whenever he was downtown.

Ques. That don't answer the question, have you seen him in the afternoon?

Ans. Yes, sir.

Ques. And towards evening?

Ans. Many times.

Ques. Do you say that on none of these occasions you never saw him under the influence of liquor?

Ans. No, sir.

Ques. Don't you know it to be a fact that during the last years of his lifetime, that every day towards night he got drunk?

A. I don't know of any.

Ques. You never saw him drunk?

Ans. No, sir.

Ques. Never saw him under the influence of liquor at all?

Ans. No, sir.

The testimony of nearly every witness in the case is to the effect that Dubel was drunk every day of his life during the last year of his life; that every day when he would go downtown he would always go home intoxi-

cated, and sometimes would go to bed and sleep it off and go downtown and get intoxicated again.

This being the undisputed testimony of so many witnesses and being an absolute contradiction of Mrs. Worth, it seems impossible to believe that Dubel could have come to Worth's house every day, as testified to by Mrs. Worth, and for her not to have on some occasion seen him under the influence of liquor.

Relative to her testimony that Dubel would only take checks, on page 62 of the printed book, Mrs. Worth testifies as follows:

Q. You also said something to Judge Gaskill about Mr. Dubel not wanting checks; just explain what Mr. Dubel said about that?

A. He didn't care for any checks, he cared for cash. If Mr. Worth wanted to pay any checks he refused.

Q. He wanted the money?

A. He wanted the cash; yes, sir.

The testimony of Susan Roberts, a witness who paid him rent money every month, and had for several years, upon this point was as follows (page 119 of printed book):

Q. I suppose he counted the money to see whether it was correct?

A. I paid by check.

Q. Did you always by check?

A. Mostly, sometimes not.

The testimony of William Atkinson, who paid him interest money on a mortgage, upon this point, is as follows, on page 147 of the printed book:

Q. How did you pay him, usually, in check or bills?

A. I most always paid him with a check, once or twice probably in money.

These witnesses deny Mrs. Worth's statements that Mr. Dubel would not take checks, but demanded the money.

Is it probable that Mr. Dubel would take checks from Susan Roberts and William Atkinson, and would

not take a check from Mr. Worth, particularly in view of the fact that he had, according to Mr. Worth, so much confidence in Worth that he would not allow any lawyer to draw up the agreement for sale for the property, but would trust to him to act in such an important matter.

## FRAUD TO BE INFERRED BY WORTHS CONTINUING TO PAY RENT AT FORTY DOLLARS A MONTH, AFTER HE HAD PAID TWENTY-FIVE HUNDRED DOLLARS FOR THE PROPERTY AND OWED A BALANCE OF FIFTEEN HUNDRED DOLLARS.

According to the testimony Worth paid twenty-five hundred dollars on February 2d, 1904; he would therefore at that time owe a balance of fifteen hundred dollars upon the property.

He certainly could have borrowed that sum on this property. The testimony of Mr. Farner was that five or six thousand dollars could have been borrowed on the property.

Supposing that Worth did not have the money, and had to borrow the money in order to complete payment on the property. If he had borrowed the money the interest on fifteen hundred at five per cent. would have been seventy-five dollars a year. It therefore would have cost Worthy seventy-five dollars a year to have carried the property after he had paid the twenty-five hundred dollars on it.

But Worth did not do this. He continued to pay forty dollars a month as heretofore.

$40.00 a month for 12 months is.....$480.00
Could have carried property for..... 75.00

Difference ... .....$405.00

This represents the amount of money Worth was

paying a year; but if you count in taxes, the assessment on the property was five thousand dollars, and the rate in Burlington was two dollars and forty cents a thousand, this would make the tax one hundred and twenty dollars a year.

If you take that amount, one hundred and twenty dollars from the four hundred and five dollars above, you have a net saving to Worth of two hundred and eighty-five dollars annually.

In other words, after Worth had paid the twenty-five hundred dollars, if he had borrowed fifteen hundred dollars on a mortgage and paid Mr. Dubel he would have saved two hundred and eighty-five dollars a year. Wouldn't he have done so? Wouldn't any man have done it?

Now, was Mr. Worth a man whose financial condition was such he could afford to virtually throw away two hundred and eighty-five dollars a year?

Let Mr. Worth answer that question himself. Mr. Watts testifies, printed book, page 235: "In the latter part of May or fore part of June, in the year 1904, Mr. Worth came to my office and stated to me that his financial condition was such that he could not afford to pay the rent which he was then paying under the lease."

Next page, 236—"He said to me he knew I had more influence with Mr. Dubel than he had, and that if I would induce Mr. Dubel to reduce his rent to thirty-five dollars he would see that I was properly compensated for my services."

Mr. Worth therefore has answered the question we asked, and shows that in the May or June immediately following this alleged payment of twenty-five hundred dollars to Mr. Dubel the February before, he was in such straightened financial circumstances that he undertook to have his rent reduced five dollars a month.

Is it not fair to presume that a man as shrewd as Mr. Worth, if he was in these financial straits, and this had been an honest transaction, would have made this

saving of two hundred and eighty-five dollars a year by placing the fifteen hundred dollars on the property, paying Mr. Dubel, and thereby effecting a reduction of the amount necessary for him to pay to carry the property of two hundred and eighty-five dollars a year?

## CONSIDERATION TO BE PAID TOTALLY INADEQUATE.

Under the agreement of sale Worth was to pay four thousand dollars for the High Street property and the Salvation Army property, and was for that four thousand dollars to receive these two properties clear of all encumbrances, and under the other agreement, testified to by Mrs. Worth, was to purchase the homestead property and the Dingee property for four thousand dollars.

In showing the value of these respective properties, we called on ten of the most prominent citizens residing in the city of Burlington. Some of them men who for years had dealt in real estate, and others men who, by virtue of their connection with trust companies and building and loan associations, were conversant with the value of real estate in that city through loans that were made by the companies with which they were connected upon real estate in Burlington.

### Valuations.

| Witness. | High Street Store. | Salvation Army Building. | Homestead Dwelling. | Dingee Dwelling. |
|---|---|---|---|---|
| Allinson, Geo. A., | $9000 (71) | $1000 (71) | $3400 (79) | $3800 (79) |
| Haines, Hen. S., | 10000 (74) | 1000 (75) | 3500 (77) | 4500 (77) |
| Schuyler, Saml. J., | 8500 (80) | 1000 (80) | 3500 (80) | 4250 (80) |
| Taylor, Joshua | 9000 (81) | 1000 (82) | 3500 (82) | 4000 (82) |
| Branch, Reginald, | 9000 (84) | 1000 (84) | 3750 (84) | 5000 (84) |
| Lewis, Griffith W., | 10000 (88) | 1000 (88) | 3750 (88) | 4500 (88) |
| Anthony, Geo. A., | 8500 (89) | 900 (89) | 3650 (89) | 4200 (90) |
| Weaver, Henry B., | 10000 (91) | 1000 (91) | 3500 (92) | 4500 (92) |
| Dresser, Albert W., | 10000 94) | 1000 (94) | 3500 (94) | 4500 (94) |
| Farner, Charles P., | 8500 (229) | 1000 (229) | 3500 (230) | 4500 (230) |
| | 92,500 | 9900 | 35,550 | 44,250 |
| | 9250 | 990 | 3555 | 4425 |

High Street Property.

| | |
|---|---|
| Four make it | $10,000 |
| Three make it | 9,000 |
| Three make it | 8,500 |
| General average | 9,250 |

Salvation Army property.

| | |
|---|---|
| Nine make it | 1,000 |
| One makes it | 900 |
| General average | 990 |

Homestead property.

| | |
|---|---|
| Two make it | $3,750 |
| One makes it | 3,650 |
| Six make it | 3,500 |
| One makes it | 3,400 |
| General average | 3,555 |

Dingee property.

| | |
|---|---|
| One makes it | $5,000 |
| Five make it | 4,500 |
| One makes it | 4,250 |
| One makes it | 4,200 |
| One makes it | 4,000 |
| One makes it | 3,800 |
| General average | 4,425 |

| | |
|---|---|
| High street store | $9,250 |
| Salvation Army property | 990 |
| Total | 10,240 |

Call this $10,000.

| | |
|---|---|
| Homestead | $3,555 |
| Dingee | 4,425 |
| Total | 7,980 |

Call this $8,000.

For the ten thousand dollars valuation of the High street store and Salvation Army property was to give four thousand dollars, clear of encumbrances.

For the eight thousand dollars valuation of the Homestead dwelling and the Dingee dwelling was to give four thousand dollars.

On the High street store property there was a mort-

gage for two thousand dollars. Worth therefore was to give four thousand dollars for eight thousand dollars of value, or just one-half, and yet, when Dubel paid off the encumbrance of two thousand dollars on this property, he would only have two thousand dollars of the consideration left, or only a one-fourth of the value of his equity in the property.

Did Dubel know about the mortgage? If he did not, then that fact proves he was incompetent to do business. But he must have known it, because the mortgage had been foreclosed only seven months and fifteen days before the date of the alleged contract of sale to Worth. He had to pay six hundred and fifty dollars back interest on this mortgage. That fact would have been indellibly impressed upon the mind of Firman Dubel.

Again, according to Mrs. Worth's testimony, for the homestead and the Dingee property Mr. Worth was to pay four thousand dollars, which we see from the above valuation of eight thousand dollars is only one-half of its actual value.

Now, when Dubel sold the homestead, what was he selling? He was selling the place where he had lived for thirty years; the place he loved; he was selling his own home in the last years of his life.

As shown by the testimony, he was eighty-four years of age. He therefore could not expect to have many years more in which to live.

Does it seem reasonable that he would, after living in this house for thirty years, sell this house and sell it for one-half of its actual value?

If Dubel did sell these properties, as alleged by Worth, he must have done it because he needed the money.

Is that the fact? The testimony shows that the inventory of his personal property amounted to $51,328.68, and in addition to this the testimony also shows that he owned farms and real estate of great value.

He therefore was in no need of the money, and our insistment is that the consideration for the property is so

grossly inadequate that a Court of Equity should not decree specific performance.

## DUBEL'S METHODS OF TRANSACTING BUSINESS WERE OF SUCH A CHARACTER AS TO MAKE IT MOST EASY TO IMPOSE UPON HIM AS TO THE NATURE OF PAPERS HE WAS SIGNING.

The alleged agreement for the sale of the property was said to have been made on February 2d, 1904.

On that date Dr. Dingee testifies he paid Dubel rent money, and that Dubel was drunk that day, and picks out the signature made by Dubel as showing the condition he was in.

Page 108, he says: "Yes, sir, this is a bad one there; I should say that was when he was under the weather, February 2, 1904."

Dr. Dingee had testified that on some occasions when Dubel came there to collect the rent he was intoxicated, drunk; and he picks out this receipt, February 2, 1904, as one of the times when Dubel was in that condition, and yet this is the day when it is claimed the first agreement for the sale of the High street and Salvation Army property was made, and $2500 paid on account.

Another significant fact, the first receipt for payment on account was June 17, 1904; that is the day Worth paid his rent, as shown by rent book.

This also contradicts Mrs. Worth, page 52:

Q. How did you know it was not rent money that was being paid?

A. Sir?

Q. How did you know it was not rent money that was being paid?

A. No, sir; no rent money, not at that time when

there was money due on account of the properties.

Q. Were not any of these receipts that have been shown you signed at the same time that rent receipts were signed?

A. No, sir.

And yet this receipt on account of payment for properties, and this receipt on account of rent, were both signed on the same day.

Again, receipt of October 18th, both rent and payment on account the same day, which again contradicts Mrs. Worth.

Now let us examine the methods employed by Dubel in the transaction of his business.

Dr. Dingee, pages 98, 99, 100, 101 and 103, testifies that he wrote out the receipts; he did it because Dubel had not his glasses and was not in a fit condition to write them, as he could not see, that he always requested him to write them. This happened from the time he first went there and continued some eight or nine years, and until Firman Dubel's death.

After he had written the receipt Dubel signed them without ever looking at them. Testified as to twenty-one receipts. Page 101:

Q. Did he ever ask you to read these receipts to him before he signed them?

A. No. I don't mean to say I never read any of these, but the most of them I never read. Probably the first or second one I read, and then after that he told me it was unnecessary. I think I remember reading one to him.

On cross-examination, page 103:

Q. Are you sure you never explained these receipts, any of them, to Mr. Dubel?

A. As I told you, maybe the first one or two I read them, after that it was unnecessary, he didn't ask for them.

Re-direct, page 106:

Q. As a matter of fact, his habit was not to read the receipts?

A. That is right; yes, sir.

Miss Susan Roberts.

Had been paying interest on a mortgage on her house for seventeen years and her father before her.

On page 115 she says she wrote these receipts at his request.

Q. After the receipts were written, did he, or did he not read them over before signing them?

A. No; he did not.

Q. He did not read them?

A. No.

Produces then a lot of receipts in the book.

Paid them in January and July of every year; last receipt July, 1904; she testified that when she did not pay him by check, but paid him in money, he just rolled it up and put it in his pocket and did not count it, although she requested him to; he simply relied upon her word.

Page 119:

Q. When you didn't pay by check, did he count the money to see if it was correct?

A. No.

Q. Who did count it?

A. Nobody, he just put it in his pocket.

Q. Rolled it up and put it in his pocket?

A. I asked him to count it, but he said it was all right.

Q. Did you lay it before him in a bunch, unrolled and uncounted?

A. Unrolled, but I had counted it, but not in his presence.

Q. He simply relied upon your word that it was correct?

A. Yes.

Q. (By the Court) Did that occur many times when you handed him money and he failed to count it, and put it in his pocket?

A. Always.

Q. If the testimony which you gave touching the receipts, to the effect that he didn't read the receipts, does that apply to all of these receipts in here?

A. Yes.

Q. That was his habit?

A. Yes.

Q. His habit was never to read the receipts?

A. I often asked him to read them; he would not do it.

Q. Did you write the receipts in his presence, or before you went?

A. Sometimes and sometimes not; after a while I wrote them and took them to him.

Q. Did you read them to him ever?

A. No.

Estella M Rodman.

Rented a house of Dubel, tenant at time of death, seven years and seven months before; she had the receipts; said she would not read them to him, or he would not read them, that he would sign what she presented to him; showed receipt book with receipts. (Page 122.)

Q. (By the Court) Does your testimony apply to all those receipts when you say he would never read the body of the receipts, and signed them without reading them?

A. Yes, sir.

Q. Was that his uniform practice?

A. Yes, sir.

Page 124 shows he never counted the money.

Q. (By Judge Wescott) How did you pay him, in money or by check?

A. I paid him by money.

Q. Did he count the money?

A. No; he never seemed to.

Q. How did you give it to him?

A. I simply handed it to him and he put it in his pocket and signed the receipt.

Q. He would not look at the money at all?

A. Of course I don't know how much he looked at it he simply took it in his hands and put it in his pocket; he never seemed to examine it in any way.

Page 124:

Q. Did you ever read the receipts to Mr. Dubel?

A. No.

Q. But you did notice that he did not?

A. Yes; he did not.

James McCormick.

Tenant on a farm of Dubel's, took possession February 25, 1902, still on the premises, paid him rent annually, he had the receipts, he wrote the receipts. (Page 125.)

Q. Who wrote the receipts?

A. I did.

Q. Did you read the receipts to Dubel before they were signed?

A. I asked him to read them and he said he didn't care to, and said it was all right and signed them.

Witness produced receipts. (Page 126.)

Q. And neither of those papers you read over to him before he signed them?

A. No.

Q. Did he read either one over?

A. I never noticed him to read them, he said they were all right he guessed, and he would sign them right at his little desk in his dining room.

Page 126, states he did not pay him check, but would hand him the money.

Q. What did he do with reference to money when you handed it over to him?

A. I would say, "Mr. Dubel, there is so much money;" he would fold it up and put it in his pocket.

Q. Would he count it over?

A. Never saw him count it.

Q. He would take your word for it?

A. Yes, sir.

On cross-examination, page 128, says that he did not look at the money at all; that he had a habit of sticking it down in his vest pocket as soon as he got it, and that he did not look at it long enough to count it.

Witness states he did not count the money as he would have counted it if anybody had paid it to him.

From the testimony of Mr. McCormick we find that although he had only been a tenant on Dubel's farm since February 25th, 1902, and had only been there a short time, and that only two receipts had passed between them, that Dubel read neither one of the receipts, but signed them without reading them, and did not count the money that was paid him by McCormick either time.

If a man in transacting his business would be as careless as that with a person who was a comparative stranger, how much more careless would he have been with a man with whom he was in the habit of transacting business at least once a month, and signing receipts for rent.

Were not the possibilities for substitution of papers, or obtaining signatures by misrepresentation, without limitation?

George L. Garwood.

Paid Dubel interest on money he borrowed; Garwood wrote all receipts. Page 133:

Q. Who wrote those receipts?

A. I wrote them all while I paid him; I think it was seven years I paid him, and I wrote all of them; some

I would write in his presence, some I would write home before I went there.

Q. Did you read these receipts over to Mr. Dubel before he signed them?

A. I wrote the first, maybe two or three, some I would read and some I would not. He had great confidence in everybody and took it for granted it was all right.

Q. Did he read them himself before he signed them?

A. I don't think he read one of them.

Q. What did he do with the money?

A. He just rolled it up and put it in his vest pocket.

William Atkinson, Jr.

Paid Dubel interest on a mortgage of three thousand dollars he held against his property; mortgage on property when Atkinson bought it in 1893. Been paying interest since then until 1900, when he disposed of the property; paid him interest every six months. Page 145:

Q. Did you get receipts?

A. Well, sometimes I got receipts and sometimes I put it on the bond, and I would exchange the receipts and place them on the bond when I had the bond.

Q. Did he sign the loose receipts?

A. Yes, sir.

Q. Did he also sign receipts for some money on the bond?

A. Yes, sir.

This testimony is very important, as showing that Dubel signed loose receipts for payment of interest on a bond, which would give even greater opportunity for the perpetration of fraud than signing loose receipts for payment of rent.

Does not the testimony of this witness show how easy it would be to perpetr ate a fraud upon Dubel? How easy it would have been, when Dubel came to collect the

rent from Worth, for Worth to have substituted one of these agreements, or receipts, and told Dubel it was a loose receipt for rent?

As to Dubel's method of dealing with Mr. Atkinson, he says Dubel would not read the receipts, although he, Atkinson, wrote them. Page 145:

Q. Who wrote the receipts?

A. I did, probably not the first one or two I didn't, but after that I did.

Q. Did you read those receipts to him before he signed them?

A. No; I don't think I did.

Q. Did he read them over himself?

A. No.

Q. Would he always sign what you had written?

A. Yes.

Q. Without question?

A. Yes, sir.

Forrest K. Curl.

Testifies he rented a store belonging to Mr. Dubel and paid him rent for about twenty years; that sometimes he wrote the receipts and sometimes his clerk wrote them, but that Firman Dubel signed them, and that he hardly ever read any of the receipts.

Page 223:

Q. Who wrote the receipts?

A. I did when I was there, and sometimes my clerk.

Q. Who signed them?

A. Firman Dubel.

Q. What was his practice with reference to reading receipts?

A. Well, I don't think he read it half the time, hardly ever read it.

Q. Did you ever know him to write out any receipt himself?

A. No, sir.

Q. He could write?

A. Oh, yes.

Q. (Page 225) What did you observe about the habits of Mr. Dubel with respect to the use of intoxicating liquors?

A. What do you mean, all the time, occasionally, or what?

Q. Whatever you can tell us.

A. I seen he was intoxicated a good deal of the time, and very often when he wrote them receipts?

Q. (By the Court) When he signed them?

A. I mean when he signed his name.

Q. (Further direct) How intoxicated was he on any of these occasions, how far under the influence of liquor? Can you describe it?

A. I don't know how to tell how far a man is gone. He would not walk very straight several times.

---

Defendant calls as against the above testimony the following witnesses:

George A. Allinson:—Tries to show by him that Mr. Dubel paid his water rent to him, and that the transactions were normal. Page 308.

On cross-examination Mr. Allinson said he paid these early in the morning, and before he had a chance to get drunk. Page 288.

John W. Davis:—Testifies that he bought medicine at his store and paid for it, and that is all of his testimony. Page 289.

Mrs. Mary E. Firing:—She is brought to testify to paying Dubel money, but she says she wrote the receipts and he signed them, and when asked if he read the receipts sometimes, she said, "I suppose he did, he had a chance." Page 293.

But on cross-examination testifies that she saw Dubel brought home once drunk, and when interrogated by the vice chancellor as to what she meant by drunk, admitted she had seen him intoxicated many times, but

only once when he had to be brought home. Page 296.

Charles H. Britton:—Testifies, Page 308, that he rented a farm of him

Q. How often did you pay him rent?

A. Well, whenever I had $25, $30 or $40 I gave it to him, and I used to ask him for a receipt, and he said, "Charlie don't need to give me any receipt; when you pay me what you owe me that is ended, there will never be any scratches against you, and if you don't owe me anything there will be nothing charged up against you.

Used to pay him the rent at his house, in Garwood's saloon and at his own house.

This evidence shows Dubel's methods of transacting business.

The testimony of all of the witnesses is absolutely at variance with the testimony of the Worths as to Dubel's methods of doing business with them.

With all of these people, most of whom were strangers, and with some of whom he only had casual acquaintance, his method was to trust them implicitly, to let them write the receipts, to sign them without reading them, to take the money they gave him and not even count it, but to thrust it into his pocket and just as it was handed to him by the witnesses.

The Worths testified that every receipt was read, that he refused to receive checks, that he counted the money every time before placing it in his pocket.

Would it be likely that a man who was so careless with strangers and casual acquaintances would have been so careful with those who now say they were his great friends? With those who say that he had so much confidence in them that he did not desire a lawyer to have anything to do with the business that took place between them, but trusted implicitly to Mr. Worth to draw all necessary papers?

Does not the testimony of these witnesses as to Dubel's loose method of doing business absolutely con-

tradict and deny the statements of the Worths as to the careful manner in which this business was transacted between them?

If the testimony of these other witnesses as to Mr. Dubel's method of transacting business was true, were not the possibilities for perpetrating fraud upon him great?

How easy it would have been to impose upon a man of his advanced years and careless business habits?

## THE CONDITION OF DUBEL AS TO INTOXICATION DURING THE LAST YEAR OF HIS LIFE, AS SHOWN BY THE EVIDENCE, CONCLUSIVELY PROVES THAT HE WAS UNFIT TO TRANSACT BUSINESS AND COULD MOST EASILY HAVE BEEN IMPOSED UPON.

### DUBEL'S CONDITION AS TO DRINK.

Dr. Dingee.

Dr. Dingee testifies, page 105, he has seen Dubel pretty well intoxicated, brought home so drunk he could not walk; this occurred quite often the last year of his life, or eighteen months; when questioned as to what he meant by "quite often" said once or twice a week.

Charles Binck.

Testifies, page 153, that during the year 1904 Dubel was more often intoxicated than sober, under the influence of liquor anyway from 10 A. M. until 5 P. M.

William A. McCormick.

Is a constable; testifies, page 165, that, in his opinion, Dubel was pretty tipsy all the time; when asked to define tipsy said he meant intoxicated. Says he saw him coming from Worth's house intoxicated about eleven o'clock in

the early part of November, 1904; the November before Dubel's death.

This denies the statement of Mrs. Worth already referred to, and also of Mr. Worth, that they never had seen him drunk or that he had never gotten anything to drink at their house. (Mr. Worth's testimony, pages 383, 384.)

On cross-examination, page 166, Mr. McCormick testifies:

Q. Now, then, did you see Mr. Dubel when you thought he was drunk?

A. I suppose fifty times maybe; on one occasion he took me for my brother.

Says he has seen him drunk in the morning, as well as in the afternoon.

George A. Enright.

States that during the last two years of his life he was very much intoxicated; he had some drink in him all the time; noticed it when he came in Mr. Watts' office before 9 A. M. and 6 P. M.

Page 168, testifies on cross-examination, that Dubel was not always drunk when he saw him, but always had some in him, and so much so that anybody could tell he was under the influence of liquor; that happened several times a week during a period of several years; often came to Watts' office drunk; saw him on the street (page 170) so he staggered and walked from side to side; he talked when he passed you and would not know you at all; (page 170) has seen him drunk in the Exchange Hotel, seen him asleep.

William E. Schermerhorn, Page 172.

Q. What did you notice during the last year or two of his life with respect to his sobriety?

A. He passed my place of business every day when he was well, at least a half dozen times. In the morning he would be apparently sober, but as the day went on he

seemed to grow drunker. He generally went home at night, at six o'clock, and went to bed.

Q. In what condition?

A. Drunk.

Q. How often did you see him during the last two years of his life?

A. Almost every day.

Testifies, page 172, that he had three business transactions with him and that he was not able on these occasions to transact business because he was drunk; two were in the forenoon and one in the afternoon.

He was then cross-examined on these by Judge Wescott:

Page 173:

First was in June, 1902.

Second was in February, 1903.

Third was in October, 1904.

Dubel walked in Schermerhorn's and gave him fifty dollars; Schermerhorn did not want to take this, but Dubel insisted on his taking it; Schermerhorn sent him a bill and gave him credit for this fifty dollars; Dubel came in later and laid down ninety dollars and did not remember paying the fifty dollars previously.

Second occasion, February, 1903, page 174, did not seem to know what to do with his money; got up from Schermerhorn's desk, left a roll of money lying on the desk, which Mr. Schermerhorn handed to him, and he attempted to put it in his pocket, but before he got out of the place he dropped it again. He was so drunk he could not get out of the door, and Schermerhorn stepped around to open the door for him, and he then noticed he had dropped the money, which he (Schermerhorn) picked up and put in Dubel's pocket. Schermerhorn then took Dubel home, as he was too drunk to get home himself. This was in the morning.

At this time Schermerhorn gave him a receipt, and when Judge Westcott asked what he did with the receipt,

said he left the receipt and the money both lying on the desk.

Third occasion, October, 1904, page 176, owed Schermerhorn twenty-seven dollars and some cents, and gave him six twenty-dollar bills to pay the bill.

Had a big roll of bills with him and took these six twenty-dollar bills off the outside of the roll. Was not drunk enough to be taken home that time.

Schermerhorn's testimony as to these transactions is as follows:

Ques. On those three occasions that you speak of was he entirely sober or what was his condition?

Ans. He was not sober.

Ques. Was he able on those occasions to transact business intelligently?

Ans. No, sir.

Ques. Were these occasions in the forenoon or afternoon?

Ans. Two of them were in the forenoon and one in the afternoon.

Cross-examination by Judge Wescott:

Ques. When were those occasions?

Ans. The first of those three was in June, 1902.

Ques. When was the other?

Ans. The second was in February, 1903.

Ques. When was the other?

Ans. October, 1904.

Ques. What was the transaction that he was not able to attend to?

Ans. The first transaction was of this character, the first time he had ever done such a thing in his business; I was at work for him in this property Mr. Worth now occupies, it was immediately after Mr. Worth took possession; he stopped in on Saturday and gave me $50.00. I didn't want to take it, I was not in the habit of doing business that way, but he said you want to pay your men. I sent him a bill and gave him credit for $50.00, and he

came in and laid down $90.00, and I called his attention to it, and he didn't seem to have any recollection of having paid me the $50.00.

Ques. What time of the day was that transaction?

Ans. It was in the forenoon, I judge about 11 o'clock, along there.

Ques. What was the other occasion?

Ans. The second occasion in February, 1903; he didn't overpay me, but he didn't seem to know what to do with his money.

Ques. Tell us what he did.

Ans. He got up from the desk and left a roll lying on the desk, and I handed it to him and he attempted to put it in his pocket and before he got out of the place he dropped it again, and I didn't notice it until I went to open the door for him, he was not fit to open it himself, and I took it and shoved it in his pocket.

Ques. How much was it?

Ans. I don't know; it was a roll.

Ques. Something less than a million dollars?

Ans. Oh, yes; sure.

Ques. About how much?

Ans. I could not judge; I didn't take that much notice of it.

Ques. But you did take notice—

Ans. It was a bundle of bills; I shoved it in his vest pocket and I took him home that day.

Ques. What time of the day was that?

Ans. In the morning.

Ques. What was the next transaction?

Ans. It was in October, 1904. He owed me then twenty-seven dollars and some cents; he gave me six twenty-dollar bills to pay it, skinned off six twenty-dollar bills.

Ques. When was that?

Ans. October, 1904.

Ques. Did he have a big roll of bills then?

Ans. Yes, had quite a bunch of money with him.

Ques. On that occasion did he have a big roll of bills?

Ans. Yes, apparently, because he took these six twenty-dollar bills off the outside of the roll.

Ques. What time in the day did that transaction occur?

Ans. This was in the afternoon.

Ques. Did he pay you the correct amount of money?

Ans. No, I called his attention to it and asked him what he was doing. He said, "I paid you that bill."

Ques. Did you give him a receipt?

Ans. Yes, sir.

Ques. And change?

Ans. Yes, sir.

Ques. What did he do with the receipt and the change?

Ans. Put them in his pocket; he always put the receipt in his inside coat pocket and the money in his vest pocket.

Ques. And then went out?

Ans. Yes, sir.

Ques. Did you take him home at that time?

Ans. No, not at that time; he was not quite full enough to be taken home.

Ques. When he was not full he was all right to do business?

Ans. Yes, you had to catch him early in the day though.

Ques. Catch him early in the day?

Ans. Yes, sir.

Ques. Always?

Ans. That is my experience.

Ques. Did you see him every day?

Ans. Yes, sir; every day for 13 years; except when he was sick.

Ques. You saw him?

Ans. Yes, sir; except Sundays.

Ques. And then he was always drunk?

Ans. Drunk for the latter part of the day; I saw him trot down in the morning after his first drink.

Ques. For 13 years?

Ans. Yes, sir.

Ques. That is all.

Anderson Shinn, pages. 178 and 179.

Constable for twelve years. Testifies that during the last two years of his life Dubel was mostly intoxicated, has seen him on a number of occasions in a condition so he could not walk, generally the latter part of the day; noticed nothing about his condition except his apparent intoxication.

William H. Fields, page 191.

Testifies that during the last two or three years of his life Dubel hardly drew a sober breath; would get so drunk he could hardly get around and Fields would have to go and take him home, took him in the forenoon and he would lie down, and then go to hotel again and get drunk before night, and then would go home at six o'clock and go to bed.

By the Court:

Q. Go home in the forenoon and lie down?

A. Yes, sir, and then come back and get drunk again.

Has seen him drunk at Worth's; Mr. Worth gave him gin and Fields has helped him drink it, too. Pretty often has seen this; this occurred nearly all the time since Worth lived there.

Saw him come out of there once so intoxicated he had to take him home.

Fields often went in with him, and when Worth treated Dubel he treated Fields; sometimes they would both get a load on. (Page 192.)

Three or four weeks before he was taken sick they were in there to get something to drink.

On cross-examination, page 197, says:

It averaged once in two weeks, or once in a week he would be in Worth's and would take a drink of gin, and that Uncle Firman did not tarry, as he was always in a hurry to get out.

Coates Clutch.

He was related to Annie Clutch and visited at the Dubel house.

On page 201 he says, in answer to question as to Dubel's sobriety, "I have seen him intoxicated as often as twice a day; what I mean, he would go out in the morning and come back about 11 o'clock intoxicated; he would go to bed and take a nap as he called it, and get up at one or two o'clock, and then come home at four or five intoxicated. I have often known him, I have visited there ten days at a time, I have known him to get up at twelve o'clock and take liquor out of a bottle, and sit there and curse people for all they were worth.

Susan J. Clutch. Page 212.

Q. Did you notice what Mr. Dubel's habits were with respect to intoxicating drink during the time you were there?

A. Oh, yes; he was very much under the influence of liquor, and very often, too.

Page 215:

Q. Was his condition during the last few days apparent to you and others who saw him there?

A. He was intoxicated most of the time; he was drunk most of the time; he was drunk when he died. I would give him medicine and he would say "hand me that bottle," and I would say the doctor said you must not take this when you take medicine, and I would have to hold the bottle and he would pull it over to him; he could not hold it.

Q. What was in the bottle?

A. Some kind of whiskey; he had seven kinds, from

New Jersey State Library

peach up, seven kinds, and some he said were thirty-five years old.

Q. What did you see, if anything, of Mr. Worth bringing anything there for him?

A. I think it was once he brought a bottle of gin.

Q. Did you see that?

A. Yes, sir; I saw it.

Q. What was done with that?

A. He was going to treat Uncle Firman, and I told him I don't think it was right. He said it won't hurt him, and the old man looked at me and shook his head, and I could not say anything more.

Q. And the old man got the drink?

A. Yes, sir.

Q. While Mr. Worth was there?

A. Yes, sir.

Forrest K. Curl. Pages 225 and 226.

Q. What did you observe about the habits of Mr. Dubel with respect to the use of intoxicating liquors?

A. What do you mean, all the time, occasionally, or what?

Q. Whatever you can tell us.

A. I seen he was intoxicated a good deal of his time and very often when he wrote them receipts.

Q. By the Court. When he signed them?

A. I mean when he signed his name.

Q. (Further direct) How intoxicated was he on any of these occasions; how far under the influence of liquor? Can you describe it?

A. I don't know how to tell how far a man is gone. He could not walk very straight several times.

Q. Page 226. Did you notice any increase in his intoxication during the latter part of his life?

A. Yes; I think in the latter part he was intoxicated more than he was in the fore part in my time. I was there twenty years.

Q. Which part of the day was he mostly under the influence of liquor?

A. In the afternoon generally.

Does not this testimony prove conclusively that for the last year of his life Firman Dubel was absolutely incompetent to transact business on account of intoxication?

The undisputed testimony of all of these witnesses is to the effect that without exception he was drunk every day, and sometimes several times a day.

When he died he was drunk and the last person to give him whiskey before he passed from this world to the next was Nathan Worth.

This was given against the express wish of Susan Clutch, who was at the bedside. Dubel's thirst for liquor was such that, although dying, he soon made it known that he wanted whiskey, which Worth offered to him.

If Worth and his wife had never seen Dubel drunk, as they testified, they would not have known of his failing in this particular. How would Nathan Worth have known that when he was dying his death would be made pleasanter by giving him whisky to drink?

Can we not argue from this circumstance that Worth knew of his habits and that he had been plied with whiskey when at the Worth house?

Surely no one, if they did not know he was addicted to drink and was fond of liquor, would enter the room where he was dying and give him liquor to drink when on his death bed.

This circumstance is pregnant with meaning and proves conclusively that the statements of Nathan Worth and his wife, that they were not acquainted with the fact that Dubel was in the habit of getting intoxicated, are untrue.

What does this evidence up to this point as discussed disclose?

We have shown the methods Dubel employed in transacting business; how he signed receipts without

reading them, even when dealing with comparative strangers; how he took money without counting and placed it in his pocket; and we now have shown that during the last year of his life, and since and before the signing of this alleged contract of sale, Dubel's habits as to drink were such that he was intoxicated nearly every day and some of the times several times a day.

He was eighty-four years old, he was feeble, his eye sight was poor; were there not great possibilities for perpetrating fraud, deception and imposition on a man of his traits of character?

Particularly would this be the case where he had been dealing for a long time with a person, as he had with Nathan Worth.

## THE REPAIRS AND IMPROVEMENTS PLACED UPON THE HIGH STREET PROPERTY BY FIRMAN DUBEL, AFTER THE ALLEGED CONTRACT OF SALE PROVE CONCLUSIVELY THAT NO SUCH CONTRACT OF SALE HAD BEEN KNOWINGLY SIGNED BY FIRMAN DUBEL.

Leander J. Jobes, page 184.

Did some work on High street property in December, 1904, and also on Salvation Army property. Firman Dubel got him to do this.

Ledyard Horn, pages 186 and 187.

In 1904, did some painting in kitchen of Worth's house, bill something like twenty dollars; Dubel ordered work done; little while before Christmas, 1904, same month Dubel died; about two or three days after he paid him Dubel died.

Harry A. Haines, page 188.

Did some work on High street property, December,

1904, at Firman Dubel's request; bill ten dollars and some cents; Dubel paid him.

George C. Whomsley, pages 217, 218 and 219.

Put in a new bathtub and watercloset in the High street house in August, 1904.

Bill probably about $87.00.

Testified that the directions and instructions with reference to putting in this bathroom were given by Uncle Firman and paid for by him.

These improvements were made by Firman Dubel after the alleged contract of sale and after nearly all of the consideration money had been paid.

At the time the bathtub and watercloset were put in, in August, 1904, the payments on the alleged contract of sale, as testified to by Mrs. Worth, and as shown by the receipts introduced, were as follows:

| | |
|---|---|
| February 2, 1904 | $2,500.00 |
| June 17, 1904 | 250.00 |
| July 11, 1904 | 250.00 |
| August 15, 1904 | 300.00 |
| Total paid up to August 15, 1904 | $3,300.00 |

At this time then there was only owing on the property seven hundred dollars, and yet the testimony is that Firman Dubel made an expenditure of eighty-seven dollars to put in that which was not a temporary repair, but a permanent improvement.

The payments after August 15th were as follows:

| | |
|---|---|
| September 19, 1904 | $200.00 |
| October 18, 1904 | 150.00 |
| November 1, 1904 | 150.00 |
| Payments made before Aug. 15, 1904 | 3,300.00 |
| Total payments made Nov. 1, 1904 | $3,800.00 |

The other improvements, amounting to thirty-seven dollars, were made in December, 1904.

At that time there was only two hundred dollars owing on the consideration price to be paid for the

property, and not only was there only two hundred dollars owing, but with the money already received and the two hundred dollars owing, Firman Dubel had to pay two thousand dollars to cancel a mortgage upon the property, and also pay some additional money for accrued interest.

Would Firman Dubel, a man who, the testimony in this case shows, was a miser, who hoarded his money, who hid it in the house, and who gloated over the possession of money, have expended one hundred and seventeen dollars on permanent improvements when there was only a small balance left coming to him on the purchase price of the property?

Again, the rent of the property during the five months in which these improvements were placed upon the property, beginning with August, 1904, would amount to two hundred dollars; these repairs amounted to the sum of one hundred and seventeen dollars, making the net sum that Firman Dubel received from the property eighty-three dollars.

The testimony in this cause clearly shows that Firman Dubel was not the kind of a man to expend one hundred and seventeen dollars in improvements on a property from which he was receiving, during the time those improvements were placed upon the property, the sum of two hundred dollars.

When this work was done the property, according to the complainant, was sold and was nearly all paid for, and we insist that Firman Dubel would have been the last man in the world to have put permanent improvements on a property which he had sold and for which he would be soon compelled to give a deed, and that these improvements placed there by Firman Dubel are among the many circumstances going to show that he never knowingly signed any contract for the sale of this property on the second day of February, 1904, as claimed by the complainant.

## STATEMENTS AND ACTIONS OF WORTH SHOWING AGREEMENT FRAUDULENT.

At the time of preparation of lease in 1902, Mr. Watts was asked, page 234:

Q. What, if anything, did Mr. Worth say to you on these occasions, or any of them, with respect to his practice in dealing with real estate?

A. At the time of the preparation of the lease he remarked to me that he never had any transactions with regard to real estate without the assistance of an attorney.

Q. (By the Court) Was this in 1902?

A. Yes, sir.

In view of this statement, would Worth have gotten a dictionary and taken chances on drawing an agreement that should be a legal, binding bargain, etc.?

Worth going to Watts in May or June, 1904, and stating his inability to pay rent of forty dollars and requesting Watts to have the rent reduced, is a most significant fact, and proves conclusively the fraudulent nature of this whole transaction.

Page 235.

Q. After Mr. Worth had taken possession of the property, did you have any talk with him, or did he come to you with respect to the rent?

A. I did not collect the rent for this property as agent of Mr. Dubel. In the latter part of May or fore part of June, in the year 1904 Mr. Worth came to my office and stated to me that his financial condition was such that he could not afford to pay the rent which he was then paying under the lease.

The Court: This was what time?

Judge Wescott: The early part of May or the latter part of June, 1904.

Q. After the making of that statement to you, did he make any request of you?

A. He said to me that he knew I had more influence with Mr. Dubel than he did, and that if I would induce

Mr. Dubel to reduce his rent to $35.00 he would see that I was properly compensated for my services.

Q. How do you fix this time, Mr. Watts? (Page 236.)

A. I am positive about the time because Mr. Dubel in my acquaintance with him had but one long illness, or one illness, which kept him in his house for any length of time, except his last illness, and that illness commenced in March, or about that time, 1904, and continued up until July, and I remember distinctly that after Mr. Worth came to see me, I went to the house to see Mr. Dubel, and that he was just commencing to mend after this long illness.

There are several facts to be gathered from this which are most significant and which absolutely prove the falsity of this whole transaction.

1. Worth's statement to Watts in the latter part of May or first part of June that his financial condition was such he could not afford to pay forty dollars a month rent for the property, proves absolutely that the payments alleged by him to have been made were not made.

What is the alleged agreement?

Burlington, N. J., Feb. 2, 1904.

Received from Nathan Worth twenty-five hundred dollars ($2500.00) on account of purchase price for houses and lots 303 and 305 High street, and 20 and 22 Union street, Burlington, N. J., which I agree to sell to him clear of all encumbrances for four thousand dollars ($4000.00), deed to be delivered on payment of the balance of money, he to continue paying rent as before until balance paid.

(Signed) FIRMAN DUBEL.

Notice first, there was no limitation of time as to when the balance of the $1500.00 owing under this agreement was to be paid.

This fifteen hundred dollars could be paid at any time, and when paid a deed was to be delivered.

Until paid he was to continue paying rent as before.

Now Worth had paid $2500.00 in February.

2. In the latter part of May, or first of June, he was so strapped financially he did not think he could raise forty dollars a month to pay the rent, and went to Watts, as above.

And yet, on June 17, 1904, he made a payment of $250.00 on account of purchase price.

If he had been so poor he could not pay the rent and wanted it reduced, and there was nothing in the paper requiring a payment to be made at that time, would he not have paid his rent and deferred the payment on account of the principal?

Again, on July 11, 1904, three weeks after this other payment, he makes another payment of $250.00 on account of principal.

Again, August 15, only one month after the last payment, he makes a payment of $300.00 on account of principal.

Again, September 19th, about one month from the last payment, he makes a payment of $200.00 on account of principal.

Again, on October 18th, just about a month after the last payment, he makes another payment of $150.00 on account of the principal; and

Again, within two weeks of the last payment, on November 1st, he makes another payment of $150.00 on account of principal.

In other words, summarizing the dates, in June Worth says he is so poor he wants his rent reduced; and yet he makes the following payments:

| | |
|---|---|
| June 17 | $250.00 |
| July 11 | 250.00 |
| August 15 | 300.00 |
| September 19 | 200.00 |
| October 18 | 150.00 |
| November 1 | 150.00 |
| Total | $1,300.00 |

3. His statement that the reason he had gone to Watts to make this request for the reduction of the rent was because he knew Watts had more influence with Dubel than he, Worth, had.

This is an absolute denial of the testimony of Mrs. Worth as to what transpired when the agreement was drawn.

Her testimony was to the effect that Dubel did not want Watts to know anything about this, and that after the last payment was made they were going to Mount Holly and have a lawyer draw a deed.

And yet Worth, being present during this conversation, and knowing he had succeeded in getting Dubel to sell him this property for at least one-half of its value, when he is in financial difficulties goes to Watts, as having more influence with Dubel than he, Worth, has.

If the testimony of Mrs. Worth is true as to this transaction, would Worth have gone to Watts and made this request?

4. The financial difficulties in which Worth was at this time shown by the fact that he offered to pay Watts if he would get his rent reduced.

Watts' testimony, page 236:

"That if I would induce Mr. Dubel to reduce his rent to thirty-five dollars he would see that I was properly compensated for my services."

Does not this show how desperate Worth's financial condition was to offer to pay Watts for his services?

Does not this prove the absurdity of his making all these payments when in that financial condition?

5. His attempt to get Watts to represent him in the matter after Watts had declined on account of being executor of estate.

If Worth had had an honest claim, there were other lawyers besides Watts he could have secured, and yet, notice from Watts' testimony that Worth in urging Watts

to act, understood he was asking an improper thing.

Watts' testimony, page 237:

"The last time he came he asked to see me privately and I took him in the private office, and then he said to me that he could see no reason why I should not help him out in this matter, and that he would not say anything about compensation at that time, but after it was all over and he had the property, he would see that I was properly paid for my services."

Notice particularly the words, "he would not say anything about compensation at that time, but after it was all over and he had the property he would see he was properly paid for his services."

Why did he not say anything about compensation at that time?

It is customary in dealing with a lawyer to say to him, "I will not say anything about what I will pay you for this work, but after it is all over I will pay you what is right."

The very fact that he so badly wanted to get Watts to represent him shows conclusively that he felt his claim was not good.

6. The very fact that these receipts are not in the shape they were when they were shown to Mr. Watts shows that this transaction is fraudulent.

Mr. Watts testifies, page 238, that when these receipts were shown to him, every one had at the heading the letter head of Nathan Worth, and yet the receipt of September 19, for $200.00, and the receipt of October 18, for $150.00, are produced in Court by the complainant, upon paper without this letter head, and show conclusively by examination that the letter heads, or some portion of the paper, had been cut off.

Why should he have changed these receipts from the time he showed them to Watts and the time he presented them in Court?

7. Statement to Binck, after he alleges he had purchased the property, that he was unable to get it.

Testimony of Charles Binck, pages 151 and 152:

Q. What talk, if any, did you have with Mr. Worth about the purchase of the real estate that he was occupying, that store and house?

A. One day I was in the yard and he was fixing up around the little garden, and I asked him, Mr. Worth, if that is one of his hobbies, and Mr. Worth says, "not exactly." I said, "Have you got any hobbies?" He said, "Yes." "What is your hobby?" "Well, he said, "plenty of money and valuable real estate is about all what I care for." I said, "Here is a chance for you to acquire valuable real estate, Mr. Dubel's." Mr. Worth answers me, he said, "I tried it several times, but somehow or other I can't succeed." He said, "You know the old man is no slouch; you can't do much with the old man." He says, "I tried often, because I thought he was feeble, getting more feeble every day, to buy himself a carriage and horse and keep it in my stable, and I would take care of it and we could have it in co-operative partnership together, and that he even declined."

Q. What, if anything, was said about his buying that property that he was then in?

A. Well, he said he spoke to him several times, but he could not come to any conclusion with Mr. Dubel in regard to buying it; it seems that Mr. Dubel was not inclined to sell it.

Q. Was anything said about price?

A. No, nothing about the price; he said no doubt he wanted too much money for it, and he has no inclination whatsoever to sell it as far as he could judge by his actions.

Q. Do you remember when this conversation was distinctly?

A. About the first week in May, 1904, about the time when you fix around little gardens.

Q. To whom did you first mention this matter?

A. To Mr. Watts.

Q. After Mr. Dubel's death?

A. Yes, sir.

Q. Had you at that time heard of the claim that Mr. Worth was making?

A. Not before, I mentioned it to Mr. Watts a day or two after I heard of the claim.

This was in May, 1904, at least three months after he claims to have purchased this property.

If he had purchased this property, as he claims, he would not have had this conversation.

8. Action of Worth about ten-dollar bill.

Statement to Binck, of wondering whether Mr. Watts would pay back this ten dollars.

Page 152:

Q. What, if anything, took place between you and Mr. Worth, or what did he say to you about loaning Mr. Dubel any money?

A. It was either the 29th of December, or perhaps the 30th day of December, 1904, just after Mr. Dubel's death; Mr. Worth did come into my place of business, 4 East Union street, and he said to me, "I wonder if Mr. Watts would recognize a claim." I said, "What kind of a claim." He said, "In regard to a little money." I said, "It depends all on circumstances; I guess if it is a bona fide claims he will recognize and settle it." He said, "You know when Mr. Dubel was sick I did visit him very frequently, and one day when I paid him a visit Mr. Dubel was lying on the bed partly dressed, and I thought he was perhaps in need of financial assistance, because he was sick for several weeks, and I put a ten-dollar bill in his pocket. Of course I had no receipt for that amount and no witness," but he says, "I have an idea that Mr. Watts will recognize the claim." I said, "I don't know whether he will, you had better see Mr. Watts in regard to the matter."

This statement of Binck goes to confirm its falsity.

This same statement is testified to by Coates Clutch as having been made by Worth to him.

Is testified to by Susan J. Clutch.

Binck could have known nothing about it.

This therefore proves that Worth had had conversation with Binck relative to Dubel and his affairs with Dubel.

Worth had an object in letting people know about this ten dollars; he wanted to show he was on such terms of intimacy with Dubel; was so thoughtful about him that he gave him this money when he was sick. Worth knew Dubel did not need the money.

This was only one act in the whole fraudulent scheme.

Our insistment is that these statements and actions of Worth prove conclusively that the whole transaction is fraudulent.

No man would have acted as he acted; would have said what he said; would have done what he did, if he had had an honest, bona fide agreement, signed by Firman Dubel, calling for the sale of this property to him, as claimed by Mr. Worth in this case.

His every word, his every act, his every deed, is a denial of the assertion that Firman Dubel ever knowingly signed the contract of February 2d, 1904, agreeing to sell to Nathan Worth the High street store and the Salvation Army building, for four thousand dollars, clear of all encumbrances.

## DENIALS OF NATHAN WORTH BY OTHER WITNESSES.

### William H. Fields.

As to Dubel getting drunk at Worth's house, pages 383 and 384, Worth's testimony:

Q. Did you ever see Mr. Dubel intoxicated?

A. No, sir.

Q. Have you ever seen him under the influence of liquor?

A. Well, I did see him once.

Q. Have you seen him drunk?

A. Well, yes; I did see him drunk.

Q. Have you seen him drunk in your house?

A. No.

Denied by Fields,

He testifies that he and Mr. Dubel have many times gone into Worth's and that Worth has treated them to gin, and that he, Fields, and Worth and Dubel have drank together. That he has seen him come out of Worth's place intoxicated. Pages 191 and 192.

On page 196, on cross-examination, he said, in reply to Judge Westcott, that he would not want a crack over the head as many times as he had had a drink in Worth's house, and that Worth had particularly good gin, and the old man, Uncle Firman, spoke about it and enjoyed it.

Denied by Coates Clutch, pages 199 and 200.

He says on December 27th, Worth brought a small bottle of gin to Dubel's house; gave it to Uncle Firman and told him to take a drink, and then turned around and said to Mr. Clutch, this is good Holland gin, taste it, and that Mr. Clutch tasted it and returned the bottle.

This statement of Clutch's denies Worth, because if Worth did not know any more about Dubel's drinking than he testified to, and had never treated Mr. Dubel to this gin, in his own house, why, when Dubel was on his death bed should he have taken around this gin and treated him?

Did not this very act show that Worth knew Dubel was acquainted with this gin; therefore, Worth, by his own act, as testified to by Clutch, denies his statements.

Mr. Clutch testifies, page 203, that on the day Dubel died Worth came there, went upstairs and came down and said "the old gentleman is going to die; please don't forget to tell Mr. Watts that I loaned him ten dollars." About six o'clock he came back and the old man was dead

and he asked me if I had told Mr. Watts about the loan of ten dollars. I told him I had

On pages 379 and 380, Mr. Worth denied ever having had such a conversation with Mr. Clutch.

Clutch's testimony, page 200, is as follows:

Q. Did you hear Mr. Worth say anything about loaning any money to Mr. Dubel?

A. I did.

Q. What was that?

A. On the 27th day of December, Mr. Worth came there as near as I can judge between 8 and 9 o'clock and went upstairs, I was down at the time and my wife was upstairs attending to Mr. Dubel's room. Mr. Worth came down and told me that Mr. Dubel had asked for a loan of ten dollars, that he hadn't any money in the house. Mr. Worth went out and I suppose in about fifteen or twenty minutes he came back, he went upstairs and my wife saw him put the money in his vest pocket; after my wife—

This statement of Mr. Clutch's is corroborated by Susan J. Clutch, page 214.

Notice what Mr. Worth did and said:

Came first and said Dubel had asked for a loan of ten dollars, that he did not have any money in the house, then went away and came back with ten dollars, went upstairs and gave it to Dubel.

About disposition of homestead.

Testimony of Coates Clutch, page 204.

Q. Did he say anything to you about money being found in the house?

A. The day after Mr. Dubel died I was going after a paper; the man who sold them, Clime I think his name is, I met Mr. Worth coming home; he asked me if it was so about so much money found in the house; I told him yes. He asked me about the amount and I told him between $2500 and $3000. He then said to me that he

guessed I would get that property, 229 Stacy street, it was to go to my sister. I then told him that people knew more than I did.

Q. That was the homestead?

A. Yes, sir.

On page 380 this evidence of Coates Clutch is read to Worth when on the stand by Judge Wescott, and at the conclusion he is asked as follows:

Q. Did you have such a conversation as that?

A. No, sir.

Not only does this deny Worth as to a statement, but denies him as to a material fact.

Dubel now was dead.

If there was any occasion for secrecy as to the purchase of these properties, that time was now over.

Worth, however, knowing he had a contract for the sale of the homestead, suggests to Clutch that he supposes now that Dubel was dead it would go to him.

Why should he have made this statement to Coates Clutch if he had the contract for the sale of the homestead signed by Firman Dubel in his possession?

Coates Clutch was the brother of Annie Clutch, who had been a housekeeper of Firman Dubel for years, and to whom in his will he had left substantial bequests.

Coates Clutch had no interest in this estate. In no possible way could he be benefited in any manner by the disposition of Firman Dubel's estate.

Firman Dubel had known him for years; had confidence in him, and it would take a great stretch of the imagination to presume that Coates Clutch would have gone upon the stand in this case and testified to any fact or circumstance that was not based on the strictest truth.

Would it not have been the height of folly for Nathan Worth, after the death of Firman Dubel, to suggest that the homestead might go to Coates Clutch, if he at that time had in his possession any agreement signed by Firman Dubel selling him the homestead, and had paid

on that agreement a considerable and substantial sum.

This very statement to Coates Clutch makes most improbable the testimony of Mrs. Worth that Firman Dubel had ever signed any paper agreeing to sell the homestead to Nathan Worth for four thousand dollars.

Page 281, cross-examination of Ernest Watts, Judge Wescott asked him:

Q. Didn't he on that occasion say to you, Mr. Worth, I mean, that he had bought this property from Mr. Dubel upon Mr. Dubel's urgency and his request that he should buy it, and that he didn't want you to know anything about it, and that after Mr. Worth had succeeded in paying the whole amount, that he was going to Mt. Holly to get a lawyer to make the deed, that is, that Mr. Dubel would?

A. He did not.

Q. He didn't say that?

A. No, sir.

Q. Didn't you say to Mr. Worth that you were not surprised at Mr. Dubel's action?

A. You mean his action referring to the previous question stated by you?

Q. That you were not surprised at Mr. Dubel selling him the property, didn't you say that to him?

A. Never made any such statement.

Q. And didn't you say on that occasion that you knew of Mr. Dubel's fondness for Mr. Worth and his family, and that you were not surprised?

A. Never said it and never knew it.

On page 382 Mr. Worth says Mr. Watts said all these things to him.

We have now analyzed the testimony of Nathan Worth; we find that he is denied as to every material statement by nearly every witness in the case.

We have undertaken to show that Mrs. Worth was also denied by numerous witnesses, and denied, not in minor details, but upon material facts.

This transaction rests upon the testimony of Nathan

Worth and his wife. Denied as they are by nearly every witness in the case, will a Court of equity give credence to their statements against the overwhelming testimony of the other witnesses who have testified in this case?

Will not the doctrine of the law, "false in one thing, false in all" apply? Can this Court believe the testimony of Nathan Worth and his wife, and disbelieve the testimony of the impartial witnesses who have testified in this case?

---

What testimony does the complainant bring against this mass of testimony?

Let us take up the complainant's testimony and see what his witnesses testify to.

## COMPLAINANT'S TESTIMONY.

Minnie Worth, wife of Nathan Worth.

Testifies that she saw Dubel every day.

She never saw him intoxicated.

He ate at the house about once or twice a week.

That he gave the baby a ring, and gave to Nettie a gold dollar, and bought a little pocketbook and necklace from the fair, and beads, and white neck chain and a necklace.

She remembers Mr. Worth giving him a pair of slippers once, and some neckties and things.

Anna Worth, page 267.

Daughter, 14 years old.

Says she saw him nearly every day, sometimes twice a day, which covered a period of three years.

This would be all the time that Worth lived there.

About giving her pocket book, and some flowers, bringing fruit and apples, to the house.

Planted some pansies in the garden.
Never saw him intoxicated.
Says she saw Fields take away some coal.

Nettie Worth, page 274.

Daughter of Nathan Worth.
Twelve years old.
Saw him nearly every day.
Tells about giving them presents.

George E. Jessup, page 282.

As to valuation of real estate.
Lives in Camden.
Knows nothing about Burlington property.
Testifies as to value from the rental standpoint.

John A. Armstrong.

Assessor of Burlington City, testifies as to assessment of this property.

Judge Wescott supposed this was to be his trump card.

But see how the Assessor left him.

The Assessor says he assessed this property originally at $5000, raised it to $6000, and it is not yet to its true value.

Says the County Board has instructed him not to go too fast in raising properties, so then Judge Wescott asks the following question, on page 292:

Q. You disregard the law which requires you to assess at full value?

A. Yes, if you want a straight answer; yes.

Hannah Smith, page 297.

Domestic at Worth's house.
Went from Philadelphia with them.
Stayed there six months.

Brought to testify to Dubel's calling at the house and seeming to be fond of children, and bringing them

bouquets.

Said he did not eat with the family; ate by himself sometimes.

Lizzie Davis, page 302.

Servant at Worth's.

Says that Dubel used to come there two or three times a week.

Sometimes ate there; ate with family.

Brought children apples and candy.

Louis M. Kaplan, page 305.

Testifies to the fact that he has seen Dubel at Worth's house, never saw him under influence of liquor, never saw him drunk at all.

Charles H. Britton.

Testifies that Mr. Worth gave Uncle Firman a pair of slippers, page 314.

Brought them to Dubel's house and told him to never mind about the price, the price would not be heavy, and that Dubel said all right, I will settle for them some time.

That Worth told him anything he wanted he could send around to the store and get.

Testifies that he heard Dubel say if he did not die too soon the Dubels had all they would ever get, with the exception of two or three. Page 315.

Dubel's will proves the falsity of this statement, as in his will, after making bequests, the balance of his estate is left to his heirs at law, as though he died intestate.

Testifies he has seen him drunk, but never but once when he could not do business.

Reba Rosen, page 320.

Niece of Mrs. Worth.

Used to frequently come to Burlington.

Testifies one time when she was having breakfast late, about ten o'clock, heard Mr. Worth and Mr. Dubel, some time in November, having a conversation in the next room.

Conversation as she heard it on pages 321 and 322.

A. I heard Mr. Dubel, as I call him, or Uncle Firman, say that he wanted Mr. Worth to have the two houses, the one he lived in and the one that Dr. Dingee is living in, and Mr. Worth said, "Well, I would like to fix up first."

Q. "Like to fix up first" is what Mr. Worth said?

A. Yes, well, he said, "I want you to have these two houses." Mr. Worth said, "Why do you want me to have these two houses?" He said, "Well, Miss Annie is dead now, and I want you to have these houses, and you can settle for the rest at the beginning of the year."

Q. What two houses did you understand?

A. The house he is living in and Dr. Dingee's house.

On page 322:

Q. On this occasion do you recall anything further?

A. No, sir; I was called away; I was called upstairs.

Q. Do you recall anything else that occurred on that occasion?

A. No, sir.

On cross-examination, page 332, in answer to a question by the Court, she gives an account of this conversation, which is as follows:

Q. (By the Court) What did he say about Miss Anna?

A. He said that Miss Anna was dead and he wanted Mr. Worth to have the two houses. Mr. Worth said he would want to settle for this one first, the house he was living in, and he said, "I want you to have these two houses, and Miss Anna is dead, and we will fix it up at the beginning of the year for this one that you are living in."

This second statement differs entirely from the first statement on direct.

On direct examination there was no mention about the house Mr. Worth was living in.

Never mentioned it until she had read in the paper it was disputed about Worth buying the property.

Never said anything to her aunt that Worth had bought the store, or anything.

Testifies that Uncle Firman took her and one of Mr. Worth's children out driving, in an open wagon, Mr. Fields driving.

Mr. Fields positively denies he ever took any of them out driving, and says Uncle Firman always drove in a closed carriage.

Dr. Jacob M. Davis, pages 336 and 338.

All the Doctor testifies to is that Dubel had gone to his office at various times for medicine, that he had given it to him and he had paid for it.

Testifies he attended him in his last illness, and on cross-examination admits that he was so addicted to the habitual use of liquor that he ordered them to give him liquor, because, being an habitual drinker, it was dangerous to cut off his liquor.

Lewis Goodman, pages 341 and 345.

Testifies, page 341, that Mr. Worth gave Uncle Firman two little bows, and when Dubel went to pay for them Worth had said, "Never mind, Uncle, that is all right."

The argument being that from this Dubel was so much taken with the two bows that he was going to give his property to Worth.

Testifies he had borrowed money from Worth at various times, bought job lots with them, and then paid back the money he had borrowed and half the profits to Worth.

First borrowing, $500. Page 344.

Second borrowing, $800. Page 345.

Both of these before Worth went to Burlington.

Third borrowing, $600 (after he went to Burlington). Page 348.

After the $600, cannot enumerate the others, but must have borrowed as much as fifteen times.

He borrowed more than a dozen times after February, 1904.

His testimony is to the effect that in these transactions Worth loaned him the money in cash.

Never took notes from him or a due bill.

That he, with one exception, never paid him back the money at one time, but paid it to him at different times, and never took any receipts for the payment of the money.

Is it not most unlikely that two men would conduct business in this way? If Goodman died what proof would Worth have had to present to Goodman's estate that he had borrowed these large sums of money?

He also states that he borrowed from Worth at least a dozen times, according to his testimony, after February, 1904.

It was in February, 1904, the agreement for sale of property was made.

It was after February, 1904, that Worth had gone to Watts and said he was so poor he could not pay forty dollars a month rent.

How could he have loaned money in large sums to this man at least a dozen times, and made the payments he claims to have made for the property?

Isaac Stein, pages 352 and 353.

Testifies that he borrowed various sums from Worth, both before he went to Burlington and after, and paid him $1000 in January, 1904.

Testifies, however, that every time he borrowed money from Worth he gave him notes for it, small notes; that is, not one note for the sum, but small notes; and when he would pay him he would destroy one of these notes.

This shows that Worth's manner of doing business with him was entirely different from what Goodman had testified to.

And also shows, if true, that Worth had less money with which to make the purchase than if he had not been lending to Stein.

William Gardner, page 372.

Testifies he never saw Dubel under influence of liquor.

He lives in Burlington and frequently saw him.

This at once stamps the character of his testimony, as any man living in Burlington, who frequently saw Dubel, could not help seeing him under the influence of liquor.

Testifies he had seen Dubel around the Worth house at different times, seen him in the yard.

That Dubel had purchased things at the store, had been in there with Miss Clutch and bought a penknife, and paid for it.

Nathan Worth.

Testimony relates to his dealings with Goodman, as to Dubel's giving things to his children, etc.

The rest of his testimony consists of a denial of every witness and every fact, both material and immaterial.

Says he never saw Dubel intoxicated.

Never saw him under the influence of liquor.

Never saw him take a drink at his house.

This comprises the testimony offered by the complainant.

Does it in any wise meet the charges and allegations as to Dubel's methods of doing business, as to his habit of signing receipts without reading them, as to his custom of taking money without counting it, as to his being during the last year of his life intoxicated nearly all the time, and incapable of transacting business?

After examining all the testimony in the cause, can any inference be drawn but that the signature of Firman Dubel was obtained to these papers by misrepresentation, deceit or fraud?

## DUBEL EATING MEALS AT WORTH HOUSE.

Testimony of Mrs. Worth, page 18.

Q. Did Mr. Dubel have his meals sometimes at your house?

A. A few times.

Q. Can you give the Chancellor some pretty accurate idea as to how often Dubel came to your house?

A. Well, Judge, it was pretty often, just as often as he was downtown he was at our house.

This answer shows the exaggeration of the witness in her testimony.

The testimony shows that Dubel was downtown twice every day, and sometimes three times, when he was well and able to be around, so that the attempt of the witness to say Dubel came to their house every time he came downtown shows the exaggeration of the witness in her testimony.

On page 18, on direct, the witness, in answer to her counsel's question as to whether Dubel has his meals at their house, said, a few times.

On page 37, on cross-examination, she is asked:

Q. How many times did Mr. Dubel sit down to the table with you and the family and eat meals with you?

A. Well, some meals when he liked it he sat down and joined with us, and sometimes he came when he had his meal and he didn't care, but whenever he came in he always liked to have a taste of something, I could not count how many times.

Q. You can't give us any idea how many times he ever took meals with you?

A. No, sir; I could not tell you.

Is there not considerable difference between a few times, as stated on page 18, and of her testimony now, of the times being so many she could not give any idea of them, as stated on page 37.

The inference was attempted to be drawn that because Dubel ate occasional meals at the Worth house,

that therefore he would sell this property to Worth for less than its value.

## ATTEMPT TO SHOW DUBEL SOLD THESE PROPERTIES TO WORTH FOR A NOMINAL CONSIDERATION ON ACCOUNT OF HIS LOVE FOR THE CHILDREN.

Testimony of Mrs. Worth, page 18:

That Dubel used often to bring pears and vegetables he would raise in his garden, onions, sickel pears, radishes, carrots, turnips and flowers.

Page 19:

Dubel gave fancy little things, flowers and toys to the children, that he did that from the time they moved to Burlington up to the time he died.

In the argument before the vice chancellor great stress was laid upon the fact that Dubel had given candy and little trinkets, costing five and ten cents each, to Worth's children, and it was attempted to be argued that on this account he manifested great love and affection for the children; that on account of this love and affection he signed these agreements, selling these different properties to Worth far below their actual value.

There is no testimony in this cause that would warrant any such inference or suggestion. All the testimony goes to show that Firman Dubel was a miser, hoarding his wealth, and had a particular desire to acquire all the real estate possible, and when that real estate was once acquired, he never parted with it.

It is indeed a most violent suggestion and inference to suppose that because Firman Dubel gave a few trinkets, costing a few pennies each, to Nathan Worth's children, that on that account he would deed his valuable real estate to Nathan Worth for less than half of its value.

## ATTEMPT OF COMPLAINANT, DRAWING INFERENCE THAT BECAUSE WATTS DID NOT COLLECT RENT FROM MR. WORTH, THAT THEREFORE DUBEL HAD SOME SPECIAL LIKING FOR WORTH AND SOME SPECIAL DESIRE THAT WATTS SHOULD NOT DEAL WITH HIM.

The Testimony of witness after witness as produced here is to the effect that Dubel collected his own rents.

Collected the interest due on his mortgages;

Collected them both drunk and sober.

So that nothing can be claimed from this argument, and Mr. Watts in his testimony, page 241, completely disposes of it.

Q. Do you know why Mr. Dubel collected, and did not permit you to collect the rent from Mr. Worth? Why he collected it himself?

A. I was never the agent for Mr. Dubel for the purpose of collecting his rents, and never did collect his rents, except where there was some special circumstance, as where the tenant was delinquent.

But Judge Wescott was not satisfied, and so he asks the question again:

Q. I ask you whether you know why Mr. Dubel did not put the collection of the rent of Mr. Worth in your hands?

A. Yes, because it was provided that the rent paid by Worth should be paid in advance, and there was no necessity for it.

## AS TO MONEY IN THE HOUSE.

$2915 was found secreted in the house after Dubel's death.

Complainant might claim that the finding of money

in the house would go to prove that he had paid large sums of money to Dubel.

Testimony of Coates Clutch, page 203, as to the money is as follows:

There was some money kept in a handkerchief in a drawer; that it had been there for years; that whenever Dubel and his sister went out of the house they took this handkerchief and put it in the bottom of the soiled clothes basket, and covered it over with soiled clothes, that he had seen that done at least a dozen times, going back as far as twenty years.

The action of Dubel and his sister in hiding the handkerchief would show there was something of value in it.

Page 209, in answer to a question by Judge Wescott, as to whether or not some money was found in the other part of the house except in the handkerchief, witness replied as follows:

A. The only money I know of in different parts of the house was in a trunk on the third floor, and had been there for a long time.

Page 209:

Q. Was there any money found in books, put between the leaves?

A. I think Mr. Watts took out of an Old Testament. I think there was some money found there; it was very old and nearly crumbled when Mr. Watts took hold of it.

Susan J. Clutch.

Corroborates this. Page 213.

Says this bandanna handkerchief has been in a drawer with a book in it, with money in it for twenty and twenty-five years.

That whenever Dubel and the sister went out they hid it in the basket of soiled clothes, and that he would bring a box up from the desk and put it in the clothes. That she saw $2915 taken out of the handkerchief, and $70 out of the box.

## AS TO MONEY IN HOUSE.

Money in the bandanna handkerchief was in a book and was arranged in denominations of hundreds.

That the money was very much pressed, as if it had been there for a long time.

The testimony, therefore, as to this money, shows conclusively from the fact of the manner in which the package containing it had been handled, the number of years it had been handled, and the appearance of the money, that it could not have been money that had been paid by Worth since February, 1904.

## THESE RECEIPTS WERE IMPOSED UPON DUBEL.

Worth wrote his own receipts as shown by his rent receipts.

He was dealing with a man who trusted everybody.

He was dealing with a man who was more often drunk than sober.

Could he have imposed upon him?

Unquestionably, yes.

But we have a specific instance of Dubel's having been imposed upon.

Judge Wescott brought it out on cross-examination of Mr. Watts, page 251:

Q. You knew that no one took advantage of his helplessness, do you not, excepting Mr. Worth, of course; never had any law suits?

A. I know of one or two instances where people were accused of having gotten receipts from him for money that they didn't pay, but I know nothing about the truth of the thing.

Q. Can you remember what those cases were?

A. I recall that there was one instance—

Q. Who was the person taken advantage of?

A. I am going to tell you.

Q. All right.

A. I recall there was one instance where a man named John Vansciver, owning property in Burlington, and Mr. Dubel had a mortgage on this property, and he placed it in my hands for foreclosure, and alleged that there were large arrears of interest upon it, and when the bill was filed a restraining order was obtained by Howard Flanders in behalf of Mr. Vansciver, alleging that he had paid certain moneys on account, which it was alleged upon the other side he had not paid, although he did produce to Mr. Flanders receipts apparently signed by Mr. Dubel for these moneys.

Q. That turned out all right, it turned out to be an honest transaction?

A. No, it did not; Mr. Dubel said—I don't know whether that is competent.

Judge Gaskill: I don't want him to repeat any conversation of Mr. Dubel's.

We have here a specific instance where a man paying interest on a mortgage had gotten Dubel's signature to receipts which did not turn out all right, as testified to by Mr. Watts, who was foreclosing the mortgage.

We have, then, the opportunity for imposition.

Also the fact that imposition had occurred before.

Can any other interpretation be placed upon all the evidence in this cause than that Nathan Worth imposed upon Firman Dubel and obtained from him these papers by imposition, deceit and fraud.

Only one witness is called to prove this contract and these receipts, and to identify the signatures of Firman Dubel thereto. That witness is Mrs. Minnie Worth, the wife of the complainant, Nathan Worth.

And yet this witness called for this most important purpose, when called upon to read one of the receipts offered in evidence and concerning which receipt she had testified and upon which receipt she had identified the signature of Firman Dubel, admits she cannot read.

This is her own testimony, on cross-examination, page 39.

Ques. Will you please read this paper to me—showing the witness "Exhibit C9?"

Ans. I am sorry, I can't read, Judge.

Ques. You can't read?

Ans. I can't read well.

Ques. You can't read that paper?

Ans. I can read a little, but I am ashamed to tell you I am not very well educated in English, I can tell my husband's writing.

Ques. I ask you whether you can read the paper?

Ans. I can't, that is all about it, but I can tell the signature of Mr. Dubel.

Notice how, without being asked the question, she announces that, although she cannot read, yet she can tell the signature of Mr. Dubel.

The Vice Chancellor, in his opinion, lays particular stress upon the fact that Dubel signed six receipts for the payment of money on account of the original contract. and draws the inference that by these acts Dubel reaffirmed the original contract, and that this proved the original contract could not have been procured by misrepresentation or fraud.

The testimony of William Atkinson, Jr., pages 145 and 146, goes to show that he paid Dubel interest money every six months on a bond and mortgage held by Dubel on Atkinson's property; that frequently when payments were made Dubel did not have the bond with him, and that Atkinson drew up loose receipts for these payments, which were not read by Dubel but were signed by him; that afterward Atkinson would enter the receipt for the money on the bond, and that Dubel would sign without reading it or without question.

The testimony of Mr. Atkinson relative to this is found in the printed book, pages 145 and 146, and is as follows:

Ques. How often did you pay the interest on the mortgage?

Ans. I paid it every six months.

Ques. Did you get receipts?

Ans. Sometimes I got receipts and sometimes I put it on the bond, and I would exchange the receipts and place them on the bond when I had the bond.

Ques. Did he sign the loose receipts?

Ans. Yes, sir.

Ques. Did he also sign receipts for some money on the bond?

A. Yes, sir.

Ques. Have you the loose receipts?

Ans. No, when I disposed of the property I got a receipt in full and I kept them no longer.

Ques. Who wrote the receipts?

Ans. I did, probably not the first one or two I didn't, but after that I did.

Ques. Did you read those receipts to him before he signed them?

Ans. No, I don't think I did.

Ques. Did he read them over himself?

Ans. No.

Ques. Would he always sign what you had written?

A. Yes.

Ques. Without question?

Ans. Yes, sir.

As Dubel signed both the loose receipts and the receipts written on the bond without reading them, would it have been a difficult matter for Atkinson to have written in one of these receipts a payment on account of principal sum instead of interest? And if this could have been done once would it have been impossible for it to have been done again, when Dubel always signed these receipts without reading them?

Mr. Worth's opportunities to substitute alleged loose receipts for the payment of rent were much greater be-

cause he paid his rent every month. Could not this contract and these receipts have been handed to Mr. Dubel by Mr. Worth as receipts for rent and signed by Mr. Dubel without his having any knowledge of their contents? This most assuredly could have been done if Mr. Dubel transacted business with Mr. Worth as the testimony shows he transacted it with every one else.

10

This concludes a review of all of the testimony in the cause.

From it we gather that Firman Dubel was a man eighty four years of age, feeble in health, nearly blind, of intemperate habits, drinking nearly every day during the last year of his life to excess, signing receipts for strangers without reading them, placing money in his pocket paid to him without counting it and implicitly trusting every one.

20 We find agreements alleged to have been signed by him in his lifetime, conveying valuable real estate for grossly inadequate consideration.

We find that the party in whose favor these agreements had been made had plied him with whisky, and when on his death bed had taken him liquor and sent him into eternity intoxicated.

Can any other inference be drawn from all of the facts in this case than that this contract and these receipts were obtained by the grossest kind of misrepresentation,

30 fraud and deceit?

Surely under such circumstances as these a Court of equity would never decree specific performance.

We submit that the evidence in this case not only shows fraud, but also shows that the contract is neither fair, just or equitable, and that the consideration is grossly inadequate, and so inadequate as to cause a Court of equity to decline to decree specific performance.

We submit that the decree of the Court of Chancery in this case decreeing specific performance should be reversed.

All of which is respectfully submitted.

JOSEPH H. GASKILL,
ECKARD P. BUDD,
Of Counsel with Defendant and Appellant.

# INDEX


| | PAGE |
|---|---|
| Answer | 6-13 |
| Allinson, Geo. A., Direct | 69-72 |
| " " Cross-ex. | 72 |
| " " Re-direct | 73 |
| Allinson, Geo. A., Recalled, Direct | 79 |
| Anthony, Geo. W., Direct | 88-90 |
| " " Cross-ex. | 90 |
| Atkinson, William, Jr., Direct | 144-147 |
| " " Cross-ex. | 147-150 |
| Allinson, Geo. A., Direct | 287-288 |
| " " Cross-ex. | 288 |
| Armstrong, John A., Direct | 290-291 |
| " " Cross-ex. | 291 |
| " " Re-direct | 291 |
| " " Re-cross | 291 |
| " " Further Re-direct | 292 |
| Bill | 1-5 |
| Branch, Reginald, Direct | 83-85 |
| " " Cross-ex. | 85-86 |
| " " Re-direct | 86 |
| Binck, Charles, Direct | 150-153 |
| " " Cross-ex. | 153-164 |
| Binck, Charles E., Direct, Recalled | 277-278 |
| " " Cross-ex. | 278-280 |
| Britton, Charles H., Direct | 307-316 |
| " " Cross-ex. | 316-319 |
| Clutch, Coates, Direct | 199-207 |
| " " Cross-ex. | 207-210 |
| " " Re-direct | 210-211 |
| Clutch, Susan J., Direct | 211-215 |
| Curl, Forrest K., Direct | 222-226 |

Curl, Forrest K., Cross-ex. ..... 226-228
Dresser, Albert W., Direct ..... 93-94
" " Cross-ex. ..... 94
Dingee, Dr. Charles, Direct ..... 99-101
" " Cross-ex. ..... 101-104
" " Re-direct ..... 104-106
" " Further-cross ..... 106-108
Davis, John W., Direct ..... 288-290
Davis, Lizzie, Direct ..... 302-304
" " Cross-ex. ..... 304-305
Davis, Dr. Jacob M., Direct ..... 334-337
" " " Cross-ex. ..... 337-338
Enright, George A., Direct ..... 167-168
" " Cross-ex. ..... 168-171
Exhibit No. 9, Complainant's Bank Account ..... 417-475
" " 15, Bill of Complainant ..... 476
" " 16, Will and Codicils ..... 477-481
" " 17, Inventory and Appraisement ..... 482-486
Fields, William H., Direct ..... 189-195
" " Cross-ex. ..... 195-198
" " Re-direct ..... 198
Farner, Charles P., Direct ..... 228-230
" " Cross-ex. ..... 230-233
" " Re-direct ..... 233
Fields, William H., Direct, Recalled ..... 253-254
" " Cross-ex. ..... 254-257
" " Further Direct ..... 257-262
Farner, Charles P., Direct, Recalled ..... 276
" " Cross-ex. ..... 276
Fireng, Mrs. Mary E., Direct ..... 292-294
" " " Cross-ex. ..... 294-295
" " " Re-direct ..... 295-296
" " " Re-cross ..... 296-297
Fields, William, Direct, Sur-rebuttal ..... 400-401
Final Decree ..... 410-413
Garwood, George L., Direct ..... 132-142
" " Cross-ex. ..... 142-144

Goodwin, Louis, Direct..... 338-342
" " Cross-ex. ..... 342-352
Gardner, William, Direct..... 370-375
Haines, Henry S., Direct..... 73-78
" " Cross-ex. ..... 78
Haines, I. Snowden, Direct..... 111-113
Haines, I. Snowden, Direct, Recalled..... 180-182
" " Cross-ex. ..... 182-183
Horn, Ledyard, Direct..... 185-186
" " Cross-ex. ..... 187
Haines, Henry A., Direct..... 188-189
" " Cross-ex. ..... 189
Jobes, Leander J., Direct..... 184-185
" " Cross-ex. ..... 185
Jessup, George W., Direct..... 282-283
" " Cross-ex. ..... 283-284
" " Re-direct ..... 284-285
" " Re-cross ..... 285-286
" " Further Re-direct..... 286
Kaplan, Louis M., Direct..... 305-307
Lewis, Griffith W., Direct..... 87-88
Marter, Edwin K., Direct..... 94-97
" " Cross-ex. ..... 97-98
" " Re-direct ..... 98
McCormick, James C., Direct..... 124-126
" " Cross-ex. ..... 127-132
McCormick, William A., Direct..... 164-165
" " Cross-ex. ..... 166-167
Notice of Appeal..... 414
Opinion ..... 402-409
Petition and Appeal..... 415-416
Roberts, Miss Susan, Direct..... 114-118
" " " Cross-ex. ..... 118-120
Rodman, Mrs. Estella M., Direct..... 120-122
" " " Cross-ex. ..... 122-124
Rosen, Miss Reba, Direct..... 319-324
" " " Cross-ex. ..... 324-334

Rosen, Miss Reba, Re-direct ..... 334
" " " Re-cross ..... 334
Schermerhorn, William E., Direct..... 171-173
" " Cross-ex. ..... 173-178
Schuyler, Samuel J., Direct..... 79-80
Shinn, Anderson, Direct..... 178-179
" " Cross-ex. ..... 179
Smith, Hannah, Direct..... 297-301
" " Cross-ex. ..... 301
Stafford, Joseph, Direct..... 108-111
Stein, Isaac, Direct..... 352-355
" " Cross-ex. ..... 355-370
Taylor, Joshua, Direct..... 81-82
" " Cross-ex and Re-direct..... 82
Watts, Ernest, Direct ..... 17
Worth, Minnie, Direct..... 14-16
Worth, Minnie, Recalled, Direct ..... 17-29
" " Cross-ex. ..... 29-60
" " Re-direct ..... 61-68
" " Re-cross ..... 68
Weaver, Henry B., Direct..... 90-92
" " Cross-ex. ..... 92-93
Whomsley, George C., Direct..... 216-219
" " Cross-ex. ..... 219-221
" " Re-direct ..... 221-222
Watts, Ernest, Direct..... 233-238
" " Cross-ex. ..... 238-249
" " Re-direct ..... 249-250
" " Re-cross ..... 250-253
Worth, Mrs. Minnie, Direct, Recalled..... 262-266
" " " Cross-ex. ..... 266-267
" " " Re-direct ..... 267
Worth, Anna, Direct..... 267-272
Worth, Mrs. Minnie, Direct, Recalled..... 273-274
Worth, Nettie, Direct..... 274-276
Watts, Ernest, Direct, Recalled... ..... 280-281
" " Cross-ex. ..... 281-282
Worth, Nathan, Direct ..... 375-396
" " Cross-ex. ..... 396-398
" " Re-direct ..... 399

# In Chancery of New Jersey.

*To his Honor, William J. Magie, Chancellor of the State of New Jersey:*

Nathan Worth, your orator, of Burlington, in the County of Burlington and State of New Jersey, respectfully represents and shows:

(1). That Firman Dubel, in his life time owned the following described premises, located in the City of Burlington, in said County: No. 1. Beginning at the northwest corner of said house on High Street aforesaid and corner to William I. Allinson's house, thence running Eastwardly along said Allinson's line one hundred and sixty-three feet to the south-east corner of said Allinson's lot; thence south six degrees east thirty-two feet five inches; thence south eighty-five degrees and thirty minutes west one hundred and forty-nine feet three inches; thence north eighty-three degrees west five feet two inches to a stake in the range with the southerly wall of said house and four feet from the corner thereof; thence to and along said wall thirty-eight feet to High Street aforesaid; thence northerly along said street thirty-two feet five inches to the place of beginning. Together with the privilege at all times hereafter of a four feet wide alley-way adjoining the southerly wall of said house and to extend back forty-three feet from the line of High Street, also the privilege of having windows and doors to open upon the said alley from the lower story of said house and likewise to have the free use and privilege at all times hereafter of a ten feet wide alley extending at right angles from Union Street along the bottom or northeast end

of said Allinson's lot and the lot hereby conveyed to the southeast corner thereof and with the privilege at any time hereafter of building against and upon the above mentioned wall excepting and reserving to Budd Sterling, his heirs and assigns forever the privilege of building against, adding to the height of and extending said wall four feet further back than it was July 5th, 1820, and the enjoyment of the equal privilege of said alleys.

Being the premises which George Reynolds, et ux, by deed dated May 31st, 1908, recorded in the Office of the Clerk of Burlington County, in Book of Deeds No. 333, pp. 157, granted and conveyed to Firman Dubel, in fee, and being known and designated as Nos. 303 and 305 High Street, Burlington, N. J.

No. 2. Beginning on the south side of Union Street in the range with the front of John Hitchen's brick dwelling-house and store and thirty-six (36) feet one inch and a quarter westwardly from the northwest corner of said house and about one hundred and seventy-seven feet seven and a half inches eastwardly from High Street, the footway thereon as fifteen feet six inches wide and extending thence (1) eastwardly along Union Street in a course with the front of the aforesaid house twenty-six feet three inches to land formerly of Budd Sterling, now used as an alley-way; thence (2) southerly along said alley-way and parallel with the wall of the aforesaid house, thirty feet seven and a half inches to John R. Dubell's other land; thence (3) westwardly along said Dubell's line twenty-six feet three inches to John C. Miller's corner; thence (4) northward along said Miller thirty-five feet and a half inch to the beginning.

Being the same premises which John R. Dubell, et ux, by deed dated May 31st, 1898, recorded in the Clerk's Office of Burlington County in Book of Deeds No. 333, pp. 128, &c., granted and conveyed to said Firman Dubel in fee. And being known and designated as Nos. 20 and 22 East Union Street, Burlington, N. J.

(2). That on or about the twenty-eighth day of December, one thousand nine hundred and four, the said Firman Dubel departed this life testate, and appointed in his will as the executor thereof Ernest Watts, who on the tenth day of January last, took letter of administration under said will, and that by the terms of said will said executor is empowered to sell the real estate of said Firman Dubel and execute and deliver deeds for the same.

(3). That during the life time of said Firman Dubel he sold the real estate described as aforesaid to your orator, on the second day of February, one thousand nine hundred and four, through and by the following instrument: "Burlington, N. J., February 2, 1904. Received from Nathan Worth two thousand five hundred dollars ($2500.) on account of purchase price for house and lots 303, 305 High Street, and 20 and 22 Union Street, Burlington, N. J., which I agreed to sell to him clear of all encumbrances for four thousand ($4000.), deed to be delivered on the payment of the balance of the money, but to continue paying rent as before, until balance is paid.—Firman Dubel."

(4). That your orator had rented said premises of said Firman Dubel prior to the execution of the paper set out in paragraph 3.

