

INDEX

	Page
Answer	10
Bill of Complaint	1
Decree	23
Exhibits	147
Memorandum	31
Notice of Appeal	29
Notice of Appeal	30
Petition of Appeal	32
Reasons	36
Replication	22

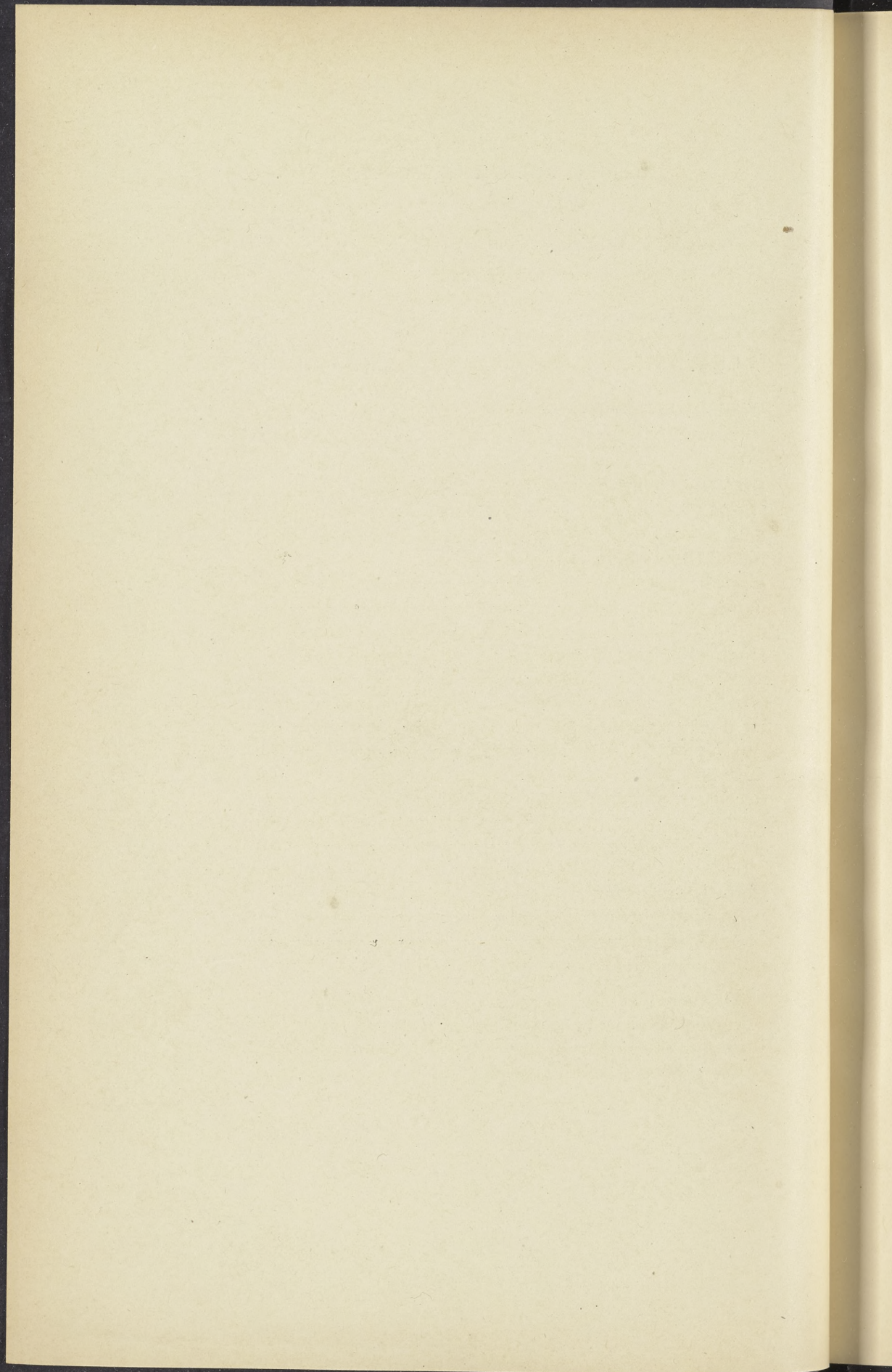
COMPLAINANT'S TESTIMONY

Burke, William P.—	
Direct	54
Cross	57
Colkitt, Harry—	
Direct	75
Cross	76
Re-direct	77
Re-cross	77
Dwier, Elmer—	
Direct (rebuttal)	143
Cross (rebuttal)	143
Gravatt, George A.—	
Direct	80
Cross	82
Inman, Edward—	
Direct (rebuttal)	142
Cross (rebuttal)	143

	Page
Kirsch, Sebastian—	
Direct (rebuttal)	145
Cross (rebuttal)	146
Lippencott, George W.—	
Direct (rebuttal)	144
Cross (rebuttal)	144
Malone, Joseph R.—	
Direct	73
Richardson, John—	
Direct	65
Cross	66
Direct (rebuttal)	140
Cross (rebuttal)	141
Satterthwaite, Harry F.—	
Direct	52
Cross	53
Sutts, Hugh—	
Direct (rebuttal)	138
Cross (rebuttal)	139
Sutts, Rebecca—	
Direct	39
Cross	44
Direct (rebuttal)	136
Cross (rebuttal)	137
Waln, Amos M.—	
Direct	70
Cross	72
Williams, Jordan—	
Direct	78
Cross	79
Re-direct	80

DEFENDANT'S TESTIMONY

	Page
Campbell, Catherine—	
Direct	89
Dickey, Howard V.—	
Direct	115
Cross	118
Haines, Joseph L.—	
Direct	134
Herron, James V.—	
Direct	84
McGrain, Joseph —	
Direct	122
Cross	125
Morris, Margaret—	
Direct	92
Cross	100
Re-direct	114
Re-cross	115
Morris, Thomas J.—	
Direct	127
Cross	131
Sprague, David T.—	
Direct	119
Cross	121



IN CHANCERY OF NEW JERSEY.

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

The complainant, James V. Herron, executor of the last will and testament of Daniel F. Campbell, deceased, of the City of Bordentown, in the County of Burlington and State of New Jersey, respectfully shows that;

1. By a certain deed of conveyance dated May 17, 1911, made by and between James Hughes and John Hughes, of the one part, and one Daniel F. Campbell, of the other part, which said deed was recorded in the Office of the Clerk of the said County of Burlington, in Book 473 of Deeds for said County, on pages 104, etc., and by a certain deed of conveyance made by and between said James Hughes and John Hughes, of the one part, and the said Daniel F. Campbell, of the other part, and which deed last aforesaid was dated June 26, 1911, and was recorded in the Office of the Clerk of the said County of Burlington, in Book 473 of Deeds for said County, on pages 202, etc., the said Daniel F. Campbell, now deceased, and late of the Township of Bordentown, in the County and State aforesaid, acquired title in fee to certain lands and premises, together with other lands, situate, lying and being in the Township, County and State aforesaid, and consisting of a farm with a dwelling house and out buildings thereon, and which lands and premises first aforesaid are more particularly described as follows:

All those certain tracts or parcels of land and premises, situate, lying and being in the Township of Bordentown, in the County of Burlington and State of New Jersey, and more particularly bounded and described as follows:

First Tract: BEGINNING at a post standing at low-water mark on the South side of Crosswicks Creek and corner to land of Mary H. Pearson, thence along her line South ten degrees West fifty-seven chains and seventy-eight links to land of the Camden and Amboy Railroad and Transportation Company; thence along their line North forty-three degrees East thirty-six chains and thirty-nine links to a post corner to land, James D. Kelly, deceased; 10 thence North ten and a half degrees East eleven chains and thirty-three links to a willow in the meadow; thence North seventy-one and a quarter degrees West one chain and fifty-four links to a stake standing at the head of a ditch; thence along the same North nine and a half degrees East eight chains and seventy-five links to a stake at low-water mark in said creek; thence down the same at low water mark the several courses thereof to the Beginning. Containing seventy-eight acres and eight- 20 hundredths of an acre of land, more or less.

Second Tract: BEGINNING at a stone standing in the middle of the Groveville road and corner to land, late Kelly's; thence running North ten and a half degrees East seven chains and forty links to land of said railroad company; thence along the same South forty-three degrees West fifty chains and eighty-six links to a post, corner to said railroad's land; thence 30 North fifty-one and a half degrees East forty-seven chains and forty-five links along the West side of the Turnpike to the middle of the Groveville road; thence North sixty-three and a half degrees West three chains and ten links to the Beginning. Containing seventeen acres and seventy-hundredths of an acre of land, more or less.

Third Tract: BEGINNING at a stake in said line fifty feet from the center of the railroad tracks and running along the same North eleven degrees East eleven chains and forty-six links to a stake; thence North seventy and three-quarter degrees West one chain and fifty-seven links to a stake; thence North ten and a half degrees East eight chains and nine links to low-water mark in Crosswicks creek, thence up the said creek the several courses thereof until it comes to a line with a persimmon tree on the bank of said creek and a buttonwood near the bank of the railroad, which said trees stand on a course from each other South seventy and three-quarter degrees East five chains and ninety-eight links from low-water mark in said creek to a stake fifty feet from the center of the aforesaid railroad track; thence along said railroad fifty feet from the center to the Beginning. Containing seven acres and thirty-three hundredths of an acre of land, more or less.

10
20

Excepting from the above described premises, the following tract of land:

BEGINNING at a stake in the middle of the public road leading from Groveville to Trenton and in the Northeasterly line of land of the Amboy Division of the Pennsylvania Railroad and running thence (1) by said railroad line North forty-six degrees and fifteen minutes East five hundred seventy-two feet to a sassafras tree; thence (2) by said Chambers' other land South fourteen degrees and ten minutes West five hundred sixteen and three-quarters feet to a stake in the center of said public road, an original corner of said Chambers' land, thence (3) along the middle of said road North seventy-one degrees and twenty-five minutes West three hundred five

and one-half feet more or less to said railroad line and place of Beginning.

Excepting further thereout and therefrom, however, six separate tracts of land which have been sold by the party of the first part to divers person, which said tracts of land are particularly described in the six following conveyances:—

- 10 Daniel F. Campbell to Edward N. Inman, by deed, dated June 26, 1917, and recorded in Book 537 of Deeds, pages 396, &c.

Daniel F. Campbell to Elmer P. Dwier and Hannah E. Dwier, by deed, dated June 26, 1917, and recorded in Book 538 of Deeds, page 40, &c.

- 20 Daniel F. Campbell to George W. Lippincott and Mary J. Lippincott, his wife, by deed, dated August 2, 1917, and recorded in Book 538 of Deeds, page 183, &c.

Daniel F. Campbell to Rebecca Sutts, by deed, dated September 30, 1918, and recorded in Book 554 of Deeds, page 172, &c.

- 30 Daniel F. Campbell to David T. Sprague and Ida M. Sprague, husband and wife, by deed, dated March 31, 1919, and recorded in Book 574, page 316, &c.

Daniel F. Campbell to Joseph Heinz and Teresa Heinz, husband and wife, by deed, dated March 1, 1920, and recorded in Book 580 of Deeds, page 231, &c.

Being the same land and premises granted and conveyed to the said Daniel F. Campbell by James Hughes and John Hughes, by two separate deeds, the first of which deeds is dated May 17, 1911, and recorded in Book 473 of Deeds, page 104, &c., and the other of said deeds is dated June 26, 1911, and recorded in Book 473 of Deeds, page 202, &c., in the Burlington County Clerk's Office, at Mount Holly.

2. At or about the dates of the aforesaid conveyances, the said Daniel F. Campbell took possession of the aforesaid lands and premises, with the appurtenances, and remained in possession thereof from thenceforth continuously until the date of his death, residing at and making his home upon the said lands and premises continuously during the period aforesaid. 10

3. On or about the twentieth day of March, 1923, said Daniel F. Campbell signed and acknowledged a certain paper writing purporting to be a deed of conveyance of the aforesaid lands and premises from him, the said Daniel F. Campbell, to his mother, the defendant, Catherine Campbell. 20

4. The deed of conveyance last aforesaid was never delivered by the said Daniel F. Campbell to the said defendant, Catherine Campbell, but was retained by, and remained in the possession of, the said Daniel F. Campbell continuously from and after the aforesaid date of the signing thereof to and until the date of his death hereinafter set forth, and the said paper writing was utterly without consideration as a deed of conveyance of the aforesaid lands and premises. 30

5. On the twentieth day of August, 1928, the said Daniel F. Campbell made and executed his last will and testament, wherein and whereby he constituted and appointed the complainant the sole executor thereof, and wherein and whereby he provided, among other things as follows:

10 “8. I empower and direct my executor hereinafter named to cause all of my estate, real, personal and mixed, excepting that portion of the same which I have devised to Emmaline McCue for and during her natural life, to be sold as may be conveniently possible after my death, and to cause that portion of my said estate which I have devised to said Emmaline McCue, for and during her natural life, to be sold as may be conveniently possible after her death; and all of the rest, residue and remainder of my estate, remaining after the payment of the aforesaid legacies, I give, devise and bequeath to the Right
20 Reverend Nelson H. Baker, of Our Lady of Victory Infants' Home, of Lackawanna, New York, and his successors in charge of Our Lady of Victory Infants' Home to be used by him or them in his or their discretion, for the care, maintenance and education of children, and I desire that the said Right Reverend Nelson H. Baker, and his successors cause masses to be said for the repose of my soul upon each succeeding anniversary of my death.”
30

6. Neither the lands and premises aforesaid, nor any portion thereof, were or was specifically devised by the said Daniel F. Campbell to the said Emmaline McCue, or to any other person or persons in and by his said last will and testament, but the aforesaid lands and premises became and are, by the terms of

the said last will and testament, a portion of the residue and remainder of the estate of the said Daniel F. Campbell.

7. The said Daniel F. Campbell departed this life on August 23, 1928.

8. The aforesaid last will and testament of the said Daniel F. Campbell was, on December 19, 1928, duly admitted to probate by the Register of the Pre-rogative Court of the State of New Jersey, and letters¹⁰ testamentary thereon were, on the date last aforesaid, duly issued by the said Register to the said complainant, who has taken upon himself thereunder the administration of the estate of the said Daniel F. Campbell, deceased.

9. On or about August 27, 1928, and after the death of the said Daniel F. Campbell, the said defendant, Catherine Campbell, in company with one Thomas J. Morris, her son-in-law, came to the said²⁰ lands and premises, and then and there took possession, and seized and carried away sundry papers and documents of the said Daniel F. Campbell, among which said papers and documents was the deed of conveyance last aforesaid.

10. Thereafter, and on August 28, 1928, the said defendant, Catherine Campbell, by her agent and servant, the said Thomas J. Morris, caused the deed last aforesaid to be recorded as a conveyance of the³⁰ aforesaid lands and premises in the Office of the Clerk of the said County of Burlington, in Book 718 of Deeds for said County, on pages 445, &c.

11. The aforesaid lands and premises comprise the greater portion of the estate of the said Daniel F. Campbell, deceased.

12. The said defendant, Catherine Campbell, is now in possession of the said lands and premises, and has collected, and is collecting, the rents, issues and profits thereof.

13. The said defendant, Catherine Campbell, claims to own the title in fee to the aforesaid lands and premises by virtue of the deed last aforesaid.

10 14. The said defendant, Catherine Campbell, is a widow.

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

1. That Catherine Campbell, who is the defendant to this suit, may answer this bill of complaint and each statement therein made.

20 2. That the deed last aforesaid, purporting to be a conveyance of the aforesaid lands and premises by the said Daniel F. Campbell to the said Catherine Campbell, hereinbefore set forth, may be decreed and declared to be null, void and of no effect.

3. That the said defendant, Catherine Campbell, may be required and directed by this Court to convey the said lands and premises to complainant, free and clear of and from all encumbrances done by her, or
30 any claiming by, from or under her.

4. That, pending the final determination of this cause, a receiver of said lands and premises may be appointed to take charge thereof and manage the same.

5. That an account may be taken of the rents, issues and profits of the said lands and premises collected by the said defendant, Catherine Campbell, since the death of the said Dainel F. Campbell, and that the said defendant may be decreed to pay to complainant the amount of the said rents, issues and profits so collected by her.

6. That the said defendant may be required to deliver up to the said complainant the possession of 10 the aforesaid lands and premises, together with all deeds, muniments of title and writings in her custody or power relating to the said lands and premises.

7. That the complainant may have such further or other relief in the premises as the nature of the case may require, and as may be agreeable to equity and good conscience.

8. That a writ of subpoena may issue, commanding the said defendant to answer this bill of complaint and abide by such decree as this Court may make in the premises. 20

MICHAEL FELCONE,
Solicitor for Complainant.
AMOS M. WALN,
Counsel with Complainant.

IN CHANCERY OF NEW JERSEY.

JAMES HERRON, executor, etc.,	}	On Bill, &c.
Complainant,		
vs.		
CATHERINE CAMPBELL,	}	ANSWER.
Defendant.		

10 The answer of the defendant, Catherine Campbell, to the bill of complaint of complainant is as follows:

1. The defendant admits that on May 17, 1911, James Hughes and John Hughes, made a deed to Daniel F. Campbell, for the premises described in the bill of complaint, which deed is recorded as set forth in said bill of complaint, and that James
 20 Hughes and John Hughes, did convey to Daniel F. Campbell, another tract of land as set forth in said bill of complaint, on June 26, 1911, which was recorded as set forth in said bill of complaint, and that said property as described in said bill of complaint, was the description of the property belonging to Daniel F. Campbell, deceased, as conveyed to him in his life-time by said deeds aforesaid, and admits further that the exceptions set forth in said bill of complaint are correctly set forth in said bill of
 30 complaint, and that Daniel F. Campbell executed the deeds to various persons as set forth in said bill of complaint.

2. And defendant further answering denies that from the date of the aforesaid conveyance Daniel F. Campbell took possession of the aforesaid lands and premises with the appurtenances and remained

in possession thereof continuously unto the date of his death residing at and making his home upon said lands and premises continuously during the period aforesaid, but defendant does admit that Daniel F. Campbell took possession of the aforesaid land on or about the date of said conveyance and remained in possession of said lands continuously until March, 1923, when Daniel F. Campbell executed a deed for said premises to his mother, the defendant, Catherine Campbell, who has been in legal possession of said premises from March, 1923, to the present time, but defendant does admit that Daniel F. Campbell resided at and made his home upon said lands and premises during the period set forth in paragraph two of said bill of complaint. 10

3. Then, further answering, admits on the Twentieth day of March, 1923, said Daniel F. Campbell signed and acknowledged a certain paper writing purporting to be a deed of conveyance for lands and premises from him, Daniel F. Campbell, to his mother, Catherine Campbell, as set forth in said bill of complaint. 20

4. The defendant further answering says he denies the deed of conveyance last aforesaid was never delivered by Daniel F. Campbell to the said defendant, Catherine Campbell, but was retained by and remained in possession of the said Daniel F. Campbell continuously from and after the date of the signing thereof, until the date of his death as set forth in said bill of complaint, and denies further that the said paper writing was utterly without the consideration of the deed of conveyance of the lands and premises described in said bill of complaint, and defendant further answering says that the deed described in said bill of complaint of Daniel F. 30

Campbell to the defendant Catherine Campbell, for the premises set forth in said bill of complaint, was delivered by Daniel F. Campell to the defendant at the time of the execution, March, 1923, and has been retained by said defendant in possession of said defendant from the time of the conveyance to the date of the death of the said Daniel F. Campbell, and that the consideration paid by the defendant Daniel F. Campbell in his lifetime was a bona fide consideration. That in 1900, defendant received upon the death of her husband One Thousand she gave Daniel F. Campbell to buy the Fillman farm located at Crosswicks, N. J. The purchase price was Fifteen hundred dollars and at the time Daniel F. Campbell purchased this farm he paid One Hundred Dollars on account of the purchase price, and the defendant loaned him the One Thousand Dollars which she received upon the death of her husband, as aforesaid, and when the settlement was made for said farm this defendant loaned Daniel F. Campbell Fourteen Hundred Dollars in addition to the above moneys that she had loaned him for the purchase of said farm. I lived with Daniel F. Campbell until he sold the Fillman farm. At this time I had farming implements, cows, calves, horses, chickens, pigs, and these were all turned over to Daniel for the sum One Thousand Dollars, but instead of paying me the One Thousand Dollars for said goods, Daniel Campbell retained that One Thousand Dollars to pay upon the purchase price of the new farm that he was to buy which was the Peter Hughes farm, the subject matter of this complaint. This was in 1911. And defendant further says, that at this time she had loaned Daniel F. Campbell the sum of Fourteen Hundred Dollars and the One Thousand Dollars for the farming implements and stock, or a total of Twenty-four Hundred Dollars, loaned by defend-

ant to Daniel F. Campbell in his life-time to purchase the farm. When Daniel F. Campbell purchased the Peter Hughes farm, he paid Two Thousand dollars cash with the money that had been loaned by defendant to Daniel F. Campbell and the money that she had received from the sale of the farm equipment.

Defendant further answering says, that she loaned him sufficient money to stock the Peter Hughes farm when he took possession of the same. 10

Defendant further answering says, that in March, 1923, that an agreement made between Daniel F. Campbell and this defendant, Daniel F. Campbell agreed to convey the premises in question to this defendant for the money that she had advanced him to purchase the farm aforesaid.

5. And this defendant further answering says the bill of complaint admits that on the Twentieth day of August, 1928, said Daniel F. Campbell made 20 and executed his last will and testament wherein and whereby he constituted and appointed the complainant his sole executor therein, wherein and whereby he devised among other things the bequests as under paragraph eight of the said will which is set forth under sub-division five of the said bill of complaint.

6. Defendant further answering said bill of complaint admits neither the lands nor premises aforesaid nor any portion thereof were or was specifically devised by the said Daniel F. Campbell to the said Emmaline McCue or to any other person or persons under his last will and testament, but denies that the aforesaid lands and premises became and are by the terms of the said last will and testament a portion of the residue and remainder of the estate 30

of the said Daniel F. Campbell, but on the contrary defendant says that the premises in question are the property of the defendant, she having received the same by a bona fide deed from Daniel F. Campbell executed in his life-time to the defendant in March, 1923, for a bona fide consideration as has been set forth fully in the former paragraph in this answer, which money was paid by this defendant to Daniel F. Campbell in his life-time and which was the true value of said farm and the amount paid by this defendant to Daniel F. Campbell on the agreement agreed between Daniel F. Campbell in his life-time and this defendant at the time said deed was executed.

7. That the said Daniel F. Campbell in his life-time made a deed to this defendant; and that the money paid by defendant to Daniel F. Campbell was the true consideration and value of said farm at the time said deed was executed by Daniel F. Campbell to this defendant. That said deed was signed, sealed, executed and delivered by the said Daniel F. Campbell in his life-time before a person duly qualified to take an acknowledgment and was acknowledged by the said Daniel F. Campbell as his voluntary act and deed and after said deed was signed, sealed and delivered and acknowledged as aforesaid the deed was delivered by Daniel F. Campbell and said defendant has been in possession ever since the execution thereof as will be shown to this Honorable Court at the hearing of the said cause.

8. This defendant further answering said bill of complaint admits that Daniel F. Campbell departed this life on August 23, 1928.

9. And defendant further answering this bill of complaint admits the aforesaid last will and testament of the said Daniel F. Campbell was on December 19, 1928, admitted to probate by the Register of the Prerogative Court of the State of New Jersey and letters testamentary thereon were on the date last aforesaid duly issued by the said Register of Wills to the said complainant, who has taken upon himself thereunder the administration of the estate of the said Daniel F. Campbell, deceased.

10

10. This defendant further answering this bill of complaint denies on or about August 27, 1928, and after the death of the said Daniel F. Campbell the said defendant Catherine Campbell in company with one Thomas J. Morris, her son-in-law, came to the lands and premises and then and there took and carried away sundry papers and documents of the said Daniel F. Campbell, but does admit that she took papers from the premises of Daniel F. Campbell after his death, which papers have been kept by this defendant, which papers belong to her, together with furniture that belonged to her in the home of Daniel F. Campbell aforesaid and at the time she took these papers she took the deed described in this paragraph, which deed is the subject matter of this complaint covering premises described in said bill of complaint. The deed of Daniel F. Campbell, the said defendant, which is referred to in paragraph nine of the bill of complaint.

20
30

11. Defendant answering said bill of complaint admits that on August 28, 1928, the defendant, Catherine Campbell, by her agents, servants Thomas J. Morris, caused the deed aforesaid to be recorded for the said lands and premises, in the office of the Clerk of the County of Burlington in Book 718 of Deeds, page 445, &c.

12. Defendant further answering said bill of complaint denies that the lands and premises described in said bill of complaint comprise the greater portion of the estate of the said Daniel F. Campbell. And defendant further says that said lands and premises did not belong to Daniel F. Campbell at the time of his death but belonged to this defendant, having been conveyed to her by Daniel F. Campbell in his life-time by a deed of conveyance, which deed was delivered to Catherine Campbell for a consideration which was the true consideration for said deed as described in the former paragraph of this answer. That upon the trial of this cause defendant will show to this Honorable Court that the money so advanced by the defendant to Daniel F. Campbell in his life-time was a true value for said premises at the time said deed was made and delivered by said Daniel F. Campbell in March, 1923, to the defendant.

20 13. Defendant further answering said bill of complaint admits that the said Catherine Campbell is now in possession of said premises and has collected the rents and issues and profits thereof.

14. Said defendant further answering said bill of complaint admits that the said Catherine Campbell claims to own the title in fee for said lands and premises by virtue of a deed last aforesaid.

30 15. The defendant further answering said bill of complaint admits that defendant Catherine Campbell is a widow.

16. And said defendant further answering says that in 1900, Daniel F. Campbell purchased the Fillman farm and that this defendant had loaned him

all of the money except One Hundred Dollars for which to purchase this farm and that said farm was purchased with money belonging to this defendant, to wit, the sum of Fourteen Hundred Dollars. That Daniel F. Campbell had One Hundred Dollars in the purchase price of said farm. And defendant further answering says that said defendant lived on the said farm with Daniel F. Campbell after he purchased the Fillman farm, and when he purchased the Peter Hughes farm, the subject 10 matter of this complaint, this defendant continued to live with the said Daniel F. Campbell for some time on the said Peter Hughes farm, and this defendant further answering says that in 1911 Daniel F. Campbell sold the Fillman farm and purchased the Peter Hughes farm and the purchase price of said farm was Four Thousand Dollars and at which time the said Daniel F. Campbell owed this defendant the sum of Twenty-four Hundred Dollars; when he purchased the Peter Hughes farm he paid Two 20 Thousand dollars cash and gave a mortgage for the balance of the purchase price and at which time Daniel F. Campbell did not have sufficient money to stock the Peter Hughes farm and defendant loaned him sufficient money to stock the Peter Hughes farm; and defendant further answering says at the time the said Daniel F. Campbell purchased the Peter Hughes farm this defendant continued to live there and when she did not live there she visited him every week, taking groceries and taking care of said 30 farm and the home, and that all the furniture that was in the house on the Peter Hughes farm belonged to said defendant and was used by Daniel F. Campbell in his life-time; and this defendant further answering says that in 1923 the said defendant had a conversation with Daniel F. Campbell; she stated she was getting old and she did not have anything

to show for all the money she had loaned him and that her son, Daniel F. Campbell, said, "I will give you something to show for all the money you have loaned to me" and an agreement was made between Daniel F. Campbell and this defendant to make out a deed for the farm and to deliver the said deed to Catherine Campbell, and the consideration for the agreement between Daniel F. Campbell and this defendant was that Daniel F. Campbell did make and
10 execute a deed for the premises aforesaid and delivered the same to this defendant who has been in possession of said deed from that date down to the present time; when said deed was delivered by Daniel F. Campbell to this defendant it was placed in a bureau drawer in the room where the insurance papers and other papers which belonged to this defendant and which have been kept there by this defendant, ever since the delivery of said deed, and since the time that
20 Daniel F. Campbell delivered the deed to this defendant in March, 1923, she had never returned the deed to the said Daniel F. Campbell, but has kept it with other papers in the property belonging to her at the home of Daniel F. Campbell. And this defendant further answering says that Daniel F. Campbell wanted to improve the house and run water to the house at which time he asked the said defendant if she could loan the money to him to make said improvements on the said farm; but
30 said defendant did not have sufficient money to loan Daniel F. Campbell to make said improvements to said farm, but consented with him to raise a mortgage with a man named Satterthwaite for the sum of Two Thousand Dollars, which was done by the said Daniel F. Campbell in his lifetime with the consent of this defendant. And this defendant further answering says that after the said Daniel F.

Campbell made said deed to this defendant in March, 1923, he continued to work and operate said farm from that time down to the time of his death and instead of the said Daniel F. Campbell paying rent to this defendant for said farm which had been conveyed by him to said defendant he agreed with the said defendant to keep said farm in repair and to pay the necessary operating expenses of said farm and keep it in the same condition as it was at the time he made the conveyance to said defendant 10 in March, 1923, which was agreed between the parties at the time he made said conveyance aforesaid. And the defendant further answering says that from time to time since her husband died in 1900 she has given considerable sums of money to Daniel F. Campbell during his life-time for debts he owed during his life-time, but that the said defendant never kept any itemized account of the amounts that she had loaned her son Daniel F. Campbell during his life-time for debts that he owed during his 20 lifetime, all of which sums were taken into consideration by Daniel F. Campbell at the time he agreed to convey said farm to said defendant; and this defendant further answering says that during the life-time of Daniel F. Campbell from March, 1923, down to the present time Daniel F. Campbell always held out to the public and has stated publicly that the said defendant Catherine Campbell was the owner of the premises in question; and this defendant further answering says that she contends that she is the 30 true owner of the said premises in question; that she has paid sufficient sums of money to Daniel F. Campbell, which is the true purchase price for the said premises in question, and Daniel F. Campbell having signed, sealed and delivered a deed for said premises in question duly acknowledged before a person authorized to take acknowledgments in the

State of New Jersey, and that after said deed was signed, executed and acknowledged by Daniel F. Campbell and handed over by Daniel F. Campbell to this defendant, she in turn kept this deed from the date it was signed by Daniel F. Campbell with other papers belonging to her in the home of Daniel F. Campbell and furniture belonging to her, which room had always been used by her when she lived at the home of Daniel F. Campbell and since the
10 time she left his home she had continued to visit his home almost weekly and always considered that room her room where the deed in question was kept along with other papers belonging to the said defendant and has been in her possession up until she obtained said deed and placed said deed on record as fully set forth in another part of this answer.

And this defendant further answering says that at the time said deed was delivered to said defendant by Daniel Campbell in his life-time he made a
20 delivery of the premises in question and the said defendant who has exercised the right to ownership of said premises from the date of delivery, March, 1923, down to the present time and still exercises the right of ownership of said premises in question.

And this defendant further answering says that there was a consideration paid for said premises in question, there was a delivery of a deed, there was a delivery of possession of said premises both by
30 acts and words of the said Daniel F. Campbell in his life-time to this said defendant and it was the intention of Daniel F. Campbell in his life-time to grant and convey to the defendant in question fee simple to the premises in question and to pass the title of said premises from Daniel F. Campbell to said defendant.

Answer

21

This defendant therefore prays that the said bill of complaint may be dismissed and that she may be allowed her reasonable costs in this behalf most wrongfully sustained.

ROBT. PEACOCK,
Solicitor of Defendant.

10

IN CHANCERY OF NEW JERSEY.

Between

JAMES V. HERRON, Executor
of the Last Will and Testa-
ment of Daniel F. Camp-
bell, deceased,

Complainant,

and

CATHERINE CAMPBELL,

Defendant.

ON BILL, ETC.

DECREE.

10

This cause coming on to be heard before the Court on the twentieth day of January, 1930, in the presence of Michael Felcone and Amos M. Waln, of counsel with the complainant, and Robert Peacock, of counsel with the defendant; and the Court having read and considered the pleadings, having con- 20
sidered the proofs, and having heard and consid-
ered the arguments of the respective counsel there-
on; and it appearing to the Court that the deed of
conveyance set forth in the bill of complaint in this
cause, purporting to convey the lands and premises
described in said bill and hereinafter described to
the defendant, Catherine Campbell, and which said
deed of conveyance was executed by Daniel F.
Campbell, now deceased, in his lifetime and on
March 20, 1923, and was recorded, on August 28, 30
1928, in the office of the Clerk of the County of Bur-
lington, in this State, in Book 718 of Deeds for said
County, on pages 445, etc., was never delivered by
the said Daniel F. Campbell, and was never intend-
ed to be delivered by him as a deed inter partes;
and it further appearing to the Court that the afore-
said deed of conveyance was procured by the said

defendant, Catherine Campbell, from among the effects of the said Daniel F. Campbell after his death and thereupon placed upon record; and it further appearing to the Court that the said decedent devised the said premises to complainant by his will, duly probated, and that complainant is entitled to a reconveyance to him of the lands and premises described in the bill of complaint herein, and hereinafter described:

10 It is, on this twenty-seventh day of January, 1930, ORDERED, ADJUDGED and DECREED that, within ten days after service upon her of a true but uncertified copy of this decree, the said defendant, Catherine Campbell, do make, execute, acknowledge and deliver to the said complainant, or deliver to the said counsel with the complainant, a good and sufficient deed of conveyance conveying to the said complainant any and all of the right, title and interest of the said defendant in and to the lands and premises described in the bill of complaint in this cause, and hereinafter described, free and clear of and from all encumbrances done by her, or by anyone claiming by, from or under her, and that the said defendant, within the period last aforesaid, do also deliver up to the said complainant the possession of the aforesaid lands and premises, together with all deeds, muniments of title and writings in her custody or power relating to the said lands and premises; the said lands and premises being described as follows:

All those certain tracts or parcels of land and premises, situate, lying and being in the Township of Bordentown, in the County of Burlington and State of New Jersey, and more particularly bounded and described as follows:

First Tract: BEGINNING at a post standing at low-water mark on the South side of Crosswicks Creek and corner to land of Mary H. Pearson, thence along her line South ten degrees West fifty-seven chains and seventy-eight links to land of the Camden and Amboy Railroad and Transportation Company; thence along their line North forty-three degrees East thirty-six chains and thirty-nine links to a post corner to land, James D. Kelly, deceased; thence North ten and a half degrees East eleven chains and thirty-three links to a willow in the meadow; thence North seventy-one and a quarter degrees West one chain and fifty-four links to a stake standing at the head of a ditch; thence along the same North nine and a half degrees East eight chains and seventy-five links to a stake at low-water mark in said creek; thence down the same at low water mark the several courses thereof to the Beginning. Containing seventy-eight acres and eight hundredths of an acre of land, more or less. 10 20

Second Tract: BEGINNING at a stone standing in the middle of the Groveville road and corner to land, late Kelly's; thence running North ten and a half degrees East seven chains and forty links to land of said railroad company; thence along the same South forty-three degrees West fifty chains and eighty-six links to a post, corner to said railroad's land; thence North fifty-one and a half degrees East forty-seven chains and forty-five links 30 along the West side of the Turnpike to the middle of the Groveville road; thence North sixty-three and a half degrees West three chains and ten links to the Beginning. Containing seventeen acres and seventy hundredths of an acre of land, more or less.

Third Tract: BEGINNING at a stake in said line fifty feet from the center of the railroad tracks and running along the same North eleven degrees East eleven chains and forty-six links to a stake; thence North seventy and three-quarter degrees West one chain and fifty-seven links to a stake; thence North ten and a half degrees East eight chains and nine links to low-water mark in Crosswicks creek, thence up the said creek the several courses thereof until it
 10 comes to a line with a persimmon tree on the bank of said creek and a buttonwood near the bank of the railroad, which said trees stand on a course from each other South seventy and three-quarter degrees East five chains and ninety-eight links from low-water mark in said creek to a stake fifty feet from the center of the aforesaid railroad track; thence along said railroad fifty feet from the center to the Beginning. Containing seven acres and thirty-three hundredths of an acre of land, more or less.

20

Excepting from the above described premises, the following tract of land:

BEGINNING at a stake in the middle of the public road leading from Groveville to Trenton and in the Northeasterly line of land of the Amboy Division of the Pennsylvania Railroad and running thence (1) by said railroad line North forty-six degrees and fifteen minutes East five hundred seventy-
 30 two feet to a sassafras tree; thence (2) by said Chambers other land South fourteen degrees and ten minutes West five hundred sixteen and three-quarters feet to a stake in the center of said public road, an original corner of said Chambers land, thence (3) along the middle of said road North seventy-one degrees and twenty-five minutes West

three hundred five and one-half feet more or less to said railroad line and place of Beginning.

Excepting further thereout and therefrom however, six separate tracts of land which have been sold by the party of the first part to divers person, which said tracts of land are particularly described in the six following conveyances:

Daniel F. Campbell to Edward N. Inman, by deed, dated June 26, 1917, and recorded in Book 537 of Deeds, pages 396, &c. 10

Daniel F. Campbell to Elmer P. Dwier and Hannah E. Dwier, by deed, dated June 26, 1917, and recorded in Book 538 of Deeds, page 40, &c.

Daniel F. Campbell to George W. Lippincott and Mary J. Lippincott, his wife, by deed, dated August 2, 1917, and recorded in Book 538 of Deeds, page 183, &c. 20

Daniel F. Campbell to Rebecca Sutts, by deed, dated September 30, 1918, and recorded in Book 554 of Deeds, page 172, &c.

Daniel F. Campbell to David T. Sprague and Ida M. Sprague, husband and wife, by deed, dated March 31, 1919, and recorded in Book 574, pages 316, &c.

Daniel F. Campbell to Joseph Heinz and Teresa Heinz, husband and wife, by deed, dated March 1, 1920, and recorded in Book 580 of Deeds, page 231, &c. 30

Being the same land and premises granted and conveyed to the said Daniel F. Campbell by James Hughes and John Hughes, by two separate deeds,

the first of which deeds is dated May 17, 1911, and recorded in Book 473 of Deeds, page 104, &c., and the other of said deeds is dated June 26, 1911, and recorded in Book 473 of Deeds, page 202, &c., in the Burlington County Clerk's Office, at Mount Holly.

And it is further ORDERED and DECREED that it be referred to J. Albert Homan, one of the Masters of this Court, to take an account of the rents,
10 issues and profits of the said lands and premises collected by the said defendant, Catherine Campbell, since the death of the said Daniel F. Campbell, and of the sums lawfully expended by her on account of the same for interest, taxes, repairs and other charges, and that the said Master make report to this Court with all convenient speed.

And it is further ORDERED, ADJUDGED and
20 DECREED that the said defendant pay to the complainant, or to his solicitor, the costs of this suit to be taxed, within ten days after service upon her of true but uncertified copies of this decree and of said taxed costs; and that, in default of such payment, execution issue therefor, according to the practice of this Court, against the goods and chattels, lands, tenements, hereditaments and real estate of the said Catherine Campbell.

And all further equities are reserved until the
30 coming in of said Master's Report.

Respectfully advised,

Malcolm G. Buchanan, V. C.

E. R. WALKER, C.

IN CHANCERY OF NEW JERSEY

Between
JAMES V. HERRON, Executor
of the Last Will and Testa-
ment of Dainel F. Camp-
bell, deceased,
Complainant.
and
CATHERINE CAMPBELL,
Defendant.

ON BILL, &c.
NOTICE OF
APPEAL. 10

The defendant, Catherine Campbell, hereby ap-
peals from the final decree of Hon. Edwin Robert
Walker, Chancellor, on the advice of Malcolm G.
Buchanan, Vice Chancellor, made in the above en-
titled cause on the Twenty-seventh day of January,
1930, and from the whole and every part thereof, to 20
the Court of Errors and Appeals in the last Resort in
All Cases.