(5). That on June seventeenth, one thousand nine hundred and four, your orator paid said Firman Dubel two hundred and fifty ($250.00) dollars on account of the purchase price of said premises, and, on July eleventh, one thousand nine hundred and four, paid two hundred and fifty ($250.00) dollars on account of purchase price of said premises, and, on August fifteenth, one thousand nine hundred and four, paid three hundred ($300.00) dollars on account of the purchase price of said premises, and on the nineteenth day of September, one thousand nine hundred and four, paid two hundred ($200.00) dollars on account of the purchase price of said premises, and, on the eighteenth day of October, one thousand nine

hundred and four, paid one hundred and fifty ($150.00) dollars, on account of the purchase price of said premises, and, on November first, one thousand nine hundred and four, paid one hundred and fifty dollars ($150.00), on account of purchase price of said premises, and took receipts therefor, in writing from said Firman Dubel.

(6). That, on the fourth day of August, one thousand nine hundred and five, your orator tendered in legal tender of the United States of America, two hundred dollars, balance due on the purchase price of the said premises and at the same time, tendered a properly prepared deed from said Ernest Watts to your orator, and that said Ernest Watts refused either to accept the balance of said purchase money or execute and deliver said deed.

(7). That on the tenth day of January, one thousand nine hundred and five, your orator tendered, in legal tender of the United States of America the balance of the purchase price of said premises to said Ernest Watts, who refused to accept the same.

(8). That your orator duly paid the rent for said premises, according to the terms of the lease between said Firman Dubel and your orator.

(9). That the premises above described are the same premises named and designated in paragraph (3) of this bill.

To the end therefore, that the said defendant, Ernest Watts, executor as aforesaid, may, to the best of his knowledge, remembrance, information and belief, true and perfect answers make to all and singular the matters aforesaid, your orator hereby waiving pursuant to statute, the necessity of the answers of the defendant put under oath, as fully and particularly as if the same were hereby repeated and he distinctly interrogated thereto, and that a decree be made that said Ernest Watts, executor as aforesaid convey to your orator a title to the property described in paragraph "Three" of this bill in fee simple; and that your orator have such other and further relief

in the premises as may be agreeable to equity and good conscience.

May it please your Honor, the premises considered, to grant unto your orator, the State's writ of subpoena, issuing out of and under the seal of this Honorable Court, to be directed to said Ernest Watts, executor as aforesaid, commanding him by a certain day and under certain penalty therein to be expressed, to be and appear before this Honorable Court, then and there to answer all and singular the said premises, and to stand to, abide by, and perform such order and decree therein as to your Honor shall seem meet, and shall be agreeable to equity and good conscience.

And your orator, as in duty bound, will every pray, &c.

(Signed) JOHN W. WESCOTT,
Solicitor for and of Counsel with Complainant.

IN CHANCERY OF NEW JERSEY.

Between

NATHAN WORTH,

Complainant,

and

ERNEST WATTS, EXECUTOR, &C.,

Defendant.

ON BILL

AMENDED ANSWER.

1. This defendant by way of amended answer to complainant's bill of complaint, filed pursuant to order made in the above cause, bearing date the nineteenth day of September, one thousand nine hundred and seven, answering says, that he admits that the late Firman Dubel in his life time was the owner of the premises located in the City of Burlington,, particularly described in complainant's bill, and being so seized he departed this life on or about the twenty-eighth day of December, in the year of our Lord nineteen hundred and four, having first made and executed his last will and testament in writing, and codicils thereto, and wherein and whereby he did nominate and appoint this defendant the executor thereof, and did empower this defendant to sell the real estate of which the said Firman Dubel died seized; and that this defendant caused said will to be admitted to probate, and took out letters testamentary thereupon.

2. And this defendant further answering admits, that complainant was a tenant of the premises described in his bill of complaint, under the said Firman Dubel as his landlord, and had been such under a written lease between the parties bearing date the tenth day of June, nineteen hundred and two, at the monthly rental of forty

dollars ($40.00) per month, as will more fully appear by said lease, a duplicate original of which lease is now in the possession of this defendant and ready to be produced as this Honorable Court may direct and to which for greater certainty this defendant begs leave to refer; and this defendant says that the said complainant is still in possession of said premises and has paid no rent to this defendant since the death of the said Firman Dubel, and that at the time of the death of the said Firman Dubel the said complainant was in arrears, by his own admissions, for at least one month's rent, but whether he had paid all other installments of rent accruing under the said lease, this defendant is without knowledge, and leaves the complainant to such proof as he may be able to offer concerning the same; and this defendant avers that the said complainant is not in possession of said premises under the alleged agreement of purchase as set out in his said bill, but is there as tenant under said lease, and is indebted to this defendant for the rent that has accrued under said lease and is unpaid and the use and occupation of said premises since the death of the said Firman Dubel.

3. And this defendant further answering admits, that after the death of the said Firman Dubel, said complainant tendered to this defendant, the sum of two hundred dollars ($200.00), claiming that the same was the balance due the estate of the deceased, on account of the purchase of said premises as claimed and set out in complainant's bill, and also tendered to this defendant a deed for execution to complainant for said premises; that this defendant refused to accept the said sum of money and to execute said deed, because this defendant had no knowledge of any transactions between said complainant and the said Firman Dubel upon which any such tender could be based, and for the reason that from matters that had come to this defendant's knowledge concerning the relations between the complainant and the said Firman Dubel, and from defendant's knowledge of the financial circum-

stances of the complainant, as well as his knowledge of the business transactions of the said Firman Dubel and his manner of doing business, this defendant believed the claim of the complainant that he had entered into an agreement for the purchase of the said premises from the said Firman Dubel, to be false and fradulent.

4. And this defendant further answering says, that he denies that the said Firman Dubel in his life time, sold or agreed to sell the real estate and premises described in complainant's bill, to the said complainant, for the sum of money mentioned in the said bill, or for any other sum of money, and denies that the said Firman Dubel ever entered into any written agreement with complainant for the sale of said premises, and further denies that the said Firman Dubel ever entered into the written agreement set forth in complainant's said bill; and denies that said complainant ever paid to said Firman Dubel, the said several sums of money or any of them, on account of any agreement for the sale of said premises by said Firman Dubel to the complainant, as set out and mentioned in said bill.

5. And this defendant further answering says that the said Firman Dubel at the time of his death was eighty-five (85) years of age on the fourth day of October preceding his death; that for a long time before his death he had been in feeble health, and that his intellectual faculties had become dulled and enfeebled by over-indulgence in intoxicating liquors, disease and old age; that he was much addicted to the use of intoxicating liquors, and was under the influence thereof for the greater part of his time during the last year of his life, and this defendant avers, that by reason of his enfeebled condition, mentally and physically, and over-indulgence in the use of intoxicating liquors, the said Firman Dubel was, during the greater portion of the last year of his life, incapable of transacting business.

6. And this defendant further answering says, that the

said Firman Dubel was a man of frugal habits, close, economical and penurious, never doing anything for charity's sake or to help a friend, and never parting with anything he owned except for full consideration; that he was a person who might be easily imposed upon during the last year of his life by persons with whom he was accustomed to transact business, it being one of his characteristics to place unlimited confidence in those whom he thought he could trust, and that during the latter part of his life time, and particularly during the last year of his life time, the said Firman Dubel was accustomed to sign receipts for the payment of money, presented to him by persons with whom he had had dealings for any length of time, without reading the same, and with no knowledge of the same, accepting the statement of the parties presenting the receipts as being true statements of the contents of the papers which he signed.

7. And this defendant further answering says, that the said Firman Dubel was possessed of a large estate, and was in no need of parting with any of his property, and that he had refused to sell the premises in question, even though he had been offered a much higher price for the same than that mentioned in the said bill of complaint, and had also frequently refused to sell other real estate owned by him, or to change the character of his investments; and that after the date of the alleged agreement set out in complainant's said bill, the said Firman Dubel expended large sums of money in the repair and improvement of the said real estate and premises in question, some of which was expended only a few days before his death.

8. And this defendant further answering says, that the said premises set out in complainant's said bill were worth in the open market, at the time of said alleged agreement for the purchase of the same by said complainant of the said Firman Dubel, the sum of ten thousand dollars and upwards; that the said premises were at that time,

and are now, subject to a mortgage of two thousand dollars, with arrears of interest; that the said Firman Dubel in his life time, when in the possession of his faculties, always placed a high valuation upon his real estate, including the premises in question; that he refused at or about the time the lease with said complainant was made, to sell the property set out in the complainant's said bill, for a sum in excess of that for which the complainant alleges he purchased the same, and that the said premises at that time were badly out of repair and that afterwards large sums of money were expended by the said Firman Dubel in the repair of the same, before and at the time the said lease was made.

9. And this defendant further answering says, that he has been informed in such manner that he believes it to be true, that the said complainant was not financially able to purchase the said premises, or to make the payments set out in his said bill, and this defendant says he has endeavored in vain to trace the receipt of any of said moneys alleged by complainant to have been paid on account of said alleged purchase to the said Firman Dubel, or any disposition of any of the moneys by said Firman Dubel alleged to have been paid by said complainant to the said Firman Dubel in his life time, or to account in any way for any use which the said Firman Dubel made of the same, if paid to him.

10. And this defendant further answering says, that the said complainant well knew that this defendant had acted as the attorney of the said Firman Dubel during the latter part of the life time of the said Firman Dubel, and that this defendant drew the lease for the property in question, heretofore mentioned in this answer, and that the said Firman Dubel was accustomed to refer all matters of importance with relation to his affairs to this defendant; notwithstanding this knowledge on the part of the complainant, this defendant says that complainant never consulted him as the attorney of the said Firman

Dubel with respect to said alleged agreement of sale, nor made any communication to this defendant concerning the same during the life time of the said Firman Dubel, nor asked this defendant in any way to secure any more formal ratification of said alleged agreement of sale, and that complainant knew of the sickness and ill health of the said Firman Dubel before his death, and frequently visited him at his house, going into his bed-room alone and at times meeting this defendant at the house of the said Firman Dubel, and notwithstanding said complainant knew that this was the last illness of the said Firman Dubel, and that this defendant was the attorney of the said Firman Dubel, the said complainant never spoke to this defendant about the said alleged purchase of said premises or asked the aid of this defendant with respect to the same in any particular, until two days after the death of the said Firman Dubel, when the said complainant asked this defendant to assist him in obtaining title to the premises in question under said alleged agreement of sale; and defendant further says, that on the occasion of some or all of these visits made by complainant to the said Firman Dubel, during his said last illness, the said complainant took intoxicating liquors with him to the room of the said Firman Dubel, treating him to drinks and leaving bottles containing intoxicating liquors in the room of the said Firman Dubel, after his departure.

11. And this defendant further answering says, that he is informed in such manner that he believes it to be true, and therefore says, that said complainant also claims to hold another written agreement from the said Firman Dubel for the sale by the said Firman Dubel to the said complainant of the homestead, wherein the said Firman Dubel was living and in which he had lived for thirty years last past, and to which he was greatly attached, and for other real estate, for a sum of money greatly less than the real value of said homestead and said other real estate; that said complainant has made a like demand and

tender with respect to the same, which this defendant has refused for like reasons, and avers the same to be part of a general scheme of fraud by which complainant seeks to become the owner of valuable real estate of the said Firman Dubel, for a nominal consideration.

12. And this defendant further answering avers, that the claim of the said complainant, that he had entered into a written agreement with the said Firman Dubel for the purchase of the premises set out in the complainant's said bill, is fraudulent; that the consideration named is grossly inadequate, by reason whereof said alleged agreement is inequitable, unconscionable and unjust, and should not be enforced upon the heirs and devisees of the said Firman Dubel; and this defendant further avers that if the complainant secured the signature of the said Firman Dubel to any paper other than receipts for rent, the same was fraudulently obtained when he was incapable of transacting business, or by misrepresentation as to the character and nature of the paper to be signed; that the said alleged agreement of sale and said alleged receipts for parts of said alleged consideration, were imposed upon the said Firman Dubel for receipts for rent and that any signature to any paper purporting to be a contract for the sale of the premises in question for receipt of money on account thereof, was fraudulently obtained by undue influence exerted upon the said Firman Dubel by the said complainant, and at the time when the said Firman Dubel was not in the full possession of his mental faculties, or by imposing some paper other than what he was led to believe he was signing, and that the secrecy surrounding the transaction and said alleged agreement of sale, and receipts for payment on account, stamps the same as fraudulent.

13. And this defendant avers, that said complainant, knowing said Firman Dubel to be an old man physically and mentally weak and addicted to the use of intoxicating liquors, and accustomed to sign receipts for rent with-

cut reading, has fraudulently imposed upon said Firman Dubel and has been and is fraudulently endeavoring to obtain the valuable real estate of which the said Firman Dubel died seized for a nominal consideration, and that said alleged agreement and said alleged receipts set out in said bill, are part of the fraudulent scheme of said complainant.

14. And this defendant further answering says, that the said alleged agreement of sale set out in complainant's said bill, is indefinite, uncertain and incapable of execution, according to its terms, and is of no binding form as against this defendant; and this defendant prays the same benefit of this defence as though it were interposed by way of demurrer.

All of which matters and things this defendant is ready to aver, prove and maintain as this Honorable Court may direct, and prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained.

ECKARD P. BUDD,
Solicitor for Defendant

IN CHANCERY OF NEW JERSEY.

Between

NATHAN WORTH,

Complainant

and

ERNEST WATTS, EXECUTOR OF THE LAST WILL OF FIRMAN DUBELL, DECEASED.

CAMDEN, N. J., January 23, 1908.

Transcript of shorthand notes of the testimony taken in the above cause, at the final hearing, before his Honor, E. B. Leaming, one of the Vice-Chancellors of this State, at the Chancery Chambers in the City of Camden, on Thursday and Friday, January 23rd and 24th, 1908.

Appearances:

JOHN W. WESCOTT, Esq., and ALEXANDER J. BRIAN, Esq., of the Philadelphia Bar, for the Complainant.

ERNEST WATTS, JOSEPH H. GASKILL AND ECKARD P. BUDD, Esqs., for the defendant.

MINNIE WORTH sworn for complainant.

Direct examination by Judge Wescott:

Ques. Where do you live?
Ans. Burlington, N. J.
Ques. What is youh husband's name, please?
Ans. Nathan Worth.
Ques. How long have you lived in Burlington?
Ans. 16th of June it will be six years.
Ques. Have you a family?
Ans. Yes, sir.
Ques. How many children?
Ans. Four.
Ques. Young or old?

(Objected to as immaterial and irrelevant.)

The Court: I will ask counsel what the purpose is?

Judge Wescott: I want to show the relations between Mr. Dubel, the one who made this agreement, and Mr. Worth and his family.

The Court: I think it may be competent; the social relations may enter into the case; I am not sure that they will. I will allow it, it may become material.

Ques. How old are your children?
Ans. The oldest is 14, the next is 12, 10 and 4, the baby is four.
Ques. When you went to Burlington where did you reside?
Ans. On Front Street, Philadelphia.
Ques. No, I mean in Burlington, where did you reside in Burlington?
Ans. 503—I don't know the number, High Street.
Ques. Have you lived there ever since?
Ans. Yes, sir.
Ques. What business did your husband carry on?
Ans. Shoes and general merchandise.

Ques. Has he been in that same business in the same place ever since?

Ans. Yes, sir.

Ques. Do you know of whom your husband leases that property?

Ans. Yes, sir.

Ques. Of whom?

Ans. Of Mr. Dubel.

Ques. Do you know his first name?

Ans. Mr. Firman Dubel.

Ques. Are you familiar with his handwriting?

Ans. Yes, sir.

Ques. (Showing witness a paper) I show you—

Judge Gaskill: I don't think the witness has yet been qualified to prove handwriting.

Judge Wescott: I might remark that this lease is admitted in the answer.

Judge Gaskill: If that is the lease that is admitted in the answer that is all right, still that don't answer my point. If there is going to be any attempt to prove handwriting by this witness she must be qualified.

The Court: I think so too, if the witness is to say from her own knowledge, that this is the handwriting of Dubel, she must do so after showing that she has knowledge sufficient for that purpose.

Judge Wescott: May this witness then step aside for a moment?

The Court: Yes.

ERNEST WATTS sworn for complainant.

Direct examination by Judge Wescott:

Ques. You are the defendant in this case?
Ans. Yes.
Ques. I show you a lease, dated the 10th day of June, 1902, and ask you to look at the signatures and tell me whether—tell me whose signatures they are?
Ans. The signature of Firman Dubel and the signature of Nathan Worth.
Ques. Witnessed in your presence?
Ans. Yes, sir.

Lease offered in evidence and marked "Exhibit C1."
Not cross-examined.

---

MINNIE WORTH recalled.

Direct examination resumed by Judge Wescott:

Ques. While you were living in this house did you see much of Mr. Dubel?
Ans. Yes, sir.
Ques. Was he at your house frequently or infrequently?
Ans. Most every day, whenever he went for his paper in the morning he always used to stop in.
Ques. Do you know where he lived at that time?
Ans. Yes, sir.
Ques. Where?
Ans. I think on Stacy Street.
Ques. With whom did he live?
Ans. With his housekeeper.
Ques. Anybody else?
Ans. Nobody else.

Ques. Did Mr. Dubel have his meals sometimes at your house?

Ans. A few times.

Ques. Was the store in the same building where you lived?

Ans. Yes, sir.

Ques. Can you give the Chancellor some pretty accurate idea as to how often Mr. Dubel came to your house?

Ans. Well, Judge, it was pretty often, just as often as he was down town he was at our house.

Ques. In what part of the house did he come in?

Ans. In the store, used to come in the dining room; he was welcome whenever he came in. He knew that he was welcome.

Ques. Can you tell whether or not he gave any especial attention to your family?

Ans. Yes, sir, he used to often bring pears and eatables, what he used to raise in his yard, in his garden there.

Ques. What kind of vegetables did he bring?

Ans. Celery, onions, sickle pears.

Ques. Radishes?

Ans. Yes, sir, all those things whenever he had them, carrots, turnips.

Ques. Flowers?

Ans. Most of the time, whenever flowers was fitable to cut, I always had a bouquet of flowers. I went to see a sick person and many times he said, "Mrs. Worth, just come to our yard and help yourself if you need it," I always used to get cut flowers.

Ques. Did he or not give any special attention to your children?

Ans. Yes, sir, he invited them to his house and they used to go there and kept them there; thought a great deal of them.

Ques. Do you remember whether he gave things to your children?

Ans. Yes, sir.

Ques. What?

Ans. Fancy little things, eatables and flowers, and little toys; his housekeeper used to give them playthings.

Ques. How long did Mr. Dubel continue this sort of attention to you and your children?

Ans. From the time we moved to Burlington.

Ques. Down to the time he died?

Ans. Yes, sir.

Ques. Do you remember how long he was sick before he died?

Ans. A few weeks, not very long; he was not very long fast to bed.

Ques. During the time you were living in the house under this lease, did you ever see Mr. Dubel paid the rent money?

Ans. Yes, sir.

Ques. How frequently about did you see that?

Ans. Most every month, regularly, Mr. Worth paid, and I always used to notice it; I could not help noticing it, because I was always in the store.

Ques. Where was this rent money paid, in the store?

Ans. In the dining room, sometimes in the store, just wherever it happened to be.

Ques. What were these receipts kept in?

Ans. Pardon me?

Ques. What were these receipts kept in?

Ans. Mr. Worth used to keep them in the safe.

Ques. Were they kept on loose pieces of paper or in a book?

Ans. In a book.

Ques. Did you ever see Mr. Dubel sign these receipts?

Ans. Yes, sir.

Ques. Did you look at the receipts, ever?

Ans. Yes, sir, while I used to pass by I could not help glancing over it.

Ques. Did you have the book in your hand ever and see his signatures?

Ans. Yes, sir.

Ques. Are you familiar enough with his signature to tell?

Ans. Yes, sir.

Judge Gaskill: We object.

Judge Wescott: I wish to show the witness this book and ask her if the receipts for rent are kept in this book, and if she saw Mr. Dubel sign them and saw her husband pay him the money.

The Court: I don't think they object to that.

Ques. (Showing witness a book) Look at that carefully and see if that is the book?

Ans. There is the signature of Mr. Dubel.

Judge Gaskill: Objected to as not responsive, and I ask that it be stricken out.

The Court: Let her answer the question whether she has seen him sign these receipts or not.

Ques. The question is whether you saw Mr. Dubel sign any of these receipts?

Ans. Yes, I did.

Book referred to was offered in evidence.

Judge Gaskill: Subject, of course, to cross-examination.

Judge Wescott: Certainly, subject to anything.

Marked "Exhibit C2."

Ques. I want to call your attention to a matter I for-

got when we were on the subject: do you remember any incident about coal?

Ans. Yes, sir. You remember there was a panic in coal. Mr. Worth, my husband, went to Florence and he got a ton of coal, when he came with the coal to the house, Mr. Dubel happened to come along, and he said, "Mr. Worth, you have coal"; he said "Yes"; he said, "I haven't got a bit of coal in the house, and my housekeeper, Annie Clutch, is very sick;" and he said, "Mr. Dubel, as long as I have any you are welcome to have it;" he sent Billy Field for a push cart, and he filled up the push cart with coal and he wanted him, Mr. Field, to take it home; then Mr. Dubel said to Mr. Worth, "How much have I got to pay for it?" He said, "Nothing, Mr. Dubel," "Well," he said, "I shall not forget you."

Ques. Who was this Mr. Field?

Ans. Mr. Billy Field.

Ques. Do you know whether during your residence in Burlington, Mr. Dubel's relatives visited him?

Ans. He said once to me when he came, "Mrs. Worth, —we were there about two months—I have visited your place more in those two months than I visited my own nephew while he was living there several years," and he said, "my relatives do not dare to come on my steps."

Ques. You know while you were living there of any instance or of any time of his relatives calling on him?

Ans. No, sir, never did, as I know of.

Ques. Was this incident that you told us about of the coal, do you remember was that before Mr. Worth undertook to purchase the property?

Ans. Yes, sir, before.

Ques. Tell the Chancellor, if you please, as nearly as you can recollect it, what you know about your husband purchasing this property of Mr. Dubel, how it came about?

Ans. Yes, sir, the second day of February, 1904—

Judge Gaskill: Just one moment, I object to any testi-

mony touching any bargain or attempt to bargain or any purchase of the property in question unless the same is in writing. My notion is that oral testimony concerning it is inadmissible.

The Court: Touching the contract itself undoubtedly it is, unless there is some latent ambiguity in the contract. Touching the circumstances surrounding the execution of the contract, I should think the evidence would be competent,—that would be my judgment.

Judge Gaskill: There is no contract yet before the Court .

The Court: I know there is not.

Judge Wescott: The answer in multifarious ways declares this transaction is a fraud. I understand it is the habit of a court of equity to look particularly and fully and liberally into all the circumstances surrounding all the transactions which are attacked.

The Court: Yes, those circumstances will undoubtedly have to be gone into, and I can't see that it makes any material difference whether you go into them now or later.

Judge Gaskill: I don't object to it as not being the primary case.

(The question was then argued.)

Judge Wescott: The facts will have to get in some way, so I will proceed in another way to bring them in.

Ques. (Witness is shown paper dated February 2nd, 1904) and is asked if she has seen that paper before?

Ans. Yes, I have.

Ques. Did you see Mr. Dubel sign that paper?
Ans. Yes, sir.
Ques. Where was it signed?
Ans. In the dining room.
Ques. In your house in Burlington?
Ans. In our house, yes, sir.
Ques. In whose handwriting is that paper?
Ans. Mr. Worth's, and Mr. Dubel's signature.
Ques. Was that paper written by your husband in Mr. Dubel's presence?
Ans. Yes, sir.
Ques. Was that paper read to Mr. Dubel in your presence by your husband?
Ans. Yes, sir.
Ques. Did you see Mr. Dubel read that paper?
Ans. Mr. Worth handed it over to Mr. Dubel, and he took out his specs out of his pocket, and he looked that through and he said, "It is all right, Mr. Worth, it is right," and he signed it.
Ques. Did you see your husband pay him $2500?
Ans. Yes, sir, he took the money and he counted it and rolled it together and put it in his pocket, and then he signed his signature.
Ques. (By the Court) That was at the same time the paper was signed?
Ans. Yes, sir.

Paper offered in evidence and marked "Exhibit C3."

The paper is as follows:

(In printing there are these words):

"Office of Nathan Worth, Dealer in General Merchandise,, 303-305 High Street. Telephone Call No. 49, Burlington, N. J., Feb. 2, 1904." (Then in writing): "Received from Nathan Worth Twenty-five hundred dollars

($2500.00) on account of purchase price for houses and lots 303 and 305 High Street, and 20 and 22 Union Street, Burlington, N. J., which I agree to sell to him clear of all encumbrances for Four Thousand Dollars ($4,000.00), deed to be delivered on payment of the balance of money, he to continue paying rent as before until balance paid.

FIRMAN DUBEL."

Ques. (Further Direct) Do you know whether 20 and 22 Union Street were connected in anywise with 303 and 305 High Street?

Ans. Yes, sir.

Ques. How were they connected?

Ans. You mean the property?

Ques. Yes, did they join.

Ans. Yes, they joined in the yard, the back of it leads into the yard where we live.

Ques. You live in 303 and 305, as I understand it?

Ans. Yes, sir.

Ques. And that is on High Street?

Ans. Yes, sir.

Ques. Where is Union Street?

Ans. Just on the corner, not far. This is High Street and Union Street runs this way.

Ques. Are there any houses between 303 and 305 High Street and 20 and 22 Union Street?

Ans. Yes, there is a house between.

Ques. How do you get from 305 High Street to 20 Union Street?

Ans. We could get through the back way and through the front way. The back way leads into our way that we can go into the back.

Ques. I show you another paper dated June 17, 1904, and request you to look at it?

Ans. Yes, I have seen that before.

Ques. State whether you saw Mr. Dubel sign that paper?

Ans. Yes, sir, I did.

Ques. Where was it signed?

Ans. In the dining room of the house.

Ques. Did you on that occasion see your husband pay him $250.00?

Ans. Yes, sir.

Ques. Did he take the money?

Ans. Yes, sir, and put it in his pocket.

Ques. Do you remember whether the paper was read to him or whether he read it?

Ans. He took the paper, Mr. Worth read it.

Ques. To Mr. Dubel?

Ans. Yes, sir, and he looked through it and he signed his name and handed it over to Mr. Worth.

Paper referred to offered in evidence and marked "Exhibit C4," and is as follows:

"Office of Nathan Worth, Dealer in General Merchandise, 303 and 305 High Street, Telephone Call No. 49, Burlington, N. J. January 17, 1904.

Received of Nathan Worth Two Hundred and Fifty Dollars ($250.00) as payment for properties 303 and 305 High Street and 20 and 22 Union Street, Burlington, N. J., agreed to be sold by me to him as per receipt of February 2, 1904,

FIRMAN DUBEL."

Ques. I show witness another paper dated July 11, 1904, and ask you to look at that?

Ans. Yes, sir, that is also Mr. Worth's handwriting and Mr. Dubel's signature.

Ques. Did you see Mr. Dubel sign that paper?

Ans. Yes, sir.

Ques. Do you recall where it was signed?

Ans. In the dining room this was also signed.

Ques. Did you see your husband pay him $250.00 on that occasion?

Ans. Yes, sir.

Ques. Did he take it?

Ans. Yes, sir, and put it in his pocket.

Ques. Did Mr. Dubel read this paper?

Ans. Yes, sir, he looked it through himself.

Ques. Did your husband read it to him?

Ques. Yes, sir.

Offered in evidence and marked "Exhibit C5," and is as follows:

"Office of Nathan Worth, dealer in General Merchandise, 303 and 305 High Street. Telephone Call No. 49, Burlington, N. J. July 11, 1904.

Received of Nathan Worth Two Hundred and Fifty Dollars ($250.00) as payment for properties 303 and 305 High Street and 20 and 22 Union Street, Burlington, N. J. agreed to be sold by me to him as per receipt of Feb. 2, 1904.

FIRMAN DUBEL."

Ques. (Witness is shown a receipt dated August 15, 1904, and asked if she saw Mr. Dubel sign that) Look at it carefully now?

Ans. Yes, sir, that is Mr. Worth's writing and Mr. Dubel's signature.

Ques. Did you see your husband pay him $300.00 on that occasion?

Ans. Yes, sir.

Ques. Did your husband on that occasion read him this receipt?

Ans. Yes, sir.

Ques. Did Mr. Dubel examine it?

Ans. Yes, sir, he looked through it and then he signed his name and handed it over to Mr. Worth.

Ques. Did he take the $300.00?
Ans. Yes, sir.

Paper referred to offered in evidence and marked "Exhibit C6," and is as follows:

"Office of Nathan North, Dealer in General Merchandise, 303 and 305 High Street. Telephone call No. 49, Burlington, N. J. August 15, 1904.

Received of Nathan Worth Three Hundred ($300.00) Dollars as payment for properties 303 and 305 High Street and 20 and 22 Union Street, Burlington, N. J., agreed to be sold by me to him as per receipt of February 2d, 1904.

FIRMAN DUBEL."

Ques. I show you receipt dated September 19, 1904, and ask you if you saw Mr. Dubel sign that receipt?
Ans. Yes, sir, I did.
Ques. On that occasion did you see your husband pay him $200.00?
Ans. Yes, sir.
Ques. Did he take the money?
Ans. Yes, sir, and put it in his own pocket.
Ques. Was that receipt read by anybody on that occasion.
Ans. By Mr. Dubel, Mr. Worth read it to him and handed it to Mr. Dubel, and he looked through it and signed it and then he handed it over to Mr. Worth.
Ques. These receipts up to this time, as I understand, were all signed in the dining room?
Ans. Yes, sir.

Paper referred to offered in evidence and marked "Exhibit C7," and is as follows:

BURLINGTON, N. J., Sept. 19, 1904.

Received of Nathan Worth Two Hundred Dollars ($200.00) as a payment for properties 303 and 305 High Street and 20 and 22 Union Street, Burlington, N. J., agreed to be sold by me to him as per receipt of Feb. 2d, 1904.

FIRMAN DUBEL."

Ques. Do you know whether or not your husband sometimes wrote these receipts in his own office in the store and then brought them into the dining room?

Ans. No, sir, mostly he did it in the dining room.

Ques. Do you know whether he always did?

Ans. He did the receipts; he wrote the receipts in the dining room.

Ques. I show you a receipt, dated October 18, 1904, and ask if you saw Mr. Dubel sign that receipt?

Ans. Yes, sir, indeed Mr. Worth wrote it, and handed it to him and he looked over it and he signed his name and he handed it back to Mr. Worth.

Ques. Did you see your husband give him $150.00 on that occasion?

Ans. Yes, sir.

Ques. Did Mr. Dubel take the money?

Ans. Yes, sir, and put it in his pocket.

Paper referred to offered in evidence and marked "Exhibit C8," and is as follows:

"BURLINGTON, N. J., October 18, 1904

Received of Nathan Worth One Hundred and Fifty Dollars ($150.00) as a payment for properties 303 and 305 High Street and 20 and 22 Union Street, Burlington, N. J., agreed to be sold by me to him as per receipt of February 2, 1904.

FIRMAN DUBEL."

Ques. (Witness is shown receipt dated November 1st, 1904, and asked) if she saw Mr. Dubel sign that?

Ans. Yes, sir, I did see him sign it. Mr. Worth wrote that and read it to him and handed it over and Mr. Dubel looked over it and signed his name and handed it over to Mr. Worth, and Mr. Worth handed him the $150.00.

Ques. Did Mr. Dubel take it?

Ans. Yes, sir, and put it in his pocket.

Paper referred to offered in evidence and marked "Exhibit C9," and is as follows:

"Office of Nathan Worth, Dealer in General Merchandise, 303 and 305 High Street. Telephone Call No. 49, Burlington, N. J., November 1, 1904.

Received of Nathan Worth One Hundred and Fifty Dollars, ($150.00). as a payment for properties 303 and 305 High Street and 20 and 22 Union Street, Burlington, N. J., agreed to be sold by me to him as per receipt of February 2, 1904.

FIRMAN DUBEL."

Ques. That is all.

Cross-examination by Judge Gaskill:

Ques. You are the wife of Nathan Worth, the complainant in this suit, are you not?

Ans. Yes, sir.

The Court: What is the date of the death of Mr. Dubel?

Mr. Watts: December 28, 1904.

Ques. You know what this suit is about?

Ans. Yes, sir.

Ques. What do you understand is involved in this suit?

Judge Wescott: Objected to.

The Court: I think that would be competent as cross-examination. It might even be competent if it related to nothing more than to ascertain the interest of the party. It might affect the credibility of her testimony.

Ans. What I understand is that Mr. Worth bought the property of Mr. Dubel and he paid him and I was a witness—

Ques. And he is now trying to get a deed for it through the court?

Ans. Yes, sir.

Ques. Do you know how much the property is worth?

Ans. Well, I don't know, I could not tell you, sir.

Ques. Worth ten to fifteen thousand dollars, is it not?

Objected to.

Ans. I could not tell you.

Ques. Don't you know that it is worth a very large sum of money?

Ans. I could not tell you the value of it, sir.

Ques. The store and house that were on High Street were the premises that you and your husband occupied together?

Ans. Yes, sir.

Ques. The house is back and over the store, is it not.

Ans. Yes, sir.

Ques. And the other properties are around the corner on the side street, are they not?

Ans. Yes, sir.

Ques. There are several properties between this High Street property and the corner of the street?

Ans. Yes, sir.

Ques. And some properties between the corner of the Street and these other houses that are on the side Street?

Ans. Yes, sir.

Ques. Who was occupying the property on the side street, Union Street?

Ans. The Salvation Army.

Ques. Did they occupy that property all the time that you had occupied the High Street property?

Ans. Yes, sir.

Ques. You didn't know Mr. Dubel before you moved to Burlington?

Ans. No, sir.

Ques. When was it you moved to Burlington?

Ans. The 16th of June.

Ques. Of what year?

Ans. On the 16th of June it will be six years.

Ques. The 16th of next June it will be six years?

Ans. Yes, sir.

Ques. Six from 1908 would be 1902?

Ans. I suppose so.

Ques. Where were you living at the time you moved to Burlington?

Ans. On Front Street, Philadelphia, Front and York.

Ques. How long had you lived there?

Ans. About two years.

Ques. How came you to move away from Front Street, Philadelphia?

Ans. We inquired about my husband's health and the doctor told him to move to the country.

Ques. What business were you in on Front Street, Philadelphia?

Ans. Shoe business.

Ques. How long had you carried on that business there?

Ans. Over two years.

Ques. Where were you before that?

Ans. On South Street.

Ques. Whereabouts on South Street?

Ans. Between 6th and 7th.

Ques. What business were you carrying on there?

Ans. Shoes and general merchandise.

Ques. How came you to move from South Street down to Front Street?

Ans. We wanted to open a larger place.

Ques. Where was it you had the fire and were burned out?

(Objected to as not cross-examination.)

Judge Gaskill: It will enter into the resources of these people as to where they got this large amount of money.

The Court: You propose to show that they didn't have this money and could not have paid it.

Judge Gaskill: Yes, sir.

Judge Wescott: If that is the purpose we don't object to it; but this burning the house down, I do object to that.

The Court: Proceed then on the theory that it was impossible for them to raise this money.

Ans. It was a defective flue of the heater in the chimney.

Ques. Where was it, Front Street or South Street?

Ans. Front Street.

Judge Wescott: I don't object to their showing that Mr. Worth hadn't the money to pay Mr. Dubel, but I do object to the going into the conflagration of this house; what caused it.

The Court: The cause of the conflagration is entirely irrelevant, but I think if counsel means to make as a defence the impossibility of Mr. Worth by reason of his former life, to have raised the money which he claims to have paid, that the examination may be competent as a cross-examination of this witness; although this witness has not testified touching the means at all, and it may be outside of the scope of the direct examination,—if that is made as a ground of objection—

Judge Wescott: I was not going to object on that ground, but I do; I do not object to the fairness of this thing being inquired to, but I do object to any imputation against the character of this complainant, that he burned the house down.

Judge Gaskill: I don't say that he burned the house down, but suppose I show that he had a fire and all his property was destroyed, and he and his wife moved up there poor people?

The Court: I think that will be part of your direct case. I do not think it is proper cross-examination, and it is not within the scope of the direct examination, and I overrule it.

Ques. Didn't you lose a large portion of your stock and furniture in the fire at Philadelphia?

Ans. Where was that, on Front Street?

Ques. Anywhere in Philadelphia?

Ans. On Front Street it was, it was an accident of the heater on a Sunday.

Ques. Didn't you lose a large portion of your furniture and stock and goods in that fire?

Ans. Yes, sir, accidentally, certainly a little.

Ques. How soon after that was it that you moved to Burlington?

Ans. In a short time.

Ques. When you say a short time do you mean a week or a month?

Ans. No, sir, several months.

Ques. What were you doing in the meantime in the way of business?

Ans. We were selling out stock.

Ques. Selling the damaged stock off.

Ans. Selling our stock and new, there was not much damaged.

Ques. How large a house is this connected with this store on High Street, Burlington, how many rooms?

Ans. About 16 rooms, of course, they are small rooms.

Ques. How many rooms are there on the ground floor, the same floor that the store is on?

Ans. Four rooms, two rooms and the store.

Ques. What rooms are they?

Ans. They are pretty good sized rooms.

Ques. What are they used for, dining room and kitchen?

Ans. We have a kitchen and a dining room, yes, sir.

Ques. And a parlor upstairs over the store front?

Ans. Yes, sir.

Ques. And bed rooms on that same second story?

Ans. Yes, sir.

Ques. And bed rooms in the third story?

Ans. Well, small rooms.

Ques. Now you have lived in Burlington the last six years?

Ans. Yes, sir.

Ques. What help have you had in your housekeeping.

(Objected to on the ground that it is not material or cross-examination.)

Judge Gaskill: I think it may throw some light upon the facilities and opportunities that this woman had for

seeing the things that she said she saw, and also upon the circumstances—

Judge Wescott: If it is for the purpose of showing that she had no opportunity of seeing what she says she saw, I will not object.

The Court: If complainant's counsel insists that the cross-examination shall be within the exact scope of the direct, I shall hold counsel strictly to that and sustain the objection.

Ques. Did you do your own work?

(Objected to as not cross-examination.)

The Court: That may be competent in so far as it may indicate that she didn't have the opportunity of seeing what she claims she did.

Judge Wescott: I have already stated that for that purpose I don't object to it.

(Objection overruled.)

Ques. Did you do your own work the six years while you were in Burlington?

Ans. I always had a girl, I attended to the business in the store.

Ques. Were there two stores in the front part of this building?

Ans. Two stores, one is very little and the other one just full size, but small, not very large.

Ques. Did you run one of the stores and your husband the other?

Ans. We both ran them together.

Ques. One store was a shoe store, was it not?

Ans. Yes, sir.

Ques. And the other was a ladies' trimmings and so on?

Ans. Yes, sir.

Ques. You had charge of the ladies' side?

Ans. If customers came in for a pair of shoes I sold them.

Ques. When was the first time that you saw Mr. Dubell?

Ans. The first time, we moved in the 16th of June, the first day in Mr. Watt's office.

Ques. You saw Mr. Dubel there that day?

Ans. Yes, sir.

Ques. Was that the day the lease was signed?

Ans. Yes, sir.

Ques. Who drew the lease?

Ans. Mr. Watts.

Ques. Who drew the first receipt for the rent?

Ans. Mr. Watts.

Ques. Mr. Watts was Mr. Dubel's attorney was he not?

Ans. Yes, sir.

Ques. You knew that to be the fact?

Ans. Yes, sir.

Ques. Mr. Watts didn't draw any of these papers, these receipts or this agreement?

Ans. No, sir, for Mr. Dubel—

Ques. No, wait a minute.

Ans. Pardon me!

Ques. You never said anything about these to Mr. Watts until after Mr. Dubel's death.

Ans. That was his wish, Mr. Dubel's wish.

Ques. I didn't ask you his wish, I asked you the plain question, you didn't say anything to anything to Mr. Watts about these until after Mr. Dubel's death?

Ans. No.

Ques. How many times did Mr. Dubel sit down to the table with you and the family and eat meals with you?

Ans. Well, some meals, when he liked it he sat down and joined with us, and sometimes he came in when he had his meal and he didn't care, but whenever he came in he always liked to have a taste of something, I could not count how many times.

Ques. You can't give us any idea how many times he ever took meals with you?

Ans. No, sir, I could not tell you.

Ques. What toys did he ever give to your children?

Ans. Toys in the house, what had laid around, Mrs. Clutch the housekeeper used to give to the children.

Ques. What did Mr. Dubel ever give to the children?

Ans. Eatable things, as flowers and pears and such things as that.

Ques. That grew in his own yard?

Ans. Yes, sir.

Ques. Did he ever give the children any toys?

Ans. Well, he used to buy little things, he gave them to the children, little toys, five cents or something like that.

Ques. How many times did he ever give the baby a five cent toy?

Ans. Not often, he always used to give eatables.

Ques. How many times did he do that?

Ans. I could not tell you.

Ques. Did he do it more than once?

Ans. I could not tell you, I am very sorry I could not tell you.

Ques. Was he along with Miss Clutch when Miss Clutch gave the children anything?

Ans. Yes, sir.

Ques. Was he along with Miss Clutch when she gave the children anything?

Ans. When the children—

Ques. No, answer the question; were the two together?

Ans. Together, always together.

Ques. What was it Miss Clutch ever gave to any of your children when Mr. Dubel was present?

Ans. Little things.

Ques. Name them?

Ans. I could not tell you the name, I could not remember, it has been quite a while.

Ques. How many times did she in Mr. Dubel's presence ever give the children any little toys or anything?

Ans. I could not tell you.

Ques. And you cannot tell what they were?

Ans. No, sir, I could not tell you.

Ques. Mr. Dubel, you say, frequently got a little taste of things at your house?

Ans. Yes, sir.

Ques. How many times did you give him anything to drink?

Ans. I didn't give him anything to drink, a glass of water.

Ques. How many times did he get anything to drink in the house to your knowledge beside water?

Ans. Beside water, I don't know of anything.

Ques. You never saw him drink anything in the house but water?

Ans. No, sir, I never saw him drunk.

Ques. Did you ever see him under the influence of liquor?

Ans. No, sir.

Ques. What time of the day have you seen him?

Ans. I could not tell you, sir.

Ques. Have you seen him in the morning?

Ans. Yes, sir, when he used to go for papers.

Ques. Have you seen him at noon time?

Ans. Sometimes when he was on the street.

Ques. Have you seen him in the afternoon?

Ans. Whenever he was down town he used to come in.

Ques. Have you seen him in the afternoon?

Ans. Whenever he was down town.

Ques. That don't answer the question, have you seen him in the afternoon?

Ans. Yes, sir.

Ques. And towards evening?

Ans. Many times.

Ques. Do you say that on none of these occasions you never saw him under the influence of liquor?

Ans. No, sir.

Ques. Don't you know it to be a fact that during the last years of his lifetime, that every day towards night he got drunk?

Ans. I don't know of any.

Ques. You never saw him drunk?

Ans. No, sir.

Ques. Never saw him under the influence of liquor at all?

Ans. No, sir.

Ques. Were you born in this country?

Ans. No, sir.

Ques. Will you please read this paper to me,—showing the witness "Exhibit C9?"

Ans. I am sorry, I can't read, Judge?

Ques. You can't read?

Ans. I can't read well.

Ques. You can't read that paper?

Ans. I can read a little, but I am ashamed to tell you I am not very well educated in English, I can tell my husband's writing.

Ques. I ask you whether you can read the paper?

Ans. I can't, that is all about it, but I can tell the signature of Mr. Dubel.

Ques. You simply see the name of Firman Dubel on that paper?

Ans. Yes, sir, and I can see my husband's writing, I can read to myself, but I can't read for the public.

Ques. Because you see some writing on that paper by your husband and the signature of Mr. Dubel, you think that is one of the papers?

Ans. I can read every word to myself, I can read it.

Ques. That is one of the papers you saw signed?

Ans. Yes, sir.

Ques. But you didn't sign it as a witness?

Ans. No, sir.

Ques. And you didn't put any marks on it that helps you identify it?

Ans. No, but—

Ques. I didn't ask you that.

Judge Wescott: Just answer the questions or he will jump all over you if you don't.

Ques. Showing you this paper, what day of the week was it that that paper was signed?

Ans. February 2nd.

Ques. The 2nd of February?

Ans. This paper, no, sir; this was signed $150.00—that is the reason I say I can't read.

Ques. Then you can't tell what day of the week this paper was signed on?

Ans. I don't remember.

Ques. This is the last one of the receipts that were shown you, can you tell me what day of the month that was signed on?

Ans. (Witness takes paper) 1904.

Ques. What day of the month?

Ans. I can't read it.

Ques. Did you hear your husband read these papers to—

Ans. Mr. Dubel.

Ques. He read them in full?

Ans. Yes, sir.

Ques. Dates and all?

Ans. Yes, sir.

Ques. And they were signed on the days that they were dated?

Ans. Yes, sir.

Ques. All of them?

Ans. The date was given.

Ques. And you know that the date that was given was the date that they were actually signed?

Ans. Yes, sir.

Ques. You are very sure of that?

Ans. Yes, sir, the date that the money was given he signed.

Ques. And that date was put on the papers?

Ans. Yes, sir.

Ques. I show witness the receipt book, "Exhibit C2?"

Ans. That is Mr. Dubel's signature.

Ques. You said in answer to Judge Wescott's questions that you saw Mr. Dubel sign some of those receipts?

Ans. Yes, sir.

Ques. Which of them was it you saw him sign?

Ans. I could not tell you that, I can't recollect.

Ques. How many of them did you see him sign?

Ans. I seen several of them, but I can't give you the amount of them.

Ques. Do you know how many receipts there are in this book from Mr. Dubel?

Ans. We can count.

Ques. Will you count them?

Ans. (Counting) There are eight.

Ques. How many of those eight which you have thus counted from the receipt book did you see Mr. Dubel sign?

Ans. I have seen several signed.

Ques. How many of the eight?

Ans. I could not tell you.

Ques. Did you see all of the eight signed?

Ans. I don't know, I seen some but I could not tell you how many.

Ques. Did you see half of them signed, four?

Ans. I could not tell you.

Ques. Did you see two of them signed?

Ans. I could not tell you how many I seen signed.
Ques. You know you saw more than one?
Ans. Oh, sure.
Ques. Did you see the first receipt signed?
Ans. Yes, sir.
Ques. The first one of all?
Ans. Yes, sir.
Ques. Where was that signed?
Ans. At Mr. Watt's office.
Ques. You were along with Mr. Worth at the time that was signed, were you?
Ans. Yes, sir.
Ques. Did you go up to Burlington along with your husband when he first went up there?
Ans. Yes, sir, when we moved, you mean?
Ques. No, did he go up and sign the lease before you moved up?
Ans. No, sir, when we moved up, the same day.
Ques. You moved up the same day the lease was signed?
Ans. Yes, sir.
Ques. How long after that was it that the first month's rent was paid?
Ans. When the month expired.
Ques. Are you sure of that?
Ans. Yes, sir.
Ques. You were present in Mr. Watt's office and saw it signed?
Ans. Yes, sir.
Ques. After the first receipt that was written by Mr. Watts, who wrote the other receipts?
Ans. Mr. Worth.
Ques. Your husband?
Ans. The receipts for rent?
Ques. Yes, who wrote them after the first one?
Ans. Mr. Worth.
Ques. Did your husband ever pay Mr. Dubel anything on account of rent, part of the rent?

Ans. No, sir.

Ques. Always paid it in full?

Ans. Yes, sir, every month paid it in full.

Ques. Did you see the money counted out when you saw the receipts signed that you have spoken of?

Ans. Whenever I saw him, I saw the money counted by Mr. Dubel.

Ques. How was the rent paid, in cash or in checks?

Ans. In cash.

Ques. Did you keep a bank account?

Ans. For business transactions, Mr. Worth would some but mostly he had cash with him, that was his tools.

Ques. What do you mean, that was his tools?

Ans. He used to buy jobs of merchandise and sell it, that you have got to have cash for.

Ques. He kept a bank account?

Ans. Yes, sir.

Ques. You knew that?

Ans. Yes, sir.

Ques. He never gave any checks on that bank to Mr. Dubel?

Ans. No, sir, Mr. Dubel never cared for it.

Ques. I didn't ask you that. At the time the agreement was signed for the sale of this house was any other paper signed at that time?

Ans. No, sir.

Ques. What time of the day was that signed?

Ans. It was in the morning between, as I recollect, ten and twelve.

Ques. Who wrote the paper?

Ans. Mr. Worth.

Ques. When did he write it?

Ans. When he sold him the house.

Ques. Was Mr. Dubel there when Mr. Worth wrote the paper?

Ans. Yes, sir.

Ques. Whereabouts were you?

Ans. In the dining room.

Ques. Who was tending the store?

Ans. Between the times in the morning it was rather slow, there is not much business going on in the morning.

Ques. Nobody was in the store then?

Ans. No, sir, sometimes we can sit for a couple of hours and not do anything.

Ques. You and Mr. Worth were both in the dining room with Mr. Dubel?

Ans. Yes, sir.

Ques. Nobody else was there?

Ans. No, sir.

Ques. Where did Mr. Worth get the money from that he paid Mr. Dubel with?

Ans. I don't know.

Ques. Where did he take it from at the time he handed it over?

Ans. He took it out from a wallet out of his vest pocket.

Ques. Do you know where he had kept that money?

Ans. With him, always carried it with him.

Ques. You knew that he had it?

Ans. Yes, sir, I knew that he had it.

Ques. You had seen it before?

Ans. I seen it when he counted it to Mr. Dubel.

Ques. Had you seen it before that?

Ans. Yes, sir, I seen him counting the money but I didn't know how much he had there.

Ques. How long had he that money as far as you know?

Ans. I could not tell you.

Ques. When did you first see it?

Ans. When he counted it to him.

Ques. You didn't see it before then?

Ans. I seen him counting the money that he had for business, but I didn't know how much he had there.

Ques. What kind of money, what sort of bills was it?

Ans. What I glanced at was fifties, twenties and hundreds.

Ques. How many hundred dollar bills were there?

Ans. I could not tell you.

Ques. It was all in twenties and hundreds?

Ans. Yes, sir.

Ques. Didn't you see the money counted out?

Ans. Yes, sir.

Ques. Can't you recall.

Ans. No, sir, I could not tell you how many of each it was, no, sir.

Ques. Where there more hundred dollar bills than twenties, or more twenties than hundreds?

Ans. I could not tell you.

Ques. Why was it that you put in this paper, "clear of all encumbrances," this contract of sale?

Ans. What do you mean, sir?

Ques. "Clear of all encumbrances," why did you put that in the paper; what did Mr. Dubel or Mr. Worth say about that?

Ans. He called his attention, about fixing part—Mr. Worth asked Mr. Dubel about fixing up the house, and he said "I will attend to that and that is all clear what you pay on, and I will attend to the fixing."

Ques. Was anything said about any mortgage?

Ans. No, sir.

Ques. Did Mr. Dubel say the house was clear?

Ans. I don't remember.

Ques. Wasn't anything said about there being a mortgage on the property?

Ans. I never heard that.

Ques. And also interest due on it?

Ans. I didn't hear that, sir.

Ques. Didn't your husband explain to Mr. Dubel there why it was he put in "clear of all encumbrances?"

Ans. I never heard of the other things, what I heard

of this was when they bought and they paid the amount and he signed and that is what I seen and heard.

Ques. That don't answer what I ask you. What was it your husband said to Mr. Dubel or Mr. Dubel said to your husband about "clear of encumbrance," when this paper was signed?

Ans. It is all clear of the fixings, this is all clear,—I don't understand you.

Ques. All that was said about this being clear, was that it was clear of the cost of fixing it up?

Ans. Yes, sir.

Ques. He had fixed it up recently?

Ans. Yes, sir.

Ques. Not long before?

Ans. Yes, sir, that is what he told Mr. Worth.

Ques. What repairs had he done to the house just before this time?

Ans. A little, what it needs in the house.

Ques. Hadn't he done considerable repairs there?

Ans. He painted the back kitchen before he died.

Ques. Anything else?

Ans. Fixed the kitchen carpet, the ceiling was giving away and the floor was giving away and he fixed that.

Ques. Put in a new floor?

Ans. Not all, just by the cupboard.

Ques. How about the bath tub?

Ans. That was quite a while ago.

Ques. Was that fixing of the bath tub before or after this agreement for the sale of the property?

Ans. I could not remember when that was, sir.

Ques. When was it the steam heater was put in order, before or after?

Ans. That was before.

Ques. When was it he put in the additional heating apparatus throughout the house, before or after this sale?

Ans. That I could not remember.

Ques. Didn't he do considerable work on the house

after the time you say this paper was signed agreeing to sell it to your husband?

Ans. Yes, sir, that is what he said, when Mr. Worth asked him on what arrangement he was going to sell the property, well, he said, "You pay me as much as you can, and the balance be paid with the rent and— (the balance of the answer was objected to and stricken out.)

Ques. (Question repeated.)

The Court: Do you understand that?

Ans. Yes, sir.

Ques. Did he or not?

Ans. Yes, sir.

Ques. This $2500, did you help count it?

Ans. No, sir.

Ques. Who did count it?

Ans. Mr. Worth.

Ques. Did Mr. Dubel count it?

Ans. After Mr. Worth was through he handed it to Mr. Dubel and Mr. Dubel took his specs out and put it on and recounted it and rolled it together and put it in his inside pocket.

Ques. Was that $2500 that you have just talked about, paid at the time this agreement was signed, or was not that the money that was paid at the time you bought the homestead that he lived in, the other property?

Ans. No, sir, it was when we bought the house that we live in.

Ques. You are sure that was the time when you bought this house?

Ans. Yes, sir.

Ques. And not the time you bought the homestead where he was living?

Ans. Yes, sir.

Ques. You have got another paper for the other property, haven't you?

Ans. Yes, sir.

Ques. And you saw that signed too?

Ans. Yes, sir.

Ques. And you saw the money paid at that time?

Ans. Yes, sir.

Ques. Now, was not this $2500 paid at the time you bought the homestead?

Ans. No, sir.

Ques. You are sure of that?

Ans. Positive.

Ques. How much money was paid at the time you claim you bought the homestead?

The Court: Are there two suits pending?

Judge Gaskill: No, they have never brought any suit on the other agreement yet.

Ans. I don't remember.

Ques. Was it before or after the time you say you bought the store property?

Ans. First we bought the store property.

Ques. And the houses on Union Street?

Ans. Yes, sir.

Ques. And then it was afterwards you bought the homestead where the old gentleman lived?

Ans. Yes, sir.

Ques. Where he got the fruit from that he brought to you?

Ans. Yes, sir.

Ques. Do you remember how much money was paid at that time?

Ans. I got to see that, I forget about that all.

Ques. That was not as much as $2500?

Ans. No, sir.

Ques. You are sure you haven't got the two mixed?

Ans. No, sir, positive.

Ques. And you don't remember how much you paid this other time?

Ans. I will see by the paper, I can't remember exactly.

Ques. The first time you went to Burlington, was at the time you moved up with your family to live there, or had you been there before?

Ans. No, sir, I never knew that I was in Burlington.

Ques. The first time you were there was the first time you moved up with your family?

Ans. Yes, sir.

Ques. You are sure of that?

Ans. Yes, sir.

Ques. The lease hadn't been signed before you moved up?

Ans. No, sir.

Ques. It was signed the day you moved up?

Ans. Yes, sir.

Ques. You are sure of that?

Ans. Yes, sir, on the 16th.

Ques. You are sure of that?

Ans. Yes, sir, on the 16th I know, I think it was on the 16th. I know the day we moved up was the 16th.

Ques. You are sure that the 16th is the day you moved up there?

Ans. I know it was the 16th of June.

Ques. When you moved up there?

Ans. Yes, sir.

Ques. And you hadn't been up there before?

Ans. No, sir.

Ques. You were not there on the 10th of June, six days before you moved up?

Ans. No, I was on the 16th, I think it was, I think it was on the 16th.

Ques. Where was the first receipt for money on account signed?

Ans. In the dining room.

Ques. What time in the day?

Ans. Between ten and twelve.

Ques. You and your husband and Mr. Dubel there again?

Ans. No, sir.

Ques. And nobody in the store?

Ans. No.

Ques. And how much money was paid that first time?

Ans. $2500.

Ques. No, after the $2500 was paid how much was the next payment?

Ans. $250.00.

Ques. Where did Mr. Worth get that money from?

Ans. I don't know.

Ques. What kind of money was it he paid over?

Ans. I can't remember, sir.

Ques. Did you see him count it?

Ans. The next time you are asking me?

Ques. This $250.00, did you see Mr. Worth count it?

Ans. Yes, sir.

Ques. You don't remember what kind of bills it was?

Ans. I could not remember, sir.

Ques. You could tell a fifty dollar from a hundred?

Ans. I can, but I can't remember what kind it was.

Ques. You know the denomination of bills, fives, tens, twenties and so on?

Ans. I guess I know a little.

Ques. How much was paid the next time?

Ans. $250.00.

Ques. Another $250.00 was paid?

Ans. Yes, sir.

Ques. Where was that paid?

Ans. Also in the dining room.

Ques. What time of the day?

Ans. Between ten and twelve.

Ques. You and Mr. Worth and Mr. Dubel there alone?

Ans. Yes, sir.

Ques. And no one in the store?

Ans. No.
Ques. What kind of money was paid that time?
Ans. I could not tell you, sir.
Ques. There was not any checks used?
Ans. No, sir.
Ques. There were not any checks used at any time?
Ans. No.
Ques. How much money was paid the next time?
Ans. $250.00.
Ques. There were three sums of $250.00 paid, were there, after the $2500 was paid?
Ans. $250.00?
Ques. $250.00 was paid the third time; where was that money paid?
Ans. In the dining room.
Ques. Who was present?
Ans. Mr. Dubel, Mr. Worth and I.
Ques. What time was it?
Ans. Between ten and twelve.
Ques. Anybody in the store?
Ans. No, sir.
Ques. Do you remember what kind of money was used in paying?
Ans. I can't tell you, sir.
Ques. How much was paid the next time?
Ans. The next was $150.00, I can't remember exactly, I was present when it was given and Mr. Dubel signed.
Ques. What kind of money was paid over?
Ans. I can't tell you.
Ques. What time in the day was it?
Ans. Between ten and twelve.
Ques. Who were present?
Ans. Mr. Dubel, Mr. Worth and I.
Ques. Anybody else in the store?
Ans. No, sir, not that I can remember.
Ques. It was in the dining room as before?
Ans. Yes, sir.

Ques. Where did Mr. Worth get this money from?

Ans. I could not tell you.

Ques. Had you seen him have these different sums of money that you speak of after the $2500 was paid?

Ans. Yes, sir, he always had money with him.

Ques. Do you know how much he had after he paid the $2500?

Ans. I could not tell you, sir.

Ques. How much was paid the next time?

Ans. I could not tell you, I can't remember; I remember when he wrote it and read it.

Ques. How do you know that any money was paid?

Ans. I have seen it.

Ques. How did you know it was not rent money that was being paid?

Ans. Sir?

Ques. How do you know it was not rent money that was being paid?

Ans. No, sir, no rent money, not at that time when there was money due on account of the properties.

Ques. Were not any of these receipts that have been shown you, signed at the same time that rent receipts were signed?

Ans. No, sir.

Ques. Didn't you say your husband paid Mr. Dubel money on account of rent?

Ans. No, sir.

Ques. Didn't he say he didn't have enough to pay the full amount and he would pay in part?

Ans. No, sir, never heard that.

Ques. And would pay the balance some other time?

Ans. No, sir, he always had the money at the time the month expired.

Ques. Did he ever get behind with the rent?

Ans. No, sir, not that I know of.

Ques. These receipts for rent were all paid on the day they were dated, were they?

Ans. Yes, sir.

Ques. Now at this time that this sum of money was paid that you don't remember the amount, where was that paid?

Ans. That was all in the dining room.

Ques. What time in the day?

Ans. The other I can't remember the time.

Ques. This last one we are talking about?

Ans. I can't remember.

Ques. Was it between ten and twelve in the morning? 10

Ans. I can't remember.

Ques. You can't remember?

Ans. Not the last one.

Ques. This is not the last one. It is the last one we have been talking about and you could not tell how much was paid; do you remember where it was paid?

Ans. Yes, sir.

Ques. Where?

Ans. In the dining room.

Ques. Do you remember what time of the day it was 20 paid?

Ans. I can't remember that.

Ques. Do you know where your husband got that money from?

Ans. He got it from his wallet, from his pocket.

Ques. Each time that he made these payments did he empty his wallet?

Ans. I could not tell you.

Ques. All that you knew about his having the money was seeing it in the wallet when he paid it over? 30

Ans. Yes, sir.

Ques. Now the next payment of money, how much was that?

Ans. I can't remember either.

Ques. The last payment, the last time he paid money on this house, how much did he pay?

Ans. I can't remember, sir.

Ques. Do you remember where it was paid?
Ans. That was in the dining room.
Ques. What time of the day was it paid?
Ans. Oh, I could not tell you.
Ques. Where did he get the money from?
Ans. Out of his pocket, the wallet.
Ques. Out of this same wallet?
Ans. Yes, sir.
Ques. Pulled out the same wallet each time?
Ans. Yes, sir.
Ques. And you saw him take the money out?
Ans. Yes, sir.
Ques. But you can't tell whether he left any in there?
Ans. No, sir, I could not tell you.
Ques. At none of these times?
Ans. No, sir.
Ques. Now the business that you and your husband are doing at that store in Burlington is not a great big business is it?
Ans. We are doing pretty fair, but Mr. Worth has business outside, he buys jobs.
Ques. The business that you do there in that store is not a very great business?
Ans. We are making a living out of it.
Ques. And not much more?
Ans. Oh, yes, a little above.
Ques. Didn't you have trouble paying the rent at different times?
Ans. Not as I know of.
Ques. You never knew of that?
Ans. No, sir.
Ques. Never knew of your husband getting behind in paying the rent?
Ans. No, sir.
Ques. Mrs. Worth, all of the receipts outside of those in the receipt book were written on your husband's business paper, were they not, store paper?

Ans. Yes, sir.

Ques. With the advertisement on the top, you remember that distinctly, don't you?

Ans. No, some pieces that Mr. Worth is always saving, there was no heading on it.

Ques. Some papers had no heading on?

Ans. No.

Ques. How many papers had no heading?

Ans. I could not tell you, I didn't notice.

Ques. Hadn't all of the receipts for rent headings on when Mr. Dubel died?

Ans. You are talking about the rent receipts?

Ques. No, about the receipts for the $250 and $150 and so on?

Ans. Yes, sir.

Ques. They all had his heading on had they not?

Ans. No, sir, not all.

Ques. Didn't all have the headings on at the time Mr. Dubel died?

Ans. When he had a piece of paper that he saw he used it.

Ques. That is not what I asked you. I asked you hadn't all the receipts for money paid on account a printed head like this on "Exhibit C9?"

Ans. No, not all.

Ques. You sent these receipts down to Mr. Watts to look over after Mr. Dubel died?

Ans. Yes, sir.

Ques. At the time they were shown to Mr. Watts didn't everyone have this printed heading on it?

Ans. Not all.

Ques. Are you sure of that?

Ans. Yes, sir.

Ques. How much had you paid, or your husband paid in your present on account of this house at the time Mr. Dubel died?

Ans. Since he died?

Ques. No, at the time he died how much had he paid?

Ans. I got to see the receipts; I don't remember how many times.

Ques. You don't remember how much?

Ans. No.

Ques. How much was your husband to give for the house according to that paper that was first signed?

Ans. How much balance?

Ques. How much was he to give for the house?

Ans. $4,000.

Ques. That is for the house and store and the two properties on Union Street?

Ans. Yes, sir.

Ques. How much did he pay on that $4,000 at first?

Ans. He paid $2500.

Ques. Didn't you know that there was a mortgage on the property?

Ans. Not as I know.

Ques. And that the $2500 paid more than the equity in the property, or what the property was worth at $4,000 above the mortgage?

Ans. I don't know.

Ques. You don't know that?

Ans. No.

Ques. You don't know how much he had paid all together?

Ans. There are the receipts.

Ques. But you don't know without looking at the receipts, you can't tell?

Ans. Yes, sir, it is pretty near full, all clear pretty near except the last month and the rent, I believe, the last time Mr. Worth kept it back, I think. The house was pretty near clear.

Ques. How much did you pay on the Homestead?

Ans. I got to see the bills, I can't remember.

Ques. How much were you to give for the Homestead?

Ans. $4,000.

Judge Gaskill: I would feel a good deal more comfortable if you didn't look at your husband; it may be perfectly innocent.

Judge Wescott: Which way do you want her to look?

Judge Gaskill: At the stenographer or the judge.

Judge Wescott: (To the witness) Look at the judge or the stenographer all the time.

Ques. You know how much has been paid. Let me ask you this question, how much was paid in your presence to Mr. Dubel on account of the properties, all of them, that you were going to buy from him, outside of the rent?

Ans. About these receipts that I have seen, the first purchase and about five afterwards.

Ques. You don't understand my question, how much money was paid in your presence when you were there and saw the money counted out, how much was paid by your husband to Mr. Dubel altogether, outside of the rent?

Ans. For the property?

Ques. For anything?

Ans. For the property you mean? The $2500 at first, and then $250 and $250 again, and the rest $150, &c., every receipt that I have witnessed that Mr. Worth gave him, that I have seen.

Ques. How much in addition to those moneys have you ever seen your husband pay Mr. Dubel?

Ans. Every time he paid him I have seen him.

Ques. You named over some moneys that you say your husband paid Mr. Dubel?

Ans. Yes, sir.

Ques. How much did you ever see him pay in addition?

Ans. Every time I saw him pay.

Ques. How much?

Ans. $250, and again $250, and every time I have seen him Mr. Worth was present when he made the receipt.

Ques. You are now referring to these papers that Judge Wescott showed you?

Ans. Yes, sir.

Ques. Outside of those papers how much did your husband ever pay Mr. Dubel?

Ans. The rent.

Ques. Is that all?

Ans. Yes, sir.

Ques. Nothing else?

Ans. Nothing else but the rent.

Ques. Nothing else in your presence?

Ans. Except the bills for the house for the property, and the rent.

Ques. That is all you ever saw your husband pay Mr. Dubel?

Ans. Yes, sir.

Ques. The money called for in the receipts?

Ans. Yes, sir.

Ques. And the agreement?

Ans. Yes, sir.

Ques. And the rent?

Ans. Yes, sir.

Ques. And anything else have you ever seen him pay?

Ans. No, sir.

Ques. What did you mean when Judge Wescott asked you if you had seen Mr. Dubel sign these papers and you said that you saw him sign them, you glanced over them as you passed by, what did you mean by that, glancing over them as you passed by?

Ans. I had to go in the kitchen just for something there, and I came back right away.

Ques. And then what you saw you saw glancing as you went by backward and forward about your work?

Ans. I seen this, I was sitting right there just as far

as I am sitting from you when this bill of sale was going on.

Ques. Outside of the bill of sale, when these receipts were going on, was that the time you were passing backward and forward about your work?

Ans. I looked over one, I seen it, when he read it.

Ques. What did you mean when you said you glanced over them when you passed by?

Ans. I glanced over when he counted, you asked me about money, you asked me whether I knew about the money.

Ques. No, I am not referring to anything you told me, I am referring to what you told Judge Wescott, your husband's counsel, when he asked you if you had seen Mr. Dubel sign these receipts and you said you glanced over them as you passed by, what did you mean?

Ans. I was sitting in the dining room.

Ques. Then you didn't pass by, but you were sitting there?

Ans. Yes, sir.

Ques. One of the parties?

Ans. I can't remember all I said or did, I don't remember exactly, but I seen it every time.

Ques. Where were you when the receipts for rent were given, where were they signed?

Ans. They were signed sometimes in the store at his writing desk, I could not tell you exactly where it was, but I often seen it.

Ques. Where were you when you saw them, how near?

Ans. I was in the store, the store is small, if Mr. Worth stands by the desk and Mr. Dubel was in the store, you can't help noticing it and talking to him.

Ques. And that is what you glanced at as you passed by?

Ans. Yes, sir, I seen him pay.

Ques. Now, every one of these receipts and the agreement for this property you heard read over by Mr. Worth to Mr. Dubel?

Ans. Yes, sir.

Ques. And he read them all over, date and all?

Ans. Yes, sir.

Ques. And the dates that he read over were the dates when the money was paid?

Ans. Yes, sir.

Ques. And you saw them?

Ans. Yes, sir.

Ques. And Mr. Dubel was there?

Ques. Yes, sir.

Ques. On those dates?

Ans. Yes, sir.

Ques. So far as you recollect with reference to these payments on the property, they were all made between ten and twelve in the morning, in the dining room?

Ans. Yes, sir, as far as I can remember—not all.

Ques. Were not some made in the afternoon?

Ans. I can't remember, sir.

Ques. At the time Mr. Dubel wanted some coal, did you see Mr. Field load up the push cart and take the coal away?

Ans. Yes, sir, I was in the store and looking through the window.

Ques. And you saw him take the coal up to Mr. Dubel's house?

Ans. Yes, sir.

Ques. Who loaded the push cart?

Ans. Mr. Field.

Ques. Where did he load it from?

Ans. From the wagon of coal outside.

Ques. Before it had been put in your house?

Ans. Yes, sir.

Ques. That is all.

Re-Direct:

Ques. You said that you showed these receipts to Mr. Watts?

Ans. After Mr. Dubel died Mr. Worth showed him.

Ques. What receipts do you mean, these receipts that I have shown you?

Ans. Yes, sir.

Ques. How happened you to do that?

Ans. After Mr. Dubel died Mr. Worth—what do you mean?

Ques. Just what I say?

Ans. How did we do it?

Ques. How did you happen to show them to Mr. Watts?

Ans. After he died Mr. Worth went to see him that he has a claim against him.

Ques. Did you go with Mr. Worth?

Ans. No, sir.

Ques. How did you learn that he took them to Mr Watts?

Ans. He told me, "Minnie, I am going over to Mr Watts' to show those receipts."

Ques. You also said that Mr. Worth your husband, did business outside of the store?

Ans. Yes, sir.

Ques. What kind of business?

Ans. Merchandise, buys and sells.

Ques. You were also asked about some repairs on the house, do you know what those repairs were?

Ans. I remember some.

Ques. Were they anything that amounted to much?

Ans. Not very much.

Ques. And when Mr. Dubel and your husband were talking about Mr. Worth buying the property, there was something said about repairs; try and explain so that the judge can understand it.

Ans. Mr. Dubel came in on the 2nd of February, 1904,

and he said, "Mr. Worth, now to-day I want to settle and for you to buy the house to-day—

Judge Gaskill: Objected to and I ask that it be stricken out as not responsive.

The Court: The question was about the repairs entirely.

Ques. Just tell the judge about the repairs.

Ans. Mr. Worth asked about repairs, and Mr. Dubel said, "I will keep in repair same as I did before;" the day before he made the agreement he brought the bill of sale, and he said "Mr. Dubel, how about repairs?" He said, "I will keep that in repair same as I did," so he might—

Judge Gaskill: Objected to, you have answered the question.

Ques. You also said something to Judge Gaskill about Mr. Dubel not wanting checks, just explain what Mr. Dubel said about that?

Ans. He didn't care for any checks, he cared for cash, if Mr. Worth wanted to pay any checks he refused.

Ques. He wanted the money?

Ans. He wanted the cash, yes, sir.

Ques. You have already said you know Mr. Dubel's signature when you see it?

Ans. Yes, sir.

Ques. You were asked to count the receipts in this book, you counted them as eight; now open that and find the signatures of Mr. Dubel and count them.

The Court: Look at them more carefully now and get them all.

Ques. You need not be worried, or flustered or excited just take your time.

The Court: Yes, we will take a recess for a few minutes while she is counting them.

Ans. I counted one signature for a page. One, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six—twenty-six. I counted one signature for a page.

Ques. Are you able to take that book before the Chancellor and show him each signature of Mr. Dubel?

Ans. Yes, sir.

The Court: Sit still, I will come around there; put your finger on the signature.

Ans. (Witness took the book) 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30—every time I count I find more.

The Court: The witness identified each signature of his with her finger.

Ques. Can you open the book anywhere and find your husband's handwriting, put your hand on it?

Ans. There it is (identifies the first and second Dubel receipt in the book; also identifies the third Dubel receipt.)

The Court: As in the handwriting of your husband?

Ans. Yes, sir.

Ques. Also the next and the next and the next, you are pointing those out as your husband's handwriting?

Ans. Yes, sir. (Witness identified other signatures.)

The Court: Let the record show that the witness has

identified each receipt beginning with the second one which is signed by Firman Dubel, and ending with and including the last one as in the handwriting of Mr. Worth, referring to the body of the receipt. In other words, all of the receipts but the first one she says are in the handwriting of her husband.

Ques. (Further Re-direct) Do you recollect the circumstances under which which this first receipt was signed for rent?

Ans. By Mr. Watts.

Ques. Just explain it as you recall it?

Ans. The first time?

Ques. Yes, do you have any distinct recollection about it; I understood you to say that you saw Mr. Worth, saw your husband pay the first month's rent to Mr. Watts, and saw him draw the receipt?

Ans. Draw the agreement of the house we moved in, I saw Mr. Watts, at least we were together.

Ques. You mean the lease?

Ans. The lease from the house.

Ques. And not of the receipt for rent?

Ans. The first—for the rent, no sir; what I saw is the lease from the house.

Ques. You said to Judge Gaskill that Mr. Dubel said something to you about Mr. Watts collecting the rent, didn't want him to, I didn't catch your idea; you were stopped about it; what were you going to say?

Judge Gaskill: Objected to as not proper re-direct examination and not being competent for the complainant; the mere fact that the witness undertook to volunteer something entirely out of the line of the direct examination or cross-examination and was stopped, does not give her a right to explain it.

The Court: You asked her why she didn't pay the rent.

Judge Gaskill: No, I didn't ask her the reason, I asked for the fact. First, whether she knew that Watts was the attorney and then I asked her as a matter of fact whether any of these payments were made in Mr. Watts' presence. Now, as to any reason, I submit it is entirely incompetent.

The Court: I think if the witness was made to say that she knew that Mr. Watts was Mr. Dubel's attorney, and that she didn't acquaint Mr. Watts with the fact of these payments, that she ought to be permitted to give any reason she may have for not acquainting Mr. Watts with them. I think that is proper, if that is the character of the question. I will permit the question to be asked why she didn't make the payments to Mr. Watts.

Ans. Mr. Dubel came in and they agreed to the amount and all, and then Mr. Dubel says to Mr. Worth, "With that understanding, I don't want anybody to know until it will be all clear, and then we will go to Mt. Holly and draw a clear deed;" he said "One person will have to know, Mr. Watts will have to know, he will have to draw the bill of sale." He said, "No, Mr. Watts will do business with me for other people but not between us," he said, "and you will draw the bill of sale yourself, Mr. Worth," so Mr. Worth you see he said, "I never done anything like it, and I don't care," and I interfered, and I coaxed him, I wanted him to do it. Of course, I can see where a woman interferes there is always a little trouble.

The Court: Never mind that, go on.

Ans. I coaxed him, and he took that and he said, "Being that is your wish, Mr. Dubel, I will have to draw it." So Mr. Worth went into the store and took paper and pen and ink and a dictionary, and he drew this bill of sale, and read it, and he handed it over to Mr. Dubel—

Ques. (By the Court) By the bill of sale, you refer to the receipt for the $2500 payment?

Ans. Yes, sir.

Ques. That is what you call the bill of sale?

Ans. Yes, sir.

Judge Gaskill: I think she has gone as far as she can in explaining any reason why Mr. Watts was not called in.

Ques. (Further Re-direct) Was anything said by Mr. Dubel about your not paying the rent to Mr. Watts?

Ans. Not as I know of.

Ques. Why did you happen to pay it to Mr. Dubel and not to Mr. Watts when you knew he was his attorney?

Ans. He wanted to collect the rent himself from Mr. Worth.

Ques. He came for it?

Ans. Yes, sir, he was so attached to the family that he liked to come himself and liked to collect the rent.

Judge Gaskill: Objected to as mere reasoning, and ask that it be stricken out.

The Court: I deny the motion.

Judge Gaskill: If my motion to strike out, the whole of it, was overruled because I moved to strike out some part that was competent, I now move to strike out that part in which she gave her reason because he was so attached to the family.

The Court: This motion will be denied also.

Ques. In the course of your conversation with Mr. Dubel, or in the course of any conversation between Mr.

Dubel and your husband, was anything said about the mortgage on this property?

Ans. No, not as I know of.

Ques. Or the foreclosure of a mortgage?

Ans. Not as I know of.

Ques. You don't recall any such thing?

Ans. No, I never heard of any such thing.

Ques. Do you know who was in possession of this property before you and your husband came into possession of it?

Ans. Yes, sir.

Ques. Who?

Ans. Mr. John Dubel.

Judge Gaskill: Unless she knows of her own knowledge I object to that; what has been told her is irrelevant and incompetent.

The Court: Let it be shown what her knowledge is.

Judge Gaskill: Unless this is her own knowledge, I move to strike it out.

Ques. How did you learn that Mr. John Dubel was in possession when you moved there?

Ans. When we moved in John Dubel was in it yet, and he had to give us a space to make room for our goods, and he gave us upstairs a room until they moved out.

Ques. (By the Court) Who was John Dubel?

Ans. A nephew of Mr. Dubel.

Ques. (Further Re-direct) How long did he remain in the house after you moved there?

Ans. Until he cleared out, they had things there for quite a few weeks until he cleared it out.

Ques. Do you know whether there was any trouble between him and Mr. Dubel?

(Objected to.)

The Court: That is really part of the rebuttal, is it not?

Judge Wescott: I won't press it.

Ques. That is all.

Re-Cross:

Ques. How many of the 26 or 30 signatures that you have found in that book did you see made?
Ans. I could not tell you.
Ques. Can't give the least idea?
Ans. No.
Ques. That is all.

Judge Wescott: We rest now.

The Court: Are you going to prove tender of the balance?

Judge Wescott: That is admitted.

Judge Gaskill: We admit the tender of the balance, I think it is in the answer. If it is not it may go on the record that the balance was tendered, a certain sum, and the admission may be full, if the Judge wants it so, that Mr. Watts says that the amount tendered him was the difference between the sum of the contract and the receipts which have been offered and the four thousand dollars.

Complainant Rests.

At this point a recess was taken of one hour.

GEORGE A. ALLINSON, affirmed on the part of the defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?
Ans. Burlington, New Jersey.
Ques. How long have you lived there?
Ans. Fifty odd years.
Ques. Did you know Firman Dubel in his lifetime? 10
Ans. Yes, sir.
Ques. How long have you known him?
Ans. I suppose 25 or 30 years.
Ques. Are you acquainted with the properties 303 and 305 High Street and 20 and 22 Union Street, Burlington?
Ans. 303 and 305 High Street?
Ques. You know where the properties are?
Ans. Yes, sir.
Ques. What position, if any, do you now hold or have you held in the city of Burlington? 20
Ans. I am a real estate agent and conveyancer now.
Ques. How long have you been in the real estate business and conveyancing?
Ans. About 25 years in the real estate business and Trust Officer in the Trust Company.
Ques. The Burlington Trust Company?
Ans. Yes, sir, Secretary of the Building Loan Association.
Ques. How long have you been connected with that Building Association. 30
Ans. 27 years.
Ques. In connection with your work as Trust Officer of the Trust Company and as Secretary of the Building Association, and your private business as real estate agent and conveyancing, have you had occasion to pass upon values of property in the City of Burlington?
Ans. Yes, sir.

Ques. Have you ever acted as commissioner?

Ans. Yes, sir.

Ques. In the sale and division of real estate?

Ans. Yes, sir.

Ques. Have you as executor ever had any business in connection with Burlington real estate?

Ans. Yes, sir.

Ques. Frequently or otherwise?

Ans. Considerable.

Ques. Were you ever Assessor?

Ans. No, sir.

Ques. You were Mayor of the city of Burlington?

Ans. Yes, sir.

Ques. When?

Ans. Three years prior to this last year, I have been out one year.

Ques. Have you bought and sold real estate for yourself as well as others?

Ans. Yes, sir.

Ques. Have you charge of any properties that are rented, or have you had?

Ans. Yes, sir.

Ques. State generally, Mr. Allinson, how full and complete has been your business connection with Burlington real estate.

Ans. To know everything pretty near that is going on and the price that it has been sold for, properties in general.

Ques. Now, calling your attention to 303 and 305 High Street, the property now occupied by Mr. Worth, what, in your judgment, is that property worth in the market?

The Court: Hadn't you better fix some date?

Ques. Yes, in the month of February, 1904?

Ans. That is the date, about the date that he died. I

was one of the appraisers of the property at that time, is that the date you have reference to?

The Court: That was a good part of a year before he died; he died December 28, 1904.

Ques. This is the preceding February, 1904?

Ans. The value that I put on it at that time was $9,000.

Ques. Is that a minimum or maximum price?

Ans. That was a minimum price that the appraiser and I put on it as guidance for the executor to make his sales by .

Ques. There was a provision in the will requiring the real estate to be appraised, was there not?

Ans. I don't know about that.

Ques. There was a provision authorizing the executor to sell at either public or private sale?

Ans. Yes, sir.

Ques. And this appraisement you made was for the purpose of guiding him?

Ans. Yes, sir.

Ques. Who was the other appraiser with you at that time?

Ans. George W. Smith.

Ques. Is he living?

Ans. No, sir, he has been deceased several years.

Ques. What was his business?

Ans. Real estate, conveyancer and insurance.

Ques. Is the property 303 and 305 High Street, Burlington, an available property, a desirable property or not?

Ans. Yes, sir, it is considered pretty good property.

Ques. And what valuation will you, or did you put upon 20 and 22 Union Street in February, 1904?

Ans. Is that where the Salvation Army is?

Ques. Yes.

Ans. $1,000.

Ques. That was the valuation you put upon it after he died?

Ans. Yes, sir, at the time we made the appraisement.

Ques. Now, then, what were the values of these two properties the preceding February?

Ans. About the same value, I should think, no different.

Ques. (By the Court) That applies to both properties, does it?

Ans. Yes, sir, the conditions were about the same.

Ques. (Further Direct) This $1,000 valuation on the Salvation Army property, was that a minimum or maximum valuation?

Ans. Minimum, that was what all the values were.

Cross-examination by Judge Wescott:

Ques. Have the price of real estate in Burlington gone up much in recent years?

Ans. No, sir, this last two, or three years they are a little better than they were prior.

Ques. What will a property located as this is, worth $9,000, bring by way of rental?

Ans. I suppose it would bring about $55 or $60 a month.

Ques. What would a property located as that be worth measured at a rental of $40 per month?

Ans. I don't understand.

Ques. Suppose with your knowledge of the value of real estate in Burlington, you were told that the property was rented for $40 per month, what would you say that that property was worth?

Ans. $7,500.

Ques. That is all.

Ans. I have a property one or two doors—

Ques. Never mind about that.

Re-Direct:

Ques. I will ask you, do you own any property near this High Street property?

Ans. Yes, sir; a couple of doors from it.

Ques. Is $40 to $45 a low or high rental for that property?

Ans. A low rental.

Ques. Do you know of any sales of property in that block about that time, 1904?

Ans. No, sir.

Ques. That is all.

---

HENRY S. HAINES affirmed for defendant.

Direct examination by Judge Gaskill:

Ques. Where do you reside?

Ans. Burlington.

Ques. How long have you lived in the city of Burlington?

Ans. About 65 years.

Ques. What business or profession have you carried on in that city?

Ans. Civil engineering, surveying and conveyancing.

Ques. Have you had anything to do with real estate in that city?

Ans. Yes.

Ques. In what connection?

Ans. I have made loans, effected loans on real estate, sold real estate for others.

Ques. In making these loans was it necessary for you to pass upon values of property?

Ans. Yes.

Ques. Have you tried to keep yourself posted as to values in the city of Burlington?

Ans. Fairly well, yes, sir.

Ques. Have you during the years you have lived in Burlington, been connected with any building association?

Ans. Yes.

Ques. How long?

Ans. 37 years.

Ques. In connection with your work in building associations has it become necessary for you to pass upon value of property in the city of Burlington?

Ans. Yes.

Ques. Have you ever served as executor, administrator or commissioner in the division or sale of real estate in the city of Burlington?

Ans. Yes, sir.

Ques. To what extent?

Ans. I could not say exactly, a number of times, not very recently—as commissioner not very recently.

Ques. Are you still serving in connection with the building association?

Ans. Yes, sir.

Ques. Have you been on any tax boards or tax revision committees of the city of Burlington?

Ans. No.

Ques. You are also Surveyor-General of West Jersey?

Ans. Yes.

Ques. And have held that office how long?

Ans. Probably 12 or 15 years, the main office.

Ques. Are you acquainted with the property of which Firman Dubel died seized, Nos. 303 and 305 High Street, Burlington?

Ans. Yes.

Ques. What, in your judgment, was the value of that property in February, 1904?

Ans. I consider it was worth $10,000.

Ques. Was $40 or $45 per month rental for that property a high or low rental?

Ans. A very low rental.

Ques. What at that time in your judgment was the value of the Union Street property occupied by the Salvation Army people?

Ans. It was estimated by the building association of which I was secretary, of sufficient value to put $1,000 on it.

(Objected to.)

The Court: No, give your own opinion.

Ans. A thousand dollars then, it is worth that.

Ques. In your judgment was that property worth $1,000 in February, 1904?

Ans. Yes.

Ques. Did you at that time pass upon the value of that property in connection with any loan or proposed loan to be made upon it?

Ans. I assisted with my judgment the Loan Committee.

Ques. At that time how much did the committee and yourself consider was a safe loan upon it?

Ans. $1,000.

Ques. What margin, if any, does your building association require in making its loans?

(Objected to as immaterial and incompetent.)

The Court: I think the objection must be sustained; I do not think the judgment of the building association will be competent. I think the last question was objectionable but not objected to.

Judge Wescott: I did object to it.

The Court: I did not hear any objection; I would have sustained any objection to what the committee thought it was worth.

Judge Gaskill: Let me repeat the question, if there is any doubt about it.

Ques. What, in your judgment, was the value of the Union Street property occupied by the Salvation Army in February, 1904.

Ans. $1,000, that is a safe value.

Ques. Are you acquainted with the homestead property of the deceased, Firman Dubel.

Ans. Yes.

Ques. What, in your opinion, was that worth?

(Objected to as immaterial and incompetent.)

Judge Gaskill: This is anticipating another branch of the case. I will ask permission to recall Mr. Allinson and ask him that question. Our contention is that this whole matter is fraud, and part of the scheme to defraud the deceased. We will show that they also have exhibited to the executor a receipt and made a demand upon him of a similar character as that with respect to the paper here in question, that he conveyed to the same complainant the homestead of the deceased, at which he lived at the time of his death and in which he had lived for 30 years, and the testimony will show that it was property to which he was very much attached, and there was no provision at all that the sale was to take place at the time of his death, and we will show that the consideration there named was grossly inadequate and that the present case is only part of the whole scheme to defraud the estate of the deceased, and that this property is sought, the whole of it, to be acquired for grossly inadequate sums.

The Court: Will the testimony include the fact that payments were made on the homestead property?

Mr. Gaskill: It will show that a claim was made that he had paid money on the homestead.

The Court: Will the testimony include an effort to show that the complainant was not able to make such payments?

Judge Gaskill: Yes.

The Court: I think in that view of the scope of the deference the testimony is admissible. The objection is overruled.

Ques. What in your judgment, was the value of the homestead property of the deceased on November 30, 1904, shortly before decedent's death?

Ans. $3500.

Ques. Are you also acquainted with what is known as the Dingee property on the north corner of Union and Stacy Streets?

Ans. Yes.

Judge Gaskill: I ought to say that is included in the same purported agreement of sale with the homestead.

Ques. What, in your judgment, was that property worth on November 30, 1904, preceding the death of the testator?

Ans. At least as much as the other, about the same amount.

Ques. $3500?

Ans. Yes.

Ques. In this value of $3500, do you include the open lot alongside of the Dingee property, the 40 foot lot?

Ans. No.

Ques. How much is that 40 foot lot alongside worth?

Ans. Not less than $1,000.

Ques. That is all.

Cross-examination by Judge Wescott:

Ques. How much rent did the homestead property bring?

Ans. I have no knowledge of that.

Ques. How much rent did the Dingee property bring?

Ans. That I don't know.

Ques. Have you known any sales of property in that block in 1904?

Ans. In which block?

Ques. The block in which these properties are on High Street?

Ans. I can't say that I do in that year.

Ques. What is the size of the High Street property?

Ans. A three-story brick house I should suppose 35 feet front. I don't know the exact frontage, quite a large property, three stores I think in width.

Ques. What is its depth?

Ans. I think about 150 to 200 feet, I can't recall, it goes back to an alley.

Ques. What is the size of the homestead property?

Ans. It is a large brick house.

Ques. What is the frontage?

Ans. The frontage is, I should say, 25 feet, and the depth must be 250 feet, I think. I surveyed it a year or so ago.

Ques. The frontage of the Dingee property?

Ans. That is on the corner, and I think exclusive of the lot it would not be very much more than 20 feet. I am not very clear about that, I don't think it has an alley on the side.

Ques. That is all.

GEORGE A. ALLINSON recalled for defendant.

Direct Examination by Judge Gaskill:

Ques. What in your opinion, was the value of the homestead of Firman Dubel on the 30th day of November, 1904, just preceding his death?
Ans. A fair valuation would be $3400.
Ques. Is that minimum or maximum?
Ans. Minimum.
Ques. What is the value of the Dingee property?
Ans. $3800.
Ques. Did that include the lot alongside?
Ans. Yes, sir.
Ques. Is that minimum or maximum?
Ans. Minimum.
Ques. That is all.

Not Cross-examined.

---

SAMUEL J. SCHUYLER sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?
Ans. Burlington.
Ques. How long have you lived in Burlington?
Ans. Since 1844.
Ques. What business are you in?
Ans. I sell and buy property.
Ques. Buy and sell property?
Ans. Yes, sir.
Ques. In the city of Burlington?
Ans. Yes, sir.
Ques. How long have you been engaged in that business?

Ans. About 20 years or more.

Ques. Are you acquainted with the value of property in the city of Burlington?

Ans. Why, yes, I know what property is worth in Burlington.

Ques. Do you know the store property that Mr. Worth occupies?

Ans. Very well.

Ques. What, in your judgment, is that property worth, or what was it worth in 1904?

Ans. It is quite a big property, 40 feet front, 250 feet deep; it was worth at that time, in my judgment, about $8500.

The Court: That was the High Street property?

Judge Gaskill: Yes.

Ques. Was $40 or $45 a month a high or low rental for that property?

Ans. Low.

Ques. What, in your judgment, at that time was the Union Street property, occupied by the Salvation Army, worth?

Ans. That is 33 feet front, $1,000.

Ques. What was the homestead in which Mr. Dubel lived during the month of November, just before his death?

Ans. 100 feet front and about 300 feet deep, $3500. There are three building lots, 20 foot lots.

Ques. What, in your judgment, was the Dingee property worth, including the lot alongside, in the month of November, just before Mr. Dubel's death?

Ans. About $4200 or $4300.

Ques. That is all.

Not Cross-examined.

JOSHUA TAYLOR affirmed on the part of the Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?
Ans. Burlington, N. J.
Ques. How long have you lived there?
Ans. About 32 years.
Ques. What is your business?
Ans. Insurance and real estate.
Ques. How long have you been engaged in that business?
Ans. Ever since I have lived there, 32 years.
Ques. Do you hold any official position in the City of Burlington?
Ans. I do.
Ques. What is it?
Ans. City Treasurer.
Ques. How long have you been treasurer of the city?
Ans. I am going on the fourth year now.
Ques. Are you connected with any building association?
Ans. Only as a director, I have been director of a building loan.
Ques. As director of a building loan association, are you called to pass upon the value of property in the City of Burlington.
Ans. Yes.
Ques. Have you bought and sold property there?
Ans. Yes, sir.
Ques. Made loans on property?
Ans. Yes, sir.
Ques. Have you served as executor or administrator or commissioner in disposing of property?
Ans. I have, sir.
Ques. What, in your judgment, was the value of the High Street store property in February, 1904?
Ans. $9,000.

New Jersey State Library

Ques. What, at that same time, in your judgment, was the value of the Union Street property?

Ans. That is the Salvation Army?

Ques. Yes.

Ans. $1,000.

Ques. In the month of November, the 30th of November, just preceding Mr. Dubel's death, what was the value of the homestead?

Ans. $3500.

Ques. At that same time what was the value of the Dingee property, including the lot?

Ans. $4,000.

Cross-examination by Judge Wescott:

Ques. Did you buy or sell any property on High Street at that time?

Ans. No, sir, not on High Street.

Ques. Do you know of any sales?

Ans. Not just at that time, no, sir.

Ques. Does the value of a property of that character depend in anywise upon its condition?

Ans. I don't quite understand that question.

Ques. Does the value of a property of that sort depend in anywise upon its condition?

Ans. I think it does, yes, sir.

Re-Direct:

Ques. One question I forgot to ask Mr. Taylor, state in what portion of the city it is with respect to the business of the city?

Ans. Right in the center portion of the city.

Ques. Are many properties transferred there in the business district or are they held closely?

Ans. They are generally held pretty closely.

REGINALD BRANCH sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?
Ans. Burlington, New Jersey.
Ques. How long have you lived there?
Ans. I have lived in Burlington and its vicinity for about 25 years.
Ques. What is your profession?
Ans. I am a member of the bar of this State, and also engaged in the real estate and insurance business in Burlington.
Ques. How long have you been a member of the bar?
Ans. Since June, 1904.
Ques. How long have you been engaged in the business of real estate and insurance in Burlington?
Ans. I have been in business for myself since April, 1905, I was with Howard Flanders for ten years prior to that time, and so connected with the transferring of real estate to a more or less extent.
Ques. Was Mr. Flanders' business in whole or in part real estate?
Ans. Only in part, he sold some properties.
Ques. Are you acquainted with the value of real estate in the City of Burlington?
Ans. I am.
Ques. Have you bought and sold any properties?
Ans. I have.
Ques. Any on High Street?
Ans. Yes, sir, sold some on High Street.
Ques. Between Broad and the river?
Ans. Yes, sir.
Ques. That is where this property is situated-
Ans. Yes, sir.
Ques. How near to this property with reference to the square?

Ans. In the same square, on the same side of the street, only a few doors away from this Dubel property.

Ques. What, in your judgment, was the value of the High Street store property in February of 1904?

Ans. The High Street property alone?

Ques. Yes.

Ans. It was worth $9,000.

Ques. Maximum or minimum price?

Ans. Minimum.

Ques. What, in your judgment, was the value of the Union Street properties at that time?

Ans. Where the Salvation Army is?

Ques. Yes.

Ans. $1,000.

Ques. What was the value of the homestead property where Mr. Dubel lived at the time of his death, in the month just preceding his death, November, 1904, what was that worth?

Ans. Including the lot?

Ques. Yes, including the whole of the lot?

Ans. That property was worth $3500 to $4,000.

Ques. What was the Dingee property with the lot worth?

Ans. I should say that property was worth $4,000 easily.

Ques. Including the lot?

Ans. Well, including the lot I should say it would be worth $5,000.

Ques. You put the property at $4,000 without the lot?

Ans. Yes.

Ques. Did you have a customer for the Dingee property?

Ans. That is not in 1904, after the death of Firman Dubel Doctor—

Ques. How soon after the death?

Ans. I should say possibly a year.

Ques. Had properties changed in value any in Burlington in the meantime?

Ans. I should say not, no, sir.

Ques. What price were you prepared to give for the Dingee house without the lot?

(Objected to.)

The Court: I don't think that is competent; I think the witness is only competent as an expert to establish values. The fact that he has given special attention to a particular adds to his judgment. I do not think it is any more than a question of judgment.

Ques. Did you, without stating the price, did you have your attention specially directed to the Dingee property with respect to a customer for it?

Ans. I did.

Ques. That is all.

Cross-examination by Judge Wescott:

Ques. Do the age and condition of properties have anything to do with their value there?

Ans. I don't believe—

Ques. Just answer the question.

Ans. Yes, sir.

Ques. What is the value of this property per foot, lineal foot, front, taking the High Street property first, what is that worth per foot?

Ans. I never figured the value, and I don't believe properties are figured that way in Burlington,—in regard to the location of the building that is on it and the business facility that is there.

Ques. Do you know anything about how these properties are taxed?

Ans. No, I don't know what they are taxed for.

Ques. You don't know whether they are assessed anywhere near the value?

Ans. That is, the other properties?
Ques. No, how near to the actual value?

Judge Gaskill: If he don't know what they are assessed at, he don't know, of course.

Ques. How near in Burlington do they assess property to actual value?

(Objected to.)

The Court: I think it is, perhaps, competent to show knowledge of real estate in Burlington and how it is assessed and conditions there generally.

Ans. Property on Main Street is assessed, you say, near to its value?
Ques. Is it on Main Street?
Ans. Yes, Main or High.
Ques. Don't you know this property was assessed at $5,000?
Ans. No, I didn't know it.

Re-Direct:

Ques. Assuming that this property is only assessed at $5,000, does that make any difference, and if so, what difference, in your judgment, as to the value of the property?
Ans. None at all, sir.

GRIFFITH W. LEWIS sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?
Ans. Burlington, N. J.
Ques. How long have you lived there?
Ans. Starting life there about 40 years ago.
Ques. You are a member of the New Jersey Legislature at the present time?
Ans. I am, yes, sir.
Ques. What other position have you held in the City of Burlington?
Ans. I served as member of the Common Council for six or seven years; I am one of the directors of the Building Loan Association.
Ques. How long have you been connected with the Building Loan Association?
Ans. About eight years. I am a member of the Real Estate Committee of the Burlington City Loan and Trust Company, and also connected with the Burlington Savings Institution and their Sale Committee, and also connected with the bank.
Ques. In connection with these various businesses, has it been necessary for you to pass upon real estate in the City of Burlington?
Ans. Very frequently.
Ques. Have you kept yourself posted as to values of property there?
Ans. Yes, sir.
Ques. Have you bought and sold it?
Ans. I have bought two or three, I haven't sold any of my own, I have sold for others.
Ques. You attend public sales there?
Ans. Yes, sir.
Ques. And keep posted on the price?
Ans. Yes, sir.

Ques. What, in your judgment, was the value of the store property occupied by Mr. Worth on High Street in the month of February, 1904?

Ans. $10,000 at the market price, in my judgment.

Ques. And what at that time, in your judgment, was the value of the Union Street property occupied by the Salvation Army?

Ans. $1,000.

Ques. What, at that time, in your judgment, was the value of the homestead?

Ans. If I may be allowed to state, that has a large lot to the north.

Ques. You have a right to explain your answer.

Ans. That has a large lot to the north, I think including the lot about $3750.

Ques. How much was the Dingee property worth at or about the time of the death of Mr. Dubel, or within a short time preceding his death, including the lot?

Ans. About $4500, including the lot.

Ques. That is all.

Not Cross-examined.

---

GEORGE W. ANTHONY sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?

Ans. Burlington.

Ques. How long have you lived in the City of Burlington?

Ans. 32 years.

Ques. What business do you carry on there?

Ans. At the present time, shoes.

Ques. Where is your place of business?

Ans. 302 and 304 High Street.

Ques. How near is that to the place of business of Mr. Worth?

Ans. Directly opposite.

Ques. On the other side of the Street?

Ans. Yes, sir.

Ques. Do you own any real estate in the City of Burlington?

Ans. Yes, sir.

Ques. Have you bought and sold real estate there? 10

Ans. I haven't sold any, I have bought,—yes, I did sell one property, I bought one and sold one.

Ques. Are you connected with any of the institutions in the City of Burlington, building loans or banks?

Ans. No, sir.

Ques. Have you ever been a member of the Building Loan?

Ans. No, sir.

Ques. Have you tried to keep yourself advised as to the value of real estate in the City of Burlington? 20

Ans. Yes, sir.

Ques. Attended sales and noted price?

Ans. Yes, sir.

Ques. Do you own your own store property?

Ans. Yes, sir.

Ques. On the opposite side of the Street?

Ans. Yes, sir.

Ques. What, in your judgment, is the value of the High Street property in November, 1904?

Ans. I think about $8500. 30

Ques. And the Union Street property occupied by the Salvation Army, what was that worth at that time?

Ans. I never gave that consideration, I suppose $800 to $1,000.

Ques. What was the homestead property worth just before Mr. Dubel's death?

Ans. I consider it about $3500 to $3800.

Ques. And that includes the large lot with it?

Ans. Yes, sir.

Ques. What was the Dingee property, including the lot, worth at that time?

Ans. About $4200 was my estimate.

Cross-examination by Judge Wescott:

Ques. Do you know of any sales of property there in that immediate neighborhood at that time?

Ans. No, sir, not at that time, that year.

Ques. That is all.

---

HENRY B. WEAVER sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?

Ans. Burlington, N. J.

Ques. How long have you lived there?

Ans. 25 years.

Ques. What is your business?

Ans. Drugs.

Ques. Where is your place of business?

Ans. 301 High Street.

Ques. How is that situated with respect to the property occupied by Mr. Worth?

Ans. Next to it.

Ques. Next door?

Ans. Yes, sir.

Ques. On which side of him are you, on the Union Street side?

Ans. On the Union and High Street side, I am on the corner.

Ques. Is there any other property between Union Street and his store than yours?

Ans. No.

Ques. You are the only property between him and Union Street?

Ans. Yes, sir.

Ques. What positions, if any, do you hold or have you held in the City of Burlington?

Ans. No public position.

Ques. Have you bought and sold property in the City of Burlington?

Ans. I have bought and sold once or twice.

Ques. Do you attend sales?

Ans. Yes, sir.

Ques. Keep yourself advised as to the price, the going price for property in Burlington?

Ans. To a reasonable extent.

Ques. What, in your judgment, was the value of the High Street store property in February, 1904?

Ans. $10,000.

Ques. And the Union Street properties, what were they worth?

Ans. I should put them at least at $1,000.

Ques. Does your corner property run back to the Union Street property?

Ans. No, there are eight stores between those properties and the corner which I occupy.

Ques. On Union Street?

Ans. Yes, sir.

Ques. Then the High Street property has a very deep lot?

Ans. About 175 or 180 feet, I don't know that I have the figures accurate.

Ques. Do you own any property in that same block outside of the place where you are carrying on business?

Ans. I hold the deed.

Ques. How near to Mr. Worth's property?

Ans. 307 and 309.

Ques. That is right next door?

Ans. Yes, sir.

Ques. You are carrying on business on one side of this property?

Ans. Yes, sir.

Ques. And then have title to property on the other side?

Ans. Yes, sir.

Ques. Now, in the month of November, 1904, just preceding Mr. Dubel's death, what, in your judgment, was the value of the homestead property?

Ans. I should put the value $3500, including the lot.

Ques. And the Dingee property, including the lot?

Ans. I would put that $4500.

Cross-examination by Judge Wescott:

Ques. Where do you live on High Street?

Ans. I am in business 301 High Street.

Ques. Do you own that property?

Ans. I do not.

Ques. What Street is it where you hold title?

Ans. High Street, 307 and 309.

Ques. How far is that from Mr. Worth?

Ans. Next door.

Ques. How big a lot have you got?

Ans. 36 feet 11 inches front, and 175 or 185 deep.

Ques. What is that lot worth?

Ans. That lot at $200 per foot,—you mean the ground?

Ques. No, the whole business, house and lot?

Ans. $11,000.

Ques. How much tax do you pay on that, what is it assessed at?

Ans. It is assessed at $5,000.

Ques. Yours?

Ans. Yes, sir.

Ques. You people will have to raise taxes up there?
Ans. The rate is high enough, we get it on the rate.
Ques. What is the rate?
Ans. $2.40 I think.
Ques. How much did you say it was assessed at?
Ans. $5,000, if my memory serves me right.
Ques. And the rate is what?
Ans. $2.40.
Ques. That is all.

---

ALBERT W. DRESSER sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?
Ans. Burlington, New Jersey.
Ques. How long have you lived there?
Ans. Nearly ten years.
Ques. What is your business?
Ans. Real estate and insurance.
Ques. How long have you been engaged in the real estate business there?
Ans. Nearly ten years.
Ques. Is your business an extensive one or otherwise?
Ans. Quite extensive, yes, sir.
Ques. Have you handled Burlington city property since you have been in business?
Ans. I have sold property for others.
Ques. Bought any property for others?
Ans. No, sir.
Ques. Have you placed insurance on properties there?
Ans. Yes, sir.
Ques. In connection with your business as insurance agent and also as real estate agent, has it become necessary for you to fix the values of Burlington city property?

Ans. To a certain extent, yes, sir.

Ques. Have you kept yourself posted as to the going price of property there?

Ans. I think so.

Ques. What, in your judgment, was the value of the stores on High Street occupied by Mr. Worth in November, 1904?

Ans. I should think $10,000 would be a fair valuation.

Ques. What is the value, in your judgment, of the Union Street property occupied by the Salvation Army?

Ans. I should say $1,000.

Ques. In the fall of 1904, how much was the homestead property worth in the market?

Ans. I should think $3500.

Ques. How much was the Dingee house and lot worth at that time?

Ans. $4500.

Cross-examination by Judge Wescott:

Ques. How much per lineal foot was the High Street property worth?

Judge Gaskill: With or without the building?

Ques. Well, without the building?

Ans. I don't know the size of the High Street lot, I could not say, the values are not fixed by the lineal foot there.

---

EDWIN K. MARTER sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?

Ans. Edgewater Park.

Ques. That is just below Burlington?

Ans. About two and one-half miles.

Ques. Did you know Firman Dubel in his lifetime?

Ans. I think I did.

Ques. Do you know the store property on High Street occupied by Mr. Worth?

Ans. Yes, sir.

Ques. Have you any mortgage on that property?

Ans. I think so, yes, sir.

Ques. How much?

Ans. $2,000.

Ques. How long have you had a $2,000 mortgage on that property?

Ans. I think about 20 years.

Ques. Have you got the bond and mortgage with you?

Ans. Yes, sir, here it is. The old one was there before; the mortgage has been on about 40 years. I have had it about 20 years, I think.

Judge Gaskill offered in evidence a bond made by Joseph Atkinson to Sarah A. Borton, bearing date May 13, 1868, in the penal sum of $4,000, conditioned for the payment of $2,000.

Marked "Exhibit D1."

The offer is objected to as irrelevant. Objection is overruled.

Judge Gaskill also offered in evidence a mortgage from same to the same, of the same date, to secure said bond on premises on the east side of High Street, a short distance south of Union Street in the City of Burlington; recorded in Book H 2 of Mortgages on the 29th day of May, 1868, page 568, in the Clerk's Office of Burlington County at Mount Holly.

Marked "Exhibit D2."

The same objection is made to this offer, and the same ruling is made on the objection.

Defendant's counsel also offered in evidence an assignment of the bond and mortgage above referred to, made by Sarah A. Borton to Edwin K. Marter, bearing date May 13, 1868, the assignment being dated the 4th day of April, 1885, recorded the 30th day of April, 1885, in the same office, in Book I of Assignments, page 187.

Marked "Exhibit D3."

Ques. How much interest, if any, is there due on this mortgage?

Ans. I think there is nearly five years.

Ques. The bond bears the indorsement "Interest paid in full to 12th month 17th, '94, on this bond by Firman Dubel," signed "Edwin K. Marter, by Howard Flanders."

Ans. There is another one since then.

Ques. That was on the back, on the face of the warrant of attorney, which is on the third page of this folio sheet is a receipt in these words: "Burlington, N. J., June 29, 1903. Received of Firman Dubel $650.00 for interest on the within bond to June 17, 1903 (signed) Edwin K. Marter." Has no interest been paid since then?

Ans. No.

Ques. Did you receive the interest from Mr. Dubel yourself?

Ans. Yes, sir.

Ques. Is that your signature to the receipt?

Ans. Yes, sir.

Ques. Are you willing to leave these papers in the charge of Mr. Ernest Watts for such use as we may have for them in this case?

Ans. Yes, sir.

Ques. And then we will return them to you?
Ans. All right.
Ques. That is all.

Cross-examination by Judge Wescott:

Ques. Was this mortgage ever attempted to be foreclosed?
Ans. Yes, sir.
Ques. What happened?
Ans. Uncle Firman paid up the $600.
Ques. When, in 1903?
Ans. It is on there, I think so.
Ques. Is that when he paid $650, 1903?
Ans. I think so, yes, sir.
Ques. The foreclosure seems to have occurred in 1894?
Ans. Well, I don't know now particularly about that, Mr. Flanders attended to it, and it was settled up then at that time—no, Mr. Watts was there and paid $600; that was after the $600 was paid. Don't it tell there when he started to foreclose?
Ques. Yes, foreclosed in 1894.
Ans. It was settled, and I let it lay just as it was. We never intended to foreclose it, but we wanted a little cash and started the thing and had to go on, and it was settled. That is when Johnnie Dubel owned the property, before Uncle Firman owned it.
Ques. Has this mortgage ever been paid by Mr. Dubel?
Ans. What do you mean?
Ques. Did he pay the interest?
Ans. No, he didn't pay the interest.
Ques. The mortgage on its face shows that, but did he pay you the value of the bond?
Ans. No, only $600 interest or $650.
Ques. Didn't he give you cash for this mortgage just before he died?
Ans. No, sir, never gave me a cent. He didn't pay the

interest—(the balance of the answer was ordered stricken out.)

Ques. Have you any account except what appears in these papers?

Ans. No, sir, none at all, never had any other one.

Re-Direct:

Ques. What is due on this mortgage at this time?

Ans. I haven't figured it up; I got word yesterday afternoon to come down here to-day and bring those papers.

Ques. Is the principal sum due, the $2,000?

Ans. It was due in a year.

Ques. Has it ever been paid to you?

Ans. No, sir, not a cent.

Ques. The principal sum of $2,000 is due with interest?

Ans. Yes, sir, due with interest.

Ques. With reference to this foreclosure that is marked on the paper, that was the foreclosure commenced while John Dubel owned the property?

Ans. Yes, sir.

Ques. And back in 1894?

Ans. Somewhere then.

Ques. Did you say that at that time your Uncle Firman paid up the interest and stopped the foreclosure?

Ans. Yes, sir, he settled it in some way, him and Johnnie fixed it up.

Ques. Then when Johnnie turned the property over to his Uncle Firman, was that the time this last entry was paid that you receipted in 1903?

Ans. I think this was a little while afterward. Mr. Watts can tell you all about it, he had all to do with it.

Ques. That is all.

DR. CHARLES DINGEE sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Are you a practicing physician?
Ans. Yes, sir.
Ques. Residing and practicing where?
Ans. In Burlington.
Ques. How long have you been a practicing physician in the City of Burlington?
Ans. Twelve years next August.
Ques. Where do you live, in what property?
Ans. In the property known as the Dingee property, corner of Union and Stacy Streets, owned by Mr. Dubel.
Ques. Named after you because you are the occupant?
Ans. Yes, sir.
Ques. How long have you lived in that property corner of Union and Stacy Streets?
Ans. I can't tell exactly, seven or eight years.
Ques. From whom did you rent it?
Ans. Firman Dubel.
Ques. To whom did you pay your rent?
Ans. Firman Dubel generally, that is, until Watts got hold of it.
Ques. Did you receive any receipts from him?
Ans. Lots of them.
Ques. Who wrote out the receipts?
Ans. I did.
Ques. How came you to do that?
Ans. Because he would not have his glasses and he was not in a fit condition to write them, could not see.
Ques. Did he request you to write them?
Ans. Always.
Ques. (By the Court) During what period of time are you referring to?
Ans. From the time that I first went there until Mr.

Watts got hold of it. I think I have been there eight or nine years.

Ques. (Further Direct) Were you a tenant in the property at the time of his death?

Ans. Yes, sir.

Ques. And had been how long?

Ans. Several years before that.

Ques. After he would ask you to write the receipts, state what his practice was with reference to signing the receipts?

(Objected to.)

Ans. I don't understand you.

Ques. Did he or not read the receipts after he asked you to write them and after you wrote them?

Ans. Never.

(Objected to on the ground that it is immaterial.)

(Objection overruled.)

Ques. I show you 21 receipts, and ask you if they are the receipts, or some of the receipts in question?

Ans. These (referring to the 18 last receipts) are mine, and these three are written by my wife, those are the ones that she wrote and he signed.

Defendant's counsel offered the receipts in evidence as one exhibit, put them in an envelope, and the envelope was marked "Exhibit D4."

(Objected to as irrelevant and immaterial; admitted.)

Ques. Whose signature is it to these receipts?

Ans. Mine and my wife.

Ques. Not your signature?

Ans. Firman Dubel's.

Ques. Did you see him sign his name to them?

Ans. Yes, sir, to all I wrote, I did not to those my wife wrote.

Ques. Did he ever ask you to read these receipts to him before he signed them?

Ans. No, sir.

(Objected to as immaterial.)

Judge Gaskill: Our purpose is to show by this witness and other witnesses, that it was the custom of Mr. Dubel to sign papers purporting to be receipts for rent submitted to him by his different tenants, without reading them or without having them read to him, and without requesting them to be read, and without knowing their contents except as he trusted to the honesty of the persons who were paying him the rent.

The Court: I think it is competent.

Ans. I don't mean to say that I never read any of these, but the most of them I never read. Probably the first or second one I read, and then after that he told me it was unnecessary. I think I remember reading one to him.

Cross-examination by Judge Wescott:

Ques. How much rent do these reecipts call for a month?

Ans. $19.00 per month, but sometimes there is a receipt for more, because sometimes I owed him a month and paid a month or two together; I don't know about that

Ques. You paid $19.00 per month for the property?

Ans. Yes, sir.

Ques. That is called the Dingee property?

Ans. That is the one you designate as the Dingee property.

Ques. (By the Court) Does this include the vacant lot they talk about?

Ans. Yes, sir, I think so.

Ques. What did you do with that lot, doctor, the vacant lot?

Ans. Raised flowers and chickens, used it as a lawn.

Ques. How big a lot is it?

Ans. That I could not tell you; I have got to guess at that.

Ques. Give your best judgment?

Ans. May I ask a question? Which do they consider the lot, there is a lot on the Stacy Street side and a lot on the Union Street side, which is the lot?

Ques. Did you rent both lots?

Ans. Both under one enclosure, no fence except what I put up.

Ques. Then you had a lot on both sides of the house?

Ans. Yes, sir.

Ques. That is known as the Dingee property?

Ans. This is the first I heard of that.

Ques. How much front have you?

Ans. I suppose on Union Street it must be 100 and on Stacy Street 150; I am not expert on that, and I could not tell you about that, but it is longer on Stacy than it is on Union.

Ques. Did Mr. Dubel come to you and collect the rent himself?

Ans. Until Watts got hold of it, yes.

Ques. When did Watts get hold of it?

Ans. I could not tell you, but I suppose it is about 1904, I don't know about that.

Ques. After the death of Mr. Dubel?

Ans. No, it was a little while before the death of Mr. Dubel.

Ques. (Further Cross) Are you sure you never explained these receipts, any of them, to Mr. Dubel?

Ans. As I told you, maybe the first one or two, I read them; after that it was unnecessary, he didn't ask for them.

Ques. Didn't he know what the receipts were about?

Ans. Certainly, he knew it was a month's rent.

Ques. He came to you for the rent?

Ans. Yes, sir.

Ques. And you wrote a receipt and he signed it? 10

Ans. Yes, sir.

Ques. And you paid him the money?

Ans. Yes, sir, and he counted it.

Ques. That was his habit?

Ans. That was his habit.

Ques. And you say he didn't write the receipts, did he ever write them at all?

Ans. I don't think I have a receipt written in his handwriting, no, sir.

Ques. I understand you gave the reason for his not 20 writing them, the fact that he hadn't his glasses?

Ans. Yes, sir.

Ques. Didn't he ever have his glasses there during all these years that he was calling on you?

Ans. He always said that, I can't say.

Ques. Could he not see?

Ans. I could not tell you.

Ques. Did you ask him where his glasses were?

Ans. No, sir.

Ques. Did he tell you he hadn't his glasses and could 30 not see?

Ans. As a rule he would say, "I haven't got my glasses with me, you write it out."

Ques. As a rule he said that?

Ans. Yes, sir, I think every time but once or twice.

Ques. He could see the money?

Ans. Yes, sir, generally, and count it.

Ques. What was the occasion of taking it out of his hands and putting it into Mr. Watts' hands?

Ans. I don't know, unless he didn't want to manage his own business, I don't know about that.

Ques. Is it not true that he had some trouble with you about collecting rents?

Ans. No, sir, never had any trouble at all.

Ques. Wasn't there one occasion that he insisted upon knowing what was in the receipt because there was either two or more months' arrearages?

Ans. No, sir.

Ques. Are you sure about that?

Ans. Yes, sir, I am as sure about it as I know I am alive. I might have been behind a month or two, but I never had any trouble with Uncle Firman.

Ques. Didn't he on those occasions read the receipts to see whether they were accurately drawn?

Ans. No, sir, he did not.

Ques. Didn't you on one occasion make a mistake in drawing a receipt?

Ans. No, sir.

Ques. And give Mr. Dubel a receipt for two months when you paid only one?

Ans. No, sir.

Ques. And didn't he complain to you about it?

Ans. No, sir.

Ques. And was not that the reason the matter was put in Mr. Watts' hands?

Ans. No, sir.

Ques. Didn't he discover the mistake by reading the receipt?

Ans. Not to my knowledge, I never heard tell of it.

Re-Direct:

Ques. One question I omitted, what was Mr. Dubel's habit with reference to drink?

(Objected to as immaterial.)

Judge Gaskill: That is one of the matters set out distinctly in the answer.

The Court: I think it is a competent defence, I don't see how it can be shut out.

Ans. I have seen him pretty well intoxicated. I have seen him brought home at night so drunk that he could not walk.

Ques. How frequently was that the case during the last year or 18 months of his life?

Ans. Quite often.

Ques. (By the Court) What do you mean by that, quite often, how often?

Ans. Once or twice a week.

Ques. I would like to ask a few questions about these receipts. The last receipt that I found is dated February 2nd, 1904, is that in your handwriting?

Ans. Yes, sir.

Ques. You made a remark touching his condition, will you repeat that, I didn't get it fully?

Ans. How do you mean?

Ques. I understood you to say that he was not in a condition to write the receipts, anyway?

Ans. I said sometimes he was not.

Ques. What do you mean by that?

Ans. Sometimes he would be intoxicated when he came after the rent.

Ques. You had reference to his intoxication and not to his physique?

Ans. No, he was always able to walk; he would come by our place every morning, and when we had the rent for him he would stop and sometimes he would not stop until the afternoon, and then he was under the weather.

Ques. How often did you pay him the rent when he was intoxicated?

Ans. I don't suppose over once or twice.

Ques. And on those occasions he signed receipts?

Ans. Just the same, the hand would be a little more trembling. I think I could pick out receipts, I think you can see it by the handwriting.

Ques. How drunk was he; I want to get an idea whether he knew what he was signing, or was responsible for what he was signing?

Ans. He could always count the money and could know that he had the right amount; you could see that he was drunk by his talk, and probably he staggered a little bit.

Ques. Was he able to know what he was signing, if he undertook to ascertain by reading it?

Ans. I think so.

Ques. As a matter of fact, his habit was not to read the receipts?

Ans. That is right, yes, sir.

Further Cross:

Ques. Then he was not only physically able to receive the money and understand it, but he was mentally able?

Ans. That is a question of judgment; I should say that he knew what he was doing, but still the man was intoxicated.

Ques. You would not certainly as an ordinary fair man, pay money to a man who was so drunk that he would not know how to take care of it?

Ans. No, I would not do that, I would make him wait until the next day.

Ques. Then he was able to receive this money and know what it was about and take charge of it when you paid it to him?

Ans. The fact is, he always did, yes, sir.

Ques. Now then, did you see him drunk the last year of his life?

Ans. I suppose I saw that man drunk on an average of once or twice a week, because he came by our place every time he came home.

Ques. What time in the day did you see him drunk?

Ans. Generally toward evening.

Ques. What do you mean by toward evening, what time in the day?

Ans. Between five and six o'clock.

Ques. Where did he get his whiskey?

Ans. I don't know.

Ques. Where did you see him when he was drunk coming home twice a day?

Ans. I didn't say twice a day, twice a week.

Ques. Coming by your house?

Ans. Yes, sir, by my office window.

Ques. Did you stop him and speak to him?

Ans. Once in awhile I would,and sometimes I would not.

Ques. When you stopped him and spoke to him did he understand you?

Ans. I think he did, because he answered.

Ques. Could you pick out his intoxicated days in the chirography, I understand you to say that you could?

Ans. I said I thought they would show for themselves.

Ques. Give me some of the signatures that show intoxication.

Ans. Where are they? (Looking at the receipts) I would say that on February 15, no year on it. Let us see what the next is,—1901.

Ques. The one marked February 15, without any year, is a drunken signature?

Ans. I should say he was a little nervous at that time, yes, sir.

Ques. Now pick out another one; was the one immediately following Feb. 15, the one dated July 3rd, 1901, a drunken signature, too?

Ans. No, that looks more like when he was all right.

Ques. That is a sober signature?

Ans. Looks more like it, yes, sir.

Ques. How do you tell the drunken one from the sober one; the sober ones look worse than the drunken ones.

Judge Gaskill: That is a matter of judgment.

Ans. I should think that was one, May 24, 1902; I should call that one of August 10, 1903.

Ques. Did his physical ability decline a little in the latter part of his life and the hand get more tremulous?

Ans. Yes, sir, this is a bad one there; I should say that was when he was under the weather, Feb. 2nd, 1904.

Ques. I understood you to say that he grew more tremulous the last year of his life?

Ans. That is my opinion, not as a physician, because I didn't attend him.

Ques. That is all.

It is agreed between counsel of both sides, that the Cashier of the Mechanics' National Bank may produce copies of the book account of Mr. Worth and of Mr. Dubel, and that they shall have the same force and effect as though the original books were offered, reserving to counsel for complainant, the right to make the same objections to the copies which he would to the books if they were produced, on the ground of their being incompetent.

---

JOSEPH SHEPPARD sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Major Sheppard, are you connected with the Salvation Army of America?

Ans. Yes, sir.

Ques. What position do you hold in the Army?

Ans. I am Major of the Salvation Army.

Ques. Is the Burlington Branch, if that is the right name for it, within your jurisdiction?

Ans. Not now.

Ques. Was it in 1904 and five?

Ans. Yes, sir.

Ques. Were you immediately in charge of that branch, or was it simply within your jurisdiction and under the charge of somebody else?

Ans. I had charge of all our work in New Jersey, and that was one of my corps.

Ques. What property was the Army occupying in the City of Burlington?

Ans. The piece of property I think is on Union Street, I am not fully acquainted with the Streets, I know the property.

Ques. Who was the landlord of that property?

Ans. Mr. Firman Dubel.

Ques. Did you know him?

Ans. I met him once.

Ques. When was that?

Ans. In October, 1904.

Ques. Without attempting to repeat the conversation, tell us the purpose of meeting him at that time, if there was one.

Ans. I had just been to the bank to deposit $80.00 as a foundation, as the commencement of a fund to buy a property in Burlington for Army purposes, and was sitting in Mr. John Branch's shoe store when Mr. Dubel passed by the window, and Mr. Branch called my attention to his going, and I ran out and asked him to come in for a minute—

(Objected to.)

Ques. I don't care for the conversation, but what was the subject matter of the conversation.

Judge Wescott: Objected to, the subject matter is just as bad as the conversation itself.

Judge Gaskill: I propose to show that there were negotiations entered into between the witness and Mr. Dubel at this time for the purchase of this property then occupied by the Salvation Army, and this was months after the so-called contract of sale had been made with the complainant.

The Court: Suppose Mr. Dubel was alive and was here defending this suit, would he be allowed to testify to a contract to sell the property after the alleged sale?

Judge Gaskill: No, I think not.

The Court: Would his representative be allowed greater privilege?

Judge Gaskill: I am not calling his representative. In a case where fraud is alleged, when I show conduct on the part of the parties sought to be charged, inconsistent with the claim that is made, that is competent.

The Court: I think it is incompetent, and I shall have to exclude the evidence.

Ques. That is all.

Judge Gaskill: It is not necessary for me to call other witnesses to make the point I have made?

The Court: Touching any offer on the part of Firman Dubel to sell the property?

Judge Gaskill: Yes.

The Court: No, you may consider those all overruled. However, if you find any authorities which will convince me that I am in error, I would like very much to reconsider it; you understand I don't exclude his conduct.

---

I. Snowden Haines affirmed on the part of the Defendant.

Direct examination by Judge Gaskill:

Ques. You live in the City of Burlington?
Ans. I do.
Ans. And have lived there how many years?
Ans. About 40.
Ques. What is your occupation or employment?
Ans. Cashier of the Mechanics' National Bank of Burlington.
Ques. How long have you occupied that position?
Ans. About three years as cashier.
Ques. Have you at our request made a transcript from the books of the bank of the account of Nathan Worth?
Ans. I have had such a transcript made.
Ques. Have you compared it with the books of the bank?
Ans. I have.
Ques. Have you that transcript with you?
Ans. I have.
Ques. Is the transcript which you now have in your hand a true and correct transcript of the books of the bank showing this account?
Ans. It is, as between certain dates called for.
Ques. What dates are they?

Ans. Beginning January 1st, 1904, and extending to and including Feb. 26, 1907.

The Court: That is after his death?

Ans. I don't know when he died.

Ques. Yes, I don't care for it any further than the time of his death in December, 1904. For the year 1904 is all I desire.

Ans. It covers the whole of the calendar year 1904 and more.

Judge Gaskill: I offer that in evidence.

Judge Wescott: It is objected to.

The Court: Is there any objection to the competency of the evidence?

Judge Wescott: Yes, I don't think it is competent in any aspect, and it ought to be the entire account if it is admissible at all.

Judge Gaskill: When you say the entire account what do you mean, from the time he first opened an account up to the present time?

Judge Wescott: Yes, why, of course. The question is what relevancy can it bear in the remotest degree with the case here under investigation. I suppose the purpose of the evidence would be to argue that the account in that bank is in some mysterious way irreconcilable or inconsistent with Mrs. Worth's testimony.

The Court: I think it is competent, it is competent for Mr. Worth to explain this account on rebuttal.

Judge Wescott: If the statute would let him.

The Court: I think it will, I think he can testify to any matter to show where he got this money, if it is claimed that he hadn't it, and his testimony will be limited only in those fields where it refers to conversations with or transactions with the deceased; but I cannot see any objection to his testifying where he got his money from and to the sources of revenue he had, and what other bank accounts he had, and where he kept his money. I think the bank account of Mr. Worth is evidential. Perhaps it is not forceful standing alone to warrant the conclusion you state, because there are so many other places he might have had his money, but as one evidential step in the line in which the claim is made that he didn't have the money, I think it is competent.

Judge Wescott: I object further that it don't show the entire account.

Judge Gaskill: I will ask Mr. Haines to bring the entire account. Mr. Haines, if you can't have it by the opening of the Court, bring it down on a later train.

Ans. This covers the period you asked for.

The Court: The account will be admitted with the understanding that Judge Wescott makes the same stipulation with regard to the balance of the account.

The further hearing was then adjourned until January 24, 1908, at 10 A. M.

IN CHANCERY OF NEW JERSEY.

Between

NATHAN WORTH,

Complainant

and

ERNEST WATTS, EXECUTOR OF THE LAST WILL OF FIRMAN DUBELL, DECEASED.

CAMDEN, N. J., January 24, 1908.

The hearing of this cause was continued, pursuant to adjournment.

Appearances as heretofore stated.

MISS SUSAN ROBERTS sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. You live in the City of Burlington?
Ans. I do.
Ques. And have lived there for several years?
Ans. Yes.
Ques. Did you know Firman Dubel in his lifetime?
Ans. I did.
Ques. Did you have any business relations with Mr. Dubel?
Ans. I did.
Ques. Of what nature?
Ans. He held a mortgage on the house I lived in.

Ques. Did he hold the mortgage at the time of his death?

Ans. Yes.

Ques. And how long before his death had he held it?

Ans. I don't know how long, I know how long I had the property.

Ques. How long had you the property on which he held the mortgage?

Ans. We owned it before that—I have been paying the interest for 17 years, and I don't know how long my father did before that.

Ques. During the last years of Mr. Dubel's lifetime, to whom did you pay the interest?

Ans. To him.

Ques. Did you get receipts for the interest paid?

Ans. I did.

Ques. Who wrote those receipts?

Ans. I did.

Ques. At whose request did you write them?

Ans. At his.

Ques. After the receipts were written, would he or not, read them over before signing them?

Ans. No, he would not.

Ques. He would not read them?

Ans. No.

Ques. Have you some of those receipts with you?

Ans. I have.

Ques. Will you produce them, please?

Ans. They are scattered through this book (producing book.)

Ques. They are in the receipt book?

Ans. In the general receipt book. There is one of them.

Judge Wescott: I desire to have it noted that I object to proof of the fact that Mr. Dubel didn't read this receipt as immaterial.

The Court: I have had some doubt touching the competency of this class of evidence, but I feel quite certain it is competent. My view is, and my rulings will conform to that view, that any statement made by the deceased, which may be said to be a statement in his own interest, cannot be offered in evidence on behalf of the heirs or his representatives who stand exactly in this case in his place. That will apply as well to acts of his because his acts and statements all fall within the same line so far as their admissibility is concerned, but when it comes to his habitual conduct, that is to say, his habits of life, his personal characteristics, recognized as a part of him in his ordinary conduct before and since the execution of the instrument, I am convinced that that is admissible, and I will adhere to that ruling and overrule the objection, and give counsel for the complainant the benefit of any error that may be found in the ruling. So the present evidence will be admitted.

Judge Gaskill: The witness points to a receipt in her general receipt book under date of July 1st, 1898

Ques. In whose handwriting is the body of that receipt?

Ans. Mine.

Ques. Whose signature is it?

Ans. Firman Dubel's.

Ques. What other receipt can you point out?

Ans. (The witness points to another receipt under date of January 2nd, 1893.)

Ques. In whose handwriting is the body of that receipt?

Ans. Mine and Annie Clutch. My handwriting, and the signature is Firman Dubel, by Annie Clutch.

The Court: This is not his signature?

Judge Gaskill: No.

Ques. What I want is his signature.

Ans. There are only two of hers I think (here is another.)

Ques. The witness points to another receipt under date of January 1st, 1895; in whose handwriting is the body of that?

Ans. Mine.

Ques. Whose signature?

Ans. Firman Dubel.

Ques. I don't think it will be necessary to go through it if the witness is willing to leave the book; you are willing to leave it?

Ans. Yes, sir.

Ques. (By the Court) State generally what dates these receipts occur?

Ans. They would be January 1st and July 1st, I paid it twice a year.

Ques. When are the earliest receipts signed by him which you have written, and the latest?

Ans. There were some earlier than this.

Ques. (Further Direct) What is the earliest in this book?

Ans. The one I showed you first.

Ques. Under date of January 2nd, 1893. What is the latest one in the book?

Ans. July, 1904.

Ques. Witness points to a receipt under date of July 9, 1904. Whose signature is that?

Ans. His.

Ques. In whose handwriting is the body?

Ans. Mine.

Ques. To your knowledge is that the last receipt signed by him?

Ans. Yes.

Book offered in evidence and marked "Exhibit D5."

Judge Wescott: I object to the offer of all but the last receipt, not only that they are too remote, but do not aid in the establishment of the proposition that it was his habit to get other people to write receipts.

The Court: The objection will be overruled. My idea of this evidence is, that it falls within that class where the conduct of the person is used to establish his mental capacity or any other physical or mental characteristic which may serve to show what his conduct was, or how his conduct may be accounted for, and it is along those lines that I think it is competent.

Judge Gaskill: The first one signed by Firman Dubel, is December 30, 1893, for $75.00. Two preceding receipts had been signed by Annie Clutch.

Ques. (By the Court) Can the record show what the situation is between those two dates; are there receipts every six months?

Ans. Yes, every six months.

Cross-examination by Judge Wescott:

Ques. Where did you live when you paid Mr. Dubel this interest?

Ans. 209 East Union Street, Burlington, N. J.

Ques. Did he come after it personally?

Ans. No.

Ques. Never came after it?

Ans. No.

Ques. Whom did you pay the money to?

Ans. I generally paid it to him except those two cases, I think.

Ques. Then you went to him?

Ans. Yes, at his own home.

Ques. And the last payment you went to his home?

Ans. Yes, sir, July, 1904.

Ques. Who was with Mr. Dubel at the time, anybody?

Ans. There was somebody in the house, but I don't think there was anybody in the room at that time.

Ques. I suppose he counted the money to see whether it was correct.

Ans. I paid by check.

Ques. Did you always by check?

Ans. Mostly, sometimes not.

Ques. When you didn't pay by check, did he count the money to see if it was correct?

Ans. No.

Ques. Who did count it?

Ans. Nobody, he just put it in his pocket.

Ques. Rolled it up and put it in his pocket?

Ans. I asked him to count it but he said it was all right.

Ques. Did you lay it before him in a bunch unrolled and uncounted?

Ans. Unrolled, but I had counted it, but not in his presence.

Ques. He simply relied upon your word that it was correct?

Ans. Yes.

Ques. (By the Court) Did that occur many times when you handed him money and he failed to count it, and put it in his pocket?

Ans. Always.

Ques. Did you pay him money and not checks many times?

Ans. No, sir, not very many times; I suppose four or five probably. I generally paid him by check.

Ques. Is the testimony which you gave touching the receipts to the effect that he didn't read the receipts, does that apply to all of these receipts in here?

Ans. Yes.

Ques. That was his habit?

Ans. Yes.
Ques. His habit was never to read the receipts?
Ans. I often asked him to read them, he would not do it.

Further Cross:

Ques. Did you write the receipts in his presence or before you went?
Ans. Sometimes and sometimes not, after a while I wrote them and took them to him.
Ques. Did you read them to him ever?
Ans. No.
Ques. That is all.

---

Mrs. Estella M. Rodman sworn for Defendant.

Direct examination by Mr. Gaskill:

Ques. You live in Burlington?
Ans. I do.
Ques. You lived there for a number of years past?
Ans. All my life.
Ques. Are you acquainted with Firman Dubel?
Ans. I was.
Ques. Did you have business transactions with him?
Ans. I rented of him.
Ques. Rented a house of him?
Ans. Yes, sir.
Ques. Were you his tenant at the time of his death?
Ans. No.
Ques. How long before his death?
Ans. About two years.
Ques. How long had you been his tenant?
Ans. Seven years and seven months.
Ques. During that time did you pay him rent?

Ans. Yes, sir.

Ques. Did you get receipts for the rent?

Ans. Yes, sir.

Ques. Who wrote the receipts?

Ans. I did.

Ques. What was your practice with reference to reading them to him or he reading them after you wrote them?

Ans. Never happened that way.

Ques. What way?

Ans. I didn't either read them nor he didn't.

Ques. He would sign what you presented to him?

Ans. Yes, sir.

Ques. Have you your receipts with you?

Ans. Yes, sir. (Producing a book.)

Ques. Does this book contain anything else than the receipts for the rent?

Ans. It is for 12 years' rent, different landlords, this is the first one.

Ques. The first one the witness points out is under date of June 1st, 1897, and it contains receipts over to December 1st, 1904. Now some of these receipts are signed by Annie Clutch, are they not?

Ans. Yes, sir.

Ques. In between those two dates, those that have the name of Firman Dubel, were they signed by him?

Ans. Yes, sir.

Ques. In your presence?

Ans. Yes, sir.

Ques. In whose handwriting is the body of all those receipts?

Ans. Mine.

Book referred to offered in evidence and marked "Exhibit D6."

(Same objection is made to the offer and the same ruling is made on the objection.)

Ques. (By the Court) Does your testimony apply to all those receipts when you say he would never read the body of the receipts, and signed them without reading them?

Ans. Yes, sir.

Ques. That was his uniform practice?

Ans. Yes, sir.

Judge Wescott: This is objected to on the same ground as the other.

Ques. (Further Direct) How often did you pay the rent?

Ans. Every month.

Ques. And those receipts show every month's rent during that period?

Ans. Yes, sir.

Cross-examination by Judge Wescott:

Ques. Did you ever see Mr. Dubel sign any other separate papers than the receipts for rent?

Ans. No, I never saw any but what he signed in that book.

Ques. When was the last receipt?

Ans. I can't say.

Ques. What year?

Ans. 1904, December, I think.

Ques. When did you leave his property?

Ans. Two years before his death.

Ques. When did you leave his property.

Ans. No, not two years before his death, we moved in January after his death; a month after his death.

Ques. Did you write these receipts before you went to him, or after?

Ans. I wrote them before I went to his house.

Ques. How did you pay him, in money or by check?

Ans. I paid him by money.

Ques. Did he count the money?

Ans. No, he never seemed to.

Ques. How did you give it to him?

Ans. I simply handed it to him, and he put it in his pocket and signed the receipt.

Ques. How much was it, ten dollars at a time?

Ans. Yes, sir.

Ques. He would not look at the money at all?

Ans. Of course, I don't know how much he looked at it; he simply took it in his hands and put it in his pocket: he never seemed to examine it in any way.

Ques. How did you pay it, in one bill?

Ans. Sometimes in two five dollar bills, and sometimes it would be in a ten dollar bill.

Ques. Do you mean to say that he didn't even look at it?

Ans. No, I did not say that; I said I didn't know that he examined to see what it was; but I would give it to him, and he folded it up like this and put it in his pocket. but he never examined it to see whether it was five or ten.

Ques. And sometimes you paid this money to whom?

Ans. To Miss Annie Clutch, his housekeeper.

Ques. Did she examine it?

Ans. I could not say, I never noticed whether she did or not.

Ques. Did she also tell you to write the receipts?

Ans. Yes, sir.

Ques. And you wrote the receipts in her presence?

Ans. No, sir; I wrote them at my home.

Ques. At her direction, as well as Mr. Dubel's?

Ans. Yes, because I didn't know whether she would be there or Mr. Dubel.

Ques. Didn't you ever read the receipts to Mr. Dubel?

Ans. No.

Ques. Didn't you ever read them to Miss Clutch?

Ans. No.

Ques. Neither of them read them?

Ans. I don't know whether she read them.

Ques. But you did notice that he did not?

Ans. Yes, he did not.

Ques. You didn't notice whether she did or not?

Ans. No, I never paid that much attention to her.

Ques. Why would you pay more attention to him than to her?

Ans. Well, we would be talking, her and I, and when he would be there we never had much to say, and I would not pay much attention to it when she took it.

Ques. You gave Mr. Dubel the book to write in?

Ans. Yes, sir.

Ques. And he got a pen and wrote his name?

Ans. Yes.

Ques. And whether he would notice what he was doing or not when he wrote you don't know?

Ans. No.

Ques. You didn't hear Mr. Dubel say that he would not read the receipts?

Ans. No.

Ques. Never saw him refuse to read them?

Ans. No.

Ques. But you did uniformly see him take the book and write his name to the receipts?

Ans. Yes.

Ques. That is all.

---

JAMES C. McCORMICK sworn for the Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?

Ans. I live in Burlington Township, two miles outside of Burlington City.

Ques. Are you a farmer?

Ans. Yes, sir.

Ques. Did you know Firman Dubel in his lifetime?

Ans. Yes, sir.

Ques. Were you a tenant of his?

Ans. Yes, sir.

Ques. A house or farm?

Ans. A farm, a small farm.

Ques. Were you his tenant at the time of his death?

Ans. I was.

Ques. How long had you been his tenant before his death? **10**

Ans. I took possession of the premises on the 25th of February, 1902.

Ques. Are you still in possession of these same premises?

Ans. I am.

Ques. During his lifetime and after you became his tenant, did you pay him rent?

Ans. I did.

Ques. How often? **20**

Ans. Annually.

Ques. Did you get receipts for your rent?

Ans. I did.

Ques. Who wrote the receipts?

Ans. I did.

Ques. Did you read the receipts to Mr. Dubel before they were signed?

Ans. I asked him to read them and he didn't care to, and said it was all right and signed them.

Ques. Have you those receipts with you? **30**

Ans. Yes, sir.

Ques. Will you produce them?

Ans. They are pretty well worn, they have been in my file for sometime.

Ques. Witness produced two receipts, one under date of February 28, 1903, for $100., and he is asked whose signature is that to that receipt?

Ans. Mr. Dubel's.

Ques. In whose handwriting is the body of the receipt?

Ans. Mine.

Ques. That is for $100. Also produced receipt under date of the 2nd month, 13th, 1904, for $80.00, in whose handwriting is the body of that receipt?

Ans. Mine.

Ques. In whose handwriting is the signature?

Ans. Mr. Dubel's.

Ques. You saw him sign both those papers?

Ans. Yes, sir.

Ques. And neither of those papers you read over to him before he signed them?

Ans. No.

Ques. Did he read either one over?

Ans. I never noticed him to read them, he said they were all right he guessed, and he would sign them right at his little desk in his dining room.

Ques. How did you pay him, what kind of money?

Ans. Whatever I happened to get, or have in my possession at that time. I don't remember the denomination of the notes; it was in paper money mostly.

Ques. Not in checks?

Ans. No, never paid him in checks.

Ques. What did he do with reference to the money when you handed it over to him?

Ans. I would say, "Mr. Dubel, there is so much money"; he would fold it up and put it in his pocket.

Ques. Would he count it over?

Ans. Never saw him count it.

Ques. He would take your word for it?

Ans. Yes, sir.

The two receipts pinned together are offered in evidence as one exhibit and marked "Exhibit D7."

Judge Wescott: I make the same objection to this testimony and to those receipts.

Same ruling.

Cross-examination by Judge Wescott:

Ques. Did you ever get more than these two receipts from him?

Ans. That is all.

Ques. Where did you live, did you say?

Ans. I live about two miles from Burlington, in Burlington Township.

Ques. And you got the money and drove in and saw Mr. Dubel and paid him?

Ans. Yes, sir.

Ques. Did you hand him the receipts to be signed by him?

Ans. No, sir; I would request a receipt, and Mr. Dubel would hunt in his desk and get paper and tell me to write it.

Ques. Did he tell you what to write?

Ans. No, sir.

Ques. Was he there when you wrote the receipts?

Ans. He was.

Ques. Did he watch you or look at them while you were writing them?

Ans. He stood near by.

Ques. Did you tell him what you were putting in the receipts?

Ans. No, sir; I don't remember ever telling him what was in them.

Ques. And he didn't know what was in the receipts?

Ans. I don't know that he did.

Ques. I notice in the last receipt you say: "Received from James C. McCormick, in full up to March, 1904, $80.00."

Ans. Yes, sir.

Ques. That is correct?

Ans. Yes, sir; I think it is if I remember the receipt right.

Ques. Did he look at the money at all?

Ans. I don't know that he did, sir.

Ques. How did you pay him the money, just in a wad or roll it?

Ans. I laid it out on his little desk in his dining room.

Ques. Laid the bills of money right before him?

Ans. Yes, sir; it was always in bills, but the denominations I can't tell you.

Ques. You waited a little while, I suppose?

Ans. Not long, unless there was something he wanted to say in regard to the farm or something of that kind.

Ques. Did you wait long enough to see what he did with the money?

Ans. Yes, sir; he would have a habit of sticking it down in his vest pocket as soon as he got it.

Ques. He rolled it up and stuck it in his vest pocket without even looking at it?

Ans. I don't know that he looked at it long enough to count it.

Ques. When you laid it out, did you lay it out in a bunch, so that it could not be counted, or did you put it so that it could be counted?

Ans. I don't remember how I did that; he had confidence in me.

Ques. No doubt about that, I have just as much as he had.

Ans. And I don't know that he ever did count it, never saw him count it as I would count it if you handed me money. (Laughter) That is not intended as a reflection upon you, Judge.

Ques. You stayed there long enough to see him roll the money up and put it in his vest pocket?

Ans. Yes, sir; on some occasions he would walk from

the house down to the gate with me. On some occasions I went to the house; I was a frequent visitor to the house when he had to buy anything for the farm.

Ques. These receipts, you handed them to him and he had them in his hands?

Ans. Never had them in his hands, no, sir; they were laying on the desk and he would put his signature to them.

Ques. They were on his desk?

Ans. The paper came out of his desk, and I would sit down and write the receipt, and he sat down and put his name to it.

Ques. You handed the receipts to him or laid them before him?

Ans. Laid them right where they were when I got through writing.

Ques. And then he sat down in the same chair?

Ans. Yes, sir.

Ques. And he saw these receipts when he put his signatures to them?

Ans. Yes, sir.

Ques. You didn't see him close his eyes when he put his name there?

Ans. No, I don't think he did that.

Ques. They are very short?

Ans. Yes, sir.

Ques. The first one reads, "Received of James C. McCormick $100 on account of rent of farm, without allowance for work."

Ans. Yes, sir; that is correct.

Ques. Did you say anything to him or him to you about the "without allowance for work?"

Ans. Yes, sir; I was to do what hauling he requested, without him allowing me anything for it. If he wanted a cord of wood hauled in to him, I was to haul that in, without charging him for it.

Ques. Did you say anything to him about that when you drew the receipt?

Ans. I don't remember that I did.

Ques. Or did he say anything to you about it?

Ans. I don't remember anything passing between us about it.

Ques. Was there any conversation between you and him at all on these two occasions?

Ans. There may have been some, but just what it was I could not tell you.

Ques. But as far as the making of the receipts and their contents were concerned, and his signing them and your paying the money, and his taking the money, it was a perfectly silent performance?

Ans. I may have been talking to him, but as to what the receipts contained, I don't remember saying what was on them.

Ques. You have no doubt but what he knew what the receipts contained?

Ans. He had an opportunity to know, I don't know that he did know.

Ques. And he was a man of ordinary good sense, was he not?

Ans. Yes, sir.

Ques. A business man of considerable experience?

Ans. He should have had quite a lot of experience.

Ques. A pretty sharp fellow?

Ans. Well, I don't know about that.

Ques. He was not stupid?

Ans. I don't know that he was stupid; I would not like to call the old gentleman stupid.

Ques. Or you would not like to call him sharp?

Ans. There are plenty of sharper men than Mr. Dubel was.

Ques. Was he not known in the community as a sharp man; able to take care of himself and accumulate a large fortune by his wits?

Ans. Never heard anybody express that opinion of him.

Ques. From whom did you rent this farm?

Ans. Mr. Dubel.

Ques. Who determined the amount of rent to be paid?

Ans. Mr. Dubel.

Ques. Was there a lease drawn?

Ans. Yes, sir.

Ques. Who fixed the terms of the lease, or helped fixed them?

Ans. His attorney.

Ques. Did Mr. Dubel have anything to do with it at all?

Ans. He was there at the time the lease was drawn.

Ques. Did he take any part in fixing the terms of the lease?

Ans. I think the terms were his; I think he worded the terms of the lease or assisted with his attorney.

Ques. Who was it that arranged those terms in the lease which this receipt seems to cover, namely, that you should work without allowance?

Ans. I think Mr. Dubel arranged that; he had a considerable lot of timber on his farm when I was on, and his cord wood, if he had some wood or something of that kind, he wanted that hauled in without charging anything extra for it for my services.

Ques. Was the amount of rent to be paid $100 a year?

Ans. No, sir.

Ques. $100 the first year and $80 the second?

Ans. No, sir.

Ques. How was it?

Ans. It was a stipulated sum.

Ques. I notice the receipts are $100 and $80?

Ans. That is correct.

Ques. Did the lease provide for the payment of those sums?

Ans. No, sir.

Ques. How do you explain those sums in the receipts?

Ans. How do I explain them?

Ques. Yes.

Ques. I would simply go in to him and say, "Mr. Dubel, I want to settle with the rent for you to-day;" he would say, "All right," and then I told him how much I had, and he would say "All right."

Ques. Then the rent was not in full?

Ans. Yes, sir, the rent was supposed to be in full.

Ques. Then you had some other dealings with him which were equivalent to the cash?

Ans. No, I don't know that I had. The place was rented for $200.00; the lease was drawn for that amount.

Ques. You seem to have paid him $180.00?

Ans. I paid him $100 for one year and $80 the next.

Ques. You didn't pay him the full $200?

Ans. Never did, no, sir.

Ques. Have you the lease?

Ans. No, sir; not with me.

Ques. Was it typewritten?

Ans. Yes, sir.

Ques. Signed by Mr. Dubel?

Ans. Yes, sir.

Ques. Did Mr. Dubel ever sign any other papers in your presence than these two receipts and the lease?

Ans. No, sir; never saw him sign any other paper.

Ques. That is all.

---

GEORGE L. GARWOOD sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?

Ans. In Burlington.

Ques. You have lived there how many years?

Ans. I was born there; I was away about 20 years; I have been back about 15.

Ques. Did you know Firman Dubel in his lifetime?

Ans. Yes, sir; very well.

Ques. Did you personally or on behalf of any member of your family, have any personal relations with Mr. Dubel?

Ans. Yes, sir.

Ques. Your personal relations were on behalf of some member of your family?

Ans. For my mother-in-law.

Ques. What was the relation between her and Mr. Dubel?

Ans. I borrowed $200 from him for her, and paid him interest either seven or eight years; the last payment I paid to Mr. Watts after his death and the $200.

Ques. At the time you paid the interest, did you get receipts from Mr. Dubel?

Ans. Every time.

Ques. Who wrote those receipts?

Ans. I wrote them all while I paid him; I think it was seven years I paid him, and I wrote all of them; some I would write in his presence, some I would write home before I went there.

Ques. The exception was the one you paid Mr. Watts?

Ans. Yes, sir; when I paid him the $200.

Ques. Did you read these receipts over to Mr. Dubel before he signed them?

Ans. I wrote the first, maybe two or three; some I would read and some I would not. He had great confidence in everybody and took it for granted that it was all right.

Ques. Did he read them himself before he signed them?

Ans. I don't think he read one of them.

Ques. How did you pay him, in checks or bills?

Ans. Either two five dollar bills or one ten dollar bill.

Ques. What did he do with the money?

Ans. He just rolled it up and put it in his vest pocket.

Ques. Did he examine it at all?

Ans. He could not help but see it. I put it right on the little desk; of course, it was a small amount of money and he could not help seeing it, but he folded it up and put it in his pocket.

Ques. Have you those receipts?

Ans. No, after I settled up my mother-in-law moved and I could not find them. I put them in a little book and I could not find the receipts, but Mr. Watts knows I paid the last payment to him and the $200.

Ques. Did you ever try to buy any property of Mr. Dubel?

Ans. I tried to buy a lot on Stacy Street, a little ways from his house between two of his properties.

Ques. Would he sell to you?

(Objected to as immaterial.)

Judge Gaskill: My present purpose is, in connection with proof that he was under no necessity to sell for ready money; that in addition to that his habit was to cling closely and hold on closely to all his real estate, and refuse to sell or part with any of it, and that repeated efforts of purchasers always met with failure. It was never a question of price. That is along the line of the ruling that Your Honor made this morning, and it seems to me I am on the right side with that offer.

The Court: The effort yesterday was to sell property.

Judge Gaskill: To the Salvation Army. I was going to show the special circumstances of that.

Judge Wescott: Of course I have great respect for Your Honor's judgment, but it seems to me that this is being surrounded with considerable speculation, metaphy-

sics. We are now opening the door into this man's methods and mental processes. It don't seem to me that any legitimate inference can be drawn from this in the way of establishing fraud in the transaction which is before Your Honor.

(The question was then argued at length.)

The Court: My ruling is that I will permit testimony to be given to establish, or with a view of establishing the mental characteristics of Mr. Dubel of a nature indicating him to be what might be defined as a real estate miser. That is, a man whose established habits of life were such that it was apparently against his nature to dispose of or part with real estate which he accumulated from time to time. This testimony will be admitted on the theory that it may be useful in determining whether or not the present contract was executed freely upon the part of Mr. Dubel, as a voluntary act on his part, or was the result of some fraudulent conduct upon the part of the complainant. At the conclusion of the trial I will entertain a motion upon the part of the complainant for the exclusion of this testimony and pass upon it, but at this time it will be received in order that the defendant can have the benefit of the testimony in case there is a review.

Ans. No.

Ques. How many times did you talk or have conversations with Mr. Dubel with reference to the sale of real estate, or his real estate?

Judge Wescott: Objected to; that is going outside of the suggestion of the Court. This now embraces conversations concerning the sale of real estate.

Judge Gaskill: It is introductory to asking the ques-

tion generally about his knowledge of his habits and characteristics.

(Objection overruled.)

Ans. Several times.

Ques. As the result of your efforts to buy and several conversations that you have had with him concerning real estate, did you form any opinions as to what his frame of mind was with respect to the holding of real estate, and if so, what was it?

Judge Wescott: Objected to on several grounds. This question forces the witness into the attitude of an expert, and he is obliged to form an opinion on a very subtle question, and one of the best things known to the law,—if there is such a thing,—is that an expert called upon any subject must be proved to be an expert, and this witness is not an expert. It would require subtle powers to form a judgment on this subject.

The Court: I do not think it would be competent for the witness to testify touching Mr. Dubel's characteristics in reference to this matter. I cannot think that there is any error in excluding this answer, and I overrule the question. I will permit the witness to testify to repeated attempts to buy properties and his failures to induce Mr. Dubel to make sale, but I do not think his opinion as an individual of Mr. Dubel's characteristics would be evidential.

Judge Gaskill: Is that based upon the insufficiency of the foundation that I have laid or upon—

The Court: Yes, that it is a field for expert testimony. This witness is not qualified to testify to his mental characteristics in that respect; he is not an expert witness in

any sense. That is an inference that the Court will have to draw from the facts proven.

Ques. How many times did you make an effort to purchase real estate of Mr. Dubel?

Ans. I suppose five or six times I spoke to him in regard to that one lot. That is the only property I was after.

Ques. Where was this lot?

Ans. On Stacy Street between two of his houses, right next—a few feet from the old homestead, *that* way.

Ques. It is part of the homestead property, the lot you were after?

Ans. Yes, sir; a portion of the back lot around the homestead property.

Ques. When were these several occasions when you made efforts to purchase?

Ans. Less than a year before he died.

Ques. He died in December, 1904?

Ans. Then it was less than a year before that.

Ques. During the year 1904?

Ans. Well, a year before he died.

Ques. He died December, 1904?

Ans. Then it was in 1904.

Ques. Can you tell how early in the year the first of these conversations was?

Ans. Early in the spring.

Ques. Did you ever have any talk with Mr. Dubel upon the general subject of his real estate and his holding his real estate?

Ans. I have, yes, sir.

(Objected to as immaterial.)

Judge Gaskill: My purpose will be by a future additional question to try to make that other question competent, as long as Your Honor said that the ground of the ruling was insufficient foundation.

Judge Wescott: This answer, if admitted, has the effect of introducing into the case Mr. Dubel statements, and they are not admissible in this case.

Judge Gaskill: I don't ask for that.

Judge Wescott: I know you don't, but you ask for the substance of it, and there is no difference between the substance of a conversation and the conversation itself. If conversations are excludable, then the substance of a conversation is excludable.

The Court: There is no specific question pending and I will overrule the objection. He has answered that he has had talks with him, but when the question comes to the concrete case I will rule upon it.

Ques. How many times have you had conversations with Mr. Dubel about holding real estate, in addition to those conversations when you yourself were trying to purchase?

Ans. I have had general talks with him; I talked with him every day, hardly a day that I missed saying something to him, and when I was wanting to buy this piece of property—

Ques. Outside of that?

Ans. I have talked with him several times about his property.

Ques. How many times would you say you have talked with him outside of your attempt to purchase?

Ans. I might have talked with him a couple dozen times. I have known him for many years.

Ques. From these conversations you had with him generally about holding real estate, and from your efforts to purchase a portion of the homestead, did you form any opinion as to his characteristics with reference to the

ownership of real estate and holding real estate, and if so, what?

(Objected to on the same ground.)

The Court: Did you form any opinion?

Ans. I did, yes, sir.
Ques. Now, I ask you what was that opinion?

Judge Wescott: Objected to as immaterial and on the ground already stated, that it is not the subject matter of expert testimony, that this gentleman is not an expert, and it is getting the effect of hearsay testimony into the case, and of Mr. Dubel's declarations.

The Court: (After hearing argument): I will overrule the question. I do not believe that line of testimony can be permitted. I am frank to say that I am very much in doubt as to this whole line. I doubt whether any of it is competent. It may be, but I feel it is not competent for this witness to testify to a conclusion he arrived at in his own mind touching mental tendencies or characteristics of Mr. Dubel.

Judge Gaskill: I suppose I get the full benefit of it from the record, and the scope of my examination in these questions?

The Court: Yes.

Ques. State, if you know, what Mr. Dubel's habits were with reference to his being a miser or otherwise and on what circumstances that came under your notice, you base that statement?

Judge Wescott: Objected to on the grounds stated

heretofore. This question is, in fact, a call for a conclusion; furthermore, it calls for the judgment of the witness; furthermore, it is in effect the same testimony which the Court has felt disposed not to regard as admissible, or the same testimony, in fact, that has been ruled out, and it still calls for the judgment of the witness.

The Court: (After hearing argument): Of course, it is perfectly apparent that a repetition by a witness of statements of Mr. Dubel's that may be susceptible of the construction that they were in his own interest, or acts of his which are self-serving are incompetent, but I have entertained the view, as already expressed, that mental characteristics might be useful in determining the validity of the defence, or in determining the real transaction which is here in controversy. Now how far we should go along those lines, I am in doubt. It is manifest, if Mr. Dubel was crazy, that can be shown by his conduct. Witnesses other than medical experts would have to testify to the acts, and the medical experts would have to testify to what those acts indicated as a mental condition. It seems to me the testimony touching his habits in signing papers, —that is to say, an established habit of signing papers without reading them, is useful and competent if it can be proven, in view of the claim that is made in this case that these receipts and the agreement upon which the suit is based were fraudulently procured. Now when it comes to prove his tendency not to sell real estate, or his tendency to hoard real estate, that can only be useful to indicate that he would not have been likely to have wanted to sell the real estate now in question; but it seems to me it would be impossible to establish that tendency in a man without going into his self-serving conversations; I don't see how it can be done. The rules of evidence forbid that.

Now, when it comes to his characteristics as a miser generally that is still further from the point. I will per-

mit this witness, however, to testify to any specific things that Mr. Dubel may have done that might indicate that he was a miser, but not to give an opinion that he was in his judgment what is commonly known as a miser.

Ques. Please state, Mr. Garwood, such acts and circumstances that came under your observation in reference to Mr. Dubel which shows whether or not he was of miserly habits?

Judge Wescott: I object to that; it still involves this gentleman's judgment as to what a miser is.

The Court: I will let him state the facts and the Court will have to determine whether he was a miser or not.

Ans. Well, he was miserly in small matters, and—

(Objected to.)

The Court: No, state what you saw him do, not what you called the acts or what they were like.

Ans. Can I state that he was miserly in small matters?

Ques. State the facts that led you to that conclusion.

Ans. He was miserly; but I should not say he was miserly.

Ques. (By the Court) State what you saw him do which you have in your mind?

Ans. I have seen him call for two drinks, 20 cents, and we sell three drinks for a quarter; he would look around for the third man to make 5 cents. I have seen him go out and buy out a small jack shad for 15 or 20 cents when he had a small family, where I thought he ought to buy a large shad even if he only ate half. In those matters I called him miserly, but in large matters I can't agree.

Further Direct:

Ques. Have you any other circumstances in your mind?

Ans. I don't know; there are a lot of little things that he might be miserly in, but I can't exactly tell. I have heard him about not eating eggs when they were 4 cents apiece.

Ques. Not what you heard.

Ans. I have seen him very liberal with people who wanted to borrow money, large amounts. He would do some little business in the bar room; and I have seen him liberal in large matters and miserly in small matters.

Ques. What do you mean—

Judge Wescott: I object to cross-examining the witness on that point.

Judge Gaskill: I ask that part of the answer be stricken out as not responsive.

Judge Wescott: I object to its being stricken out; if any is good, that is good.

The Court: I think the witness's testimony must be confined to specific acts that he observed. I decline to permit him to give his opinions, and I do not think they can form part of the record.

Judge Gaskill: You may cross-examine.

At this point a recess was taken of one hour.

Cross-examination by Judge Wescott:

Ques. What is your business?

Ans. I keep a hotel.

Ques. What was the last time you saw Mr. Dubel in your bar?

Ans. I could not tell that; I saw him until he was taken sick, when he hardly missed a day coming in there.

Ques. What time did he come in?

Ans. Very often; he came in in the morning and read the papers for a while; always read the papers there.

Ques. In the morning?

Ans. Yes, sir.

Ques. When he drank did he drink in the afternoon or morning?

Ans. He drank a little both morning and afternoon.

Ques. Can you recall the incident of his buying the two drinks and getting another fellow to come in to save the money?

Ans. Oh, yes; that was a little joke on him, but he would naturally look around for the third man so as to use up the quarter; he did it quite frequently.

Ques. Do you know how late he did that before he was taken sick?

Ans. Until he was taken sick he used to come around every day and used to do it every day, after I came there; sat down on a chair and read the papers.

Ques. And talked?

Ans. Yes, sir.

Ques. When was the incident about the jack shad?

Ans. During the shad season they would come with a wheelbarrow or push cart—

Ques. When did that occur?

Ans. In the shad season.

Ques. Do you remember the season?

Ans. It was when the shad first came around.

Ques. What year was it?

Ans. I guess you might take it for most any year.

Ques. No, I don't want to take it for most any year, I want the time.

Ans. I could not hit upon any year; I was there and it

was in shad season, and most any year he would do that same thing.

Ques. Did he do it the last year?

Ans. Yes,—well, no; I don't know about the last year, I just forget when he died, when did he die?

Ques. 1904.

Ans. What month?

Ques. December.

Ans. Then he did it previous to that in shad season the opening of the season.

Ques. That year during shad season?

Ans. Yes, sir.

Ques. The season before?

Ans. Yes, sir.

Ques. That is all.

---

WILLIAM ATKINSON, JR. sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?

Ans. Burlington.

Ques. How long have you lived in Burlington?

Ans. I have lived there since 1872.

Ques. Did you know Firman Dubel in his lifetime?

Ans. Yes, sir.

Ques. Did you have any business dealings with Mr. Dubel?

Ans. Yes, sir.

Ques. What?

Ans. He held a mortgage of $3,000 against the property that I had.

Ques. Did he hold that mortgage at the time of his death?

Ans. Yes, sir.

Ques. How long before his death had he held that mortgage against your property?

Ans. He had the mortgage on the property when I bought it.

Ques. When did you buy it?

Ans. I dealt for it in 1892 and got it in 1893.

Ques. Then you had it some 11 or 12 years before the old gentleman died?

Ans. Well, I had it from 1893 up to the time I disposed of it.

Ques. When did you dispose of it?

Ans. Of the property?

Ques. Yes, before or after his death?

Ans. I think I was there about seven years (referring to paper), it was 1900.

Ques. Did you continue to pay him interest after that?

Ans. After I disposed of it?

Ques. Yes.

Ans. No, sir.

Ques. How often did you pay the interest on the mortgage?

Ans. I paid it every six months.

Ques. Did you get receipts?

Ans. Sometimes I got receipts and sometimes I put it on the bond, and I would exchange the receipts and place them on the bond when I had the bond.

Ques. Did he sign the loose receipts?

Ans. Yes, sir.

Ques. Did he also sign receipts for some money on the bond?

Ans. Yes, sir.

Ques. Have you the loose receipts?

Ans. No, when I disposed of the property I got a receipt in full and I kept them no longer.

Ques. Who wrote the receipts?

Ans. I did, probably not the first one or two I didn't, but after that I did.

Ques. Did you read those receipts to him before he signed them?

Ans. No, I don't think I did.

Ques. Did he read them over himself?

Ans. No.

Ques. Would he always sign what you had written?

Ans. Yes.

Ques. Without question?

Ans. Yes, sir.

Ques. I show you a bond made by William Atkinson, Jr., to Firman Dubel, bearing date April 28, 1893, to secure the sum of $2,000 in one year from the date, having indorsed on the blank side receipts from October 28, 1893 down to January 1905, and ask you which is the last receipt for interest that you paid him?

Ans. I can't tell without glasses—October 28, 1900—"October 28, 1900, received of William F. Atkinson, Jr., $125.00, interest in full to date."

Ques. Whose handwriting is that receipt in?

Ans. Mine.

Ques. Whose signature is it?

Ans. Firman Dubel's.

Ques. Did you see him sign it?

Ans. Yes, sir.

Ques. All the receipts above that one that you have just read, in whose handwriting are they?

Ans. They all appear to be in mine except one, I see one that is not.

Ques. In whose handwriting is that one?

Ans. Firman Dubel.

Ques. Is there anything there except his signature?

Ans. That is all.

Ques. To that one receipt?

Ans. Yes, he probably signed in the wrong place or something.

Ques. Now, with respect to all of those receipts, did he

read them over, or did you read them over to him before he signed?

Ans. No, I didn't read them to him.

Ques. Did he read them over in your presence before he signed?

Ans. No, he would just take the check or money and go.

Ques. How did you pay him usually, in check or bills?

Ans. I most always paid him with a check, once or twice probably in money.

Judge Gaskill: I offer this bond with the receipts and ask that it be marked "Exhibit D8."

(Objected to on the same ground as the other.)

(Objection overruled.)

Cross-examination by Judge Wescott:

Ques. Did I understand you to say that one of the receipts was in Dubel's handwriting?

Ans. I think he signed one of them.

Ques. I mean wrote,—that is undoubtedly his signature?

Ans. I don't know how that appears there, probably he signed that for a receipt instead of signing it somewhere else.

Ques. Did you take the money to him or did he come to you?

Ans. He mostly came to the office after it, once in a while I settled in the house.

Ques. I suppose he asked for the bond?

Ans. I hadn't the bond, he had it.

Ques. I mean he would ask for the money?

Ans. Yes.

Ques. And then he would ask for the bond?

Ans. He would.

Ques. Or produce the bond?

Ans. No, sir; some times he would not have the bond with him and he would give me a loose receipt, and then occasionally we would meet and fix it up; I would take the receipts.

Ques. He would take the bond out of his pocket and he would write—are these in your handwriting?

Ans. Yes, sir.

Ques. You would write down $75 interest, and then he would put his name?

Ans. Yes, sir.

Ques. Did he have the bond on the table or somewhere, when he would write his name?

Ans. Yes, sir.

Ques. And had it before his eyes?

Ans. Yes, could not write on it if he did not have it before his eyes.

The Court: What is the amount of that bond?

Judge Wescott: Six thousand dollars to secure the just sum of three thousand.

Ques. Mr. Dubel was not a very good penman?

Ans. No, not very good.

Ques. It was hard work for him to write?

Ans. Well, yes; some people would consider it hard work, but he would write it all right, his name.

Ques. He would sign his name all right, but he could not write out receipts and other papers same as you could?

Ans. I think he was capable of writing out receipts if you gave him time enough.

Ques. He is capable of it, but it would have been hard work for him to do it?

Ans. I could not say it would.

Ques. He had to struggle pretty hard to get his name here?

Ans. I don't know.

Ques. Don't the writing itself show that?

Ans. Yes, the writing itself shows a feeble hand, but he was capable of writing a receipt, if he got the money.

Ques. Did you ever know him to write a paper of any kind?

Ans. Yes.

Ques. What?

Ans. I think the first one or two receipts I got from him he wrote himself.

Ques. But you haven't those receipts?

Ans. No, since I settled the property—

Ques. That was in '75?

Ans. In '93.

Ques. How old is this bond?

Ans. I got the property in 1893; I had nothing to do with the bond before that.

Ques. You think with some not very clear definiteness that he wrote one or two receipts?

Ans. Yes, I think he wrote one or two of the first.

Ques. Did he count the money?

Ans. I don't think I paid him money more than twice; always gave him a check.

Ques. On those occasions did he know the amount of money that you were paying?

Ans. I don't know; he would go right straight to the bank with it.

Ques. You didn't follow him to the bank did you?

Ans. No, but I would look out of the door and see him going.

Ques. He never came back to you and complained that it was not the right amount?

Ans. No, I lived too handy to do that.

Ques. I don't understand?

Ans. I say I lived right near the bank and I never gave him a check unless the amount was there.

Ques. I mean when you gave him the cash he never came back and complained?

Ans. No, never did; no trouble with him at all.

Ques. That is all.

---

CHARLES BINCK, sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?

Ans. Burlington, N. J.

Ques. How long have you lived there?

Ans. Since the year 1898; month of December.

Ques. What is your business?

Ans. Osteopath; also engaged in merchant tailoring.

Ques. Did you know Firman Dubel in his life time?

Ans. Yes, sir.

Ques. Where was your place of business in Burlington?

Ans. No. 4 East Union Street.

Ques. How near is that to the property that was occupied by the Salvation Army?

Ans. Adjoining the property of the Salvation Army.

Ques. Did the rear of your property run back to the back part of the lot of the property that Worth was occupying?

Ans. Yes, sir.

Ques. What division was between your yard and the Worth yard?

Ans. Between the two yards there was a fence, originally a fence, but for several years it was so dilapidated that there really was no fence; of course there is a fence there, a wooden fence about ten feet long.

Ques. Have you ever seen Mr. Worth out in the yard there at work?

Ans. Frequently.

Ques. Ever have any talks with him?

Ans. Yes, sir.

Ques. Do you remember the year that Mr. Dubel died?

Ans. Yes, sir.

Ques. During the spring of that year did you have a talk with Mr. Worth in his yard?

Ans. Yes, sir; frequently.

Ques. What talk, if any, did you have with Mr. Worth about the purchase of the real estate that he was occupying; that store and house?

Ans. One day I was in the yard and he was fixing up around the little garden, and I asked him, Mr. Worth, if that is one of his hobbies, and Mr. Worth says, "Not exactly." I said, "Have you got any hobbies?" He said, "Yes." "What is your hobby?" "Well," he said, "plenty of money and valuable real estate is about all what I care for." I said, "Here is a chance for you to acquire valuable real estate, Mr. Dubel's." Mr. Worth answers me, he said, "I tried it several times but somehow or other I can't succeed." He said, "You know the old man is no slouch; you can't do much with the old man." He says, "I tried often, because I thought he was feeble, getting more feeble every day, to buy himself a carriage and horse and keep it in my stable, and I would take care of it and we could have it in a co-operative partnership together, and that he even declined."

Ques. What, if anything, was said about his buying that property that he was then in?

Ans. Well, he said he spoke to him several times, but he could not come to any conclusion with Mr. Dubel in regard to buying it; it seems that Mr. Dubel was not inclined to sell it.

Ques. Was anything said about price?

Ans. No, nothing about the price; he said no doubt he wanted too much money for it, and he has no inclination whatsoever to sell it as far as he could judge by his actions.

Ques. Do you remember when this conversation was, distinctly?

Ans. About the first week in May, 1904, about the time when you fix around little gardens.

Ques. To whom did you first mention this matter?

Ans. To Mr. Watts.

Ques. After Mr. Dubel's death?

Ans. Yes, sir.

Ques. Had you at that time heard of the claim that Mr. Worth was making?

Ans. Not before, I mentioned it to Mr. Watts a day or two after I heard of the claim.

Ques. What, if anything, took place between you and Mr. Worth, or what did he say to you about loaning Mr. Dubel any money?

Ans. It was either the 29th of December or perhaps the 30th day of December, 1904, just after Mr. Dubel's death; Mr. Worth did come into my place of business, No. 4 East Union Street, and he said to me, "I wonder if Mr. Watts would recognize a claim?" I said, "What kind of a claim?" He said, "In regard to a little money." I said, "It depends all on circumstances; I guess if it is a bona fide claim he will recognize it and settle." He said, "You know when Mr. Dubel was sick I did visit him very frequently, and one day when I paid him a visit Mr. Dubel was lying on the bed partly dressed, and I thought he was perhaps in need of financial assistance, because he was sick for several weeks, and I put a ten dollar bill in his pocket. Of course I had no receipt for that amount and no witness, but," he says, "I have an idea that Mr. Watts will recognize the claim." I said, "I don't know whether he will, you had better see Mr. Watts in regard to the matter."

Ques. During the last year of Mr. Dubel's life, did you frequently see Mr. Dubel?

Ans. Me? Yes, sir; every day, with the exception of Sundays.