ROBT. PEACOCK,
Solicitor for and of Counsel
with Defendant, Catherine Campbell.

I conceive there is good cause for appeal in the
above entitled cause.

ROBT. PEACOCK, 30
Solicitor for and of Counsel
with Defendant, Catherine Campbell.

NEW JERSEY COURT OF ERRORS AND APPEALS.

JAMES V. HERRON, Exr. of the
Last Will and Testament of
Daniel F. Campbell, deceased.

Complainant-Respondent.

On Appeal from the Court
of Chancery.

vs.

ANSWER TO PETITION OF
APPEAL.

Catherine Campbell,

Defendant-Appellant.

.....

The answer of James V. Herron, Executor of the Last Will and Testament of Daniel F. Campbell, deceased, the above named respondent, to the petition of appeal of Catherine Campbell, the above named appellant.

This respondent not admitting the proof of all or any of the matters in the said petition of appeal contained in answer thereto nevertheless admits that a decree was on January 27, 1930 made and entered in the Court of Chancery of New Jersey in the above entitled cause for the purpose of said petition mentioned as therein set forth but as to the substances and ~~form~~ of said decree this respondent begs leave to refer there- to when the same shall be produced.

This respondent is advised and believes that the said decree is agreeable to equity and he prays that the same may be affirmed with costs to be taxed in favor of the respondent.

Michael Felcone,
Solicitor for Respondent

Amos N. Waln,
Of Counsel with Respondent.

NEW JERSEY COURT OF ERRORS AND APPEALS

Case No. 107, Term of the Court, 1930. Plaintiff, Daniel T. Campbell, deceased.

On appeal from the Court of Chancery.

Complainant-Respondent.

APPEAL TO THE COURT OF ERRORS AND APPEALS.

Plaintiff-Appellant.

Defendant-Appellee.

The answer of James W. Heron, Executor of the will and testament of Daniel T. Campbell, deceased, the named respondent, to the petition of appeal of Catherine Campbell, the above named appellant.

This respondent, not admitting the truth of all the matters in the said petition of appeal contained therein, nevertheless admits that she was on May 1, 1930, named and entered in the Court of Chancery of New Jersey in the above entitled case for the purpose of this petition as stated in the petition but as to the substance of the petition the respondent believes that the same shall be resolved.

This respondent is advised and believes that she is entitled to equity and justice and that the same shall be granted in favor of the respondent.

Michael J. Lacey,
Solicitor for respondent.

James W. Heron,
Of counsel for respondent.

Between
JAMES
Etc

CAT

BU

T
con
tim
Ca
kn
cup

7
wa
it
de
de
cu
er
on

of
C
in
y
d

NEW JERSEY COURT OF ERRORS AND
APPEALS

10	JAMES V. HERRON, Executor of the Last Will and Testa- ment of Daniel F. Camp- bell, deceased, Complainant-Appellee, vs. CATHERINE CAMPBELL, Defendant-Appellant.	}	On Appeal from the Court of Chancery. PETITION OF APPEAL.
----	---	---	--

To the Honorable the Court of Errors and Appeals
in the Last Resort in All Cases:

The petition of Catherine Campbell, the appellant
in the above entitled cause, respectfully shows that:

20

1. Petitioner finds herself aggrieved by a final de-
cree made in the Court of Chancery by His Honor
Edwin Robert Walker, Chancellor of the State of New
Jersey, bearing date the Twenty-seventh day of Jan-
uary, 1930, in a certain cause in said Court of Chan-
cery wherein the said James V. Herron, Executor of
the Last Will and Testament of Daniel F. Campbell
was complainant and the said Catherine Campbell
was defendant, in this respect in that the said decree
30 adjudges that the deed of conveyance set forth in
the bill of complaint in this cause, purporting to con-
vey the lands and premises described in said bill and
hereinafter described to the defendant, Catherine
Campbell, and which said deed of conveyance was
executed by Daniel F. Campbell, now deceased, in his
lifetime and on March 20th, 1923, and was recorded,
on August 28, 1928, in the office of the Clerk of the

County of Burlington, in this State, in Book 718 of Deeds for said County, on pages 445, etc., was never delivered by the said Daniel F. Campbell and was never intended to be delivered by him as a deed inter partes; and it further appearing to the Court that the aforesaid deed of conveyance was procured by the said defendant, Catherine Campbell, from among the effects of the said Daniel F. Campbell after his death and thereupon placed upon record; and it further appearing to the Court that the said 10 decedent devised the said premises to complainant by his will duly probated and that complainant is entitled to a reconveyance to him of the lands and premises described in the bill of complaint herein, and hereinafter described;

It is on this Twenty-seventh day of January, 1930, ORDERED, ADJUDGED and DECREED that, within ten days after service upon her of a true but uncertified copy of this decree, the said defendant, 20 Catherine Campbell, do make, execute, acknowledge and deliver to the said complainant, or deliver to the said counsel with the complainant, a good and sufficient deed of conveyance conveying to the said complainant any and all of the right, title and interest of the said defendant in and to the lands and premises described in the bill of complaint in this cause, and hereinafter described, free and clear of and from all encumbrances done by her, or by anyone claiming by, from or under her, and that the said 30 defendant, within the period last aforesaid, do also deliver to the said complainant the possession of the aforesaid lands and premises, together with all deeds, muniments of title and writings in her custody or power relating to the said lands and premises.

2. Petitioner appeals from the whole of the decree of the Chancellor on the ground that the decree is erroneous in that it sets forth that said deed was never delivered by the said Daniel F. Campbell and was never intended to be delivered by him as a deed inter partes and it further appearing to the Court that the aforesaid deed of conveyance was procured by the said Catherine Campbell from among the effects of Daniel F. Campbell after his
10 death and thereupon placed it on record; and it further appearing to the Court that the said decedent devised the said premises to complainant by his will duly probated and that complainant is entitled to the reconveyance to him of the lands and premises described in said bill of complaint. And that the said Catherine Campbell do make, execute and acknowledge and deliver to the said complainant or deliver to the said counsel with the complainant a good and sufficient deed of conveyance conveying to the
20 said complainant any and all of the right, title and interest of the said defendant in and by the said lands and premises described in the bill of complaint in this cause free and clear of all encumbrances and to deliver to the said complainant the possession of the aforesaid lands and premises together with all deeds, muniments of title and writings in her custody or power relating to the said lands and premises, and to account to complainant of the rents, issues and profits of the said lands and
30 premises collected by the said defendant since the death of the said Daniel F. Campbell and of the sums lawfully expended by her on account of the same for taxes, interest, repairs and other charges and to pay to complainant the costs of this suit to be taxed.

Petitioner therefore prays that the said decree of the said Chancellor may be wholly reversed, set aside and for nothing holden, and that petitioner may have such other relief in the premises as to this Court shall seem proper.

ROBT. PEACOCK,
Solicitor for and of Counsel
with Appellant.

ant any and all of the right, title and interest of the said defendant, in and to the lands and premises described in the bill of complaint, free and clear of all encumbrances done by her or anyone claiming by, from or under her. And the said defendant to deliver to the said complainant the lands and premises set forth as above.

3. The said Court erred when it decreed that the said Catherine Campbell make an account of the rents, issues and profits of the lands and premises, collected by the said Catherine Campbell, since the death of the said Daniel F. Campbell and of the sums lawfully expended by her on account of the same, for interest, taxes, repairs and other charges. 10

4. The said Court erred when it decreed that there had not been a delivery of the deed for the premises set forth in said bill of complaint by Daniel F. Campbell in his lifetime to Catherine Campbell. 20

5. And the said decree of said Court was contrary to law and equity and in all other respects, and not in accordance with the evidence presented before this Court.

ROBT. PEACOCK,
Solicitor for and of Counsel with
Defendant-Appellant.

IN CHANCERY OF NEW JERSEY.

Between,

<p>JAMES V. HERRON, ex'r, etc., Complainant, and 10 CATHERINE CAMPBELL, Defendant.</p>	}	<p>ON BILL, &c. TESTIMONY.</p>
--	---	---

Testimony taken in the above entitled cause, at the State House, Trenton, New Jersey, on Monday, the twentieth day of January, 1930, at eleven-fifteen, A. M.,

Before HON. MALCOLM G. BUCHANAN,
Vice Chancellor.

20 Appearances:

MICHAEL FELCONE, Esquire,
AMOS M. WALN, Esquire, of counsel,
For Complainant.

ROBERT PEACOCK, Esquire,
For Defendant.

REBECCA SUTTS, a witness produced on behalf of the complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION.

BY MR. FELCONE:

- Q. Your name is Rebecca Sutts?
A. Yes, sir.
Q. Where do you live? 10
A. I live in Groveville.
Q. Did you know the decedent, Daniel Campbell?
A. Yes, sir.
Q. Did you ever live on his farm?
A. I lived there five years.
Q. Can you tell the Court just what years they were, approximately?
A. Well, I could figure that the year I moved there, but I been away from there a year, over a year.
Q. You moved there about the year 1924? 20
A. '03, I think.
Q. 1923?
A. Yes.
Q. Do you know anything about a deed made by Daniel F. Campbell to Catherine Campbell?
A. Yes, I have seen it.
Q. How many times have you seen it?
A. I have seen it three or four times.
Q. When?
A. The last time I seen it, it was about three or 30 four days before Dan died.
Q. Where was it you saw it?
A. In a back room in his part of the house?
Q. Will you explain to the Court, the manner in which you lived at this farmhouse, that is, with relation to Daniel F. Campbell; did you all live in one part of the house?

A. No, I lived at my rooms and he had his'n; we lived separate.

Q. You were in half of the house and he was in the other half?

A. Yes.

Q. Did you have any conversation with Daniel Campbell three or four days before his death, at the time you saw the deed?

A. Yes.

10 Q. What was that conversation? *

A. I went upstairs one day to his room, and he was out of the room; he was a very sick man then; and I went on through to his part in his room.

Q. Had he been sick?

A. He was sick in bed at that time; he was between two doors; I don't know which room he were going in, and I took hold of him and told him to go back in the room. I put him back into bed; and then he said to me, "Bec, I got something to tell you," he
20 says "I have a deed in the other part on my mother's name; my mother's name is on it;" and he said, "And I would like to have it." So I goes and searches for this deed and brings it out to him, and he said, "That's what I want;" and he said, "Now, you can put it back, and Jimmie Herron will take care of it;" but he told me before that, that in his will—

Q. We are not concerned with the will now.

A. All right.

Q. Had you ever had any conversation with Daniel
30 Campbell about the deed before this time?

A. Why, yes, I guess as much as five years before he died.

Q. Five years before he died?

A. Yes.

Q. Will you tell the Court what that conversation was?

A. He come home one day and he were drinking pretty well.

Q. He was intoxicated?

A. Yes, and I asked him not to go out—

MR. PEACOCK: That is objected to, if he was intoxicated.

THE COURT: Objection overruled.

10

Q. Go on and tell the Court what the conversation was.

A. I asked him not to go out any more, and he wouldn't listen to me. I said, "Dan, you'll lose everything you got; you are going to get in trouble." He said, "I can't get in trouble, I can't lose anything;" and he goes upstairs and gets this deed and shows it to me, and he said it was made out in his mother's name, so that if anybody ever come on him they couldn't take his property.

20

Q. Do you remember having a conversation with the defendant, Catherine Campbell, sometime before Daniel Campbell's death, about the time?

A. She came down one time and she said she wanted to fix up his affairs.

Q. Can you give the Court an idea as to when that was? Was it near his death, or three or four weeks before?

A. Maybe three, and maybe four weeks, something like that.

30

Q. When did he die?

A. The 23rd of August.

Q. What year?

A. '28, I think.

Q. What was the conversation you had with Mrs. Campbell at that time?

A. She said she come down to fix his affairs.

Q. To fix his affairs?

A. She wanted to look after his affairs, and he told her he would fix up his own affairs.

Q. That was his answer?

A. Yes, sir.

Q. You were there at the time?

A. Yes, I heard the conversation.

Q. Then what else was said?

A. She told me then, if Dan wasn't careful he
10 would lose all he had, lose his farm and everything,
and I said—then she spoke about him owing Johnnie
Richardson some money; I said, "He paid Johnnie
Richardson off, and he paid me off," he owed me
\$400.00; and his sister went on a note for him and
he wasn't able to meet a note, and after she married
he wouldn't ask his sister to renew it, and he bor-
rowed the money from me to pay the note off.

Q. What else?

A. I said, "Well, Dan paid me off and he paid
20 Jackie Richardson off, and he paid some other bills
off; but he's got a \$2,000 mortgage on this farm."

Q. What does she say?

A. She was very much surprised about it to think
he had this mortgage.

Q. Did she indicate whether that was the first
time she knew about the mortgage?

A. She told me it was the first she knew about it.

Q. She told you that?

A. Yes.

30 Q. Did she ask you who held the mortgage?

A. Yes.

Q. Did you tell her?

A. I told her Mary Satterthwaite.

Q. Mary Satterthwaite held the mortgage?

A. Yes.

Q. Did she make any other comment?

A. I can't remember.

Q. Did she mention Mr. Morris' name at the time with reference to the mortgage?

A. I can't remember.

Q. This room in which the deed was kept, what kind of a room was it, bedroom?

A. No, a junk hole.

Q. More or less of a store-room?

A. Yes.

Q. What was it?

A. I had an old bureau up there and an old stand, 10 and several baskets up there, and glass jars that I used for canning.

Q. It wasn't a room of Mrs. Campbell's, was it?

A. No, Mrs. Campbell never had a room there.

Q. Never had one?

A. No.

Q. Was there a bed in the room?

A. No.

Q. Whom did you rent your side of the house from?

20

A. Mr. Campbell.

Q. Daniel Campbell?

A. Yes, sir.

Q. You paid him the rent?

A. Yes, sir.

Q. Did you ever buy any land of Daniel Campbell?

A. Yes.

Q. When; do you remember?

A. 1918.

30

Q. How much did you pay for it?

A. Three hundred and fifty.

CROSS-EXAMINATION.

BY MR. PEACOCK:

Q. How long have you known Mr. Campbell?

A. About 12 or 13 years, I guess, maybe longer than that.

Q. You bought land off him?

A. Yes.

10 Q. What land did you buy from him in 1918?

A. Two acres of land between Yardville and the Bordentown Road.

Q. Is that the same ground where he lived?

A. It was the same farm, but it was across the road.

Q. The Pearsonville tract?

A. No.

Q. Daniel Campbell died on your side of the house, didn't he?

20 A. Yes, sir.

Q. How long had he lived in your side of the house before he died?

A. I think he was there nine weeks.

Q. Who moved him there?

A. He came in there himself.

Q. He lived on the other side?

A. He lived on the other side.

Q. You frequently went in his house?

30 A. No; he had one of my bedrooms; he didn't have any bed of his own.

Q. But I asked you if you frequently went in his side of the house?

A. Yes.

Q. Who lived there with him?

A. Nobody.

Q. What did you go in there for?

A. I went in there to look after him, to do some of his work.

Q. Before he was taken ill why did you go in?

A. I had a right to go in to help him out with the work.

Q. Did he need anybody?

A. Yes, to wash his dishes and cook for him.

Q. How long was he ill before he died?

A. I imagine Dan wasn't well for three months.

Q. He died in August, 1928?

10

A. Yes.

Q. And was ill about three months?

A. Yes.

Q. Prior to that he was a well man?

A. Yes.

Q. That is true?

A. As far as I know.

Q. He was a hard worker?

A. Pretty hard.

Q. A man that did his own work and his own business?

A. He did his own business so far as I know.

Q. In 1923 what was his health?

MR. FELCONE: That is objected to as immaterial.

THE COURT: Objection overruled.

Q. What was his health in 1923?

30

A. I never heard no complaint.

Q. He did all of his own work that time and the following years, '04, '05, '06 and '07?

A. No; he mostly always had a hired man.

Q. Now, what year did you move there to that house; you said you had lived there about five years, I understood you to say? This being January, 1930,

now go back and tell us when you moved there the first time.

A. I don't know whether it was '25 or not; I can't go back.

Q. Was it the following year?

A. I moved there December 28th.

Q. 1923 or '24?

A. I think '23.

Q. Sure of that?

10 A. No, I am not sure.

Q. You lived there how long?

A. Four years and ten months.

Q. That would bring you almost to October, 1928, wouldn't it; is that right?

A. October I moved over there.

Q. When?

A. I moved away from there in October.

Q. What year?

A. '28.

20 Q. After he died?

A. Yes.

Q. How long were you away?

A. When?

Q. You moved in October, 1928; were you away for some time?

A. I moved where I am now.

Q. Where is that?

A. Groveville.

30 Q. You have lived in Groveville ever since October, 1928?

A. Why, yes.

Q. When is the first time you ever saw the deed from Daniel Campbell to his mother?

A. Well, I moved there in December and this was in spring.

Q. That is, the following spring of 1924?

A. Yes.

Q. Where was the deed at that time?

A. He went in the house and got it.

Q. Where did he show it to you?

A. In my kitchen.

Q. And showed it to you at that time?

A. Yes, sir.

Q. When was the next time you saw it?

A. The next time I saw the deed he were looking for a release and mortgage, a fellow was going to buy his farm down in the country, and he wanted this paper, and we had to search for it to find it. 10

Q. What year was that in?

A. The same year he died, I think.

Q. 1928.

A. I think it was.

Q. What time in the year was it?

A. I think it was somewhere in, like February or March.

Q. It was two times you saw this deed in five years, is that correct? 20

A. So far as I know.

Q. Is that the only time?

A. I saw it just before he died.

Q. How many days before he died?

A. About two days, I think.

Q. At that time he told you he had a deed for this farm to his mother?

A. He said this deed was in his mother's name.

Q. Where was the deed at that time when you saw it? 30

A. I went in his part and got it.

Q. In his part of the house?

A. Yes.

Q. Where did you find it?

A. On a bureau.

Q. In what room?

A. In the back room.

- Q. Were any other papers there?
A. Yes, all his papers were there.
Q. What kind of papers?
A. I couldn't tell you; I never searched the papers.
Q. These papers were kept in a junk room?
A. Yes.
Q. You are correct about that?
A. Yes, sir.
10 Q. What was in that room?
A. I had—
Q. You had?
A. Yes, I had an old bureau.
Q. Was that his mother's?
A. No, his mother had no furniture or room there.
Q. The mother never had any furniture or room there?
A. No.
Q. Are you sure of that?
20 A. Yes.
Q. Do you know the mother had a room there and had a bedroom and papers in it?
A. No, his mother never did during the five years I was there.
Q. How did you know that he wanted that deed?
A. He wanted to see it.
Q. Did he look at it?
A. He didn't have his hands on it, but he said "That's what I want."
30 Q. What did he tell you to do with the deed after he told you Mr. Herron would take care of it?
A. I put it back.
Q. You had another conversation in which he said he couldn't lose anything; what year did you have that conversation?
A. That was in the spring when I first moved there.

- Q. 1923?
- A. Yes.
- Q. You moved there in that year?
- A. It must have been 1924.
- Q. Did he tell you, after that, that he had made a deed to his mother?
- A. Yes.
- Q. At that time?
- A. Yes.
- Q. Did you see the deed at that time? 10
- A. Yes, sir, he went upstairs and got it and showed it to me.
- Q. Mrs. Sutts, you are the mother of Emmeline McCue?
- A. Yes.
- Q. And she received property under Daniel Campbell's will, didn't she?
- A. Yes.
- Q. Now, you said you had a conversation with Mrs. Campbell that Dan might lose everything. 20
When was that?
- A. I think, maybe, it was three or four weeks before Dan died.
- Q. How did she come to say that?
- A. Well, she—somebody had told her that Dan owed bills.
- Q. Someone told her Dan owed bills, and she came to you and said if he wasn't careful he would lose everything?
- A. Yes. 30
- Q. She told you that?
- A. Yes.
- Q. Because he owed people some bills?
- A. Yes.
- Q. Then, three or four weeks before that, you told her there was a two or three thousand dollar mortgage on the farm?