Ques. What, if anything, did you notice about his sobriety?

Ans. Well, during the year 1904, I regret to say that he was more intoxicated than sober; under the influence of liquor, anyway.

Ques. Would that be in the morning or afternoon?

Ans. As a general thing between ten A. M. and five P. M.

Ques. That is all, you may cross-examine.

Cross-examination by Judge Wescott:

Ques. How long have you lived in Burlington?

Ans. Since 1898, the month of December.

Ques. Where were you born and brought up?

Ans. Illinois; brought up in Germany; born in Illinois and brought up in Germany.

Ques. What business did you go into in Burlington?

Ans. Merchant tailor and osteopath by profession.

Ques. Where did you learn osteopathy?

Ans. In Carlsruh, Germany, under the name of Naturapathy; here they call it osteopathy.

Ques. Did you practice that business before you went to Burlington, anywhere?

Ans. Not as a general rule; I mostly work as a cutter and drafting patterns in the clothing line; drafting patterns.

Ques. Do you keep a store in Burlington

Ans. Yes, sir; I kept a store in Burlington for eight years.

Ques. You keep a store there now?

Ans. No, I conduct business in my own private residence on percentage .

Ques. What business?

Ans. Merchant tailoring and osteopathy.

Ques. Did you have any special acquaintance with Mr. Dubel during his lifetime?

Ans. Yes, sir.

Ques. A friend of yours, was he?

Ans. A friend of mine.

Ques. Did you often see him?

Ans. Yes, sir; daily perhaps, with the exception of Sundays.

Ques. Where did you see him?

Ans. On Union Street.

Ques. Whereabouts on Union Street?

Ans. Either across the street going,—entering and leaving the Exchange Hotel, or going in the barber shop next door to me, or in my own place of business.

Ques. Did he come into your place of business often?

Ans. Not so very, occasionally.

Ques. Where did you meet Mr. Dubel?

Ans. Through my mother-in-law.

Ques. Where was that?

Ans. On Stacy Street, a neighbor of Mr. Dubel's for about 30 or 40 years.

Ques. You met him about how frequently?

Ans. That I did see him?

Ques. Met him socially?

Ans. Socially if he would enter my place of business.

Ques. About how often?

Ans. About two or three times per month.

Ques. Where would you meet him socially outside of your place?

Ans. I could not say,—Mr. Dubel and I associated in no way or shape or form except when he came into my place of business once in a while and I saw him in the Exchange Hotel.

Ques. Did you talk with him there?

Ans. Yes, sir.

Ques. You and he were special friends in the hotel?

Ans. Not special friends; we were friends, not special.

Ques. Did he spend much time in your place when he called on you socially?

Ans. About ten to fifteen minutes.

Ques. Did he talk much about Mr. Worth?
Ans. Never said a word about Mr. Worth to me.
Ques. When did you get acquainted with Mr. Worth?
Ans. The very time when Mr. Worth moved into Burlington.
Ques. Have you a family?
Ans. Yes, sir.
Ques. A wife and children?
Ans. Yes, sir.
Ques. Did you and Mr. Worth get intimate?
Ans. Yes, sir.
Ques. Did you exchange calls?
Ans. Yes, sir.
Ques. How frequently?
Ans. Very often.
Ques. Day or night?
Ans. Day and night.
Ques. When was it Mr. Worth told you this thing about the property?
Ans. He mentioned that in the year 1904, about the beginning of May.
Ques. What time in May?
Ans. I guess the first week it was; I could not recollect the exact date because I would go in and out so frequently that I can't recall the date.
Ques. What day in the week was it?
Ans. That I could not tell.
Ques. What time in the day was it?
Ans. In the afternoon.
Ques. What time in the afternoon?
Ans. I judge between two and three o'clock.
Ques. What had you been doing that day just before you met Mr. Worth?
Ans. Went into my yard.
Ques. Mending your yard?
Ans. I went into my yard.
Ques. What had you been doing just before that?

Ans. Tending to my business in the store.

Ques. Do you remember what you were doing in the store?

Ans. That I could not exactly remember now.

Ques. Then you went out into the yard for what purpose?

Ans. For natural purposes.

Ques. And you met Mr. Worth where?

Ans. Right in his own yard, because the yard adjoins; the fence was down then.

Ques. What was Mr. Worth doing in his yard?

Ans. Fixing around a little.

Ques. Did you speak to Mr. Worth or he speak to you?

Ans. That I could not recollect, I guess we noticed each other about the same time.

Ques. What was the first thing that Mr. Worth said?

Ans. He said, "You want to see my farm here?" I said "Yes, what are you doing to do?"

Ques. Go on, give the conversation.

Ans. He said "Fix a little garden to make it look better than it does at present." I asked him if that is any of his hobbies; he said, "No, not exactly." I said "Have you got any hobbies?" He said "Yes, my hobby is plenty of money and good valuable real estate." I said, "There you have an opportunity now, perhaps, to buy valuable real estate, the very property you live in." "Well," he said, "I spoke to the old man several times," but he says, "the old man is no slouch, you can't do much business with him, he has very funny ways about him, and he wants top prices, and furthermore, he is getting kind of old and feeble, and I suggested that he should buy himself a carriage and horse, and I am willing to keep that in my stable and feed the horse," he says, "for the sake of using it for my own family and Mr. Dubel, also; but he always declined."

Ques. Is that all of it?

Ans. That is all that happened in May, it transpired in May, 1904.

Ques. That is all he said?

Ans. Made a few remarks concerning the argument.

Ques. Concerning what?

Ans. Concerning the argument, in regard that he could not do much with Mr. Dubel.

Ques. What were his remarks?

Ans. Remarks like, you know, you could not do much with the old man, you see he is pretty shrewd; he meant to say, when he comes to money matters, because he don't seem to be inclined to sell property, not that property, anyway.

Ques. What else did he say?

Ans. Then we drifted into general conversation.

Ques. Did you make any reply to Mr. Worth's statement?

Ans. I simply said to Mr. Worth, "It is not surprising to me, because those are his habits; he might dispose of something what is no value, but he will hang on to anything that should be of value to him, because I know by my own experience, that you could not do any business with him when it comes to real estate centrally located."

Ques. Did you tell Mr. Worth that?

Ans. Yes, sir.

Ques. What else did you tell him?

Ans. General conversation we had then.

Ques. What was it?

Ans. Perhaps in regard to fixing the garden.

Ques. What was it?

Ans. What he intends to put in the ground.

Ques. What was it?

Ans. Fixing around the grape vine and I don't know what else. He tried to raise radishes. I can't recollect any more.

Ques. What did he say?

Ans. He said, "You might as well make use of a little ground."

Ques. What else did he say?

Ans. Nothing, only ordinary conversation. I didn't stay any longer; I went back to the store.

Ques. What else did he say?

Ans. Nothing that I can recollect.

Ques. Nothing that you can recollect?

Ans. No.

Ques. Then you went back to your store?

Ans. Yes.

Ques. And that you say was in the month of May of what year?

Ans. 1904.

Ques. When did Mr. Dubel die?

Ans. I judge Mr. Dubel died either the 28th or 29th of December, 1904.

Ques. Then what was the next conversation you had with Mr. Worth?

Ans. Mr. Worth came into my place of business, 4 East Union Street, and asked me if I think that Mr. Watts would recognize a claim.

Ques. When was that?

Ans. Either the 29th or 30th of December, 1904; that was about a day or two after Mr. Dubel's death.

Ques. What time of the day was that?

Ans. After supper.

Ques. What time after supper?

Ans. I guess around either six or seven o'clock; some thing like that. I recollect I had light.

Ques. Why did Mr. Worth come into your store then?

Ans. What do you say?

Ques. Why did Mr. Worth come into your store then?

Ans. He would come in frequently when he would pass by; sometimes he got shoes repaired up the street about a square from us, and he came in and conversed for fifteen minutes or half an hour.

Ques. Was anybody there besides you and him?

Ans. No.

Ques. Was there anybody present besides you and Mr. Worth in this garden conversation?

Ans. No.

Ques. There was nobody there?

Ans. No.

Ques. What did he say?

Ans. He asked me if I think Mr. Watts would recognize a claim; I said "Well, I guess he would if it is a bona fide claim; it depends on what it is." "Well," he said, "You know when Mr. Dubel was sick I had visited him there frequently, and at one time I went there and he was lying on the bed partly dressed, and being sick for any length of time, I thought perhaps he was in need of assistance financially, and I put a ten dollar bill in his pocket; of course, I got no receipt and I got no witness for that; now if I make a claim to Mr. Watts for that amount, do you think he would honor the claim?" I said, "I don't know, you had better see Mr. Watts."

Ques. What else did Mr. Worth say?

Ans. We did speak, I don't know; I guess of the weather then.

Ques. What did he say about the weather?

Ans. I don't know; ordinary conversation then.

Ques. What did you say to him?

Ans. I simply told him that he could go and see Mr. Watts about it.

Ques. What did Mr. Worth do after you got through talking about the weather?

Ans. We did speak about business and so on; ordinary conversation, what two men will indulge in in a store once in a while; of no account.

Ques. After he got through talking this talk of no account, what did he do then?

Ans. Went out, and I presume went over to his own store.

Ques. How long had he been at your house?

Ans. At my store?

Ques. Yes, on this occasion?

Ans. I presume about twenty or twenty-five minutes, about twenty minutes, I presume.

Ques. And after telling you this thing about the money and after carrying on some ordinary conversation about the weather and business, he went out?

Ans. Yes, sir.

Ques. I suppose you understood he came there to get your advice about the recognition of this claim?

Ans. It looked to me that way; but of course, I paid no attention to it at that time.

Ques. Whom did you state this thing to did you say?

Ans. To Mr. Watts, after Mr. Dubel died and after Mr. Worth put in his claim.

Ques. Did you go to Mr. Watts and tell him?

Ans. Mr. Watts was simply on the corner; he was also a neighbor, just across the street he kept his office at that time.

Ques. And you told Mr. Watts about it?

Ans. What transpired, but not before; until Mr. Worth claimed the property.

Ques. Then you told him?

Ans. Yes, sir; not before.

Ques. Why didn't you tell him before?

Ans. Well, I went into his office, when I read in the newspaper, to inquire if there is any truth; because I knew a great deal about newspaper talk and I didn't believe everything, and I wanted to find out if there was any fact in the case that I saw in the newspaper, and Mr. Watts said yes.

Ques. Then what; what did you say to Watts then?

Ans. I simply told him; I asked him if he, Mr. Worth, ever made a claim to that account, about ten dollars, and as far as I could understand Mr. Watts said he was noti-

fied in regard to it or had some notice of it; I don't know what he said any more; something like that.

Ques. And then what?

Ans. I simply told him the conversation we had in May, 1904.

Ques. And then what?

Ans. Mr. Watts simply said to me, "I want to see you later."

Ques. Did he see you later?

Ans. He did see me later when he subpoenaed me to appear before the Chancery Court.

Ques. Did you have any trouble with Mr. Worth?

Ans. Never.

Ques. Not at all?

Ans. Never.

Ques. Did you borrow money of Mr. Worth?

Ans. Never.

Ques. Did you try to borrow money of Mr. Worth?

Ans. Not to my recollection.

Ques. And did Mr. Worth refuse you the money?

Ans. Not to my recollection?

Ques. Because you were not trustworthy?

Ans. Not to my recollection.

Ques. Do you say you didn't try to borrow money of him several times?

Ans. No, sir; no such thing as borrowing money from Mr. Worth several times?

Ques. Did you try it once?

Ans. Not to my recollection.

Ques. Can you write?

Ans. Yes, sir; I tell you now it reminds me of something when you say write.

Ques. I have no doubt.

Ans. It was at a time a man came to my place—yes, that is right, now I come to the point; a stranger came to my place; he had three rolls of Italian cloth, and he offered those three rolls of Italian cloth to me for $50.00;

that was about ninety odd yards in it, he claimed; I didn't measure it, and according to the quality of the goods it cost at least a dollar and a quarter wholesale per yard. I thought perhaps if I could buy that and sell it again as a merchant tailor, I could make a good profit. The man was a stranger and I asked him where he got it from. He said he could not recollect. I went to Mr. Worth and told him about it, or I wrote to him, I don't remember whether I did; Mr. Worth said to me, "I would let you have it in a minute, but I am a little short myself." I simply went back to the fellow the next day when he returned and I said "I guess I won't bother about it."

Ques. That is the whole of it?

Ans. That is all I know; what I recollect, that I bothered about it, it was the idea of buying the Italian cloth of a stranger. I didn't need it.

Ques. Did you get mad at Mr. Worth?

Ans. No, I was really glad in one sense I didn't buy it, because the man offered it so very cheap that I came to the conclusion that the man must have got it in a very dishonest way, three rolls of Italian cloth.

Ques. (Showing witness a paper) Look at that and see whether it is your handwriting?

Ans. Yes, sir; that is right, that I recollect now, for that Italian cloth, but I didn't care if I bought it or not because I might have got myself in trouble with him, because he offered it so cheaply that I came to the conclusion that it was much better if I never buy it.

Ques. Didn't you apply to Mr. Worth repeatedly for money?

Ans. No, no, no!

Ques. Didn't he tell you that he would not lend you money; that he had no time for you?

Ans. No, sir, never; Mr. Worth would not talk that way, Judge, he would not use such language to me.

Ques. Language to that effect, that he would not trust you?

Ans. No, he would not; no, sir, no, sir.

Ques. That you would not pay him back?

Ans. No, sir; nothing like it. It was simply to get the Italian cloth and I was rather glad I never got it.

Ques. And you didn't get mad?

Ans. No, no; I didn't need it, I thought I could invest in a speculation, and afterwards I was glad I did not.

Ques. Didn't you get mad at him and tell him you would get even?

Ans. No, I was together with Mr. Worth until he claimed the estate of Dubel, and from that day I didn't go to him frequently; Mr. Worth and I was friendly clean up to the time when he claimed that estate.

Ques. Then you broke with him when he claimed the estate?

Ans. No, I didn't exactly break with him, but I didn't visit him so frequently any more; I am still friendly to him, I have got nothing against him.

Paper referred to offered in evidence and marked "Exhibit C10."

Judge Gaskill: I have no objection to offering it now.

Ques. Do you believe in God?

Ans. I believe there is a power more supreme than myself.

Ques. Do you believe in the Gospels?

Ans. What Gospels do you allude to, Judge?

Judge Gaskill: I don't think that is a proper question, and I think any objection to the qualification of the witness comes entirely too late.

The Court: Yes, I think that is true. The question is, do you believe in the existence of a supreme power?

Ans. Yes, sir.

Ques. (By the Court) And in the punishment or reward for conduct?

Ans. Yes, sir.

The Court: I think that is the qualification.

Ans. Only I disbelieve—

Judge Gaskill: That is all.

Ques. (Further Cross) Haven't you often told Mr. Worth that you didn't believe in God?

Ans. Never said such a thing; I told Mr. Worth I don't believe the Bible.

---

WILLIAM A. MCCORMICK sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?

Ans. 218 East Broad Street, Burlington, N. J.

Ques. Do you hold any official position in the City of Burlington?

Ans. Yes, sir; I am constable.

Ques. How long have you been a constable in the city?

Ans. About nine years.

Ques. Did you know Firman Dubel in his lifetime?

Ans. Yes, sir.

Ques. What other business, if any, did you follow during the last year or two of his lifetime in and around Burlington?

Ans. I am a huckster; selling vegetables.

Ques. Did you pursue that calling during the years 1893 and four in Burlington?

Ans. Yes, sir.

Ques. Did you frequently see Mr. Dubel?

Ans. Yes, sir.

Ques. State what you noticed with reference to his sobriety during the last two years of his lifetime?

Ans. In my opinion he was pretty well topsy all the time.

Ques. When you say "topsy" what do you mean? **10**

Ans. Intoxicated.

Ques. How much under the influence of liquor have you seen him?

Ans. I have seen him and another man going up the street and they were both full and one was trying to help the other out.

Ques. What time of the day was it when you saw this condition?

Ans. About noon sometimes, and then one time about four o'clock in the afternoon. **20**

Ques. Did you ever see him come from Mr. Worth's house or store?

Ans. Yes, sir.

Ques. What was his condition on that occasion?

Ans. He acted as if he was intoxicated.

Ques. Was that morning or afternoon?

Ans. It was about 11 o'clock in the early part of November.

Ques. What year?

Ans. 1904. **30**

Ques. Just before Mr. Dubel's death?

Ans. Yes, sir.

Cross-examination by Judge Wescott:

Ques. Can you fix the day in any way that you saw him come from Mr. Worth's house?

Ans. No, sir; I cannot, I was going down town on some business and merely saw him on that side of the street.

Ques. What time in the day was that?

Ans. That was about 11 o'clock.

Ques. And it was in November?

Ans. Yes, sir.

Ques. The November preceding the death of Mr. Dubel?

Ans. Yes, sir.

Ques. Did you often see him at Mr. Worth's house?

Ans. Yes, sir.

Ques. Often went there?

Ans. Yes, not his house, his store; you can see, the store is open.

Ques. Did you see him take things there sometimes?

Ans. No, I never saw him take anything there.

Ques. Did you see him bring things away?

Ans. Yes.

Ques. Now, then, did you see Mr. Dubel when you thought he was drunk?

Ans. I suppose 50 times maybe; on one occasion he took me for his brother.

Ques. He must have been pretty well under when he did that.

Ans. He took me for my own brother.

Ques. Didn't take you for Dubel's brother?

Ans. No.

Ques. (By the Court) Is your brother in the Court room?

Ans. Yes, sir.

Ques. Where?

Ans. Right over there.

(The brother was directed to stand up and did so.)

Ques. (Further Cross) You saw him drunk you think on one occasion in the morning?
Ans. Yes, sir.
Ques. Was that the only time you ever saw him drunk?
Ans. No, I have seen him in the afternoon.
Ques. But in the morning?
Ans. I saw him on several occasions.
Ques. I understood you to say that you saw him drunk only once in the morning?
Ans. No.
Ques. Did you see him ever go to Mr. Worth's house or store drunk?
Ans. I didn't see him enter; I saw him when he came out.
Ques. You saw him come out once when you thought he was drunk?
Ans. Yes, sir.
Ques. Pretty sharp old man?
Ans. No, I don't think he was.
Ques. That is all.

---

GEORGE A. ENRIGHT sworn for the Defendant.

Direct examination by Judge Gaskill:

Ques. Are you a member of the bar of the State of New Jersey?
Ans. I am.
Ques. When were you admitted?
Ans. June, 1904, as an attorney.
Ques. Where did you study law?
Ans. With Ernest Watts, Burlington.
Ques. You are now a counsellor at law?

Ans. I am.

Ques. You studied you say in the City of Burlington?

Ans. Yes, sir.

Ques. Did you live in the City of Burlington at that time?

Ans. Yes, sir.

Ques. Did you know Firman Dubel during his lifetime?

Ans. Very well.

Ques. During your apprenticeship at the law, state whether or not you spent all of your time in Mr. Watts' office, or whether part of the time you were at the law school?

Ans. I spent all my time in Mr. Watts' office.

Ques. State whether or not you saw Mr. Dubel, and how frequently, during the last two or three years.

Ans. Mr. Dubel came to the office very frequently to transact professional business with Mr. Watts, and he came there I suppose sometimes twice a week, and sometimes he didn't come there only once in every two weeks.

Ques. Did you see him at other times and places than at the office of Mr. Watts?

Ans. I did, I saw him in saloons; I saw him on the street.

Ques. During the last two years of his life, what have you noticed with reference to his sobriety?

Ans. Why, he was very much intoxicated, very much; he had always some drink in him all the time.

Ques. What time of the day did you notice this?

Ans. I noticed it more particularly when he came to the office during the hours of 9 A. M. and 6 o'clock P. M.

Cross-examination by Judge Wescott:

Ques. Did you ever see him when he was not drunk?

Ans. Yes.

Ques. Often?

Ans. As I say, he had some—

Ques. No, did you often see him when he was not drunk?

Ans. No, I didn't see him when he was not intoxicated, very frequently.

Ques. Then you saw him about how many times a week?

Ans. He frequently came to the office and I saw him on the street, and I suppose I saw him sometimes two or three and four times a week, and other times I would not see him for two or three weeks, but he was frequently on the street and very easily found.

Ques. When you saw him two, three, four and five times a week on the street, you saw him that frequently during the week stretching over how many years, two or three?

Ans. Yes.

Ques. And he was always drunk?

Ans. Well, he was not always drunk, but he always had some in him.

Ques. So that anybody could tell that he was under the influence of it, that is correct?

Ans. That is right.

Ques. And that happened two, three, four and five times a week for a period of several years, that is correct?

Ans. Yes.

Ques. (By the Court) What do you mean by drunk; there is so much variance of view as to what constitutes drunkenness, describe his condition what you refer to as "drunk," so that we can form some idea?

Ans. I noticed particularly when he came into the office he had a habit when he was intoxicated of spitting profusely. He would talk at random and he also would talk to himself, and he would stagger and such other conduct as generally attends a man who is intoxicated.

Ques. How often would you see him staggering drunk?

Ans. Well, I don't know; I paid no attention very

much to his drunkenness, because he frequently came in the office drunk, and as he was a client of Mr. Watts' I paid no attention to him at all. He frequently would come in and open the door and the knob would go back against the safe and make a loud noise, but I paid no particular attention to him except to know that he was intoxicated.

Ques. When you saw him in the street in what you called a drunken condition, would he be drunk enough to stagger?

Ans. Yes, he staggered and walked from side to side, and talked when you passed by him; he would not know you and all that kind of thing.

Ques. (Further Cross) I understood you often saw him in saloons, too?

Ans. Yes.

Ques. What saloons did you see him in?

Ans. I frequently went around—I have seen him in the Beldin House, where I frequently go in, and I have seen him in the Exchange Hotel.

Ques. In the bar?

Ans. Yes, sir.

Ques. In the bar at both of these places?

Ans. Yes, sir.

Ques. You frequently saw him there?

Ans. Yes, sir.

Ques. Day time and night?

Ans. Well, I didn't see him at night time, I don't think he was a man that came out at night.

Ques. Was he always drinking in these places when you saw him?

Ans. I could not say that; I have seen him drink, and he was with a lot of men and they were drinking. He would always buy all the rum that anybody would drink as long as they would drink with him.

Ques. You stayed there long enough to ascertain that fact?

Ans. That was common rumor in Burlington.

Ques. Let us omit the common rumor and come down to what you saw; did you see him spend money in these bars as long as people would drink?

Ans. No, I did not.

Ques. Did you see him drunk in these places; these two bar rooms?

Ans. I have seen him drunk in the Exchange Hotel, sitting in a chair asleep.

Ques. How long had he slept on that occasion?

Ans. On that particular occasion I went in to put up some bills, and Uncle Firman, as he was generally known, was there sleeping.

Ques. Did he wake up while you were there?

Ans. No.

Ques. That is all.

---

WILLIAM E. SCHERMERHORN sworn for the Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?

Ans. Burlington, N. J.

Ques. How long have you lived there?

Ans. 56 years.

Ques. Pretty nearly your age I judge?

Ans. Yes, sir.

Ques. What is your business?

Ans. I am a dealer in wall papers and have charge of the decorating establishment.

Ques. Did you know Firman Dubel?

Ans. I did for 30 years or more.

Ques. Did you do any work for Mr. Dubel?

Ans. All that he had done in my line.

Ques. How many different houses did you work in for him?

Ans. Eight or nine or ten; he owned a number of properties, I can't recall the number.

Ques. How long had you known him?

Ans. Since I was a young man, quite a young man, at least 30 years.

Ques. What did you notice during the last year or two of his lifetime with respect to his sobriety?

Ans. He passed my place of business every day when he was well at least a half dozen times. In the morning he would be apparently sober, but as the day went on he seemed to grow drunker. He generally went home at night, at six o'clock, and went to bed.

Ques. In what condition?

Ans. Drunk.

Ques. How often did you see that during the last two years of his life?

Ans. Almost every day.

Ques. During this period did you ever attempt to have any settlement with him for work which you had done for him?

Ans. Yes, sir.

Ques. Was he able to count money on those occasions?

Ans. Not unless—no, he never did count money, he paid me money.

Ques. Paid you the right sum?

Ans. No, sir; the last three transactions I had with him were very peculiar.

Judge Wescott: What is the attempt now?

Judge Gaskill: Simply to show that he would get so drunk that he was incapable of transacting business.

Judge Wescott: Not but what if he was sober he could do it?

Judge Gaskill: Yes.

Ques. On those three occasions that you speak of was he entirely sober or what was his condition?

Ans. He was not sober.

Ques. Was he able on those occasions to transact business intelligently?

Ans. No, sir.

Ques. Were these occasions in the forenoon or afternoon?

Ans. Two of them were in the forenoon and one in the afternoon.

Cross-examination by Judge Wescott:

Ques. When were those occasions?

Ans. The first of those three was in June, 1902.

Ques. When was the other?

Ans. The second was in February, 1903.

Ques. When was the other?

Ans. October, 1904.

Ques. What was the transaction that he was not able to attend to?

Ans. The first transaction was of this character, the first time he had ever done such a thing in his business; I was at work for him in this property Mr. Worth now occupies, it was immediately after Mr. Worth took possession; he stopped in on Saturday and gave me $50.00. I didn't want to take it, I was not in the habit of doing business that way, but he said you want to pay your men. I sent him a bill and gave him credit for $50.00, and he came in and laid down $90.00, and I called his attention to it, and he didn't seem to have any recollection of having paid me the $50.00.

Ques. What time of the day was that transaction?

Ans. It was in the forenoon, I judge about 11 o'clock, along there.

Ques. But he did know that he owed you some money and he came there to pay?

Ans. Yes, sir; he got the bill from the postoffice, and he came from the postoffice to my place.

Ques. He paid you too much?

Ans. Yes, sir.

Ques. You called his attention to it and he took the money back?

Ans. Yes, sir.

Ques. And you gave it to him?

Ans. Yes, sir.

Ques. And he put it in his pocket?

Ans. Yes, sir.

Ques. What was the other occasion?

Ans. The second occasion in February, 1903; he didn't overpay me, but he didn't seem to know what to do with his money.

Ques. Tell us what he did.

Ans. He got up from the desk and left a roll lying on the desk, and I handed it to him and he attempted to put it in his pocket and before he got out of the place he dropped it again, and I didn't notice it until I went to open the door for him, he was not fit to open it himself, and I took it and shoved it in his pocket.

Ans. How much was it?

Ans. I don't know, it was a roll.

Ques. Something less than a million dollars?

Ans. Oh, yes; sure.

Ques. About how much?

Ans. I could not judge, I didn't take that much notice of it.

Ques. But you did take notice—

Ans. It was a bundle of bills; I shoved it in his vest pocket and I took him home that day.

Ques. What time of the day was that?

Ans. In the morning.

Ques. Did he on those two occasions give you a receipt?

Ans. No, it was not necessary; I gave him a receipt, he paid me.

Ques. What did he do with the receipt?

Ans. He always put it in his pocket, in fact, the second time that I have just spoken of, he didn't take the receipt, I gave it to him with the money; he left the receipt and the money both lying on the desk.

Ques. You picked up the receipt and the money and gave it to him?

Ans. Yes, sir; and he dropped the money before he got out.

Ques. In which pocket did he put the receipt?

Ans. In his inside pocket.

Ques. In which pocket did he put the money?

Ans. I put it in his vest pocket.

Ques. You say he dropped it?

Ans. Yes, I didn't notice it until he started for the door, and when I started for the door and opened it I saw it on the floor.

Ques. And you picked it up and gave it to him?

Ans. Yes.

Ques. What did he do with it then?

Ans. I put it in his pocket, in his vest pocket.

Ques. And then you went out with him and took him home?

Ans. Yes, sir.

Ques. Where was that money from that he dropped, where did it come from?

Ans. I haven't any idea.

Ques. You don't know?

Ans. No, certainly not; not more than I know where the money comes from that you pay me or anybody else.

Ques. On both of these occasions he would pay you money?

Ans. Yes, sir; he paid me money for 13 years.

Ques. The last time, this second occasion that you speak of, how much money did he pay you on that occasion?

Ans. He paid me eighteen dollars and some cents.

Ques. Where did he get the money from?

Ans. I have no way of knowing where any man gets his money from.

Ques. Did he take it out of his pocket?

Ans. Yes, sir.

Ques. Did he have other money?

Ans. I don't know; he took out a roll of bills, it was one roll of bills and he generally had them rolled up, and skinned off the money off the outside.

Ques. And picked out eighteen dollars?

Ans. No, it was more than that; I gave him some change and he laid the roll on the desk, that was it, and was going out and left the whole thing.

Ques. You gave him change?

Ans. Yes, sir; and he was going out and left the whole roll and his receipt.

Ques. Then he hadn't dropped it?

Ans. When I handed it to him as I opened the door, I saw on the floor the roll that I had handed to him.

Ques. I understood you to say that roll was on the table?

Ans. It was, and I handed it to him, and then when I started for the door I found he had dropped it and it was on the floor.

Ques. Still you gave it back to him?

Ans. Yes, sir.

Ques. And took him home?

Ans. Yes, sir.

Ques. What was the next transaction?

Ans. It was in October, 1904. He owed me then twenty-seven dollars and some cents; he gave me six twenty dollar bills to pay it, skinned off six twenty dollar bills.

Ques. When was that?

Ans. October, 1904.

Ques. Did he have a big roll of bills then?

Ans. Yes, had quite a bunch of money with him.

Ques. On that occasion did he have a big roll of bills?

Ans. Yes, apparently, because he took these six twenty dollar bills off the outside of the roll.

Ques. What time in the day did that transaction occur?

Ans. This was in the afternoon.

Ques. Did he pay you the correct amount of money?

Ans. No, I called his attention to it and asked him what he was doing. He said, "I paid you that bill."

Ques. Did you give him a receipt?

Ans. Yes, sir.

Ques. And change?

Ans. Yes, sir.

Ques. What did he do with the receipt and the change?

Ans. Put them in his pocket; he always put the receipt in his inside coat pocket and the money in his vest pocket.

Ques. And then went out?

Ans. Yes, sir.

Ques. Did you take him home at that time?

Ans. No, not at that time; he was not quite full enough to be taken home.

Ques. When he was not full he was all right to do business?

Ans. Yes, you had to catch him early in the day though.

Ques. Catch him early in the day?

Ans. Yes, sir.

Ques. Always?

Ans. That is my experience.

Ques. Did you see him every day?

Ans. Yes, sir; every day for 13 years; except when he was sick.

Ques. You saw him?

Ans. Yes, sir; except Sundays.

New Jersey State Library

Ques. And then he was always drunk?

Ans. Drunk for the latter part of the day; I saw him trot down in the morning after his first drink.

Ques. For 13 years?

Ans. Yes, sir.

Ques. That is all.

Re-Direct:

Ques. One question I omitted; did you do any work on this High Street property occupied by Mr. Worth, during the year 1904?

Ans. No, I did on the Homestead, not there.

Ques. That is all.

---

ANDERSON SHINN sworn for the Defendant.

Direct examination by Judge Gaskill:

Ques. You live in the City of Burlington?

Ans. Yes, sir.

Ques. And are one of the constables of the city?

Ans. Yes, sir.

Ques. How long have you been constable?

Ans. About 12 years.

Ques. Did you know Firman Dubel in his lifetime?

Ans. I did.

Ques. Have you followed any other business than that in connection with your office during this time?

Ans. I don't know that I understand just the meaning of your question,—along the line of investigation?

Ques. Anything outside of your ordinary duty?

Ans. In addition to that work I have been engaged at times in making investigations.

Ques. For what companies?

Ans. For the Pennsylvania Railroad Company, for the Camden & Trenton Traction Company, work of that character for attorneys.

Ques. Did you know Firman Dubel?

Ans. I did.

Ques. How frequently did you see him during the last two or three years of his life?

Ans. Some weeks possibly I might see him every day, and other weeks possibly I would not see him at all, I would be away.

Ques. When you saw him during the last two years of his life, what was his condition with respect to sobriety?

Ans. Mostly more or less intoxicated.

Ques. Now, will you explain to the court what you mean by more or less intoxicated?

Ans. Well, I have seen him on a number of occasions in a condition so that he could not walk the street.

Ques. At what time in the day?

Ans. Generally in the latter part of the day.

Ques. What else have you noticed about his condition at other times?

Ans. Nothing more, so far as I can recall, except the apparent intoxication.

Cross-examination by Judge Wescott:

Ques. About how much of the time of the last two or three years of Mr. Dubel's life were you away?

Ans. Well, possibly half of the two years.

Ques. A good deal of your time is occupied in special work?

Ans. Yes, sir.

Ques. That is all.

I. SNOWDEN HAINES recalled for the Defendant.

Direct examination by Judge Gaskill:

Ques. Since you were on the witness stand yesterday, have you had a transcript made from the books of the Mechanics' National Bank of the whole of the banking transactions between that institution and Mr. Nathan Worth, the complainant here?

Ans. Yes, sir; from the time his account was opened on June 18, 1902, to and including yesterday, January 23.

Ques. Have you that in one set of sheets by itself?

Ans. Yes, sir; it is consecutively here with numbered folios. This represents the Worth account.

The Worth account was offered in evidence and marked "Exhibit D9."

(Objected to as immaterial; objection overruled.)

Ques. Can you tell what his average balance was?

(Objected to.)

Judge Gaskill: I withdraw that, the account will show for itself.

Ques. Did you make a transcript or have a transcript made from the books of the Mechanics' National Bank of the account of Firman Dubel during the year 1904?

Ans. Yes, sir.

Ques. Have you that with you?

Ans. I have that.

Dubel account offered in evidence and marked "Exhibit D10 for identification."

Judge Wescott: I object to that on the same ground.

The Court: I haven't been able to see any ground upon which this can be received in evidence.

Judge Gaskill: The only ground is this, if we show that he made no deposits at or about the time of the receipt of these moneys, it is some evidence in connection with the fact that he kept a bank account.

The Court: I should hardly think so; if evidence at all it is self-serving. I feel entirely clear that this would violate the rule. If you desire to have it marked for record you may do so.

Judge Gaskill: Suppose we do that, then.

The Court: The offer is overruled and you may mark it for identification.

Ques. (By the Court) Do the debit items represent the deposits; what is in the debit column, are they the deposits on the left hand, and the withdrawals on the right?

Ans. The debit side shows the charges against his account, which would be the checks.

Ques. Then this is just the opposite of the ordinary bank account?

Ans. Yes, it is transcribed from an individual ledger.

Ques. During the year 1904, what other banking institutions were there in the City of Burlington, if any?

(Objected to as immaterial; objection withdrawn.)

Ans. The Burlington Savings Institution and the Burlington City Loan and Trust Company.

Ques. Was the Burlington City Loan and Trust Company in existence at that time?

Ans. I was trying to think of that, I am not in the Burlington City Trust Company and cannot be qualified as to the date.

Ques. That is a new one?

Ans. Apparently new.

Ques. Does the Savings Bank carry on a general banking business?

Ans. No.

Cross-examination by Judge Wescott:

Ques. Do you know how many people in Burlington there were who had money and were willing to lend any?

Ans. No, I tried to find them.

Ques. Do you know how many banks there were in Philadelphia and other adjoining towns that had money and were willing to lend it?

Ans. I know there were several.

Ques. Yours was not the only one in the universe?

Ans. The principle one—

Ques. Yours is the one which all the other banks circulate around?

Ans. Yes, sir; and most all correspond with us.

Ques. I show you a couple of bank books which purport to be accounts in that bank that you are connected with; do you recognize them as the account books of Mr. Worth in his dealings with your bank?

Ans. I recognize these as the pass-books of Nathan Worth for his account opened originally on June 18, 1902, with deposits of $1055.60 and closing with a balance of $564.90, which is carried as his balance in the second book, which appears to be his present pass-book.

Ques. Will the account which the Chancellor now holds in his hand, and which you brought here as a copy appear in these two books?

Ans. It should be exactly the same, the credits given to Mr. Worth in his pass-book should correspond to the en-

tries made as credits on the opposite side of the transcript.

Ques. So that these two books and the document the Chancellor holds in his hand are all identical?

Ans. Except this transcript which the Chancellor holds brings his account down to yesterday, whereas this book was balanced last on the 19th of November last.

The two bank books referred to were then offered in evidence and marked "Exhibits C10 and C11."

Ques. Did Mr. Worth ever borrow any money from your bank?

Ans. Not to my recollection.

Ques. Do you recollect his making an application for a loan, and the bank holding it under consideration and then determining that they would discount his note?

Ans. Comparatively recently Mr. Worth made such an application for a loan, at least made an application to have a note discounted, as I recollect; made by someone else to his order.

Ques. Is that the only time that he applied to your bank for discount?

Ans. As far as I can recollect.

Ques. And after you concluded to accept the loan, he concluded not to accept it?

Ans. Substantially, my recollection is that it was offered for discount on a day when we didn't have a full board, and before it was finally determined he withdrew the offer.

Ques. (By the Court) Did you give the date of that matter?

Ans. I said comparatively recently.

Ques. (By Judge Gaskill): Since Mr. Dubel's death or before?

Ans. Comparatively recently, within three months past.

LEANDER J. JOBES sworn for the Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live ?
Ans. 314 Jones Avenue, Burlington.
Ques. How long have you lived in Burlington ?
Ans. Twenty-five years.
Ques. What is your business ?
Ans. Mason.
Ques. Did you know Firman Dubel ?
Ans. Very well.
Ques. You did work for Firman Dubel ?
Ans. Yes, sir.
Ques. Did you do any work on the property occupied by Mr. Worth ?
Ans. I did.
Ques. During the year 1904 ?
Ans. Yes, sir.
Ques. What time during the year did you do that work ?
Ans. The first day of December, 1904.
Ques. Is that the only work that you did on that property during that year ?
Ans. It is the only work on that, but on other properties—
Ques. I don't care about that. What work did you do there ?
Ans. I pointed up the brick wall in the alleyway.
Ques. How much did the work amount to ?
Ans. I was going to tell you; it was a mixed up day; I really could not tell you.
Ques. Were you more than one day ?
Ans. No, sir; part of the day was there and part of it on the Salvation Army and on the Homestead.
Ques. On the same day that you did this work pointing up the wall on the High Street property, you also did some work on the Salvation Army property ?

Ans. Yes, sir; repairing the pavement.

Ques. Did you on the same day do any work on any other properties?

Ans. On the Homestead.

Ques. Did you during that year do any work on the sink or around the sink at the High Street property; do you remember the cave-in there?

Ans. Yes, sir; I have no recollection of that date, but it was during that year; I was working out on the farm at the same time, but I could not tell you the date.

Ques. What did the work consist of?

Ans. The top of the sink caved in and we put a flagstone over the top of it.

Ques. When you say sink, what do you mean?

Ans. It was the well in the yard.

Ques. (By the Court) That was the High Street property?

Ans. Yes, sir.

Ques. How much did you do there?

Ans. That was a day's work, I think, probably more.

Cross-examination by Judge Wescott:

Ques. Who got you to do this work?

Ans. Firman Dubel.

Ques. That is all.

---

LEDYARD HORN sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?

Ans. 226 High Street, Burlington, N. J.

Ques. What is your business?

Ans. Painting and paper-hanging.

Ques. Did you know Firman Dubel in his lifetime?

Ans. Yes, sir.

Ques. Did you do any work for him?

Ans. Yes, sir.

Ques. Did you do any work for him on the High Street property occupied by Mr. Worth or on the Salvation Army property during the year 1904, before the death of Mr. Dubel?

Ans. Yes, sir; on the High Street property I did.

Ques. What work did you do there?

Ans. Some painting in the kitchen.

Ques. How much did it amount to?

Ans. I just don't remember exactly now, several days' work.

Ques. Can you approximate it, fifty dollars' worth, was it?

Ans. No, it was not that much; something like $20.00 I think it was.

Ques. Who ordered you to do this work?

Ans. Mr. Dubel.

Ques. When was this?

Ans. It was just previous to Christmas, about the 20th or 21st, somewhere around there I started it, and I was paid for the work the day before Christmas; that was Saturday.

Ques. 1904?

Ans. Yes, sir.

Ques. The same month that he died?

Ans. Yes, sir; he died about three or four days after he paid me, I believe.

Ques. What was the work that you did there; what was the character of it?

Ans. Painting the walls in the outer kitchen and the kitchen next to it, and a new sink that had been put in there; that is the woodwork around the sink in the kitchen.

Ques. That is all.

Cross-examination by Judge Wescott:

Ques. Did Mr. Dubel come after you to get you to do this work?

Ans. Yes, he sent word to me.

Ques. How was it, in writing; or did he send a person after you?

Ans. He told someone there in the building about it. In fact, I seen the carpenters working there, and when I was doing nothing I used to look around to get the work and someone there told me to see Uncle Firman, he was going to paint, and I think I met him outside, and he went in to look at it and he told me what to do.

Ques. Did he see you more than once?

Ans. Not about that, no; I don't think he did.

Ques. Did he about any other thing?

Ans. Yes, the walls in the other kitchen were painted.

Ques. Did he get you to paint the walls?

Ans. I asked him about painting that part, I painted the outer kitchen, first the wall and then the new one around the sink, and someone in there told me it would be nice to paint the other to make both kitchens good, and I said it would, and then I saw Mr. Dubel and asked him about it, and he said all right.

Ques. Did he pay you?

Ans. Yes, sir.

Ques. Give you the money himself?

Ans. Yes, sir.

Ques. Count it out to you?

Ans. No, he then brought it to me and handed it to me.

Ques. Was it the right amount?

Ans. Yes, sir.

Ques. Did you give him a receipt?

Ans. Yes, sir.

Ques. Did he ask for it?

Ans. No, I generally always make it out.

HARRY A. HAINES sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?
Ans. At 341 Penn Street, Burlington.
Ques. How long have you lived in Burlington?
Ans. Fifty-six years.
Ques. What is your business?
Ans. I carry on the carpenter business.
Ques. Did you know Firman Dubel in his lifetime?
Ans. I was acquainted with him.
Ques. Did you do any work for him?
Ans. A small lot of work.
Ques. Did you do any work on the High Street property, occupied by Mr. Worth, or on the Salvation Army properties?
Ans. I done some work on the High Street property.
Ques. When was it you did that?
Ans. In December, 1904.
Ques. At whose request did you go there to do the work?
Ans. Mr. Dubel sent a man for me to come there and do the work.
Ques. Did you do the work?
Ans. Yes, sir.
Ques. Who paid you?
Ans. Mr. Dubel.
Ques. How much did it amount to?
Ans. I think my work came to ten dollars and some cents, and some little hardware I bought for the work, but I don't remember what that amounted to unless I look at my book.
Ques. Was Mr. Worth about the house and place where you were working?
Ans. Yes, sir; I saw him there while I was working there.

Ques. Did he give you any instructions or directions about the work at all?
Ans. No, sir.
Ques. That is all.

Cross-examination by Judge Wescott:

Ques. Did you give Mr. Dubel a receipt?
Ans. I did.
Ques. Did he request it?
Ans. No, I made out a bill and took it there to him when I got ready for my money, and he fetched the money and I gave him the receipt.
Ques. Did you show him the bill?
Ans. Yes, sir.
Ques. And he looked at it?
Ans. Yes, sir; and saw the amount.
Ques. And gave you the correct amount?
Ans. Yes, sir.
Ques. That is all.

---

WILLIAM H. FIELDS sworn for Defendant.

Direct examination by Judge Gaskill:

Ques: Where do you live?
Ans. Stacy Street, 207.
Ques. Whereabouts, what city?
Ans. Burlington.
Ques. How long have you lived in Burlington?
Ans. Going on 35 years.
Ques. Did you know Firman Dubel.
Ans. Yes, sir; I did.
Ques. How long have you known him?
Ans. Ever since I was a small boy.

Ques. Did you do any work for Mr. Dubel during the last two or three years of his lifetime?

Ans. Yes, sir; took care of him, seen to him in sickness and helped.

Ques. Did you ever take any coal from Mr. Worth's place to Mr. Dubel's place?

Ans. No, sir.

Ques. Did you ever load any coal in a push cart from a wagon in front of Mr. Worth's door and wheel it around to Mr. Dubel's house?

Ans. No, sir; we have no push-cart.

Ques. Well, in anybody else's push-cart?

Ans. No, sir.

Ques. Did you ever wheel any coke or other burning material around there?

Ans. Nothing from the Jew's place.

Ques. Nothing from Worth's place?

Ans. No.

Ques. Don't use that expression; just simply say Mr. Worth.

Judge Wescott: Don't undertake to curb his feelings.

Ques. Now then, were you with Mr. Dubel during the last two or three years of his life?

Ans. Every day.

Ques. Did you get your meals at the Dubel house?

Ans. No, sir.

Ques. What time would you go around to the Dubel house?

Ans. Go around mornings while my wife was getting breakfast; get up the coal, take care of the fire, get the coal and wood in for the day.

Ques. And would you stay there or go back home?

Ans. Go back home.

Ques. After you got your breakfast how soon did you come back?

Ans. If I hadn't anything to do I would go back there, and if I had I would go to work.

Ques. What work did you do during this time?

Ans. Hod-carrier.

Ques. What was Mr. Dubel's habit with reference to drink during the last two or three years of his life?

Ans. Well, drink pretty hard, because he didn't draw a sober breath during the last, I guess.

Ques. How intoxicated would he get; just describe it to the Court?

Ans. Well, he got so he could not hardly get along, I used to have to go around and take him home; I might meet him and take him home in the forenoon; he would lie down, and then come to the hotel and then liable to get drunk again before night, and then he would go home and go to bed about six o'clock; sometimes earlier than that.

Ques. (By the Court) Go home in the forenoon and lie down?

Ans. Yes, sir; and then come back and get drunk again.

Ques. Get another jag?

Ans. Yes, sir; that was it.

Ques. (Further Direct) Where have you seen him get drunk besides in the hotel and saloon?

Ans. I have seen him in a good many places.

Ques. Have you ever seen him at Mr. Worth's?

Ans. Yes.

Ques. What have you seen him drink there?

Ans. Gin.

Ques. Who offered it to him?

Ans. Mr.———what do you call him?

Ques. Mr. Worth.

Ans. Yes, sir; and help drink it.

Ques. You helped drink it too?

Ans. Yes, sir.

Ques. How many times have you seen Mr. Worth treat Mr. Dubel to gin?

Ans. In Mr. Worth's house?

Ques. Yes.

Ans. Pretty often, often him and me would go in, and call the old man back because Mr. Worth had some good gin.

Ques. What year was this; how long do you say this drinking of gin in Mr. Worth's house continued?

Ans. Pretty nearly ever since he lived there.

Ques. Did you see any of it during the last year of Dubel's life?

Ans. Yes, sir.

Ques. Ever get intoxicated there at Worth's place?

Ans. I seen him come out of there pretty well hobbled up; I could not say that he got it there; pretty well twisted, so I had to take him home, and took him home. He had a pair of shoes.

Ques. Did you also get something to drink there?

Ans. Not at that time.

Ques. Did you at other times?

Ans. Yes, sir; whenever I went in with him; when Mr. Worth treated him he treated me.

Ques. Would both of you get twisted sometimes?

Ans. Yes, a good load on; would not have to go twice.

Ques. Do you remember the last time that you and Mr. Dubel went into Worth's place to get a drink?

Ans. No, sir; I could not tell you exactly; I guess about three or four weeks before he was taken sick.

Ques. How long was he sick before he died?

Ans. Well, he was not bedfast but a few days; I don't know, not over three days, not bedfast.

Ques. How old a man was Mr. Dubel?

Ans. I forget exactly how old he was, eighty something; I forget what it was.

Ques. Upward of eighty was he?

Ans. Yes, sir.

Ques. And you had known him how many years?

Ans. Ever since a little boy.

Ques. Did you ever do any work in this Worth house or the Salvation Army property?

Ans. Yes, sir.

Ques. Did you do any there during the year 1904?

Ans. Yes.

Ques. What work did you do there?

Ans. Cleaned up a lot of dirt that had been taken out of the well, and moved it away.

Ques. State what you know about Mr. Dubel's affection for his home and place where he lived?

Ans. He would not sell none of his property; he had no property to sell, only Columbus road houses.

Judge Wescott: Objected to as not responsive, and I ask to have it stricken out. I also object to the question on the ground that the man's love for his home is not material to the issue here.

Judge Gaskill: It is in connection with the other contract that the complainant has for the sale of the home.

The Court: You propose to offer in evidence a contract between these parties for the sale of the home?

Judge Gaskill: Yes, and then as part of our general defence against this claim, we will have the strong probability that with the affection and love for his home he would not have parted with it, and that we think adds to the strength of our defence to this present action.

The Court: And show that another similar writing is fraudulent, and, therefore, increase the strength of your contention that this paper now in controversy is fraudulent?

Judge Gaskill: Yes.

Judge Wescott: My objection is, that mere affection for a piece of real estate or any personal property is not material in determining its title. Men have parted with things that they have great affection for.

The Court: The rule which I have been endeavoring to adhere to has been that the defendant cannot prove any self-serving statement or conduct upon the part of Mr. Dubel, but that he can show any conduct of Mr. Dubel which establishes a fixed habit or a fixed characteristic on his part, which is inconsistent with the possibility of his having executed the contract in question. I think that is the correct principle. Now, its application to the present question as to his affection for his home is troublesome. I think within the scope of that ruling it would be competent to show that he had a characteristic of that nature, if this witness can establish it by proof of instances that will establish it. Let him show instances from which he drew his own conclusion; let him state the instances and the Court will draw the conclusion that he was a home loving man.

Ques. How long did Mr. Dubel live in what we call the Homestead?

Ans. I could not exactly tell; somewhere in the neighborhood of 30 years.

Ques. Who lived there before him?

Ans. A man named Johnson.

Ques. Was not Johnson's wife Mr. Dubel's sister, Kitty Johnson?

Ans. Yes, sir.

Ques. Did she live there after Mr. Johnson's death?

Ans. Yes.

Ques. Did Mr. Dubel go to live with her before she died?

Ans. Yes, moved from his place in Wrightstown.

Ques. How many years ago was that?

Ans. I don't know; about 30 years since he came there to take charge of this place.

Ques. That is all.

Cross-examination by Judge Wescott:

Ques. What do you do in Burlington?

Ans. Hodcarrier.

Ques. Hodcarrier now?

Ans. Yes, sir.

Ques. That is your business now?

Ans. Yes, sir.

Ques. Did you carry on that business while Mr. Dubel lived?

Ans. Yes.

Ques. You and Mr. Dubel used to be pretty thick friends?

Ans. Oh, yes.

Ques. And he and Mr. Worth were pretty thick friends, too?

Ans. Yes, generally.

Ques. He visited Worth's family often?

Ans. He was there once in a while.

Ques. Do you remember the time that they had the coal famine and people could not get coal?

Ans. Oh, yes, I remember it; I was born and know all about it.

Ques. Do you remember Mr. Worth getting some coal?

Ans. He didn't get any coal, he got some coke.

Ques. Do you remember the fact that Mr. Dubel was without coal or coke at that time?

Ans. He was not entirely out, he had a little; I suppose a bushel.

Ques. That didn't last long?

Ans. No, but he had plenty of wood.

Ques. Where did you get coke after that, or didn't you get any?

Ans. No, not until the next day.

Ques. Where did you get it then?

Ans. Bought it off a man; a peddler called.

Ques. Who was it?

Ans. Down from Edgewater.

Ques. Who was it?

Ans. Adams' brickyard man.

Ques. Tell me his name?

Ans. I can't think of his name.

Ques. Who went after it?

Ans. A man was peddling around town; bought it by the bushel; gave 80 cents a bushel; about six bushel.

Ques. How long did that last?

Ans. Until we got a ton.

Ques. Did you live with Mr. Dubel then?

Ans. Lived right next door to him.

Ques. Did you have coal at that time?

Ans. No; yes, we did.

Ques. You said awhile ago that you saw Mr. Dubel going into Mr. Worth's house when Mr. Worth first came there?

Ans. Yes, when he, Mr. Worth had it, he always treated Uncle Firman.

Ques. Did you go in there?

Ans. Yes, sir.

Ques. Now, are you sure you ever had a drink in Mr. Worth's?

Ans. I would not want a crack over my head as many times as I had a drink.

Ques. In Mr. Worth's house?

Ans. Yes, sir; in his back parlor.

Ques. It was always good gin?

Ans. Yes, sir; the old man said it was about the best gin he ever drank. I can tell pretty good gin when I get hold of it.

Ques. That began from the time Mr. Worth went there and continued down to the time of Mr. Dubel's death, having to go there for gin?

Ans. Yes.

Ques. Did you go with him all the time?

Ans. Not all the time, because I could not be with him all the time; only night and morning, and then through the day when I had no work, attending to the lock.

Ques. You went into Dubel's for gin how long? **10**

Ans. Into Dubel's?

Ques. I mean Worth's.

Ans. Once in a while when Firman went in there.

Ques. How often?

Ans. Maybe once in two weeks; maybe once in a week.

Ques. Did you sit down and have a good time talking?

Ans. Didn't sit down long because Uncle Firman was always in a hurry.

Ques. Just got your drink and went out?

Ans. Didn't want to tarry too long; maybe could not **20** get out.

Ques. Were you afraid you would be killed there?

Ans. No, afraid the gin might take hold too quick.

Ques. You wanted to get out with the load of gin before the gin loaded you?

Ans. Yes, sir; it gets the best of us sometimes.

Ques. Did you bring a suit or a claim against the Dubel estate?

Ans. Yes, sir.

Ques. When was that paid, if it was? **30**

Ans. I can't tell exactly when it was.

Ques. Who paid you that claim?

Ans. Mr. Watts.

Ques. How long ago was it that was paid?

Ans. I could not tell you how long ago since he gave it to me; a year.

Ques. A year?

Ans. Yes, in the neighborhood of that.

Ques. Before that claim was paid you were very friendly with Mr. Worth, were you not?

Ans. Not any more than any other time. I ain't been in Mr. Worth's place but once.

Ques. Since Mr. Dubel died?

Ans. No.

Ques. Didn't you want Mr. Worth to help you to get that claim or establish that claim?

Ans. No, I didn't want anybody to help me get it; I employed a lawyer to help me get it.

Ques. Didn't you tell Mr. Worth you were with him in this case and would help him all you could?

Ans. No, sir.

Re-Direct:

Ques. Who was your attorney in that matter?

Ans. Mr. Howard Flanders.

Ques. What was your claim for?

Ans. For taking care of the old man.

Ques. Were you his nurse and attendant during his sickness?

Ans. Yes, sir; took care when he was sick; took care of him 13 weeks.

Ques. Did they give you the whole amount that you put the claim in for, or was there a compromise?

Ans. There was a compromise; didn't give me the whole amount.

COATES CLUTCH sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?
Ans. 934 Main Street, Darby, Pennsylvania.
Ques. Did you know Firman Dubel in his lifetime?
Ans. I have all my life.
Ques. What relation is Annie Clutch to you?
Ans. My sister.
Ques. Was she the housekeeper at Mr. Dubel's?
Ans. She was; he took her to raise at the age of ten or twelve.
Ques. And she lived with him up to the time of his death?
Ans. Yes, sir; up to the time she died.
Ques. Did you ever visit your sister?
Ans. I have frequently, sometimes 12, 15 times a year; stayed a week or ten days at a time.
Ques. Were you there in Burlington on a visit to your sister at the time Mr. Dubel died?
Ans. I was.
Ques. How long had you been there before his death?
Ans. My wife sent me word on the 24th of December that he was very low. I came up and stayed until the house was closed on the 15th day of January.
Ques. Did you see Mr. Worth during that time?
Ans. I have frequently when Mr. Dubel was sick.
Ques. Did Worth visit the house while Dubel was sick?
Ans. He did.
Ques. Do you know whether or not he brought any intoxicating liquors there during that time?
Ans. On the 27th day of December he brought a small bottle of gin.
Ques. Mr. Worth did?
Ans. Yes, sir; what I would term a small medicine bottle.

Ques. What did he do with it?

Ans. He told Uncle Firman to take a drink, and he took a drink out of the bottle, and then Mr. Worth turned to me and said, "Mr. Clutch, this is good Holland gin, taste it;" I tasted it and returned the bottle.

Ques. What was done with the bottle when Mr. Worth went away?

Ans. It was put on the bureau.

Ques. Left there?

Ans. Yes, sir.

Ques. Did you hear Mr. Worth say anything about loaning any money to Mr. Dubel?

Ans. I did.

Ques. What was that?

Ans. On the 27th day of December Mr. Worth came there as near as I can judge the time, between eight and nine o'clock; he went upstairs; I was down at the time and my wife was upstairs attending to Mr. Dubel's room. Mr. Worth came down and told me that Mr. Dubel had asked for a loan of ten dollars, that he hadn't any money in the house. Mr. Worth went out and I suppose in about fifteen or twenty minutes he came back; he went upstairs and my wife saw him put the money in his vest pocket; after my wife—

Ques. Your wife or your sister?

Ans. My wife; my sister was dead then.

Ques. She was there with you at the time?

Ans. Yes, sir.

Ques. Is she alive?

Ans. She is here in Court; she was there nearly three months before he died.

Ques. Is your sister Annie Clutch living?

Ans. No, she is dead.

Ques. When did Annie Clutch die?

Ans. The 27th day of November, 1904.

Ques. Just before Mr. Dubel died?

Ans. Yes, five or six weeks before.

Ques. Go on.

Ans. Mr. Worth came down stairs and he told me he had loaned the money, the ten dollars. I went up stairs; Mr. Dubel, Uncle Firman we always called him, he called me to his bed.

Ques. Was Mr. Worth there?

Ans. No, sir; he had gone.

Ques. State only what took place in the presence of Mr. Worth.

Judge Wescott: I have no objection to the narrative of that circumstance.

Judge Gaskill: I make my own objection.

Ques. Did you prior to this last sickness of Mr. Dubel's, had you noticed anything with reference to his habits of sobriety?

Ans. I had.

Ques. What were they?

Ans. I have seen him intoxicated as often as twice a day; what I mean he would go out in the morning and come home about 11 o'clock intoxicated; he would go up to bed and take a nap as he called it, and get up at one or two o'clock, and come home at four or five intoxicated. I have often known him, I have visited him there ten days at a time; I have known him to get up at twelve o'clock and take liquor out of the bottle, and sit there and curse people for all they were worth?

Ques. Now at the time that Mr. Worth told you that he loaned ten dollars to Mr. Dubel; was there to your knowledge any money in the house of Mr. Dubel's?

Ans. There was.

Ques. Tell what provision was made for the entertainment of yourself and your wife, what food was furnished, and what accommodations were given you while you were there?

Ans. The sleeping apartments were very good, but the eatables were very bad; so much so that at times I had to go out and get something to eat myself. On several occasions he had ham there and he cut three small pieces off—

(Objected to.)

Judge Gaskill: It is to show the miserly habits of the decedent, the manner in which he lived at the house and the manner in which he secreted money and starved those who were waiting on him and paid them.

The Court: Under the scope of the ruling I have been endeavoring to pursue his miserly habits may be shown, that is, instances.

Ans. He would stand there while my wife would cut three small pieces off the ham; he would say, "Do not cut off any more," that was enough, not worth while to waste things.

Ques. How many persons did these three pieces of ham thus cut off supply at the table?

Ans. Sometimes there would be four, if my sister was able to eat; if not, my wife and Mr. Dubel and myself.

Ques. At such a meal as that state how much food there was for the number of persons there.

Ans. There were a few potatoes boiled.

(Objected to as immaterial.)

(Objection overruled.)

Ans. A few potatoes boiled and some bread on the table, and on very rare occasions he had a roast of beef, very rare occasions. I don't think since I have been going there for 25 or 30 years, and before, going to Wrights-

town, but in the old homestead, I don't think I have seen a roast for half a dozen in the whole time.

Ques. How large were these pieces of ham and how thick?

Ans. About *that* big.

Ques. About the length of your finger?

Ans. Yes, sir; and about an inch thick.

Ques. An inch thick?

Ans. Maybe not quite; half an inch to an inch.

Ques. What else have you noticed about his habits during these years you have visited there, if anything, with reference to secreting money?

Ans. There was money in the house, I have known it to be there twenty-odd years; it was in the bureau drawer wrapped in a bandanna handkerchief. That money belonged to my sister. After Mr. Dubel had died, Mr. Watts came to me—

Ques. Never mind that. Was there any money in the house anywhere else than in this bandanna handkerchief?

Ans. In a box in the same drawer where the bandanna handkerchief was.

Ques. Do you know of money anywhere else in the house?

Ans. Not that I know of.

Ques. Do you know whether the quantity of money was large or small?

Ans. In the bureau drawer?

Ques. Yes, in the handkerchief or drawer?

Ans. I don't know about the bureau drawer; the handkerchief contained in the neighborhood of twenty-seven, twenty-nine, close to three thousand dollars.

Ques. Did you see that money yourself counted?

Ans. When Mr. Watts counted it.

Ques. After Mr. Dubel's death did you meet Mr. Worth and have any talk with him?

Ans. He came there the day he died in the morning, went up stairs and came down and said, "The old gen-

tleman is going to die, please don't forget to tell Mr. Watts that I loaned him ten dollars." He came back about six o'clock and he seen the old gentleman was dead; he asked me if I had told Mr. Watts about loaning the ten dollars; I told him I had.

Ques. Did he say anything to you about his having paid him any other money, or bought any other property from him?

Ans. Never mentioned a word.

Ques. Did he say anything to you about money being found in the house?

Ans. The day after Mr. Dubel died I was going after a paper; the man who sold them, Kline, I think his name is, I met Mr. Worth coming home; he asked me if it was so about so much money found in the house; I told him yes. He asked me the amount, and I told him between $2500 and $3000. He then said to me that he guessed I would get that property 229 Stacy Street, it was to go to my sister. I then told him that people knew more than I did.

Ques. That was the homestead?

Ans. Yes, sir.

Ques. That was left in the will to Annie Clutch, the sister?

Ans. I told him people knew more than I did.

Ques. How long had you known of this bundle of money in the bandanna handkerchief and the money in that box to be in Mr. Dubel's house?

Ans. In reference to the money in the bandanna handkerchief, I knew of it twenty-odd years ago, but the box I did not; the box I don't think belonged to my sister at all; that belonged to Firman Dubel.

Ques. How much was in the handkerchief.

Ans. If my memory serves me right, somewhere between $2900 or a little over; I am not positive on that point, but there was between $2500 and $3000.

Ques. How do you know that that same amount of

money had been in the handkerchief years back, had you seen it?

Ans. No, my sister told me, and said it belonged to her, and if anything should happen that we should take it.

Objected to as heresay, and the Court ordered the portion of the answer based on hearsay to be stricken out.

Ques. What knowledge had you of your own, independent of what your sister had told you?

Ans. None.

Ques. Had you ever seen it before?

Ans. I had seen the bandanna handkerchief.

Ques. With a bundle in it?

Ans. Yes, sir.

Ques. In that drawer?

Ans. Yes, sir.

Ques. But outside of that you knew nothing of what was in it except what your sister told you?

Ans. No.

Ques. What precautions have you known to be taken with respect to that bandanna handkerchief when they would go out, when Mr. Dubel and your sister would go out

Ans. They would take it out of the drawer and put it in the wash clothes basket, way at the bottom with dirty clothes over it, and it would remain there until they came back, and then it would be taken out and put in the drawer and locked up.

Ques. Have you seen that done?

Ans. Yes, sir.

Ques. How many times have you seen that done?

Ans. A dozen times, maybe.

Ques. How many years before the death of Firman Dubel was it you first saw that?

Ans. I guess 20 years.

Ques. How many times, to your knowledge, did Mr. Worth bring gin to the house?

Ans. Only one time to my knowledge.

Ques. How long was that before he died?

Ans. About two days; one or two days.

Ques. How long was Mr. Dubel confined to his bed before he died?

Ans. I don't think over seven or eight days to my knowledge; that is, confined to his bed.

Ques. How long was he confined to the house before he was taken to his bed?

Ans. That I could not say; it may have been about ten days, that is to the best of my knowledge.

Ques. How many days before his death was it that you noticed his condition as to whether he was in a serious dying condition or likely to live?

Ans. On the 24th day of December, 1904, I went up, I saw that he was in a very bad state.

Ques. How long was that before he died?

Ans. Four days.

Ques. Did he get any better or show any signs of improvement from that time on to the time of his death?

Ans. On the 25th of December I saw a marked improvement, a little, after that he commenced to sink, and on the 28th of December, we were called out of bed at four o'clock, and I saw it was all over. We sent for the doctor and he said there was no hope.

Ques. What day did he die?

Ans. On the 28th of December.

Ques. What time of the day?

Ans. As near as my judgment goes, four o'clock.

Ques. In the afternoon?

Ans. Yes, sir.

Ques. When was Mr. Worth there last before he died?

Ans. On the morning of the 28th.

Ques. The same morning that he died?

Ans. Yes, sir.

Ques. Did he go into his room?

Ans. He went up stairs; yes, sir.

Ques. Is that the day he told you about the ten dollars?

Ans. He loaned him the money the day before, he drew my attention, if anything should happen, to remind Mr. Watts of the ten dollars.

Ques. How many times did Mr. Worth remind you to tell Mr. Watts about these ten dollars?

Ans. On the 28th when he came and saw he was so low,—he told me about loaning him the money the day before, the 27th; and then on the 28th he told me twice, no, once, and then when he came back in the afternoon he asked me whether I had notified Mr. Watts and I told him yes.

Ques. So it was three different times that he spoke to you about the ten dollar loan?

Ans. Yes, sir.

Ques. Did he ever at any time speak to you about having bargained about any property with Mr. Dubel?

Ans. No, sir; never.

Judge Wescott: Objected to, and ask to have it stricken out as immaterial.

The Court: I will deny the motion on the ground that having stated what he did say, it is appropriate to permit him to state what he didn't say.

Cross-examination by Judge Wescott:

Ques. How long were you with Mr. Dubel before he died?

Ans. Four days before he died; I went up on the 24th and he died on the 28th.

Ques. That is all the time you were there?

Ans. Oh, no; I have been up there before.

Ques. When was the last time before that you had been there?

Ans. The early part of December, and then I went home.

Ques. How long were you there in the early part of December?

Ans. I suppose maybe a week.

Ques. How long before that was it you had been there?

Ans. I have been up there frequently and stayed a week or ten days at a time, not having anything to do, I have been there; my sister being there and being an invalid.

Ques. During the three or four days of illness of Mr. Dubel that you were there, how many times did you see Mr. Worth come in?

Ans. Every day to the time he died.

Ques. Several times a day?

Ans. Only once, I think; except the day he loaned him the money.

Ques. Did you see him loan the money?

Ans. Mr. Worth told me about it.

Ques. Did you see him loan the money?

Ans. All I know is what Mr. Worth told me when he came down stairs; he said Uncle Firman wanted a loan of ten dollars, he hadn't any money in the house.

Ques. Who said that?

Ans. Mr. Worth said that he hadn't any money in the house.

Ques. Did he tell you how he found that out?

Ans. No, he came back in about 20 minutes and went upstairs.

Ques. With the ten dollars?

Ans. I suppose so, and he came down stairs and told me he had loaned him ten dollars.

Ques. Did he tell you how he found out that Uncle Firman had any money?

Ans. No, he never said a word about that.

Ques. Were you there when he died?

Ans. Yes, sir.

Ques. Do you remember a ten dollar bill being found in his vest pocket

Ans. I don't remember any money being found in his vest pocket.

Ques. In some pocket?

Ans. No.

Ques. Wasn't there a ten dollar bill found on his person?

Ans. No, sir; not as I know of, and I was there when he died.

Ques. You have spoken of some money done up in a handkerchief, was there any money found in different parts of the house?

Ans. The only money I know of in different parts of the house was in a trunk on the third floor, and had been there for a long time.

Ques. Was there not money found in many places in the house?

Ans. No, sir.

Ques. Under carpets and many places?

Ans. No, sir.

Ques. That you didn't know of?

Ans. If there had, I would have known it.

Ques. Was there any money found in books put between the leaves?

Ans. I think Mr. Watts took out of an Old Testament, I think there was some money found there; it was very old and nearly crumbled when Mr. Watts took hold of it.

Ques. You say he cursed people for all he was worth?

Ans. Yes, sir; that is at night.

Ques. Do you remember when that was?

Ans. Very often, I could not enumerate the times.

Ques. Where was he when he did that?

Ans. In the room that I slept in.

Ques. That was when you were visiting there?

Ans. Yes, sir.

Ques. Was he drunk?

Ans. I should not think he was sober, because I had seen him take two or three drinks.

Ques. Who was it he was cursing?

Ans. Not anybody particularly, that is, by name, that I know of.

Ques. Wasn't it his own folks.

Ans. Sometimes.

Ques. He was mad at all of them

Ans. I could not say that he was mad at all of them; some he was.

Ques. Which of them was it that he was not mad at?

Ans. James Dubel came there; I never heard him curse him.

Ques. Didn't you hear him curse him after he went away?

Ans. Nellie Dubel; I never heard him curse her.

Ques. Which ones did you hear him curse?

Ans. I heard him curse John and Amos.

Ques. Which others?

Ans. None others.

Ques. Can you recall how it was that Mr. Worth happened to mention this ten dollar loan to you, under what circumstances it was mentioned?

Ans. All I know, he came there in the morning and went up stairs to see Firman. My wife was up at the time attending to his room; when he came down stairs he said, "Mr. Clutch, he wants a loan of ten dollars; he hadn't any money in the house;" that is the first I knew of it.

Ques. That is all.

Re-Direct:

Ques. Mr. Dubel left some 60 or 65 nieces and nephews?

Ans. He left a good many; I really could not enumerate them.

---

SUSAN J. CLUTCH sworn for the Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?
Ans. 934 Main Street, Darby.
Ques. Did you know Firman Dubel?
Ans. Yes, sir.
Ques. How long had you known him?
Ans. Ever since I have been in the family, about 38 years.
Ques. What members of the family lived with him, if any?
Ans. Mr. Clutch's sister, Annie.
Ques. Do you know how long she had lived there?
Ans. Ever since she was about ten or twelve years old.
Ques. How old was she when she died?
Ans. About 63 or 62.
Ques. Then she had lived with him something like 50 years?
Ans. Yes.
Ques. Did you ever visit your sister-in-law?
Ans. Yes, sir.
Ques. How often?
Ans. Very often, whenever she was sick she sent for me.
Ques. In addition to her sickness, did you go there to call on her?
Ans. Yes, sir; very often.
Ques. At house-cleaning?
Ans. When she had paper-hanging done she sent for me to oversee the work.

Ques. Did you notice what Mr. Dubel's habits were with reference to the use of intoxicating drinks during those times when you went there?

Ans. Oh, yes; he was very much under the influence of liquor, and very often, too.

Ques. What provision did he use to make for the table when you were there?

Ans. He would buy four pounds of brisket and have it roasted; if we could not eat it the cats would get it, and a 5-cent can of tomatoes; he would say that would make two meals, he didn't eat. He said it would not be worth while to get more, and then we made out with bread and molasses.

Ques. State whether or not you were obliged to get meals outside of the house?

Ans. Yes, sir; very often, because I was not used to that kind of living.

Ques. What do you know about his hiding money about the house?

Ans. I don't know much about that, but I know when people would come and pay their interest, after they would go he would bundle it up and throw it in a little door by the sideboard, and she would get it the next morning and count it and give it to him.

Ques. Did you ever see a bandanna handkerchief there?

Ans. Yes, sir.

Ques. What did that have in?

Ans. A book with a lot of money.

Ques. How many years before his death did you see that?

Ans. Upward of 20 to 25 years.

Ques. How do you know what was in it

Ans. She told me; I didn't see in it, but she took it out of the drawer and hid it in the basket of soiled clothes under the clothes, and I would lock the door and put the key under the carpet.

Ques. Was Mr. Dubel present when that was done?

Ans. Yes, always; and this box he would bring up from his desk, that is a little desk, and put it in the drawer, but when they went out it would be wrapped in a handkerchief and put in the clothes together.

Ques. Did you see the money taken out of the bandanna handkerchief?

Ans. Yes, sir; I stood right at Mr. Watts' elbow.

Ques. How much was taken out?

Ans. $2915 out of the bandanna, and out of the box seventy dollars and some odd cents; I don't just remember.

Ques. Do you remember how this money was arranged in the bandanna handkerchief?

Ans. Yes, sir; the notes of one denomination, like a hundred of tens, and another hundred of fives, and a hundred of twos and ones. I think they were mixed, but there was a hundred in every leaf, except this, and that was $15.00.

Ques. I understand you, this money was in a book which was tied in a bandanna handkerchief?

Ans. Yes, sir.

Ques. You saw this money that was taken out; you saw its appearance?

Ans. Yes, sir; very much pressed, as if it had been there a long time.

Ques. What kind of a book was it as to size?

Ans. I could not hardly tell you; it looked like an old time book, about the size of a small atlas.

Ques. Did you see Mr. Worth there while Mr. Dubel was sick?

Ans. Yes, sir.

Ques. How long were you at the house before Mr. Dubel died?

Ans. Went there on the 11th of October; went there and stayed two or three days, and was back on the 18th,

and was there, came home after the death, after they were both buried; I should say that was the 5th of January.

Ques. Did you see Mr. Worth there at the house the week Mr. Dubel died?

Ans. Yes, sir.

Ques. Did he go up into his room?

Ans. Yes, sir; he called every morning.

Ques. Was he ever in his room alone?

Ans. No, because if I didn't go up behind him I would go up the other stairway, because I was told to.

Ques. You watched Mr. Worth?

Ans. I had to watch everybody; the old man told me—

Ques. Never mind about that. Did Mr. Worth say anything to you about a ten dollar bill?

Ans. Yes, sir.

Ques. What did he say?

Ans. He came down stairs and said, I came down just a little before, and he said, "I think Uncle Firman was short of money, that he didn't have any," and he would let him have ten dollars, and he would be back soon, don't lock the door, and he came back and went up stairs, and I saw him have the money this way, and the old man's hand was there, whether the old man took that from him or not, I saw him hand it towards him.

Ques. Ten dollars?

Ans. Yes, sir; it was in one or two notes, it was not one note.

Ques. What did Mr. Worth say to you about that?

Ans. He told me to mention it to Mr. Watts that he had loaned it.

Ques. What did Mr. Worth say in your presence to Mr. Dubel when he handed him the money?

Ans. He didn't say anything that I heard, but the old man was very weak.

Ques. How soon did he die after that?

Ans. The next day.

Ques. How many times did Mr. Worth speak to you about that ten dollars?

Ans. I think only about twice; I think that is about all.

Ques. Was his condition during the last few days apparent to you and others who saw him there?

Ans. He was intoxicated most of the time, he was drunk most of the time; he was drunk when he died. I would give him medicine, and he would say, "Hand me that bottle," and I would say, "The doctor said that you must not drink this when you take medicine." He said, "Hand me the bottle," and I would have to hold the bottle, and he would spill it all over him, from the 24th; he could not hold it.

Ques. What was in the bottle?

Ans. Some kind of whiskey; he had seven kinds, from peach up, seven kinds; some he said was 35 years old. I don't know whether Jonathan Johnson made that or not; he said he had it 35 years.

Ques. What did you see, if anything, of Mr. Worth bringing anything there for him?

Ans. I think it was once he brought a bottle of gin.

Ques. Did you see that?

Ans. Yes, sir; I saw it.

Ques. What was done with that?

Ans. He was going to treat Uncle Firman, and I told him I don't think it is right; he said it won't hurt him, and the old man looked at me and shook his head and I could not say anything more.

Ques. And the old man got the drink?

Ans. Yes, sir.

Ques. While Mr. Worth was there?

Ans. Yes, sir.

Not Cross-examined.

Adjourned until March 10 and March 11, 1908, at 10 A. M. Last Exhibits "D10 and C11."

IN CHANCERY OF NEW JERSEY.

Between

NATHAN WORTH,

Complainant

and

ERNEST WATTS, EXECUTOR OF THE LAST WILL OF FIRMAN DUBELL, DECEASED.

ON BILL, &c.

CAMDEN, N. J., April 2, 1908.

The final hearing in this matter was continued, pursuant to adjournment. Appearances as heretofore noted.

GEORGE C. WHOMSLEY sworn for the Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?
Ans. Burlington.
Ques. How long have you lived in Burlington?
Ans. About 35 years.
Ques. What is your business?
Ans. Plumbing.
Ques. How long have you been engaged in the plumbing business in Burlington?
Ans. Personally, do you mean?
Ques. Yes.
Ans. About ten years.
Ques. That is, as the proprietor of the establishment?
Ans. Yes, sir.

Ques. Did you know Firman Dubel in his lifetime?

Ans. I did; yes, sir.

Ques. Did you do any work for him in the year 1904?

Ans. I did.

Ques. Have you got your books, or a memorandum of the work that you did?

Ans. I have not here; no, sir.

Ques. Can you give us the dates from memory of the work that you did?

Ans. No, not all the dates I could not.

Ques. On what property did you work?

Ans. During 1904 I worked on several properties.

Ques. Did you work on the High Street property occupied by Mr. Worth?

Ans. I did; yes, sir.

Ques. What work did you do on that property?

Judge Wescott: What is the object of this testimony?

Judge Gaskill: Of the same character as that that we introduced at the last hearing, showing that after the date of the purported agreement of sale, and before the death of Dubel, Dubel had large repairs made on these properties.

Ans. During 1904 I renovated the bath room in that property.

Ques. At what expense?

Ans. At an expense of about $87.00.

Ques. During what month was that?

Ans. August.

Ques. August, 1904?

Ans. Yes, sir.

The Court: What was the date of the agreement?

Judge Gaskill: February 2nd, 1904, and the death was December, 1904.

Ques. Now earlier in the year, Mr. Whomsley, prior to this work in the bath room in August, did you do other work on this High Street property?

Ans. Some little.

Ques. What was the character of that work?

Ans. Well, I can't just recall, but it was not more than repairs that I know of.

Ques. Did you do any work on the steam heating apparatus?

Ans. The heating plant was put in in October, 1902.

Ques. (By the Court) What was the nature of this bath room work, was it the installation of a new bath room or repairs of the plumbing?

Ans. It was renovated in this way: there was a new bath tub put in and a new toilet put in.

Ques. By a new bath tub you mean the old one was taken out?

Ans. Yes, the old one was taken out and a new one put in.

Ques. (Further Direct) Do you recall whether some of the work done in 1904 was for the extension of the steam heating plant to supply other parts of the house with steam heat?

Ans. There was some extension in 1904; yes, sir.

Ques. Do you remember about the room over the store?

Ans. In what way?

Ques. That it had been used as a store room and was not supplied with the steam heating apparatus when you first installed the plant, and during this time Mr. Dubel ordered you to—

Ans. Yes, that was used as a store room when I first installed the plant in the main part of the house

Ques. Did you at that time when you installed the main plant supply heat for that room?

Ans. Not at that time.
Ques. Did you do that during the year 1904?
Ans. No, sir; I did not.
Ques. When did you?
Ans. Along in December, 1903.
Ques. Did you do any work in 1904 on the homestead property for Mr. Dubel?

(The question was answered and then objected to and was withdrawn by Judge Gaskill.)

Ques. For this work that you did at the High Street property, who paid you?
Ans. Mr. Dubel.
Ques. Did you give him a receipt?
Ans. I did; yes, sir.
Ques. Who gave you the directions and instructions with reference to this bath room?
Ans. Uncle Firman.
Ques. Mr. Dubel?
Ans. Mr. Dubel.

Cross-examination by Judge Wescott:

Ques. Where was the old bath tub put?
Ans. I don't just remember now.
Ques. On the third floor, was it not?
Ans. I can't remember where the old bath tub went.
Ques. It was put somewhere in the house?
Ans. Yes, I think it was.
Ques. When did Mr. Dubel first come to you with reference to these repairs?
Ans. I can't recall the day when he first came to me; Mr. Worth had spoken to me about the matter, saying that he wanted it and all that sort of thing, previous to that time.

Ques. How long before that had Mr. Dubel spoken to you about it?

Ans. I can't recall that.

Ques. Try to recall it, it is important.

Ans. How long before the work was done you mean?

Ques. Yes.

Ans. I can't just recall; it was not so extraordinarily long.

Ques. It was before Mr. Worth went in, was it?

Ans. Before he went in?

Ques. Before he went in the house?

Ans. No, sir.

Ques. Didn't Mr. Dubel engage you to do this work before Mr. Worth went in the house, and were you not so busy that you had to do it in sections at different times?

Ans. No, sir.

Ques. That is not true.

Ques. (By the Court) I want to ask you whether the bath tub, the old bath tub, which you say was placed somewhere in the house, whether by that you mean it was located in the house in another room and a new bath room made of it?

Ans. No.

Ques. You simply mean it was stored in the house, left in the house?

Ans. Yes.

Ques. (Further Cross) Have you been in that house since?

Ans. Have I been in the house since?

Ques. Yes, since you did the work?

Ans. Yes, sir.

Ques. And saw that old bath tub?

Ans. No, I have not.

Ques. Don't you know that old bath tub is connected and in use and you did it?

Ans. Where?

Ques. In the third story?

Ans. I don't recall it.

Ques. Have you books of account which will show about this?

Ans. Yes, sir.

Ques. I wish you would bring them here.

Ans. I will.

Ques. Or else refresh your recollection from your books of account and see whether they won't show you that you put that old bath tub in the third story and connected it up yourself?

Ans. I don't recall it.

Ques. You don't?

Ans. No, sir; I don't.

Ques. Will you see if you can recall that you wanted to buy the old bath tub from the old man?

Ans. I wanted to buy it,—for old copper bath tubs I allow in trade $1.50.

Ques. And he would not sell it to you?

Ans. No.

Ques. Why?

Ans. I don't know.

Ques. Was it not because he wanted to put it in the third story?

Ans. Not that I know of; no, sir.

Ques. That is all.

Re-Direct:

Ques. Have you with you a memorandum from your books of the work you did between February and December, 1904?

Ans. At Mr. Worth's place?

Ques. At the property occupied by Mr. Worth?

Ans. Yes, I have.

Ques. Just turn to that and see if you have any memorandum taken from your books which shows any account of this bath tub during the lifetime of Mr. Dubel?

Judge Wescott: Objected to; I want the books.

The Court: Yes, the objection is a proper one.

Judge Gaskill: I understood him to ask Mr. Whomsley to bring his books or refresh his recollection from the books, and knowing that he had that memorandum I thought he would accept that. Mr. Whomsley you will then get your books and bring them down here to answer any questions about that.

---

FORREST K. CURL sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?
Ans. Burlington.
Ques. And have lived there how many years?
Ans. Nearly 44 years.
Ques. What business are you engaged in?
Ans. Grocer.
Ques. Did you know Firman Dubel in his lifetime?
Ans. Oh, yes.
Ques. Had you any business relations with him?
Ans. I rented under him.
Ques. Were you a tenant of his at the time of his death?
Ans. Yes.
Ques. What did you rent, the place where you lived or the place where you transact business?
Ans. I rented right across from my store as a storehouse.
Ques. That is to say, you rented a property as a storehouse?

Ans. Yes, we rent part of it and keep part of it as a storehouse.

Ques. How long were you a tenant of Mr. Dubel's?

Ans. About 20 years, I guess.

Ques. Did you ever borrow any money from him?

Ans. No, sir.

Ques. Owe him anything on a mortgage or anything of that kind?

Ans. No, sir.

Ques. All that you paid him was in the nature of rent? **10**

Ans. That is all.

Ques. Did you take receipts?

Ans. Yes, sir.

Ques. Who wrote the receipts?

Ans. I did when I was there, and sometimes my clerk.

Ques. Who signed them?

Ans. Firman Dubel.

Ques. What was his practice with reference to reading the receipts?

**20**

(Objected to as immaterial; objection overruled.)

Ans. Well, I don't think he read it half the time; hardly ever read it.

Ques. Did you ever know him to write out any receipt himself?

Ans. No, sir.

Ques. He could write?

Ans. Oh, yes.

Ques. What did he say, if anything, at any time, **30** with reference to writing receipts?

(Objected to as incompetent; question withdrawn.)

Ques. Have you those receipts with you?

Ans. Yes, sir.

Ques. Will you please produce them?

Ans. (Witness did so.)

Ques. These three books?

Ans. Yes, sir; I believe they are all there.

Ques. Which is the first one?

Ans. This is the first one under the name of Curl and Kirk.

Ques. You had a partner at that time in the business?

Ans. Yes, sir.

Ques. This receipt book commences with a receipt dated April 1st, 1887, and the last receipt in the book is one dated the 4th day of March, 1900; are those his signatures to those receipts?

(Objected to as immaterial and incompetent; objection overruled.)

Ans. Yes.

Book offered in evidence and marked "Exhibit D11."

Ques. The next book produced by the witness contains receipts, the first one dated January 4, 1901, and the last one dated December 6, 1902, I ask the witness if these receipts are signed by Firman Dubel?

Ans. Did I look all through that other book?

Ques. You went through it.

Ans. Yes, there is one there signed by Miss Clutch, in one of those books; you will find it in going through it, I don't know which one it is.

Ques. I don't know that we need take time about that. This is the second receipt book; all of the names Firman Dubel signed to the receipts are his signatures?

Ans. Yes, all the signatures.

Offered in evidence and marked "Exhibit D12."

(Objected to as immaterial and incompetent; objection overruled.)

Ques. And that is the third book?

Ans. They are not all signed by Dubel, some are signed by Watts.

Ques. Witness produced a third book of receipts, which has a loose receipt; the first receipt in this book is dated January 5, 1903, and ends with May 1st, 1905; the last receipt that has the name of Firman Dubel signed to it is of the date of December 4, 1904. I ask the witness whether the receipts, including the loose receipt, from the beginning of the book to the one which last contains the name of Firman Dubel are signed by Firman Dubel?

Ans. Yes, sir.

Ques. And the loose receipt—

Ans. That is signed by Firman Dubel.

Offered in evidence and marked "Exhibit D13."

(Same objection; objection overruled.)

Ques. Are you willing to leave these receipts books in the custody of Mr. Watts for use in this case by either side?

Ans. Yes, sir.

Ques. What did you observe about the habits of Mr. Dubel with respect to the use of intoxicating liquors?

Ans. What do you mean, all the time, occasionally, or what?

Ques. Whatever you can tell us.