A. Yes.

Q. And that Mary Satterthwaite owned the mortgage?

A. He told me her and her brother.

Q. Harry Satterthwaite owned it?

A. I don't know; she told me he was embarrassed.

Q. When was that placed there?

A. Somewhere around February, I guess.

Q. Dan always talked with you about it when he
10 transacted any business?

A. Yes.

Q. You were interested in his business?

A. Sure, I was.

Q. Why?

A. It helps, you know, when you have somebody
to tell your business or troubles to.

Q. That's the reason he talked to you about it?

A. Yes, sir.

Q. No other reason?

20 A. Yes.

Q. And you advised him what to do with his
money?

A. I tried to, but it didn't always go.

Q. You advised him about the farm?

A. No.

Q. What did you advise him on?

A. About drinking.

Q. I mean about business?

A. Oh, nothing about business; he talked to me
30 about these things.

Q. And he talked to you for the purpose of telling you—

A. Yes, sir.

Q. I show you a deed dated the 20th day of March, 1923, Daniel F. Campbell to Catherine Campbell?

A. Yes.

Q. Now is that the deed you are referring to?

A. Really, I couldn't swear to it; I couldn't swear it was the deed.

Q. You couldn't swear to it?

A. No.

Q. Well, I show you another deed, Daniel F. Campbell to Catherine Campbell, dated the blank day of June, 1924, signed by Daniel Campbell; is that the deed you are referring to?

A. I couldn't tell you; I couldn't tell you.

Q. You can't tell me which deed it was? 10

A. I can't.

Q. You have seen it on three different occasions?

A. I know, but lots of times you get mistaken about that.

Q. And he talked to you about his business, you said; is that correct?

A. I couldn't say either one was the one.

Q. Did he tell you what lawyer he went to to have the deed drawn up?

A. No. 20

Q. He didn't tell you where he had it drawn?

A. I don't think he did.

Q. Now, have you seen both of these deeds drawn by Daniel Campbell to Catherine Campbell?

A. No, I only saw one, and I don't know which it was.

Q. Do you know whether it was the deed to the farm or the Pearsonville property?

A. No, I don't know.

Q. You don't know which one it was that you 30 saw?

A. No; it was the one to the farm that I saw.

Q. Did you read it?

A. Some of it.

Q. You did read some of it?

A. Yes.

Q. If you can't identify it, how do you know it was the deed to the farm?

A. Well, there might be two or three different deeds; you can't always tell.

Q. You don't know?

A. No.

Q. And you don't know whether there were or not?

A. No.

10 Q. Read that and tell us which it was.

A. I can't read very good.

Q. Read this one (the other deed), and see if that was the deed he showed to you.

A. This is the deed that I seen.

Q. You are referring to the deed that is dated March 20, 1923?

A. Yes.

Q. Did he tell you he had signed any other deed except this that you have just identified?

20 A. No.

Q. Never did?

A. No.

HARRY F. SATTERTHWAITE, a witness produced on behalf of the complainant, being duly sworn, testified as follows:

30

DIRECT EXAMINATION.

BY MR. FELCONE:

Q. Your name is Harry Satterthwaite?

A. Yes.

Q. You live in Bordentown, do you?

A. Yes.

Q. Do you hold a mortgage on Daniel Campbell's farm?

A. I do.

Q. When was that mortgage placed; do you remember?

A. February 19, 1927; that's when the check was given.

Q. Did you have any conversation with Daniel Campbell at the time the mortgage transaction was completed?

A. He just wanted to know if he could get a mortgage on his farm. 10

Q. And you accommodated him?

A. I did.

Q. Did Catherine Campbell come to your home a few days after Daniel Campbell's death?

A. I 'phoned and told her about the interest.

Q. What did she say?

A. She said she thought she had the farm.

CROSS-EXAMINATION.

20

BY MR. PEACOCK:

Q. You hold the mortgage on the farm and not Mary Satterthwaite; is that correct?

A. We have both our names to it.

Q. Is that mortgage made to just Harry F. Satterthwaite?

A. No, to both of us.

Q. Isn't it dated February 21, 1927?

30

A. I didn't get the mortgage out to look at it; the check was given February 19th.

Q. And it was for \$2,000?

A. Yes.

Q. And Mrs. Campbell has paid the interest on the mortgage?

A. Since his death.

WILLIAM P. BURKE, a witness produced on behalf of the complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION.

BY MR. FELCONE:

- Q. Your name is William Burke?
A. Yes, sir.
- 10 Q. Where do you live, Mr. Burke?
A. 128 Adeline Street, Trenton.
Q. Did you know Daniel Campbell?
A. Yes, sir.
Q. How long had you known him?
A. Since I was 12 years old.
Q. Did you ever work for him?
A. Yes.
Q. When?
20 A. I worked for him previous to his death, and five years before that, or perhaps four years; and I worked a time for him before his death, but previous to that, I worked four years successfully, straight times.
Q. Did you live there at the house when you worked for him?
A. Yes, sir.
Q. Did you ever have any conversation with Daniel F. Campbell about his farm?
30 A. In a certain line, yes.
Q. Well, in what line?
A. Well, in regard to the deed.
Q. When was that?
A. That I couldn't tell you.
Q. About how long?
A. I can't just remember.

Q. Can you tell us, roughly, how many years ago it was?

A. Well, I was living on Crosswicks Street at the time, and how long I remained there I don't know; but we lived at 222 Farnsworth Avenue, Bordentown, and I think I was there approximately a year there, more or less; then I came out and worked for him again in the month of July, and stayed with him until he died; that would be possibly three years.

Q. You mean you had this conversation with him 10 three or four years ago?

A. Yes, something like that, maybe more; I can't say. I don't remember how long we remained on Crosswicks Street after we had this conversation.

Q. Tell the Court what the conversation was.

A. I was in bed this one night and Dan came into me, he came upstairs and woke me up; he said, "I got something to tell you;" I said, "What is it, Dan?" he said "George McCue is going to sue me for \$40,000, or has made a threat to sue me for \$40,000," and he said 20 "I would like to sign my farm over to you." I said, "Dan, it would be all right, so far as I'm concerned, but these people around that district knows I don't own this farm, or knows I'm not worth anything;" I said, "Why don't you sign it over to your mother; she will give it back whenever you want it;" And he thought it over and he said, "I think that will be the best."

Q. Did he tell you whether he had made the deed to his mother?

30

A. He did not.

Q. Never told you?

A. No.

Q. Were you at the home of Daniel Campbell after his death?

A. Yes, for a certain length of time.

Q. Did Catherine Campbell ever talk to you, or Daniel Campbell, about his affairs before he died, in your presence?

A. Mrs. Catherine Campbell didn't talk to Dan about his affairs in my presence, no, not as I can recall.

Q. Well, did Mrs. Campbell ever have a conversation with you out on the road leading to the farm just before Daniel Campbell died?

10 A. Yes, a small one.

Q. What was the substance of that conversation?

A. A couple of days before his death she asked me if I knew anything about Dan's papers, or how he had it fixed. I told her "No," I didn't think it was my business to ask him; I told her I thought it was her business to ask him, and she said she would. I don't know whether she did.

Q. After his death, were you in the house at the time Mr. Morris and Catherine Campbell came
20 there?

A. Yes, sir.

Q. Will you tell the Court what happened?

A. Well, they came down there and they simply went through the house, which consisted of three rooms, one down and two up.

Q. You mean his side of the house?

A. I mean Mr. Campbell's side; that's the side we are talking about; and they got some papers that hung on a piece of bent wire on the wall; they got
30 several pieces of paper off that.

Q. What floor was that?

A. The first floor, in the kitchen. They continued on upstairs in the small back room there; and that consisted of two bureaus, or washstands, I don't know what you call them, and a lot of other stuff around there, and they found some more papers there, and Mrs. Campbell and I were talking; just

what we were talking about, I don't know; but anyway, Mr. Morris spoke up and said, "Well, we have what we want, we have no time to fool, let's be going." That's as far as I know; and they went.

Q. Did you know what it was that Mr. Morris had found?

A. I couldn't say what he had found, no.

Q. Did he have a paper in his hand?

A. He didn't have a paper, he had papers, more than one.

Q. Did they ask you to take them through the house? ¹⁰

A. I can't say they asked me; but they went through the house, and they asked me where Dan's papers were. I saw a lot of things laying around the room. I said, "As far as I know, that's all I know."

Q. Can you fix the day when this took place?

A. This took place the day after Dan was buried, in the morning.

Q. Going back to this conversation with Daniel Campbell about the deed, can you fix the time of this conversation with reference to the time when the barn was burned? ²⁰

A. I can't, I can't.

Q. Did Daniel Campbell ever mention the deed to you after you had this conversation with him at any time up to his death?

A. Not that I know of, no.

CROSS-EXAMINATION.

30

BY MR. PEACOCK:

Q. Did I understand you to say, that the conversation took place three years ago, or three years before he died, in which he said McCue was going to sue him for \$40,000?

A. I couldn't say whether it was three years or more, or less; I couldn't say what year it was.

Q. Who was George McCue?

A. Hughie Sutt's son-in-law.

Q. What relation was he to Emmeline McCue?

A. Her husband.

Q. Was Emmeline McCue living with Daniel Campbell at the time he said he was going to sue him for \$40,000?

10 A. I never knew her to live with him at any time.

Q. Did she ever live at his house?

A. Yes, sir.

Q. The same time you lived there?

A. Prior to his death, yes.

Q. Why did he tell you George McCue was going to sue him for \$40,000?

A. I don't know.

Q. He didn't tell you?

A. No.

20 Q. He came in the middle of the night and woke you up?

A. I didn't say the middle of the night.

Q. What time was it?

A. I don't know.

Q. When was it?

A. I don't know.

Q. Where did you live at the time he told you that?

A. Crosswicks Street.

30 Q. Where do you live now?

A. 128 Adeline Street, Trenton.

Q. How long have you lived there?

A. I lived at 128 Adeline Street since about the 20th of October a year ago.

Q. 1928?

A. Approximately that, yes.

Q. Where did you live before that?

A. I lived at 222—no, I lived on Dan Campbell's farm previous to that.

Q. How long?

A. From the 31st day of July.

Q. What year?

A. 1928.

Q. 1928?

A. Yes, sir.

Q. You lived there from July 31st to October; is that it?

10

A. That's it.

Q. Where did you live before you went to the Campbell farm?

A. 222 Farnsworth Avenue.

Q. Farnsworth Avenue?

A. The main street, Bordentown.

Q. How long did you live there?

A. I can't recall; I was only a boy there; I don't know what year I went away from there.

Q. Whom did you board with there?

20

A. Raymond McNeilus.

Q. Do you know how long you lived at Farnsworth Avenue before you went to Campbell's place in 1928?

A. I do not.

Q. Four or five years?

A. No, it wasn't that.

Q. Was it one year?

A. It might have been one; it might have been more than one; I can't tell you.

30

Q. Well, was it more than two years?

A. I don't know.

Q. Where did you live before that?

A. Crosswicks Street.

Q. How long did you live there?

A. I don't know.

Q. A month?

A. Yes.

Q. A year?

A. Yes, a couple or three years; but whether it was five or six, I couldn't say.

Q. You don't know how long you lived there or how long you lived at Farnsworth Avenue?

A. No, sir, I don't.

Q. Where were you working at the time Dan Campbell came to your house and woke you up?

10 A. I think I was working for the Pennsylvania Railroad.

Q. What year did you work for the Pennsylvania Railroad?

A. That I couldn't tell you now; but if I had my relief book, I could show you.

Q. About how long did you work for them?

A. About four years and a half.

Q. And this was during the time you worked for them?

20 A. What?

Q. That Campbell came to your house and had the conversation about the deed?

A. Yes.

Q. Was he sober or intoxicated at that time?

A. To my opinion, he was sober.

Q. Absolutely sober, and he is the one that came to your bed and woke you up?

A. Positively.

30 Q. You hadn't worked for him at that time, had you?

A. Prior to that I had worked for him four years.

Q. How long prior to that night that he came to your house had you seen Campbell?

A. I couldn't tell you.

Q. Quite some time?

A. We saw each other occasionally, every Sunday at least.

- Q. Where?
- A. At the farm.
- Q. At the farm?
- A. Yes.
- Q. What was the first thing he told you when he woke you up?
- A. "I got something to tell you."
- Q. He did wake you up?
- A. Yes.
- Q. What did you say? 10
- A. I said, "Dan, what is it?"
- Q. Give us the entire conversation.
- A. He told me George McCue was going, or threatened to sue him for \$40,000, and he said "How about me putting my farm in your name?"
- Q. What did he want to put the farm in your name for?
- A. That's a question I can't answer; I don't know what he wanted to do it for.
- Q. Did you ask him? 20
- A. No.
- Q. Did you ask him why McCue was going to sue him for \$40,000?
- A. I did not.
- Q. Didn't you ask him why he wanted to put it in your name?
- A. No.
- Q. And that's all he said?
- A. Yes.
- Q. And you said, "Sign it over to your mother?" 30
- A. I said I thought it would be best; I didn't say do it.
- Q. Is that all the conversation you had?
- A. Yes, sir.
- Q. Then he walked out of the room?
- A. No, we both walked out.
- Q. You got dressed and walked out with him?

- A. No, I didn't.
- Q. What did you do?
- A. Came downstairs with him.
- Q. How long was he in your house that night?
- A. I can't tell you.
- Q. What time did he come there?
- A. I don't know.
- Q. What time did he leave there?
- A. I don't know.
- 10 Q. Who was in the house?
- A. I don't know whether Raymond was in the house or not, and his wife.
- Q. Do you know what time you went to bed that night?
- A. No.
- Q. What time did he come there?
- A. I don't know.
- Q. What time did he leave there?
- A. I don't know.
- 20 Q. Have you ever told anybody this conversation until this case came up?
- A. What conversation.
- Q. The conversation you have been talking about?
- A. Perhaps.
- Q. Whom did you tell it to?
- A. I don't know that I told it, that I know of.
- Q. Whom did you tell it to first, the first you remember?
- 30 A. I don't know whether I told it, or who I told it to.
- Q. You testified before his Honor here in the will case for Mr. McCue?
- A. I testified in it, yes.
- Q. You didn't tell this story then, did you?
- A. I don't know whether I did or not. Was I asked these questions?

Q. Did you tell this story then?

A. I don't know whether I did or not; I don't think I did.

Q. You don't think you did?

A. No.

Q. From that time down to the present time, he never told you he had made a deed to his mother, did he?

A. I can't say that he did.

Q. Well, didn't you so testify a moment ago, 10 that he said he never made a deed to his mother?

A. That's what I just answered to.

Q. And that's true?

A. I can't remember anything; I couldn't go on and say he did; I don't know.

Q. Didn't you tell Mr. Morris that Dan Campbell told you that he had made a deed to his mother for this farm?

A. I told Mr. Morris the same as I told you.

Q. Didn't you tell this gentleman right here, that 20 Dan had made a deed to his mother?

A. I did not; I told Mr. Morris the same as I told you right now, just the same.

Q. When did you tell Mr. Morris that?

A. That was some time after Dan's death, that took place right before Dan's bungalow, the bungalow Mrs. McCue has to-day.

Q. On the farm?

A. On the farm, about Dan deeding this farm over to his mother. 30

Q. That was after Dan died, wasn't it?

A. After Dan died, yes.

Q. What did you say to Mr. Morris that day about Dan deeding the farm to his mother?

A. Mr. Morris asked me something about the deed, I can't recall it, but I told him what I knew, that Dan wanted to deed it over to me, and I didn't think

I was qualified to carry the deed and he should deed it over to his mother.

Q. You told Mr. Morris that?

A. And he said, "We got that alibi all battered down." I told Mr. Morris, "It's nothing to me; I don't know only what I told you."

Q. How long was that after Dan died?

A. About a week.

Q. Were you there when Mrs. Campbell got the
10 papers in her son's house?

A. I was there when certain papers were taken out of that house; what they contained I don't know.

Q. What room did Mrs. Campbell get those papers from?

A. A room that was over the kitchen on the second floor, a back room.

Q. What furniture was in that room?

A. Well, it was what I would call a couple of
20 small stands, or bureaus; a lot of boxes there, and empty jars, and five or six or seven boxes of dynamite and fuse cords and ignition caps.

Q. You were up in the room at the time she took the papers out?

A. Yes, sir.

Q. There were other papers in those drawers at that time?

A. I don't know; I didn't go through the drawers; I don't know what it contained.

Q. What papers did Mrs. Campbell take that
30 day?

A. I don't know.

Q. You don't know what they were, do you?

A. No.

Q. On the day they came there, you don't know what papers they took from the Campbell home do you?

A. I don't know.

JOHN RICHARDSON, a witness produced on behalf of the complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION.

BY MR. FELCONE:

Q. Where do you reside, Mr. Richardson?

A. On the Bordentown Road, between Cross-10 wicks and Bordentown.

Q. Did you know Daniel Campbell?

A. Yes.

Q. How long?

A. Over 30 years.

Q. Do you know George McCue?

A. Yes.

Q. Did George McCue ever go down to your farm and make a statement?

A. He came down to my house one morning and 20 asked me—

MR. PEACOCK. I object to any statement made by George McCue; he is not a party.

MR. FELCONE: I want to show that Mr. McCue made the threat direct to the witness that he was going to sue.

THE COURT: The objection is overruled. 30

Q. Tell us what Mr. McCue said to you?

A. Yes, sir, he come down and asked me if I could lend him a little money. He said his brother had been bootlegging a little, and he was fastened up, and he would like to have a little money to get him out.

Q. What did he tell you about Daniel Campbell?

A. He said he was going to sue Mr. Campbell, he said some party down there would get sued.

Q. Did he mention Daniel Campbell's name?

A. Yes, before he went away he said Mr. Campbell.

Q. Did he say what he was going to sue Mr. Campbell for?

A. He didn't say.

10 Q. What did you do?

A. I went down to Mr. Campbell the first opportunity I had and seen him, and I said, "Did you ever hear anything about George McCue going to sue you?"

Q. What did he say?

A. He said "Yes," he had heard it before I told him; he said "Everything is all straight; I have made my will over to my mother, or the deed;" he said he couldn't get nothing; that's what he said to me.

20 Q. Were you a close friend of Daniel Campbell's?

A. Yes.

Q. You were, weren't you?

A. Yes, sir.

CROSS-EXAMINATION.

BY MR. PEACOCK:

Q. How close do you live to the Campbell farm?

30 A. Well, he lived beside me about 200 yards for a good while, several years.

Q. At the Peter Hughes' farm?

A. No, sir, that was the one he showed to Mr. Campbell.

Q. No, the farm that Campbell lived on when he died?

A. Yes, I've been there several times.

Q. How close is that farm to your house?

A. Three or four miles.

Q. And how long did Campbell live on that farm where he lived when he died?

A. I couldn't tell you; I never kept account no time.

Q. How often did you visit Campbell on the farm where he lived at the time he died?

A. A good many times, I couldn't tell you, but a good many.

10

Q. You were a close friend to him?

A. Yes, sir.

Q. A very close friend?

A. Yes, he was a friend to me and I was a good friend to him.

Q. How long before he died was it, that McCue came to you and wanted to borrow money from you when his brother was bootlegging?

A. He came to me and asked me for \$400.00 to pay his taxes, because he said he was a little short 20 and he had to wait until he got his money from his little farm, and it would be all right.