Ans. I seen he was intoxicated a good deal of his time, and very often when he wrote them receipts.

Ques. (By the Court) When he signed them?

Ans. I mean when he signed his name.

Ques. (Further Direct) How intoxicated was he on

any of these occasions; how far gone under the influence of liquor, can you describe it?

Ans. I don't know how to tell how far a man is gone; he could not walk very straight several times.

Ques. What did he do with the money that you paid him?

(Objected to as immaterial.)

Ans. Put it in his pocket, I don't know what he did with it, after he got out on the street.

(Objection overruled.)

Ques. What did he do with it?

Ans. Put it in his pocket.

Ques. Would he count it?

Ans. Yes, he generally counted it; I generally paid him in good sized bills.

Ques. What was the amount of the monthly payment you made him?

Ans. $15.00.

Ques. Did you notice any increase in his intoxication during the latter part of his life?

Ans. Yes, I think in the latter part he was intoxicated more than he was in the forepart, in my time, I was there for 20 years.

Ques. Which part of the day was it that he was mostly under the influence of liquor?

Ans. In the afternoon generally.

Ques. That is all.

Cross-examination by Judge Wescott:

Ques. Where did you live with respect to Mr. Dubel's house?

Ans. Where did I live, how far from his home?

Ques. With respect to his house?

Ans. I lived on the southwest corner of Union and Stacy, and he is about a couple of houses down Stacy

Ques. What is your business?

Ans. My business is a grocer.

Ques. All through these years?

Ans. Yes, sir.

Ques. Did you attend to it personally?

Ans. I did; I have been on that corner since 1875, and clerked before that.

Ques. Are you there every day?

Ans. Most every day, only when I go away; sometimes I have to go away to attend to business.

Ques. When you don't go away you are attending personally to your business?

Ans. Yes, sir.

Ques. Did Mr. Dubel come in your store often?

Ans. Well, no; not so very often, he was not one of my customers.

Ques. Where did you go to pay him the rent, or did he come after it?

Ans. He came to the store after it.

Ques. He usually counted the money?

Ans. Yes.

Ques. What time of the day did he come after it as a rule?

Ans. Generally in the afternoon.

Ques. Ever in the morning?

Ans. Yes, I was so busy I told him to wait till the afternoon, and then he came in the afternoon.

Ques. He was not so drunk that he didn't know enough not to come after his rent?

Ans. No, I guess not.

Ques. He was not so drunk that he didn't come after his rent?

Ans. Oh, he came after his rent.

Ques. He was not so drunk that you refused to pay him the rent?

Ans. No, never refused to pay him.

Ques. And he was not so drunk that he didn't know what he was getting, and the amount of money he was getting and what he was getting it for, was he?

Ans. No, not every time. Pretty well in for it sometimes.

Ques. You are too much impressed by what you heard on this subject and its importance. Is it not a fact that he knew enough to come after his rent; knew enough to sign the receipt; knew enough to count the money and knew enough about the matter to know that you ought to pay him money; that is correct is it not, or you would not have done it?

Ans. No, I would not have done it.

Ques. You would not pay money to a man so drunk that he did not know what he was doing or could not walk?

Ans. Would not like to.

Ques. That is all.

---

CHARLES P. FARNER sworn for Defendant.

Direct examination by Judge Gaskill:

Ques. Where do you live?

Ans. Burlington, New Jersey.

Ques. How long have you lived in the City of Burlington?

Ans. 63 years, less four years in the army, nearly 63.

Ques. What official position have you held in the City of Burlington?

Ans. I held every office in the City of Burlington ex-

cept Mayor, and have been in the Board of Freeholders twice, Council three times, City Clerk, Assessor, Freeholder.

Ques. What is your business?

Ans. Dealer in real estate, builder and contractor.

Ques. How long have you been engaged in that business?

Ans. 23 years.

Ques. You knew Firman Dubel in his lifetime?

Ans. Ever since he lived in Burlington.

Ques. You know this property on High Street occupied by Mr. Worth?

Ans. I do.

Ques. And the property on Union Street that was occupied by the Salvation Army, connecting with the High Street property in the rear?

Ans. I do.

Ques. In February, 1904, what in your judgment was that property worth in the market?

Ans. I consider the Main Street property worth between eight and nine thousand dollars, and the Salvation Army property worth one thousand dollars.

The Court: I thought the property in question was on High Street.

Judge Gaskill: It is, but also there is a Union Street property.

The Court: But he said the Main Street property was worth so much; I don't understand that.

Ques. What do you mean by Main Street?

Ans. It used to be called Main Street, and most of the old residents use it as Main Street, but the new name is High Street, and Union Street used to be Market, but we call it now Union; it is the same, High or Main.

Ques. Do you know the homestead property where Mr. Dubel lived and died?

Ans. I do.

Ques. And the adjoining property on the northeast corner of Union and Stacy Streets?

Ans. All my life.

Ques. What, in your judgment, were those properties worth in the year 1904?

Ans. Which one?

Ques. Take the homestead.

(Objected to; objection overruled.)

Ans. The homestead with the lots that went with it back to the York Street lot, $3500.

Ques. As fenced in?

Ans. Yes, sir.

Ques. The house with the ground as fenced in?

Ans. Yes, sir; goes in back of a great many residences, back on another square.

Ques. You put the value how much?

Ans. $3500.

Ques. Now, the other property on the corner, the Dingee property?

Ans. Between four and five thousand dollars.

Ques. That is all.

Cross-examination by Judge Wescott:

Ques. How did you determine the value of these properties?

Ans. Taking the ground, when I figure it I take what the ground is worth and what it costs to build the property.

Ques. Do you know what it is assessed at?

Ans. No, we don't go by the assessment of property.

Ques. I just ask if you know; is there any relation

between the market value of real estate in Burlington and the income of it?

Ans. No, sir.

Ques. None at all?

Ans. We never figure it.

Ques. If you were going to invest as a business proposition in that property, how much would you calculate that it would yield to you?

Ans. I never figure that way on the rent, except to give it to somebody else to show the income at five or six per cent. net.

Ques. You expect to get five or six per cent. net?

Ans. Yes, sir.

Ques. That would then indicate to you its market value?

Ans. That depends how you buy the property and how you mortgage it.

Ques. That would indicate its market value to you?

Ans. Not altogether.

Ques. As a business proposition?

Ans. No, sir.

Ques. Suppose it was a property that would not yield, if you paid $8,000 for it as a business property, suppose it didn't yield you more than one or two per cent?

Ans. It would yield me more than one or two per cent.

Ques. How?

Ans. I would borrow five or six thousand dollars on it and I would have only $2,000 in it and let the other man carry the bag, and our investment would pay about eight or ten per cent. on the property.

Ques. How much rent would it pay?

Ans. $50.00.

Ques. How much would that be?

Ans. Eight or nine per cent.

Ques. At $50.00 per month that is correct?

Ans. Yes, sir; if you will let me explain it.

Ques. Take up your pencil.

Ans. I will tell you, I borrow $6,000 on that property at 5%, that is $300, taxes and all would not be over another hundred dollars, I would have $200 left on an investment of $2,000, which would be 10%. As a rule real estate men borrow all we can, we borrow just as close as we can; as a rule, builders can borrow 70%, which would be a better investment than a man building a single house at 80%.

Ques. What would be the percentage of yield from that property if it brought $40.00, and cost $8,000 to buy?

Ans. I said it was worth that, but what it is worth and what it will bring are two different things. I made an offer for that property to pay me 15%.

Ques. Just answer the question.

Ans. At $40.00 per month?

Ans. Yes, suppose you paid $8,000 for the property and you got only $40.00?

Ans. I would not get over three or four per cent.

Ques. Would you get that much?

Ans. Yes, I guess I would; I don't know what the taxes are, I guess not more than a hundred dollars, I could borrow $5,000 on that property at 5%.

Ques. Are you sure you would get that?

Ans. Certainly I know what I could do; I could rent that property for $600, when I tried to buy it before Mr. Worth ever came to Burlington.

Judge Wescott: I move to strike that out.

The Court: It was not responsive to any question, it may be stricken out.

(The witness then left the stand and was recalled for further cross-examination as follows:)

Ques. In 1904, were you inside of this property, inside of the house?

Ans. No, sir.
Ques. That is all.
Ans. The house was better—
Ques. Oh, now; that is all.

Re-Direct:

Ques. What was that question, I didn't hear it?
Ans. The question was asked me whether I was inside of the house in 1904; I said no, but I said it was better in 1904 than it was before that. It has been repaired. I saw men repairing it before Mr. Worth moved.

By Judge Wescott:

Ques. How many offices have you held?
Ans. Every office in the City of Burlington; three times in Council and twice Freeholder.
Ques. That is all.

---

ERNEST WATTS sworn for the Defendant.

Direct examination by Judge Gaskill:

Ques. You are the defendant in this case?
Ans. Yes, sir.
Ques. The executor under the will of Firman Dubel, deceased?
Ans. Yes, sir.
Ques. When was the first time that you ever met Mr. Worth, the complainant in this suit?

Judge Wescott: Objected to as incompetent. I don't see how the executor can testify to such matters.

The Court: I recall no disqualification except as to the statements made to the deceased and transacted with him. Is there any disqualification to the defendant's testifying on other points?

Judge Wescott: Perhaps there is not.

Judge Gaskill: My purpose is not to examine him with respect to any transaction of conversation with Firman Dubel, but I will limit his testimony to transactions with the complainant.

Ans. I first met Mr. Worth in the later part of May or forepart of June, 1902, when he came to my office and inquired of me if I had the renting of the property at 303 and 305 High Street, Burlington, N. J.

Ques. Go on and give us the whole of the conversation, what did you reply?

Ans. I replied to him that I didn't have the renting of the property and sent him to Mr. Dubel, as I remember.

Ques. Did you have any further conversation with respect to the matter?

Ans. Yes, he was in there several times in regard to the matter, and finally a lease was prepared by me, Mr. Dubel and Mr. Worth having agreed upon the terms, which is the present lease which has been offered in evidence in this case.

Ques. What, if anything, did Mr. Worth say to you on these occasions, or any of them, with respect to his practice in dealing with real estate?

(Objected to as immaterial.)

The Court: It may be relevant and may have a bearing, I will admit it.

Ans. At the time of the preparation of the lease he re-

marked to me that he never had any transaction regarding real estate without the assistance of an attorney.

Ques. (By the Court) Was this in 1902?

Ans. Yes, sir.

Ques. That the lease was prepared?

Ans. Yes, sir.

Judge Gaskill: The lease was prepared at that time; in other words Mr. Worth had been in the property about two years before this purported agreement came up.

Ques. After Mr. Worth had taken possession of the property, did you have any talk with him or did he come to you with respect to the rent?

Ans. I didn't collect the rent for this property as agent of Mr. Dubel.

Judge Wescott: Objected to as not responsive; here is a party to the action.

The Court: I think the objection is proper, let the answer be responsive.

Ans. In the latter part of May or fore part of June, in the year 1904, Mr. Worth came to my office and stated to me that his financial condition was such that he could not afford to pay the rent which he was then paying under the lease.

The Court: This was what time?

Judge Wescott: The early part of May or the latter part of June, 1904.

Ques. After the making of that statement to you, did he make any request of you

Ans. He said to me that he knew that I had more influence with Mr. Dubel than he did, and that if I would induce Mr. Dubel to reduce his rent to $35.00, he would see that I was properly compensated for my services.

Ques. How do you fix this time, Mr. Watts?

Ans. I am positive about the time because Mr. Dubel in my acquaintance with him had but one long illness, or one illness, which kept him in his house for any length of time, except his last illness, and that illness commenced in March, or about that time, 1904, and continued up until July, and I remember distinctly that after Mr. Worth came to see me, I went to the house to see Mr. Dubel, and that he was then just commencing to mend after his long illness.

Ques. At or about the time of the death of Mr. Dubel, or shortly before, did you see Mr. Worth at Mr. Dubel's house?

Ans. Yes, I frequently went to the house to see Mr. Dubel, see how he was—

Judge Wescott: Won't you please answer the question?

Ans. I answer yes.

Ques. How many times did you see him there?

Ans. I saw Mr. Worth there at least twice within a few days previous to Mr. Dubel's decease.

Ques. Did Mr. Worth on either of those occasions say anything to you about his having an agreement for the purchase of any property of Mr. Dubel?

(Objected to as immaterial.)

The Court: I do not see that it can have very much weight, but I will admit it.

Ans. He did not.

Ques. When was it that Mr. Worth first spoke to you

about his having any agreement or agreements with Mr. Dubel for the purchase of property?

Ans. On the day after Mr. Dubel died.

Ques. Give us that conversation; what Mr. Worth said.

Ans. Mr. Worth came to my office in the morning of that day and said that he was in trouble and asked me if I would help him out. I asked him what trouble he was in, and he said he had purchased some property of Mr. Dubel, stating which properties, and that he hadn't go his deeds yet, and that Mr. Dubel had died before giving him the deeds, and that that was his trouble.

Ques. Did he in any way seek to enlist your services; if so, what did he say in that connection?

Ans. I told him that I was the executor of the estate and I could not assist him in any matter of that kind; I asked him to produce the writings, and at a later date he did so. He called on me on several occasions after that—

(Objected to as not responsive.)

Ques. Did he on any other occasion after the day immediately following Mr. Dubel's death, call upon you with respect to this matter, and if so, what did he say on any of those occasions?

Ans. He came there several times to my office and endeavored to enlist my services; the last time he came, he came in the office, the outer office, my clerk was sitting there with me; he asked to see me privately. I took him in the private office, and then he said to me that he could see no reason why I should not help him out in this matter, and that he would not say anything about compensation at that time, but after it was all over and he had the property he would see that I was properly paid for my services, which I answered that I could not assist him.

Ques. Mr. Watts, did you see the receipts that Mr.

Worth had purporting to be receipts for payments on account of these agreements to purchase?

Ans. Mr. Worth showed them to me in my office, a short time after Mr. Dubel's death.

Ques. I hand you "Exhibits C3, C4, C5, C6, C7, C8 and C9," and ask you if those are the receipts that he showed you?

Ans. I recognize all the receipts excepting "Exhibit C7" and "Exhibit C8," by the fact that they are written upon Mr. Worth's letterhead; all the receipts which Mr. Worth produced to me at that time were written upon his printed letterhead, and those receipts I note have the top taken off so that I can't identify them for that reason.

Ques. So that if "Exhibits C7 and C8," were two of the receipts shown you at that time, are they or not now in the condition they were when they were shown you?

Ans. They are not, the tops have been removed, the printed part.

Ques. That is all.

Cross-examination by Judge Wescott:

Ques. Did you take copies of these receipts?

Ans. No, sir.

Ques. You did not?

Ans. No, I did not; I took copies of those two which contained the agreement of sale and the memorandum of the others.

Ques. Didn't you take copies of all of them in Mr. Worth's presence?

Ans. I told you what I did just now.

Ques. I ask you if you didn't take copies of all of them in Mr. Worth's presence?

Ans. No, not all.

Ques. Did you take a memorandum of them?

Ans. Yes, I told you that.

Ques. Where is that?

Ans. I am not sure whether I have it with me; if I haven't it with me I have it in my safe at home.

Ques. When did you take that, the first time Mr. Worth called or the last time or some other time?

Ans. Neither one; some other time.

Ques. What was that some other time?

Ans. I can't tell you now; I am not sure that I have the date when I took the copies or memoranda.

Ques. Won't the memoranda show when you took them?

Ans. I am not clear that I made the date on them, but I will produce the memoranda.

Ques. Do you remember going to Mr. Worth and wanting to buy him out?

Ans. I recall upon one occasion there was a gentleman from Trenton, his name I can't now recall, came to my office and said he understood that I represented the man who owned that property there, that he was looking for such a property to keep a grocery store in, and asked me if I would see Mr. Worth and see what he would sell out for so that he could get possession. I suppose, that is the occasion he refers to. I recall now that man's name was Lehman.

Ques. When was it you went to Mr. Worth to try to buy him out?

Ans. I could not say, but I do recall this, that it was after he had been there more than a year and before his lease expired.

Ques. Did anybody go with you?

Ans. I think not.

Ques. What offer, what proposition did you make to Mr. Worth?

Ans. I haven't an idea what proposition.

Ques. Have you any idea of what Mr. Worth said to you?

Ans. I have not.

Ques. Your mind is blank on that interview?

Ans. On just what the conversation was, yes.

Ques. Didn't Mr. Worth on that occasion tell you that he had an interest in this property?

Ans. He did not.

Ques. You remember that?

Ans. I certainly do.

Ques. But you don't remember what he said or what you said?

Ans. I told you what I remembered.

Ques. Didn't he tell you then that he had more than a rental interest in this property and for that reason he could not sell out?

Ans. He certainly did not.

Ques. You were Dubel's legal representative, as I understand, Mr. Watts?

Ans. Yes, that is right.

Ques. And did considerable work for him?

Ans. Yes.

Ques. Collected rents for him sometimes?

Ans. No, only on three properties situated in East Trenton.

Ques. Did you have occasion to know that Mr. Dubel was unwilling for you to deal with Mr. Worth?

Ans. No, I never knew of any such thing.

Ques. What properties did you collect rents for?

Ans. Well, various times I collected rents for various properties, I never had—

Ques. Did you collect rent from the Dingee property?

Ans. For a time, a short time.

Ques. What time did you collect from the Dingee property?

Ans. I think during the last year or so of Mr. Dubel's life.

Ques. Didn't you collect in the years 1903 and four?

Ans. I think not, but I can tell you by reference to my book.

Ques. Do you know why Mr. Dubel collected the rent?

Ans. I will correct that, you asked me for the years 1903 and four?

Ques. Yes.

Ans. I said I collected during the last year or two of Mr. Dubel's life, they were the years 1903 and four.

Ques. Do you know why Mr. Dubel collected and didn't permit you to collect the rent from Mr. Worth; why he collected it himself?

Ans. Mr. Dubel—I was never the agent for Mr. Dubel for the purpose of collecting his rents, and never did collect his rents except where there was some special circumstance, as where the tenants were delinquent.

Ques. I ask you whether you know why Mr. Dubel didn't put the collection of the rents of Mr. Worth in your hands?

Judge Gaskill: I think that is answered when he says that he was not the agent to collect rents, and didn't collect any except where tenants were in arrears or there was some special reason.

The Court: I think he may answer.

Ans. Yes, because it was provided that the rent paid by Worth should be paid in advance, and there was no necessity for it.

Ques. That is the reason he didn't do it?

Ans. Yes, sir.

Ques. When was it Mr. Worth came to you and said he could not afford to pay $40.00?

Ans. That was in the latter part of May or forepart of June.

Ques. Of what year?

Ans. 1904.

Ques. After Mr. Dubel's death?

Ans. No, it was not after Mr. Dubel's death.

Ques. When did he die?

Judge Gaskill: December, 1904.

Ques. Then it was before Mr. Dubel's death?

Ans. Yes.

Ques. Do you know why Mr. Worth came to you with that sort of a statement when he was dealing exclusively with Mr. Dubel?

Ans. I know only the reason Mr. Worth stated to me at the time.

10 Ques. What was the reason he stated to you?

Ans. He said he knew I would have more influence with Mr. Dubel than he would have.

Ques. As a matter of fact didn't he know that you had no influence with Mr. Dubel with reference to that property, and Mr. Dubel didn't want you to have anything to do with it?

Judge Wescott: Objected to as incompetent, asking him about knowledge of what another man knew.

20

The Court: I think he may answer.

Ans. I would know that he didn't know if from his statement to me.

Ques. And this lease, as I recollect, provided for the forepart of the term the payment of $40.00 per month, didn't it; and afterward an increase to $45.00 per month?

Ans. That is right.

30 Ques. Do you know how that increase happened to be made?

Ans. It was one of the terms of the lease—I beg your pardon, I don't understand your question I guess.

Ques. I ask you if you know how it happened that he provided that the rent should be increased from $40.00 to $45.00 per month?

Ans. Yes, I remember that in the conversation that

took place in regard to drawing the lease; Mr. Worth stated that he was unable to pay $45.00, which was then considered a low rent for the property, and that he said if he could start there by paying $40.00 the first year, he would be willing to increase to $45.00 after the first year.

Ques. That is the way it happened to be made?

Ans. Yes.

Ques. He paid the rent, didn't he?

Ans. He told me he did.

Ques. Don't you know that he paid the rent?

Ans. I do not.

Ques. I understood you to say that Mr. Worth came to you a day or two after Mr. Dubel's death and said he was in trouble?

Ans. Yes, sir.

Ques. Was it the next day?

Ans. I said the next day; yes, sir.

Ques. The next day after his death?

Ans. Yes, sir.

Ques. And brought these papers then?

Ans. No, sir.

Ques. He stated to you what his trouble was?

Ans. Yes, sir.

Ques. And wanted to employ you to help him out?

Ans. Yes, sir.

Ques. And you told him you could not because you were the executor?

Ans. Yes, sir.

Ques. And that was the whole of it?

Ans. The whole of what?

Ques. The whole of the conversation?

Ans. Generally speaking, yes.

Ques. He told you then on that occasion, didn't he, that he had bought these properties of Mr. Dubel?

Ans. Yes, sir.

Ques. And told you what had happened between him and Mr. Dubel?

Ans. I think I don't understand that question.

Ques. Didn't he tell you the whole story as to how he happened to buy this property, what brought it about?

Ans. No, sir.

Ques. Didn't you ask him?

Ans. I asked him some questions about it.

Ques. Didn't he answer you fully and tell you just how it was that he happened to buy these properties?

Ans. No, sir.

Ques. What Mr. Dubel said to him?

Ans. No, sir.

Ques. And what he said to Mr. Dubel?

Ans. No, sir.

Ques. Hadn't you curiosity enough to inquire into that matter then?

Ans. It impressed me from the start as a fraud.

Ques. Precisely, therefore, hadn't you curiosity enough to inquire fully into it and see what Mr. Worth had to say?

Ans. No, I don't know that I showed much curiosity about it—you refer to this interview?

Ques. I refer to the first interview that he came to you and told you he bought these properties and wanted you to help him?

Ans. I asked him if he would produce the papers, if he had them with him.

Ques. How soon afterwards did he produce the papers?

Ans. I asked him to produce the papers at this first interview; he said he hadn't them with him, that he would produce them later, and I waited till he produced them.

Ques. How soon afterwards did he produce them?

Ans. It was but a few days, I could not say exactly.

Ques. Was it not immediately afterwards, the next day?

Ans. It possibly might have been, but I think not.

Ques. He handed you the papers, didn't he?

Ans. Yes.

Ques. Didn't you then inquire into the matter,—you thought it was a fraud,—didn't you inquire into it then?

Ans. No, I did not ask him anything about the circumstances concerning the execution of the papers.

Ques. And he didn't tell you the whole thing from beginning to end?

Ans. No, he did not.

Ques. When he brought the papers to you and showed them to you at your request, what conversation did you have?

Ans. We had very little conversation; my position with Mr. Worth was this—

Ques. I don't care about that; I want to know about the conversation.

Ans. We had very little conversation.

Ques. You asked him no questions and he made no statements that you can recall?

Ans. I asked him no questions regarding the history of the transaction.

Ques. Did you ask him any questions about the papers at all?

Ans. I don't recall that I did, if you remind me I might recall some.

Ques. Did you make copies?

Ans. I made a lead pencil copy of the two receipts which contained the agreement of sale, and a memorandum copy of the other receipts.

Ques. And you recall that two of the papers had or did not have the tops torn off?

Ques. What I recollect is that all the papers he produced to me were on his printed letter heads.

Ques. No one had the top torn off?

Ans. No.

Ques. You have since testified to the fact that two of them did have the top torn off?

Ans. As they were produced to me here.

Ques. And I suppose that is an additional circumstance that convinces you that there is fraud in the thing?

Ans. I don't know about that.

Ques. (By the Court) Didn't you make a memorandum at that time, of the amount of cash that had been paid on account of the purchase price as shown by the several receipts?

Ans. Yes, sir.

Ques. Have you that memoranda?

Ans. I have it, but I think it is not with me here, I will bring it down.

Ques. (Further Cross) Do these exhibits correspond with what you copied off at the time?

Ans. I believe they do.

Ques. (By the Court) That is, the total amount on your memoranda taken at that time corresponds to the total amount of cash that these receipts show now as produced here in Court, to have been paid?

Ans. Yes, sir; I believe that is correct.

Ques. (Further Cross) Now, if I understand you, you say that Mr. Worth wanted to use your influence with Mr. Dubel to get a reduction on the rent?

Ans. That is what he said.

Ques. Well, as a matter of fact, you know Mr. Worth did get a reduction on the rent, don't you?

Ans. Yes, I do.

Ques. He did get a reduction, and he got that reduction without your influence?

Ans. He stated at the time—

Ques. No, he got that without your influence?

Ans. Yes.

Ques. That was when, that was before 1904?

Ans. It was before he came to me—

Ques. Before 1904?

Ans. Yes, sir.

Ques. Now, when Mr. Worth came to you the second

time and brought you these papers at your request, I understood you to say that he came to you several times after that?

Ans. Yes, I believe he did.

Ques. Do you know whether Mr. Worth knew when he came to you or before he came to you, that you were counsel for the estate?

Ans. I do not.

Ques. Well, you apprised him of the fact the first time he came? 10

Ans. Yes, sir.

Ques. And told him you could not represent him?

Ans. Yes, sir.

Ques. And the second time he brought these papers?

Ans. Yes, sir.

Ques. Now, I understand that repeatedly he came to you afterwards?

Ans. I didn't say repeatedly.

Ques. He came to you a number of times?

Ans. Yes, sir. 20

Ques. And always wanted you to represent him?

Ans. He came once or twice after that and wanted me to represent him.

Ques. And the last time he even hinted that if he succeeded in getting these properties he would pay you for your services?

Ans. Yes, sir; he didn't hint it, he said it.

Ques. Had he suggested such a thing before?

Ans. I don't recall that.

Ques. When he said that he would pay you for perpe- 30 trating a fraud upon the estate, what did you say to him?

Ans. I said that I represented the estate and I could not represent him.

Ques. You didn't kick him out of your office?

Ans. No, I ought to have done it, I suppose.

Ques. Did you tell Worth at any time that you thought this was a fraud?

Ans. No, I think not.

Ques. Why didn't you?

Ans. Well, the man came to me and asked me to represent him, and I didn't feel like insulting him to his face.

Ques. Although he had insulted you by asking you to do an unlawful and unrighteous thing?

Ans. Because he insulted me does not say that I had to insult him back.

Ques. Did Worth tell you at any of these interviews that he had perpetrated a fraud on this old gentleman, and wanted you to help him execute it?

Ans. Oh, no.

Ques. Or carry it to success?

Ans. He did not.

Ques. He didn't tell you that?

Ans. No, sir.

Ques. Do you mean to say that at none of these interviews that you had these papers in your hands, when you were satisfied this was a fraud, that you didn't take the trouble to ask Mr. Worth anything at all about it?

Ans. I refrained from doing any more than merely taking this memoranda and copy, because I knew I was the executor of the estate and could not represent him, and I didn't want to draw from him evidence that I might use against him, I didn't think that would be fair; he had applied to me to represent him.

Ques. That was your motive for not inquiring into the matter?

Ans. Yes, sir.

Ques. Didn't you ask him when you looked at that first receipt, didn't you say to Mr. Worth then, when you looked at that receipt where he paid $2500, "Why, Mr. Worth, you hadn't such an amount of money in your possession; you are a poor man, do you expect me to believe that you ever paid Mr. Dubel that amount of money?

Ans. Never said any such thing to him.

Ques. Did you have it in your mind?

Ans. I don't recall that I did.

Ques. When he showed you these various receipts where he had paid so much money, didn't you express any astonishment at Mr. Worth's ability to procure so much money when he was so poor?

Ans. No, I think I did not express any, but I felt it.

Ques. You had it in your mind?

Ans. Yes, sir.

Ques. That is all.

Re-Direct:

Ques. You said that the best statement that you could give as to the time when you went to Mr. Worth on behalf of this Trenton man who wanted to procure the store, was during the time fixed in the lease; I notice that the lease is dated the 10th day of June, 1902 and is for the term of one year at $40.00 per month, with the privilege of renewal for two years instead of one, upon certain notice being give, and for $45.00 per month the second year; was it during the first year of this lease or during the second year of the lease that you went to Mr. Worth for this Trenton man?

Ans. It was during the second year as I remember, possibly the third, but not the first.

Ques. But it was before Mr. Dubel's death?

Ans. Yes, sir.

Ques. And before you had any knowledge of these papers which Mr. Worth afterwards showed you?

Ans. Oh, yes.

Ques. That is all. (The witness left the stand and was asked to return, and further examined by Judge Gaskill, as follows):

Ques. How long had you known Firman Dubel?

Ans. Fifteen or twenty years before his death.

Ques. How long had you been practicing law before his death?

Ans. About ten years.

Ques. How much of that time had you represented him as his legal adviser?

Ans. About nine years.

Ques. Now, will you tell the court what you know from your intercourse with Mr. Dubel as to his illiteracy or his ability to read and write?

The Court: It is understood that is not objected to?

Judge Wescott: No, I don't object.

Ans. He was a man without any education. He had a little experience in matters of business and knew a little about it, and he could read some and could write to some extent, although he seldom did write beyond signing his name.

Re-Cross by Judge Wescott:

Ques. Didn't you ever see him read?

Ans. Oh, yes.

Ques. What did you see him read?

Ans. I don't recall any particular thing just now.

Ques. You have seen him read a good many times, haven't you?

Ans. Well, I can't say that I have; there have been a good many occasions when I have presented things to him to read, but it was his uniform habit to say to me, "If you say it is all right, it is all right."

Ques. Did you see him read the newspapers?

Ans. I don't recall that I ever saw him read the newspapers.

Ques. Haven't you gone into the hotel where he has been and seen him read the newspapers?

Ans. No, I have no recollection of ever having seen him read the newspapers.

Ques. As I understood you in your chief examination, you made this lease contract with Mr. Worth himself?

Ans. They arranged the details and I drew it up.

Ques. And he told you what to put in it?

Ans. I think they both came in.

Ques. Did Mr. Worth do all the talking and Mr. Dubel none, or did Mr. Dubel have something to say about it?

Ans. I think they had conversation back and forth about it.

Ques. Mr. Dubel participated in it?

Ans. My recollection is, I asked them how long they wanted it for and what the rent was to be, and the necessary questions.

Ques. He was a man able to take care of himself.

Ans. That is a question I can't say that I understand very well.

Ques. He was able to deal with you all right

Ans. Yes, he was sane, if that's what you mean.

Ques. You knew that no one took advantage of his helplessness, do you not, excepting Mr. Worth, of course; never had any lawsuits

Ans. I know of one or two instances where people were accused of having gotten receipts from him for money that they didn't pay, but I know nothing about the truth of the thing.

Ques. Can you remember what those cases were?

Ans. I recall that there was one instance—

Ques. Who was the person taken advantage of?

Ans. I am going to tell you.

Ques. All right.

Ans. I recall there was one instance where a man named John Vansciver, owning property in Burlington, and Mr. Dubel had a mortgage on this property and he placed it in my hands for foreclosure, and alleged that

there were large arrears of interest upon it, and when the bill was filed a restraining order was obtained by Howard Flanders in behalf of Mr. Vansciver, alleging that he had paid certain moneys upon account, which it was alleged upon the other side he had not paid, although he did produce to Mr. Flanders, receipts apparently signed by Mr. Dubel for these moneys.

Ques. That turned out all right; it turned out to be an honest transaction?

Ans. No, it did not, Mr. Dubel said, I don't know whether that is competent.

Judge Gaskill: I don't want him to repeat any conversation of Mr. Dubel's.

Ques. Very well, the thing I want to ask you about now is whether these exhibits that were shown you this morning, together with the rent book, have been in your hands, whether I gave them to you?

Ans. No, you didn't give them to me.

Ques. They have been in your hands?

Ans. Yes, sir.

Ques. How long have you had control of them?

Ans. I have had control of them since a short time after the last hearing.

Ques. Up until to-day?

Ans. Yes, sir.

Ques. That is all.

Judge Gaskill: Dr. Cassady is a very important witness to fix a date; he was sick at the last hearing and is still ill, and is in the hospital at Baltimore. By his books I can fix the fact that Mr. Dubel was confined to his house by illness from March, 1904, to the early part of July of that year. Can you admit that if Dr. Cassady was here with his books that he would testify to that?

The Court: Are there any receipts signed during that period?

Judge Gaskill: Yes, it is an important period.

Judge Wescott: What do you want to prove?

Judge Gaskill: If Dr. Cassady was here with his books he would testify that Mr. Dubel was confined to his house by illness from March, 1904, to July.

Judge Wescott: That is not true and we won't admit it.

---

WILLIAM H. FIELDS recalled for the Defendant.

Direct examination by Judge Gaskill:

Ques. You have already testified that you were an attendant and caretaker of Mr. Dubel during the latter part of his lifetime?

Ans. Yes, sir; I took care of him.

Ques. Do you remember his being ill prior to the last illness during which he died?

Ans. Yes, sir; the winter before he died.

Ques. How long a time was he ill then?

Ans. About eight weeks, something like that, eight or twelve weeks.

Ques. Was he or not confined to his house?

Ans. Yes, sir; for eight weeks he was confined to his house; Dr. Cassady attended him.

Ques. Were you taking care of him during that time?

Ans. Yes, sir.

Ques. Can you fix the time at all of that illness?

Ans. No, sir; I could not exactly. It was before he got about, it was in the spring. We were putting truck

out in the lot, it was along in March. It was after March before he could sit up by the window and see me put out onions and things like that.

Ques. Do you know whether he was able to go out of the house before the Fourth of July that year?

Ans. Yes, sir; he was before the Fourth.

Ques. How long before the Fourth, if you recollect?

Ans. I could not say about that.

Ques. Was it a long or short period before?

Ans. Well, I suppose it was not much before.

Ques. Not much before the Fourth of July, 1904, the year he died?

Ans. No—the winter before he died.

Ques. It was the Fourth of July before he died?

Ans. It was the Fourth of July before he died.

Ques. Yes.

Ans. Yes, certainly.

Ques. That is all.

Cross-examination by Judge Wescott:

Ques. What was the matter with him?

Ans. Rheumatism.

Ques. Where did he have rheumatism?

Ans. In his leg.

Ques. Which leg?

Ans. Both.

Ques. Where did you live at that time?

Ans. I lived about the fourth door from him on Stacy Street.

Ques. What did you do at that time?

Ans. I took care of the garden and things: I took care of him while he was sick, I planted the lot and garden.

Ques. Was that all you did?

Ans. That was enough to do.

Ques. Was that all you did?

Ans. Certainly that was all I done.

Ques. Don't get mad.

Ans. Certainly I don't get mad, but that was all I done, I could not do any more; it took all the time to take care of that.

Ques. What do you do now?

Ans. Work around, carry the hod, work on the farm.

Ques. Where do you live?

Ans. Same old place, Stacy Street; I have lived there for 13 years, very close to the old man or his home.

Ques. When do you begin to plant your garden? 10

Ans. In March.

Ques. What time in March?

Ans. Somewhere along about the 10th.

Ques. And the old gentleman would sit at the window and look at you?

Ans. Not the first start he didn't, but in the last of March he did.

Ques. How would he get from his bed to the window?

Ans. We helped him there, me and Mrs. Clutch.

Ques. You would help him to the window and then go 20 out and work in the garden?

Ans. Yes, sir; put him in a chair, had an arm-chair that he sat in, I got it in the house now.

Ques. How long did he sit there?

Ans. The biggest part of the forenoon.

Ques. Then you would go back and put him back in bed?

Ans. I would help him to his meal, either Mrs. Clutch or me, he could not go himself alone.

Ques. In the afternoon what did he do? 30

Ans. He would take a nap, lay down and take a nap.

Ques. And after his nap was over, then what?

Ans. Mrs. Clutch would help him out of bed; he laid down with his clothes on.

Ques. Whether you were there or not?

Ans. Yes, sir; and then he sat in a chair and smoked his cigar.

Ques. He was not drunk during that time?

Ans. I don't know; he was pretty well harnessed sometimes.

Ques. And this daily process kept up for how long?

Ans. For over eight weeks.

Ques. His sitting at the window and watching you work in the garden?

Ans. I was not working in the garden all the time, only March; in through the winter he could not get around at all, only as we moved him.

Ques. How long was he thus immovable?

Ans. Eight weeks he could not move himself around at all unless somebody helped him, then he got so that he could travel with a cane, but he could not get downstairs alone unless somebody helped him.

Ques. How long was he confined to the house besides these eight weeks?

Ans. Somewhere along—

Ques. The Fourth of July?

Ans. Yes, sir; somewhere close to that.

Ques. When did you first hear that?

Ans. Hear what?

Ques. That he was confined to the house up to about the Fourth of July?

Ans. I was there all the time, that is when I found it out; I was there 13 straight years, every night and morning, didn't miss either.

Ques. Was he ever sick any other time?

Ans. He would be a little sick, from drinking some of this old rum.

Ques. Was he ever sick any other time?

Ans. No.

Ques. When he was confined to his house?

Ans. No.

Ques. That is the only sickness he ever had?

Ans. That is about all, he was taken the winter before

he died, that was his main sickness, Dr. Cassady attended him.

Ques. I suppose you were talked to about this before you went on the witness stand?

Ans. About what?

Ques. About when the old man got sick and how long he remained sick?

Ans. No, I was not talked to about it, only what I say in talking to you.

Ques. Did nobody call on him during that long tedious spell of sickness?

Ans. Some of his friends.

Ques. Who were they?

Ans. Mr. Dubel over there was in several times.

Ques. Who else?

Ans. Some of the neighbors.

Ques. Who were they?

Ans. Mr. Watts was there once or twice.

Ques. Who else?

Ans. I could not tell you exactly who was there, because I was not in the house all the time; some of his folks and relations.

Ques. That is all.

Judge Gaskill: There is one matter within the knowledge of this witness that I was not aware of. It is not re-direct, it is original examination; may I ask it?

The Court: I suppose so, call him as your witness.

Further Direct examination by Judge Gaskill:

Ques. Do you remember Mr. Worth coming to Mr. Dubel's shortly after renting the store, and trying to borrow some money of him?

Ans. Yes, sir; I do.

Ques. Where?

Ans. Right in the store.

Ques. You were there?

Ans. Yes, as close as I am to that man.

Ques. What was it Mr. Worth said?

Ans. He asked him if he could not let him have some money to help him out, and Mr. Dubel said, "No, I can't."

Ques. What did he say?

Ans. Asked him for money, and Uncle Firman said no, he could not let him have it, and Mr. Worth knows it, too.

Further Cross by Judge Wescott:

Ques. When did that occur?

Ans. About three days after he moved; his goods were not away from the station.

Ques. Three days after Mr. Worth moved into the house?

Ans. I said his goods were not there; they were repairing the store.

Ques. Was it a few days after he moved into the house?

Ans. I guess it was the second or third day, he asked the old man for money.

Ques. Where was the old man?

Ans. In the store, the carpenters were putting up shelves.

Ques. What time of the day was it?

Ans. I could not say the time, it was in the afternoon.

Ques. About what time in the afternoon?

Ans. I judge somewhere along between two and three o'clock.

Ques. Who was there besides you and Mr. Dubel?

Ans. The carpenter was there and the men who were doing work there, repairing the store.

Ques. Fixing the store for Mr. Worth to go in?

Ans. Fixing it up; his goods, part were there and part were at the station.

Ques. What was Mr. Dubel doing?

Ans. He was in there seeing to his work, attending to his business.

Ques. He was watching the carpenters?

Ans. Certainly.

Ques. What was Mr. Worth doing.

Ans. He was walking around, that is all, putting his goods and things in place, I suppose.

Ques. You suppose?

Ans. Attending to his goods, I suppose.

Ques. Had Mr. Worth gone to the depot after any goods?

Ans. No, sir; not as I know of.

Ques. What was Mr. Dubel doing at the time Mr. Worth asked him this question?

Ans. Standing leaning on his cane.

Ques. What was Mr. Worth doing?

Ans. Standing talking to him; I was standing as close to him as that man there.

Ques. What was he saying?

Ans. He asked him if he could not let him have some money.

Ques. Outside of that what was he saying?

Ans. I could not say, outside of that they were talking, they stood there and he asked him for some money.

Ques. Were they talking loud enough to be heard?

Ans. Certainly, you could hear.

Ques. You can't remember what was said?

Ans. I told you what was said.

Ques. What was said?

Ans. He asked Uncle Firman if he could not let him have some money, and Uncle Firman said, "No, for I ain't got it."

Ques. What else was said?

Ans. That was all that was said.

Ques. What else was said?

Ans. That is all that was said.

Ques. Is that all you can remember of the conversation?

Ans. Yes, sir.

Ques. So Mr. Worth hauled right off without apparent provocation and asked Mr. Dubel to let him have the money?

Ans. Yes, sir; didn't ask what amount or anything; Mr. Dubel said no, he didn't have it.

Ques. Did Mr. Worth say why he wanted to borrow money?

Ans. No, he didn't say, and Mr. Dubel said he didn't have it, and Mr. Worth knows it.

Ques. Did he say he knows it?

Ans. I don't know that he said that.

Ques. Mr. Dubel said what?

Ans. He said he hadn't any.

Ques. Then what did Mr. Worth say?

Ans. Didn't say anything; what chance had he to say anything, a man comes and tells you he hasn't the money, you are done.

Ques. I don't know, that depends upon circumstances.

Ans. I have been there, that is right.

Ques. What did Mr. Worth do then?

Ans. He done the best he could, same as the rest of the poor people.

Ques. What did Mr. Worth do?

Ans. Uncle Firman walked out after a little bit, that was all that was said.

Ques. They didn't converse any further?

Ans. No, sir.

Ques. What did Mr. Worth do?

Ans. I don't know what he did, the best he could.

Ques. What was that?

Ans. Same as the rest, do the best you can when you are in poor circumstances.

Ques. After Mr. Dubel told him he had no money?

Ans. I don't know what he did after that.

Ques. You didn't see what became of him?

Ans. No, I don't know where he fetched up.

Ques. You carried that in your mind ever since?

Ans. Yes, sir; I carry things in my mind; I can remember things since I was nine years old.

Ques. When did you first disclose these interesting circumstances, when did you first give them publication?

Ans. I have known it all the time, you must think I am a dummie; I know what honesty is, and that is more than some of the rest.

Ques. Particularly Mr. Worth?

Ans. Well, I don't know, I got nothing to say against him and nothing for him.

Ques. That is all.

Ans. I am a man, whatever I mean I speak, and I speak out right and straight, as straight as I know.

Ques. Just one word, now don't you know that you owe Mr. Worth for a pair of shoes?

Ans. No, I do not; his shoes are so damned poor that they would not last at all.

Ques. That is all.

Ans. Never bought but one pair of shoes, and never got so badly stuck in my life.

Ques. That is all.

Judge Gaskill: One of our witnesses will get down here on the next train, his testimony is very brief; he testifies to only one circumstance. Then with the exception of the testimony of Dr. Cassady, if we determine that it is of sufficient importance to warrant our taking out a commission or arranging to take it de bene esse by agreement, we are ready to rest.

Judge Wescott: I would like to say, I got the impression, I am not absolutely sure, but I understood from

Judge Gaskill that he would occupy the day with his testimony. Of course, I can occupy a portion of the afternoon, I have some testimony here, but I didn't subpoena my witnesses for to-day, they were called for to-morrow.

Judge Gaskill: If you can finish in a day, I would be perfectly willing to let the matter lie over until to-morrow.

Judge Wescott: No, I don't ask that, we will go on.

The Court: The question is whether Judge Wescott will consent that the defence rest tentatively at this time and let the rebuttal begin with the privilege to the defence to resume later, is that the idea?

Judge Wescott: Yes, we consent to that.

The defendant rests, reserving the right to take the testimony of Dr. Cassady and examine one other witness.

---

MRS. MINNIE WORTH recalled in rebuttal, on the part of the Complainant.

Direct examination by Judge Wescott:

Ques. Do you recollect when you first saw Mr. Dubel?
Ans. Yes, sir.
Ques. When was it?
Ans. I could not remember the day; it was on the 16th of June, 1904, we moved in—1902.
Ques. That was when you first went there?
Ans. Yes, sir; when we moved into Burlington, did you ask me?

Ques. Listen to me, how often after that did you see Mr. Dubel down to the time of his last illness, about?

Ans. I saw him every often, used to come to our place, I can't remember, his illness was very short.

Ques. How many times a week would you see him?

Ans. I saw him most every day, Judge.

Ques. Almost every day?

Ans. Yes, sir; almost every day, it was not a time—in the morning he used to go for his newspapers, he used to come in the house.

Ques. Did he bring his newspapers in the house?

Ans. He used to pass by, he came in, and when he passed back—

Ques. Did he bring his newspapers in the house?

Ans. Yes, sir.

Ques. What did he do with the newspapers?

Ans. He used to sit down and read sometimes.

Ques. In your house?

Ans. In the store, in the house.

Ques. Do you remember the time he had rheumatism?

Ans. Well, I remember he was sick, but he was not sick very long.

Ques. Can you give anything like an accurate idea how long during that sickness he was away from your house?

Ans. I really could not remember.

Ques. Was it a long time?

Ans. It was not very long.

Ques. Was it as much as two months?

Ans. No.

Ques. Was it as much as a month?

Ans. No, sir; not as much as that, I can't remember, I didn't miss him very long.

Ques. When Mr. Dubel came to your house, when you saw him on these various occasions, between the first time you saw him and the time he was taken sick in his death sickness, was he intoxicated any time you saw him?

Ans. No, sir; I never saw him intoxicated.

Ques. Never saw him intoxicated?

Ans. He use to come into the house as sober and upright as,—well, as we.

Ques. About how frequently did he eat at your house?

Ans. About once or twice a week.

Ques. Sit with your own family?

Ans. Yes, sir; altogether at the table.

Ques. Was your family present, your children?

Ans. Yes, sir; altogether.

Ques. Do you remember, or have you had your attention called since you were upon the witness stand, the first time, to any gifts that Mr. Dubel made to any of your children?

Ans. Yes, sir; he gave my baby, he invited the baby, the first time—he invited the baby to come to his house, so he made him a present of a little ring, a baby ring, and he gave to Nettie Worth, the little girl, he gave her a gold dollar piece, and he said, "You remember me, little dearie, as long as you can."

Ques. Do you remember any other things that he gave your children from time to time, that you didn't think of when you were on the witness stand the first time?

Ans. I remember that he was to the Mount Holly Fair once, and he brought one of the children a little pocketbook, and the other one he brought a little necklace, beads, a white neck chain, a necklace.

Ques. When Mr. Dubel called at your house, can you give the Chancellor any idea about the length of time he would stay on any occasion?

Ans. Sometimes he used to come in and sit there for quite a length of time, but I never took notice or counted the minutes.

Ques. Was it a short time, or how?

Ans. Sometimes he used to sit for a couple of hours with a paper, and have conversation.

Ques. He would talk to you?

Ans. Yes, sir; and to Mr. Worth, and sometimes there were customers in the store, if he knew them he would talk to them.

Ques. Did he come into your store frequently?

Ans. Yes, sir.

Ques. Do you recall whether or not Mr. Dubel was the recipient of any presents of any sort from any members of your family; whether anything was given to Mr. Dubel by anybody, any of your family?

Ans. I remember Mr. Worth made him a present of a pair of slippers once.

Ques. Do you remember his giving him anything else?

Ans. Neckties and such things.

Ques. Do you recall about the time the bath room was fixed?

Ans. Yes, sir.

Ques. What became of the old bath tub?

Ans. It is on the third floor now; Mr. Whomsley fixed that on the third floor, he wanted to take—

Ques. We don't care anything about that; he put it on the third floor?

Ans. Yes, sir.

Ques. Is it connected?

Ans. Yes, sir.

Ques. Has it been used since?

Ans. Yes, sir; it has been used.

Ques. Now, before you moved in the house, do you know whether there was any arrangement made for having the bath room fixed?

Ans. I don't know.

Ques. You don't know about that?

Ans. No, I know Mr. Whomsley came in.

Ques. Do you remember Mrs. Clutch?

Ans. Yes, sir.

Ques. Did you know her?

Ans. Yes, sir.

Ques. After Mr. Dubel's death did she come to you

and make any statement about money being in the house?

(Objected to as incompetent and immaterial.)

The Court: I do not know whether the foundation was laid for that or not.

Judge Gaskill: That does not make it material.

The Court: I think you undertook to show that money was found in various parts of the house, showing the eccentric or peculiar characteristics of the deceased, and Mrs. Clutch testified on that subject, but whether she was asked anything by way of laying the foundation for contradicting her I am not aware.

Judge Wescott: Her testimony was that she saw this money there 20 or 25 years before the old man's death. I want to prove by this witness that Mrs. Clutch right after Mr. Dubel's death, came to her in great surprise and told her about finding this money.

The Court: Did you call Mrs. Clutch's attention to that?

Judge Wescott: I guess her mind was not called to it.

The Court: If not, I will overrule the question.

Ques. That is all.

Cross-examination by Judge Gaskill:

Ques. When was it the bath room, or the bath tub that was removed from the old bath room was taken to the third story and connected there so that it could be used as a bath on the third floor, when was that?

Ans. I could not give you the exact time.

Ques. I don't ask you to give me the day of the month, but with respect to the time the work was done in the regular bath room, when a new bath tub was put there and a new water closet; how soon after that was it that the old bath tub was connected up in the third floor?

Ans. It was at the same time.

Ques. You are sure of that?

Ans. Yes, sir; the bath room was removed on the third floor.

Ques. That is all.

Re-Direct:

Ques. The bath tub, you mean?

Ans. Yes, sir; and then whether Mr. Whomsley had time to fix it some day or not, that I could not give you exactly.

Ques. It may not have been fixed the same day?

Ans. No, but it was about the same time.

Ques. That is all.

---

ANNA WORTH sworn for the Complainant in rebuttal.

Direct examination by Judge Wescott:

Ques. How old are you?

Ans. 14 years old.

Ques. These are your parents, Mr. and Mrs. Worth?

Ans. Yes, sir.

Ques. Have you been to school much?

Ans. I am in the eighth grade now.

Ques. Do you remember when you first went up to Burlington with your parents?

Ans. Yes, sir; 1902.

Ques. You have been down to my office once?

Ans. Yes, sir.

Ques. And talked to me?

Ans. Yes, sir.

Ques. Now, did you know Mr. Dubel?

Ans. Yes, sir.

Ques. Will you give the judge here your best recollection of how frequently you saw him?

Ans. Why, I saw him nearly every day mostly, sometimes twice a day, but I saw him every day.

Ques. How long a time did that cover, your seeing him every day, from the time you went down there to when?

Ans. I don't understand your question.

Ques. You say you saw him almost every day?

Ans. Yes, sir.

Ques. Did you live with your parents from the first time they went down to Burlington until now?

Ans. Yes, sir.

Ques. How long a time was it that you saw Mr. Dubel so frequently?

Ans. What do you mean, when I saw him every day?

Ques. Yes.

Ans. He used to stay for a while at our house.

Ques. Did that stretch over a year?

Ans. More than that he used to come over.

Ques. For how long a time did he come to your house that often?

Ans. About three years, the first three years.

Ques. Do you remember whether he came into the store?

Ans. Yes, sir.

Ques. Do you remember whether he ate at your table along with the rest of you?

Ans. Yes, sir.

Ques. About how often did he do that?

Ans. He used to eat about once or twice with us.

Ques. How did you address him?

Ans. Uncle Firman.

Ques. How did you learn to call him Uncle Firman?

Ans. He used to say—there were children that didn't call him Uncle Firman—and he said, "I am just like an uncle, so you call me uncle," and we could not call him Mr. Dubel, because he was just like an uncle to us.

Ques. What do you mean when you say he was just like an uncle?

Ans. He was awfully kind; he was good to us and loved us all and used to give us lots of presents.

Ques. How did he show his kindliness towards you?

Ans. He used to give me lots of presents; he gave me a pocketbook once when he went to the Mt. Holly Fair, and gave me candy, and used to invite us to his house and gave us fruit, and one day I was in a play for the school, "Mother Goose," so I needed flowers, and I told him about it, and he said, "You come to my house and get a whole lot of flowers," so I went and he gave me a big bunch of flowers, and he gave me five cents besides that, and he said, "Take them," and I said "No, sir; I ain't used to take money," so I went home after that.

Ques. Do you remember his bringing things to the house?

Ans. Oh, yes, sir; nearly every time he came to our house he always had something in his pocket.

Ques. What, for instance?

Ans. Used to have fruit, apples and pears and peaches and candies, different times, not all at once, and things like that.

Ques. Do you remember anything about the cultivation of flowers in the garden?

Ans. Yes, sir.

Ques. Tell what you recollect about that?

Ans. Once it was time for planting, he brought us plants for pansies, and he planted them, and papa said he would plant it, he said no, he would do it, so he went

down and he dug where to plant it and put out the pebbles, and he planted it himself, and I can just see the picture of where he stood and planted them.

Ques. What do you mean by planting, did he put them in the ground?

Ans. Yes, sir.

Ques. Did you see him do that more than once?

Ans. Yes, sir, many times, but I can't recollect many other times, but he did it many times.

Ques. Do you remember any presents that he gave you personally besides the pocketbook?

Ans. The pocket-book and candy, a box of candy once he gave me; he gave me many other things, but I can't think of them all.

Ques. Do you remember how he treated your little sister or sisters, how many of you are there?

Ans. I have one brother and two sisters.

Ques. Do you remember anything about his conduct toward your little sister, the one next to you?

Ans. Yes, sir; he used to take her up in his arms, call us over and take us in his arms and tell us stories and thought lots of us.

Ques. Have you been told to say anything like this here?

Ans. No, sir; how could I be told when I know everything up here; I can remember things longer than this.

Ques. Do you remember when Mr. Dubei was sick at one time?

Ans. Yes, sir.

Ques. Do you remember what was the trouble with him?

Ans. I really don't know.

Ques. Did you ever see him read?

Ans. Yes, sir.

Ques. What did he read?

Ans. Newspapers, used to come in our store and sit by the radiator, I know, right opposite that bench, and read a paper every morning mostly.

Ques. Do you know how long he stayed there at any time?

Ans. I can't tell you how long, but sometimes an hour or more.

Ques. Where have you been going to school?

Ans. Captain James Lawrence School.

Ques. What time in the morning did you go?

Ans. Usually go about a quarter to nine, school begins at nine o'clock and we would go a quarter to nine.

Ques. And come back when?

Ans. 12 o'clock.

Ques. And go in the afternoon again?

Ans. Yes, sir.

Ques. When?

Ans. School begins half-past one, we usually go a quarter after one, and leaves out at three o'clock.

Ques. Did you ever see Mr. Dubel in your house in the evening?

Ans. Not in the evening; generally in the morning.

Ques. Did you ever see Mr. Dubel intoxicated or drunk?

Ans. No, sir.

Ques. Was he ever intoxicated when you saw him in your house?

Ans. No, sir.

Ques. Did he give you any gold, a gold ring or a gold dollar, or anything of that sort?

Ans. No, he never gave me, but he gave my little brother, the baby, a gold ring and he gave my sister a gold dollar piece.

Ques. Would you know the gold ring if you saw it?

Ans. Yes, sir.

Ques. Is that the ring?

Ans. Yes, sir; it is the exact ring I know, because a stone came out of it.

Ques. When was it, just tell the Vice-Chancellor all about it, where it occurred and how it happened.

Ans. When my little brother Herbert, when he was a couple of months old, Uncle Firman invited us around to his house and we came and he took the baby.

Ques. Who went?

Ans. Mamma and papa and my sisters and brother; we went around and he gave my little brother the little gold ring, then he called my sister on his lap, and he said "Here, dearie, here is a dollar gold piece to remember me," so Nettie didn't want to take it, but he made her, and he said, "You take it off of me," so she took it and thanked him.

Ques. Who was present when this ring and gold dollar—

Ans. Papa and mamma and my brother and sisters.

Ques. Does your memory go back to the time when there was a scarcity of coal?

Ans. Yes, sir.

Ques. Do you know this gentleman by the name of Fields?

Ans. Yes, sir.

Ques. Do you remember anything about some coal at one time?

Ans. Yes, sir.

Ques. What do you remember about that?

Ans. One day when I was coming home from school I saw Mr. Fields, Uncle Firman and papa standing in front of the store, and I saw Mr. Fields take away a push cart of coal, that is what I remember as plain as day.

Ques. Was it a gold dollar like that that was given to your little sister?

Ans. Yes, sir; it was a gold dollar piece.

Ques. That is all.

Not cross-examined.

MRS. MINNIE WORTH recalled on the part of the Complainant.

Direct examination by Judge Wescott:

Ques. Your little daughter said that you were present when Mr. Dubel gave these trinkets?
Ans. Yes, sir.
Ques. Will you tell the Chancellor what you recollect about it?
Ans. Yes, sir.
Ques. Tell him.
Ans. We came—

Judge Gaskill: I haven't objected so far as the witnesses have incidentally dropped what Mr. Dubel said, but I do not object to any repetition of anything that Mr. Dubel, upon any of these occasions, said.

The Court: I think it is competent, statements made by the deceased. I don't know whether Mrs. Worth can be regarded as a party, is she a party?

Judge Wescott: No; I believe not.

Judge Gaskill: I haven't any objection to the facts being testified to, but to the conversations or what Mr. Dubel said.

Ques. Omit what Mr. Dubel said.
Ans. He came to the house and gave the baby a gold ring, and he called Nettie Worth, and he said "Come here, little dear, and here is a gold dollar for you."
Ques. Do you know what became of that gold dollar?
Ans. She took and kept it and put it in her papa's safe.
Ques. Has it been kept ever since?
Ans. Yes, sir.

Ques. Is that it?

Ans. Yes, sir; that is it exactly.

Ques. Is that the ring?

Ans. Yes, sir; that is the ring, the stone came out, she kept it in her little pocket.

Ques. That is all.

---

NETTIE WORTH sworn for the Complainant in rebuttal.

Direct examination by Judge Wescott:

Ques. What is your first name?

Ans. Nettie Worth.

Ques. How old are you?

Ans. 12 years.

Ques. Do you remember Mr. Dubel?

Ans. Yes, sir.

Ques. Did you get acquainted with him when your parents first moved to Burlington?

Ans. Yes, sir.

Ques. Have you any idea how often you saw him, whether it was frequently or seldom?

Ans. He came to our house most every day, I saw him.

Ques. Was that true all the time while he lived, that he came often to your house?

Ans. Yes, sir.

Ques. What did you call him?

Ans. Uncle Firman; I could not call him any different he was so good to us.

Ques. You called him Uncle Firman?

Ans. Yes, sir.

Ques. Did you ever see him read?

Ans. Yes, sir; he came to the store and sat down on a bench and read a paper.

Ques. Have you been talked to about your testimony here?

Ans. Sir?

Ques. Have you been talked to about what you should say in the Court?

Ans. No, sir; I remember everything just as if it was to-day.

Ques. Did you ever see Mr. Dubel drunk?

Ans. No, sir.

Ques. Do you remember about these little gifts, the ring and the gold dollar?

Ans. Yes, sir; he invited us, when baby was a couple of months old, to his house, and he gave baby that little gold ring, and he called me over and said "Come here, Nettie dear," and gave me the gold dollar piece, and told me to take it and keep it as long as I could to remember him; I didn't want to take it, but he made me take it.

Ques. Have you had it ever since?

Ans. Yes, sir.

Ques. Or your father or mother for you?

Ans. I told papa to keep it in the safe for me.

Ques. Do you know whether Mr. Dubel used to eat in your house?

Ans. Yes, sir.

Ques. When you were at the table?

Ans. Yes, sir.

Ques. Do you remember anything about Mr. Dubel bringing things to the house to you children?

Ans. Yes, sir.

Ques. What do you remember about that?

Ans. He used to bring us fruit, apples, pears and peaches, and then he used to bring us candy sometimes.

Ques. Did you ever see him on the street anywhere?

Ans. Yes, sir.

Ques. Did you ever see him on the street drunk?

Ans. No, sir.

Ques. You never saw him drunk at all?

Ans. No, sir.

Not Cross-examined.

---

Judge Gaskill: I desire to recall Mr. Farner to ask him two or three questions I omitted.

CHARLES P. FARNER recalled on the part of the Defendant.

Direct examination by Judge Gaskill:

Ques. How was Mr. Dubel known and addressed about Burlington?

Ans. Uncle Firman.

Ques. By all persons?

Ans. Yes, sir; everybody I know of.

Ques. Now, with respect to his use of intoxicating liquors, what do you know about that?

Ans. He drank pretty hard; I saw him pretty often drink, and I drank with him.

Cross-examination by Judge Wescott:

Ques. You didn't drink when you held office?

Ans. Yes, sir; I did too, I was a good mixer.

Ques. That is all.

The further hearing was then adjourned until April 3, 1908, at 10 A. M.

IN CHANCERY OF NEW JERSEY.

Between

NATHAN WORTH,

Complainant

and

ERNEST WATTS, EXECUTOR OF THE LAST WILL OF FIRMAN DUBELL, DECEASED.

ON BILL, &C.

CAMDEN, N. J., April 3, 1908.

The final hearing in this matter was continued, pursuant to adjournment. Appearances as heretofore noted.

The Court: Judge Gaskill, do you resume your defence this morning?

Judge Gaskill: With your permission I will recall Mr. Binck for a matter that we omitted in our other examination of him.

---

CHARLES E. BINCK recalled on the part of the Defendant.

Direct examination by Judge Gaskill:

Ques. After Mr. Worth came to Burlington and during the lifetime of Mr. Dubel, did you have any talk with him about money matters?

Ans. Yes.

Ques. Just repeat the conversation.

Ans. Frequently, off-hand conversation, Mr. Worth would state to me the reasons why he moved to Burlington; he said competition was pretty strong in Philadelphia and South Street, and he thought he would move into a country town and thought he would do better, but he has a pretty hard time to make things meet in Burlington, expenses are high, rents &c., and it makes it hard to make any money. I had a practical experience with him, I guess in the summer of 1904, when I had a chance to buy a job lot of goods pertaining to merchant tailoring, and I asked him if he would have $50.00 to advance me and I would let him have as security the goods itself, and then I could sell it and double and treble the amount, and he could make a little, and he said he would be glad to entertain such a proposition if he had the money; he said his wife was really forced to make calico dresses in order to help him along in his line of business, in dressmaking.

Ques. That is all.

Cross-examination by Judge Wescott:

Ques. Did you on one occasion when you were in trouble, ask Mr. Worth to let you have a hundred dollars?

Ans. No, I never asked him to let me have a hundred dollars; I was not in trouble either, it was about the time—

Ques. Wait a moment, you have answered my question.

Ans. I was in no trouble whatever.

Ques. Were you convicted of a crime?

Ans. No, sir; never.

Ques. And sentenced by Judge Gaskill?

Ans. No, sir; never; I was convicted for contempt of court and the grand jury, and Judge Gaskill fined me $25.00.

Ques. Were you not held under bail and didn't you skip your bail?

Ans. I didn't skip my bail.

Ques. And brought into the State by requisition?

Ans. No, sir; I didn't skip my bail; I simply went to Philadelphia, and I was employed by Yates and Company, and I came back frequently, and afterwards I went and worked in Trenton for A. Mann, on South Broad Street, the Trenton Clothing Company, and I was never brought back to the State because I always lived in the State, I never removed from the State.

Ques. Were you not tried for assault and battery with intent to kill?

Ans. No, sir; nothing like it. There was a charge, a false charge brought against me for assaulting a man who struck me first, and I hit back, and I got the best of that man and I was never sorry for it, not to this very day, and he went and perjured himself deliberately to 'Squire Smith, that I struck him the first blow, and I never did, and the Grand Jury thought that I was younger, that I might be guilty, and they brought in not a true bill but an indictment, and when they brought in the indictment, I didn't pay any attention to it, it provoked me, and Judge Gaskill fined me $25.00 for that.

Ques. Was it not on that occasion you asked Mr. Worth for $25.00?

Ans. No, I didn't have to go to him for bail, my mother-in-law went bail for me. That was in 1904. Mr. Wescott, I believe you have a slip there with my own handwriting, dated correctly, and that happened in the year 1905.

Ques. Didn't you get mad at Mr. Worth because he would not let you have a hundred dollars, and tell him you would get even?

Ans. I never asked him for a hundred dollars, how could I get mad, and furthermore I asked him for $50.00, and I didn't get mad at him, because when a man tells

me he would like to go in a proposition like that but he has not got the money, there is no use getting mad at the man.

Ques. That is all.

Ans. I have no reason to get mad at the man.

Ques. That is all.

---

ERNEST WATTS recalled for the Defendant.

Direct examination by Judge Gaskill:

Ques. You have stated that you have been practicing law in Burlington for ten years?

Ans. Yes, sir.

Ques. And had been Mr. Dubel's legal adviser for nine?

Ans. Yes, sir.

Ques. Had known him for many years more than that?

Ans. Yes, sir.

Ques. How was Mr. Dubel commonly addressed in Burlington?

Ans. As Uncle Firman by all who knew him.

Ques. How did you speak to him during the nine years that you were his legal adviser?

Ans. Always addressed him as Uncle Firman.

Ques. Have you a photograph of Mr. Dubel?

Ans. Yes, sir.

Ques. Is this a photograph of him?

Ans. Yes, sir; this is a very good photograph of him taken a short time before his death.

Ques. Who is that with him?

Ans. That is his housekeeper, Annie Clutch.

Offered in evidence and marked "Exhibit D14."

Judge Gaskill: That is all with the exception of the

doctor's testimony; we are entirely through with our side.

Cross-examination by Judge Wescott:

Ques. You have already stated that Mr. Worth came to you the day after Mr. Dubel's death?

Ans. Yes, sir.

Ques. Didn't he on that occasion say to you—

The Court: Has Mr. Dubel's age been given? 10

Ques. (By Judge Gaskill) How old was Mr. Dubel at the time of his death?

Ans. I have a memorandum here which shows. According to this memorandum given me by Mr. John R. Dubel, he was born October 4, 1819, and he died December 28, 1904, making him in his 85th year.

Ques. This photograph was taken a short time before his death?

Ans. Yes, sir. By way of explanation, I had better 20 state that he wore a wig, and it so appears in the photograph.

Ques. He wore a wig?

Ans. Yes, sir.

Ques. (Further Cross) Didn't he on that occasion say to you, Mr. Worth, I mean, that he had bought this property from Mr. Dubel upon Mr. Dubel's urgency and his request that he should buy it, and that he didn't want you to know anything about it, and that after Mr. Worth had succeeded in paying the whole amount, that he was go- 30 ing to Mt. Holly to get a lawyer to make the deed, that is, that Mr. Dubel would?

Ans. He did not.

Ques. He didn't say that

Ans. No, sir.

Ques. Didn't you say to Mr. Worth that you were not surprised at Mr. Dubel's action?

Ans. You mean his action referring to the previous question stated by you?

Ques. That you were not surprised at Mr. Dubel selling him the property, didn't you say that to him?

Ans. Never made any such statement.

Ques. And didn't you say on that occasion that you knew Mr. Dubel's fondness for Mr. Worth and his family and that you were not surprised?

Ans. Never said it and never knew it.

Ques. That is all.

Judge Gaskill: Now, with the single exception of the Cassady matter, we are entirely through.

Defendant rests.

---

GEORGE W. JESSUP sworn for Complainant in rebuttal.

Direct examination by Judge Wescott:

Ques. What is your business?

Ans. Real estate.

Ques. How long have you been in the real estate business?

Ans. 18 years.

Ques. Constantly?

Ans. Yes, sir.

Ques. Have you had wide experience in the matter; given it study and consideration?

Ans. Thorough experience in Camden and vicinity.

Ques. Have you given the matter study?

Ans. I have.

Ques. Is there any relation between the yield or income of a property and its market value?

Ans. There is.

Ques. Take a property located in Burlington,—you know where Burlington is?

Ans. I do.

Ques. In the central part of the town on the main street, the most desirable part of the town, and have it yield an income of $40.00 per month as rental; what, in your judgment, would that indicate the market value of the property to be?

Ans. The rental value $40.00 per month of a house in Camden or Philadelphia, would be from $5000 to $5500.

Ques. I don't mean Camden or Philadelphia; anywhere?

Ans. Well, anywhere, the market value would not be over $5000 or $5500.

Ques. That is all.

Cross-examination by Judge Gaskill:

Ques. You are not experienced in the handling of Burlington real estate?

Ans. Not in Burlington.

Ques. And have no knowledge of local market conditions there?

Ans. I have not.

Ques. The figures that you have named, are they not figures based upon the purchase of property as an investment?

Ans. Sure.

Ques. Not as a home nor as a desirable place where the purchaser wishes to carry on his individual business?

Ans. As a business proposition he could find property on Market or Federal or Kaighn's Avenue, Camden, about that ratio or less.

Ques. There are a large number of properties continually in the market, both here in Camden and in Philadelphia?

Ans. Yes, sir.

Ques. You don't know how restricted the market is in Burlington?

Ans. No.

Ques. And if the place in question about which you were inquired of was the only desirable place for the transaction of the business which the purchaser desires to engage in, that would make a difference?

Ans. It would.

Ques. Assuming that the property about which you have been asked, its investment value, fronting on the principal street, rents for $45.00 per month, and that connected with it was a property just around the corner on another street that joined it in the rear, making an L-shaped property, and that this property around the corner rented at $8.00 per month, making a total rental of $53.00 per month; how much in your judgment, from the same basis of valuation which you have already given, would the market value of such a property be?

Ans. $7,000.

Ques. That is all.

Re-Direct:

Ques. The rental value of property rises and falls with its market value, does it not, as a rule?

Ans. It does.

Ques. That is all.

Ques. (By the Court) How do you arrive at values where there are no improvements; you recognize an existing value in lands where there are no improvemnts; how do you arrive at that value?

Ans. The value of a front foot, it usually gets its value from the neighboring properties, what they are occupied for and the income they bring. If the property on Market Street rents for $45.00 per month, and the vacant lot

alongside that is unoccupied, that you could pay $3,000 to $3500 for that lot and put $4,000 to $5,000 on it.

Ques. And I suppose the condition, repairs of the building, if the property was occupied by a building, would enter largely into its value?

Ans. Very largely. We put on one property a market value of $3500, which rents for $36.00 per month, that is a much better ratio than I have quoted, but it is in a dilapidated condition.

Ques. Your rule is, taking the annual rental value and multiplying it by ten?

Ans. No, not of that class. Small properties will run from 8 to 15, we can generally get one dollar per month income for every hundred dollars; when we get above $15.00 per month, the ratio grows, it is larger. $18.00 houses you can make a good income by paying $2300. A $20.00 house it is a common thing to pay $2500 for that, but you can make money out of that renting it for $20.00, only you could not out of two houses renting them for $10.00 per month, the repair on one would be pretty near as much as on the other.

Re-Cross:

Ques. Assuming that the property that you have been asked about in the City of Burlington has a frontage of 40 feet on the main or principal street, High Street it is called, and within a few doors of that property very recently, a property was purchased for banking purposes at $200 a front foot for the ground, the building being of no value, and it was torn down and taken away. How would that effect the value of this property?

Ans. That would be hard for me to understand, for $200 a front foot sounds very excessive, way above Woodbury or Merchantville or Haddonfield or Camden prices.

Ques. On that same basis, that would indicate that this

bare lot stripped of the store building and house would be worth about $8,000?

Ans. Yes.

Further Re-Direct:

Ques. Is it not an exceptional case where the value depends upon the object which the purchaser has in view?

Ans. It would look as if they had to have that property at any price.

Ques. And if that property were put upon the general market, the price other people were willing to pay indicates its market value?

Ans. Yes.

Ques. The Vice-Chancellor has asked an interesting question about how you arrive at the value of vacant land. If I understand, vacant land gets its value from surrounding values?

Ans. Yes.

Ques. Now, if there was a vacant lot in Burlington or Camden or any other city, and its value was derivable from surrounding values, if as a business proposition you were directed to purchase that for your client, how would you figure its value, upon what it would probably yield?

Ans. Yes, what it would probably yield or would be the probable yield from the other properties in the same block, tracing the leading street, which would be the business street.

Ques. So after all, the best indication of the actual market value of property is its yield?

Ans. Yes.

Ques. That is all.

GEORGE A. ALLINSON recalled on the part of the Complainant in rebuttal.

Direct examination by Judge Wescott:

Ques. You knew Mr. Dubel?
Ans. Yes, sir.
Ques. Did you collect water rents from him?
Ans. Yes, sir.
Ques. Did he bring them to you?
Ans. Yes, sir.
Ques. Down to how long before he died did he do it?
Ans. They were collectable between the 25th day of March and the 25th day of April.
Ques. Did he make the last payment to you?
Ans. Yes, sir.
Ques. Will you describe the details of the transaction when he would come in?

The Court: Are you referring to the water rents?

Judge Wescott: Yes.

Ques. What did he do and what did you do, as nearly and minutely as you can recall it?
Ans. Why, he generally brought his bill and brought the money and I took it and gave him a receipt for it.
Ques. Did he have the right money?
Ans. Yes, sir.
Ques. Did he know what he was doing?
Ans. As far as I know.
Ques. Did he bring the exact money or ask you for change?
Ans. Sometimes he would bring the exact money and sometimes he would have a few dollars in change.
Ques. Did you notice whether he observed the change to see whether it was accurate?

Ans. Nothing more than an ordinary business transaction.

Ques. Do you recollect whether you saw him examine the change?

Ans. No, sir; I can't tell that; I handed the money to him that way.

Ques. And gave him a receipt?

Ans. Yes, sir.

Ques. Was he drunk on those occasions?

Ans. No, sir.

Cross-examination by Judge Gaskill:

Ques. Those were sort of exceptions to the general rule?

Ans. He would generally come there in the early morning.

Judge Wescott: Before he had a chance to get drunk.

Ques. That is all.

---

JOHN W. DAVIS sworn for the Complainant in rebuttal.

Direct examination by Judge Wescott:

Ques. Where do you live?

Ans. Burlington.

Ques. What is your business?

Ans. Druggist.

Ques. How long have you been a druggist there?

Ans. About 23 years, I think, within a few days or a little over.

Ques. Did you know Mr. Dubel?

Ans. Yes, sir.

Ques. How long did you know him?

Ans. I knew him to the time of his death from the time I went there, 20 years, I imagine.

Ques. Was he accustomed to coming to your store?

Ans. Yes, sir.

Ques. Down to how long in his lifetime did he come there?

Ans. He came there when he was able to be out, he always came there, he mostly sent Mr. Fields when he was sick, but he dealt with me as long as he was able to come there, he would come himself.

Ques. What was the last time that you can recollect that he was there?

Ans. That I could not recollect.

Ques. How soon before his death?

Ans. Well, it was,—I don't remember that, I remember his last sickness; he had a homeopathic doctor and he didn't buy any medicines, but the sickness previous to that, I don't know how many years it was before that, Mr. Fields got all the prescriptions filled then; I can't remember when Mr. Fields was last in the store.

Ques. How about 1904; did he come there?

Ans. When did he die, what was the date of his death?

Ques. In December, 1904.

Ans. No, I don't think,—no, he didn't come in that sickness.

Ques. No, not in the sickness, but any time during the year?

Ans. Well, that I couldn't remember; I can't remember whether he did or not.

Ques. When he came what did he do?

Ans. He came in there and asked me for what he wanted, and sometimes he talked to me. If I was not particularly busy we had a little conversation sometimes.

Ques. Did he buy medicines of you?

Ans. Yes, sir.

Ques. Ask you for medicines?
Ans. Yes, sir.
Ques. And paid you?
Ans. Yes, sir; always paid me.
Ques. That is all.
Not Cross-examined.

---

JOHN A. ARMSTRONG sworn for Complainant in rebuttal.

Direct examination by Judge Wescott:

Ques. Are you the assessor?
Ans. Yes, sir.
Ques. At Burlington?
Ans. Yes, sir.
Ques. How long have you been the assessor?
Ans. 11 years.
Ques. Did you assess the properties known as 303 and 304 High Street in the year 1904?
Ans. 303 and 305 you mean?
Ques. Yes.
Ans. Yes, I did.
Ques. What was the property assessed at?
Ans. $5,000.
Ques. Did you assess the property known as the Salvation Army Barracks?
Ans. Not separately.
Ques. Well, altogether.
Ans. Together with the other.
Ques. Together with 303 and 305?
Ans. Yes.
Ques. The whole thing was then so assessed?
Ans. Yes, it was built as a wagon shed or wagon house and was part of that property.

Ques. And the entire property was assessed at what?
Ans. $5,000.
Ques. (By the Court) That included the Union Street property and the High Street property both?
Ans. Yes, sir.
Ques. The whole was assessed at $5,000?
Ans. Yes.
Ques. Didn't you separate the value?
Ans. No, it was part of that property, it was the wagon house of that store.

Cross-examination by Judge Gaskill:

Ques. This assessment in 1904 was in the good old-fashioned times before they had the County Board of Equalization?
Ans. Yes, sir.
Ques. You didn't attempt to assess Burlington property at full value?
Ans. No, don't yet.
Ques. Do you know what proportion of its value was assessed in 1904?
Ans. Well, from a half to three-fourths.

Re-Direct:

Ques. What is it assessed at now?
Ans. $6,000.
Ques. That is under the new regime?
Ans. That is under the County Board.
Ques. That is the whole thing, all this property assessed at $6,000?
Ans. Just the same properties.

Re-Cross:

Ques. Are you not now, each year, and since the for-

mation of the County Board, gradually raising the assessment?

Ans. Not each year, but it is the policy of the Board that we should not put the property up to the full value only gradually; in 1906 I raised it $1,000, to $6,000; last year it was not raised at al', but they have instructed us—

Judge Wescott: Pardon me, we don't care for that.

Ques. Have you or not, in your judgment, yet got it up to its full value?

Ans. No, sir.

Further Re-Direct:

Ques. Don't the law guide you in making assessments?

Ans. No, we go according to our instructions from the County Board.

Ques. You disregard the law which requires you to assess at full value?

Ans. Yes, if you want a straight answer; yes.

Ques. That is all.

---

MRS. MARY E. FIRENG sworn for Complainant in rebuttal.

Direct examination by Judge Wescott:

Ques. Where do you live?

Ans. I live at Burlington, 129 East Pearl Street, now.

Ques. Did you know Mr. Dubel?

Ans. Yes, sir.

Ques. How many years did you know him before he died?

Ans. About ten years.

Ques. How close to him did you live in Burlington?

Ans. Right next door to his house.

Ques. Did you rent your property of him?

Ans. Yes, sir.

Ques. Did you pay him rent?

Ans. Yes, sir.

Ques. Did you take it to him or did he come to you after it?

Ans. I took it to him.

Ques. Did he ever come to you after it?

Ans. No, sir.

Ques. When you took him rent what did you do and what did he do about it?

Ans. Well, I wrote it and he signed his name to it.

Ques. Did he read the receipt sometimes?

Ans. I suppose he did; he had a chance.

Ques. You gave him the receipts or he gave you the receipts?

Ans. I had it in a book you know, and I wrote it.

Ques. Did you see what he did with the money; did he ever count it?

Ans. He seemed to count it; he always looked over it.

Ques. Did he talk to you?

Ans. Yes, sir.

Ques. Did he know what he was doing?

Ans. Yes, sir.

Ques. How frequently did you see him when you lived next door to him?

Ans. I saw him a dozen times a day and more sometimes.

Ques. Over a period of years?

Ans. Four years.

Ques. Did you ever see him intoxicated?

Ans. Well, I never saw him but once when he had to have help.

Ques. You did see him so full or drunk once that he had to have help?

Ans. Yes, sir; I saw him brought home once, that is all, the whole four years that I lived there.

Ques. Is that the only time you ever saw him drunk?

Ans. The only time I saw him.

Ques. Do you know where Mr. and Mrs. Worth lived at that time?

Ans. Yes, sir.

Ques. Did you ever see Mr. Dubel go to their house?

Ans. No, I never saw him go there, because I was not up Main Street often.

Ques. Did you ever see Mr. Worth's children go to his house?

Ans. Yes, sir.

Ques. Often?

Ans. Yes, sir.

Ques. Did you ever see Mr. Worth go there?

Ans. Yes, sir.

Ques. Frequently?

Ans. Yes, sir.

Ques. Did you see him up till the time of his last illness?

Ans. Yes, sir.

Ques. Frequently, as you have stated?

Ans. Yes, sir.

Cross-examination by Judge Gaskill:

Ques. You say that during four years you saw Mr. Dubel frequently or lived near him, which were the four years, what years were they?

Ans. I don't know, but we lived where we do now three years the 25th of March, so you can tell by that.

Ques. Where you now live it will be three years this coming 25th of March?

Ans. Yes, sir.

Ques. So you went there then the 25th of March after Mr. Dubel died?

Ans. No, four years before he died,—where we are now.

Ques. Yes?

Ans. Yes, sir.

Ques. And it was four years before you moved to where you are now?

Ans. Yes, sir.

Ques. Then three years ago would be 1905, then it was from 1901 up to the time of his death?

Ans. Yes, sir.

Ques. Those were the years you spoke of?

Ans. Yes, sir.

Ques. Where did you live during those four years?

Ans. The next house you mean—right next door to him.

Ques. You are not living next door now?

Ans. No, it was sold, we had to move.

Ques. When you lived next door to him and Mr. Dubel was going down town, he would go down Union Street to High, or when he was coming up from down town he came up High and up Union and he would not have to pass your house?

Ans. No, sir.

Ques. You lived on the other side of him?

Ans. Yes, sir.

Ques. That is all.

Re-Direct:

Ques. Was there any board fence between the two houses, your house and his?

Ans. Yes, sir.

Ques. How high was that fence?

Ans. Not very high.

Ques. Could you see over it?

Ans. Oh, yes.

Ques. Do you know a gentleman by the name of Shinn who was preparing this case for the defence, getting witnesses?

Ans. What was his first name?

Ques. Anderson.

Ans. Yes, I know him.

Ques. Did he come to you for the purpose of asking what you knew?

Ans. He came and asked me a few questions.

Ques. Was that before Mr. Worth came to see you?

Ans. Yes, sir.

Ques. That is all.

Re-Cross:

Ques. In addition to the board fence that you spoke of, there was an open lot about 50 feet wide, that was between where you lived and Mr. Dubel's house?

Ans. Yes, sir.

Ques. (By the Court) You said you had only seen him drunk this once; what do you refer to by "drunk," you mean you had never seen him at all under the influence of liquor?

Ans. Oh, yes; but I mean I never saw him brought home but once. We could not see him go in his gate unless we were out there, because he came from Union Street and his gate was on the side next to Union Street and we lived on the other side.

Ques. Did you see him when he was clearly under the influence of liquor?

Ans. Yes, sir; I have see him when he was pretty full a good many times.

Ques. By "drunk" you mean when he had to be brought home?

Ans. I never saw him but the once; he may have been brought home lots of times, but I never saw him but once.

Re-Direct:

Ques. Did you talk to him when he was under the influence of liquor?
Ans. Yes, I often talked to him.
Ques. Did he know what he was doing?
Ans. Yes, seemed to.
Ques. Did he talk rationally?
Ans. Yes, seemed to when I talked to him.
Ques. That is all.

---

HANNAH SMITH sworn for the Complainant in rebuttal.

Direct examination by Judge Wescott:

Ques. Where do you live?
Ans. Philadelphia, 1857 Albert Street.
Ques. Did you live with Mr. Worth at any time in Philadelphia?
Ans. Yes, sir.
Ques. Did you go from Philadelphia with Mr. Worth's family to Burlington?
Ans. Yes, sir.
Ques. How long did you remain there?
Ans. In Burlington, six months.
Ques. What was your relation with Mr. Worth's family?
Ans. None at all; I just lived out with them, I was a servant girl.
Ques. Did you see Mr. Dubel?
Ans. Yes, sir.
Ques. How frequently did you see him?
Ans. I saw him every morning, between nine and ten o'clock.

Ques. Did you ever notice anything about Mr. Dubel's relations with Mr. Worth and his family?

Ans. Yes, sir; he thought a good bit of the children and Mr. Worth, also.

Ques. What made you think that?

Ans. He used to send the children bouquets around to the house when they were sick, and tell them to visit him, and come in there and eat; Mrs. Worth used to give him milk and homemade bread, and he used to enjoy that, and also his housekeeper.

Ques. His housekeeper came there, too?

Ans. Yes, sir.

Ques. Did you notice whether there was any evidence of friendship between Mr. Dubel and his housekeeper?

Ans. No, sir; I could not say that.

Ques. Did you see them together often?

Ans. They used to come over once a week, every Wednesday, together.

Ques. Do you remember any incident about the stove?

Ans. No, sir; the only thing I can think of, the kitchen stove that Mr. Dubel had there, and he said that Mr. Worth could have it.

Ques. Did he give it to Mr. or Mrs. Worth, or don't you recollect?

Ans. I think it was Mrs. Worth; Mr. John Dubel that lives in the house he wanted it, and Uncle Dubel said—

(Objected to.)

Ques. What did Mr. Dubel say?

Judge Gaskill: I object to what Mr. Dubel said.

The Court: Conversations with Mr. Dubel will have to be excluded—unless counsel can show me some ground on which they can be admitted

Judge Wescott: This is not a statement made to Mr. Worth, it is a statement by the deceased.

The Court: Yes, Judge Wescott is right, the witness is not a party, she is entitled to testify to statements made by Mr. Dubel.

(After hearing argument.)

The Court: I think it is competent for him to show, in view of the scope that the case has taken, and the issues as they are presented, statements made by Mr. Dubel which may indicate his relations with the complainant and his family. Objection overruled.

Ans. About the stove?
Ques. Yes.
Ans. He told Mrs. Worth she could keep it.
Ques. You said some other person wanted it?
Ans. That is John Dubel who used to live in the house.
Ques. How was he related to Mr. Dubel?
Ans. A nephew.
Ques. He wanted the stove?
Ans. He lived in the house and he wanted the stove back, he said it was his and Mr. Dubel said it was his, the old man Dubel, as I call him.
Ques. Firman?
Ans. Yes, he said it was his and Mrs. Worth could have it.
Ques. Did Mrs. Worth take the stove?
Ans. We used to do our cooking on it; it was in the outside kitchen.
Ques. It remained in your possession as long as you were there?
Ans. Yes, sir.
Ques. Did you ever know him to bring the children gifts while you were there?

Ans. In my time the only thing he brought them was bouquets.

Ques. Can't you recall anything else?

Ans. No.

Ques. Do you remember anything about fruit?

Ans. Yes, sir; I think the time when she was sick he called or brought it around, little Nettie, the little girl was sick.

Ques. That was during the first four months that Mr. Worth lived there?

Ans. Yes, sir.

Ques. Did you see Mr. Dubel in Mr. Worth's house?

Ans. Yes, used to come back in the dining room and eat and talk with them a little while.

Ques. Would he eat with them?

Ans. Yes, sir.

Ques. Sit at the table with the family?

Ans. Not with the family; just have a lunch for himself, and he would sit there and take his time about it.

Ques. Did you see him in the store?

Ans. Yes, sir; he would come through the store before he came in the dining room.

Ques. Did you ever see him read?

Ans. No, sir.

Ques. Never saw him read a newspaper?

Ans. No, sir.

Ques. Did you work in the store during the time you were there?

Ans. Yes, sir.

Ques. Did you also work for Mr. Worth in his store in Philadelphia?

Ans. Yes, sir.

Ques. Where was that located?

Ans. 2323 North Front Street.

Ques. How big a store was it about, as near as you can put it?

Ans. It was half a square in length, from Front Street to Hope Street.

Ques. How much frontage; how wide was it?

Ans. It was as wide as this room, so I don't know the width.

Ques. Do you remember whether that store was well stocked or poorly stocked?

Ans. It was well stocked.

Ques. How was the store stocked in Burlington?

Ans. As far as I know, pretty well, we took a lot with us from Philadelphia.

Ques. Do you know whether Mr. Worth purchased stock after he got into Burlington?

Ans. Yes, sir.

Ques. He did?

Ans. Yes, sir.

Cross-examination by Judge Gaskill:

Ques. I understand that you went with the Worth's when they moved from Philadelphia to Burlington?

Ans. Yes, sir.

Ques. And lived with them four to six months after they went there?

Ans. Yes, sir.

Ques. And then you left and went to some other service?

Ans. No, sir.

Ques. You didn't stay in Burlington?

Ans. No, I left to get married, to tell the truth.

Ques. Were you living with them in Philadelphia at the time they had the fire in the store?

Ans. Yes, sir.

Ques. How long was that before they moved up to Burlington?

Ans. Nine months, I guess, or a year.

Ques. That is all.

LIZZIE DAVIS sworn for the Complainant in rebuttal.

Direct examination by Judge Wescott:

Ques. Where were you born and brought up?

Ans. I was born near Philadelphia, but I must say I was raised up in the country, up in Florence, New Jersey; I was quite small when my parents moved from Philadelphia to Florence.

Ques. Do you know Mr. and Mrs. Worth?

Ans. I do.

Ques. Where do you live?

Ans. I live with Mrs. Worth.

Ques. How long have you lived with them?

Ans. It will be five years this coming June, if I live to see it.

Ques. Did you follow this young lady that just went off the witness stand?

Ans. Did I ever see her?

Ques. No, did you take her place at the Worths'?

Ans. Yes, sir; I took her place, because I often heard Mrs. Worth speak about her, and this is the first time I ever met her.

Ques. Did you know Mr. Dubel?

Ans. I was acquainted with him; I didn't know him until after I went with Mrs. Worth.

Ques. Did you have occasion to notice whether or not Mr. Dubel came to Mr. Worth's house?

Ans. Yes, sir; I often saw him there,—is that what you mean?

Ques. Yes.

Ans. Yes, sir.

Ques. How often did you see him there?

Ans. He used to come two or three times a week, and if he didn't come, I used to say to Mrs. Worth or to the children—

(Objected to.)

Ques. He used to come two or three times a week?

Ans. Yes, sir.

Ques. Did you notice what he did after he came there?

Ans. When he came there he would come out there in the kitchen and have some flowers planted around in the yard and him and I used to work at them, and he went down to the stable and read the newspapers and played with the children.

Ques. Did he eat there?

Ans. Yes, he always ate there pretty much when he came.

Ques. Pretty much always when he came, he ate there?

Ans. Yes, sir; at meal times he always sat down and ate.

Ques. Did he eat with the family?

Ans. Yes, sir; ate with the family.

Ques. You say he played with the children?

Ans. Yes, sir.

Ques. What do you mean by that?

Ans. Used to be with the children in the yard walking around and planting flowers, and he used to be with the children, that is all I ever seen him do, that is what I mean.

Ques. Did you ever know him to bring the children anything?

Ans. Yes, sir; he never did come but what he would bring them apples or candy or something, like anybody else, always brought the children something.

Ques. Do you remember anything else he brought the children, ever?

Ans. No, sir; I don't know anything else that he used to bring the children, only cakes and candies and things like that.

Ques. Did you ever see this little ring before?

Ans. I don't know; I seen a ring that baby got when

he was about two months old, about two months old I think he was, and they all went there to Uncle Firman's —I say Uncle Firman, I mean Mr. Dubel—one Sunday afternoon. I stayed there and kept house and they went out, and I think, yes, they did, they took tea, and they came home and Nettie she came running out and said, "Oh, Lizzie, Lizzie—

Ques. You must not say that; did she bring this ring?

Ans. Yes, sir; they ran out and said, "You ought to see the presents—

(Objected to.)

Ques. Did you ever see that little gold dollar?

Ans. I have.

Ques. When did you see that first?

Ans. On a Sunday evening; they went away Sunday afternoon.

Ques. Was it the same time that they brought the ring?

Ans. Yes, sir; the same time they brought the ring and the gold dollar, that is what I was trying to tell. I talk too fast, but what I am talking, I am talking in the name of the Lord, He is the one that fights my battles.

Cross-examination by Judge Gaskill:

Ques. Did you ever see any other gold dollar?

Ans. Never saw but the one gold dollar.

Ques. Mr. Worth and his whole family went to Mr. Dubel's to take tea?

Ans. They used to go there.

Ques. How often have you known them to go there?

Ans. Let's see, the first time Mrs. Worth went there was when the baby was about two or three months old, somewhere along there, they went there and then they went there once afterwards, as far as I know, but I don't know—the last time I don't think they took tea.

Ques. That is the whole family?

Ans. Yes, sir; when they came they pretty much all used to go, because the children used to cry to go to Uncle Firman's.

Ques. He had a large ground there with fruit trees and flowers?

Ans. I don't know; I was never there, but the flowers I spoke of he planted in our yard.

Ques. You used to help him take care of them?

Ans. I used to pull the weeds out for him, and the next day—why, I am talking too fast, excuse me.

Ques. That is all.

Ans. Thank you. Yes, I used to help the old gentleman because I used to like him; he made me a present of a large ironing-board.

Ques. You used to call him Uncle Firman?

Ans. Yes, sir; and sometimes Mr. Dubel, and sometimes I used to call him dear, just "My dear."

---

LOUIS M. KAPLAN sworn for the Complainant in rebuttal.

Judge Gaskill: May I ask a question about the oath?

The Court: Yes.

Examined by Judge Gaskill:

Ques. Do you recognize that oath as an oath that binds your conscience?

Ans. Yes, sir.

Ques. You are a Jew, are you not—excuse me—or a Hebrew?

Ans. Yes, sir.

Ques. You recognize the form of oath that was administered as one binding upon your conscience?

Ans. Yes, sir; I do.

Direct examination by Judge Wescott:

Ques. Where do you live?

Ans. Burlington, New Jersey.

Ques. What is your business?

Ans. Dry goods, clothing and general merchandise.

Ques. How long have you lived in Burlington?

Ans. 18 years.

Ques. Do you know Mr. Worth?

Ans. Yes, sir.

Ques. And his family?

Ans. Yes, sir.

Ques. Did you know Mr. Dubel?

Ans. I did.

Ques. How long have you known him?

Ans. Well, the first time I seen him was in Mr. Worth's house, I knew him by sight, but I was not very much acquainted with him.

Ques. Can you recall that incident when you saw him at Mr. Worth's house; when it was?

Ans. I can't.

Ques. What was he doing there?

Ans. Sitting there on the bench and talking when I seen him.

Ques. How long was that after Mr. Worth went there?

Ans. Well, I can't remember just exactly.

Ques. Can you give us some idea; was it a thousand years?

Ans. No, maybe it was six months or a year, or a little over.

Ques. Mr. Worth had been there some time?

Ans. Yes, sir.

Ques. You didn't know Mr. Dubel before that?

Ans. I know him by sight; I seen him go by.

Ques. How often had you been in the habit of seeing Mr. Dubel before that time, before you saw him at Mr. Worth's house?

Ans. Maybe once a month or so go by the store.

Ques. Did you see him drunk or under the influence of liquor?

Ans. Never saw him drunk at all.

Ques. After you saw him at Mr. Worth's house, how frequently did you see him?

Ans. Sometimes see him go by and not know who the man was.

Ques. Did you ever see him afterwards at Mr. Worth's house?

Ans. Yes, sir.

Ques. How often?

Ans. I used to come in sometimes once a week or once a month, sometimes twice a week; sometimes I found him and sometimes not, most times he was there.

Ques. You went there and saw him that often yourself?

Ans. Yes, sir.

Ques. What did you see him doing?

Ans. Didn't do anything, simply sat and talked, played with the children sometimes.

Ques. That is all.

Not Cross-examined.

---

CHARLES H. BRITTON sworn for the Complainant in rebuttal.

Direct examination by Judge Wescott:

Ques. Where do you live?

Ans. I live in Mercer County now.

Ques. In this State?

Ans. Yes, sir.

Ques. Formerly you lived where?

Ans. I used to live under Uncle Firman Dubel; I lived under him three years nearly, before his death. I lived at his place at his death, and I finished out my year up to the coming 25th of March.

Ques. Where was that place?

Ans. On the New York road running from Burlington out to the Columbus and Burlington stone road.

Ques. That was a farm that Mr. Dubel owned?

Ans. Yes, sir.

Ques. Did you rent it of him?

Ans. Yes, sir.

Ques. How long were you occupying that farm do I understand?

Ans. Three years.

Ques. Under a written or oral lease?

Ans. No, sir; no lease, just a verbal agreement between him and I.

Ques. How often did you pay him rent?

Ans. Well, whenever I had $25, $30 or $40 I gave it to him, and I used to ask him for a receipt, and he said "Charlie, don't need to give me any receipt, when you pay me what you owe me that is ended, there will never be any scratches against you, and if you don't owe me anything there will be nothing charged up against you."

Ques. Did he come to you for the rent?

Ans. No, sir; I used to pay him sometimes in Mr. Garwood's Hotel, sometimes at his own house and sometimes at my house. He used to take dinner with me on hog-killing day; I used to go for him or send my son in for him.

Ques. What was the last time he came to you on hog-killing day?

Ans. The second year I was on the premises.

Ques. Do you remember what year that would be?

Ans. I can't exactly tell you, I am not much of a reader myself; I think it was about 1892 or '03.

Ques. 1902 or '03?

Ans. Yes, as near as I can tell; I can't tell exactly without I figure it up.

Ques. Did he come there in 1904?

Ans. He was there the year that he died, about three or four months; Benjamin Gaunt put a new roof on his barn and got me to go to Mt. Holly to get him, and I did, and they made a bargain on Sunday, and Mr. Gaunt was to furnish the shingles and put the roof on.

Ques. That is, Mr. Gaunt and Mr. Dubel made a bargain?

Ans. Yes, sir; Benjamin Gaunt was to put a new roof on for Firman Dubel?

Ques. Yes, sir; and he came out to your place?

Ans. I met Ben Gaunt at Burlington and took him to Uncle Firman's, and then we went to the farm and made a bargain, and Gaunt put the roof on, the shingles were ordered, and he put them on, and as near I can tell, Uncle Firman paid the bill,—Ben told me so.

Ques. That was how long before he died?

Ans. About three or four months before he died, and George Wunderlin, the carpenter, built the kitchen, Uncle Firman was there pretty much every day while the business was going on looking after it.

Ques. About how long a time did that stretch over?

Ans. The building?

Ques. Yes.

Ans. I imagine about four to five weeks, something like that.

Ques. And Mr. Dubel was there about every day?

Ans. Well, pretty much; not every day, once in a while a day he missed, but generally he would be there every day pretty much.

Ques. Looking after matters?

Ans. Yes, sir.

Ques. Did you hear him talk any?

Ans. Yes, sir; always talked, came into the house and talked to me and my wife, when we got tired we took a rocking chair and sat out under the maple trees.

Ques. Did he talk rationally?

Ans. Apparently as much as he ever did; I lived under him three years.

Ques. When did you pay him the last rent?

Ans. Just a short time before he was taken sick I squared up with him, I said "How much more do I owe you?" He said "This one did it, whenever you want yours you know where to come."

Ques. What?

Ans. He owed me a little.

Ques. He told you whenever you wanted yours—

Ans. I knew where to come and get it.

Ques. What was the rental, what was the amount of rent due?

Ans. What I was to give him?

Ques. Yes.

Ques. I was to give him one and a quarter hundred, and then I was going to leave the farm.

Ques. You don't understand; you didn't pay him a fixed sum at a fixed time?

Ans. No, there was no time fixed; I was to pay him whenever I had it during the year.

Ques. The question I want to ask you is, did Mr. Dubel know what was due him, or how did you arrive at that?

Ans. What was that?

Ques. Did Mr. Dubel know what was due him?

Ans. I suppose he kept an account of it. I could not tell you; whenever I paid him I tried to keep an account, and when I made the last payment, I asked him how much more I owed him, and he always appeared to know, he always told me that settled it. I suppose he had an account of it, I don't know, I always paid him, and when he said I had everything straight, I took it for granted that was a settled thing.

Ques. He knew what was due him?

Ans. Yes, he must have known, or he would have told me that I owed him more, because he was a man that liked his dollars, but he was always square.

Ques. During those three years, did you see Mr. Dubel under the influence of liquor?

Ans. I did see him once so that I didn't think he was capable of doing business; yes, sir.

Ques. Where was that?

Ans. He had been to a hog killing, he and Mr. Fields, William Fields.

Ques. Fields was sober?

Ans. Well, no; neither one, but they had been to a hog killing, and on the way they drove into my yard, and I said, "Uncle Firman, I see you got around?" He said, "Yes, I thought I would stop in and see you." I said, "Won't you get out and come into the house?" He said, "I will," and he came in and my wife met him, we all thought a good bit of him, he was a very nice old man, and when he got pretty close to my wife, he reached out his hand, and she took him by the hand, and we went in, and I said, "You had a pretty good day?" he said, "Yes, he had been to a hog killing, and you know what men will do, especially farmers, they always like something strong at a hog killing," and if a man wanted to pay him any money at that time I don't think he was capable of taking it; whenever I have given him money he always counted it and put it in his pocketbook, but I could not say how often he had been that way, I was not with him all the time, I only met him, after he was sick I met him every day, I went to his house.

Ques. That was his last sickness?

Ans. No, that was his first sickness.

Ques. How long did that last; his first sickness?

Ans. I could not exactly tell, but I think some two or three weeks, maybe longer, but somewhere in the neighborhood of that as near as I can tell.

Ques. You were there every day then?

Ans. I went there every day, and he said, "Charlie, come up to-morrow if you have time," so I used to go.

Ques. What was the trouble, rheumatism?

Ans. I think so, his feet, could not walk.

Ques. Were you ever at Mr. Worth's house?

Ans. Oh, yes; I have been in the store, occasionally; I often stop there.

Ques. Did you see Mr. Dubel there ever?

Ans. I seen him there different times; I could not say how many times, but different times; I would go in Burlington to see Uncle Firman, to see how he was getting along, and I went around to the house, and Anna, that is the housekeeper, the girl is dead, and she said, "I don't know, I guess you will find him up to the corner," and I went to Garwood's and didn't see him, and then I saw him sitting at Mr. Worth's.

Ques. When the housekeeper said "You will find him at the corner," that was Mr. Worth's?

Ans. She meant either Mr. Garwood's or Mr. Worth's.

Ques. What did you see him do at Mr. Worth's?

Ans. Sitting down or standing up or Mr. Worth leaning against the counter talking; that is about all I saw.

Ques. Did you ever see Mr. Worth at Mr. Dubel's?

Ans. Yes, I have seen him down there.

Ques. Do you remember any special circumstance when you first met Worth?

Ans. When I first met Mr. Worth after he had been in there talking to Uncle Firman, he went out and said "Good-bye, Uncle Firman, I will go home," he said "Good-bye, come down and see me again."

Judge Gaskill: Objected to as incompetent, being self-serving declarations.

The Court: Were these statements made by Mr. Worth or Mr. Dubel?

Judge Gaskill: This conversation he is stating is between Mr. Worth and Mr. Dubel.

The Court: I think it is competent.

Judge Gaskill: We ask for our objection?

The Court: Yes.

Ques. Go on and tell us about that.
Ans. What was that?
Ques. What you were just telling us about, about Mr. Worth.
Ans. Mr. Worth would be in there, and after he went out, he said to me, "Charlie, you know that man—
Ques. Who went out?
Ans. After Mr. Worth went out, after he went out of the house, out of Uncle Firman's house. When Mr. Worth went out of Uncle Firman's house, he said to me, do you know that gentleman? I said "No."

Judge Gaskill: This is now a little different line and I make the same objection that I made before to any declaration or statement by Firman Dubel.

The Court: The objection is overruled.

Ans. He said, "That is Mr. Worth, the man that lives in my house." "What house?" "Up there, that has a shoe store." "Oh," I said, "that is him?" "Yes." I said, "I never knowed him before." That was about a short time after he came there, and so it went on, and I said, "Has he got a clothing store?" He said, "I guess he is going to keep a little clothing line, he is fitting up now down there, and that is all that was said between me and Uncle Firman about Mr. Worth.

Ques. Do you remember any other occasion that involved a pair of slippers?

Ans. Yes, sir; when he was lame, Mr. Worth brought a pair of carpet slippers, and he said "Uncle Firman, I brought you a pair of carpet slippers, you can get them on;" and after he tried them he said "I think they will be all right."

(Same objection; objection overruled.)

Ans. He said "That is all right, how much?" He said "That is all right, never mind about the price, the price will not be heavy," just so. He said "All right, I will settle for them some time, and anything you want,—Mr. Worth said—"anything you want, just send around to my place and get it." That was all that passed between Uncle Firman and him in my presence. William Fields, I believe, put the slippers on him.

Ques. How often did you see him, give us your best judgment, Mr. Dubel, during those three years that you had his farm?

Ans. I don't know; I expect I saw him a hundred times; I saw him very often. I never went into Burlington if he was in town but I saw him.

Ques. Did you ever see him under the influence of liquor at any time except the one time you have stated?

Ans. I have seen him when he has been drunk, but I never saw him when he has been so that I didn't think he was capable of doing business except that once, but he was a man that liked to have his bitters, but when he thought he had enough he liked to cut them pretty small, and he would drink a good many before he had one whole one.

Ques. Did you ever hear Dubel make any statement about his relatives?

Ans. I have, yes; not any more than anybody else, I suppose.

(Objected to as irrelevant and incompetent.)

Judge Wescott: To show his attitude toward his relatives and what he thought of them. I don't know whether it appears that he had no family.

Ques. Do you know whether Mr. Dubel had a family?
Ans. He never did, he told me he never was married, that is all I know.

Judge Wescott: It is a fact and may be important to show Mr. Dubel's reason for doing what he did do.

The Court: It may be relevant, I think it should be admitted; objection overruled.

Ques. What did you hear him say?
Ans. In regard to his relatives?
Ques. Yes.
Ans. Well, I heard him say that if he didn't die too soon, the Dubels had all that they would ever get, with the exception of two or three of them that he thought pretty well of, I don't know which they were; I didn't ask any questions, because I don't thing it concerned me.
Ques. Did you have a claim against the estate?
Ans. Well, yes, but it is settled.
Ques. Is that what you referred to a moment ago in your testimony?
Ans. Yes.
Ques. When you said Mr. Dubel owed you something?
Ans. Yes, sir; the executor of the estate settled it.
Ques. While you were on Mr. Dubel's farm did you supply him with anything?
Ans. Yes, sir; anything that growed on the farm that he wanted, chickens, eggs, or butter or beef, I killed a beef and took it in and I took him potatoes; I hadn't got his potatoes into him that fall—yes, I had—I took him

potatoes in the fall. He didn't want very many; I used to take him five or six baskets, something like that.

Ques. How often did you take him stuff?

Ans. Different times, sometimes he would get eggs when he came out to my place; Mr. Fields brought him, so he would always drive him and sometimes he would get eggs and chickens, once in a while, I could not exactly say how often now, but he would get these things, and then he would tell me to keep an account of them. Of course I did it the best I could, I didn't have much education, just marked it down, that is the way we did it.

Ques. Was that the basis of the claim that you had against the estate?

Ans. Yes, sir; that was some, and carting and the like of that.

Cross-examination by Judge Gaskill:

Ques. Why is it you called him "Uncle Firman?"

Ans. Well, he was an old man; he was not an uncle of mine, but I always called him Uncle Firman.

Ques. Wasn't that the name by which he was generally addressed?

Ans. I believe he was, so far as I know everybody, mostly young people always called him Uncle Firman, even Mr. Garwood and everybody always said, "Well, Uncle Firman, how are you to-day?"

Ques. Mr. Garwood was the hotel keeper?

Ans. Yes, sir.

Ques. And when Annie Clutch told you you would find Uncle Firman down at the corner, you would go down to the corner on which Mr. Garwood's hotel was located?

Ans. Yes, sir.

Ques. That was the corner of Union and High?

Ans. Yes, sir.

Ques. And on the opposite corner, or second door from the corner was this store that Mr. Worth occupied?

Ans. Yes, sir.

Ques. That was not on the corner but next to it?

Ans. Yes, sir, next to the drug store.

Ques. The drug store on the corner of Union and High opposite the hotel, and this is next to that?

Ans. Yes, sir.

Ques. What time of the day was it that you usually went into Burlington?

Ans. I would not go in always at one time, sometimes in the morning, sometimes in the forenoon, and sometimes in the middle of the afternoon.

Ques. But your general practice was to get in there early in the morning with your truck?

Ans. Sometimes, and sometimes I would go in and I would not see Uncle Firman, I would see William Fields, and I would say, "Where is Uncle Firman to-day?" "Well," he would say, "he went away or was not feeling good." Maybe there were times when I went to see him and would not see him, but whenever I was in Burlington I would see him if he was in town.

Ques. Was Mr. Fields with him generally?

Ans. Generally, whenever he was not at work he would be with him.

Ques. Did you and Uncle Firman ever take a drink together?

Ans. Yes, sir.

Ques. Who did the treating?

Ans. Uncle Firman treated and I treated him; I would take a drink and he would take one, and sometimes when he saw a third man, he would say "Come up and have one," he always tried to get three drinks for a quarter, and he always paid for what he got, and we would all have a good sociable drink together. I am not very much of a fellow to drink, but I always liked the old man, and when I thought I had enough I cut it short so as to keep on top.

Ques. Mr. Dubel had some forty or fifty nieces or nephews?

Ans. I think he had; yes, sir, Mr. Gaskill.

Ques. And one of his nephews, John Dubel, had occupied this store before Worth had?

Ans. One of the Dubels, I could not tell his name; I don't know his name. I know his brother's children out there by Mount Holly, Bar Dubel and Joe Dubel, but these others around Burlington I was not so well acquainted with them.

Ques. Was it not a fact that the old man felt sore that this nephew had the store and failed in business and he had been compelled to take the property off his hands?

Ans. Probably.

Ques. Wasn't that the origin of the talk about his nieces and nephews?

Ans. I don't know, he said "I had to fire this Dubel out of the place, he was not doing anything," something like that. I never went into it to find out all I could find out. I just listened to what he said, and that is about all.

Ques. Was he drunk or sober?

Ans. Apparently sober, as I generally saw him. I always saw him fit to do business. If you owed him five dollars and you were ready to pay, he would always be ready to hold his hand out to take it; that is the best I can say.

Ques. This claim you had, you say you had paid to Mr. Dubel the rent you had agreed to pay?

Ans. Yes, sir.

Ques. Sort of a custom there among the tenants of truck farmers to pay the landlords as they sell the truck?

Ans. Some of them do, but it depends altogether who you live on; some have the time specified to pay a certain amount, and some others have not. Now, if you live under a man like Uncle Firman was, of course, if you were dealing with him and square, he would always give you a chance, and as long as you tried to pay he would

never hurry you, and just as soon as you failed you would soon see him after you, because he wanted his money, and if you didn't give it you would not stay there long.

Ques. You had a claim against him for certain repairs on the farm and for carting?

Ans. Yes, sir; that I done.

Ques. And notwithstanding that claim you paid him you say, all the rent that was coming to him?

Ans. The reason I never asked him to pay me I will tell you, when he was building the kitchen on the house he came and put his hand on my wife's shoulder and he said, "Now, whenever you want this house built and anything you want done here, you have it done," and he said, "You are the ones that is going to live here," and he said "When I am dead and gone I will fix things so that this property will be your'n," and he told the mason to fix the house as we wanted it, so we wanted the chimney changed and they put it there, and they built a cupboard just where my wife said.

Ques. After his death you presented a claim against the estate?

Ans. Yes, sir.

Ques. And that was disputed?

Ans. It was.

Ques. And you employed a lawyer?

Ans. Yes, sir.

Ques. And there was finally a compromise agreement?

Ans. Yes, sir; settled.

Ques. That is all.

---

MISS REBA ROSEN sworn for Complainant.

Direct examination by Judge Wescott:

Judge Gaskill: Do you recognize the form of oath that

has just been administered as binding upon your conscience?

The Witness: Yes, sir.

Judge Gaskill: You are a Jew or Hebrew?

The Witness: A Jewess.

Ques. Where do you live?

Ans. 524 North 12th Street, Philadelphia.

Ques. How are you related to Mr. and Mrs. Worth?

Ans. I am a niece to Mrs. Worth.

Ques. Do you recollect on one occasion visiting them at Burlington?

Ans. Yes, sir.

Ques. What was the occasion for your going there?

Ans. I always visited them during the summer; I always came to visit them.

Ques. Do you remember going there once at a birthday of one of the children?

Ans. I do.

Ques. Which child was that?

Ans. That was Nettie.

Ques. Do you remember when it was?

Ans. It was in November.

Ques. Of what year?

Ans. 1904.

Ques. Do you recall hearing any conversation between Mr. Dubel—did you know Mr. Dubel?

Ans. I didn't know him by his last name, but I knew him as Uncle Firman.

Ques. You knew a gentleman called "Uncle Firman?"

Ans. Yes, sir.

Ques. Did you on any occasion hear a conversation between him and Mr. Worth?

Ans. Well, I heard several; one I heard—

Ques. What was the one you were going to state?

Judge Gaskill: I enter an objection to the repetition of this conversation.

The Court: The objection will be overruled. I think the witness had better fix the time first.

Ques. When was that conversation?

Ans. That was when I came there for the birthday party of my cousin.

Ques. What day of the month was it?

Ans. I really don't know.

Ques. But it was in November, 1904?

Ans. Yes, sir.

Ques. How did you happen to hear this conversation, whatever it was?

Ans. Because I stayed there a couple of days and I happened to come down late in the morning and have my breakfast late, and overheard a conversation between Uncle Firman and Mr. Worth.

Ques. Where were you at the time?

Ans. I was in the breakfast room?

Ques. In the dining room?

Ans. No, in the breakfast.

Ques. Where was that?

Ans. It was next to the dining room.

Ques. Where were Uncle Firman and Mr. Worth?

Ans. They were in the dining room.

Ques. Can you tell about what time in the day it was?

Ans. It was about ten or a little after ten in the morning.

Ques. What was it that you heard?

Ans. I heard Mr. Dubel, as I call him, or Uncle Firman, say that he wanted Mr. Worth to have the two houses, the one he lived in and the one that Dr. Dingee

is living in, and Mr. Worth said, "Well, I would like to fix up first."

Ques. "Like to fix up first," is what Mr. Worth said?

Ans. Yes, sir; well, he said, "I want you to have these two houses." Mr. Worth said, "Why do you want me to have those two houses?" He said, "Well, Miss Annie is dead now, I want you to have these houses and you can settle for the rest at the beginning of the year."

Ques. What two houses did you understand?

Ans. The house he is living in and Dr. Dingee's house.

Ques. Who was it that he said was dead?

Ans. Miss Anna.

Ques. Who was she, did you understand?

Ans. She was the housekeeper.

Ques. Do you recall any more conversation that you heard?

Ans. They had conversation, used to come in.

Ques. On this occasion do you recall anything further?

Ans. No, sir; I was called away; I was called upstairs.

Ques. Do you recall anything else that occurred on that occasion?

Ans. No, sir.

Ques. Were you there often at Mr. Worth's?

Ans. Yes, sir.

Ques. How often were you there?

Ans. I used to come and visit him during the summer, and then used to come and visit him on Sunday, sometimes used to stay over night during the winter.

Ques. Did you see Mr. Dubel there?

Ans. Yes, sir.

Ques. How frequently?

Ans. Sometimes every day, and sometimes two or three times a day.

Ques. What did you see Mr. Dubel do there?

Ans. He used to come in and sit and talk with us, eat, always talked and joked there.

Ques. Do you recall his ever bringing anything to the children?

Ans. Yes, sir.

Ques. What?

Ans. He brought fruit, brought flowers.

Ques. Did you talk to him yourself?

Ans. Yes, sir.

Ques. Do you remember ever going riding with him, or anything of that sort?

Ans. Yes, sir; I do.

Ques. When was that?

Ans. That was during the summer.

Ques. Of what year?

Ans. I really don't remember.

Ques. Don't remember the year?

Ans. No, sir.

Ques. Can you tell how long it was before he died?

Ans. He died in 1904, December.

Ques. That was 1903?

Ans. I think so.

Ques. What was that occasion, just explain it to the Vice-Chancellor.

Ans. Well, he happened to come into the house and he said he wanted me to go out riding and take the children, he was very fond of them, and I was to go out riding with him.

Ques. Did you take the children?

Ans. Yes, sir; took one of my cousins.

Ques. One of these little girls?

Ans. Yes, sir.

Ques. What time of the day was that?

Ans. That was sometime in the morning, sometimes in the afternoon.

Ques. Did you go out with him more than once?

Ans. Yes, sir.

Ques. Do you remember where you went?

Ans. I didn't live in Burlington, I didn't know where I was going; I knew I was in good hands.

Ques. When you saw him there, did you ever see him at any time under the influence of liquor?

Ans. No, sir.

Ques. Did you ever see him drink liquor in Mr. Worth's house?

Ans. Only once as we were about to sit down to a meal he took a drink.

Ques. With Mr. Worth?

Ans. No, by himself.

Ques. Where did he get the whiskey or whatever it was?

Ans. I don't know what it was, but it just happened to be on the table.

Ques. Did you ever see him sit with the rest of the family and eat ever?

Ans. Yes, sir.

Ques. More than once?

Ans. Yes, sir.

Ques. Did you ever see him do any reading?

Ans. I never saw him read.

Ques. That is all.

Cross-examination by Judge Gaskill:

Ques. As I understand, Mrs. Worth is your aunt?

Ans. Yes, sir.

Ques. How soon after they moved to Burlington did you first visit them?

Ans. I visited them the same year.

Ques. The same year?

Ans. The same summer.

Ques. How long did you stay on that occasion?

Ans. I stayed a little over a month.

Ques. Stayed up there a month?

Ans. Yes, sir; a little over a month.

Ques. Did you help them in the store?

Ans. Yes, sir.

Ques. And did you visit them again that year?

Ans. Yes, sir.

Ques. When?

Ans. It was in the winter I came to visit them and stayed a couple of days.

Ques. What year was that?

Ans. That was in 1902.

Ques. What part of the winter was it that you were there?

Ans. After I left in September I would come the latter part or two or three times a month during the winter season and stay a couple of days.

Ques. Assist in the store then or simply visit?

Ans. Just to visit.

Ques. How many times did you visit there in 1903?

Ans. I visited them for the summer, and then I visited them during the winter season.

Ques. How long were you there in the summer of 1903?

Ans. I came about the middle of July and stayed until the latter part of August or September.

Ques. Did you assist in the store during that time?

Ans. Yes, sir.

Ques. How many times during that winter of 1903 were you there?

Ans. Well, I don't know the times, but I used to come two or three times a month.

Ques. Are you sure that you came two or three times a month during that winter?

Ans. Yes, sir; whenever I didn't have any engagement, I used to go.

Ques. What do you mean by engagement?

Ans. Social affair in the city.

Ques. How many times did you visit them in 1904?

Ans. Well, I visited them during the summer.

Ques. The summer of 1904?

Ans. Yes, sir.

Ques. How long did you stay then?

Ans. About the same time.

Ques. Mr. Dubel was sick during that time, was he not?

Ans. He didn't feel very well.

Ques. And he was in the house until early July of that year?

Ans. I didn't go until the middle of July to visit them.

Ques. And then he was somewhat lame or halt in his walk, dragged?

Ans. Yes, sir; he used a cane.

Ques. How long did you stay that summer of 1904?

Ans. About the same time; came the middle of July and stayed until in August or September.

Ques. And then after you went home in September when did you next come up?

Ans. I came up for the birthday.

Ques. Came up specially for the birthday?

Ans. Yes, sir.

Ques. How long did you stay on that occasion?

Ans. I stayed about, quite a few days; I don't remember the amount.

Ques. When was the birthday in November, the early part of the month or the latter part of the month?

Ans. Well, the child's birthday, but the party was given different.

Ques. The party was not given on the birthday?

Ans. No, sir.

Ques. You were at the party?

Ans. Yes, sir.

Ques. When was it you were there, the early part of the month or the latter part of the month?

Ans. It was about the middle of the month.

Ques. As near as you can tell it was the middle of the month?

Ans. Yes, sir.

Ques. Is that the time you went driving with Uncle Firman?

Ans. No, sir; I went driving during the summer.

Ques. Of 1904?

Ans. Three and four; when I was first introduced to him he invited me to go out driving with him, not alone with him, I didn't go by myself.

Ques. Let me direct your attention to the summer of 1904, did you go driving with Mr. Dubel during the summer of 1904?

Ans. Yes, sir.

Ques. You are sure of that?

Ans. Yes, I went once.

Ques. What time in the summer was that, July or August, or early September?

Ans. I think it was in July, I am not sure.

Ques. Who drove?

Ans. There was another gentleman drove, I don't know his name, I think they called him Billy.

Ques. Would you know him if you were to see him?

Ans. Yes, sir.

Judge Gaskill: Mr. Fields, will you stand up?

Ans. Yes, that is the gentleman.

Ques. Was it in the morning or afternoon, Miss Rosen?

Ans. Sometimes he would—

Ques. This one time in July, 1904?

Ans. Well, I don't remember.

Ques. Who else went along besides the driver and Uncle Firman and yourself?

Ans. I think one of my cousins.

Ques. One horse or two horses?

Ans. That I don't remember.

Ques. What kind of a carriage was it, an open carriage or a carriage with a top?

Ans. An open carriage.

Ques. No top to it?

Ans. No, sir.

Ques. You are sure of that?

Ans. Yes, it was an open carriage.

Ques. How long were you out driving?

Ans. Well, I don't know, about half an hour or so.

Ques. Did you go out into the country or jog around the streets of Burlington?

Ans. They went into the country always, I didn't know where I was going.

Ques. I ask you about this drive in about July, 1904, only that one, did you get outside of the city or just around the city streets?

Ans. They went a little into the country.

Ques. Where did you sit in the carriage?

Ans. I generally sat in the back seat.

Ques. I don't care what you generally did, I am asking about July, 1904?

Ans. On the back seat.

Ques. Who sat on the back seat with you?

Ans. Uncle Firman, and my cousin sat on the front seat.

Ques. Uncle Firman chose the best seat?

Ans. No, he was very friendly, he was an older man, I let him go in first.

Ques. And then you got in and sat with him?

Ans. Yes, sir.

Ques. And the little girl sat on the front seat with Mr. Fields, Billy?

Ans. Yes, sir.

Ques. Do you remember what time in 1904 in November when you went up to Burlington?

Ans. It was about the middle of the month.

Ques. What do you say?

Ans. About the middle of the month.

Ques. Had you ever been around to Uncle Firman's house before that time?

Ans. Before November?

Ques. Yes.

Ans. In the summer when I was visiting there.

Ques. You knew the housekeeper then?

Ans. Yes, sir.

Ques. Annie Clutch?

Ans. I didn't know her last name.

Ques. Anna?

Ans. Miss Anna.

Ques. When you went up there in 1904 you learned that Annie had just died? 10

Ans. Yes, sir.

Ques. And Uncle Firman felt her loss very deeply?

Ans. Yes, sir.

Ques. Very much grieved over it?

Ans. Yes, sir.

Ques. They had lived together a great many years, as you understood?

Ans. Yes, sir.

Ques. How long did you stay on this occasion in November, 1904, at your uncle's and aunt's? 20

Ans. I don't remember the date; I stayed quite a number of days.

Ques. How long did you stay there on that occasion, did you tell me?

Ans. Quite a number of days.

Ques. How many days had you been there at the time you were late for breakfast, on the morning you spoke of?

Ans. I don't remember.

Ques. You don't remember whether it was the first day after you got there, or the second or third day? 30

Ans. No, sir.

Ques. What time in the morning was it you came down stairs?

Ans. About ten or a little after ten.

Ques. You had slept very late that morning?

Ans. Yes, sir.

Ques. Had there been a party the night before?

Ans. No, sir; not that I remember.

Ques. You came down in the breakfast room?

Ans. Yes, sir.

Ques. And that is not the room that is called the dining room of the house?

Ans. No, sir.

Ques. It is next to the dining room?

Ans. Yes, sir.

Ques. Is there a door between the two rooms?

Ans. Yes, sir.

Ques. A large door or a single door?

Ans. A single door.

Ques. Was the door open or closed?

Ans. Open.

Ques. Was it entirely open or only part way open?

Ans. It was open on the room; I don't know how wide it was open, because I don't remember.

Ques. Were they in the dining room when you came down into the breakfast room, or did they come after you got down stairs?

Ans. No, they must have been in there before I came down.

Ques. Was this bottle of whiskey in the dining room on the table at that time?

Ans. They didn't have the bottle of whiskey at that time, but I don't know what kind of liquor it was.

Ques. Was this liquor or any liquor there at that time?

Ans. No, sir; not when I came down that morning.

Ques. You don't know what they had done before you came down?

Ans. No, sir.

Ques. You didn't go in and take any part in it at all?

Ans. No, sir.

Ques. You simply heard what you have repeated, and did you go out first or did they go out?

Ans. I was called upstairs.

Ques. You were called upstairs, and when you came down stairs had they gone out?

Ans. I didn't think any more of it and I forget all about it.

Ques. Were they in the dining room when you came down stairs?

Ans. I don't know; I don't remember.

Ques. Did you hear any of this talk before you sat down to your breakfast?

Ans. When I sat down I heard them talk.

Ques. Did you wait on yourself or did the servant wait on you at breakfast?

Ans. A servant brought in some milk for me.

Ques. And you were busily eating your breakfast?

Ans. Yes, sir.

Ques. And paying no attention to what they were saying?

Ans. I overheard the conversation.

Ques. You were not paying any special attention to what they were saying?

Ans. I did, I listened.

Ques. What was the first thing that you heard said and who said it?

Ans. Uncle Firman said it, Mr. Dubel.

Ques. Was that the very first thing you heard?

Ans. The first thing I heard.

Ques. And that was the first person you heard speak?

Ans. Yes, sir.

Ques. You didn't hear Mr. Worth say anything before that?

Ans. No, sir.

Ques. What did Uncle Firman say?

Ans. He said he wanted Mr. Worth to have the house he is living in and the house that Dr. Dingee is living in.

Ques. Didn't he say that those were the houses that he had left to Annie Clutch in his will?

Ans. I didn't hear that; no, sir.

Ques. Didn't he say that he had left the homestead to Annie Clutch?

Ans. No, sir; I didn't hear anything like that.

Ques. You heard them speak about Annie Clutch, didn't you?

Ans. No, sir.

Ques. You heard them speak about the fact that Annie Clutch was just dead?

Ans. Yes, sir; he said that Miss Annie had died.

Ques. You heard him say that?

Ans. Yes, sir.

Ques. Wasn't that what you heard him say, that he had left the homestead to Miss Anna in his will, and that now he would have to make some different arrangement about it?

Ans. No, sir; I didn't hear him say anything like that.

Ques. Nothing like that?

Ans. No, sir.

Ques. But he did speak about Miss Anna?

Ans. Yes, sir.

Ques. Didn't he say something about his will?

Ans. No, sir.

Ques. You didn't hear anything of that kind?

Ans. No, sir.

Ques. (By the Court) What did he say about Miss Anna?

Ans. He said that Miss Anna was dead and he wanted Mr. Worth to have the two houses. Mr. Worth said he would want to settle for this one first, the house he was living in, and he said, "I want you to have these two houses, and Miss Anna is dead, and we will fix it up at the beginning of the year for this one that you are living in."

Ques. (Further Cross) How long were you in the breakfast room before you were called upstairs?

Ans. Well, I really don't remember.

Ques. Five minutes or ten minutes?

Ans. I don't remember.

Ques. Did you get your breakfast before you went upstairs?

Ans. Yes, sir.

Ques. Had you finished?

Ans. I had finished a good part of it.

Ques. That is what I want to know, whether you had a full breakfast or simply a little luncheon?

Ans. I am very fond of bread and butter and I eat a great deal of that, and I take my time eating that.

Ques. Then you were in the breakfast room quite a while before you were called upstairs?

Ans. I don't remember how long.

Ques. And all that you can remember of what was said, is what you have told us here?

Ans. Yes, sir.

Ques. You can't remember anything else?

Ans. No, sir.

Ques. Who did you first tell this to after that morning?

Ans. I didn't tell it to nobody.

Ques. How was it that this gentleman knew anything about it, your uncle, and his counsel?

Ans. My folks at home found something in one of the Philadelphia papers, and I visited my uncle.

Ques. How long ago was it that your folks found out something about this case in the Philadelphia papers?

Ans. That was 1905.

Ques. Three years ago?

Ans. Yes, sir.

Ques. And then who did you tell about this matter?

Ans. I told my uncle and aunt.

Ques. Did you go to Burlington to tell them about it?

Ans. I went for a visit and told them.

Ques. You haven't thought this conversation of enough importance to speak about it to your uncle or aunt until after Mr. Dubel was dead?

Ans. No, sir; I never thought of it any more.

Ques. You never thought of saying anything about it during the rest of your stay?

Ans. No.

Ques. Never asked your uncle about his buying the properties?

Ans. No.

Ques. And never said anything to your aunt about it?

Ans. No, sir.

Ques. That is all.

Re-Direct:

Ques. Did you go to Mr. Brian's office?

Ans. I went to Mr. Brian's office once.

Ques. And you told Mr. Brian, also, about this?

Ans. Yes, sir.

Re-Cross:

Ques. When was this?

Ans. That was in March.

Ques. Of which year?

Ans. Of this year.

Ques. Of this year, or a year ago?

Ans. Mr. Brian's office was this year.

Ques. That is all.

---

DR. JACOB M. DAVIS sworn for Complainant in rebuttal.

Direct examination by Judge Wescott:

Ques. Where do you live?

Ans. Burlington.

Ques. What is your business?

Ans. Physician.

Ques. How long have you been a doctor?

Ans. Eight years, going on nine now—no, seven going on eight.

Ques. Did you know Mr. Dubel?

Ans. Yes, sir.

Ques. Did you attend him in his last sickness?

Ans. Yes.

Ques. How long did that illness last, about?

Ans. From the 22nd or the 21st, I forget which, to the 28th day of December.

Ques. What was the trouble with him?

Ans. General debility and old age.

Ques. Had you attended anybody in his family before his death?

Ans. Yes.

Ques. Who?

Ans. Miss Anna Clutch.

Ques. When did you attend her?

Ans. I just forget now, I think she died in November in the same year.

Ans. She died November and he in December?

Ans. Yes, I think she died in November.

Ques. Who paid for your services for attending her?

Ans. I thought yesterday that Uncle Firman paid them, but I find that he didn't pay me, he paid my wife.

Ques. At the time she was sick did you have any interviews with Uncle Firman; see him frequently?

Ans. Yes, I saw him about the house.

Ques. Did you talk to him?

Ans. Yes, sir.

Ques. Was he rational?

Ans. Yes.

Ques. Did you see him outside of the house during that time?

Ans. I can't remember that.

Ques. Now, before Miss Clutch's illness, did you know Mr. Dubel?

Ans. Yes.

Ques. How long had you known him, how many years?

Ans. I guess I had known him five or six years.

Ques. Did you attend him at any previous illness?

Ans. No, only at my office, he came there once in a while.

Ques. Can you tell us about when that was?

Ans. No, I could not tell you; he just stepped in and got some medicine for some little illness and would go out.

Ques. Did that occur during the year 1904?

Ans. No, I didn't attend him during that year, it was the time he was in his last illness.

Ques. Did he stop in your office during the year 1904?

Ans. No.

Ques. 1903?

Ans. That I can't remember, because my office work, I am a homeopathic physician, and I do not keep an exact record of office patients, we prescribe symptomatically and don't keep a record of office patients.

Ques. During the time you knew him, did you see him more or less frequently on the street and other places?

Ans. Yes, sir.

Ques. Did you notice whether he was drunk often?

Ans. That I could not say.

Ques. Did you see him under the influence of liquor ever?

Ans. Yes, I have.

Ques. How frequently?

Ans. Well, I don't remember but once in particular, but I could not tell the time.

Ques. When he came to your office, whenever it was, did he order things himself?

Ans. Oh, yes; he would tell me what the trouble was with him.

Ques. And pay for that?

Ans. Yes, sir; and pay for that right there.

Ques. Knew what he was doing?

Ans. Yes, sir.

Ques. Do you know what was the matter with Miss Clutch, what caused her death?

Ans. No, I have forgotten, I could tell if I was at home upon looking up my books—I remember now, she fell on the stove and was burned and died from the shock of the burns.

Ques. Mr. Dubel was very fond of her?

Ans. He seemed to be.

Ques. Did Mr. Dubel make any statement to you about what he was going to do with his property?

Ans. No.

Ques. Or about a will?

Ans. No.

Ques. Did Mr. Shinn come to see you about your testimony?

Ans. He asked me if I knew anything, and I told him no, nothing about the case.

Ques. When Mr. Dubel was first taken sick in his last illness, was he of sound mind in the fore part of his illness?

Ans. He appeared to be.

Cross-examination by Judge Gaskill:

Ques. He was sick, doctor, as I understand, from the date you gave us during his last illness, for only six or seven days?

Ans. That is all.

Ques. Did he have a stroke?

Ans. No.

Ques. Were you called in to attend him on the 21st or 22nd?

Ans. Yes, sir.

Ques. How soon after your first visit was it that he

became in condition where he was capable of transacting business?

Ans. I think in two or three days he was not capable of it.

Ques. To your knowledge he was a man that was addicted to the habitual use of liquor, was he not?

Ans. Yes, sir.

Ques. And even used liquor during his last illness, contrary to your advice?

Ans. Well, now, Judge, I think I ordered them to give him some liquor because he was an habitual drinker, and if you take an habitual drinker and cut his liquor off you are going to have trouble right away.

Ques. Then he was so much addicted to the use of liquor, that although he was not what you recoznized as fatally ill, you deemed it the proper and right thing to do that he should have some liquor?

Ans. Yes, sir.

Ques. That is all.

---

LOUIS GOODWIN called on the part of the Complainant in rebuttal.

Judge Gaskill: Before this witness is sworn, I would like to inquire what form of oath as a Jew or Hebrew he considers the most binding. I have been told there are different methods of swearing them, with a hat on and with the Old Testament, and so on.

The Court: What oath do you regard as most binding?

The Witness: The oath that was taken here.

The Court: You regard that as binding upon your conscience?

The Witness: Yes.

(The witness was then sworn.)

The Court: Is there any oath that you regard as more binding than that?

The Witness: No, sir.

Direct examination by Judge Wescott:

Ques. Where do you live?
Ans. 3446 Ellis Street, Philadelphia.
Ques. What is your business?
Ans. Traveling salesman.
Ques. Do you know Mr. Worth?
Ans. Yes, sir.
Ques. How long have you known him?
Ans. For about fifteen years.
Ques. Were you ever in business with him?
Ans. Yes, sir.
Ques. Where?
Ans. In Burlington; I used to conduct the business in Philadelphia.
Ques. Were you in business with him in Philadelphia?
Ans. Yes, sir; just before he went to Burlington.
Ques. And in business with him in Burlington?
Ans. Yes, sir.
Ques. What sort of business?
Ans. I used to do what they called jobbing; I used to buy odd lots at sheriffs' sales and buy up anything I could in the line of dry goods, shoes, clothing and hats.
Ques. How were you and Mr. Worth connected together in that business?
Ans. I hadn't much money; I had about five hundred or six hundred dollars, and some of these sales required a good bit of money; we had to buy stock as a whole and I

bought it, for instance, for $700 or $800, I put up $100 or $150, to secure that, so there is no loss, and I came to Mr. Worth to get the balance, and then when I sold it we divided the profits.

Ques. Do you remember paying Mr. Worth any money at any time?

Ans. Yes, sir.

Ques. When did you do that?

Ans. Just when I used to sell some goods, I had two or three hundred dollars, I came over to Burlington and saw Mr. Worth and said, "There is what I sold and there is the money."

Ques. What is the largest amount you paid him?

Ans. I paid him as high as $1100, that was the largest.

Ques. When was that?

Ans. In 1903, the last part, between Christmas and New Years.

Ques. What did that come from?

Ans. We had a stock yet on hand, and he said to me, "Louis—

(Objected to.)

Ques. What did it come from?

Ans. That was out of the stock of goods that I bought, but the goods were not sold yet, all of them.

Ques. Now, were you in Burlington every week?

Ans. Sometimes twice a week.

Ques. After Mr. Worth went there?

Ans. Yes, sir.

Ques. When you were in Burlington, did you go to Mr. Worth's store and house?

Ans. Yes, sir; used to stay all night there sometimes.

Ques. How often do you say you were there?

Ans. Once a week, sometimes oftener; if I needed to straighten up little matters I came oftener, sometimes not so often.

Ques. Did you get acquainted with Mr. Dubel?

Ans. Yes, sir; I met him at Worth's.

Ques. Can you recall when you first saw him there?

Ans. Well, I saw him one day, one morning I was over there when I bought a stock of goods, and I had a few samples to show Mr. Worth, and I remember that certain day he was in the store.

Ques. What do you recollect to have seen Mr. Dubel do in Mr. Worth's store?

Ans. I bought a lot of neckwear, and there were some little black bows in it, and I showed it to Mr. Worth, and he looked at it, and I said "I bought a lot of that truck," and he said "They look nice," and he said, "Uncle, they are the kind you wear, little old-fashioned bows," and the old man said, "Yes, by the way, yes, I can use a couple," and he took two, and Mr. Worth said to him—

(Objected to.)

Ques. What was done?

Ans. He said—

(Counsel objects to the conversation.)

Ques. Don't state what you said unless you said it to Mr. Dubel.

Judge Gaskill: I object to the conversation with Mr. Dubel on the same ground as having no relevancy to the issue here.

The Court: I don't know whether it can be said to be relevant, it may be.

Ans. He took two and went into his pocket and took the money out, and Mr. Worth said, "Never mind, uncle,

it will be all right." The reason that makes me remember that—

(Objected to as not responsive.)

Ques. Never mind the reason you remember it, you remember it?

Ans. Yes, I remember it.

Ques. Did you ever see Mr. Dubel in the house?

Ans. Yes, sir.

Ques. Have you ever seen him eat there?

Ans. Yes, sir; he ate at the same table as I did with the family.

Ques. Did you ever notice anything about the relation between Mr. Dubel and the children?

Ans. He was very fond of the children, and very fond of Mr. Worth.

Ques. How did he show that?

Ans. I used to see when he came in he used to bring little knick-knacks to the children, fruit and flowers, and used to take them in his lap.

Ques. Did you see Mr. Dubel under the influence of liquor at any time?

Ans. No, sir.

Ques. Did you ever talk to Mr. Dubel?

Ans. Yes, sir.

Ques. How did he talk?

Ans. Just the same as any other man.

Ques. That is all.

Cross-examination by Judge Gaskill:

Ques. What is your business at present?

Ans. Traveling salesman.

Ques. For whom are you traveling?

Ans. Cronheim, Zeisler and Co., 1020, 22 and 24 Filbert Street, Philadelphia.

Ques. What line of goods do they deal in?

Ans. Laces, embroideries and white goods, a general line of dry goods; they are importers of laces and embroideries.

Ques. How long have you been a traveling salesman for them?

Ans. This is the third year, it is two years last November.

Ques. What business were you in before you were traveling salesman for this firm?

Ans. Buying jobs, buying dry goods at sales, and anything that I could see that could be bought for less than market value.

Ques. How long had you been engaged in that business?

Ans. For about three years.

Ques. For yourself.

Ans. For myself; but I used to have people to put up money for me, because I didn't have enough.

Ques. What business were you in before that?

Ans. As clerk in a retail store.

Ques. In whose store?

Ans. I worked in Front Street, 2326 and 28 Front Street.

Ques. For whom?

Ans. Frank Ehrenreich.

Ques. And that was during the time you were buying these job lots that you first made the acquaintance of Mr. Worth?

Ans. No, sir; I have known Mr. Worth for fifteen years.

Ques. What relation is he to you?

Ans. Nothing whatever, just a friend.

Ques. Or his wife?

Ans. Nothing whatever.

Ques. No connection between your family at all?

Ans. No, sir.

Ques. It was while you were engaged in this buying of job lots that you had your business dealings with him?

Ans. Yes, sir; that is the only time.

Ques. Was there a partnership between you?

Ans. No, sir.

Ques. You said when you commenced you had a capital of about three hundred dollars?

Ans. Four or five hundred dollars.

Ques. And that capital increased as you went on with your business?

Ans. Yes, sir.

Ques. So that your needs for borrowing became less and less?

Ans. Sometimes it became more, because I used to buy stocks more than I could take care of.

Ques. That is to say, as you increased with your capital, you bought heavier stocks?

Ans. Yes, sir.

Ques. Where did you first meet Mr. Worth?

Ans. I worked on South Street when I was 12 years old about.

Ques. Where was he?

Ans. He had a shoe store and I worked in a dry goods store.

Ques. Next door?

Ans. A few doors away; I was at 633 and he was 639 or 37.

Ques. And you have been friends ever since?

Ans. Yes, sir.

Ques. When was it you first went to Mr. Worth to borrow any money?

Ans. I guess it was in the end of 1900, it was on Front Street, just the year before he went to Burlington.

Ques. What time in the year was it?

Ans. I can't remember.

Ques. How much did you borrow from him?

Ans. $500.

Ques. How did you get it?
Ans. Cash.
Ques. In checks?
Ans. No, gave it to me in cash, because they don't take checks in jobs, have to have it cash.
Ques. Did he get the cash from the bank for you?
Ans. He took it out of his pocketbook.
Ques. And counted it out?
Ans. Yes, sir; counted it out for me.
Ques. What did you give him for it?
Ans. Nothing.
Ques. Nothing to show for it at all?
Ans. No, sir.
Ques. How long did you keep that $500?
Ans. That $500 I kept for about two weeks and I squared up, and I bought a hill of stuff.
Ques. You squared up with him in two weeks?
Ans. Yes, sir; paid him back his money and a profit.
Ques. How much profit?
Ans. We made $135.00.
Ques. Apiece?
Ans. No, sir; together.
Ques. Divided that between you?
Ans. Yes, sir.
Ques. Was that before he had the fire or after he had the fire?
Ans. That was way before the fire,—a little while before, I don't remember how long before, but it was before.
Ques. When you paid him back, did you pay him back in checks or cash?
Ans. Gave him cash.
Ques. Counted out the cash?
Ans. Yes, sir; told him "There is your money."
Ques. How much did you borrow?
Ans. The next time I bought stock for $1100.
Ques. That is not what I asked you?
Ans. $800.

Ques. When did you borrow that?

Ans. Just about three or four days after we straightened that thing out.

Ques. When was that?

Ans. I don't remember the date or month, we never kept no account.

Ques. I don't ask you about that; I asked you when it was you borrowed this $800?

Ans. I can't remember.

Ques. What year?

Ans. It was the last year he was on Front Street.

Ques. What year was that?

Ans. I guess it was 1900.

Ques. Are you sure it was 1900?

Ans. I am not positive.

Ques. Was it not 1902?

Ans. No, he was in Burlington in 1902.

Ques. You are sure of that?

Ans. Yes, sir.

Ques. How many months was it before he went to Burlington that this $800 loan took place?

Ans. I don't remember.

Ques. Two or three or six months?

Ans. I don't remember.

Ques. What part of the year was it, spring, summer, fall or winter?

Ans. It was in the fall, I guess; I can't remember the exact date.

Ques. Can't you give us any idea of it?

Ans. No.

Ques. You didn't keep any bank account?

Ans. No.

Ques. Moneys that you got you didn't deposit in banks?

Ans. No, sir.

Ques. And didn't check any moneys out at all?

Ans. No.

Ques. How long did you keep this $800?

Ans. I can't remember that, because I didn't give him $800 all at once.

Ques. How long did you keep that $800?

Ans. I don't remember.

Ques. Did you pay it back all at once or in installments?

Ans. No, sir; used to give—

Ques. What did you do with the $800, when did you pay the first of it back?

Ans. I don't remember.

Ques. How long after you borrowed it?

Ans. I gave him some money about a week afterwards.

Ques. How much?

Ans. $200, about.

Ques. Was it about, or $200?

Ans. About that; I don't remember exactly.

Ques. Did you take any receipt?

Ans. No, sir.

Ques. Did you give him any receipt when he loaned you the money?

Ans. No, sir.

Ques. And you didn't give him a due bill or note?

Ans. No, sir; nothing.

Ques. How soon did you pay back the next installment of $800?

Ans. I don't remember that.

Ques. How many weeks or months?

Ans. I don't remember.

Ques. How long before he moved up to Burlington?

Ans. I don't remember that.

Ques. How many installments did you have to pay back with the $800?

Ans. I don't remember that because I didn't pay it at at once.

Ques. How many different installments was it in, three, four or five?

Ans. I don't remember.

Ques. Do you remember how much you paid him the last time?

Ans. No, sir.

Ques. Do you know how long that was before he moved up to Burlington?

Ans. I do not.

Ques. When did you borrow the next money from him?

Ans. I don't remember that.

Ques. How much did you borrow the third time of him?

Ans. About $600.

Ques. About, or was it $600?

Ans. About $600.

Ques. Do you know how much it was?

Ans. I don't remember exactly.

Ques. When did you borrow that $600?

Ans. When he went to Burlington.

Ques. How long before he went to Burlington?

Ans. He was in Burlington already.

Ques. Then you had only borrowed two sums of money before he went to Burlington?

Ans. Yes, sir.

Ques. And this $600 you borrowed after he went there?

Ans. Yes, sir.

Ques. How long after he went to Burlington was it you borrowed that?

Ans. I don't remember; I needed money and I used to go up there.

Ques. How long after he got there?

Ans. I can't tell.

Ques. You can't tell us?

Ans. No.

Ques. How was that $600 paid to you

Ans. In cash.

Ques. In check?

Ans. No check, never got a check.
Ques. Did he go to the bank to get the money?
Ans. No, took it out of his wallet.
Ques. Did you give him any receipt?
Ans. No.
Ques. Or note or due bill?
Ans. No, sir.
Ques. How long before you paid back that $600?
Ans. I don't remember.
Ques. Was it a year?
Ans. During that year I borrowed 20 times.
Ques. I didn't ask you about any other, I am talking about the $600.
Ans. I don't remember.
Ques. You can't tell how soon you paid it back?
Ans. No.
Ques. Whether you paid it back in 1902 or three?
Ans. I paid it back that year.
Ques. What time in 1902 did you pay it back?
Ans. I don't remember.
Ques. Did you pay it back all at once?
Ans. No, sir.
Ques. In how many installments?
Ans. I don't know; I don't remember.
Ques. How much did you pay at one time?
Ans. I don't remember.
Ques. Did you get any receipts for the amount you paid back?
Ans. No, sir.
Ques. What was the next amount you borrowed from him?
Ans. I don't remember; several different amounts.
Ques.. I ask you about the one next to the $600?
Ans. I don't remember.
Ques. How many times did you borrow from him while he was in Burlington after the $600?
Ans. Maybe about fifteen times.

Ques. How many times did you borrow after the $600, after February, 1904?

Ans. I don't remember the exact times.

Ques. Once or twice or three times?

Ans. More than a dozen times.

Ques. Between the $600 and February, 1904?

Ans. Yes.

Ques. What was the next sum you borrowed of him in Burlington after the $600?

Ans. I don't remember.

Ques. How is it you can remember the older transactions so distinctly and can't remember these more recent?

Ans. Because they were the first transactions that we started with, and a man naturally will remember the first thing when a man gave him money.

Ques. You remember the older things better than the newer ones?

Ans. Yes.

Ques. You are not such an old man that your memory fails you?

Ans. No.

Ques. How old are you?

Ans. 28 in July.

Ques. You can't tell what the next sum was that you borrowed after the $600?

Ans. No.

Ques. How much was it?

Ans. I don't remember.

Ques. When?

Ans. I don't remember.

Ques. How much did you borrow the next time after that?

Ans. I don't remember the amounts.

Ques. You don't remember the times of any of them?

Ans. No.

Ques. All of them were moneys paid from hand to hand?

Ans. Yes, sir.

Ques. Without any receipt?

Ans. Without any receipt.

Ques. Or any due bill?

Ans. Or any due bill.

Ques. Or any notes?

Ans. I used to keep a little memorandum and he did.

Ques. And he always had the money to let you have?

Ans. Yes, sir; always in cash.

Ques. And whenever he wanted it—

Ans. No, several times I used to sell some of the goods and I used to come and give it to him.

Ques. How long would it be before you paid him back, —before you borrowed again?

Ans. Sometimes two or three, sometimes four, or sometimes only a week; sometimes one would not run out before we had another transaction; as I went along and saw a chance I bought it.

Ques. And there was nothing to show in case either of you died?

Ans. No.

Ques. Now, these neckties that you spoke of you didn't charge Worth anything for the two he gave the old man?

Ans. I certainly did.

Ques. How much?

Ans. He bought a lot and I charged him.

Ques. How much did you charge for them?

Ans. I don't remember.

Ques. They were very cheap, five or ten cents?

Ans. No, they sold for a quarter.

Ques. But Worth didn't give you any quarter for them?

Ans. No.

Ques. About five or ten cents?

Ans. I don't remember.

Ques. It was not worth any more than five or ten cents?

Ans. I don't know, Judge.
Ques. That is all.

(At this point a recess was taken.)

---

ISAAC STEIN sworn for Complainant in rebuttal.

Judge Gaskill: Do you recognize the form of oath that has just been administered, as binding upon your conscience?

The Witness: Yes, sir.

Judge Gaskill: Do you know of any other form of oath that would be more binding?

The Witness: No, sir.

Driect examination by Judge Wescott:

Ques. Where do you live?
Ans. 2528 Kensington Avenue, Philadelphia.
Ques. What is your business?
Ans. Ladies' suits, cloaks.
Ques. Do you know Mr. Worth?
Ans. Yes, sir.
Ques. How long have you known him?
Ans. About 14 years.
Ques. Did you owe Mr. Worth any money at any time?
Ans. Yes, sir.
Ques. When was it?
Ans. It was many, many times.
Ques. You owed him money many times?
Ans. Yes, sir.
Ques. Do you owe him any yet?

Ans. Yes, sir.

Ques. Do you remember paying him any money at any time?

Ans. Yes, sir.

Ques. What was the last time you paid him money?

Ans. The last time I paid him was in 1907.

Ques. Did you pay him any in 1902, three or four?

Ans. Yes, sir.

Ques. Which one of those years did you pay him money?

Ans. I paid him in 1901, 1902,—I used to pay him and take back.

Ques. Paid him money and borrowed money?

Ans. Yes, borrowed cash and paid merchandise.

Ques. Had Mr. Worth any interest in the merchandise you bought?

Ans. Yes, sir.

Ques. Did you divide the profits?

Ans. No, used to buy for Mr. Worth.

Ques. In what quantities?

Ans. Sometimes I used to order $1500, it was more than that yet.

Ques. In the years 1902, three or four, do you recollect paying him any money then?

Ans. '02?

Ques. Do you remember how much you paid him in 1902?

Ans. It was in the end of 1901, it was in the beginning of 1902, I don't remember exactly, I paid him at the time $1,000.

Ques. Did you pay him any in 1903, that you recollect?

Ans. Yes, sir.

Ques. How much?

Ans. I can't recall exactly, but in 1903 I paid in little notes, he had of me $300, $400 and $200, something like that.

Ques. Some notes that he held?

Ans. Yes, sir.

Ques. Do you remember whether you paid him anything in 1904?

Ans. It was in 1904 I paid him $1,000.

Ques. Do you remember what you paid him in 1903, if you paid him anything at all?

Ans. In 1903 I did pay him, but smaller amounts.

Ques. How about 1902?

10 Ans. I remember he came after me and I told him it was hard to raise the money, he didn't have any thousand dollar note on me, he had small notes, and I said I could not raise the money; he said he must have it, he said he must have it because he said—

(Objected to.)

Ques. Did you raise any money for him in 1902?

Ans. Yes, I raised $1,000 for him, that was in 1904,
20 whether in the beginning, whether it was in 1904 generally, or in the end of 1903 in December, I don't remember.

Ques. That you paid him $1,000?

Ans. Yes, sir.

Ques. And you paid him $1,000 in the latter part of 1901 or the fore part of 1902?

Ans. Yes, sir.

Ques. Did you visit his house in Burlington?

Ans. Yes, sir.

Ques. Often?

30 Ans. Not very often, through the summer I used to go three or four times.

Ques. Did you see a man by the name of Dubel?

Ans. Yes, sir; the first time I came out I can't remember when it was, I think it was since he moved in there, the same year or the next year, I don't remember when it was, I was at Mr. Worth's house, my wife and me, and Mrs. Worth introduced to me Mr. Dubel.

Ques. That is the first time you saw him?
Ans. Yes, sir.
Ques. Did you see him there afterwards?
Ans. Yes, sir; I did see him there afterwards about three times more.
Ques. What did you see him do when you were there any time?
Ans. We had dinner together, it was on Sunday.
Ques. Mr. Dubel ate dinner with you?
Ans. Yes, sir.

Cross-examination by Judge Gaskill:

Ques. When was this time that you ate dinner at Worth's when Mr. Dubel was there on a Sunday?
Ans. That was right; I think it was about 1902 or three, in the summer.
Ques. How many times did you ever see Mr. Dubel eat dinner at Worth's on Sunday?
Ans. We ate dinner together twice.
Ques. On Sunday?
Ans. Yes, sir; on Sunday.
Ques. Which was in 1902 or three, you can't tell which?
Ans. Yes, it was in the summer; in the same summer.
Ques. As what?
Ans. Whether it was 1902 or 1903.
Ques. The two dinners were in the same summer?
Ans. Yes, sir.
Ques. Twice on Sunday in 1902 or 1903, in the summer time?
Ans. Yes, sir; my wife and me and Mr. Worth's family and Mr. Dubel.
Ques. On Sunday?
Ans. Yes, sir.
Ques. And by that you mean the Christian Sabbath, the seventh day of the week or the first day in the week?

New Jersey State Library

Ans. Sunday; I don't know what you call Sunday.

Ques. The day that is commonly called Sunday?

Ans. Yes, sir.

Ques. What time in the day was the dinner?

Ans. About two o'clock, between two and three o'clock in the afternoon.

Ques. What relation are you to Mr. Worth?

Ans. No relation.

Ques. Or to his wife?

Ans. No relation at all.

Ques. No connection whatever between your families?

Ans. No.

Ques. How long have you known him?

Ans. About fourteen years.

Ques. Ever been in business with him?

Ans. No, never.

Ques. Never had any business relations with him other than borrowing money?

Ans. I borrowed money and bought goods.

Ques. What is your present business?

Ans. Ladies' cloaks and suits.

Ques. Where?

Ans. 2528 Kensington Avenue.

Ques. How long have you been engaged in your present line of business?

Ans. Since about eight years.

Ques. What occasion have you had to buy goods of Mr. Worth for your business?

Ans. Because it was cheap, job lots.

Ques. Did you buy of him in Burlington or Philadelphia?

Ans. I bought of him in Philadelphia.

Ques. Did you ever buy anything of him after he went to Burlington?

Ans. Not of him exactly, but I bought of Goodman.

Ques. You never bought any of him?

Ans. I did buy of him since he went to Burlington; I buy of Goodman.

Ques. I didn't ask you about Goodman; I asked of Mr. Worth, how many times did you buy of Mr. Worth after he moved to Burlington?

Ans. Not much.

Ques. How many times?

Ans. Twice or three times.

Ques. Which is it, two or three?

Ans. I don't remember exactly, I could not remember.

Ques. What did you buy of him the first time after he went to Burlington?

Ans. Ribbons.

Ques. How many ribbons did you buy?

Ans. I don't remember exactly.

Ques. What did it amount to?

Ans. A couple of hundred.

Ques. Did you pay him?

Ans. Yes, sir.

Ques. He trusted you for it?

Ans. Yes, sir.

Ques. Did you give a note?

Ans. Yes, sir.

Ques. Pay the note off?

Ans. Yes, sir.

Ques. He gave you the note back?

Ans. Yes, sir.

Ques. What did you do with it?

Ans. Tore it up.

Ques. Didn't keep it?

Ans. No, sir; I don't keep any notes at all.

Ques. Haven't got it now?

Ans. No, sir.

Ques. Did you get any receipt from him when you paid for those ribbons?

Ans. No; no receipt.

Ques. When did you buy those ribbons; what year?

Ans. It was 1902 or 1903.

Ques. Was it spring, fall or winter?

Ans. Before Easter.

Ques. In the spring time?

Ans. Yes, sir.

Ques. Or late winter?

Ans. No, sir; it was before Easter.

Ques. And after Christmas?

Ans. It was after Christmas, certainly.

Ques. Was it 1902 or 1903?

Ans. Whether it was 1902 or 1903, I can't tell exactly.

Ques. Mr. Worth didn't move to Burlington until June, 1902, did he?

Ans. I don't know when he moved.

Ques. You don't know when he moved up there?

Ans. No, sir.

Ques. If he moved up there in June, 1902, it was not that year that you bought the ribbons of him?

Ans. I could not remember the years.

Ques. I say if he did move there in 1902—

Ans. Then it must have been 1903.

Ques. What did you buy of him after the ribbons, after he got to Burlington?

Ans. Some waists, silk waists, ladies' waists.

Ques. How much did they amount to?

Ans. I don't remember exactly.

Ques. Did he have them in the store at Burlington?

Ans. No, I didn't buy them at the store.

Ques. Where did you deal with him, up at Burlington?

Ans. No, he used to come to my place and bring me the samples.

Ques. Is that where he sold the ribbons to you, at your place?

Ans. Yes, sir.

Ques. Didn't come out of his Burlington store?

Ans. No.

Ques. He had an outside business?

Ans. Yes, sir; bought jobs and sold them out.

Ques. You bought your ribbons that way?

Ans. Yes, sir.

Ques. Why didn't you buy job lots?

Ans. Because it takes time, and if I knew where it is I would look for it, but I haven't the time to look and I don't know where to look; there are special people for it.

Ques. You don't know how much the waists amounted to?

Ans. I don't remember.

Ques. Did you pay for them or give your note?

Ans. Gave my note; always gave my note.

Ques. How much did you give your note for?

Ans. I don't remember; I gave him many times, many times notes.

Ques. I am not talking about many times; I am talking about the silk waists?

Ans. I don't remember.

Ques. How long did the note run?

Ans. I used to give him a note.

Ques. I don't ask you that; how long did it run?

Ans. I don't remember that; I want to explain that.

Ques. Did you pay that when it came due?

Ans. I don't remember.

Ques. Did you renew it?

Ans. I don't know.

Ques. Did you pay it all in one sum or in part payments?

Ans. I don't remember.

Ques. Did you get any receipt when you paid him?

Ans. No receipt, tore up the notes.

Ques. What interest have you in this case?

Ans. In what case?

Ques. In this case that we are trying?

Ans. Interest?

Ques. Yes.

Ans. I have no interest at all.

Ques. Are you subpoenaed here as a witness?

Ans. I am a witness, yes.

Ques. But you were not subpoenaed?

Ans. No, not subpoenaed.

Ques. You have been in court every day that this case has been on from the beginning?

Ans. Yes, sir.

Ques. It commenced over a year ago?

Ans. Yes, sir.

Ques. Have taken great interest in this case?

Ans. No, no interest; Mr. Worth wanted me for a witness.

Ques. You have been watching the case?

Ans. I didn't watch the case.

Ques. You helped him?

Ans. I didn't do anything for him.

Ques. After you bought waists of him what else did you buy of him, after he went to Burlington?

Ans. I got some gents' furnishings.

Ques. What kind of gents' furnishings?

Ans. Shirts, neckties, suspenders.

Ques. How much did they amount to?

Ans. That was a big amount; I don't remember how much; I know it was a big amount.

Ques. When was it you bought them?

Ans. I don't remember when.

Ques. How much did it amount to?

Ans. I don't remember.

Ques. Did you give your note?

Ans. Yes, sir.

Ques. Did you pay the note when it came due or was it renewed?

Ans. I don't remember.

Ques. Did you pay it all in one sum?

Ans. I don't remember.

Ques. These goods that you bought and gave your note for, how did you pay the note?

Ans. Cash.

Ques. Sometimes a check?

Ans. Sometimes a check; mostly in cash.

Ques. After the gents' furnishings, what was the next thing you bought?

Ans. Nothing of Mr. Worth.

Ques. Those were the three things, ribbons, silk waists, gents' furnishings, that you bought in Burlington? 10

Ans. That is all.

Ques. What was the last date of the gents' furnishings?

Ans. I don't remember when that was.

Ques. A year or two ago?

Ans. I think it is a couple of years ago.

Ques. How long ago was it that you bought the silk waists, three years ago?

Ans. I could not tell you exactly when.

Ques. It has been within three years, has it not?

Ans. I can't tell. 20

Ques. You don't remember?

Ans. No.

Ques. You know anyhow it has been within the last three years?

Ans. I really could not tell you; I don't remember, because I could not remember everything I bought.

Ques. What was the last money you borrowed of him?

Ans. About $500.

Ques. When did you borrow $500 of him?

Ans. The note is overdue about two or three months, 30 but I don't know how long it is; I gave him a note for three or four months, and it was due already but I ain't got the money to pay him.

Ques. You haven't paid him the last $500?

Ans. No, sir.

Ques. Have you got any memorandum of when your notes came due?

Ans. No.

Ques. Don't keep any memorandum of that?

Ans. No.

Ques. Don't keep any memorandum of that?

Ans. No.

Ques. How do you know when you got them to pay?

Ans. I didn't pay him.

Ques. How do you know when the time comes?

Ans. He comes in the house and says, "Mr. Stein, I want money."

Ques. He asks for it?

Ans. Yes, sir.

Ques. You don't keep any account?

Ans. No, haven't in the bank; I don't keep any account.

Ques. Then you don't have to make any preparation, you wait until he comes and asks for it?

Ans. Yes, sir; if I have the money I pay him, and if not, I say, "Mr. Worth, you will wait."

Ques. If you have got the money you pay him and if you haven't you don't pay him?

Ans. Yes, sir.

Ques. And it is all the same to him?

Ans. Yes, sir.

Ques. Have you known Mr. Worth to have any other name than Worth?

Ans. No, sir.

Ques. Never known him to go by any other name?

Ans. No, sir.

Ques. This $500 that you borrowed of him, which you say is two or three months' overdue, how long did you give the note for?

Ans. I don't remember whether it was for three or four months.

Ques. And he has got the note yet?

Ans. Yes, sir.

Judge Gaskill: Gentlemen, I call upon you to produce that note for the $500 loan by Mr. Worth to Mr. Stein, which is unpaid.

Judge Wescott: We will produce it.

Ques. What was the last sum you borrowed of him before you borrowed this $500?

Ans. I don't remember how much it was.

Ques. You don't know what the amount was?

Ans. One minute—I paid him $850 and $500 and $200.

Ques. What was the last money that you borrowed of him before you borrowed this $500?

Ans. I could not remember how much I borrowed, but I know how much I paid him.

Ques. I want to know the last sum?

Ans. I don't know how much it was; I know how much I paid him.

Ques. When was it you borrowed the last money of him before you borrowed this $500?

Ans. 1907 sometime; I don't know; I remember I paid him once $500 in cash and $200 check I gave him; I don't remember when I took the money, but I know that I paid him.

Ques. That was in 1907?

Ans. 1906 and '07.

Ques. Which was it, 1906 or 1907?

Ans. It was in 1906 and 1907.

Ques. Six or seven?

Ans. In both years; I paid him once $850 in 1906 and $500, and then I paid him $200.

Ques. I didn't ask you that; I want to know the amount you borrowed of him the last time before you borrowed in 190—

Ans. This I don't remember, because it goes altogether.

I took some and paid him and took more again and paid him. This we figured out and it was $500.

Judge Wescott: I hand the note to the other side.

Ques. All of the other loans you have paid back except this $500?

Ans. Yes, sir.

Ques. When was it, the first time you borrowed money of him?

Ans. Long ago.

Ques. When was it?

Ans. The first time was on South Street, the time he moved to Front Street, I don't remember, that was in 1890 or 1891, was the first money I borrowed of Mr. Worth.

Ques. Did you borrow any money of him in 1902?

Ans. Yes, sir.

Ques. How much did you borrow of him in 1902?

Ans. I don't remember exactly how much; I borrowed a lot of money at that time in 1902 or 1901, in the end of 1901 I think.

Ques. I am talking about 1902, how much did you borrow of him in 1902?

Ans. It was in January, 1902, or December, 1901, some time.

Ques. How much did you borrow then?

Ans. I borrowed $500 and $200, about eight or nine hundred dollars.

Ques. All in one lump?

Ans. No.

Ques. In different amounts?

Ans. Yes, sir.

Ques. Would you pay him back one before you borrowed the next one?

Ans. At that time I did not, because I am in trouble,

my wife was operated on in the hospital and I had to pay the professor for the operation.

Ques. Did you pay him all at one time?

Ans. Yes, sir.

Ques. When did you pay him that back?

Ans. No, at that time I used to pay him $100, $150, $250, as much as I could.

Ques. Did you get it paid back in 1902, or did it run over into 1903?

Ans. It ran over some; yes, sir.

Ques. Did you borrow any more before you paid that all back?

Ans. Yes, sir.

Ques. Before you paid it all back?

Ans. Yes, sir; it came before the season, and I borrowed more money.

Ques. What do you mean by before the season?

Ans. For instance, at this time in the year or before Christmas, in November, that is what we call before our season.

Ques. How much did you owe him altogether on the first of June, 1902?

Ans. I could not remember exactly.

Ques. Did you keep any books or entries of the money you borrowed of him?

Ans. No.

Ques. Or of the money you paid back?

Ans. No, I don't keep no books, we used to fix it up.

Ques. You have no receipts for the money you paid back?

Ans. No.

Ques. You never took any receipts?

Ans. No, I took the notes back.

Ques. When you paid only part of the note?

Ans. I took a small note back.

Ques. He gave you a note back for the amount you paid on your note?

Ans. Yes, sir.

Ques. How much money did you owe him on the first day of January, 1904?

Ans. I think about $1500 or $1600.

Ques. How long was it before you paid that off?

Ans. In the end of January he came up and said "I must raise money—

Ques. I didn't ask you about that talk with him, when was it you paid off that $1500 that you owed him on the first day of January, 1904?

Ans. I didn't pay him all.

Ques. When did you make the first payment on account?

Ans. I paid him $1,000 in January, 1904.

Ques. What time in January?

Ans. I think it was in the first part of January.

Ques. How did you pay that money, by check or cash?

Ans. Cash.

Ques. All cash?

Ans. All cash.

Ques. Where did you pay that?

Ans. In my house.

Ques. In Philadelphia?

Ans. Yes, sir.

Ques. Did you get a receipt for it?

Ans. No, sir.

Ques. When did you pay him any more money?

Ans. Then through the year I paid him.

Ques. When next did you pay him anything on that $1500?

Ans. I don't remember when it was next.

Ques. What is that?

Ans. I don't remember exactly, through the year I paid him.

Ques. Had he your note for $1500?

Ans. In small notes.

Ques. He had a lot of small notes?

Ans. Yes, sir.

Ques. And altogether they amounted to $1500 or $1600?

Ans. Yes, sir; $1500 or $1600.

Ques. Was that the largest amount you ever owed him at one time?

Ans. Pretty near.

Ques. Did you borrow any more money of him until you had that all paid up?

Ans. After this I borrowed of him $200—

Ques. No, listen to my question, didn't you pay back the whole of that $1500 before he loaned you any more?

Ans. Small amounts I borrowed back.

Ques. You had it all paid back before you borrowed again?

Ans. No, I didn't pay it all back.

Ques. You didn't pay it all back?

Ans. Small amounts.

Ques. What do you mean by small amounts?

Ans. I bought some furniture of him again.

Ques. When you say small amounts, do you mean $25.00?

Ans. No.

Ques. $50.00?

Ans. No, small amounts I call a hundred dollars.

Ques. How many hundred dollars did you borrow of him before you paid back the balance of the $1500?

Ans. Not much.

Ques. One, two or three?

Ans. No, I borrowed a hundred dollars and gave him back, just for a couple of weeks.

Ques. And you owed him the balance of the $1500 at that time?

Ans. I owed him $500 or $600.

Ques. How long was it before you paid back the whole of that?

Ans. I think before 1904 I paid him.

Ques. During the year 1904?

Ans. Yes, sir; it was 1905 I paid him all, the last part of 1904, whether it was in November, I think it was something like that.

Ques. Now, the $500 that this note was given for, when did you borrow this $500?

Ans. I borrowed this—how long will that be—I don't know how long that note is made out for; I think four months, I think about six or seven months already.

Ques. Six or seven months ago?

Ans. Yes, sir.

Ques. How much money did you get at that time?

Ans. $500.

Ques. Were you to pay him interest on it?

Ans. On this I pay, on notes I pay.

Ques. You are to pay interest on it?

Ans. Yes, sir.

Ques. You didn't put that in the note?

Ans. No, we never put it in the note.

Ques. Well, this $500, how did he pay it to you, in cash or by check?

Ans. Cash, it was at the Sixth and Arch Street store.

Ques. He never gave you any checks for any of these moneys that you borrowed?

Ans. Pretty nearly always in cash; once he gave a check, a small check, I don't remember.

Ques. When you say small check, how much do you mean?

Ans. I think he gave me once—I don't know whether it was a check or cash; it was in Burlington; I came up to see him in Burlington; I don't remember whether it was check or cash, $200, I can't recollect exactly; I think it was in cash, I don't know.

Ques. You don't recollect any check that he gave you at all?

Ans. No.

Ques. (By the Court) Did you ever give him any checks?

Ans. Last year I gave him once a check for $200.

Ques. (Further Cross) Did that check come back to you through the bank when your account was settled?

Ans. Yes, sir.

Ques. Have you got it?

Ans. Yes, sir.

Ques. Will you produce it?

Ans. (Witness produces a paper.)

Judge Gaskill: The note that was produced pursuant to call—

Judge Wescott: Not pursuant to call; you asked us to produce it.

Judge Gaskill: Well, pursuant to my request, is:

$500.00 PHILADELPHIA, September 20, 1907.

Four months after date, I promise to pay to the order of Nathan Worth, Five Hundred Dollars at 2528 Kensington Avenue, Philadelphia, Pa., without defalcation, for value received.

(Signed) I. STEIN.

No indorsement.

The check which the witness just produced, pursuant to request, is:

PHILADELPHIA, Pa., 7|22|1907.

No. 281.

Pay to the order of N. Worth, $200.00, Two Hundred Dollars. To the Textile National Bank, Philadelphia, Pa.

(Signed) I. STEIN.

Stamped with a perforating machine. Paid 7|25|'07.

Endorsed N. Worth, in writing, and stamped with a rubber stamp: "Pay to the order of any bank, banker, banking or trust company. All prior indorsements guaranteed. July 24, 1907. Mechanics' National Bank, Burlington, N. J. I Snowden Haines, Cashier."

Further indorsed with a rubber stamp: "Received payment (2) July 25, 1907, through the Clearing House."

---

WILLIAM GARDNER called in rebuttal on the part of the Complainant.

The Witness: Is there any objection to putting my hat on?

Judge Gaskill: Are you a Hebrew?

The Witness: Yes, sir.

Judge Gaskill: And you recognize the proper way of taking an oath is with your hat on?

The Witness: Yes, sir.

The Court: That is the way you consider it the most binding?

The Witness: Yes, sir.

The Court: All right, put your hat on.

(The witness then, with his hat on, was duly sworn.)

Judge Gaskill: Do you recognize the form of oath with your hat on as most binding upon your conscience?

The Witness: Yes, sir.

Judge Gaskill: You don't know of any more binding form?

The Witness: Oh, yes.

Judge Gaskill: What form is more binding than the one you have just taken?

The Witness: Between the church and the judge we ought to swear by the hat. Always when you go to church you ought to put the hat on.

Judge Gaskill: Do you sit with your hat on in the synagogue?

The Witness: Yes, sir.

Judge Gaskill: The men all do?

The Witness: Yes, sir.

Judge Gaskill: That is part of your religious form?

The Witness: Yes, sir.

The Court: Do you want to testify with your hat on?

The Witness: No, it is not necessary.

Direct examination by Judge Wescott:

Ques. Do you know Mr. Worth?

Ans. Yes, sir.

Ques. How long have you known him?

Ans. Since Mr. Worth is in Burlington.

Ques. Do you live in Burlington?

Ans. Yes, sir.

Ques. What is your business?

Ans. Household furnishings; I got a store and keep household goods.

Ques. How near Mr. Worth do you live?

Ans. The third store, the fourth place from mine.