Q. When did McCue come to you and want to borrow money from you; what year was it?

A. Shortly after Mrs. McCue went home to her mother's.

Q. When was that?

A. I didn't keep the date or nothing; I didn't have to, because I didn't think of anything.

Q. How many years, counting from this year 30 back?

A. Maybe three or four years.

Q. Would it be over four years?

A. I couldn't tell you; I didn't keep no records of it.

Q. Would you say it was over four years?

A. I wouldn't say nothing 'cause I couldn't swear to it, and I wouldn't want to say nothing more than I know.

Q. Can you tell us approximately how many years it was that he asked you this?

A. What?

Q. Approximately, as near as you can get at it; was it over four years?

A. I wouldn't swear, because I couldn't tell you
10 exactly how many it was; I didn't keep no date of it.

Q. Is there anything that happened at that time to refresh your memory concerning this conversation that McCue had with you; what happened at that time?

A. I don't know what happened.

Q. Nothing happened?

A. I don't know what happened, but they told me that when he was up to my place; George told me that, and I don't know anything else.

20 Q. He wanted you to lend him some money because his brother was bootlegging, to get his brother out of trouble?

A. Yes.

Q. Is that all he said to you that day about his brother?

A. That was all.

Q. When did he say anything else to you about Campbell?

A. The same day.

30 Q. What did he say to you about Campbell?

A. He said he was going to sue him for an amount of money.

Q. What for?

A. He didn't say one thing or another.

Q. What were his exact words about Campbell?

A. He said he was going to sue Mr. Campbell for quite a sum of money.

Q. Did you ask him why he was going to sue him?

A. He didn't say.

Q. Did you ask him?

A. I didn't ask him nothing about it.

Q. Is that all he told you?

A. Yes.

Q. And said nothing else about it?

A. Not that I took any notice of.

Q. He wanted money for his brother's bootlegging, and said "I am going to sue Campbell for a sum of money?"

A. Yes.

Q. Is that all the conversation he had that day?

A. We talked things over.

Q. How soon after that did you see Campbell?

A. A few days after that I saw him.

Q. What did you say to Campbell?

A. I said "What happened to you and Mr. McCue?" He said, "I don't know;" I said, "He told me he was going to sue you for quite a sum of money;" "Well," he said "that's all right, he can't get nothing; I've got everything fixed."

Q. What?

A. He said "I've got everything fixed," that he turned the will over to his mother, or the deed.

Q. "I turned the deed over to my mother?"

A. Yes.

Q. When did he tell you that?

A. The day I went down.

Q. When was that?

A. I don't remember the day or date; I didn't set it down; I don't remember.

Q. This was after Mrs. McCue went to her mother's?

A. Yes, sir.

Q. How long had she been with her mother when you had that conversation with McCue?

A. Shortly after she went to her mother's.

Q. You are sure that this conversation concerning McCue going to see Campbell, was after Mrs. McCue went to her mother's?

A. Yes.

Q. Sure about it?

A. Yes, sir.

10 Q. Don't you know Mrs. McCue went to her mother's in 1924 or 1925?

A. I couldn't tell you.

Q. You don't know that?

A. No, sir.

20 AMOS M. WALN, a witness produced on behalf of the complainants, being duly sworn, testified as follows:

DIRECT EXAMINATION.

BY MR. FELCONE:

Q. You are a counsellor-at-law, Mr. Waln?

A. Yes, sir.

Q. Of New Jersey?

A. Yes, sir.

30 Q. How long have you been practicing?

A. Since November, 1916.

Q. You drew the will of Daniel F. Campbell, did you not?

A. Yes, sir.

Q. And before the drawing of the will you had some conversation with him with reference to the drawing of the will, did you not?

A. Yes, sir.

Q. Can you tell us the time, approximately?

A. I think it was a week, or perhaps ten days before the will was drawn, or before the will was executed.

Q. Well, it was about in the month of July, 1928; it would be about in that month, would it not?

A. I am not certain whether it was as long before his death as the month of July; I think it was about a week, or possibly ten days before his death. 10

Q. Will you tell the Court what the conversation was between Daniel Campbell and you?

MR. PEACOCK: That is objected to; that matter has been adjudicated by this Court.

THE COURT: Objection overruled.

A. I went to the farm of Daniel Campbell for the purpose of obtaining instructions as to the drafting 20 of his will, and I drove in the yard with an automobile, and he came out from the porch of his house on which he had been sitting, and stood beside the car, or rather, leaned on the side of it with one foot on the running board; and gave me instructions concerning the drafting of his will. He mentioned certain specific bequests that he desired to make, and then, after he had talked those over he said he desired this farm sold immediately after his death, and the proceeds all to go to a Reverend Father Baker 30 at a home for children at Lackawanna, New York. He also spoke of a bungalow and nine and a half lots on the road leading from this farm out to the main highway, a tract which I believe is known as the Pearsonville tract. And at that time I asked him particularly the location of the bungalow and the description of it and the lots, for the purpose of dis-

tinguishing it from the other property which he owned. I asked him if he owned other property on the same road, and he said "Nothing except the farm and this bungalow on the lots;" that he owned another lot, but that was on the main highway, not on the same road.

CROSS-EXAMINATION.

10 BY MR. PEACOCK:

Q. You didn't put anything in his will concerning that farm, did you?

A. Not specifically mentioning the farm, no.

Q. The will said, "Sell all my estate, real, personal and mixed," and then made the bequests; is that correct?

A. The specific bequests, as I remember it, were made first, and then the will ended with a devise and bequest of all the rest and residue of his estate. I
20 learned, after he had mentioned what I have just said, I learned that he desired all the rest of his property be sold and the proceeds of it go to this Reverend Father Baker, and for that reason I didn't mention the farm specifically, but simply mentioned all the rest of his property.

Q. He devised the nine lots to Emmeline McCue, the wife of George McCue, during her natural life, didn't he?

A. Yes.
30

Q. And the rest of it he devised to be sold and pay the aforesaid legacies; that's correct, isn't it?

A. Yes.

MR. FELCONE: I think the will will speak for itself.

That is our main case, except for the subject of the fact that we have numerous witnesses to testify that the decedent, Daniel F. Campbell, exercised the various acts of ownership over the farm after the execution of this deed. I was wondering whether the Court would rather have us go right on, or use that in rebuttal. We have witnesses to testify as to the insurance, as to taxes and the payment of a loss when the barn burned on the farm after the execution of the deed, and other matters of that kind. 10
Contracts with the Campbell Soup Company for tomatoes which were raised on the farm. I was thinking we might be able to save a lot of time if we could dispense with that at this time.

THE COURT: Is there any objection on your part, Mr. Peacock, to proceeding as Mr. Felcone suggests?

MR. PEACOCK: Yes, I do object to it; I think 20
we should have the benefit of their case before we put a defense in.

THE COURT: You are entitled to that.

JOSEPH R. MALONE, a witness produced on behalf of the complainant, being duly sworn, testified as follows: 30

DIRECT EXAMINATION.

BY MR. FELCONE:

Q. What is your name?

A. Joseph R. Malone.

- Q. Where do you live?
A. Bordentown.
Q. You are an insurance man?
A. Yes, sir.
Q. You are the one that took out the insurance on the Peter Hughes' farm?
A. On the Campbell farm.
Q. It was known as the Peter Hughes' farm?
A. It was known as the Peter Hughes' farm, yes.
10 Q. In whose name was that insurance carried?
A. Daniel F. Campbell's.
Q. Over what period of time have you carried that insurance?
A. I carried it since 1918.
Q. Since 1918 right down to date?
A. Yes, sir.
Q. Do you remember some outbuildings burning down on that farm?
A. Yes, sir.
20 Q. When was that?
A. 1925, I think.
Q. Do you know to whom the loss was paid?
A. It was paid to Daniel F. Campbell.
Q. How do you know that?
A. Because the policy was made in his name.
Q. Is that the only reason?
A. And I delivered the check to Daniel F. Campbell for \$1600.
Q. Made out to his order?
30 A. Made out to his order.
Q. At that time of his death, there was a policy on that farm in his name, wasn't there?
A. Yes, it's still in force.
Q. It still is?
A. Yes, sir.

MR. PEACOCK: No questions.

BY THE COURT:

Q. Your dealings were with Daniel Campbell himself?

A. Yes.

Q. With regard to this insurance?

A. Yes, sir.

Q. He paid the premiums?

A. Yes, sir.

Q. And he placed the insurance on the farm himself? 10

A. Yes, sir.

HARRY COLKITT, a witness produced on behalf of the complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION.

20

BY MR. FELCONE:

Q. What is your name?

A. Harry Colkitt.

Q. What official position do you hold in Borden-town Township?

A. Tax receiver and treasurer.

MR. PEACOCK: I will admit that it was assessed 30 in Daniel Campbell's name until his death, and that it has been assessed in his mother's name since that time.

Q. In whose name is the property assessed now?

A. 1919 it was assessed to Daniel F. Campbell.

BY THE COURT:

Q. You are speaking about the Peter Hughes' farm, so called?

A. Yes.

Q. In whose name has it been assessed in 1930?

A. I couldn't answer that question; I don't know.

Q. It was never assessed in Catherine Campbell's name?

10 A. No.

Q. Who paid the taxes on the farm during the period from 1923 on?

A. I can answer that only during the time I was in office. During the time I was in office, Mr. Campbell paid them personally.

Q. How many years is that?

A. I took office in 1926.

CROSS-EXAMINATION.

20

BY MR. PEACOCK:

Q. How long have you been tax assessor?

A. Collector since 1926.

Q. And your father before you?

A. No, he was assessor.

Q. Do you know whether he assessed it in the last year?

A. It was assessed to Daniel Campbell.

30 Q. Didn't he send a tax bill to Mrs. Campbell?

A. I did.

Q. You sent a tax bill to Mrs. Campbell for taxes for the year 1929, didn't you?

A. Yes.

RE-DIRECT EXAMINATION.

BY MR. FELCONE:

Q. Can you tell from your records who paid the taxes from 1923 until the year you took office?

A. No, any more than the cancellation in the tax duplicate would show.

Q. It would simply show it was paid?

A. Yes.

10

RE-CROSS EXAMINATION.

BY MR. PEACOCK:

Q. Didn't the County Clerk at Mt. Holly notify you that the title to this farm was in Catherine Campbell from March, 1923, and that it had been recorded in his office in August; didn't you receive such a certificate from the County Clerk?

20

A. I believe there was a certificate of transfer.

Q. Then why didn't you assess it in her name?

A. I had nothing to do with the assessing of it.

Q. You don't know who made the assessment for those years?

A. The assessor.

Q. You don't know who paid the taxes for 1929, do you?

A. The taxes for 1929 have not been paid.

Q. Have not been paid?

30

A. No.

JORDAN WILLIAMS, a witness produced on behalf of the complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION.

BY MR. FELCONE:

- Q. Where do you live, Mr. Williams?
10 A. Pearsonville.
Q. Did you know the decedent, Daniel F. Campbell?
A. I did, sir.
Q. Did you farm his farm on shares at any time?
A. I farmed it fifty-fifty.
Q. During what year?
A. '28.
Q. 1928?
A. No, '27-'28, that's right.
20 Q. Was it the year he died?
A. Yes, sir.
Q. Did you have a contract with Daniel Campbell?
A. I did; there was one drawn up but I never received it.
Q. Did you ever see a contract? Who had the contract?
A. Mr. Campbell.
Q. Did you and Daniel Campbell sign a contract
30 with the Campbell Soup Company?
A. We did.
Q. And that is for the raising of tomatoes and selling tomatoes to the Campbell Soup Company?
A. Yes, sir.
Q. Now, can you state whether Mrs. Campbell lived on the farm during the time you were there?
A. Not that I know of.

- Q. Not that you know of?
A. No, sir.
Q. Did you ever see her around there?
A. Not till after he was taken sick.

CROSS-EXAMINATION

BY MR. PEACOCK:

- Q. This contract you refer to was in the year 10
1928?
A. Yes.
Q. Did you see Mr. Campbell sign that contract?
A. I did.
Q. Where was that?
A. Down to the Campbell Soup Company.
Q. You signed a contract also?
A. Yes.
Q. That same year did Mr. Morris and Mrs.
Campbell furnish you with tomato baskets? 20
A. No.
Q. When was that?
A. Just before—
Q. That was in 1928, wasn't it?
A. That was in 1928.
Q. When was it?
A. That he furnished baskets?
Q. Yes.
A. Not then.
Q. When did he do it? 30
A. Just before they got ripe.
Q. What year did they furnish you the baskets?
A. 1928.
Q. What month did Mr. Morris and Mrs. Camp-
bell furnish you with tomato baskets?
A. The month of August.
Q. How many baskets?

A. 150 the first time.

Q. They furnished you all the baskets for the tomatoes, didn't they?

A. Who was that?

Q. Mr. Morris.

A. Oh, yes.

RE-DIRECT EXAMINATION

10 BY MR. FELCONE:

Q. Was that before or after Daniel Campbell's death?

A. The first baskets Mr. Campbell was living.

Q. Was he sick at the time?

A. Yes, sir.

Q. Some of the baskets were after Daniel Campbell died?

A. Yes.

20

GEORGE A. GRAVATT, a witness produced on behalf of the complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. FELCONE:

30

Q. Where do you live, Mr. Gravatt?

A. I live on the Carman farm.

Q. How far is that from the Peter Hughes' farm?

A. About a half a mile.

Q. Did you ever farm Peter Hughes' farm on shares?

A. I did for Dan Campbell.

- Q. When?
A. 1924 and 1925.
Q. Did you deal with him as the owner of the farm?
A. Yes.
Q. Did you have a contract with him?
A. Nothing but a contract to farm it on shares.
Q. A fifty-fifty proposition?
A. Yes, sir.
Q. Did you and Mr. Campbell also have a con- 10
tract with the Campbell Soup Company?
A. No, sir.
Q. Are you in a position to tell the Court whether Mrs. Campbell lived at the farm during those years?
A. Yes, sir, she lived right there in the house.
Q. She lived in the house?
A. Yes.
Q. Was Mrs. Sutts living there at the time?
A. She was there at the time.
Q. What part of the house was Mrs. Campbell 20
living in?
A. She lived next to the barn and Mrs. Sutts lived on the other end.
Q. What?
A. Mr. Campbell lived next to the barn; it's on the other end of the house this way, and Mrs. Sutts lived in rooms on this side (indicating).

BY THE COURT:

- Q. Where did Mrs. Campbell live? 30
A. There wasn't any Mrs. Campbell.
Q. Then you meant Mr. Campbell lived in one side of the house?
A. Yes.
Q. I am asking you about his mother, Catherine Campbell; did she ever live there?
A. I seen her come there, but she didn't live there.

CROSS-EXAMINATION

BY MR. PEACOCK:

- Q. How often have you seen her during 1923 and '4?
- A. Sometimes.
- Q. Didn't she go there to clean up the house?
- A. She come pretty often.
- 10 Q. To do his laundry?
- A. I don't know.
- Q. And his washing?
- A. I don't know anything about that.
- Q. Did she do the same thing in 1925?
- A. She did the same thing in 1925.
- Q. Have you been on the farm since the—
- A. I was there to see him about a few weeks before he died.
- Q. Did you see his mother there then?
- 20 A. No, not then.
- Q. You saw his mother on the farm different times?
- A. Yes.
- Q. She had furniture there, didn't she?
- A. I don't know.
- Q. Don't you know she kept furniture at the house?
- A. No.
- Q. Didn't she use that room when she came there; 30 didn't you see her in that room?
- A. I never saw her in any room but the kitchen.
- Q. You farmed the farm on shares in 1924 and '5, didn't you?
- A. Yes, sir; I didn't live there.
- Q. Where did you live?
- A. In Yardville.
- Q. And Mr. Campbell lived on the farm?

- A. Dan Campbell lived on the farm.
- Q. Did he sign a contract with you, or did you farm on shares?
- A. Farmed on shares; we never signed the contract; we thought we were both pretty square, and we didn't have to have any contract.
- Q. You didn't have a written contract?
- A. No.
- Q. At that time what was Campbell's health?
- A. Very good. 10
- Q. Was he a man that knew his own mind?
- A. He did at that time.
- Q. A strong-minded person?
- A. Well, he was at that time.
- Q. In 1923 and 1924 and 1925, he was?
- A. He was all right.

COMPLAINANT RESTS

JAMES V. HERRON, a witness produced on behalf of the defendant, being duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PEACOCK:

Q. Mr. Herron, you are a member of the Bar of New Jersey?

10 A. Yes, sir.

Q. In the year 1923, did you have offices with Mr. Swain at Bordentown?

A. We were associated, or occupied the same offices.

Q. Was Joseph S. Swain a counsellor-at-law of New Jersey?

A. He was an attorney-at-law.

Q. A member of the Bar?

A. Yes.

20 Q. And you, at that time, also?

A. Yes.

Q. I show you a deed, Law Office of Swain and Herron, Bordentown?

A. Yes, that was the firm name at that time; a partnership or an association at that time.

Q. I show you a deed dated March 20, 1923, from Daniel F. Campbell to Catherine Campbell; you did the typewriting on that deed, didn't you?

A. To the best of my recollection and knowledge,
30 I believe I did.

Q. Is that deed signed by Daniel F. Campbell?

A. Yes, that is his signature.

Q. And witnessed by Joseph S. Swain, a member of the Bar of New Jersey?

A. Yes.

Q. Was it acknowledged before Joseph S. Swain, at attorney at law of New Jersey?

MR. FELCONE: That is objected to; he is no position to answer that.

THE COURT. It speaks for itself.

Q. That was signed in your office by Mr. Campbell?

A. I don't know; I don't know that it was signed, except that is his signature.

Q. Mr. Campbell came to Mr. Swain's office while you were there different times? 10

A. Oh, yes.

Q. Was anyone with him when he came there?

A. No, I don't recall that he ever had anybody come when he came to the office.

Q. You are the executor under his will, aren't you?

A. Yes.

Q. How long have you known Mr. Campbell?

A. At least 25 years.

Q. In 1923, when that deed was made, did you represent him in different transactions? 20

A. Personally?

Q. Yes.

A. From time to time.

Q. Was he a man that anybody could force to do that which he didn't want to do?

A. Well, he was open to reason.

Q. I said, force him to do anything? 30

MR. FELCONE: That is objected to; it calls for a conclusion of fact.

A. I don't know just what you mean. It wouldn't be my business to force him to do anything.

Q. Could anyone dominate over him and get him to do something contrary to his wishes?

A. I have no knowledge of any person attempting to gain any ascendancy over him in any way.

Q. Knowing him as you did, and being his attorney, could they have done such a thing?

A. Well, that is a large question, but I don't know how to answer that.

Q. You can't answer that, or don't want to answer it?

A. He was a man of a certain amount of mind of
10 his own, and a strong body.

Q. And a mind of his own?

A. As I knew him.

Q. And he continued that way until his death?

A. Well, he was open to reason.

Q. Was his mother a strong-minded woman, and if so, could she compel him to do anything he didn't want to do?

A. I never met Mrs. Campbell until after Dan's death.

20 MR. PEACOCK: I offer that deed in evidence.

Said deed from Daniel F. Campbell to Catherine Campbell, dated March 20, 1923, is marked "Exhibit D 1."

MR. PEACOCK: I offer the will in evidence.

30 Said will, of Daniel F. Campbell, is marked "Exhibit D 2."

Q. Mr. Herron, I show you a deed made June, 1924, Daniel F. Campbell to Catherine Campbell, and signed by James V. Herron; are you the James V. Herron that witnessed that deed?

A. Yes, sir.

Q. Are you the James V. Herron that took an acknowledgment to that deed?

A. Yes.

Q. And whose name is on the back of that deed?

A. Mr. Swain's name and my own. The presence of the two names means that at that time we were in the same office, but not partners.

Q. Was that deed drawn by you?

A. Oh, yes, this was drawn by me.

Q. And signed by Mr. Campbell at that office? 10

MR. FELCONE: We object to this line of questions as immaterial. The question of this particular deed is not a question at issue.

THE COURT: Objection overruled.

A. Yes, sir.

Q. Was that executed in your office by Mr. Campbell? 20

A. It was, yes, sir.

Q. Was anyone with him when he executed that deed?

A. No.

Q. Wasn't his mother with him when he executed the deed?

A. I just stated that I never saw Mrs. Campbell—

Q. When he made that deed was he in the same strong mind as when he made the other deed?

A. I suppose he was. Undoubtedly. 30

Q. No influence on him to make this deed in the office?

A. What do you mean?

Q. Was there any influence on him to make this deed?

A. I don't know whether there was.

Q. Did he tell you to draw such a deed to his mother for this property?

A. Yes.

Q. He told you what description to place in the deed?

A. No, he didn't.

Q. Did he bring the deed that he had for this property?

A. Either the deed or he had me go to Mt. Holly
10 to get the necessary description.

Q. And after he signed this deed he left it with you?

A. He did.

Q. What did he tell you to do with that deed?

A. He told me to retain it until such time as he wished it.

Q. And you retained it up to his death?

A. Yes.

Q. And Mrs. Campbell asked you for it after he
20 died?

A. No.

Q. Did I ask you for it?

A. I think you sent a demand through Mr. Morris for it.

Q. The sheriff of Burlington County—

MR. FELCONE: We will admit Mr. Peacock tried to get possession of it after the death of Daniel Campbell and that possession was refused.

CATHERINE CAMPBELL, the above-named defendant, being duly sworn in her own behalf, testified as follows:

DIRECT EXAMINATION

BY MR. PEACOCK:

Q. What is your full name, Mrs. Campbell?

A. Catherine Campbell. 10

Q. How old are you?

A. I guess I am about 65 or 70, somewhere on that way.

Q. What was your husband's name?

A. Patrick Campbell.

Q. Is he living?

A. No, sir.

Q. When did he die?

A. He died 29 years ago, and he'll be 30 years dead the 29th of March. 20

Q. Did you have any children by the marriage with Patrick Campbell?

A. Yes, sir—three children.

Q. What are their names?

A. Mary, Margaret and Daniel; he was the baby.

Q. Daniel is dead.

A. Yes.

Q. When did he die?

A. Well, he died—

Q. When did he die? 30

A. Between July and August, somewhere on that way.

Q. What year?

A. 1929, wasn't it? '29.

Q. How old was Daniel Campbell when he died?

A. Between 52, somewhere on that way.

Q. About 52 years old?

- A. Yes.
- Q. Is Mary living?
- A. No, she is dead.
- Q. When did she die?
- A. About 15 years ago.
- Q. How old was she when she died?
- A. About 30.
- Q. The other daughter is Margaret Campbell?
- A. Yes.
- 10 Q. Is she living?
- A. Yes.
- Q. How old is she?
- A. She's about 35 or 40.
- Q. Isn't she 56 years old?
- A. She might be, I guess; I guess the children kept their ages better than I could.
- Q. Do you know what year you were born?
- A. No, I came from the old country, and I never asked my parents what year it was, or anything; it's
- 20 a good many years ago.
- Q. Well, you really don't know how old you are?
- A. No.
- Q. What year were you married?
- A. I will be 30 years married the 3rd of February.
- Q. Where were you married?
- A. I was married in Trenton.
- Q. And your husband has been dead 30 years?
- A. Yes, and I'm still living.
- Q. How long did you and your husband live to-
- 30 gether before he died?
- A. 28 years.
- Q. He died in 1900, didn't he?
- A. Yes.
- Q. And at the time he died, did you get any money from his insurance?
- A. I did.
- Q. How much did you get?

A. I got a thousand dollars; it was the Legion money.

Q. Where was your son living?

A. With Convery and Walker, my brother, and his father died and he had to get him there.

Q. He was working there?

A. Yes, Convery and Walker; Mr. Walker was my brother.

Q. Did you buy the property known as the Fillman farm?

A. Yes.

10

Q. He bought that, didn't he?

A. Yes.

Q. Did you loan him any money to buy that farm?

A. I did.

MR. FELCONE: I object to that; it is a transaction with a deceased person.

MR. PEACOCK: I asked that question on the ground that this is a judicial inquiry into the question concerning whether this is a bona fide deed, and that Section 4 of the Act does not apply.

20

THE COURT: The objection is sustained.

Q. How long did your son live on the Fillman farm?

A. I guess nine or ten years.

30

Q. And then did he purchase another farm?

A. He did.

Q. What farm did he purchase?

A. The Peter Hughes' farm.

THE COURT: This is all testimony of the same character.

MR. PEACOCK: I will withdraw Mrs. Campbell at this time.

MARGARET MORRIS, a witness produced on behalf of the defendant, being duly sworn, testified as follows:

10

DIRECT EXAMINATION

BY MR. PEACOCK:

Q. What relation are you to Daniel Campbell?

A. His sister.

Q. How old was Daniel Campbell when he died?

A. 52.

Q. Do you know the approximate age of your mother?

20 A. No, Mr. Peacock, I don't.

Q. Do you know whether she obtained a thousand dollars from the Legion when your father died?

A. I do.

Q. What did she do with that money?

A. Gave it to my brother.

Q. For what?

A. For the Fillman farm.

Q. What did he pay for the Fillman farm?

A. He paid a hundred dollars—

30

THE COURT: Is this testimony her direct knowledge?

MR. PEACOCK: That is what I understand it to be.

Q. How much did he pay for the Fillman farm?

A. \$1500.00.

Q. Did your mother loan him any money to buy that farm?

A. She did.

Q. What?

A. A thousand dollars, father's Legion money, and \$400 of her own.

Q. When did she give him the \$400.00.

A. It was put in when he went to buy—he had to pay cash in two weeks after; it was in February he 10 bought the farm.

Q. Was he living at your home at that time?

A. He was.

Q. Did you see your mother give him the money?

A. Yes, I did, yes, sir.

Q. Did you hear the conversation between your mother and your brother as to what should be done with the money?

A. Yes, I did, I was home.

Q. After he got the money from her did he run 20 the Fillman farm?

A. Yes.

Q. How long did he stay there?

A. Yes, he did, he ran the Fillman farm.

Q. Did he get any stock for the Fillman farm at that time?

A. My mother, in the following October, 1929—1902, I think, 1902, we had a sale, mother had a sale.

Q. Where did she have this sale?

A. On father's farm.

30

Q. Where?

A. On Crosswicks Pike.

Q. What kind of a sale did she have?

A. She sold everything.

Q. At that sale, what did Dan get from the sale?

A. He got everything he could, three horses he got, and he got, I think, seven cows and four pigs and a lot of chickens; I don't know how many, 50 or 60. He got everything.

Q. What else? Did he pay your mother for those?

A. He did not, no, sir.

Q. What arrangements did he make with her after he got them?

A. He said he was just starting and he would pay
10 her later.

Q. What did he do with those things?

A. He moved them to his own farm, on the Fillman farm.

Q. Did he ever pay her for them?

A. No, sir, not a cent, but he told her he would, always.

Q. You said he lived on the Fillman farm for quite some years?

A. Yes, sir.

20 Q. How many years?

A. He lived there, I guess, about ten years.

Q. And then did he buy the Peter Hughes' farm, the farm he lived on at the time of his death?

A. He did.

Q. How much did he pay for that farm?

A. \$4,000.

Q. Any mortgage on it?

A. Yes.

Q. How much?

30 A. \$2,000, and that was taken by William—a man in Bordentown, a meat man, I can't think of his name.

Q. How much did he get for the Fillman farm when he sold the Fillman farm?

A. He didn't say; mother did ask him about it, but he bluffed her off by saying he was going to buy the Peter Hughes' farm, he was going to use her money to buy the Peter Hughes' farm.

Q. Did you hear him say that?

A. I did.

Q. Is that the money she had advanced him?

A. Yes.

Q. Did you say he paid \$4,000 and got a \$2,000 mortgage on it?

10

A. Yes.

Q. Did your mother live with him on the Fillman farm?

A. She did.

Q. How long did she live with him on the Fillman farm?

A. Nearly all the time.

Q. What did she do there?

A. Everything.

Q. When he bought the Peter Hughes' farm, did she go to that farm?

A. She did.

Q. Do you know whether she had furniture?

A. She did.

Q. How much furniture did she have at the Peter Hughes' farm?

A. Quite a bit.

Q. Did Daniel have any furniture, that you know?

A. No, I don't.

Q. How did he get it?

30

A. He got it from mother.

Q. What furniture did he have when he went to the Peter Hughes' farm?

A. He had a stove—

Q. The furniture from your mother?

A. The furniture from my mother; a stove, table, dishes, two bedrooms they had, and that's about all.

Q. Did your mother have a bedroom furnished at the Peter Hughes farm?

A. When they first went there.

Q. Daniel didn't have any furniture, as far as you know?

A. He didn't.

Q. Was that furniture in the room at the time Daniel Campbell died?

A. Yes.

10 Q. Is it still there?

A. No, there's nothing there very much now, there's an old table in the room where mother always had. That's gone, all that stuff.

Q. Who took that furniture that your mother had there, if you know?

A. I don't know.

Q. When Daniel Campbell moved to the Peter Hughes' farm, where was your mother living?

A. When he moved?

20 Q. Yes.

A. She was home with us.

Q. Did she go to that Hughes' farm afterwards?

A. She did.

Q. How often did she go there?

A. Oh, she went every week.

Q. What for?

A. To wash and cook and to help him always.

Q. How long did she continue that?

A. Until his death; she cared for that boy from
30 the cradle to the grave.

Q. Before he died, how often did she go there?

A. She stayed with him all the time when he was sick.

Q. Had she gone there to the time he died every week?

A. When it was cold it was hard for her to go, and she went every two weeks.

Q. Did she bring washing home?

A. Yes.

Q. What would she do with it afterwards?

A. She would carry it back.

Q. Did you know that Daniel had a deed to your mother for the farm?

A. I did.

Q. Do you know why he made it?

A. Yes.

Q. Did he tell you?

10

A. Yes.

Q. Why?

A. He said it was with mother's money that he bought the Peter Hughes' farm, he used her money, and he told her he would pay it back to her, and the way he had to pay it back was to give her a deed signed and sealed by Lawyer Swain of Bordentown.

Q. Did you know he had made such a deed?

A. I did.

Q. Did you hear a conversation between them 20 as to why he was going to give it to her?

A. Yes, he did say that.

Q. What did he say?

A. He said mother helped him and he had never paid her, and she was getting old, and he said he knew he was getting old; that she was getting old and she couldn't work like she used to, and he would take care of her.

Q. In addition to the \$1400 she gave him for the Fillman farm and all that stock, had she advanced 30 him any other moneys?

A. Yes.

Q. What money had she advanced him?

A. When he came to mother when he wanted to buy the Pearsonville tract and she said "Dan, you are always wanting money"; he said, "Mom, I'm go-

ing to make something"; so Mom advanced him a hundred dollars to start him with the Pearsonville tract.

Q. Yes, go on; did she ever give him any other money?

A. Oh, she was helping him all the time; I couldn't tell, because I wasn't there all the time.

Q. After he had made this deed to your mother, did you ever hear any conversation between him and your mother concerning that he had made a deed?

A. Yes; he told my mother—

Q. Well, where did your mother keep that deed?

A. In a back room in a tin box.

Q. Did she have any other papers there?

A. Yes.

Q. What else did she have?

A. A bureau and a bed.

Q. What else?

A. And, I think, a washstand.

Q. Was that her room?

A. Yes.

Q. Was that her furniture?

A. Yes.

Q. What other papers did she have; do you know?

A. I don't know.

Q. When did she first put that deed in that room; do you know?

A. I just don't know, but I remember mother coming home and saying she told Dan she was getting on and he would have to give her something, and he would have to pay her money.

MR. FELCONE: That is objected to as hearsay.

THE COURT: Objection sustained.

BY THE COURT:

Q. This tin box was in the back room of Daniel Campbell's house?

A. No, that was her house.

Q. Was it in the back room of the house of the Peter Hughes' farm?

A. Yes.

Q. What other paper did your mother have besides that deed in the bureau there? 10

A. I don't know; I didn't bother very much about it; mother took care of the deed; it was left on the farm; I never asked her and I didn't bother; I didn't bother with the deed and where it was kept. She took care of it and Dan knew it, and she knew it, and I knew it.

Q. Have you seen that deed there different times?

A. Well, I'll tell you; I wasn't on the farm much, I didn't go on the farm very much; I was working. 20

Q. Did your mother and Mr. Morris go down to Daniel's farm?

A. Yes.

Q. Did she bring papers home from the farm?

A. They did, yes.

Q. How many different papers did they bring home?

A. I didn't bother and knew nothing about it, only I knew they had the deed; I asked them.

Q. Did she have the insurance papers at that 30 time?

A. The insurance papers was in there.

Q. Who went with your mother to get these papers?

A. Mr. Morris, my husband.

Q. Do you know how much that stock was worth that Daniel got at the time he went on his farm?

A. The stock?

Q. Yes, at the time she had the sale; if you know.

MR. FELCONE: That is objected to.

A. Yes, sir.

Q. How would you know the value of that stock?

A. Well, because I knew the value; because it was a sale of those things we had that time, right off.

10 Q. What did he give?

A. A thousand dollars.

Q. What was the value of the five horses?

A. Three horses.

Q. What was the value of the three horses, if you know?

A. Well, it has been long, but I guess they brought in, anyhow, from \$150 to \$200.

Q. How many chickens did he get?

A. I couldn't just tell.

20 Q. Did he get any wagons?

A. Yes.

Q. How many did he get?

A. He got, I think he got all the rest; he got three, I think; he got the wagon and the buggy and a couple of wagons; I don't know.

CROSS-EXAMINATION

BY MR. FELCONE:

30 Q. You say you were present when your mother gave Daniel Campbell the \$1,000?

A. I was, yes.

Q. Where did this take place?

A. At the old home on Crosswicks Road in Bordentown.

Q. What did your mother give him?

A. The money.

Q. Cash or a check?

A. Cash; she knew very little about checks; she paid him money.

Q. Do you know whether your mother drew that from a bank or kept it home?

A. She got it from the Legion; it was father's Legion money.

Q. She got a check from the Legion, didn't she?

A. Well, maybe she did, but she gave him the money, not a check.

Q. You don't know whether she did or not? 10

A. I know she gave him the money, yes.

Q. Do you know if she had a check account at the time she gave Dan the money?

A. No.

Q. She didn't have a checking account?

A. No, she used the money as I said.

Q. Where did your mother get the \$400.00?

A. Well, mother had that; you see, she had saved it at times; it was hers and father's.

Q. \$400.00 represents the total amount of money your mother and father had saved up? 20

A. Yes.

Q. She didn't have a cent less or a cent more?

A. Well, I don't know that.

Q. Well, where did she keep the \$400.00?

A. Well, she had this \$400.00 just at home.

Q. Where?

A. Well, I don't know just where, because I didn't bother much in mother's business; but I know she gave Dan the \$1400, because he had to pay cash, and he had a hundred dollars of his own. 30

Q. She gave Dan the \$1400 all at one time, didn't she?

A. Yes, she did, because he had to pay it; the Fillman farm had to be cash, it was really cash; it was bought at an auction sale.

Q. Did you know at that time that your mother had that much money around the house?

A. I didn't bother very much about those things then.

Q. What did Daniel Campbell say to your mother at the time he got the money?

A. He said, "Mother, I want you to help me"; Mom said, "I will"; he said "I got to pay this in cash."

Q. Did your father leave a will?

A. No, sir.

10 Q. Did he own the farm he lived on?

A. He did.

Q. What became of that?

A. He sold it; that's mother's.

Q. He sold it?

A. Mother sold it; she sold it after Dan had went on the other farm?

Q. She sold it to Dan.

A. He was going on the Peter Hughes' farm, but on the Fillman farm—

20 Q. How much did she get for it?

A. I think at that time about \$2400.00; things weren't so expensive.

Q. \$2400.00 clear for it?

A. She got \$2400 clear.

Q. Did your mother tell you whether she paid part of that money to Daniel?

A. No.

Q. She didn't?

30 A. She helped Dan always, and Dan was to pay it back.

Q. Well, did your mother talk to you about giving Dan his share in the money?

A. Dan didn't ask it; Dan knew—

Q. Just a minute. I don't care what he knew. Now, you say there was a sale in 1902 of your father's farm by your mother?

A. Yes.

Q. Was it a sale that was advertised?

A. Yes, sir.

Q. A public sale?

A. Yes.

Q. Were you there at the sale?

A. I was.

Q. Were there any bidders there besides Daniel?

A. Yes, sir.

Q. And yet Daniel outbid all the others?

A. Yes, sir, because he wanted the things him-¹⁰
self and we had to have a sale.

Q. Well, did Daniel talk to your mother about buying the stuff before having the sale?

A. Yes, but mother told him he could buy it at the sale, because she wanted Dan to pay her for them.

Q. But Dan had talked to your mother about buying the stock before the public sale?

A. But mother told him, "No," if he wanted to²⁰
buy those things he would have to buy them at the sale.

Q. What happened; did some people bid for the horses and the cows?

A. Yes, they did; they bid against him. You know what a sale is.

Q. Yes, I think I do.

A. I think you do, too.

Q. What was the total amount of Daniel's bid?

A. Well, he bid over everybody, because he want-³⁰
ed the things; he wanted the cows and the horses; like if you bid \$200, he would bid one more; and if you bid—

Q. Then, why did you testify on direct examination, that you fixed the value—

A. Well, I meant—

Q. Wait a minute. Why did you testify on direct examination, that you fixed the value of the horses and the cows that Daniel bought by their value at the time they were bought; why did you testify to that?

A. I said they would be worth, anyway, a hundred dollars apiece; I can't remember.

Q. That is how you reached the amount of \$1,000; you thought all the articles he bought were worth a thousand dollars?

10 A. Well, they were everything he bought, it amounted up to a thousand dollars.

Q. Did it amount to a thousand dollars because he bought that amount, or because you thought the articles were worth that much?

A. He bought them and they were worth it.

Q. Can you tell us what he bought—can you tell us what he paid for any particular article?

A. I can't just remember exactly.

20 Q. Can you tell us precisely the amount paid for the entire stock?

A. I know one of the cows he bought was a hundred dollars; it was a hundred dollars.

Q. Was he able to buy all this stock by reason of the fact that he was successful in bidding on each item, or because his total bid was higher than anybody's else?

A. Yes.

Q. Which?

30 A. If he wanted it he went over them, see?

Q. So he bid for each separate article and bid the other fellows out?

A. That's all.

Q. Can you tell us, if you remember, what the total amount of the other bids were?

A. It would be a very hard thing to remember all those things.

Q. Why did you say then—

A. You asked me, and I said I should imagine—

Q. Wait a minute. Mr. Peacock asked you how much they were worth, and you said they were worth a thousand dollars.

MR. PEACOCK: Your Honor ruled that answer out, and we didn't bring in the value of it.

THE COURT: I think that is so.

10

Q. What was the total amount realized from the sale?

A. I couldn't tell you that.

Q. The total amount realized would be what Daniel would have to pay your mother?

A. He had to pay for what he bought.

Q. Don't you know what that amounted to?

A. I can't remember; it has been so long ago.

Q. Did anybody else successfully bid in other 20 articles?

A. Yes, they did bid.

Q. Do you know what the total amount of the entire sale was?

A. No, I don't.

Q. Did your mother pay Daniel any share of the amount that the sale brought?

A. My mother gave—Dan had \$1400, see? He got that and then he got the sale, yes; well, whatever it was; bought those cows and horses.

30

Q. You said Daniel bargained with your mother before the sale and that your mother wanted the money?

A. Mother told him he could buy them at the sale.

Q. Did Daniel turn the money over to your mother?

A. He did not.

Q. Why not?

A. Because he said he couldn't just now; wait till he got started, and he would never see her want.

Q. What did your mother say to your brother?

A. Mother said, "All right, Dan, I'll help you."

Q. So your mother went through all the trouble to have the sale to raise the cash; that was your mother's own son, her own flesh and blood, and, of course, she took care of him and helped him, what all mothers would do?