Ques. Did you know Mr. Dubel?

Ans. Yes, sir.

Ques. How long have you known him?

Ans. I knew him about six or eight years.

Ques. Did you see him often?

Ans. Often every week pretty near, and every day sometimes.

Ques. Where did you see him?

Ans. He used to come into my place.

Ques. Where else did you see him?

Ans. I saw him in Mr. Worth's.

Ques. Did you see him on the street sometimes?

Ans. Yes, sir.

Ques. And any other place in Burlington?

Ans. Yes, sir.

Ques. Did you see him when he was under the influence of liquor?

Ans. No.

Ques. Did you ever see him when he was drunk?

Ans. I never see him drunk.

Ques. Did you ever see him in Mr. Worth's house?

Ans. Yes, sir.

Ques. What did you see him do there?

Ans. Sitting; sometimes see him sitting on the bench reading a paper, talking together.

Ques. See him talking to Mr. Worth?

Ans. Yes, sir.

Ques. What else did you see him do; did you ever see him at any other part of Mr. Worth's house than the store?

Ans. I see him many times; I see him once or twice; see him in the dining room eating.

Ques. Did you ever see him at any other part of the premises?

Ans. In the yard.

Ques. What did he do in the yard?

Ans. He always went in the yard; I don't know what he done, fixing up.

Ques. Saw him moving around in the yard?

Ans. Yes, sir.

Ques. Did you ever see or hear him say anything to Mrs. Worth or to the children?

Ans. He always talked nice to the children and Mrs. Worth.

Ques. What do you mean when you say he talked nice?

Ans. Asked what the children are doing.

Ques. You gave no particular attention to it?

Ans. No.

Ques. Were you acquainted with Mr. Dubel?

Ans. No, he used to come into my place, I used to know him.

Ques. And talked to him?

Ans. Yes, sir.

Ques. Did he talk good sense?

Ans. Yes, sir.

Ques. Did he ever talk to you about business or anything?

Ans. No.

Ques. Did you ever see him write?

Ans. No.

Ques. Going in a carriage?

Ans. Yes, seen him many times.

Ques. Did you ever see anybody with him in a carriage?

Ans. No, never took notice of that.

Ques. You just noticed he was in the carriage and that was all?

Ans. Yes.

Ques. Did he ever buy anything in your store?

Ans. Yes, sir.

Ques. What?

Ans. He used to buy some small articles; I remember he bought some stair carpets; he used to come in with the Mrs. and buy goods.

Ques. With what Mrs.?

Ans. The lady, I don't know; the housekeeper.

Ques. Did he do the business himself?

Ans. Together they came in and he used to buy and she used to buy, and he used to pay.

Ques. What part did he have to do with it when he came into the store, what did he do and say?

Ans. He used to look around.

Ques. Ask questions?

Ans. Ask questions.

Ques. Did he make the bargains?

Ans. He made the bargains; I remember that he bought a little penknife, I remember that, and something else, I can't remember because I am not always in the store.

Ques. Did he count the money or don't you remember about that?

Ans. Yes, he counted the money.

Ques. He did count the money?

Ans. Yes, sir.

Ques. Did he look at the change when you gave it to him?

Ans. Yes, sir.

Ques. Did he count it or do you imagine it?

Ans. Yes, sir.

Ques. Are you sure about that?

Ans. No, I am not imagining it; I am sure.

Ques. How long ago was the last time that he was in your store, if you remember?

Ans. Before he got sick; I don't remember that now.

Ques. That is all.

Not Cross-examined.

---

NATHAN WORTH called on the part of the Complainant in rebuttal.

Judge Gaskill: You are a Jew or Hebrew?

The Witness: Yes, sir.

Judge Gaskill: What form of oath do you recognize as being the most binding upon your conscience?

The Witness: Just as well without a hat as with a hat. There is a form in Orthodox and we believe in, but I can take it without a hat just as well as with a hat. If you want my hat, I will put it on.

The Court: I think you had better put it on. I think that is the more binding form, unless counsel prefer it otherwise.

Judge Gaskill: No, it should be taken in the manner in which the witness feels it is most binding upon his conscience. That seems to be the Orthodox form.

The Witness: Yes; it is.

(The witness then put on his hat and was sworn.)

Direct examination by Judge Wescott:

Ques. You are the complainant in this case?
Ans. Yes, sir.
Ques. How old are you?
Ans. 43.
Ques. And where were you born?
Ans. Russia.
Ques. When did you go to Burlington?
Ans. 1902.
Ques. Do you know a man named Binck?
Ans. Yes, sir.
Ques. The one that testified here?
Ans. Yes, sir.
Ques. Mr. Binck testified, "One day I was in the yard, he was fixing up around the little garden, and I asked him, Mr. Worth, if that is one of his hobbies, and Mr. Worth said, 'Not exactly.' I said, 'Have you any hobby?' He said 'Yes.' What is your hobby?' 'Well,' he said 'plenty of money and valuable real estate is about all what I care for.' I said 'Here is a chance for you to acquire valuable real estate, Mr. Dubel's.' Mr. Worth answers me, he said, 'I tried it several times, but somehow or other I can't succeed.' He said 'You know the old man is no slouch, you can't do much with the old man,' he said 'I tried often, because I thought he was feeble, getting more feeble every day, to buy himself a carriage and horse and keep it in my stable and I would take care of it and we would have it in a co-operative partnership together, and that he even declined.'" Did you have any such conversation as that with that man?
Ans. No, sir.
Ques. Did you have such a conversation anywhere at any time?
Ans. No, sir; never.
Ques. Well, he said "You spoke to him several times—that is referring to you—but he could not come to any conclusion with Mr. Dubel in regard to buying it. It

seems to me that Mr. Dubel was not inclined to sell it." Did you tell him any such thing as that?

Ans. No, sir.

Ques. At any time or place?

Ans. No, sir.

Ques. "No, nothing about price. He said no doubt he wants too much money for it and he has no inclination whatever to sell it as far as he could judge by his actions." Did you tell him any such thing?

Ans. No, sir.

Ques. Did you ever talk to him about Mr. Dubel's property?

Ans. No, sir.

Ques. Or about you trying to buy it?

Ans. No, sir.

Ques. What are your relations with this man?

Ans. Nothing at all.

Ques. Did he ever try to borrow money of you?

Ans. Yes, sir; several times.

Ques. Did you loan it to him?

Ans. No, sir, never did; would not trust him.

Ques. Would not trust him?

Ans. No, sir; I had the money to do it—

(Objected to.)

Ques. Never mind about that. Then there was a question put to Mr. Binck: "What, if anything, took place between you and Mr. Worth, or what did he say to you about loaning Mr. Dubel any money." His answer was: "It was either the 29th of December, or perhaps the 30th day of December, 1904, just after Mr. Dubel's death, Mr. Worth did come into my place of business, 4 East Union Street, and he said to me, 'I wonder if Mr. Watts would recognize a claim?' I said 'What kind of a claim?' He said 'In regard to a little money.' I said 'It depends all on circumstances; of course, if it is a bona fide claim he will

recognize it and settle it.' He said 'You know when Mr. Dubel was sick, I did visit him very frequently, and one day when I paid him a visit Mr. Dubel was lying on the bed partly dressed, and I thought perhaps he was in need of financial assistance because he was sick for several weeks, and I put a ten dollar bill in his pocket; of course, I have no receipt for that amount and no witness, but he says I have an idea that Mr. Watts will recognize the claim.' I said 'I don't know whether he will, you had better see Mr. Watts in regard to the matter.'" Did you have such a conversation with this man, Mr. Binck?

Ans. No, sir.

Ques. Anything like it?

Ans. Nothing at all like it.

Ques. Ever at any place?

Ans. No, sir.

Ques. I mean with Mr. Binck?

Ans. Yes, sir; I understand that.

Ques. Mr. Binck testified here this morning; did you hear his testimony?

Ans. I did.

Ques. He said in substance, I can't give you the exact language, but he said in substance that you said to him that competition in Philadelphia on South Street, I think he said, was too strong, you had a hard time making both ends meet, and in the summer of 1904, he had a chance to buy a job lot of goods, and he wanted to borrow of you $50.00, and it would double or treble the profits and divide it with you, and you said you were too poor to let him have the $50.00. Did any such conversation as that occur?

Ans. It was a conversation, but a different one altogether.

Ques. What was the conversation you had with him then?

Ans. The conversation was, he asked me I shall loan

him money, and that was not the first time; there was a time before he asked me several times.

Ques. Come to this subject, what was this conversation?

Ans. This time he would be asking like usual, he would like to get some money, $50.00, in fact, Judge, that is the time, if I am permitted, this is the letter referred to.

Ques. Did you have such a conversation with him?

Ans. No, the conversation was a different one at all, if it was any. Of course, I always had money to borrow to good people and always would.

Ques. Always had money to loan to good people?

Ans. Yes, sir; to loan.

Ques. I show you "Exhibit C10," is this the letter you refer to?

Ans. I am going to be sure and positive, yes, sir, it was not talked about at all, it was just sent by mail, 1904.

Ques. Is this the letter you got from him?

Ans. Yes, sir; never asked personally; just sent it by mail; there was no talk at all at the time.

Ques. Did that letter come through the mail?

Ans. Yes, sir.

Ques. What is that mark doing on the back of it?

Ans. This is Judge Gaskill's mark.

Ques. That is the exhibit mark? And that is the only way he ever asked you for money?

Ans. No, this is the time where he claims this morning about it.

Ques. Did you know Annie Clutch?

Ans. Yes, sir.

Ques. Did you know Mr. Clutch?

Ans. I seen him.

Ques. Mr. Clutch testified, page 215, that you came to the house the day Mr. Dubel died, in the morning, went up stairs and came down and said "The old man is going to die, please don't forget to tell Mr. Watts that I loaned him ten dollars." Did you tell him that?

Ans. I was in the house, but I never told that.

Ques. Then he further said, "That you came back about six o'clock and saw the old gentleman was dead, and you asked him if he had told Mr. Watts about loaning the ten dollars, I told him I had." Do you remember any such thing as that?

Ans. No, sir.

Ques. This witness further says, "The day after Mr. Dubel died I was going after a paper, the man who sold them, Kline, I think his name is, I met Mr. Worth coming home; he asked me if it was so about so much money found in the house, and I told him 'Yes;' he asked me the amount and I told him between $2500 and $3,000. He then said to me that he guessed I would get that property 229 Stacy Street, it was to go to my sister. I told him that people knew more than I did." Did you have such a conversation as that?

Ans. No, sir.

Ques. Did you know anything about a sum of money found in the house?

Ans. Yes, Miss Clutch was telling us.

Ques. She told you?

Ans. Yes, sir.

Ques. How soon after his death?

(Objected to as incompetent.)

Ques. Is it true that a day or so after you moved into Mr. Dubel's house that you tried to borrow money of him?

Judge Gaskill: Objected to, this is concerning a transaction between the deceased and the witness, who is a party to the suit.

The Court: Certainly it is.

Ques. Mr. Field testified as follows: "Ques. Do you

remember Mr. Worth coming to Mr. Dubel's shortly after he rented the store and trying to borrow some money of him? Ans. Yes, sir; I do. Qes. Where? Ans. Right in the store. Ques. You were there? Ans. Yes, as close as I am to that man. Ques. What was it Mr. Worth said? Ans. He asked him if he could not let him have some money to help him out, and Mr. Dubel said, 'No, I can't." Did this conversation occur, did you say that?

Ans. No, sir.

Ques. Were you in need of money at that time?

Ans. No, sir.

(Objected to as incompetent and ask that it be stricken out.)

(Objection overruled.)

Ques. Had you money at that time?

Ans. Yes, sir.

Ques. In the bank?

Ans. Yes, sir.

Ques. Did you have any about the house beside that in the bank.

Ans. Yes, sir.

Ques. Do you know Mr. Watts?

Ans. Yes, sir.

Ques. Did you go to Mr. Watts' office and say to him in effect that he had more influence with Mr. Dubel than you had and you wanted him to get, Mr. Watts, to try to get Mr. Dubel to reduce your rent?

Ans. No, sir.

Ques. Did you say anything of that sort to him?

Ans. No, sir.

Ques. Did you ever speak to him at all about getting your rent reduced?

Ans. Nothing of that kind at all; no such conversation as that whatever.

Ques. Did you go to Mr. Watts on the day after Mr. Dubel died?

Ans. Yes, sir.

Ques. And did you tell him that you were in trouble?

Ans. Yes, sir.

Ques. Did you tell him that you had both these properties of Mr. Dubel?

Ans. Yes, sir.

Ques. Did you tell him on that occasion that you hadn't paid for them yet?

Ans. Yes, sir.

Ques. Did you tell him that Mr. Dubel didn't want Mr. Watts to know it?

Ans. Yes, sir.

Ques. Did you tell him at that time that Mr. Dubel said to you that when you had paid him for the properties he would go to Mt. Holly and get a lawyer to make the deeds?

Ans. Yes, sir.

Ques. You told him that, did you?

Ans. Yes, sir.

Ques. Did Mr. Watts on that occasion tell you that he was not surprised?

Ans. Yes, sir.

Ques. At Mr. Dubel's action?

Ans. Yes, sir.

Ques. Did you ask Mr. Watts on that occasion if he could represent you or help you?

Ans. Yes, sir.

Ques. Did he tell you that he could not, because he was the executor for the estate?

Ans. Yes, sir.

Ques. Did you ever afterward go to see Mr. Watts to try to get him to help you?

Ans. No, sir.

Ques. Did you afterwards go to Mr. Watts on several occasions and on the final occasion suggest to him that you were too poor to pay him then, but that after you got the properties you would pay him, did you tell him that?

Ans. No, sir.

Ques. From the time that Mr. Dubel died had you financial means, money to help yourself?

Ans. Yes, sir.

Ques. And to hire lawyers?

Ans. Yes, sir.

Ques. And pay them?

Ans. Yes, sir.

Ques. Did Watts write you a letter?

Ans. Yes, sir.

Ques. Have you got that letter?

Ans. I think, Judge, you have that letter.

Ques. I show you a letter and ask you if that is the one referred to?

Ans. Yes, sir.

Ques. After the receipt of that letter from Mr. Watts did you consult other counsel then?

Ans. Yes, sir.

Ques. And employ them?

Ans. Yes, sir.

Ques. To bring this suit?

Ans. Yes, sir.

Ques. Did you know Mr. Dubel?

Ans. Yes, sir.

Ques. How many years did you know him?

Ans. Before he died?

Ques. Yes.

Ans. I knew him from the 16th of June, 1902 to the 20th of December, 1904, I think he died.

Ques. Did you ever see Mr. Dubel intoxicated?

Ans. No, sir.

Ques. Have you ever seen him under the influence of liquor?

Ans. Well, I did see him once.
Ques. Have you seen him drink?
Ans. Well, yes; I did see him drink.
Ques. Have you seen him drink in your house?
Ans. No.

Mr. Gaskill objected to the question and asked that the answer be stricken out.

The Court: I don't think that is a transaction with the deceased, and I will overrule the objection.

The letter heretofore referred to was then offered in evidence and marked Exhibit C12, and reads as follows:

BURLINGTON, N. J., January 12th, 1905.

Mr. Nathan Worth,
High St.,
City.

Dear Sir:—

In answer to your request that I recognize an alleged receipt in your possession for Twenty-Five Hundred Dollars, ($2500.), on account of purchase price of houses and lot Nos. 303 & 305 High Street, and 20 & 22 Union Street, Burlington, N. J., alleged to have been given you by Firman Dubel, deceased, for the purchase of said properties clear of all incumbrance for the sum of Four Thousand Dollars, ($4000.), and subsequent receipts alleged to have been given you by said Firman Dubel for various sums paid by you on account of the purchase price of said properties and aggregating Thirteen Hundred Dollars, ($1300.), and also a receipt dated November 30th, 1904, for Five Hundred Dollars, ($500.), alleged to have been given you by said Firman Dubel on account of the

purchase price of two houses and lots No. 229 Stacy St., and N. E. Corner of Union and Stacy Sts., at the alleged purchase price of Forty-two Hundred Dollars, ($4200.) clear of all incumbrance—, I desire to say that I hereby refuse to recognize any and all said receipts as genuine.

Knowing Mr. Dubel as I knew him I do not believe, nor do I think that you can succeed in leading any Court to believe, that Mr. Dubel ever entered into any agreement to sell the above mentioned valuable properties to you at less than half price, including therein the home in which he had resided for the past thirty years. If you think that you can satisfy the proper tribunal that said receipts are genuine, you are of course at liberty to proceed to that end, and if you fail in such proceeding to establish them, you will of course expect no leniency on the part of the representative of Mr. Dubel's estate.

Yours truly,
ERNEST WATTS,
per A.

Dictated.

Ques. Did you ever see Mr. Dubel go out carriage riding?

Ans. Yes, sir.

Ques. Did you see him take your two children and your niece?

Ans. I see him take one of the children at one time, and my niece.

Ques. Do you remember during the coal famine of buying some coal?

Ans. Yes, sir.

Ques. When was that?

Ans. To my nearest recollection it would be 1902, end of 1902 or first part of 1903, in the Winter.

Ques. Where did you get that coal?

Ans. In the Florence Foundry.

Ques. How much did you get?

Ans. A little over a ton, we had two wagons.

Ques. Did you drive up for it?

Ans. Yes, sir.

Ques. What kind of coal was it?

Ans. We just got it at that time, pea coal and buckwheat coal.

Ques. Was it hard coal?

Ans. Yes, sir; but very small buckwheat.

Ques. Was it hard or soft coal?

Ans. Hard coal.

Ques. Do you know Mr. Fields?

Ans. Yes, sir.

Ques. Did you see him cart some of that coal away?

Ans. Yes, sir.

Ques. He did cart it away?

Ans. Yes, sir; positively.

Ques. On the second day of February, 1904 did you have Twenty-five Hundred Dollars in cash?

Ans. I had more than that at that time.

Ques. Did you have that at that time?

Ans. Yes, sir.

Ques. Where did you have it?

Ans. In my possession.

Ques. Whereabouts in your possession?

Ans. Kept it in a wallet right in my bosom.

The Court: Is that the date of the contract?

Judge Wescott: I believe so, that is what I intended to make it.

Ques. On June 17, 1904, did you have $250 in cash?

Ans. Yes, sir.

Judge Gaskill: I object to the leading forms of these questions and ask that the answers be overruled, because they fix dates and fix amounts. In other words the ex-

aminer is telling the witness what he wants him to answer, both as to dates and amounts and the witness simply says yes. It is entirely incompetent I submit to examine a party upon this important matter in this manner.

The Court: I think the question is objectionable in form and I will overrule it if I could see any way for counsel to elicit the information in any other way.

Ques. Do you remember having any specific sum of money any time in the year 1904?

Ans. Yes, sir.

Ques. Can you name any month when you had a specific sum of money?

Ans. What do you mean by specific?

Ques. A certain sum?

Ans. The same sum?

Ques. Yes.

Ans. Yes, sir; I can name you the months of the year.

Ques. Name the months of the year.

Ans. Every month in the year I had money, every day in the year, too, but there is some months I had more than others, but especially in June, July, August, September, October and November.

Ques. What did you have in June, for instance, any time in June?

Ans. Well, it would be the middle part of June I suppose.

Ques. How much did you have?

Ans. That is a peculiar question to answer, because I am taking in money every day in the store, and I really could not tell you how much I would have.

Ques. Generally a considerable quantity of money?

Ans. Yes, sir.

Ques. Any day in June what was the largest amount of money you recollect you had?

Ans. I had five hundred dollars on a certain day, some days I would have more.

Ques. Can you recollect where you had that money, where you carried it?

Ans. Most of the money I always carried with me except I had a bank account for small purposes.

Ques. I ask you right here what is your habit with reference to carrying money about your person?

Ans. I always do when I have it.

Ques. Do you at times carry a considerable quantity of money about your person?

Ans. Yes, sir.

Ques. And where do you carry it?

Ans. Right with me.

Ques. Where with you?

Ans. In my bosom pocket.

Ques. What in?

Ans. A wallet.

Ques. In your pocket?

Ans. Yes, sir.

Ques. Are you able to account to any extent as to how you had got this money, where it came from, the $2500 you have spoken of and the $500 you have spoken of?

Ans. Yes, sir.

Ques. Do you recollect having any particular sum of money about you in July?

Ans. Yes, sir.

Ques. How much did you have that month?

Ans. I really can't tell exactly, but I always have a few hundred dollars.

Ques. Did you have a few hundred dollars in the month of July?

Ans. Yes, sir.

Ques. How about August, 1904?

Ans. Yes, sir.

Ques. Did you have some money with you then?

Ans. Yes, sir.

Ques. As much as $300?
Ans. Yes, sir, and more.
Ques. More than $300?
Ans. Yes, sir.
Ques. How about the month of September, 1904, did you have any money then?
Ans. Yes, sir.
Ques. Did you have as much as $200?
Ans. Yes, sir.
Ques. Did you carry these sums in your wallet?
Ans. Yes, sir.
Ques. How about the month of October, 1904, did you have any money then?
Ans. Yes, sir.
Ques. Did you have as much as $150?
Ans. Yes, sir.
Ques. Did you carry that in your wallet?
Ans. Yes, sir.
Ques. How about November 1st, 1904, did you have any money then?
Ans. Yes, sir.
Ques. Did you have as much as $150?
Ans. Yes, sir.
Ques. Did you carry that in your wallet?
Ans. Yes, sir.
Ques. I understood you to say that it was your practice to carry money in your pocket?
Ans. Yes, sir.
Ques. Do you always do that?
Ans. Yes, sir.
Ques. How much of a store have you in Burlington now?
Ans. What do you mean, stock, what it is worth?
Ques. Yes.
Ans. I think about $8,000 merchandise.
Ques. When you went to Burlington to live what was the occasion for your going there, why did you go there?

Ans. I was in poor health.

Ques. Did you go there under the direction of a doctor?

Ans. Yes, sir.

Ques. How much money did you take with you when you went, or property?

Ans. You mean merchandise?

Ques. Yes, how much merchandise did you take with you?

Ans. I hired two cars, chartered two freight cars of the Pennsylvania Railroad, and one contained shoes only, a full car of shoes; it would be a very low figure to say $4,000 worth of shoes alone, and the other car was chartered, it was a couple left from the first car.

Ques. How much for the shoes alone?

Ans. I think it would be $4,000, that would be a very low figure, and the other car contained store fixtures, household goods, &c., took about two carloads. I can bring the man yet who moved me into Burlington from the depot.

Ques. What does your stock consist of?

Ans. What we call general merchandise, would be shoes mostly, that is the strongest line I carry, then comes a line of clothing, men's hats, ladies' hats and dry goods, notions and ladies' wear, etc., cloaks and suits, just like that. Gents' furnishings, etc., trunks, whatever a man wants.

Ques. Dropping that subject for a moment, there is a question I want to ask you, did you ever see Mr. Dubel in your house?

Ans. Mr. Dubel in my house?

Ques. Yes.

Ans. Yes, sir.

Ques. Often?

Ans. Certainly.

Ques. Did you ever see him eat at your table?

(Objected to.)

The Court: I think it is competent; I overrule the objection.

Ans. Yes.

Ques. Did you ever see him take anything to your children or bring them anything?

Ans. Yes, sir.

Ques. What, for instance?

Ans. Well, it would be pears, apples, candies, oranges, cakes, etc. I can't remember everything.

Ques. Did you ever see him give one of your little children a gold ring?

Ans. I was present at the time.

Ques. Did you ever see him give one of your little girls a gold dollar?

Ans. Yes, sir.

Ques. Are these the gold ring and gold dollar that were produced here?

Ans. Yes, sir; I got them in my pocket.

Ques. Have you kept them ever since?

Ans. Yes, sir.

Ques. Did you ever see him plant flowers in the yard?

Ans. Yes, sir.

Ques. Were they seeds or bushes?

Ans. Bushes, plants.

Ques. Did you see him cultivate and take care of these flowers?

Ans. Yes, he would come once in a while to take care of them.

Ques. The old bath tub that was in the house, is that there yet?

Ans. Yes, sir.

Ques. Is it connected up?

Ans. Yes, sir.

Ques. And used?

Ans. Yes, sir.

Ques. Do you remember the witness's name that did that work?

Ans. George Whomsley.

Ques. Did you hear him say whether or not be was going to put in these bath tubs and fix them up before you moved into the house?

(Objected to on the ground that no foundation has been laid.)

After reference to the testimony the Court sustained the objection.

Ques. When you moved into the house what sort of general condition was it in?

Ans. Very bad.

Ques. What kind of a condition is it in now?

Ans. Ain't much better.

Ques. Ain't much better?

Ans. Ain't very much better; it is better than it was at the time.

Ques. What business were you in before you went to Burlington?

Ans. I was in the shoe business.

Ques. Where?

Ans. 2324 North Front Street, Philadelphia.

Ques. You had a fire there?

Ans. Yes, sir.

Ques. Do you remember when?

Ans. I think I do, 1901, something like that.

Ques. If you don't remember definitely, it is not important. Before you went to Burlington and after you went to Burlington, did you engage in any business outside of the immediate business of your store?

Ans. Yes.

Ques. What?

Ans. On different occasions I was connected with a man named Mr. Goodwin.

Ques. What was the business?

Ans. The business would be the kind of business, if he would get—

Ques. What do you call the business?

Ans. I would advance him money if he would get any merchandise to buy, I would advance most part of the money for it.

Ques. What kind of business was it, job lots? 10

Ans. Yes, sir; job lots and odds and ends.

Ques. Is there any particular skill or judgment required in buying such property?

Ans. Yes, sir.

Ques. How many years' experience have you had in that kind of business?

Ans. To my knowledge?

Ques. Yes, how long have you been in that kind of business?

Ans. 14, 15 years. 20

Ques. Did you engage in that business with this man Goodwin?

Ans. Yes, sir.

Ques. Did you make any money out of it?

Ans. Yes, sir.

Ques. Did you buy job lots yourself aside from your association with Mr. Goodwin?

Ans. Yes, sir.

Ques. What sort of material did you buy, what was it? 30

Ans. Would buy whatever came handy. Everything in a general merchandise line, shoes, dry goods, silks, and all kinds of that sort.

Ques. When you did that you bought them in considerable quantities?

Ans. Yes, sir.

Ques. Requiring how much money?

Ans. Just depended, sometimes you could buy in small quantities, fifteen, twenty dollars' worth, sometimes a couple of hundred dollars and so on, and when you get a small lot, the market is not so well for the goods, you want to put it away for a while and you keep your money tied up for a certain time until it comes on better prices for it, and sometimes in small lots, a thousand or fifteen hundred or two thousand dollars.

Ques. When you went to Burlington in the first place, how much money did you deposit in the bank?

Ans. The Burlington National?

Ques. Yes.

Ans. I think one to fifteen hundred.

Ques. Have you your bank book?

Ans. Yes, sir; I have.

Ques. Have you kept a deposit there ever since?

Ans. Yes, sir.

Ques. What is your principle in depositing in a bank, what is your rule?

Ans. My rule would be in this matter, while I still continue buying jobs, I am not hungry after them any more, I don't run after them, if they come handy, and they must be very cheap, but we generally deal now in regular goods.

Ques. No, answer the question, what is your rule about depositing money in banks?

Ans. This would answer it: I only deposit money for houses where I deal for regular goods, that is, houses that accommodate, when the bill gets due they give me time and I send a check, but most of the business where I still look for it, you know is the jobbing business, that is where the money lays.

Ques. What is the biggest amount of money you have made at one time since you have been at Burlington?

Ans. Through the year?

Ques. Through this jobbing?

Ans. I don't take any large ones now, only small ones.

Ques. What is the biggest amount you made since you have been in Burlington, any one time?

Ans. I really don't keep no record of it.

Ques. Can you form any judgment at all?

Ans. The profit I make on the goods?

Ques. No, no, no. In this job lot trade or business, sometimes you make some money?

Ans. Yes.

Ques. What is the biggest amount you ever made out of one transaction since you have been in Burlington? 10

Ans. I can't answer you, and I will tell you, I buy jobs, and I use it for my own purpose selling them retail. We don't sell it at one time. Suppose I put in $200 worth of goods, they may lay for a year or two and then they are all gone. We don't keep no record. Is that what you mean?

Ques. No.

Ans. I don't know what you mean.

Ques. Are these your bank books?

Ans. Yes, sir; those two bank books. 20

Ques. Since you have been in Burlington, have you acquired any Building Association stock in the name of your children?

Ans. Yes, sir.

Ques. How long have you been carrying that stock?

Ans. Not very long; I think a little over a year or so.

Ques. Have you spent any money in fixing or repairing the house?

Ans. Yes, sir. 30

Ques. Can you tell how much?

Ans. You mean on the property?

Ques. Yes.

Ans. I got the bills here, I could produce them.

Ques. Can you give us your judgment?

Ans. Since 1904, since Mr. Dubel died I had to keep it in repair, and the necessity of repair, whatever it is,

roof or plumbing, we must do it—I think about a hundred dollars or so.

Ques. Have you bought furniture for the house?

Ans. Yes, sir; this is different.

Ques. A piano?

Ans. Yes, sir; mats and so on and rugs and fixed it up pretty fairly.

Ques. Did you in any way practice any fraud on Mr. Dubel?

Judge Gaskill: I object to that and ask that the answer be stricken out.

The Court: Yes, the question is objectionable and I will sustain the objection and strike out the answer.

Ques. How much money if you can recall did you take to Burlington with you when you went there?

Ans. In cash?

Ques. Yes.

Ans. To the best of my knowledge $3700.

Ques. Did anybody owe you any money at that time?

Ans. Yes, sir.

Ques. Have you collected what was owing you at that time?

Ans. Yes, sir; not all yet.

Ques. Was it of any considerable consequence what was owing you?

Ans. Yes, sir.

Ques. That is all.

Cross-examination by Judge Gaskill:

Ques. Since the death of Mr. Dubel you have not been paying any rent for the properties, have you?

Ans. No, sir.

Ques. Do you not recollect that the last time you went

to Mr. Watts' office that his sister, who is a stenographer and typewriter there, was sitting in the outer office?

Ans. No, sir.

Ques. I refer to the time when his office was at the corner of Union and High Street in Burlington, and while his sister was there in the office did you ask him, Mr. Watts, for a private interview, and you and he go into the back office together?

Ans. I don't recall that.

Ques. You say it is not so?

Ans. I don't remember it.

Ques. After Mr. Dubel's death you presented a bill to Mr. Watts, didn't you; I show you a bill on your letterhead?

Ans. That was not me.

Ques. Didn't you present that bill to Mr. Watts?

Ans. Not me, it was not.

Ques. What do you mean?

Ans. That is not my writing.

Ques. I didn't ask you that; I asked you if you presented that bill to Mr. Watts?

Ans. No, sir.

Ques. Did you sent it to him?

Ans. Not to Mr. Watts.

Ques. Who did you send it to?

Ans. If I should recollect that was given to Mrs. Clutch.

Ques. Did you give it to Mrs. Clutch?

Ans. I did not.

Ques. Who did?

Ans. Well, I can't tell you.

Ques. Did you send it to Mrs. Clutch?

Ans. No, sir.

Ques. Did you have it made out?

Ans. No, sir.

Ques. Did you know it was made out?

Ans. I don't know.

Ques. Didn't you ever know anything about that bill before to-day?

Ans. No, sir; I do not, I know they owe me some money; this is not my writing.

Ques. Whose writing is it?

Ans. This looks like the writing of one of my children.

Ques. The oldest one of the little girls?

Ans. I really can't tell you; I think it is one of the two.

Ques. Didn't you tell the child what to put down?

Ans. No, sir.

Ques. Where did she get these items from?

Ans. If she did she got them from the mother, Mrs. Worth.

Ques. Mrs. Worth helped keep the store?

Ans. Yes, sir.

Ques. And this is for ten dollars loan, money, and for some articles furnished at the time of the funeral out of the store, is it?

Ans. Yes, sir; it is something of that kind, that Mrs. Clutch got in the store except the ten dollars, but I never presented this bill.

Ques. You don't mean to say that somebody without your knowledge or without your authority made out this bill against the estate of Mr. Dubel and sent it in?

Ans. Oh, no, this was taken, but I didn't conduct that bill; don't you see?

Ques. You recognize that as in the handwriting of your daughter?

Ans. Yes, sir.

Ques. And you recognize that these articles there were taken by Mrs. Clutch out of the store?

Ans. Yes, sir; outside of the ten dollars.

Ques. At or about the time of the funeral?

Ans. Yes, sir.

Bill offered in evidence and marked "Exhibit D15."

Re-Direct:

Ques. Have you any money now?
Ans. Yes, sir.
Ques. That is all.

Counsel for complainant offered in evidence the Building Association books, four altogether, and they were marked "Exhibits C13, C14, C15 and C16."

Complainant rests.

Judge Gaskill: I offer in evidence the will of Firman Dubel, deceased, with two codicils attached, will bearing date November 1, 1884, and the first codicil bearing date January 28, 1888, and the second codicil bearing date the 28th day of October, 1903. Probated January 9, 1905.

(Objected to as immaterial and incompetent.)

The Court: I think they are competent and will admit them, especially in view of the fact that you put in testimony as to who would receive his estate and who would not.

Marked "Exhibit D16."

Judge Gaskill also offered in evidence a certified copy of the inventory of the deceased, showing the amount of personal property to be $51,328.68.

(Objected to as immaterial and incompetent.)

The Court: I think it is competent and will admit it.

Marked "Exhibit D17."

Judge Gaskill: Mr. Watts has found the memorandum which he made at the time Mr. Worth came into his office, and he produces it. It contains the data he made then and these pages are the copies that he made. Do you desire to offer them or ask any questions about them?

Judge Wescott: No.

---

WILLIAM FIELDS recalled in sur-rebuttal.

Direct examination by Judge Gaskill:

Ques. Have you been in court all day to-day?
Ans. Yes, sir.
Ques. Did you hear the testimony of Miss Rosen this morning?
Ans. Yes, sir.
Ques. Did you ever take Miss Rosen out driving along with Mr. Dubel?
Ans. No, sir.
Ques. Never?
Ans. No, sir.
Ques. Did you take her out driving at the time she came in the summer, July, 1904?
Ans. No, sir; never took her out riding in my life.
Ques. What kind of a carriage was it that Mr. Dubel rode in when you and he went out driving together?
Ans. I can't call it by name, it was a covered wagon.
Ques. Had it a cover over it?
Ans. Yes, sir.
Ques. That is all.

By the Court:

Ques. Are you Billy Fields?

Ans. Yes, sir.

Not Cross-examined.

Judge Gaskill: This case has been pending so long and the executor has been so desirous of having it closed, that sooner than have it held any longer he will close without any reservation whatever.

Defendant rests.

Case closed.

## IN CHANCERY OF NEW JERSEY.

Between

NATHAN WORTH,

Complainant,

and

ERNEST WATTS, EXECUTOR, &C. OF FIRMAN DUBEL, DECEASED,

Defendant.

ON BILL FOR SPECIFIC PERFORMANCE.

FINAL HEARING ON BILL, ANSWER, REPLICATION AND PROOFS.

OPINION.

The bill is filed by complainant to procure the specific performance of an agreement for the sale of land made by Firman Dubel in his lifetime. The following is a copy of a receipt embodying the agreement which complainant seeks to enforce:

BURLINGTON, N. J., February 2, 1904.

"Received from Nathan Worth two thousand five hundred dollars ($2500.) on account of purchase price for house and lots 303, 305 High Street, and 20 and 22 Union Street, Burlington, N. J., which I agree to sell him clear of all encumbrances for four thousand dollars ($4000.), deed to be delivered on the payment of the balance of the money, but to continue paying rent as before, until balance is paid.

FIRMAN DUBEL."

The body of this paper is in the handwriting of complainant and the signature is that of defendant's testator.

Six additional receipts for payments on account of the purchase price of the property were received in evidence. These receipts are dated respectively June 17, 1904, July 11, 1904, Aug. 15, 1904, Sept. 19, 1904, Oct. 18, 1904 and Nov. 1, 1904, and aggregate in amount $1300. The same language is used in each receipt and the body of each receipt is in the handwriting of complainant and each is signed by defendant's testator. These receipts, omitting dates and amounts, are as follows:

"Received of Nathan Worth ..... dollars as a payment for properties 303-305 High Street and 20 and 22 Union St., Burlington, N. J., agreed to be sold by me to him as per receipt of February 2, 1904.

FIRMAN DUBEL."

Firman Dubel died December 28, 1904 and upon the refusal of defendant, as his executor, to accept two hundred dollars which was tendered to him by complainant as the balance of the purchase price, this suit for specific performance of the contract was brought.

At the date of the agreement (Feb. 2, 1904) complainant was occupying the premises referred to as 303 and 305 High Street under a lease from Dubel made June 10th, 1902, at a rental of forty dollars per month for the first year and forty-five dollars per month for the two subsequent years. At the end of the first year the increased rental provided for in the lease was waived by Dubel and complainant thereafter continued to occupy the premises at forty dollars per month.

Defendant has undertaken to establish such fraud, in connection with the agreement of sale which complainant seeks to enforce as will operate to deny the relief sought.

JOHN W. WESCOTT, and ALEX. J. BRIAN of the Philadelphia Bar, for Complainant.

ECKARD P. BUDD and JOSEPH H. GASKILL, for Defendant.

LEAMING, V. C.

Defendant urges that the consideration named in the agreement is so grossly inadequate that it affords conclusive evidence of fraud. The law of this State, touching inadequacy of consideration, as a defense to a suit for specific performance of a contract for the sale of land may, I think, be said to be well settled. A court of equity will not refuse to decree the specific performance of a private contract for the sale of land because the price for which the land is to be sold is less than the market value of the land. Inadequacy of price however, is a feature which may be considered in determining the existence of fraud. It may, in connection with other evidence, establish the existence of fraud; or the inadequacy of price may be so gross as to shock the conscience of the court and thus furnish satisfactory and decisive evidence of fraud. In either case it may be said to be the fraud so ascertained, and not the inadequacy of price, which operates as the bar to relief. Rodman vs. Zilly, Saxton 320; Executors of Wintermute vs. Ex. of Snyder, 2 H. W. Gr, 489; Ready vs. Noakes, 2 Stew. 497; Shaddle vs. Disborough, 3 Stew. 370, 384; Phillips vs. Pullen, 18 Stew. 5.

In the recent case the difference between the market value of the land in question and the price named in the agreement for its sale closely approaches that which some eminent judges have defined as "gross inadequacy." Ten witnesses testified in behalf of the defendant touching the value of the premises described in the contract of sale. From their testimony it is apparent that the value of the premises was about ten thousand dollars at the date of

the contract. Assuming that amount to have been the value of the premises named in the contract of sale it will be observed that the consideration specified in the contract was something less than one-half of the value of the property. Any extended review of the adjudicated cases, with a view of ascertaining when the difference between the value and contract price may be said to become so great as to amount to gross inadequacy and shock the conscience of the court and in itself operate to deny relief, would, I think, be of little assistance. Most of the authorities touching that subject will be found collected in a footnote to 26 Amer. & Eng. Encyc. of Law (2nd Ed.) 28. Any considerable inadequacy of price naturally suggests unfair dealing on the part of the one favored by the terms of the contract, when the engagement is considered, as it must be, as a contract and not as a gratuity; but it is difficult to conceive any case in which some circumstances may not exist which will operate to either repel or to accentuate such suggestion of unfair dealing. Even in a case where there exists such gross inadequacy of price as may be appropriately said to shock the conscience of the court and afford in itself satisfactory and convincing evidence of unfair dealing, other circumstances may exist which if considered, would tend to destroy the conclusion which might be otherwise reached; such circumstances should, I think, be given due consideration. I am convinced that where it is established, (as I understand it to be both in this State and by the weight of authority elsewhere) that it is the ascertained fraud and not the inadequacy of price which operates as the bar to specific performance, such fraud must be ascertained by a consideration of all the circumstances of the individual case; and that it is quite impracticable to define any exact ratio between value and price as a boundary line, which, when crossed, affords in itself conclusive evidence of fraud. One feature of the present case well illustrates the thought here suggested. While the inadequacy of price

in the present contract of sale may suggest that complainant in some improper way obtained an unjust advantage over defendant's testator when the original agreement was made, yet the mind cannot close itself from the knowledge that on June 17, 1904, over three months after the original receipt which embodied the terms of the agreement was signed, defendant's testator signed a receipt for another portion of the purchase price and in that receipt specifically referred to the receipt of Feb. 2, 1904, as embodying the terms of the agreement of sale. If this second transaction was fairly conducted it was a re-affirmance by defendant's testator of the terms of the original agreement. Again in the following July, August, September, and October, respectively, additional receipts for portions of the purchase price were signed by defendant's testator, and in each receipt the original contract was in like manner referred to. Thus on six several occasions extending over a period of eight months, defendant's testator re-affirmed the original contract and received, in the aggregate, all but two hundred dollars of the purchase price. His death occurred in the month following the payment last referred to. Assuming that these payments were actually made at the times stated and that the contents of the several receipts were fully understood by defendant's testator, it seems clear that such repeated affirmances of the original contract would have operated as a serious bar to any claim which might have been thereafter made by defendant's testator for a recission of the contract based upon fraud in the original transaction. Surely such affirmances of the contract cannot be properly disregarded when presented to repel an assumption of fraud arising from an inadequacy of price of a degree which, standing alone, might be sufficient to lead the mind to a conviction of fraud. It is my opinion that specific performance of this contract cannot be properly denied upon the theory that the inadequacy of price in itself furnishes conclusive evidence of fraud.

But it is earnestly urged in behalf of defendant that other circumstances of the case, when considered in connection with the evidence touching inadequacy of price, justify the conclusion of fraud, or disclose a contract of such unfairness and hardship that a court of equity should deny relief. While a court of equity will not decree specific performance of a contract which is unfair, unreasonable or unjust, any inadequacy of price, (standing alone and unaccompanied by other evidence of fraud or imposition), which is not so gross as to be of itself what some courts call conclusive evidence of fraud, cannot be treated as such an instance of unfairness or hardship as will bar the equitable relief sought; but such inadequacy may be considered in connection with other circumstances tending to show undue advantage or other elements of fraud. As already stated I understand that to be the rule established in this state and also by the more modern authorities elsewhere. See Pomeroy on Contracts, sec. 194, and cases there collected. A number of circumstances, other than inadequacy of consideration, are urged by defendant as evidence of fraud upon the part of the complainant. It has been shown that defendant's testator was eighty-four years of age; that he was a man with careless methods of doing business; that he was of a trustful nature and habitually signed receipts without first reading them and usually received money without counting it; that he drank to excess and was more or less drunk almost every day; and it is also urged that complainant did not have sufficient money to enable him to make the payments evidenced by the receipts to which reference has already been made. It was also shown that defendant's testator made some permanent improvements to one of the buildings covered by the contract at a date subsequent to the date of the contract. I have undertaken to give adequate consideration to all these circumstances in connection with the low price at which the property was sold with a view of reaching the conclusion that

some improper conduct upon the part of complainant may have existed; but I have been unable to reach that conclusion of fact. Any suggestion of improper conduct upon the part of complainant, emanating from the circumstances referred to, fail to impress upon my mind a conviction of fact; and especially is this true when all of the evidence in the case is given due consideration. The suggestion arising from the advanced age and intemperate habits of defendant's testator and from his custom to sign receipts without reading them is that the signature to the contract may have been procured by complainant through some subterfuge, or that defendant's testator may have been incapable of fully comprehending his acts. But defendant's testator was a man who owned a considerable number of properties in that vicinity and these properties were successfully handled by him and his ability to intelligently transact his own business does not appear to have been materially impaired by either his age or intoxication. The impression of the man, as I have received it from the evidence, is that of a man who was quite as capable of making a bargain when under the influence of liquor as at other times. While he appears to have been in the habit of signing rent receipts for his various tenants without reading the receipts, he was keenly aware of the times when the rent was due, and it cannot be inferred that he could have been induced to sign papers when nothing was due him, as he must have done if the contract now in question and the several receipts for payments on account of the contract price were signed by him when the payments called for in the receipts were not in fact made; for it must not be overlooked that if it be assumed that the original receipt, which embodies the terms of the contract was signed by defendant's testator without an intelligent knowledge of its contents and force, or through any subterfuge upon the part of the complainant, a like assumption must be indulged touching the several subsequent receipts; and it is impossible

for me to believe that complainant has procured the signature to these seven papers without defendant's testator having comprehended the nature of any of them. Each month a rent receipt was signed in a book kept by complainant for that purpose. As to the claim that complainant was not able to raise the money which the receipts disclose that he paid for the property, it is my opinion that the claim is not supported by the evidence. While I have referred to the value of the premises in question as $10,000. ($9,000. for the property which complainant occupied as a tenant and $1000. for the property in the rear which was occupied by the Salvation Army), it also appears that the rental paid by the complainant was $40.00 per month and by the other tenants $15.00 per month; and according to the testimony this rental, when used as a guide to determine valuation, indicates a total value of about $7000. It is, of course, impossible to determine what may have impelled defendant's testator to agree to part with his property for the amount named; the diversified considerations which control human conduct are too complex to warrant the effort of affirmative ascertainment. The evidence disclosed that the relation of the contracting parties was, to say the least, friendly. That fact alone renders it natural and reasonable that the term of payment should be made easy rather than otherwise. As the case has been tried upon the theory, on the part of counsel for both sides, that our statute forbids testimony by either of the present parties to the record touching statements made by or transactions with the deceased, we are denied the benefit of their testimony in that field. But the evidence discloses that the contract was in fact made, and I find nothing in the case to lead my mind to the conclusion that that contract was not the intelligent and deliberate act of defendant's testator.

I will advise a decree pursuant to the prayer of the bill.

E. B. LEAMING,
Vice Chancellor.

IN CHANCERY OF NEW JERSEY.

Between

NATHAN WORTH,

Complainant,

and

ERNEST WATTS, EXECUTOR OF FIRMAN DUBEL, DECEASED.

Defendant.

FINAL DECREE.

ON BILL, &c.

This cause coming on to be heard in the presence of John W. Wescott, of counsel with the complainant, and Eckard P. Budd and Gaskill & Gaskill, of counsel with the defendant, and it satisfactorily appearing to the Court that by virtue of an instrument in writing duly made and executed by said Firman Dubel, now deceased, in his life time, on the second day of February, nineteen hundred and four, the said Firman Dubel agreed to sell to the complainant the following described premises, situate in the City and County of Burlington, State of New Jersey:

No. 1. Beginning at the northwest corner of said house on High Street aforesaid and corner to William I. Allinson's house, thence running eastwardly along said Allinson's line one hundred and sixty-three feet to the southeast corner of said Allinson's lot; thence south six degrees east thirty-two feet five inches; thence south eighty-five degrees and thirty minutes west, west one hundred

and forty-nine feet three inches; thence north eighty-three degrees west five feet two inches to a stake in the range with the southerly wall of said house and four feet from the corner thereof; thence to and along said wall thirty-eight feet to High Street aforesaid; thence northerly along said street thirty-two feet five inches to the place of beginning. Together with the privilege at all times hereafter of a four feet wide alley-way adjoining the southerly wall of said house and to extend back forty-three feet from the line of High street, also the privilege of having windows and doors to open upon the said alley from the lower story of said house, and likewise to have the free use and privilege at all times hereafter of a ten-feet wide alley extending at right angles from Union Street along the bottom or northeast end of said Allinson's lot and the lot hereby conveyed to the southeast corner thereof, and with the privilege at any time hereafter of building against and upon the above mentioned wall, excepting and reserving to Budd Sterling, his heirs and assigns forever the privilege of building against, adding to the height of, and extending said wall four feet further back than it was July 5th, 1826, and the enjoyment of the equal privilege of said alleys.

Being the same premises which George Reynolds, et ux. by deed dated May 31st, 1898, recorded in the office of the Clerk of Burlington County, in Book of Deeds No. 333, pp 157, granted and conveyed to Firman Dubel, in fee and being known and designated as Nos. 303 and 305 High Street, Burlington, N. J.

No. 2. Beginning on the south side of Union Street in a range with the front of John Hitchen's brick dwelling-house and store and thirty-six (36) feet, one inch and a quarter westwardly from the northwest corner of said house and about one hundred and seventy-seven feet, seven and a half inches eastwardly from High Street, the foot-way thereon as fifteen feet six inches wide and extending thence (1) eastwardly along Union Street in a course

with the front of the aforesaid house twenty-six feet three inches to land formerly of Budd Sterling, now used as an alley-way; thence (2) southerly along said alley-way and parallel with the wall of the aforesaid house, thirty feet, seven and a half inches to John R. Dubel's other land; thence (3) westwardly along said Dubel's line twenty-six feet, three inches to John C. Miller's corner; thence (4) northward along said Miller thirty-five feet and a half inch to the beginning.

Being the same premises which John R. Dubel, et ux. by deed dated May 31st, 1898, recorded in the Clerk's office of Burlington County in Book of Deeds No. 333, pp. 128 granted and conveyed to said Firman Dubel in fee, and being known and designated as Nos. 20 and 22 East Union Street, Burlington, N. J., for the sum of four thousand dollars, in certain instalments upon the payment of which instalments to the aggregate amount of four thousand dollars, the said Firman Dubel was to execute and deliver to the complainant, a good and sufficient deed for the premises, and also possession of the said premises. And it further appearing that the said Firman Dubel departed this life on the 28th day of December, 1904, testate, and that the said defendant is his executor, and that the said Nathan Worth, the complainant has always been and still is ready and willing in all things to comply with the stipulations of the said instrument on his part, and has prayed the order or decree of this Court, directing the defendant to comply with and fulfil the same in all things on his part, in the place and stead of the said Firman Dubel; and the Chancellor being of the opinion that the complainant is entitled to the specific performance of the said instrument on the part of the executor of the said Firman Dubel, deceased, as in his said bill he has prayed:

IT IS thereupon, on this eleventh day of June, one thousand nine hundred and eight, ORDERED, ADJUDGED AND DECREED that the said Ernest Watts,

executor of the last will and testament of Firman Dubell, deceased, do within thirty (30) days from the date of this decree make, execute and acknowledge in due form of law and deliver to the complainant a good and suficient warranty deed for the said premises.

And it is further ordered that the costs of the complainant be paid out of the estate of the said Firman Dubel, deceased, and the complainant is to serve a copy of this decree upon the defendant or his solicitor within ten days from the date hereof.

Respectfully advised,

E. B. LEAMING, V. C.

## IN CHANCERY OF NEW JERSEY.

Between

NATHAN WORTH,

Complainant,

and

ERNEST WATTS, EXECUTOR OF

FIRMAN DUBEL, DECEASED.

Defendant.

ON BILL, &c.

NOTICE OF APPEAL

The defendant hereby appeals from the whole and every part of the final decree made in the above stated cause to the Court of Errors and Appeals in the last resort in all causes.

Dated June 17th, 1908.

ECKARD P. BUDD,
Solicitor of Defendant.

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

ECKARD P. BUDD,
Of Counsel with Defendant.

## NEW JERSEY COURT OF ERRORS AND APPEALS.

Between

NATHAN WORTH,

Complainant and Appellee,

and

ERNEST WATTS, EXECUTOR OF FIRMAN DUBEL, DECEASED.

Defendant and Appellant.

} ON BILL, &c.

PETITION AND APPEAL

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

The petition of Ernest Watts, Executor of Firman Dubel, deceased, the appellant in the above stated cause, respectfully shows that your petitioner finds himself aggrieved by a Final Decree made in the Court of Chancery by His Honor Mahlon Pitney, Chancellor of New Jersey, bearing date the Eleventh day of June, in the year of Our Lord, one thousand nine hundred and eight, wherein the said Ernest Watts, Executor of Firman Dubel, deceased, was defendant, and the said Nathan Worth was complainant, in this respect, to wit: that the said decree adjudges that the said Ernest Watts, Executor of the last will and testament of Firman Dubel, deceased, do in thirty days from the date of said decree make, execute and acknowledge, in due form of law, and deliver to the complainant, a good and sufficient warranty deed for the said premises mentioned in the bill of complaint,

as well as that part of the order or decree which requires that the costs of the complainant be paid out of the estate of the said Firman Dubel, deceased.

And your petitioner humbly appeals from the whole and every part of said decree, upon the ground that the same is erroneous for that the said Court of Chancery should have adjudged that the complainant was not entitled to the relief prayed for in said bill of complaint so as aforesaid filed in said cause, in accordance with the prayer of said bill.

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 your petitioner may have such relief in the premises as to this Honorable Court shall seem meet.

ECKARD P. BUDD,
Solicitor of Appellant.

ECKARD P. BUDD,
Of Counsel with Appellant.

# Defendant's Exhibits

## No. 9

COMPLAINANT'S BANK ACCOUNT

NATHAN WORTH

account with

MECHANICS NATIONAL BANK

1902

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| June | 18. | Cash | | June | 18. | Cash, | $1,055.60 |
| " | 21. | To Check | $ 32.00 | July | 10. | " | 470.00 |
| " | 23. | " " | 15.25 | " | 14. | " | 106.00 |
| " | 23. | " " | 9.01 | " | 26. | " | 115.00 |
| " | 27. | " " | 20.00 | " | 28. | " | 80.00 |
| July | 2. | " " | 20.00 | | | | |
| " | 3. | " " | 32.83 | | | | |
| " | 5. | " " | 64.13 | | | | |
| " | 5. | " " | 11.90 | | | | |
| " | 5. | " " | 100.00 | | | | |
| " | 7. | " " | 53.10 | | | | |
| " | 8. | " " | 400.50 | | | | |
| " | 8. | " " | 12.50 | | | | |
| " | 9. | " " | 155.12 | | | | |
| " | 11. | " " | 20.00 | | | | |
| " | 16. | " " | 48.12 | | | | |
| " | 16. | " " | 40.00 | | | | |
| " | 17. | " " | 220.07 | | | | |
| " | 18. | " " | 16.27 | | | | |
| " | 18. | " " | 63.86 | | | | |
| " | 18. | " " | 58.82 | | | | |
| " | 26. | " " | 30.00 | | | | |
| " | 26. | " " | 15.00 | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| July | 30. | " | " | 30.56 | July | 31. | " | 48.00 |
| " | 30. | " | " | 108.25 | Aug. | 1. | " | 28.00 |
| " | 31. | " | " | 103.39 | " | 4. | " | 223.00 |
| " | 31. | " | " | 81.85 | " | 11. | " | 145.00 |
| " | 31. | " | " | 48.02 | " | 21. | " | 179.00 |
| Aug. | 1. | " | " | 51.22 | " | 23. | " | 160.00 |
| " | 1. | " | " | 95.01 | " | 25. | " | 100.00 |
| " | 5. | " | " | 11.19 | | | | |
| " | 6. | " | " | 61.50 | | | | |
| " | 9. | " | " | 15.00 | | | | |
| " | 13. | " | " | 126.39 | | | | |
| " | 16. | " | " | 40.00 | | | | |
| " | 18. | " | " | 43.80 | | | | |
| " | 18. | " | " | 80.00 | | | | |
| " | 23. | " | " | 9.53 | | | | |
| " | 23. | " | " | 22.28 | | | | |
| " | 23. | " | " | 8.00 | | | | |
| " | 25. | " | " | 8.24 | | | | |
| " | 25. | " | " | 35.95 | | | | |
| | | Bal. | | 290.94 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Aug. | 26. | Check, | $ 10.68 | Aug. | 25. | Bal. | $ 290.00 |
| " | 29. | " | 236.04 | " | 29. | Cash, | 50.00 |
| " | 30. | " | 10.00 | Sept. | 2. | " | 90.00 |
| Sept. | 4. | " | 6.28 | " | 8. | " | 125.00 |
| " | 4. | " | 16.17 | " | 10. | " | 75.00 |
| " | 4. | " | 8.72 | " | 15. | " | 122.00 |
| " | 5. | " | 16.07 | " | 19. | " | 101.00 |
| " | 5. | " | 12.89 | " | 29. | " | 95.00 |
| " | 5. | " | 11.45 | " | 30. | " | 25.00 |
| " | 5. | " | 21.66 | Oct. | 6. | " | 91.00 |
| " | 10. | " | 50.65 | " | 9. | " | 60.00 |
| " | 10. | " | 13.93 | " | 15. | " | 60.00 |
| " | 11. | " | 20.79 | " | 17. | " | 70.00 |
| " | 13. | " | 143.13 | " | 20. | " | 111.00 |
| " | 17. | " | 69.79 | | | | |
| " | 18. | " | 21.38 | | | | |
| " | 18. | " | 23.17 | | | | |
| " | 19. | " | 16.58 | | | | |
| " | 19. | " | 11.58 | | | | |
| " | 25. | " | 7.65 | | | | |
| " | 25. | " | 33.75 | | | | |
| " | 26. | " | 13.05 | | | | |
| " | 27. | " | 36.91 | | | | |
| Oct. | 2. | " | 26.23 | | | | |
| " | 2. | " | 17.96 | | | | |
| " | 2. | " | 21.39 | | | | |
| " | 2. | " | 6.41 | | | | |
| " | 2. | " | 8.87 | | | | |
| " | 2. | " | 6.99 | | | | |
| " | 3. | " | 29.87 | | | | |
| " | 7. | " | 6.26 | | | | |
| " | 9. | " | 25.00 | | | | |
| " | 10. | " | 65.65 | | | | |
| " | 15. | " | 51.96 | | | | |
| " | 17. | " | 18.64 | | | | |
| " | 17. | " | 40.00 | | | | |
| " | 20. | " | 10.83 | | | | |
| " | 21. | " | 11.07 | | | | |
| " | 21. | " | 13.38 | | | | |
| " | 21. | " | 10.50 | | | | |
| | | Bal. | $182.61 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Oct. | 22. | Check | $ 17.15 | Oct. | 22. | Bal. | $ 182.61 |
| " | 22. | " | 11.87 | " | 22. | Cash, | 55.00 |
| " | 23. | " | 8.88 | " | 23. | " | 40.00 |
| " | 23. | " | 9.13 | " | 27. | " | 94.00 |
| " | 23. | " | 37.64 | " | 31. | " | 53.00 |
| " | 23. | " | 33.75 | Nov. | 3. | " | 100.00 |
| " | 24. | " | 21.65 | " | 5. | " | 45.00 |
| " | 25. | " | 49.70 | " | 7. | " | 41.03 |
| " | 27. | " | 19.11 | " | 10. | " | 125.00 |
| " | 27. | " | 19.85 | " | 13. | " | 55.00 |
| " | 28. | " | 42.69 | " | 17. | " | 101.62 |
| " | 31. | " | 20.00 | " | 24. | " | 85.00 |
| Nov. | 1. | " | 21.50 | " | 28. | " | 42.00 |
| " | 1. | " | 33.10 | Dec. | 1. | " | 119.00 |
| " | 3. | " | 34.19 | " | 2. | " | 30.00 |
| " | 3. | " | 28.87 | " | 4. | " | 23.00 |
| " | 6. | " | 5.00 | | | | |
| " | 7. | " | 5.25 | | | | |
| " | 7. | " | 38.90 | | | | |
| " | 7. | " | 38.77 | | | | |
| " | 7. | " | 4.67 | | | | |
| " | 7. | " | 7.31 | | | | |
| " | 7. | " | 9.38 | | | | |
| " | 7. | " | 6.95 | | | | |
| " | 8. | " | 14.10 | | | | |
| " | 8. | " | 26.16 | | | | |
| " | 13. | " | 37.20 | | | | |
| " | 14. | " | 84.55 | | | | |
| " | 14. | " | 29.32 | | | | |
| " | 17. | " | 50.18 | | | | |
| " | 18. | " | 4.00 | | | | |
| " | 18. | " | 40.00 | | | | |
| " | 19. | " | 12.61 | | | | |
| " | 19. | " | 20.70 | | | | |
| " | 21. | " | 33.86 | | | | |
| " | 30. | " | 3.05 | | | | |
| Dec. | 1. | " | 39.60 | | | | |
| " | 1. | " | 45.13 | | | | |
| " | 1. | " | 57.20 | | | | |
| | | Bal. | 167.29 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Dec. | 6. | Check, | $ 25.00 | Dec. | 2. | Bal. | $ 167.27 |
| " | 6. | " | 130.71 | " | 8. | Cash, | 103.00 |
| " | 6. | " | 2.48 | " | 12. | " | 50.00 |
| " | 6. | " | 17.62 | " | 14. | " | 22.67 |
| " | 12. | " | 9.80 | " | 16. | " | 110.00 |
| " | 13. | " | 7.49 | " | 19. | " | 31.00 |
| " | 13. | " | 18.60 | " | 22. | " | 80.00 |
| " | 13. | " | 62.99 | " | 26. | " | 212.00 |
| " | 16. | " | 50.00 | " | 29. | " | 74.70 |
| " | 19. | " | 98.95 | | | | |
| " | 22. | " | 40.00 | | | | |
| " | 26. | " | 16.60 | | | | |
| " | 26. | " | 17.25 | | | | |
| " | 26. | " | 9.95 | | | | |
| " | 26. | " | 18.50 | | | | |
| " | 27. | " | 2.00 | | | | |
| " | 29. | " | 16.14 | | | | |
| " | 29. | " | 56.60 | | | | |
| " | 29. | " | 5.98 | | | | |
| " | 29. | " | 34.82 | | | | |
| " | 29. | " | 21.94 | | | | |
| " | 30. | " | 14.21 | | | | |
| " | 30. | " | 9.31 | | | | |
| " | 30. | " | 25.73 | | | | |
| " | 31. | " | 18.05 | | | | |
| Bal. | | | $120.94 | | | | |

1903

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Jan. | 2. | Check, | $ 33.95 | Jan. | 1. | Bal. | $ 120.94 |
| " | 5. | " | 36.62 | " | 5. | Cash, | 93.53 |
| " | 8. | " | 12.35 | " | 12. | " | 60.00 |
| " | 9. | " | 102.70 | " | 16. | " | 67.00 |
| " | 9. | " | 9.01 | " | 26. | " | 94.00 |
| " | 16. | " | 7.28 | " | 28. | " | 35.00 |
| " | 16. | " | 15.00 | " | 30. | " | 25.00 |
| " | 20. | " | 40.00 | Feb. | 2. | " | 75.00 |
| " | 26. | " | 30.45 | " | 6. | " | 34.00 |
| " | 27. | " | 6.79 | " | 9. | " | 75.00 |
| " | 27. | " | 33.17 | " | 13. | " | 30.00 |
| " | 28. | " | 6.62 | " | 16. | " | 70.00 |
| " | 29. | " | 5.28 | " | 17. | " | 25.00 |
| " | 29. | " | 27.69 | " | 18. | " | 20.00 |
| " | 31. | " | 25.00 | " | 24. | " | 487.45 |
| " | 31. | " | 33.64 | | | | |
| " | 31. | " | 12.28 | | | | |
| Feb. | 2. | " | 25.00 | | | | |
| " | 4. | " | 8.91 | | | | |
| " | 5. | " | 56.70 | | | | |
| " | 5. | " | 30.70 | | | | |
| " | 9. | " | 13.25 | | | | |
| " | 9. | " | 5.92 | | | | |
| " | 10. | " | 7.80 | | | | |
| " | 13. | " | 2.89 | | | | |
| " | 13. | " | 16.25 | | | | |
| " | 13. | " | 16.70 | | | | |
| " | 14. | " | 3.00 | | | | |
| " | 14. | " | 25.00 | | | | |
| " | 14. | " | 6.29 | | | | |
| " | 16. | " | 26.80 | | | | |
| " | 16. | " | 40.00 | | | | |
| " | 16. | " | 20.00 | | | | |
| " | 21. | " | 13.80 | | | | |
| " | 21. | " | 10.00 | | | | |
| " | 21. | " | 25.00 | | | | |
| " | 24. | " | 25.92 | | | | |
| " | 25. | " | 75.00 | | | | |
| " | 28. | " | 138.55 | | | | |
| " | 28. | " | 10.00 | | | | |
| Bal. | | | 270.61 | | | | |

| MARCH | | | |
|---|---|---|---|
| Mar. | 2. | Check, | $ 76.50 |
| " | 2. | " | 15.00 |
| " | 2. | " | 25.00 |
| " | 2. | Note, | 38.00 |
| " | 3. | Check, | 26.18 |
| " | 7. | " | 29.20 |
| " | 7. | " | 16.35 |
| " | 7. | " | 20.00 |
| " | 7. | " | 27.57 |
| " | 10. | " | 7.80 |
| " | 10. | " | 37.02 |
| " | 12. | " | 10.66 |
| " | 13. | " | 7.61 |
| " | 13. | " | 19.75 |
| " | 13. | " | 10.00 |
| " | 14. | " | 43.25 |
| " | 16. | " | 45.40 |
| " | 18. | " | 26.20 |
| " | 23. | " | 31.65 |
| " | 24. | " | 10.00 |
| " | 24. | " | 53.07 |
| " | 24. | " | 40.00 |
| " | 25. | " | 7.53 |
| " | 26. | " | 10.00 |
| " | 28. | " | 25.83 |
| " | 28. | " | 9.01 |
| " | 30. | " | 6.18 |
| " | 30. | " | 5.87 |
| " | 30. | " | 8.12 |
| Apr. | 2. | Note, | 38.00 |
| " | 4. | Check, | 11.75 |
| " | 4. | " | 43.87 |
| " | 4. | " | 29.30 |
| " | 6. | " | 9.34 |
| " | 6. | " | 15.58 |
| " | 7. | " | 32.10 |
| " | 9. | " | 12.78 |
| " | 9. | " | 16.71 |
| " | 9. | " | 11.80 |
| " | 10. | " | 7.18 |
| Bal. | | | 271.45 |

| | | | |
|---|---|---|---|
| Mar. | 2. | Bal. | $ 270.61 |
| " | 2. | Cash, | 117.00 |
| " | 10. | " | 108.00 |
| " | 18. | " | 125.00 |
| " | 23. | " | 100.00 |
| " | 30. | " | 110.00 |
| " | 30. | " | 30.00 |
| Apr. | 6. | " | 106.00 |
| " | 10. | " | 52.00 |
| " | 10. | " | 170.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Apr. | 14. | Check, | $ 55.64 | Apr. | 10. | Bal. | $ 271.45 |
| " | 14. | " | 32.80 | " | 16. | Cash, | 40.00 |
| " | 16. | " | 30.17 | " | 20. | " | 87.00 |
| " | 16. | " | 23.60 | " | 21. | " | 20.00 |
| " | 17. | " | 49.16 | " | 23. | " | 31.90 |
| " | 17. | " | 32.68 | " | 27. | " | 100.00 |
| " | 20. | " | 27.45 | " | 30. | " | 40.00 |
| " | 21. | " | 64.57 | May | 4. | " | 112.00 |
| " | 21. | " | 40.00 | " | 5. | " | 30.00 |
| " | 22. | " | 5.00 | " | 9. | " | 25.00 |
| " | 24. | " | 10.48 | " | 11. | " | 112.20 |
| " | 24. | " | 24.20 | " | 15. | " | 85.00 |
| " | 25. | " | 40.51 | " | 18. | " | 137.00 |
| " | 27. | " | 14.80 | " | 22. | " | 50.00 |
| " | 30. | " | 31.90 | | | | |
| May | 2. | | 19.30 | | | | |
| " | 2. | " | 11.67 | | | | |
| " | 4. | " | 16.85 | | | | |
| " | 5. | " | 29.50 | | | | |
| " | 5. | " | 15.22 | | | | |
| " | 6. | " | 15.30 | | | | |
| " | 8. | " | 15.87 | | | | |
| " | 9. | " | 83.80 | | | | |
| " | 9. | " | 27.49 | | | | |
| " | 11. | " | 16.62 | | | | |
| " | 12. | " | 7.80 | | | | |
| " | 14. | " | 11.51 | | | | |
| " | 14. | " | 35.85 | | | | |
| " | 15. | " | 21.10 | | | | |
| " | 16. | " | .75 | | | | |
| " | 17. | " | 7.60 | | | | |
| " | 17. | " | 5.33 | | | | |
| " | 17. | " | 31.55 | | | | |
| " | 18. | " | 20.18 | | | | |
| " | 19. | " | 40.00 | | | | |
| " | 19. | " | 43.60 | | | | |
| " | 19. | " | 25.05 | | | | |
| " | 21. | " | 32.79 | | | | |
| " | 22. | " | 51.60 | | | | |
| " | 22. | " | 18.13 | | | | |
| Bal. | | | 54.13 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| May | 23. | Check, | $ 8.85 | May | 22. | Bal. | $ 54.03 |
| " | 25. | " | 48.50 | " | 25. | Cash | 157.00 |
| " | 29. | " | 18.25 | " | 29. | " | 40.00 |
| " | 29. | " | 22.51 | June | 1. | " | 25.00 |
| " | 29. | " | 19.40 | " | 1. | " | 144.00 |
| " | 29. | " | 25.00 | " | 2. | " | 42.00 |
| June | 1. | " | 25.55 | " | 8. | " | 135.00 |
| " | 1. | " | 26.16 | " | 12. | " | 53.00 |
| " | 1. | " | 36.75 | " | 15. | " | 190.00 |
| " | 5. | " | 24.31 | " | 18. | " | 50.00 |
| " | 6. | " | 50.75 | " | 22. | " | 130.00 |
| " | 6. | " | 18.36 | | | | |
| " | 6. | " | 5.23 | | | | |
| " | 8. | " | 26.37 | | | | |
| " | 8. | " | 7.62 | | | | |
| " | 8. | " | 25.55 | | | | |
| " | 8. | " | 24.30 | | | | |
| " | 8. | " | 21.86 | | | | |
| " | 8. | " | 29.25 | | | | |
| " | 10. | " | 8.19 | | | | |
| " | 11. | " | 53.35 | | | | |
| " | 12. | " | 11.64 | | | | |
| " | 12. | " | 16.51 | | | | |
| " | 12. | " | 26.13 | | | | |
| " | 13. | " | 10.00 | | | | |
| " | 15. | " | 7.17 | | | | |
| " | 16. | " | 7.80 | | | | |
| " | 17. | " | 45.27 | | | | |
| " | 17. | " | 40.00 | | | | |
| " | 17. | " | 6.84 | | | | |
| " | 19. | " | 12.00 | | | | |
| " | 20. | " | 10.00 | | | | |
| " | 20. | " | 12.35 | | | | |
| " | 20. | " | 34.78 | | | | |
| " | 20. | " | 43.50 | | | | |
| " | 20. | " | 6.90 | | | | |
| " | 22. | " | 21.22 | | | | |
| " | 26. | " | 11.39 | | | | |
| " | 26. | " | 6.00 | | | | |
| " | 26. | " | 55.35 | | | | |
| " | 26. | " | 24.80 | | | | |
| " | 26. | " | 5.47 | | | | |
| " | 26. | " | 47.81 | | | | |
| Bal. | | | 31.09 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| June | 29. | Check | $ 15.81 | June | 29. | Bal. | $31.09 |
| July | 1. | " | 4.90 | " | 29. | Cash, | 177.00 |
| " | 1. | " | 4.82 | July | 6. | " | 220.00 |
| " | 1. | " | 8.66 | " | 6. | " | 30.52 |
| " | 2. | " | 4.70 | " | 13. | " | 136.00 |
| " | 2. | " | 13.14 | " | 16. | " | 63.25 |
| " | 2. | " | 6.80 | " | 20. | " | 105.00 |
| " | 2. | " | 19.37 | " | 27. | " | 111.00 |
| " | 3. | " | 69.25 | " | 29. | " | 125.00 |
| " | 3. | " | 12.49 | Aug | 3. | " | 153.00 |
| " | 6. | " | 18.62 | | | | |
| " | 6. | " | 11.90 | | | | |
| " | 7. | " | 14.43 | | | | |
| " | 7. | " | 27.50 | | | | |
| " | 9. | " | 81.83 | | | | |
| " | 9. | " | 9.01 | | | | |
| " | 10. | " | 37.84 | | | | |
| " | 10. | " | 37.75 | | | | |
| " | 10. | " | 16.15 | | | | |
| " | 11. | " | 19.98 | | | | |
| " | 11. | " | 18.90 | | | | |
| " | 14. | " | 7.80 | | | | |
| " | 16. | " | 18.81 | | | | |
| " | 16. | " | 24.00 | | | | |
| " | 18. | " | 21.60 | | | | |
| " | 18. | " | 45.15 | | | | |
| " | 20. | " | 30.20 | | | | |
| " | 20. | " | 40.00 | | | | |
| " | 21. | " | 14.00 | | | | |
| " | 23. | " | 22.67 | | | | |
| " | 24. | " | 17.65 | | | | |
| " | 24. | " | 16.71 | | | | |
| " | 25. | " | 2.45 | | | | |
| " | 25. | " | 25.06 | | | | |
| " | 27. | " | 8.82 | | | | |
| Aug. | 1. | " | 22.12 | | | | |
| " | 1. | " | 34.13 | | | | |
| " | 3. | " | 65.15 | | | | |
| " | 3. | " | 17.37 | | | | |
| " | 4. | " | 53.61 | | | | |
| " | 4. | " | 13.86 | | | | |
| " | 4. | " | 37.29 | | | | |
| | | Bal. | 159.56 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Aug. | 8. | Check | $ 39.55 | Aug. | 4. | Bal. | $ 159.56 |
| " | 10. | " | 31.66 | " | 10. | Cash, | 200.00 |
| " | 10. | " | 25.63 | " | 12. | " | 40.00 |
| " | 11. | " | 17.86 | " | 17. | " | 152.00 |
| " | 11. | " | 34.90 | " | 22. | " | 194.00 |
| " | 11. | " | 7.80 | " | 26. | " | 25.00 |
| " | 12. | " | 13.07 | " | 31. | " | 105.00 |
| " | 14. | " | 7.74 | Sept. | 3. | " | 35.00 |
| " | 14. | " | 22.10 | " | 8. | " | 129.00 |
| " | 17. | " | 39.44 | " | 14. | " | 130.00 |
| " | 17. | " | 12.30 | " | 17. | " | 40.00 |
| " | 18. | " | 43.38 | | | | |
| " | 18. | " | 76.80 | | | | |
| " | 18. | " | 24.56 | | | | |
| " | 18. | " | 40.00 | | | | |
| " | 21. | " | 12.83 | | | | |
| " | 21. | " | 11.44 | | | | |
| " | 22. | " | 11.00 | | | | |
| " | 22. | " | 17.46 | | | | |
| " | 25. | " | 23.39 | | | | |
| " | 26. | " | 8.35 | | | | |
| " | 29. | " | 20.71 | | | | |
| " | 29. | " | 13.71 | | | | |
| " | 29. | " | 10.44 | | | | |
| " | 29. | " | 38.00 | | | | |
| " | 29. | " | 35.75 | | | | |
| " | 31. | " | 21.64 | | | | |
| " | 31. | " | 7.89 | | | | |
| Sept. | 1. | " | 36.60 | | | | |
| " | 2. | " | 24.88 | | | | |
| " | 3. | " | 46.44 | | | | |
| " | 4. | " | 7.58 | | | | |
| " | 5. | " | 20.85 | | | | |
| " | 8. | " | 11.03 | | | | |
| " | 8. | " | 24.30 | | | | |
| " | 8. | " | 30.55 | | | | |
| " | 9. | " | 37.22 | | | | |
| " | 17. | " | 68.65 | | | | |
| " | 18. | " | 44.90 | | | | |
| " | 18. | " | 40.22 | | | | |
| " | 18. | " | 11.09 | | | | |
| | | Bal. | 135.85 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sept. | 19. | Check | $ 43.76 | Sept. | 18. | Bal. | $ 135.85 |
| " | 21. | " | 15.61 | " | 21. | Cash. | 123.00 |
| " | 21. | " | 40.00 | " | 24. | " | 55.00 |
| " | 23. | " | 11.22 | " | 28. | " | 120.00 |
| " | 23. | " | 7.80 | | 30. | " | 25.00 |
| " | 25. | " | 35.00 | Oct. | 5. | " | 147.00 |
| " | 25. | " | 50.08 | " | 6. | " | 30.00 |
| " | 26. | " | 3.32 | " | 12. | " | 165.00 |
| " | 28. | " | 14.33 | " | 14. | " | 52.70 |
| " | 28. | " | 14.37 | " | 16. | " | 62.00 |
| Oct. | 3. | " | 41.60 | " | 19. | " | 63.00 |
| " | 3. | " | 19.32 | " | 21. | " | 50.00 |
| " | 3. | " | 37.66 | " | 23. | " | 50.00 |
| " | 3. | " | 68.25 | " | 26. | " | 142.00 |
| " | 8. | " | 10.64 | " | 29. | " | 35.00 |
| " | 8. | " | 14.70 | | | | |
| " | 8. | " | 9.01 | | | | |
| " | 9. | " | 38.70 | | | | |
| " | 9. | " | 49.30 | | | | |
| " | 9. | " | 13.72 | | | | |
| " | 10. | " | 39.90 | | | | |
| " | 17. | " | 13.47 | | | | |
| " | 17. | " | 31.22 | | | | |
| " | 17. | " | 7.48 | | | | |
| " | 17. | " | 27.63 | | | | |
| " | 19. | " | 30.60 | | | | |
| " | 19. | " | 68.00 | | | | |
| " | 19. | " | 10.95 | | | | |
| " | 20. | " | 50.15 | | | | |
| " | 20. | " | 27.20 | | | | |
| " | 20. | " | 7.80 | | | | |
| " | 20. | " | 40.00 | | | | |
| " | 21. | " | 5.94 | | | | |
| " | 24. | " | 7.65 | | | | |
| " | 27. | " | 56.40 | | | | |
| " | 29. | " | 17.05 | | | | |
| " | 29. | " | 45.00 | | | | |
| " | 29. | " | 53.53 | | | | |
| " | 30. | " | 17.37 | | | | |
| " | 30. | " | 24.58 | | | | |
| " | 30. | " | 19.60 | | | | |
| | | Bal. | 115.64 | | | | |

| | | | | |
|---|---|---|---|---|
| Nov. | 5. | Check .. | $ | 20.58 |
| " | 6. | " | | 79.40 |
| " | 7. | " | | 40.00 |
| " | 7. | " | | 62.80 |
| " | 7. | " | | 34.25 |
| " | 12. | " | | 7.00 |
| " | 13. | " | | 52.52 |
| " | 13. | " | | 50.00 |
| " | 14. | " | | 40.40 |
| " | 16. | " | | 55.30 |
| " | 17. | " | | 14.46 |
| " | 17. | " | | 18.18 |
| " | 20. | " | | 26.00 |
| " | 21. | " | | 47.88 |
| " | 21. | " | | 45.00 |
| " | 21. | " | | 50.00 |
| " | 21. | " | | 40.00 |
| " | 24. | " | | 7.80 |
| " | 27. | " | | 36.00 |
| " | 30. | " | | 48.70 |
| " | 30. | " | | 15.43 |
| " | 30. | " | | 26.20 |
| Dec. | 2. | " | | 33.95 |
| " | 4. | " | | 50.50 |
| " | 4. | " | | 19.64 |
| " | 4. | " | | 56.60 |
| " | 8. | " | | 20.82 |
| " | 8. | " | | 48.15 |
| " | 8. | " | | 26.58 |
| " | 10. | " | | 26.35 |
| " | 11. | " | | 15.85 |
| " | 11. | " | | 50.00 |
| " | 16. | " | | 18.50 |
| " | 16. | " | | 47.24 |
| " | 17. | " | | 20.00 |
| " | 17. | " | | 13.75 |
| " | 18. | " | | 20.00 |
| " | 19. | " | | 29.63 |
| " | 19. | " | | 50.40 |
| " | 23. | " | | 59.39 |
| " | 23. | " | | 20.91 |
| Bal. | | | | 258.48 |

| | | | | |
|---|---|---|---|---|
| Nov. | 1. | Bal. | $ | 115.64 |
| " | 2. | Cash, | | 142.00 |
| " | 5. | " | | 45.00 |
| " | 7. | " | | 200.00 |
| " | 12. | " | | 46.00 |
| " | 16. | " | | 152.00 |
| " | 20. | " | | 55.00 |
| " | 23. | " | | 117.00 |
| " | 24. | " | | 35.00 |
| " | 30. | " | | 125.00 |
| Dec. | 3. | " | | 59.00 |
| " | 4. | " | | 45.00 |
| " | 7. | " | | 87.00 |
| " | 11. | " | | 175.00 |
| " | 17. | " | | 60.00 |
| " | 19. | " | | 126.00 |
| " | 23. | " | | 120.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Dec. | 24. | Check, | $ 17.05 | Dec. | 23. | Bal. | $ 258.48 |
| " | 24 | " | 22.04 | " | 26. | Cash, | 277.50 |
| " | 30. | " | 7.80 | " | 28. | " | 64.00 |
| " | 31. | " | 41.40 | " | 31. | " | 50.00 |
| " | 31. | " | 44.11 | | | | $649.98 |
| " | 31. | " | 9.01 | | | | |
| Bal. | | | 508.57 | | | | |
| | | | $649.98 | | | | |

1904

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Jan. | 2. | Check, | $ 40.50 | Jan. | 1. | Bal. | $ 508.57 |
| " | 2. | " | 27.46 | " | 4. | Cash, | 69.00 |
| " | 2. | " | 31.28 | " | 7. | " | 59.05 |
| " | 2. | " | 110.00 | " | 11. | " | 93.00 |
| " | 2. | " | 20.65 | " | 18. | " | 101.00 |
| " | 2. | " | 20.00 | " | 20. | " | 30.00 |
| " | 4. | " | 4.24 | " | 25. | " | 66.00 |
| " | 4. | " | 38.53 | " | 29. | " | 50.00 |
| " | 4. | " | 25.57 | | | | $976.62 |
| " | 4. | " | 29.01 | | | | |
| " | 5. | " | 15.68 | | | | |
| " | 5. | " | 2.00 | | | | |
| " | 6. | " | 24.10 | | | | |
| " | 6. | " | 28.50 | | | | |
| " | 7. | " | 13.87 | | | | |
| " | 7. | " | 19.07 | | | | |
| " | 14. | " | 39.07 | | | | |
| " | 15. | " | 44.97 | | | | |
| " | 15. | " | 17.63 | | | | |
| " | 15. | " | 65.13 | | | | |
| " | 15. | " | 6.93 | | | | |
| " | 16. | " | 16.91 | | | | |
| " | 19. | " | 8.64 | | | | |
| " | 23. | " | 13.61 | | | | |
| " | 25. | " | 7.13 | | | | |
| " | 26. | " | 15.20 | | | | |
| " | 26. | " | 14.70 | | | | |
| " | 26. | " | 6.17 | | | | |
| " | 26. | " | 48.26 | | | | |
| " | 30. | " | 15.93 | | | | |
| Bal. | | | 205.88 | | | | |
| | | | $976.62 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Feb. | 1. | Check, | $ 27.05 | Feb. | 1. | Bal. | $ 205.88 |
| " | 1. | " | 21.09 | " | 1. | Cash, | 85.00 |
| " | 2. | " | 29.75 | " | 8. | " | 132.00 |
| " | 5. | " | 10.00 | " | 9. | " | 21.00 |
| " | 5. | " | 39.59 | " | 15. | " | 131.00 |
| " | 6. | " | 7.26 | " | 23. | " | 135.00 |
| " | 8. | " | 40.00 | " | 25. | " | 35.00 |
| " | 8. | " | 8.00 | " | 27. | " | 150.00 |
| " | 9. | " | 14.70 | | | | $894.88 |
| " | 13. | " | 10.05 | | | | |
| " | 13. | " | 10.46 | | | | |
| " | 15. | " | 25.92 | | | | |
| " | 15. | " | 44.00 | | | | |
| " | 16. | " | 9.97 | | | | |
| " | 17. | " | 23.92 | | | | |
| " | 19. | " | 44.87 | | | | |
| " | 19. | " | 19.85 | | | | |
| " | 19. | " | 18.85 | | | | |
| " | 19. | " | 10.78 | | | | |
| " | 20. | " | 15.00 | | | | |
| " | 20. | " | 15.60 | | | | |
| " | 23. | " | 24.22 | | | | |
| " | 26. | " | 15.76 | | | | |
| " | 27. | " | 14.50 | | | | |
| " | 27. | " | 20.00 | | | | |
| " | 27. | " | 8.79 | | | | |
| " | 27. | " | 10.53 | | | | |
| " | 27. | " | 20.00 | | | | |
| " | 29. | " | 28.50 | | | | |
| " | 29. | " | 30.00 | | | | |
| Bal. | | | 275.87 | | | | |
| | | | $894.88 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Mar. | 1. | Check, | $ 15.52 | Mar. | 1. | Bal. | $ 275.87 |
| " | 2. | " | 150.00 | " | 1. | Cash, | 107.00 |
| " | 4. | " | 25.00 | " | 7. | " | 110.00 |
| " | 5. | " | 20.00 | " | 14. | " | 296.00 |
| " | 5. | " | 15.33 | " | 17. | " | 35.00 |
| " | 5. | " | 8.71 | " | 22. | " | 91.00 |
| " | 7. | " | 18.25 | " | 24. | " | 43.00 |
| " | 7. | " | 9.38 | " | 28. | " | 86.00 |
| " | 7. | " | 8.92 | | | | $1,043.87 |
| " | 11. | " | 8.57 | | | | |
| " | 12. | " | 47.70 | | | | |
| " | 12. | " | 20.00 | | | | |
| " | 12. | " | 20.00 | | | | |
| " | 16. | " | 15.68 | | | | |
| " | 18. | " | 38.05 | | | | |
| " | 16. | " | 24.71 | | | | |
| " | 18. | " | 35.85 | | | | |
| " | 19. | " | 21.15 | | | | |
| " | 19. | " | 50.00 | | | | |
| " | 19. | " | 50.00 | | | | |
| " | 21. | " | 75.10 | | | | |
| | 22. | " | 41.16 | | | | |
| " | 28. | | 12.23 | | | | |
| " | 28. | " | 20.16 | | | | |
| " | 28. | " | 1.96 | | | | |
| " | 28. | " | 15.33 | | | | |
| " | 29. | " | 32.52 | | | | |
| " | 29. | " | 18.00 | | | | |
| " | 31. | " | 40.00 | | | | |
| | | Bal. | 184.59 | | | | |
| | | | $1,043.87 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Apr. | 1. | Check, | $ 42.24 | Apr. | 1. | Bal. | $ 184.59 |
| " | 1. | " | 30.00 | " | 4. | Cash, | 166.00 |
| " | 1. | " | 30.00 | " | 6. | " | 32.00 |
| " | 9. | " | 12.78 | " | 8. | " | 40.00 |
| " | 9. | " | 17.35 | " | 11. | " | 145.00 |
| " | 9. | " | 15.00 | " | 14. | " | 32.00 |
| " | 9. | " | 18.60 | " | 18. | " | 109.00 |
| " | 11. | " | 36.99 | " | 21. | " | 35.00 |
| " | 11. | " | 11.04 | " | 25. | " | 83.00 |
| " | 11. | " | 18.32 | " | 28. | " | 45.00 |
| " | 11. | " | 9.01 | | | | $871.59 |
| " | 12. | " | 15.75 | | | | |
| " | 12. | " | 37.10 | | | | |
| | 12. | " | 10.37 | | | | |
| " | 14. | " | 9.00 | | | | |
| " | 15. | " | 23.30 | | | | |
| " | 16. | " | 35.00 | | | | |
| " | 16. | " | 24.75 | | | | |
| " | 16. | " | 13.69 | | | | |
| " | 16. | " | 27.79 | | | | |
| " | 16. | " | 40.00 | | | | |
| " | 18. | " | 25.74 | | | | |
| " | 21. | " | 35.10 | | | | |
| " | 23. | " | 27.04 | | | | |
| " | 23. | " | 17.90 | | | | |
| " | 23. | " | 28.40 | | | | |
| " | 23. | " | 47.20 | | | | |
| " | 30. | " | 11.90 | | | | |
| " | 30. | " | 9.55 | | | | |
| | | Bal. | 190.68 | | | | |
| | | | $871.59 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| May | 2. | Check, | $ 11.63 | May | 1. | Bal. | $ 190.68 |
| " | 2. | " | 19.05 | " | 2. | Cash, | 130.00 |
| " | 2. | " | 24.15 | " | 4. | " | 22.00 |
| " | 3. | " | 14.45 | " | 9. | " | 162.00 |
| " | 3. | " | 41.40 | " | 11. | " | 44.00 |
| " | 5. | " | 55.85 | " | 16. | " | 147.00 |
| " | 5. | " | 28.75 | " | 18. | " | 40.00 |
| " | 7. | " | 10.78 | " | 20. | " | 35.15 |
| " | 9. | " | 10.38 | " | 23. | " | 139.55 |
| " | 10. | " | 5.00 | " | 24. | " | 33.00 |
| " | 10. | " | 25.00 | " | 31. | " | 240.00 |
| " | 11. | " | 17.57 | | | | $1,183.38 |
| " | 12. | " | 30.75 | | | | |
| " | 12. | " | 22.64 | | | | |
| " | 13. | " | 19.34 | | | | |
| " | 13. | " | 15.60 | | | | |
| " | 14. | " | 55.25 | | | | |
| " | 14. | " | 23.85 | | | | |
| " | 16. | " | 20.00 | | | | |
| " | 17. | " | 22.90 | | | | |
| " | 19. | " | 25.20 | | | | |
| " | 19. | " | 18.01 | | | | |
| " | 20. | " | 23.52 | | | | |
| " | 20. | " | 15.18 | | | | |
| " | 20. | " | 40.29 | | | | |
| " | 21. | " | 11.25 | | | | |
| " | 23. | " | 32.10 | | | | |
| " | 23. | " | 10.00 | | | | |
| " | 27. | " | 24.30 | | | | |
| " | 28. | " | 34.55 | | | | |
| " | 28. | " | 12.20 | | | | |
| " | 28. | " | 27.04 | | | | |
| " | 28. | " | 13.04 | | | | |
| " | 28. | " | 44.31 | | | | |
| " | 28. | " | 45.32 | | | | |
| " | 31. | " | 6.06 | | | | |
| | | Bal. | 326.67 | | | | |
| | | | $1,183.38 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| June | 2. | Check, | $ 9.80 | June | 1. | Bal. | $ 326.67 |
| " | 3. | " | 60.15 | " | 4. | Cash, | 50.00 |
| " | 3. | " | 14.57 | " | 7. | " | 156.00 |
| " | 4. | " | 8.55 | " | 9. | " | 59.50 |
| " | 4. | " | 10.27 | " | 13. | " | 188.00 |
| " | 4. | " | 9.17 | " | 21. | " | 250.00 |
| | 4. | " | 42.19 | " | 23. | " | 60.00 |
| " | 6. | " | 55.00 | " | 27. | " | 156.00 |
| " | 6. | " | 20.94 | " | 28. | " | 32.00 |
| " | 8. | " | 11.60 | | | | $1,278.17 |
| " | 9. | " | 24.65 | | | | |
| " | 10. | " | 49.50 | | | | |
| " | 10. | " | 78.73 | | | | |
| " | 10. | " | 12.00 | | | | |
| " | 13. | " | 7.73 | | | | |
| " | 13. | " | 37.40 | | | | |
| " | 17. | " | 7.59 | | | | |
| " | 18. | " | 27.24 | | | | |
| " | 18. | " | 51.90 | | | | |
| " | 18. | " | 14.71 | | | | |
| " | 18. | " | 17.06 | | | | |
| " | 18. | " | 78.74 | | | | |
| " | 18. | " | 18.80 | | | | |
| " | 18. | " | 8.82 | | | | |
| " | 21. | " | 9.25 | | | | |
| " | 21. | " | 6.06 | | | | |
| " | 22. | " | 4.63 | | | | |
| " | 25. | " | 8.28 | | | | |
| " | 25. | " | 112.42 | | | | |
| " | 25. | " | 42.20 | | | | |
| " | 25. | " | 38.78 | | | | |
| " | 27. | " | 24.90 | | | | |
| " | 27. | " | 39.66 | | | | |
| " | 27. | " | 25.00 | | | | |
| " | 28. | " | 9.75 | | | | |
| " | 30. | " | 9.01 | | | | |
| | | Bal. | 271.12 | | | | |
| | | | $1,278.17 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| July | 1. | Check, | $ 23.95 | July | 1. | Bal. | $ 271.12 |
| " | 1. | " | 24.99 | " | 5. | Cash, | 233.00 |
| " | 2. | " | 8.00 | " | 11. | " | 168.00 |
| " | 2. | " | 20.10 | " | 14. | " | 55.00 |
| " | 2. | " | 16.78 | " | 18. | " | 92.00 |
| " | 2. | " | 73.80 | " | 25. | " | 180.00 |
| " | 5. | " | 16.61 | | | | $999.12 |
| " | 7. | " | 27.78 | | | | |
| " | 7. | " | 15.60 | | | | |
| " | 9. | " | 33.80 | | | | |
| " | 9. | " | 2.85 | | | | |
| " | 11. | " | 11.53 | | | | |
| " | 11. | " | 2.69 | | | | |
| " | 11. | " | 11.72 | | | | |
| " | 11. | " | 46.85 | | | | |
| " | 12. | " | 13.89 | | | | |
| " | 12. | " | 55.20 | | | | |
| " | 12. | " | 2.00 | | | | |
| " | 13. | " | 4.80 | | | | |
| " | 15. | " | 14.86 | | | | |
| " | 16. | " | 23.88 | | | | |
| " | 16. | " | 59.15 | | | | |
| " | 16. | " | 6.65 | | | | |
| " | 16. | " | 21.90 | | | | |
| " | 16. | " | 32.82 | | | | |
| " | 18. | " | 22.45 | | | | |
| " | 20. | " | 31.45 | | | | |
| " | 20. | " | 24.00 | | | | |
| " | 22. | " | 19.98 | | | | |
| " | 22. | " | 15.25 | | | | |
| " | 23. | " | 16.62 | | | | |
| " | 23. | " | 29.19 | | | | |
| " | 25. | " | 19.20 | | | | |
| " | 29. | " | 35.19 | | | | |
| " | 29. | " | 8.13 | | | | |
| " | 30. | " | 6.95 | | | | |
| " | 30. | " | 30.00 | | | | |
| " | 30. | " | 25.95 | | | | |
| " | 30. | " | 30.00 | | | | |
| " | 30. | " | 13.72 | | | | |
| " | 31. | Bal. | 98.84 | | | | |
| | | | $999.12 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Aug. | 1. | Check, | $ 21.93 | Aug. | 1. | Bal. | $ 98.84 |
| " | 1. | " | 10.33 | " | 1. | Cash, | 200.00 |
| " | 5. | " | 7.82 | " | 4. | " | 55.00 |
| " | 6. | " | 5.39 | " | 8. | " | 134.00 |
| " | 6. | " | 29.50 | " | 11. | " | 45.00 |
| " | 6. | " | 60.45 | " | 15. | " | 150.00 |
| " | 6. | " | 7.57 | " | 22. | " | 150.00 |
| " | 6. | " | 12.42 | " | 24. | " | 40.84 |
| " | 8. | " | 13.20 | " | 29. | " | 112.00 |
| " | 8. | " | 38.33 | | | | $985.68 |
| " | 8. | " | 20.28 | | | | |
| " | 9. | " | 22.50 | | | | |
| " | 12. | " | 26.20 | | | | |
| " | 12. | " | 28.80 | | | | |
| " | 12. | " | 44.16 | | | | |
| " | 12. | " | 30.41 | | | | |
| " | 13. | " | 22.19 | | | | |
| " | 19. | " | 11.76 | | | | |
| " | 20. | " | 35.73 | | | | |
| " | 20. | " | 6.67 | | | | |
| " | 20. | " | 20.29 | | | | |
| " | 20. | " | 35.20 | | | | |
| " | 20. | " | 20.40 | | | | |
| " | 22. | " | 46.35 | | | | |
| " | 23. | " | 10.98 | | | | |
| " | 24. | " | 13.20 | | | | |
| " | 25. | " | 18.25 | | | | |
| " | 26. | " | 31.40 | | | | |
| " | 26. | " | 23.52 | | | | |
| " | 27. | " | 10.80 | | | | |
| " | 27. | " | 40.90 | | | | |
| " | 27. | " | 32.30 | | | | |
| " | 29. | " | 17.49 | | | | |
| " | 31. | " | 7.80 | | | | |
| | | Bal. | 201.16 | | | | |
| | | | $985.68 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sept. | 2. | Check, | $ 12.24 | Sept. | 1. | Bal. | $ 201.16 |
| " | 3. | " | 6.00 | " | 3. | Cash, | 50.00 |
| " | 3. | " | 7.84 | " | 6. | " | 124.00 |
| " | 6. | " | 5.06 | " | 12. | " | 93.00 |
| " | 6. | " | 28.12 | " | 20. | " | 86.00 |
| " | 6. | " | 20.00 | " | 26. | " | 150.00 |
| " | 6. | " | 26.75 | | | | $704.16 |
| " | 7. | " | 5.88 | | | | |
| " | 7. | " | 6.00 | | | | |
| " | 8. | " | 10.94 | | | | |
| " | 8. | " | 15.14 | | | | |
| " | 9. | " | 17.97 | | | | |
| " | 10. | " | 65.95 | | | | |
| " | 10. | " | 11.46 | | | | |
| " | 12. | " | 66.00 | | | | |
| " | 15. | " | 12.00 | | | | |
| " | 16. | " | 43.94 | | | | |
| " | 17. | " | 22.10 | | | | |
| " | 20. | " | 6.82 | | | | |
| " | 22. | " | 14.70 | | | | |
| " | 26. | " | 10.00 | | | | |
| " | 26. | " | 33.61 | | | | |
| " | 26. | " | 12.35 | | | | |
| " | 26. | " | 9.67 | | | | |
| " | 26. | " | 22.50 | | | | |
| " | 30. | " | 6.96 | | | | |
| | | Bal. | 204.16 | | | | |
| | | | $704.16 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Oct. | 1. | Check, | $ 27.10 | Oct. | 1. | Bal. | $ 204.16 |
| " | 1. | " | 7.31 | " | 3. | Cash, | 145.00 |
| " | 3. | " | 24.00 | " | 10. | " | 161.00 |
| " | 4. | " | 14.93 | " | 17. | " | 160.00 |
| " | 5. | " | 23.80 | " | 24. | " | 145.00 |
| " | 5. | " | 24.95 | " | 25. | " | 40.00 |
| " | 6. | " | 42.70 | " | 31. | " | 140.00 |
| " | 6. | " | 46.58 | | | | $995.16 |
| " | 6. | " | 9.01 | | | | |
| " | 6. | " | 7.80 | | | | |
| " | 8. | " | 43.30 | | | | |
| " | 8. | " | 12.00 | | | | |
| " | 14. | " | 14.26 | | | | |
| " | 14. | " | 18.18 | | | | |
| " | 14. | " | 16.91 | | | | |
| " | 15. | " | 12.52 | | | | |
| " | 17. | " | 37.65 | | | | |
| " | 17. | " | 29.38 | | | | |
| " | 17. | " | 24.50 | | | | |
| | 20. | " | 10.78 | | | | |
| " | 21. | " | 21.41 | | | | |
| " | 21. | " | 8.82 | | | | |
| " | 22. | " | 19.26 | | | | |
| " | 22. | " | 6.86 | | | | |
| " | 22. | " | 64.35 | | | | |
| " | 25. | " | 33.84 | | | | |
| " | 25. | " | 12.65 | | | | |
| " | 26. | " | 3.10 | | | | |
| " | 28. | " | 13.43 | | | | |
| " | 29. | " | 15.67 | | | | |
| " | 29. | " | 37.60 | | | | |
| " | 29. | " | 21.05 | | | | |
| " | 31. | " | 93.88 | | | | |
| | | Bal. | 195.58 | | | | |
| | | | $995.16 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Nov. | 3. | Check, | $ 54.62 | Nov. | 1. | Bal. | $ 195.58 |
| " | 4. | " | 49.46 | " | 1. | Cash, | 40.00 |
| " | 7. | " | 40.18 | " | 7. | " | 116.00 |
| " | 7. | " | 30.00 | " | 12. | " | 100.00 |
| " | 12. | " | 40.00 | " | 14. | " | 135.00 |
| " | 14. | " | 8.82 | " | 17. | " | 55.00 |
| " | 14. | " | 62.98 | " | 21. | " | 104.00 |
| " | 14. | " | 42.94 | " | 25. | " | 43.00 |
| " | 14. | " | 21.40 | " | 29. | " | 81.00 |
| " | 15. | " | 9.00 | | | | $869.58 |
| " | 17. | " | 33.60 | | | | |
| " | 17. | " | 5.60 | | | | |
| " | 18. | " | 16.68 | | | | |
| " | 18. | " | 30.63 | | | | |
| " | 18. | " | 31.88 | | | | |
| " | 19. | " | 28.35 | | | | |
| " | 19. | " | 20.79 | | | | |
| " | 19. | " | 33.93 | | | | |
| " | 19. | " | 15.60 | | | | |
| " | 25. | " | 13.65 | | | | |
| " | 25. | " | 6.56 | | | | |
| " | 26. | " | 27.75 | | | | |
| " | 26. | " | 3.39 | | | | |
| " | 26. | " | 3.43 | | | | |
| " | 28. | " | 13.97 | | | | |
| " | 30. | " | 34.90 | | | | |
| | | Bal. | 189.47 | | | | |
| | | | $869.58 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Dec. | 2. | Check, | $ 13.23 | Dec. | 1. | Bal. | $ 189.47 |
| " | 3. | " | 21.10 | " | 2. | Cash, | 35.00 |
| " | 3. | " | 4.89 | " | 5. | " | 250.00 |
| " | 3. | " | 6.00 | " | 8. | " | 180.00 |
| " | 5. | " | 20.00 | " | 12. | " | 205.00 |
| " | 6. | " | 33.10 | " | 19. | " | 216.00 |
| " | 8. | " | 29.20 | " | 27. | " | 420.00 |
| " | 8. | " | 47.29 | | | | $1,495.47 |
| " | 8. | " | 6.00 | | | | |
| " | 9. | " | 29.44 | | | | |
| " | 9. | " | 39.31 | | | | |
| " | 10. | " | 30.77 | | | | |
| " | 10. | " | 22.65 | | | | |
| " | 12. | " | 25.73 | | | | |
| " | 12. | " | 22.20 | | | | |
| " | 15. | " | 11.60 | | | | |
| " | 15. | " | 42.63 | | | | |
| " | 16. | " | 20.65 | | | | |
| " | 16. | " | 37.82 | | | | |
| " | 16. | " | 4.00 | | | | |
| " | 16. | " | 21.22 | | | | |
| " | 16. | " | 20.58 | | | | |
| " | 17. | " | 25.00 | | | | |
| " | 20. | " | 6.00 | | | | |
| " | 21. | " | 5.88 | | | | |
| " | 21. | " | 30.96 | | | | |
| " | 21. | " | 12.80 | | | | |
| " | 23. | " | 19.40 | | | | |
| " | 23. | " | 48.05 | | | | |
| " | 23. | " | 25.00 | | | | |
| " | 23. | " | 35.11 | | | | |
| " | 24. | " | 25.00 | | | | |
| " | 27. | " | 39.67 | | | | |
| " | 28. | " | 6.00 | | | | |
| " | 30. | " | 9.01 | | | | |
| " | 30. | " | 35.18 | | | | |
| " | 30. | " | 44.35 | | | | |
| " | 31. | " | 15.70 | | | | |
| " | 31. | " | 78.31 | | | | |
| " | 31. | " | 25.73 | | | | |
| " | 31. | " | 15.68 | | | | |
| " | 31. | " | 24.18 | | | | |
| | | Bal. | 459.05 | | | | |
| | | | $1,495.47 | | | | |

1905

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Jan. | 3. | Check, | $ 17.94 | Jan. | 1. | Bal. | $ 459.05 |
| " | 3. | " | 7.80 | " | 4. | Cash, | 175.00 |
| " | 4. | " | 4.65 | " | 9. | " | 105.00 |
| " | 6. | " | 63.90 | " | 10. | " | 200.00 |
| " | 6. | " | 8.02 | " | 17. | " | 120.00 |
| " | 7. | " | 15.42 | " | 23. | " | 95.00 |
| " | 7. | " | 25.00 | " | 30. | " | 120.00 |
| " | 9. | " | 24.41 | | | | $1,274.05 |
| " | 9. | " | 4.00 | | | | |
| " | 9. | " | 200.00 | | | | |
| " | 12. | " | 9.25 | | | | |
| " | 14. | " | 11.84 | | | | |
| " | 14. | " | 64.90 | | | | |
| " | 16. | " | 66.97 | | | | |
| " | 17. | " | 9.80 | | | | |
| " | 19. | " | 6.00 | | | | |
| " | 20. | " | 114.58 | | | | |
| " | 21. | " | 50.00 | | | | |
| " | 21. | " | 32.70 | | | | |
| " | 23. | " | 55.14 | | | | |
| " | 26. | " | 35.57 | | | | |
| " | 28. | " | 6.00 | | | | |
| " | 31. | " | 2.00 | | | | |
| | | Bal. | 438.16 | | | | |
| | | | $1,274.05 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Feb. | 2. | Check, | $ 4.00 | Feb. | 1. | Bal. | $ 438.16 |
| " | 2. | " | 84.48 | " | 6. | Cash, | 105.00 |
| " | 3. | " | 39.66 | " | 15. | " | 150.00 |
| " | 9. | " | 5.80 | " | 20. | " | 65.00 |
| " | 9. | " | 6.00 | " | 27. | " | 135.00 |
| " | 10. | " | 100.20 | | | | $893.16 |
| " | 10. | " | 15.60 | | | | |
| " | 11. | " | 4.50 | | | | |
| " | 14. | " | 50.00 | | | | |
| " | 20. | " | 45.23 | | | | |
| " | 25. | " | 14.07 | | | | |
| " | 25. | " | 64.69 | | | | |
| " | 25. | " | 40.53 | | | | |
| | | Bal. | 418.40 | | | | |
| | | | $893.16 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Mar. | 2. | Check, | $ 74.45 | Mar. | 1. | Bal. | $ 418.40 |
| " | 2. | " | 4.00 | " | 6. | Cash, | 66.00 |
| " | 2. | " | 110.19 | " | 15. | " | 166.00 |
| " | 4. | " | 21.20 | " | 20. | " | 135.00 |
| " | 6. | " | 18.62 | " | 27. | " | 116.00 |
| " | 9. | " | 44.10 | | | | $901.40 |
| " | 11. | " | 31.67 | | | | |
| " | 11. | " | 34.37 | | | | |
| " | 11. | " | 30.40 | | | | |
| " | 11. | " | 9.75 | | | | |
| " | 13. | " | 23.82 | | | | |
| " | 13. | " | 6.18 | | | | |
| " | 18. | " | 68.35 | | | | |
| " | 18. | " | 48.90 | | | | |
| " | 18. | " | 24.75 | | | | |
| " | 21. | " | 28.25 | | | | |
| " | 24. | " | 49.59 | | | | |
| " | 25. | " | 39.20 | | | | |
| " | 25. | " | 2.45 | | | | |
| " | 25. | " | 22.41 | | | | |
| " | 25. | " | 4.00 | | | | |
| " | 28. | " | 6.13 | | | | |
| " | 30. | " | 29.58 | | | | |
| " | 30. | " | 24.48 | | | | |
| " | 30. | " | 53.03 | | | | |
| " | 31. | " | 9.01 | | | | |
| | | Bal. | 82.52 | | | | |
| | | | $901.40 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Apr. | 3. | Check, | $ 5.27 | Apr. | 1. | Bal. | $ 82.52 |
| " | 3. | " | 2.79 | " | 4. | Cash, | 180.00 |
| " | 7. | " | 77.05 | " | 10. | " | 165.60 |
| " | 7. | " | 27.35 | " | 17. | " | 124.00 |
| " | 8. | " | 26.89 | " | 25. | " | 260.00 |
| " | 8. | " | 15.43 | | | | $812.12 |
| " | 8. | " | 9.90 | | | | |
| " | 11. | " | 15.60 | | | | |
| " | 15. | " | 17.98 | | | | |
| " | 15. | " | 4.00 | | | | |
| " | 17. | " | 40.15 | | | | |
| " | 17. | " | 41.06 | | | | |
| " | 17. | " | 26.10 | | | | |
| " | 21. | " | 60.47 | | | | |
| " | 22. | " | 41.43 | | | | |
| " | 23. | " | 21.06 | | | | |
| " | 28. | " | 7.21 | | | | |
| " | 28. | " | 26.33 | | | | |
| " | 28. | " | 69.50 | | | | |
| " | 29. | " | 58.80 | | | | |
| " | 29. | " | 24.29 | | | | |
| | | Bal. | 193.46 | | | | |
| | | | $812.12 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| May | 1. | Check, | $ 7.64 | May | 1. | Bal. | $ 193.46 |
| " | 1. | " | 15.68 | " | 1. | Cash, | 145.00 |
| " | 5. | " | 38.20 | " | 8. | " | 160.00 |
| " | 5. | " | 25.50 | " | 15. | " | 175.00 |
| " | 5. | " | 15.44 | " | 22. | " | 140.00 |
| " | 6. | " | 9.55 | " | 29. | " | 175.00 |
| " | 6. | " | 45.40 | | | | $998..46 |
| " | 6. | " | 4.00 | | | | |
| " | 12. | " | 14.04 | | | | |
| " | 13. | " | 48.42 | | | | |
| " | 13. | " | 66.13 | | | | |
| " | 16. | " | 8.08 | | | | |
| " | 19. | " | 13.26 | | | | |
| " | 20. | " | 30.13 | | | | |
| " | 20. | " | 14.80 | | | | |
| " | 20. | " | 86.95 | | | | |
| " | 22. | " | 16.10 | | | | |
| " | 24. | " | 7.80 | | | | |
| " | 26. | " | 15.35 | | | | |
| " | 27. | | 21.51 | | | | |
| " | 29. | " | 15.21 | | | | |
| " | 29. | " | 48.63 | | | | |
| | | Bal. | 420.64 | | | | |
| | | | $998.46 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| June | 1. | Check, | $ 8.33 | June | 1. | Bal. | $ 420.64 |
| " | 3. | " | 25.23 | " | 5. | Cash, | 182.00 |
| " | 3. | " | 24.05 | " | 12. | " | 273.00 |
| " | 3. | " | 4.00 | " | 19. | " | 200.00 |
| " | 5. | " | 47.40 | " | 26. | " | 210.00 |
| " | 5. | " | 39.57 | | | | $1,285.64 |
| " | 5. | " | 21.87 | | | | |
| " | 6. | " | 14.03 | | | | |
| " | 8. | " | 25.00 | | | | |
| " | 8. | " | 14.20 | | | | |
| " | 8. | " | 26.06 | | | | |
| " | 9. | " | 13.22 | | | | |
| " | 9. | " | 25.00 | | | | |
| " | 9. | " | 12.54 | | | | |
| " | 9. | " | 20.00 | | | | |
| " | 10. | " | 49.97 | | | | |
| " | 13. | " | 1.00 | | | | |
| " | 15. | " | 5.88 | | | | |
| " | 17. | " | 8.43 | | | | |
| " | 17. | " | 22.36 | | | | |
| " | 19. | " | 25.67 | | | | |
| " | 19. | " | 25.19 | | | | |
| " | 19. | " | 75.00 | | | | |
| " | 19. | " | 34.55 | | | | |
| " | 20. | " | 28.12 | | | | |
| " | 20. | " | 22.29 | | | | |
| " | 22. | " | 19.12 | | | | |
| " | 24. | " | 16.18 | | | | |
| " | 24. | " | 42.55 | | | | |
| " | 24. | " | 4.41 | | | | |
| " | 24. | " | 10.38 | | | | |
| " | 26. | " | 24.75 | | | | |
| " | 26. | " | 4.00 | | | | |
| " | 26. | " | 27.62 | | | | |
| " | 27. | " | 6.37 | | | | |
| " | 27. | " | 8.04 | | | | |
| " | 29. | " | 55.00 | | | | |
| " | 29. | " | 28.76 | | | | |
| " | 29. | " | 17.07 | | | | |
| " | 30. | " | 16.08 | | | | |
| " | 30. | " | 15.59 | | | | |
| " | 30. | " | 40.21 | | | | |
| " | 30. | " | 16.41 | | | | |
| " | 30. | " | 39.87 | | | | |
| | | Bal. | 274.27 | | | | |
| | | | $1,285.64 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| July | 5. | Check | $ 26.04 | July | 1. | Bal. | $ 274.27 |
| " | 8. | " | 30.93 | " | 5. | Cash | 273.27 |
| " | 8. | " | 30.51 | " | 11. | " | 107.00 |
| " | 10. | " | 30.00 | " | 17. | " | 180.00 |
| " | 10. | " | 9.01 | " | 25. | " | 179.00 |
| " | 10. | " | 8.22 | | | | $1,013.54 |
| " | 10. | " | 8.50 | | | | |
| " | 10. | " | 13.32 | | | | |
| " | 11. | " | 11.68 | | | | |
| " | 11. | " | 19.35 | | | | |
| " | 12. | " | 36.70 | | | | |
| " | 12. | " | 15.68 | | | | |
| " | 15. | " | 4.73 | | | | |
| " | 15. | " | 2.69 | | | | |
| " | 15. | " | 49.06 | | | | |
| " | 17. | " | 11.14 | | | | |
| " | 17. | " | 7.84 | | | | |
| " | 18. | " | 15.60 | | | | |
| " | 22. | " | 12.01 | | | | |
| " | 22. | " | 4.39 | | | | |
| " | 22. | " | 8.57 | | | | |
| " | 22. | " | 16.44 | | | | |
| " | 22. | " | 35.04 | | | | |
| " | 22. | " | 23.77 | | | | |
| " | 22. | " | 32.28 | | | | |
| " | 22. | " | 14.95 | | | | |
| " | 24. | " | 22.38 | | | | |
| " | 24. | " | 29.30 | | | | |
| " | 28. | " | 75.00 | | | | |
| " | 29. | " | 46.05 | | | | |
| " | 29. | " | 41.88 | | | | |
| " | 29. | " | 21.65 | | | | |
| " | 29. | " | 44.00 | | | | |
| " | 29. | " | 8.46 | | | | |
| " | 31. | Bal. | 246.37 | | | | |
| | | | $1,013.54 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Aug. | 3. | Check | $ 95.24 | Aug. | 1. | Bal. | $ 246.37 |
| " | 4. | " | 200.00 | " | 1. | Cash | 250.00 |
| " | 5. | " | 7.11 | " | 4. | " | 200.00 |
| " | 5. | " | 28.66 | " | 7. | " | 170.00 |
| " | 5. | " | 29.10 | " | 19. | " | 175.00 |
| " | 5. | " | 12.46 | " | 21. | " | 120.00 |
| " | 5. | " | 22.50 | " | 28. | " | 150.00 |
| " | 11. | " | 36.20 | " | 30. | " | 50.00 |
| " | 12. | " | 17.25 | | | | |
| " | 12. | " | 14.02 | | | | $1,361.17 |
| " | 14. | " | 20.58 | | | | |
| " | 14. | " | 29.05 | | | | |
| " | 14. | " | 19.42 | | | | |
| " | 19. | " | 24.75 | | | | |
| " | 19. | " | 130.30 | | | | |
| " | 21. | " | 13.02 | | | | |
| " | 22. | " | 10.97 | | | | |
| " | 22. | " | 18.03 | | | | |
| " | 22. | " | 30.87 | | | | |
| " | 23. | " | 10.58 | | | | |
| " | 26. | " | 20.97 | | | | |
| " | 26. | " | 17.09 | | | | |
| " | 26. | " | 11.75 | | | | |
| " | 26. | " | 27.25 | | | | |
| " | 26. | " | 10.77 | | | | |
| " | 28. | " | 15.64 | | | | |
| " | 29. | " | 70.00 | | | | |
| " | 30. | " | 7.80 | | | | |
| " | 31. | Bal. | 409.49 | | | | |
| | | | $1,361.37 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sept. | 1. | Check | $ 15.00 | Sept. | 1. | Bal. | $ 409.49 |
| " | 2. | " | 31.28 | | 5. | Cash | 90.00 |
| " | 2. | " | 18.79 | " | 11. | " | 150.00 |
| " | 2. | " | 4.75 | " | 19. | " | 131.00 |
| " | 2. | " | 22.79 | " | 25. | " | 125.00 |
| " | 5. | " | 13.25 | | | | $905.49 |
| " | 5. | " | 38.23 | | | | |
| " | 5. | " | 26.31 | | | | |
| " | 6. | " | 2.00 | | | | |
| " | 7. | " | 8.73 | | | | |
| " | 8. | " | 46.95 | | | | |
| " | 8. | " | 19.38 | | | | |
| " | 9. | " | 11.03 | | | | |
| " | 16. | " | 46.20 | | | | |
| " | 18. | " | 7.25 | | | | |
| " | 18. | " | 5.20 | | | | |
| " | 19. | " | 16.50 | | | | |
| " | 19. | " | 10.30 | | | | |
| " | 19. | " | 15.71 | | | | |
| " | 19. | " | 8.86 | | | | |
| " | 19. | " | 28.01 | | | | |
| " | 19. | " | 5.22 | | | | |
| " | 20. | " | 11.07 | | | | |
| " | 20. | " | 14.78 | | | | |
| " | 20. | " | 28.95 | | | | |
| " | 23. | " | 28.70 | | | | |
| " | 25. | " | 35.35 | | | | |
| " | 25. | " | 44.33 | | | | |
| " | 28. | " | 57.05 | | | | |
| " | 28. | " | 50.00 | | | | |
| " | 29. | " | 17.15 | | | | |
| " | 30. | Bal. | 215.47 | | | | |
| | | | $905.49 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Oct. | 2. | Check | $ 7.31 | Oct. | 1. | Bal. | $ 215.47 |
| " | 2. | " | 23.76 | " | 2. | Cash | 130.00 |
| " | 2. | " | 11.51 | " | 10. | " | 144.00 |
| " | 6. | " | 18.72 | " | 16. | " | 95.00 |
| " | 6. | " | 17.10 | " | 24. | " | 131.00 |
| " | 6. | " | 8.06 | " | 31. | " | 114.05 |
| " | 6. | " | 24.72 | | | | $829.52 |
| " | 6. | " | 42.80 | | | | |
| " | 7. | " | 9.01 | | | | |
| " | 9. | " | 8.09 | | | | |
| " | 13. | " | 42.48 | | | | |
| " | 13. | " | 26.84 | | | | |
| " | 14. | " | 5.70 | | | | |
| " | 14. | " | 35.07 | | | | |
| " | 16. | " | 32.18 | | | | |
| " | 17. | " | 15.60 | | | | |
| " | 19. | " | 44.40 | | | | |
| " | 20. | " | 22.25 | | | | |
| " | 20. | " | 51.35 | | | | |
| " | 21. | " | 23.60 | | | | |
| " | 27. | " | 16.40 | | | | |
| " | 27. | " | 51.20 | | | | |
| " | 31. | Bal. | 291.37 | | | | |
| | | | $829.52 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Nov. | 6. | Check | $ 36.65 | Nov. | 1. | Bal. | $ 291.37 |
| " | 6. | " | 27.67 | " | 8. | Cash | 190.00 |
| " | 6. | " | 35.99 | " | 14. | " | 175.00 |
| " | 6. | " | 25.13 | " | 21. | " | 155.00 |
| " | 8. | " | 18.57 | " | 27. | " | 150.00 |
| " | 9. | " | 14.40 | | | | $961.37 |
| " | 11. | " | 15.19 | | | | |
| " | 11. | " | 12.35 | | | | |
| " | 13. | " | 45.70 | | | | |
| " | 13. | " | 51.77 | | | | |
| " | 13. | " | 33.84 | | | | |
| " | 15. | " | 19.52 | | | | |
| " | 17. | " | 18.30 | | | | |
| " | 18. | " | 22.90 | | | | |
| " | 18. | " | 25.15 | | | | |
| " | 18. | " | 12.28 | | | | |
| " | 18. | " | 41.60 | | | | |
| " | 20. | " | 18.46 | | | | |
| " | 20. | " | 12.25 | | | | |
| " | 22. | " | 14.73 | | | | |
| " | 23. | " | 38.76 | | | | |
| " | 25. | " | 35.35 | | | | |
| " | 25. | " | 22.83 | | | | |
| " | 25. | " | 32.34 | | | | |
| " | 25. | " | 14.18 | | | | |
| " | 30. | Bal. | 315.46 | | | | |
| | | | $961.37 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Dec. | 1. | Check | $ 43.35 | Dec. | 1. | Bal. | $ 315.46 |
| " | 2. | " | 29.16 | " | 4. | Cash | 133.00 |
| " | 2. | " | 17.15 | " | 12. | " | 145.00 |
| " | 4. | " | 43.20 | " | 18. | " | 175.00 |
| " | 5. | " | 15.60 | " | 22. | " | 200.00 |
| " | 7. | " | 34.55 | " | 26. | " | 275.00 |
| " | 8. | " | 52.63 | | | | |
| " | 11. | " | 50.52 | | | | $1,243.46 |
| " | 15. | " | 26.71 | | | | |
| " | 15. | " | 64.44 | | | | |
| " | 16. | " | 53.79 | | | | |
| " | 20. | " | 50.00 | | | | |
| " | 21. | " | 18.11 | | | | |
| " | 21. | " | 8.10 | | | | |
| " | 21. | " | 15.93 | | | | |
| " | 21. | " | 7.48 | | | | |
| " | 21. | " | 8.82 | | | | |
| " | 21. | " | 4.27 | | | | |
| " | 22. | ' | 21.50 | | | | |
| " | 22. | " | 12.84 | | | | |
| " | 22. | " | 13.24 | | | | |
| " | 23. | " | 13.23 | | | | |
| " | 31. | Bal. | 638.84 | | | | |
| | | | $968.46 | | | | |

1906

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Jan. | 2. | Check, | $ 62.45 | Jan. | 1. | Bal. | $ 638.84 |
| " | 2. | " | 11.84 | " | 5. | Cash, | 155.00 |
| " | 2. | " | 49.54 | " | 8. | " | 85.00 |
| " | 2. | " | 23.03 | " | 15. | " | 87.00 |
| " | 3. | " | 35.45 | " | 22. | " | 112.00 |
| " | 3. | " | 3.73 | | | | $1,077.84 |
| " | 3. | " | 21.85 | | | | |
| " | 3. | " | 53.56 | | | | |
| " | 3. | " | 12.25 | | | | |
| " | 3. | " | 6.38 | | | | |
| " | 3. | " | 9.31 | | | | |
| " | 3. | " | 31.36 | | | | |
| " | 3. | " | 19.57 | | | | |
| " | 3. | " | 9.01 | | | | |
| " | 8. | " | 119.93 | | | | |
| " | 10. | " | 12.79 | | | | |
| " | 16. | " | 58.40 | | | | |
| " | 16. | " | 27.49 | | | | |
| " | 16. | " | 8.99 | | | | |
| " | 18. | " | 30.10 | | | | |
| " | 20. | " | 21.51 | | | | |
| " | 22. | " | 18.38 | | | | |
| " | 23. | " | 1.00 | | | | |
| " | 25. | " | 36.25 | | | | |
| " | 26. | " | 49.43 | | | | |
| " | 27. | " | 52.00 | | | | |
| | | Bal. | 292.24 | | | | |
| | | | $1,077.84 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Feb. | 1. | Check, | $ 35.98 | Feb. | 1. | Bal. | $ 292.24 |
| " | 3. | " | 65.43 | " | 2. | Cash, | 180.00 |
| " | 6. | " | 23.53 | " | 6. | " | 95.00 |
| " | 8. | " | 49.30 | " | 21. | " | 55.00 |
| " | 9. | " | 30.47 | | | | |
| " | 10. | " | 34.60 | | | | |
| " | 10. | " | 12.61 | | | | |
| " | 13. | " | 7.30 | | | | |
| " | 13. | " | 16.89 | | | | |
| " | 20. | " | 2.00 | | | | |
| " | 21. | " | 15.60 | | | | |
| " | 23. | " | 20.00 | | | | |
| " | 23. | " | 50.72 | | | | |
| " | 26. | Bal. | 257.81 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Feb. | 26. | Check, | $ 49.40 | Feb. | 26. | Bal. | $ 257.81 |
| Mar. | 2. | " | 13.45 | " | 26. | Cash, | 325.00 |
| " | 2. | " | 59.54 | Mar. | 6. | " | 130.00 |
| " | 2. | " | 49.69 | " | 13. | " | 135.00 |
| " | 2. | " | 17.43 | " | 21. | " | 125.00 |
| " | 2. | " | 21.25 | Apr. | 3. | " | 20.00 |
| " | 2. | " | 6.61 | | | | |
| " | 3. | " | 32.41 | | | | |
| " | 3. | " | 30.30 | | | | |
| " | 3. | " | 2.32 | | | | |
| " | 3. | " | 14.88 | | | | |
| " | 8. | " | 50.00 | | | | |
| " | 9. | " | 28.85 | | | | |
| " | 10. | " | 26.75 | | | | |
| " | 13. | " | 1.88 | | | | |
| " | 15. | " | 38.72 | | | | |
| " | 16. | " | 63.43 | | | | |
| " | 16. | " | 29.18 | | | | |
| " | 16. | " | 30.42 | | | | |
| " | 19. | " | 35.15 | | | | |
| " | 23. | " | 54.10 | | | | |
| " | 24. | " | 8.46 | | | | |
| " | 26. | " | 15.61 | | | | |
| " | 26. | " | 58.91 | | | | |
| " | 27. | " | 10.83 | | | | |
| Apr. | 3. | Bal. | 243.24 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Apr. | 10. | Check, | $ 38.03 | Apr. | 3. | Bal. | $ 243.24 |
| " | 13. | " | 9.01 | " | 10. | Cash, | 460.00 |
| " | 14. | " | 20.00 | " | 25. | " | 400.00 |
| " | 14. | " | 12.25 | " | 30. | " | 130.00 |
| " | 16. | " | 10.29 | May | 8. | " | 200.00 |
| " | 16. | " | 86.95 | " | 17. | " | 110.00 |
| " | 17. | " | 8.68 | " | 22. | " | 470.00 |
| " | 17. | " | 29.77 | " | 29. | " | 220.00 |
| " | 17. | " | 160.55 | | | | |
| " | 17. | " | 15.43 | | | | |
| " | 17. | " | 19.90 | | | | |
| " | 17. | " | 61.83 | | | | |
| " | 17. | " | 19.57 | | | | |
| " | 17. | " | 34.30 | | | | |
| " | 17. | " | 18.61 | | | | |
| " | 17. | " | 15.88 | | | | |
| " | 18. | " | 9.60 | | | | |
| " | 18. | " | 27.69 | | | | |
| " | 18. | " | 15.60 | | | | |
| " | 23. | " | 22.54 | | | | |
| " | 27. | " | 9.15 | | | | |
| " | 28. | " | 148.24 | | | | |
| May | 1. | " | 55.38 | | | | |
| " | 1. | " | 36.44 | | | | |
| " | 2. | " | 96.50 | | | | |
| " | 3. | " | 28.67 | | | | |
| " | 3. | " | 16.41 | | | | |
| " | 3. | " | 129.99 | | | | |
| " | 12. | " | 26.95 | | | | |
| " | 12. | " | 123.08 | | | | |
| " | 12. | " | 20.14 | | | | |
| " | 14. | " | 79.45 | | | | |
| " | 15. | " | 15.07 | | | | |
| " | 25. | " | 17.44 | | | | |
| " | 25. | " | 57.90 | | | | |
| " | 26. | " | 88.70 | | | | |
| " | 26. | " | 5.64 | | | | |
| " | 28. | " | 52.05 | | | | |
| " | 28. | " | 40.00 | | | | |
| " | 29. | " | 25.48 | | | | |
| " | 29. | " | 9.07 | | | | |
| " | 29. | " | 72.04 | | | | |
| " | 29. | " | 15.06 | | | | |
| | | Bal. | 427.91 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| June | 2. | Check, | $ 52.50 | May | 29. | Bal. | $ 427.91 |
| " | 2. | " | 125.00 | June. | 4. | Cash, | 190.00 |
| " | 4. | " | 53.22 | " | 11. | " | 310.00 |
| " | 5. | " | 14.00 | " | 20. | " | 200.00 |
| " | 7. | " | 38.22 | " | 25. | " | 200.00 |
| " | 7. | " | 19.35 | | | | |
| " | 7. | " | 50.25 | | | | |
| " | 8. | " | 8.35 | | | | |
| " | 8. | " | 10.40 | | | | |
| " | 8. | " | 78.35 | | | | |
| " | 8. | " | 9.02 | | | | |
| " | 8. | " | 10.70 | | | | |
| " | 9. | " | 25.14 | | | | |
| " | 16. | " | 73.75 | | | | |
| " | 16. | " | 46.81 | | | | |
| " | 16. | " | 37.10 | | | | |
| " | 18. | " | 49.00 | | | | |
| | 18. | " | 38.50 | | | | |
| " | 19. | " | 14.70 | | | | |
| " | 20. | " | 15.60 | | | | |
| " | 23. | " | 112.71 | | | | |
| " | 23. | " | 40.08 | | | | |
| " | 25. | " | 11.01 | | | | |
| " | 26. | " | 34.50 | | | | |
| " | 29. | " | 49.99 | | | | |
| " | 29. | " | 11.34 | | | | |
| " | 30. | " | 12.79 | | | | |
| " | 30. | " | 19.23 | | | | |
| " | 30. | " | 13.50 | | | | |
| " | 30. | " | 20.91 | | | | |
| " | 30. | " | 12.14 | | | | |
| " | 30. | " | 30.67 | | | | |
| | | Bal. | 189.08 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| July | 2. | Check, | $ 19.82 | June | 30. | Bal. | $ 189.08 |
| " | 13. | " | 82.90 | July | 2. | Cash, | 210.00 |
| " | 13. | " | 36.00 | " | 5. | " | 88.75 |
| " | 13. | " | 32.00 | " | 5. | " | 11.25 |
| " | 13. | " | 7.74 | " | 9. | " | 130.00 |
| " | 14. | " | 11.69 | " | 16. | " | 200.40 |
| " | 14. | " | 30.40 | " | 23. | " | 175.00 |
| " | 14. | " | 24.01 | " | 30. | " | 200.00 |
| " | 14. | " | 13.48 | | | | |
| " | 14. | " | 96.26 | | | | |
| " | 14. | " | 9.10 | | | | |
| " | 16. | " | 15.74 | | | | |
| " | 16. | " | 38.85 | | | | |
| " | 16. | " | 4.50 | | | | |
| " | 20. | " | 75.00 | | | | |
| " | 21. | " | 36.42 | | | | |
| " | 21. | " | 23.04 | | | | |
| " | 21. | " | 5.39 | | | | |
| " | 21. | " | 13.95 | | | | |
| " | 21. | " | 33.07 | | | | |
| " | 26. | " | 75.90 | | | | |
| " | 26. | " | 5.88 | | | | |
| " | 28. | " | 50.76 | | | | |
| " | 28. | " | 44.64 | | | | |
| " | 30. | " | 10.05 | | | | |
| " | 31. | " | 4.41 | | | | |
| | | Bal. | 403.48 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Aug. | 2. | Check, | $ 50.00 | July | 31. | Bal. | $ 403.48 |
| " | 2. | " | 25.00 | Aug. | 6. | Cash, | 200.00 |
| " | 3. | " | 15.00 | " | 7. | " | 25.00 |
| " | 3. | " | 15.60 | " | 16. | " | 350.00 |
| " | 9. | " | 24.18 | Aug. | 28. | " | 231.00 |
| " | 11. | " | 30.29 | Sept. | 6. | " | 235.00 |
| " | 11. | " | 68.80 | " | 10. | " | 165.00 |
| " | 13. | " | 20.28 | " | 17. | " | 180.00 |
| " | 13. | " | 29.16 | " | 26. | " | 190.00 |
| " | 13. | " | 26.20 | | | | |
| " | 14. | " | 42.11 | | | | |
| " | 14. | " | 27.44 | | | | |
| " | 16. | " | 19.11 | | | | |
| " | 16. | " | 9.96 | | | | |
| " | 23. | " | 182.70 | | | | |
| " | 24. | " | 15.77 | | | | |
| " | 24. | " | 44.06 | | | | |
| " | 25. | " | 24.76 | | | | |
| " | 27. | " | 17.31 | | | | |
| " | 27. | " | 17.49 | | | | |
| " | 27. | " | 47.60 | | | | |
| Sept. | 1. | " | 33.80 | | | | |
| " | 1. | " | 60.70 | | | | |
| " | 1. | " | 30.00 | | | | |
| " | 1. | " | 14.15 | | | | |
| " | 1. | " | 2.00 | | | | |
| " | 1. | " | 8.82 | | | | |
| " | 4. | " | 100.00 | | | | |
| " | 5. | " | 33.71 | | | | |
| " | 8. | " | 5.00 | | | | |
| " | 10. | " | 50.00 | | | | |
| " | 10. | " | 13.97 | | | | |
| " | 13. | " | 50.00 | | | | |
| " | 13. | " | 18.53 | | | | |
| " | 14. | " | 85.45 | | | | |
| " | 14. | " | 51.52 | | | | |
| " | 15. | " | 43.61 | | | | |
| " | 15. | " | 34.32 | | | | |
| " | 15. | " | 14.25 | | | | |
| " | 15. | " | 51.41 | | | | |
| " | 20. | " | 30.85 | | | | |
| " | 21. | " | 6.61 | | | | |
| " | 21. | " | 19.35 | | | | |
| " | 21. | " | 15.05 | | | | |
| " | 21. | " | 21.73 | | | | |
| " | 29. | " | 38.06 | | | | |
| " | 29. | " | 45.08 | | | | |
| | | Bal. | 348.69 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sept. | 1. | Check, | $ 79.85 | Sept. | 29. | Bal. | $ 348.69 |
| " | 1. | " | 11.03 | Oct. | 2. | Cash, | 160.00 |
| " | 2. | " | 4.00 | " | 8. | " | 125.00 |
| " | 4. | " | 100.00 | " | 16. | " | 210.00 |
| " | 5. | " | 23.90 | " | 26. | " | 205.00 |
| " | 5. | " | 17.82 | " | 30. | " | 107.50 |
| " | 5. | " | 15.60 | | | | |
| " | 6. | " | 8.48 | | | | |
| " | 6. | " | 48.90 | | | | |
| " | 6. | " | 14.30 | | | | |
| " | 6. | " | 9.01 | | | | |
| " | 13. | " | 21.95 | | | | |
| " | 13. | " | 5.00 | | | | |
| " | 15. | " | 2.00 | | | | |
| " | 15. | " | 32.64 | | | | |
| " | 15. | " | 53.68 | | | | |
| " | 15. | " | 11.27 | | | | |
| " | 20. | " | 37.67 | | | | |
| " | 20. | " | 43.14 | | | | |
| " | 20. | " | 12.88 | | | | |
| " | 22. | " | 29.30 | | | | |
| " | 23. | " | 44.95 | | | | |
| " | 23. | " | 16.15 | | | | |
| " | 26. | " | 72.89 | | | | |
| " | 26. | " | 23.04 | | | | |
| " | 29. | " | 51.00 | | | | |
| " | 29. | " | 29.89 | | | | |
| " | 31. | " | 65.00 | | | | |
| | | Bal. | 270.85 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Nov. | 3. | Check, | $ 79.90 | Oct. | 31. | Bal. | $ 270.85 |
| " | 3. | " | 22.54 | Nov. | 5. | Cash, | 220.00 |
| " | 3. | " | 13.60 | " | 13. | " | 215.00 |
| " | 5. | " | 40.76 | " | 17. | " | 650.00 |
| " | 5. | " | 37.35 | " | 19. | " | 180.00 |
| " | 12. | " | 127.48 | " | 26. | " | 210.00 |
| " | 12. | " | 51.08 | | | | |
| " | 12. | " | 74.81 | | | | |
| " | 15. | " | 22.12 | | | | |
| " | 16. | " | 8.73 | | | | |
| " | 17. | " | 38.45 | | | | |
| " | 17. | " | 41.52 | | | | |
| " | 17. | " | 11.19 | | | | |
| " | 17. | " | 15.68 | | | | |
| " | 19. | " | 29.89 | | | | |
| " | 20. | " | 600.00 | | | | |
| " | 21. | " | 59.02 | | | | |
| " | 23. | " | 21.75 | | | | |
| " | 23. | " | 53.60 | | | | |
| " | 23. | " | 80.85 | | | | |
| | | Bal. | 315.53 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Dec. | 1. | Check, | $ 29.38 | Dec. | 1. | Bal. | $ 315.53 |
| " | 1. | " | 45.15 | " | 1. | Cash, | 111.00 |
| " | 1. | " | 42.39 | " | 4. | " | 130.00 |
| " | 3. | " | 6.74 | " | 7. | " | 60.00 |
| " | 3. | " | 68.50 | " | 11. | " | 165.00 |
| " | 3. | " | 18.04 | " | 17. | " | 250.00 |
| " | 4. | " | 102.80 | " | 18. | " | 65.00 |
| " | 4. | " | 18.19 | " | 21. | " | 185.00 |
| " | 8. | " | 121.41 | " | 26. | " | 596.60 |
| " | 11. | " | 20.00 | " | 31. | " | 125.00 |
| " | 11. | " | 17.00 | | | | |
| " | 13. | " | 15.60 | | | | |
| " | 14. | " | 32.79 | | | | |
| " | 14. | " | 66.85 | | | | |
| " | 14. | " | 51.23 | | | | |
| " | 14. | " | 28.10 | | | | |
| " | 20. | " | 137.36 | | | | |
| " | 21. | " | 73.60 | | | | |
| " | 22. | " | 64.99 | | | | |
| " | 28. | " | 4.00 | | | | |
| " | 31. | " | 71.60 | | | | |
| " | 31. | " | 63.68 | | | | |
| " | 31. | " | 17.39 | | | | |
| " | 31. | " | 99.00 | | | | |
| " | 31. | " | 23.50 | | | | |
| " | 31. | " | 49.83 | | | | |
| Jan. | 1. | Bal. | 714.31 | | | | |

1907

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Jan. | 2. | Check, | $ 96.42 | Jan. | 1. | Bal. | $ 714.31 |
| " | 2. | " | 21.76 | " | 8. | Cash, | 262.50 |
| " | 2. | " | 9.01 | " | 15. | " | 170.00 |
| " | 2. | " | 32.04 | " | 19. | " | 80.00 |
| " | 4. | " | 12.00 | " | 21. | " | 133.00 |
| " | 7. | " | 10.00 | " | 23. | " | 120.00 |
| " | 7. | " | 45.54 | " | 28. | " | 572.00 |
| " | 8. | " | 44.87 | | | | |
| " | 11. | " | 88.50 | | | | |
| " | 14. | " | 1.47 | | | | |
| " | 14. | " | 28.27 | | | | |
| " | 15. | " | 58.17 | | | | |
| " | 15. | " | 25.25 | | | | |
| " | 15. | " | 8.59 | | | | |
| " | 15. | " | 232.93 | | | | |
| " | 18. | " | 61.85 | | | | |
| " | 21. | " | 75.43 | | | | |
| " | 23. | " | 108.95 | | | | |
| " | 24. | " | 25.00 | | | | |
| " | 25. | " | 41.66 | | | | |
| " | 26. | " | 6.14 | | | | |
| " | 26. | " | 80.80 | | | | |
| " | 28. | " | 13.10 | | | | |
| " | 29. | " | 18.56 | | | | |
| " | 30. | " | 24.50 | | | | |
| " | 30. | " | 102.85 | | | | |
| " | 30. | " | 10.00 | | | | |
| " | 31. | " | 24.38 | | | | |
| " | 31. | " | 48.60 | | | | |
| Feb. | 1. | Bal. | 695.17 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Feb. | 1. | Check, | $ 38.37 | Feb. | 1. | Bal. | $ 695.17 |
| " | 1. | " | 67.84 | " | 5. | Cash, | 255.00 |
| " | 2. | " | 15.43 | " | 11. | " | 195.00 |
| " | 2. | " | 37.46 | " | 18. | " | 277.00 |
| " | 4. | " | 12.02 | " | 26. | " | 39.50 |
| " | 6. | " | 60.75 | | | | |
| " | 7. | " | 8.00 | | | | |
| " | 9. | " | 11.94 | | | | |
| " | 9. | " | 55.39 | | | | |
| " | 11. | " | 20.03 | | | | |
| " | 11. | " | 37.03 | | | | |
| " | 11. | " | 3.80 | | | | |
| " | 11. | " | 9.02 | | | | |
| " | 11. | " | 10.05 | | | | |
| " | 11. | " | 22.42 | | | | |
| " | 13. | " | 35.82 | | | | |
| " | 13. | " | 7.35 | | | | |
| " | 13. | " | 13.23 | | | | |
| " | 14. | " | 15.60 | | | | |
| " | 15. | " | 14.96 | | | | |
| " | 15. | " | 25.91 | | | | |
| " | 15. | " | 12.54 | | | | |
| " | 16. | " | 28.36 | | | | |
| " | 18. | " | 10.29 | | | | |
| " | 18. | " | 71.45 | | | | |
| " | 19. | " | 8.87 | | | | |
| " | 19. | " | 4.00 | | | | |
| " | 21. | " | 70.60 | | | | |
| " | 23. | " | 22.50 | | | | |
| " | 25. | " | 10.00 | | | | |
| " | 25. | " | 38.33 | | | | |
| " | 25. | " | 59.20 | | | | |
| " | 26. | " | 66.03 | | | | |
| " | 26. | " | 19.29 | | | | |
| | | Bal. | 517.79 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Feb. | 27. | Check, | $ 10.00 | Feb. | 26. | Bal. | $ 517.79 |
| Mar. | 4. | " | 5.05 | Mar. | 4. | Cash, | 280.00 |
| " | 4. | " | 118.77 | " | 11. | " | 125.00 |
| " | 6. | " | 4.27 | " | 18. | " | 307.02 |
| " | 7. | " | 32.70 | " | 25. | " | 230.00 |
| " | 7. | " | 5.74 | " | 27. | " | 75.00 |
| " | 7. | " | 49.86 | Apr. | 3. | " | 300.00 |
| " | 7. | " | 34.08 | " | 9. | " | 360.00 |
| " | 8. | " | 41.47 | " | 16. | " | 140.00 |
| " | 15. | " | 32.34 | | | | |
| " | 16. | " | 11.76 | | | | |
| " | 16. | " | 76.80 | | | | |
| " | 18. | " | 13.49 | | | | |
| " | 18. | " | 8.43 | | | | |
| " | 20. | " | 5.00 | | | | |
| " | 21. | " | 25.26 | | | | |
| " | 22. | " | 44.65 | | | | |
| " | 23. | " | 27.22 | | | | |
| " | 23. | " | 43.83 | | | | |
| " | 23. | " | 19.28 | | | | |
| " | 25. | " | 33.81 | | | | |
| " | 27. | " | 10.00 | | | | |
| " | 28. | " | 91.00 | | | | |
| " | 28. | " | 41.12 | | | | |
| " | 30. | " | 4.00 | | | | |
| Apr. | 2. | " | 164.82 | | | | |
| " | 6, | " | 24.31 | | | | |
| " | 6. | " | 75.35 | | | | |
| " | 6. | " | 9.43 | | | | |
| " | 6. | " | 13.15 | | | | |
| Apr. | 8. | " | 30.00 | | | | |
| " | 9. | " | 39.60 | | | | |
| " | 10. | " | 50.00 | | | | |
| " | 12. | " | 120.15 | | | | |
| " | 12. | " | 8.82 | | | | |
| " | 13. | " | 25.85 | | | | |
| " | 13. | " | 9.01 | | | | |
| " | 13. | " | 71.36 | | | | |
| " | 16. | " | 31.34 | | | | |
| " | 16. | " | 16.50 | | | | |
| | | Bal. | 738.29 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Apr. | 20. | Check, | $ 78.28 | Apr. | 16. | Bal. | $738.29 |
| " | 24. | " | 10.00 | " | 22. | Cash, | 210.00 |
| " | 27. | " | 65.43 | " | 30. | " | 260.00 |
| " | 27. | " | 6.69 | May | 6. | " | 262.50 |
| " | 29. | " | 42.35 | " | 13. | " | 230.00 |
| " | 29. | " | 35.12 | " | 15. | " | 40.00 |
| " | 29. | " | 16.06 | " | 20. | " | 275.00 |
| " | 29. | " | 8.47 | | | | |
| " | 30. | " | 14.95 | | | | |
| May | 2. | " | 16.91 | | | | |
| " | 4. | " | 17.57 | | | | |
| " | 4. | " | 33.95 | | | | |
| " | 4. | " | 4.00 | | | | |
| " | 4. | " | 65.50 | | | | |
| " | 4. | " | 8.55 | | | | |
| " | 4. | " | 49.00 | | | | |
| " | 4. | " | 11.03 | | | | |
| " | 6. | " | 20.83 | | | | |
| " | 11. | " | 68.81 | | | | |
| " | 11. | " | 44.40 | | | | |
| " | 11. | " | 4.27 | | | | |
| " | 13. | " | 34.78 | | | | |
| " | 13. | " | 15.07 | | | | |
| " | 13. | " | 11.20 | | | | |
| " | 13. | " | 7.35 | | | | |
| " | 13. | " | 26.40 | | | | |
| " | 13. | " | 95.40 | | | | |
| " | 14. | " | 14.10 | | | | |
| " | 18. | " | 56.95 | | | | |
| " | 18. | " | 24.61 | | | | |
| " | 18. | " | 12.01 | | | | |
| " | 18. | " | 54.00 | | | | |
| " | 20. | " | 63.00 | | | | |
| " | 20. | " | 43.05 | | | | |
| " | 20. | " | 2.40 | | | | |
| " | 23. | " | 66.89 | | | | |
| " | 23. | " | 35.70 | | | | |
| " | 23. | " | 86.91 | | | | |
| " | 24. | " | 6.53 | | | | |
| " | 24. | " | 16.19 | | | | |
| " | 25. | " | 9.07 | | | | |
| | | Bal. | 632.86 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| May | 27. | Check, | $ 79.15 | May | 25. | Bal. | $ 632.86 |
| " | 31. | " | 110.90 | " | 28. | Cash, | 650.00 |
| June | 1. | " | 32.23 | June | 3. | " | 210.00 |
| " | 3. | " | 6.86 | " | 10. | " | 300.00 |
| " | 3. | " | 22.05 | " | 17. | " | 379.00 |
| " | 3. | " | 18.28 | " | 26. | " | 335.00 |
| " | 3. | " | 129.80 | July | 1. | " | 303.75 |
| " | 3. | " | 12.18 | | | | |
| " | 3. | " | 4.00 | | | | |
| " | 5. | " | 30.67 | | | | |
| " | 8. | " | 50.00 | | | | |
| " | 8. | " | 4.00 | | | | |
| " | 8. | " | 6.88 | | | | |
| " | 8. | " | 49.56 | | | | |
| " | 8. | " | 5.16 | | | | |
| " | 8. | " | 19.67 | | | | |
| " | 10. | " | 14.08 | | | | |
| " | 13. | " | 46.49 | | | | |
| " | 13. | " | 111.24 | | | | |
| " | 17. | " | 50.00 | | | | |
| " | 18. | " | 27.78 | | | | |
| " | 19. | " | 15.63 | | | | |
| " | 21. | " | 14.70 | | | | |
| " | 21. | " | 8.00 | | | | |
| " | 21. | " | 64.05 | | | | |
| " | 22. | " | 6.13 | | | | |
| " | 22. | " | 110.39 | | | | |
| " | 22. | " | 84.62 | | | | |
| " | 24. | " | 15.93 | | | | |
| " | 24. | " | 11.72 | | | | |
| " | 24. | " | 11.72 | | | | |
| " | 25. | " | 17.52 | | | | |
| " | 26. | " | 20.00 | | | | |
| " | 26. | " | 50.00 | | | | |
| " | 27. | " | 42.57 | | | | |
| " | 29. | " | 64.05 | | | | |
| " | 29. | " | 66.04 | | | | |
| " | 29. | " | 9.11 | | | | |
| July | 1. | " | 33.00 | | | | |
| " | 1. | " | 49.73 | | | | |
| " | 1. | " | 26.95 | | | | |
| " | 1. | " | 32.66 | | | | |
| " | 1. | " | 8.40 | | | | |
| " | 1. | " | 50.21 | | | | |
| " | 1. | " | 81.21 | | | | |
| | | Bal. | 1,164.68 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| July | 6. | Check, | $ 179.18 | July | 1. | Bal. | $,1164.68 |
| " | 6. | " | 41.99 | " | 8. | Cash, | 250.00 |
| " | 6. | " | 10.75 | " | 16. | " | 300.00 |
| " | 6. | " | 35.46 | " | 22. | " | 220.00 |
| " | 6. | " | 50.40 | " | 24. | " | 250.00 |
| " | 8. | " | 73.96 | " | 29. | " | 210.00 |
| " | 9. | " | 2.00 | " | 31. | " | 100.00 |
| " | 13. | " | 15.27 | Aug. | 5. | " | 250.00 |
| " | 13. | " | 66.24 | | | | |
| " | 13. | " | 10.65 | | | | |
| " | 15. | " | 16.69 | | | | |
| " | 15. | " | 46.46 | | | | |
| " | 16. | " | 28.94 | | | | |
| " | 18. | " | 200.00 | | | | |
| " | 19. | " | 17.20 | | | | |
| " | 20. | " | 40.14 | | | | |
| " | 22. | " | 67.05 | | | | |
| " | 22. | " | 8.82 | | | | |
| " | 22. | " | 9.01 | | | | |
| " | 22. | " | 4.82 | | | | |
| " | 22. | " | 59.05 | | | | |
| " | 22. | " | 39.10 | | | | |
| " | 22. | " | 85.00 | | | | |
| " | 24. | " | 15.68 | | | | |
| " | 25. | " | 5.00 | | | | |
| " | 27. | " | 44.93 | | | | |
| " | 27. | " | 18.23 | | | | |
| " | 27. | " | 62.09 | | | | |
| " | 29. | " | 35.80 | | | | |
| " | 29. | " | 24.25 | | | | |
| " | 30. | " | 12.99 | | | | |
| " | 30. | " | 28.54 | | | | |
| " | 30. | " | 11.70 | | | | |
| Aug. | 3. | " | 56.94 | | | | |
| " | 3. | " | 20.00 | | | | |
| " | 3. | " | 44.50 | | | | |
| " | 3. | " | 50.76 | | | | |
| " | 5. | " | 34.90 | | | | |
| " | 6. | " | 30.87 | | | | |
| " | 6. | " | 26.00 | | | | |
| | | Bal. | $1,113.32 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Aug. | 7. | Check, | $ 6.51 | Aug. | 6. | Bal. | $1,113.32 |
| " | 8. | " | 29.89 | " | 9. | Cash, | 150.00 |
| " | 8. | " | 171.00 | " | 16. | " | 209.19 |
| " | 9. | " | 16.13 | " | 20. | " | 175.00 |
| " | 10. | " | 84.57 | " | 27. | " | 300.00 |
| " | 14. | " | 25.18 | Sept. | 3. | " | 247.13 |
| " | 14. | " | 15.68 | | | | |
| " | 14. | " | 48.00 | | | | |
| " | 16. | " | 42.68 | | | | |
| " | 21. | " | 26.00 | | | | |
| " | 21. | " | 32.05 | | | | |
| " | 21. | " | 60.32 | | | | |
| " | 24. | " | 92.12 | | | | |
| " | 24. | " | 8.25 | | | | |
| " | 24. | " | 6.27 | | | | |
| " | 24. | " | 15.6[illegible] | | | | |
| " | 24. | " | 34.98 | | | | |
| " | 26. | " | 18.01 | | | | |
| " | 27. | " | 37.00 | | | | |
| " | 27. | " | 5.22 | | | | |
| " | 28. | " | 30.28 | | | | |
| " | 30. | " | 97.65 | | | | |
| " | 31. | " | 30.75 | | | | |
| " | 31. | " | 16.17 | | | | |
| " | 31. | " | 12.16 | | | | |
| Sept. | 3. | " | 197.00 | | | | |
| " | 3. | " | 15.60 | | | | |
| " | 6. | " | 11.42 | | | | |
| " | 6. | " | 20.00 | | | | |
| " | 6. | " | 30.32 | | | | |
| " | 6. | " | 58.31 | | | | |
| " | 6. | " | 12.04 | | | | |
| " | 7. | " | 39.20 | | | | |
| " | 7. | " | 20.87 | | | | |
| " | 7. | " | 23.83 | | | | |
| " | 7. | " | 30.00 | | | | |
| " | 7. | " | 4.00 | | | | |
| " | 7. | " | 17.53 | | | | |
| " | 11. | " | 700.00 | | | | |
| " | 13. | " | 10.00 | | | | |
| | | Bal. | 28.29 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sept. | 16. | Check, | $ 35.28 | Sept. | 13. | Bal. | $ 28.29 |
| " | 17. | " | 40.60 | " | 16. | Cash, | 470.00 |
| " | 20. | " | 47.38 | " | 21. | " | 85.28 |
| " | 20. | " | 74.78 | " | 24. | " | 110.00 |
| " | 20. | " | 22.38 | " | 25. | " | 125.00 |
| " | 23. | " | 13.82 | Oct. | 1. | " | 160.86 |
| " | 23. | " | 50.00 | " | 7. | " | 186.13 |
| " | 25. | " | 9.31 | " | 8. | " | 100.00 |
| " | 25. | " | 8.75 | " | 16. | " | 230.00 |
| " | 28. | " | 109.00 | " | 21. | " | 235.00 |
| Oct. | 1. | " | 6.94 | | | | |
| " | 1. | " | 28.07 | | | | |
| " | 1. | " | 75.54 | | | | |
| " | 2. | " | 36.26 | | | | |
| " | 4. | " | 73.10 | | | | |
| " | 4. | " | 74.40 | | | | |
| " | 5. | " | 11.52 | | | | |
| " | 7. | " | 6.18 | | | | |
| " | 8. | " | 14.34 | | | | |
| " | 10. | " | 36.44 | | | | |
| " | 11. | " | 9.01 | | | | |
| " | 11. | " | 38.22 | | | | |
| " | 11. | " | 4.00 | | | | |
| " | 12. | " | 100.39 | | | | |
| " | 12. | " | 30.78 | | | | |
| " | 15. | " | 10.00 | | | | |
| " | 17. | " | 77.27 | | | | |
| " | 17. | " | 9.93 | | | | |
| " | 18. | " | 64.24 | | | | |
| " | 18. | " | 24.62 | | | | |
| " | 18. | " | 5.88 | | | | |
| " | 18. | " | 22.40 | | | | |
| " | 21. | " | 37.22 | | | | |
| " | 24. | " | 23.77 | | | | |
| " | 25. | " | 76.83 | | | | |
| " | 25. | " | 24.25 | | | | |
| " | 25. | " | 8.82 | | | | |
| " | 25. | " | 40.67 | | | | |
| " | 25. | " | 36.72 | | | | |
| | | Bal. | 311.45 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Oct. | 26. | Check, | $ 5.15 | Oct. | 25. | Bal. | $ 311.45 |
| " | 28. | " | 12.84 | " | 28. | Cash, | 320.00 |
| " | 30. | " | 3.43 | Nov. | 4. | " | 200.00 |
| " | 30. | " | 153.98 | " | 7. | " | 100.00 |
| " | 30. | " | 12.10 | " | 11. | " | 210.94 |
| " | 30. | " | 42.04 | " | 18. | " | 255.00 |
| " | 30. | " | 15.95 | " | 25. | " | 237.00 |
| " | 30. | " | 4.66 | Dec. | 2. | " | 211.00 |
| " | 30. | " | 8.82 | " | 6. | " | 100.75 |
| Nov. | 4. | " | 10.00 | | | | |
| " | 7. | " | 1.50 | | | | |
| " | 8. | " | 4.00 | | | | |
| " | 8. | " | 74.43 | | | | |
| " | 11. | | 62.13 | | | | |
| " | 12. | " | 140.16 | | | | |
| " | 12. | " | 15.68 | | | | |
| " | 12. | " | 22.87 | | | | |
| " | 12. | " | 39.20 | | | | |
| " | 12. | " | 22.29 | | | | |
| " | 12. | " | 96.68 | | | | |
| " | 12. | " | 84.58 | | | | |
| " | 20. | " | 117.21 | | | | |
| " | 21. | " | 30.43 | | | | |
| " | 21. | " | 63.46 | | | | |
| " | 21. | " | 48.51 | | | | |
| " | 27. | " | 10.00 | | | | |
| " | 29. | " | 56.64 | | | | |
| " | 29. | " | 54.78 | | | | |
| " | 30. | " | 5.04 | | | | |
| " | 30. | " | 6.19 | | | | |
| " | 30. | " | 10.05 | | | | |
| " | 30. | " | 44.88 | | | | |
| Dec. | 2. | " | 8.82 | | | | |
| " | 2. | " | 44.30 | | | | |
| " | 2. | " | 103.20 | | | | |
| " | 5. | " | 10.00 | | | | |
| " | 6. | " | 70.67 | | | | |
| " | 7. | " | 11.64 | | | | |
| " | 7. | " | 11.27 | | | | |
| " | 7. | " | 16.13 | | | | |
| " | 7. | " | 26.12 | | | | |
| " | 7. | " | 10.59 | | | | |
| | | Bal. | 356.72 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Dec. | 9. | Check, | $ 3.29 | Dec. | 7. | Bal. | $ 356.72 |
| " | 11. | " | 31.20 | " | 9. | Cash, | 200.00 |
| " | 12. | " | 52.06 | " | 16. | " | 200.18 |
| " | 12. | " | 143.48 | " | 19. | " | 100.00 |
| " | 13. | " | 53.75 | " | 21. | " | 130.00 |
| " | 16. | " | 21.72 | " | 26. | " | 550.00 |
| " | 21. | " | 113.19 | " | 30. | " | 121.00 |
| " | 23. | " | 4.00 | | | | |
| " | 24. | " | 18.00 | | | | |
| " | 24. | " | 32.26 | | | | |
| " | 24. | " | 37.54 | | | | |
| " | 24. | " | 36.67 | | | | |
| " | 24. | " | 21.56 | | | | |
| " | 26. | " | 48.10 | | | | |
| " | 27. | " | 1.57 | | | | |
| " | 27. | " | 2.00 | | | | |
| " | 30. | " | 48.53 | | | | |
| " | 30. | " | 154.30 | | | | |
| " | 31. | " | 16.55 | | | | |
| " | 31. | " | 103.82 | | | | |
| " | 31. | " | 18.06 | | | | |
| " | 31. | " | 137.63 | | | | |
| | | Bal. | 558.62 | | | | |

1908

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Jan. | 6. | Check, | $ 43.90 | Jan. | 1. | Bal. | $ 558.62 |
| " | 7. | " | 37.55 | " | 6. | Cash, | 160.00 |
| " | 8. | " | 9.01 | " | 8. | " | 100.00 |
| " | 10. | " | 28.96 | " | 14. | " | 272.69 |
| " | 11. | " | 226.20 | " | 20. | " | 144.00 |
| " | 13. | " | 46.31 | | | | |
| " | 13. | " | 43.04 | | | | |
| " | 18. | " | 52.77 | | | | |
| " | 20. | " | 49.50 | | | | |
| " | 20. | " | 28.84 | | | | |
| " | 21. | " | 27.73 | | | | |
| " | 21. | " | 61.39 | | | | |
| " | 21. | " | 12.09 | | | | |
| " | 21. | " | 36.46 | | | | |
| " | 22. | " | 19.85 | | | | |
| " | 23. | " | 22.05 | | | | |
| | | Bal. | 489.66 | | | | |

## No. 15

Office of

NATHAN WORTH

—Dealer in—

General Merchandise,

303-305 High St.

*Telephone Call, No.* 49.

Burlington, N. J., Dec. 29, 1904

Two the esstate of Mr. Firman Dubel:

| | | | |
|---|---|---|---|
| By Cash | | | $ 10.00 |
| Four pair of drawes, prise at | 50c | | 2.00 |
| 1 night gound, | " | " | .50 |
| 1 table cover, | " | $2.25 | 2.25 |
| 2 yds. ½ table linel, | " | 30c | .75 |
| 2 " " " " | " | 25c | .63 |
| 1 smal table cover, | " | 25c | .25 |
| | | | $16.38 |

## No. 16

WILL AND CODICILS.

I, Firman Dubel of the City of Burlington and State of New Jersey, being now in health and of sound mind and memory do make and publish this my last Will and Testament as follows, viz:

1. I order my debts and funeral expenses paid and a tomb stone erected to my memory.

2. My wearing apparel I devise to my executor to give away.

3. I give and devise to my faithful housekeeper, Annie Clutch, who has lived in our family from childhood, and faithfully nursed and took such good care of my deceased sisters, Emma Dubell and Kitty M. Johnson and injured her own health by her devotion to them, particularly to my sister, Kitty M. Johnson, all my household goods of every description, the fuel and provisions on the premises at my decease. Also the lot of ground with the three brick houses thereon at the northeast corner of Union and Stacy Streets in this City and containing about two hundred and five feet on Stacy Street, and extending eastwardly to the rear end of York Street, lots of now or late David Handley and of John Silpath, and a lot on Union Street of Patrick McCusker and bounded on the north by Charles Sisom and others, also the sum of thirty thousand dollars. To have and to hold the same with the stable and the other improvements unto her, her heirs and assigns forever, provided, however, she shall be living with me at my decease.

4. I order my executor to sell all my estate at public or private sale, and execute and deliver deeds for the same,

without liability to the purchasers as to the disposition of the purchase money, this order to include the above real estate devised to Annie Clutch, if she should be deceased, or not living with me at my decease.

5. I give and devise to my executor as trustee, three thousand dollars, and to commence from my decease, and the interest and income received therefrom to pay or appropriate for the use and benefit of my brother, Michael M. Dubel, so long as he lives, to be free of his debts or control as I desire he shall be made comfortable so long as he lives, even if it uses up all the principal, and at his decease the balance to be equally divided among his children and their respective heirs, the trustee to invest the same in bonds and mortgages, stock or loans or Savings Institutions or Trust Companies and the same may be in this or other States, and the trustee is to receive at least five per cent on all moneys passing through his hands and not to give security without he becomes intemperate or a speculator and to be the judge as to the amount to pay him.

6. I give and devise to my brother, Isaiah Dubel, five thousand dollars.

7. I give and devise to Firman Dubel, son of my brother, Isaiah Dubel, one thousand dollars.

8. The residue of my estate I will dispose of by a codicil to this will, hereafter to be made.

9. I appoint my friend, Franklin Woolman of the said City of Burlington, executor.

In witness whereof I have hereunto set my hand and seal, this first day of November in the year of Our Lord, one thousand eight hundred and eighty-four.

FIRMAN DUBEL. [SEAL]

Signed, sealed, published and declared by the said Firman Dubel as his last Will and Testament in our presence, who at his request and in his presence and of each other have hereto set our hands as witnesses. 11, 1st, '84.

S. W. TAYLOR,
RICHARD F. MOTT,
FRANCIS ROTH,
H. LINCOLN HAINES,
(FRANKLIN GAUNTE.)
(1886, January 1st.)

I, Firman Dubel, of the City and County of Burlington, State of New Jersey, having made my last Will and Testament, dated the first day of November, A. D., eighteen hundred and eighty-four, do hereby declare this writing to be a Codicil to the same.

Whereas my friend, Franklin Woolman, by reason of illness, has become incapable of performing the duties of executor and trustee, I therefore hereby revoke his appointment and hereby nominate and appoint in this place and stead, his son Franklin C. Woolman and Annie Clutch executors and trustees of my last will and testament, and direct that there shall be paid to the said Frankiln C. Woolman, as commissions, the sum of four per cent. and to the said Annie Clutch as commissions the sum of one per cent.

In all other respects I confirm said Will.

In witness whereof I have hereunto set my hand and seal that twenty-eighth day of January, A. D., eighteen hundred and eighty-eight.

FIRMAN DUBEL. [SEAL]

Signed, sealed, published and declared by the said Firman Dubel as a Codicil to his last Will and Testament in

our presence, who at his request and in his presence, and in the presence of each other, have hereto set our hands as witnesses.

RICHD. F. MOTT,
ROWLAND J. DUTTON, 1|28, 1888.
ROBERT W. WALN.

I, Firman Dubel, of the City and County of Burlington, and State of New Jersey, having made my last will and testament dated the first day of November, eighteen hundred and eighty-four, and Codicil thereto dated the twenty-eighth day of January, eighteen hundred and eighty-eight, do hereby declare this writing to be a second Codicil to said Will.

Whereas, by the Codicil to my said Will I nominated and appointed Franklin C. Woolman as one of the executors and trustees of my said last Will and Testament, I, therefore, hereby revoke his appointment and in his place and stead I nominate, constitute and appoint Ernest Watts, as executor and trustee of my said last Will and Testament with the said Annie Clutch in said first Codicil named, as his co-executor and co-trustee; and I direct that there shall be paid to said Ernest Watts the sum of four per cent. of my estate as commissions and to said Annie Clutch the sum of one per cent. as commissions—said commissions to be in lieu of those usually by the Orphans' Court.

The rest, residue and remainder of my estate, not disposed of by my said Will I direct my said executors to distribute among my next of kin according to the law.

In all other respects I hereby confirm my said Will and Codicil.

In witness whereof I have hereunto set my hand and seal this twenty-eighth day of October, in the year of Our Lord, one thousand, nine hundred and three.

FIRMAN DUBEL. [SEAL]

Signed, sealed, published and declared by the said Firman Dubel, as and for a Codicil to his last Will and Testament, in the presence of us, who, (both being present at the same time), at his request in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

J. HOWARD PUGH,
JOSHUA TAYLOR.

## No. 17

BURLINGTON COUNTY ORPHAN'S COURT.

In the Matter of the Estate of Firman Dubel, Deceased.

Inventory and Appraisement.

Inventory and appraisement of the goods and chattels, rights and credits, moneys and effects, of Firman Dubel, late of the City of Burlington, County of Burlington and State of New Jersey, now deceased, made January eighteenth, A. D., 1905, by Ernest Watts, executor, and by George A. Allinson and George W. Smith, appraisers.

Household Furniture and Chattels.

| | |
|---|---|
| Summary ..... | $ 1,088.85 |

Moneys, Choses in Action, Securities, &c.

| | |
|---|---|
| Cash in bank ..... | $ 3,971.43 |
| Cash in hand ..... | 982.40 |
| Bond and mortgage, Maria Crozier, et al. to Firman Dubel, H. 3-12. 3-2-86..... Interest from March 2nd, 1904. | 300.00 |
| Bond and mortgage, Howard Asay, et ux., to Firman Dubel, 7-12-04. T-4-387..... Interest from July 12th, 1904. | 100.00 |
| Bond and mortgage, W. Brotherton, et ux., to F. Leroy, 5-5-79. X-2-374. $800. reduced to ..... Interest from May 26, 1902. | 700.00 |

| | |
|---|---|
| Bond and mortgage, Walter S. Marter, et ux., to Firman Dubel, 6-1-03. 2-4-265..... Interest from Dec. 1, 1904. | 5,000.00 |
| Bond and mortgage, Juliana M. Dubel, et als. 12-12-78. X-2-71..... Interest from April 1, 1898. | 400.00 |
| Bond and mortgage, Thomas Burnett, et ux., to Martha Watts, $2,000, reduced to..... Interest from Feb. 25th, 1904. | 1,450.00 |
| Bond and mortgage, John S. Cornell, et ux., to Firman Dubel, 11-20-1899. F-4-450, $1000 reduced to ..... Interest from Nov. 20, 1904. | 800.00 |
| Bond and mortgage, William B. Shedaker, et ux., to Firman Dubel, 8-3-1898, E-4-70, Interest from Aug. 3rd, 1904. | 1,500.00 |
| Pearson Rodman to Samuel W. Rogers, 5-1-68. F-2-526, $5,787.50, reduced to... Interest from | 3,198.00 |
| Bond and mortgage, George W. Wonderlin, et ux., to Firman Dubel, 10-24-88. N-3-282 ..... Interest from Oct. 24, 1904. | 300.00 |
| Bond and mortgage, Hannah S. Potts, et al., to Annie E. Vansciver, 4-21-1890. Q-3-111 ..... Interest from | 1,700.00 |

| | |
|---|---|
| Bond and mortgage, Isaiah Dubel to Firman Dubel, 5-7-1887. Kp-3-187..... Interest from May 7, 1887, less $50. | 4,900.00 |
| Bond and mortgage, Rebecca Severns, et al., to Firman Dubel, 3-8-94. X-3-53..... Interest from March 8, 1904. | 200.00 |
| Bond and mortgage, Augustus VanFaringer, et ux., to Firman Dubel, 3-16-96. A-4-238, Interest from March 16th, 1904. | 400.00 |
| Bond and mortgage, Kellumina Atkinson, et al., to Firman Dubel, 4-28-93. V-3-372, Interest from April 28, 1904. | 3,000.00 |
| Bond and mortgage, Charles H. Sampson, et ux., to Firman Dubel, 3-2-1892. T-3-146, Interest paid to March 1, 1905. | 2,500.00 |
| Bond and mortgage, Theodore F. Ellis, et ux., to Kitty M. Johnson, 6-17-1876. T-2-635, Interest from June 17, 1903. | 1,000.00 |
| Bond and mortgage, Hilman D. Warner, to Johnson, 3-21-64. E-2-120, $4,000 reduced to ..... Interest from Sept. 25th, 1904. | 3,000.00 |
| Bond and mortgage, Hilman D. Warner to Administrators Joseph Johnson, 4-1-73. P-2-30, $2200 reduced to..... Interest from Sept. 25th, 1904. | 1,000.00 |

Bond and mortgage, Henry M. Stowell, et ux., to Samuel W. Rogers, 5-23-78. W-2-301 ..... 1,500.00
Interest from May 23, 1902.

Bond and mortgage, Joseph G. Rodman to Alfred Wessels, 12-24-84. F-3-197, $3500 reduced to ..... 3,000.00
Interest from Sept. 14, 1904.

Bond and mortgage, Christopher Rigg, et al., to Firman Dubel, 10-6-97. D-4-10..... 1,600.00
Interest from

Bond and mortgage, John Hitchens, et ux., to Firman Dubel, 8-29-1903. R-4-95.... 300.00
Interest from Aug. 29, 1904.

Bond and mortgage, Charles W. Horn, et ux., to Firman Dubel, 4-5-1899. O-3-248.... 400.00
Interest from April 5, 1904.

Bond and mortgage, John Lucas to Samuel Rainear, 4-18-40. N-281 ..... 270.00
Interest from

Bond and mortgage, Lewis Stokes, et ux., to Charles Vansciver, 3-13-58. 2-264..... 1,400.00
Interest due Sept. 2, 1904, $630.00.

Bond and mortgage, P. and H. F. Powell, to Jonathan Johnson, 5-11-67. G-2-431.... 1,000.00
Interest from Nov. 11, 1904.

| | |
|---|---|
| Bond and mortgage, Morris Dugdale, et ux., to Daniel Allen, 4-15-1854. W-282, $4500 reduced to ..... Interest from July 1, 1904. | 2,500.00 |
| Bond and mortgage, Robert Kemble, et ux., to Jonathan Johnson, 2-20-64. E-2-82... Interest from | 500.00 |
| NOTES. | |
| Promissory note, William M. Shedaker, to B. D. Shedaker, Oct. 20, 1903, 1 year..... | 500.00 |
| Promissory note, George D. Wetherill to F. Dubel, Dec. 10, 1904..... | 30.00 |
| Promissory note, John F. Vickery to F. Dubel, May 15, 1903..... | 55.00 |
| Promissory note, George C. Whomsley to F. Dubel, Aug. 11, 1903..... | 53.00 |
| Promissory note, Ellen A. Parker to F. Dubel, Jan. 24th, 1899..... | 100.00 |
| Promissory note, Joseph T. Scott to F. Dubel, Jan. 27th, 1900..... | 150.00 |
| Promissory note, Theo. F. Ellis to F. Dubel, Nov. 4, 1882 ..... | 150.00 |
| Promissory note, Theo. F. Ellis to F. Dubel, March 20, 1902..... | 80.00 |
| Promissory note, S. W. Bishop to F. Dubel, March 14th, 1904..... | 250.00 |
| | $51,328.68 |