10 A. I don't know.

Q. As a matter of fact, it is a custom in country sales where cash is not paid, that there is a note with an indorser?

A. Yes, but this was mother and son; mother and Dan agreed.

Q. Did your mother then go to live with Dan on the Fillman farm?

A. She did.

20 Q. It didn't cost her anything to live there, did it?

A. She worked quite a little, and slaved all the time.

Q. You say he then bought the Peter Hughes' farm?

A. Yes.

Q. That was in 1911?

A. Yes, sir.

Q. You don't know what the Fillman farm was sold for?

30 A. No, but he told mother he would always look after her, because she helped him.

Q. Do you know that while Daniel was living on the Fillman farm, he sold the little house on that farm to John Richardson?

A. Yes.

Q. For \$500.00?

A. Yes.

- Q. To John Richardson?
- A. Yes, sir.
- Q. What did Daniel do after he sold the Fillman farm?
- A. He went West.
- Q. How long was he out West?
- A. Well, I don't know how long he stayed, but I think he stayed a couple of months.
- Q. Went out on a pleasure trip?
- A. Yes.
- Q. Then came back and bought the Peter Hughes' ¹⁰ farm?
- A. Yes; he told mother he would be back and he would buy the Peter Hughes' farm; he said to mother, "We'll buy the Peter Hughes' farm," and mother said, "All right."
- Q. When he said "We'll buy the Peter Hughes' farm," he meant he would buy it?
- A. He was going to use mother's money to buy it.
- Q. She asked Daniel for her money when Daniel sold the Fillman farm? ²⁰
- A. No, not exactly, I don't think she did. He said, "We'll take the money, mother, and we'll buy the Peter Hughes' farm because it's a better truck place"; mother said, "No"; he said, "I want to buy it"; she said "All right"; "And I use your money" he said, "and we'll buy the Peter Hughes' farm just the same."
- Q. You know it only took \$2,000 cash to buy the Peter Hughes' farm? ³⁰
- A. Yes.
- Q. Did Daniel intimate to you in any way whether he had more than \$2,000?
- A. He did not.
- Q. Would you be surprised if I told you he sold the Fillman farm for \$5500.00 cash?

A. He didn't say; we didn't press him to know; I didn't worry about those things; mom always helped him.

Q. During all this time your mother never asked Daniel for her money, did she?

A. Well, if she did, I didn't hear her; Dan always said to Mom, that he would take care of mom; and when mom got shaky having to take care of herself, she told Dan, she said, "Dan I'm getting old"; that was 1923 "and I can't"—

10 Q. I don't care anything about that; at the time Daniel bought the Peter Hughes' farm, he was pretty well off?

A. He spent a lot when he went West.

Q. Did he tell you how much he spent when he went West?

A. He didn't say.

Q. How do you know he spent a lot of money?

A. He must have, or he would have paid mother
20 back.

Q. You say you knew of this deed?

A. I did.

Q. When did you first know about it?

A. I knew about it; mother told me and Dan told me.

RECESS UNTIL 2:15 O'CLOCK

30

AFTER RECESS

Q. Mrs. Morris, when was it your brother Daniel told you he was going to buy the Peter Hughes' farm, before he went West or after he came back from the West?

A. He said before he went West that he would be back in time to buy the Peter Hughes' farm, "We will," he said.

Q. On direct examination you testified with reference to the room your mother always had; which room was it?

A. It was a small room on the side; there were three rooms there, and this was a small room on the back.

Q. And your mother always lived in that room? 10

A. She did when they first bought the farm.

Q. The Peter Hughes' farm?

A. Yes, the Peter Hughes' farm, yes; when Dan went down there his mother went with him.

Q. Let us confine ourself to a period between 1923 and the time he died.

A. Mother didn't stay then, she only went backwards and forwards.

Q. She never slept overnight?

A. She never slept overnight because it was very 20 cold there.

Q. Never mind the reason; she didn't sleep there?

A. No.

Q. You said on direct examination, that you knew of the deed to the farm?

A. Yes, sir.

Q. When did you first find out about the deed?

A. Why, right after Dan had deeded the deed to mother; mother told me, and then mother said Dan had gave her the deed. 30

Q. Just a minute; we don't care about that. When did you first learn of the deed?

A. When did I first learn of the deed?

Q. Yes, from Dan.

A. Why, right—let me see; I just can't hardly tell you that.

Q. Where?

A. At his home.

Q. Were you married to Mr. Morris at the time?

A. No, sir.

Q. You were not married to Mr. Morris?

A. No, sir.

Q. What did he say to you?

A. He always called me "May," it seemed funny; he said "May, I deeded mother the farm"; he said "Mother has always done a lot for me, and I never
10 gave her what she should have had; now," he said "the farm is mother's." I said, "That's all right, you have done all you could."

Q. Now, he never told you about the deed to the Pearsonville tract?

A. Yes, he did.

Q. When?

A. He came to the house.

Q. Did he tell you at the time?

A. No.

20 Q. Did he tell you about that later?

A. When he wanted the \$100.00 to pay on the Pearsonville tract is when he asked mother to loan him the \$100, that he didn't have enough money to buy the Pearsonville tract.

Q. When did he buy the Pearsonville tract?

A. I guess he bought it between '24 and '23, or '24 and '25.

Q. Don't you know, as a matter of fact, that he owned the Pearsonville tract at the time he made
30 this deed to your mother?

A. Well, he didn't ask mother for the money then, he asked her for the money to pay on the Pearsonville tract.

Q. How soon after he told you of the deed to the farm, did he tell you about the deed to the Pearsonville tract?

A. I don't understand.

Q. How soon after Daniel told you that he made the deed to your mother for the Peter Hughes' farm, did he also tell you that he made a deed to your mother for the Pearsonville tract?

A. Well, I can't just tell.

Q. Well, was it a short time?

A. It has been quite a while; that's been seven years ago; I don't just remember when he did say that.

Q. I mean, so far as the deed to the Peter Hughes' farm is concerned, did he tell you about the Pearsonville deed—

A. No, not at that time.

Q. How much later, a month, or two months, or what?

A. I think it was longer than that; I can't recall.

Q. You can't recall?

A. No, sir.

Q. Would you say it was a year?

A. Well—

Q. Or two years?

A. I couldn't say, to tell you the truth; I wouldn't want to tell a story; I don't remember. I know he told mother, because she told—

Q. He didn't tell you, he told your mother?

A. No; he wanted the \$100, so he told mother he wanted to buy the Pearsonville tract, so then—

Q. And he wanted \$100 after he had talked to you about having made the deed to the farm to your mother?

A. Yes.

Q. There is no doubt about that being true; that is true?

A. Yes.

Q. Sure about that?

A. Yes, sir.

Q. How did your mother pay the \$100.

A. Money.

Q. Cash?

A. Yes.

Q. Now, your sister, when did your sister die?

A. She died in 1914.

Q. What was the size of the estate that she left, roughly?

A. Well, at that time it wasn't so much.

Q. How much, \$15,000?

10 A. Well, it was more than that.

Q. Now, bearing in mind the fact that you are under oath, isn't it a fact that Daniel Campbell gave you his share of your sister's estate?

A. Daniel Campbell—

Q. No, answer "Yes" or "No."

A. Yes.

Q. He did?

A. He did. Do you know the reason he gave it to me, because—

20 Q. Just a minute. That was at least \$6,000, wasn't it; wasn't it?

A. Six thousand; well, I have no doubt maybe it was, but—

Q. You have answered the question. Did your mother ask Daniel to pay her at that time?

A. No.

Q. Wasn't it a surprise to you that she didn't ask for her money then?

A. Oh, I don't get you.

30 Q. Wasn't it a surprise to you that your mother didn't ask Daniel at that time for the money that she had loaned him?

A. Well, the reason she didn't, she—Dan he agreed—we didn't think—that was mine, I earned that money with my sister, and Dan said he didn't earn any of that money and he didn't want it, it wasn't his, he said, and he didn't want it.

Q. Now, you say your mother kept the deed in the back room?

A. Yes, sir.

Q. How do you know that?

A. Well, she said she did.

Q. You only know from what she told you?

A. Yes, sir.

Q. You testified also on direct examination, that there was a bed and bureau of your mother's in that room, didn't you?

10

A. Well, I said when she went down there, when they went down there she had a bed and a bureau.

Q. When was that?

A. It was right after they had moved down there.

Q. After who had moved down there?

A. That was in 1911, went down, moved down there—

Q. Were you ever up in this room from 1923, or thereafter?

A. No, I told you before I didn't go down very 20 often, seldom.

Q. You visited your brother seldom since you have been married?

A. Seldom before I was married, either; I seldom went down in the country. I can leave it to anybody here.

THE COURT: Don't talk so much, Madam, just answer the questions.

30

Q. Isn't it a fact that an uncle of Daniel's also left him some money, or rather, a farm; you know that, don't you; you know he got \$4,000 for that farm, don't you.

A. No, sir.

Q. You don't know how much he got?

A. No, sir.

Q. Didn't his uncle Daniel leave him some money besides?

A. No, sir.

Q. Didn't Daniel own a house in Trenton that he sold, on Anderson Street?

A. Yes.

Q. Do you know how much he got for that house?

A. No.

10 Q. You remember when the barns burned down on the farm, don't you?

A. Yes.

Q. You know that was after the time this deed was executed, too, don't you?

A. Yes, sir.

Q. You know that Daniel got \$1500, too, don't you?

A. Yes, sir.

Q. Did your mother make any claim on Daniel?

20 A. That was between her and Dan.

Q. Did she make any claim for that money?

A. No.

Q. You know that Daniel sold parts of the farm before 1923 to various people, don't you?

A. Yes, sir.

RE-DIRECT EXAMINATION.

BY MR. PEACOCK:

30 Q. The insurance money that he got, did he use that to build buildings on the farm?

A. Yes, sir.

RE-CROSS EXAMINATION.

BY MR. FELCONE:

Q. You are not certain that he got that money to rebuild buildings on the farm?

A. He fixed some up.

Q. You know they all burned down?

A. Yes, but he fixed some up.

Q. What places?

A. He had to have a barn or a shed there for the cows, and for the horses; he didn't have a place for the horses. 10

Q. The buildings burned down were never rebuilt?

A. No.

HOWARD V. DICKEY, a witness produced on behalf of the defendants, being duly sworn, testified as follows:

DIRECT EXAMINATION.

BY MR. PEACOCK:

Q. Where do you live?

A. 129 Mercer Street.

Q. Trenton?

30

A. Trenton.

Q. Did you know Daniel Campbell in his lifetime?

A. No, sir.

Q. What is your first name?

A. Howard.

Q. Howard W. Dickey?

A. V.

Q. What is your wife's name?

A. Helen M.

Q. Did you try to buy some property from Daniel Campbell?

A. Yes.

Q. The 30th day of August, 1924?

A. Yes.

Q. Where did he live at that time?

10 A. On the farm.

Q. Where did you see him?

A. At my home.

Q. What property was this?

A. Two building lots.

Q. Did he have anybody sign the agreement of sale for you?

A. No.

Q. What two lots did you try to buy?

A. 48 and 49.

20 Q. Block D, on the Pearsonville tract?

A. Yes, sir.

Q. Howard W. Dickey and Helen M. Dickey, his wife?

A. Yes.

Q. Did he sign the deed for the sale of those lots; did he sign them or did his mother sign them?

A. His mother signed them.

MR. FELCONE: That is objected to as being ir-
30 relevant to this issue.

THE COURT: I think I will take all the evidence that bears on the case at all.

Q. I show you an agreement of sale signed by Catherine Campbell; is that the agreement you had at that time?

A. Yes, sir.

Q. How much did you pay Mrs. Campbell on that property?

A. I paid \$25.00.

BY THE COURT:

Q. To whom?

A. To Dan Campbell.

Q. At that time did you have a conversation with¹⁰ him about the farm?

A. Yes, sir.

Q. Whom did he tell you the farm belonged to?

A. His mother.

Q. Where was he at that time?

A. He was at my home.

Q. Did you ever go through with the transaction to buy the lots on this agreement?

A. No, sir.

Q. Was your wife present at that time when he²⁰ said that the farm belonged to his mother?

A. Yes.

Q. She is where to-day?

A. In the hospital.

Q. What hospital is she in?

A. Mercer Hospital, was taken yesterday.

Q. Did he tell you who the Pearsonville tract belonged to?

A. To Mrs. Campbell, the mother.

30

BY THE COURT:

Q. He told you both the farm and the Pearsonville tract belonged to his mother?

A. Yes.

CROSS-EXAMINATION.

BY MR. FELCONE:

Q. You were not trying to buy any part of the farm, were you, Mr. Dickey?

A. Two building lots.

Q. You knew that wasn't part of the farm, didn't you?

10 A. All I knew, I was buying two building lots.

Q. How did he come to talk about the farm then?

A. Why, just a friend, that's all.

BY THE COURT:

Q. The two lots were part of what is known as the Pearsonville tract, these two lots you were to buy?

A. Yes.

Q. They were not part of the farm?

20 A. No, sir.

Q. You came about attempting to purchase these lots through William Burke, didn't you? (William Burke stands up).

A. Yes.

Q. That is so?

A. Yes, sir.

Q. Well, when was it that you made these negotiations to buy these two lots?

30 A. (No answer).

MR. PEACOCK: I offer the contract.

Said contract is marked "Exhibit D 3."

MR. PEACOCK: I have a contract of Mrs. Dickey, if the other side will consent.

MR. FELCONE: It is merely cumulative; yes, we consent.

(It is stipulated that Mrs. Dickey be deemed to have testified to the same effect as contained in the affidavit.)

Said affidavit is marked "Exhibit D 4."

10

DAVID T. SPRAGUE, a witness produced on behalf of the defendant, being duly sworn, testified as follows:

DIRECT EXAMINATION.

BY MR. PEACOCK:

- Q. Where do you live, Mr. Sprague? 20
A. On the Yardville-Bordentown Road.
Q. What is your business?
A. Oil cloth worker.
Q. Did you know Daniel Campbell?
A. Yes.
Q. How long had you known him?
A. 30, 35 or 40 years.
Q. Did you visit him?
A. Yes, lived with him.
Q. Did he visit you? 30
A. Yes.
Q. During his lifetime?
A. Yes.
Q. Have you ever had a conversation with Mr. Campbell concerning this farm he lived on?
A. Yes.
Q. When?

A. In the early part of 1923.

Q. What did he tell you at that time?

A. We were sitting on the porch; I just came home from the hospital; we was talking about deeds and one thing and another, and he told me I was foolish I didn't have a will made; he said he has signed one and he left his mother all right; he said I was foolish I didn't have one. I didn't think I needed one.

10 Q. Did he say anything about making a deed to his mother for the farm?

A. Yes.

Q. What?

A. He said he had made out a deed to his mother and left his mother all right.

Q. Did he tell you why he had made a deed to her?

20 A. No, sir, only he said he had borrowed money off her when he was on the farm and he hadn't never paid her that, and he was going to leave her fixed at that time so she would be all right if anything happened to him.

Q. And that's the time he told you he made a deed to her?

A. Yes.

Q. You had come out of the hospital?

A. Yes, sir.

Q. Where was this?

A. St. Francis.

30 Q. How long were you ill?

A. About eight weeks.

Q. Were you at Daniel Campbell's farm at the time you came out of the hospital?

A. Yes, sir, I lived there.

Q. Who was present?

A. No one.

Q. Where did the conversation take place?

A. On the front porch.

Q. Now, did he ever tell you on any other occasion?

A. No, sir; after Mr. and Mrs. Sutts lived there I didn't visit Dan so much, only we would meet one another.

Q. You would meet?

A. Out on the field.

Q. When did Mrs. Sutts come there?

A. Sometime in 1923.

Q. When did Emmeline McCue come there?

10

A. I couldn't say.

Q. After Mrs. Sutts went there?

A. Yes.

Q. Mrs. Sutts went there in December, 1923, didn't she?

A. I am not sure what date it was, but I know it was right after moving away.

CROSS-EXAMINATION.

20

BY MR. FELCONE:

Q. Where were you living at the time you had this conversation with Mr. Campbell?

A. Right at his home.

Q. He told you that he had it so fixed up that when he died his mother would be taken care of?

A. Yes, sir.

Q. He told you he had made a will?

30

A. Yes, sir.

Q. Not a deed?

A. He said he had made a will.

Q. He never said he made a deed?

A. Well, a will, and deeded the place to her.

Q. Deeded the place in the will to his mother?

A. Yes, sir.

Q. Were you still friendly with Daniel Campbell after you moved from half of the house?

A. Yes, we were always friends from boys up.

Q. How did you come to move?

A. Well, him and my wife didn't get along together; she didn't like it because he drank and they had words and she wouldn't stay, so I had to move.

Q. You bought a piece of land off Daniel Campbell before 1923?

10 A. Yes.

Q. How much did you pay for it?

A. \$250.00 I think I am not just sure; I bought one acre and a quarter,—yes, \$250.00.

Q. That was part of the Peter Hughes' farm?

A. Yes, sir.

Q. Emmeline McCue is your niece, isn't she?

A. Yes, sir, by marriage.

Q. You know, also, that the Morrises bought part of that farm?

20 A. Yes, sir, two acres.

Q. How much did she pay for it?

A. \$200.00 an acre.

Q. \$400.00?

A. Yes.

JOSEPH McGRAIN, a witness produced on behalf of the defendant, being duly sworn, testified as follows:

30

DIRECT EXAMINATION.

BY MR. PEACOCK:

Q. Where do you live, Mr. McGrain?

A. On the Bordentown-Columbus Road.

- Q. Do you know Daniel Campbell?
A. Yes.
Q. How long have you known him?
A. 40 or 45 years.
Q. Did you know Patrick Campbell, his father before him?
A. I did.
Q. Do you know when he died?
A. Some day around 1900.
Q. Do you know whether he received a thousand 10 dollars from the Catholic Legion?
A. Yes.
Q. At that time?
A. Yes.
Q. Did Mrs. Campbell have a sale of his effects later?
A. Yes.
Q. Who had charge of that?
A. I recommended the stuff to the auctioneer and he sold them. 20
Q. Did Daniel Campbell get goods at that time, at the sale?
A. Yes, sir.
Q. What did he get?
A. He got horses and wagons and grain, and chickens, chicken coops and all that.
Q. Did he pay you for that that day?
A. I didn't have charge of the pay.
Q. Did he pay that day?
A. The clerk had charge of that. 30

BY THE COURT:

- Q. Do you know whether he paid or not?
A. No, I don't know whether he paid or not.
Q. What did he do with them?

- A. Moved them to the Fillman farm.
- Q. Did other people buy things at the sale, also?
- A. Yes.
- Q. What other stock was sold besides what Daniel Campbell got there?
- A. Such stuff as plows and cultivators, and anything concerning the farm.
- Q. Did he have the Fillman farm at that time?
- A. Yes, sir.
- 10 Q. Did his mother live on the Fillman farm with him at that time?
- A. She lived there with him.
- Q. How long did she live there with him?
- A. I can't tell you how long.
- Q. Did she take furniture there with her of her own?
- A. I suppose she did; she had furniture and she didn't sell the furniture at the sale.
- Q. And when Daniel moved to the Fillman farm did she move there with him?
- 20 A. Yes.
- Q. How long did she stay on that farm?
- A. I can't tell you that, either.
- Q. You visited them at the Fillman farm?
- A. Yes.
- Q. Was the mother living there with him?
- A. Yes.
- Q. How often have you visited them at the Fillman farm?
- 30 A. Oh, every now and then, occasionally, as you go to see your neighbors or relatives.
- Q. Do you know when he bought the Peter Hughes farm?
- A. Yes.
- Q. Did Mrs. Campbell live with him on that farm?
- A. She moved there when he went there.
- Q. How long did she stay?

- A. I can't tell you.
- Q. Did you visit him there?
- A. Yes, sir.
- Q. Did you know in 1923 that he made a deed to his mother for the farm?
- A. His mother told me so.
- Q. Did Daniel ever tell you?
- A. No.
- Q. In 1923 what was Daniel Campbell's physical condition? 10
- A. A big, strong, hearty robust man.
- Q. Was he a man that could be influenced by his mother or anybody?
- A. I neved knowed anybody to influence him; he always had a mind of his own.
- Q. Was he that way in 1923?
- A. Yes.
- Q. Did he work on the farm continuously?
- A. Yes, sir; he worked there and done little odd jobs around, his township committee and on the 20 road. If he saw a chance to make a dollar he made it, like any other farmer would do.

CROSS EXAMINATION.

BY MR. FELCONE:

- Q. You are Mrs. Campbell's son-in-law?
- A. No, sir. 30
- Q. What relation are you?
- A. Brother-in-law.
- Q. Of Catherine Campbell?
- A. Yes, my wife and her are sisters.
- Q. How did you happen to know that Catherine Campbell gave Daniel Campbell \$1,000.00?
- A. She told me so.
- Q. She told you?

A. Yes, sir.

Q. Were you present at the sale of the stock?

A. I was.

Q. How did Dan happen to buy all this stuff? Did he simply outbid the others?

A. Yes, it was a public sale and the highest bidder was the buyer.

Q. Who acted as the collector at that sale? To whom did the others pay the money?

10 A. To the inside clerk, James Cow.

Q. You say that in 1923 Mrs. Campbell told you about the deed?

A. I didn't say so; I don't think you asked me that, did you?

Q. You testified on direct examination that Catherine Campbell told you that Daniel Campbell made a deed to the farm?

A. Yes, sir.

Q. When was that?

20 A. I can't give you no dates.

Q. A couple of years ago?

A. It was right after the time he done it; I don't remember the date.

Q. After what?

A. After the time the deed was given over.

BY THE COURT:

Q. How do you know that?

30 A. She told me.

Q. She told you he had just made a deed?

A. He had made a deed and gave her the deed for the farm.

Q. How did you know when he gave her the deed?

A. I don't know that.

Q. You said she told you that shortly after he made the deed.

A. I don't know when it was; I can't testify to any date he gave it to her.

Q. What else did she tell you about the deed?

A. She didn't tell me anything. Of course, in conversations, she told me he had straightened up with her, and gave her a deed for the farm.

THOMAS J. MORRIS, a witness produced on behalf of the defendant, being duly sworn, testifies as follows:

10

DIRECT EXAMINATION.

BY MR. PEACOCK:

Q. Do you know Daniel Campbell?

A. Yes.

20

Q. How long have you known him?

A. Since some time in 1927.

Q. Did you visit his home?

A. Yes, sir.

Q. With whom?

A. With my present wife.

Q. And your wife is whose daughter?

A. Catherine Campbell's daughter.

Q. Have you been at the farm with Mrs. Campbell?

30

A. Yes.

Q. Do you know whether or not Mrs. Campbell had furniture in Daniel Campbell's home?

A. From what has been told me, yes.

Q. Who told you that?

A. My wife and mother-in-law.

Q. Did Daniel Campbell ever tell you?

A. No.

Q. Did Mrs. Campbell visit Daniel Campbell's home?

A. Yes.

Q. For what purpose?

A. She had gone there for the purpose of helping Dan at times to do work. She has bought lamb and brought it down and made broth for him.

Q. Done any washing for him?

10 A. Not since I've known him.

Q. Did you have any conversation with Daniel Campbell as to whom the farm belonged to?

A. No.

Q. Or the Pearsonville tract?

A. No.

Q. Did you have any conversation with him as to whether he owed his mother any money or not?

A. No.

20 Q. Did you go with Mrs. Campbell to Campbell's home after he had died?

A. Yes.

Q. Where did Mrs. Campbell go in that house?

A. She went in the first door as you went in on the—

Q. What room in the house did she go in?

A. She passed through the kitchen upstairs in the bedroom.

Q. Where was that bedroom?

A. Over the kitchen.

30 Q. Is that the back bedroom?

A. I guess they call it the back bedroom.

Q. Did she have any papers there?

A. Yes.

Q. What papers did she have there?

A. A deed for the farm.

Q. What other papers?

A. Fire insurance papers and an agreement of sale in which her son witnessed her signature for the sale of two building lots on the Pearsonville tract.

Q. What other papers—

A. No, I'm wrong, a deed; that wasn't there; that last deed I'm mistaken.

BY THE COURT:

Q. What last deed wasn't there? 10

A. I withdraw that.

Q. The agreement of sale?

A. Oh, the agreement of sale was there, yes, that's right.

Q. I don't understand what you have testified to. You say she found a deed there, to the farm. Is that right?

A. Yes.

Q. And some insurance papers? 20

A. Yes.

Q. And an agreement of sale?

A. Yes, that's true.

Q. Made by her?

A. Made by her, yes.

Q. To Dickey, was it?

A. To Dickey, yes.

Q. For those two lots?

A. And witnessed by Daniel F. Campbell, her signature.

Q. She did find that there? 30

A. Yes.

Q. Now, what was it you said you were mistaken about?

A. I was thinking it was a deed to the Pearsonville tract; a deed to the Pearsonville tract wasn't there; an agreement of sale was there.

Q. These insurance papers were policies on the farm?

A. Yes.

Q. You are correct now?

A. Yes.

BY THE COURT:

10 Q. On the farm?

A. Yes, and on property on the Pearsonville tract.

Q. Any other papers?

A. There were other papers there but not in the particular spot; I don't recall that any particular papers were there excepting papers belonging to my mother-in-law.

20 Q. Where she got the deed from were there any letters addressed to her?

A. There were some papers, but I'm not quite positive what they were.

Q. Who took those papers?

A. I did.

Q. Was Mrs. Campbell with you at the time?

A. Yes, sir.

Q. At whose direction did you take them?

A. Mrs. Campbell's.

30 Q. What did you do with all the papers you got in that room?

A. Why, I brought them back to my home, our home, 13 West Front Street, and the deed for the farm, observing it had not been recorded, I brought it to Mount Holly and had it recorded.

Q. Did you show that deed to Mrs. Campbell, that had not been recorded?

A. Yes.

- Q. Do you know why it hadn't been recorded?
A. No, excepting—
Q. Well, did she so state at that time why she had not recorded it?
A. I don't recall it.
Q. Did you have it recorded?
A. Yes, sir.

BY THE COURT:

- Q. What did you do with the insurance policies?¹⁰
A. I was wondering whether—
Q. What did you do with them?
A. I brought them back to 13 West Front street.
Q. Where are they now?
A. I don't believe they are here; they were not impounded; I think they are at 13 West Front Street now.
Q. Were they made out to your mother-in-law or to Daniel Campbell?
A. They were made out to Daniel Campbell.²⁰

CROSS EXAMINATION.

BY MR. FELCONE:

- Q. How did you happen to go to the room, at Mrs. Campbell's request?
A. Yes.
Q. When you got there—Why did Mrs. Campbell go there at that time?
A. To get—Her son had just been buried; it was the day after he had been buried. She felt we had waited long enough to go down and we should go down to the farm and see about her papers and affairs in general down there.

Q. Now, when you first went into the house you first looked over the first floor, didn't you?

A. Yes.

Q. Why?

A. Because papers were strewn around in that place there, and I couldn't help but see them. I went for the purpose of getting her deed and any papers that were of importance to her.

Q. She told you where the deed was, didn't she,
10 or didn't she know?

A. Sure she knew.

Q. Why didn't you, then, go right to the place where the deed was?

A. Because I went in the house and examined the papers just as they were; they were the first papers I had met with as I went in the house, and it struck me rather peculiar that they should be strewn around as they were in that kitchen.

Q. You were concerned above all about the deed?

20 A. I was.

Q. And when you finally found the deed you exclaimed, "Mother, at last we found what we were looking for!"

A. That statement was made by me not after I found the deed, but after I felt there was nothing else there of importance to her.

Q. Immediately upon your finding the deed?

A. Not immediately upon my finding the deed.

Q. What necessity was there for looking through
30 the papers on the first floor?

A. Because I didn't know what was there belonging to my mother-in-law.

Q. Did she tell you she had other papers besides a deed?

A. No.

Q. Some letters?

A. No.

Q. You thought you would make a general examination of the whole house?

A. Of just what papers I saw.

Q. Well, what would make you think she had papers all over the house?

A. Why, in the first place, there had been some rumors of a will, and I thought a will might be there. I didn't know where it might be.

Q. That's the reason you went down, to see if you could get hold of the will?

A. To see if there was a will.

10

Q. You knew that Catherine Campbell had been to the house before Daniel Campbell died, didn't you?

A. Yes.

Q. You knew she would be in a position to know where her papers were, if she had any there, didn't you?

A. Yes, and she was in a position to know, and the reason—

Q. Did she tell you she knew where her papers were?

20

A. She went right upstairs and picked out a box and handed it to me.

Q. Then you didn't look in the kitchen?

A. I did, yes.

Q. Did she come upstairs and get the box upstairs before you started to look around the kitchen?

A. We didn't look around the kitchen very long.

BY THE COURT:

30

Q. Answer the question. Did she come upstairs before you started to look around the kitchen?

A. She was going upstairs while I was looking around the kitchen, and she preceded me upstairs.

Q. Then why were you looking around the kitchen while she was going upstairs to get the deed?

A. Because there were papers in the kitchen.

Q. If you saw a lot of loose papers around the kitchen, you wouldn't think they belonged to Mrs. Campbell, would you? Would you, if they were in the home where Daniel Campbell lived?

A. I really thought at that time that everything there was Catherine Campbell's, because I had no official notice of anything to the contrary.

10 Q. Who picked the deed out of the papers?

A. After the box was handed to me I guess I picked it out.

Q. As a matter of fact you did find the deed, didn't you?

A. Yes, I did; the deed with box was handed to me.

Q. By your mother-in-law?

A. By my mother-in-law, yes.

20 Q. You were standing alongside of her at the time she got the box out of the bureau.

A. She preceded me and had the box in her hand. She went upstairs first.

JOSEPH L. HAINES, a witness produced on behalf of the defendant, being duly sworn, testifies as follows:

30

DIRECT EXAMINATION.

BY MR. PEACOCK:

Q. Mr. Haines, where do you live?

A. Bordentown.

- Q. You knew Daniel Campbell in his lifetime?
A. For about ten years.
Q. You knew him for ten years?
A. Yes, ever since I was in Bordentown.
Q. You had business connections with him?
A. Yes, he was on the township committee with me when he died.
Q. How long had he been on the township committee?
A. That was the first year. 10
Q. Did you know him in the year 1923?
A. Yes.
Q. Seven years ago?
A. Yes.
Q. How close did you live to him at that time?
A. Well, I guess it's about three miles.
Q. What was his physical condition at that time, 1923?
A. Good.
Q. Was he a strong man or a weak man? 20
A. Strong.
Q. What was he mentally, a man that could be domineered by some person?
A. No, he got a mind of his own.
Q. What makes you say that?

THE COURT: Is there any issue of that?

MR. FELCONE: No, your Honor. I have no questions. 30

MR. PEACOCK: I also spoke to counsel about another witness we had, because I didn't know about this case going to be tried until Friday. It is concerning Mrs. Swaim who is now sick at her home. I told Mr. Felcone she would testify she had a conversation with Daniel Campbell when he purchased

the property, and he told her it belonged to his mother. Do you consent that she would testify to that if she were here to-day?

MR. FELCONE: We will consent she would testify to that.

DEFENDANT RESTS.

10

REBECCA SUTTS, being recalled on behalf of the complainant, testifies as follows; in rebuttal:

DIRECT EXAMINATION.

BY MR. FELCONE:

Q. Mrs. Sutts, I am not clear whether you testified on direct examination to this, but was there a bureau in the room in which the deed was kept?

A. There was an old bureau, a stand, but it belonged to me.

Q. There was no bed?

A. No bed, no.

Q. During the five years, more or less, that you lived in the other side of Daniel Campbell's homestead, did Catherine Campbell ever live there or have a room set apart for her?

30 A. No, Mrs. Campbell never stayed but two nights; that was the two nights before Dan died.

Q. You and your husband bought a piece of land from Dan Campbell out of the farm tract, didn't you?

A. Yes.

Q. How much did you pay for it?

A. \$350.00.

BY THE COURT:

- Q. How big a piece, how many acres?
A. Two.
Q. When did you buy it?
A. 1918.

CROSS EXAMINATION.

BY MR. PEACOCK:

10

- Q. When did Mrs. McCue come to live at your house. You went over in December, 1923?
A. '24, in September.
Q. She came to live with you in September, 1924?
A. Yes.
Q. And the place where you saw this deed was in this back room?
A. On the bureau, yes.
Q. In the bureau?
A. On it. 20
Q. That was in the back room?
A. Yes, sir.
Q. In the same place where Mrs. Campbell got it from, wasn't it?
A. Yes, sir.

HUGH SUTTS, a witness produced on behalf of the complainant, being duly sworn, testifies in rebuttal as follows:

DIRECT EXAMINATION.

BY MR. FELCONE:

Q. Mr. Sutts, you lived on Daniel Campbell's
10 farm between 1923 and the time he died, didn't you?

A. I did.

Q. At any time during that period did Mrs. Campbell live there?

A. No, sir.

Q. Did she have a room set apart for herself.

A. No, sir.

Q. Do you remember having a conversation with Daniel Campbell with reference to the purchase of the Peter Hughes farm?

20 A. Yes.

Q. With reference to his purchase of that farm?

A. Yes.

Q. When was it?

A. Right after I moved there.

Q. Right after you moved where?

A. In with him, in a part of his house; he was there alone nights and I used to go in after supper and talk to him.

Q. I am referring to whether you had any conver-
30 sation with him as to the time when he purchased the farm?

A. Yes.

Q. What was it?

A. I asked him how he come to buy this farm over by Jack Richardson and he sold it and got \$7,000.00 for it, and he said, "I sold Jack Richardson the tenant house and he gave me five and I went out

West for a visit," and he said "when I came back I heard this Peter Hughes farm was for sale and I understood another party was after it," he said, "but I beat him to it."

CROSS EXAMINATION.

BY MR. PEACOCK:

Q. Who did he buy the Peter Hughes farm 10 through?

A. Who did he?

Q. Who had charge of it?

A. I couldn't tell you that; he didn't tell me.

Q. He didn't tell you that?

A. No.

Q. How much did he tell you he paid for it?

A. He didn't tell me that, even.

Q. Did he tell you how much money he had when he bought it?

20

A. No, sir.

Q. You know Mrs. Campbell came down to that place, didn't she?

A. Sure she did.

Q. She helped Dan with the work, didn't she?

A. Helped Dan with the work?

Q. Doing the house work?

A. No, sir, very little.

Q. What did she do?

A. She made a little broth for him.

30

Q. How do you know none of the furniture belonged to her?

A. When we moved there I didn't have anything to sleep on but an army cot.

Q. Nothing but that?

A. An old bureau.

Q. The bureau was there when you went there?

A. An army cot was always in that room and in the hired man's room was a broken bed and an old-fashioned bureau in there.

Q. Where did you live?

A. On the other side.

Q. Your wife's name is what?

A. Rebecca Sutts.

Q. Who is the husband of Emmeline McCue?

A. George McCue.

10 Q. What relation is Emmeline McCue to you?

A. My step-daughter.

Q. Do George McCue and Emmeline McCue live together now?

A. Yes.

Q. How soon did they go to live together after Daniel Campbell died?

MR. FELCONE: Objected to.

20 A. They went together about July. He has been dead about two years.

JOHN RICHARDSON, a witness recalled in rebuttal by the complainant, testifies as follows:

DIRECT EXAMINATION.

30 BY MR. FELCONE:

Q. Mr. Richardson, did Daniel Campbell ever tell you how much he got for the Fillman farm?

A. Yes, sir, he told me.

Q. How much did he tell you?

A. He got \$5,500.00 and \$2,000.00 from his sale.

Q. That is the stock on the Fillman farm?

A. Yes, on the Fillman farm.

Q. Did you ever go down country with Daniel Campbell?

A. Sir?

Q. Did you ever go down country with Daniel Campbell to collect some mortgage moneys he had coming?

A. Yes, I went down to Egypt and got that.

Q. When was that?

A. About a month or two before he died. 10

Q. How much was it you got?

A. Eighteen hundred.

Q. You went down with him?

A. Yes, sir.

Q. You bought your house from Daniel Campbell, didn't you?

A. Mrs. Leader bought it, the one I lived with.

CROSS EXAMINATION.

20

BY MR. PEACOCK:

Q. When was that?

A. The second day he was there.

Q. 1911, wasn't it?

A. Somewhere around there.

Q. That's when Mrs. Reeder bought this for you?

A. Yes, sir.

Q. How big was the Fillman farm?

A. I couldn't hardly say now. 30

Q. About twenty acres, or wasn't it?

A. More than that.

Q. How much?

A. I think it was seventy some acres.

Q. What?

A. I think it was sixty-eight acres or seventy acres. I can't say which.

Q. How much was it sold for?

A. Arthur Thomas at Lakewood, \$5,500.00.

RE-DIRECT EXAMINATION.

BY MR. FELCONE:

Q. You were the one who paid the \$500.00 for the house to Daniel Campbell, didn't you?

10 A. I didn't pay it down, but I give Mrs. Reeder the \$500.00.

MR. PEACOCK. Objected to.

Q. Did you used to visit Daniel Campbell when he lived on the Peter Hughes farm?

A. Yes.

Q. Frequently?

A. Yes, sir.

20 Q. Did you ever see his mother there?

A. Oh, yes, she came several times when I was there.

EDWARD INMAN, a witness produced on behalf of the complainant, being duly sworn, testifies in rebuttal as follows:

DIRECT EXAMINATION.

30

BY MR. FELCONE:

Q. Mr. Inman, in 1917 you bought some land out of the Peter Hughes farm from Daniel Campbell?

A. Yes.

Q. How much did you pay him?

A. \$150.00.

CROSS EXAMINATION.

BY MR. PEACOCK:

Q. When did you buy it?

A. I think in 1917.

Q. That was from the Pearsonville tract, you bought it, wasn't it?

A. No.

Q. \$150.00?

10

A. \$150.00.

ELMER DWIER, a witness produced on behalf of the complainant, being duly sworn, testifies in rebuttal as follows:

DIRECT EXAMINATION.

BY MR. FELCONE:

20

Q. You bought a piece of land out of the farm from Daniel Campbell in 1917, didn't you?

A. Yes.

Q. How much did you pay for it?

A. \$200.00

Q. Do you know whether Daniel Campbell sold any of the farm to Joseph Hines and—

A. They bought the lower end.

Q. You don't know how much they paid for it? 30

A. No.

CROSS EXAMINATION.

BY MR. PEACOCK:

Q. This was 1917 you got it?

A. Right around there.

Q. And the other people got it the same time?

A. Right close by, yes.

GEORGE W. LIPPENCOTT, a witness produced on behalf of the complainant, being duly sworn, testifies in rebuttal as follows:

10

DIRECT EXAMINATION.

BY MR. FELCONE:

Q. Mr. Lippencott, in 1917 you bought some land out of the Peter Hughes farm from Daniel Campbell?

A. Sure.

Q. How much did you pay?

20 A. I had one acre and forty-three hundredths, and it cost \$200.00 an acre,—\$227.00.

CROSS EXAMINATION.

BY MR. PEACOCK:

Q. It was before 1923, wasn't it?

A. Oh, yes.

Q. How much before that?

30 A. '17 or '18.

Q. 1917 or '18?

A. I tell you I sold it. I don't know, I don't remember the date.

SEBASTIAN KIRSCH, a witness produced on behalf of the complainant, being duly sworn, testifies as follows, in rebuttal:

DIRECT EXAMINATION.

BY MR. FELCONE:

Q. Mr. Kirsch, you bought a farm in Ocean County from Daniel Campbell, did you not? 10

A. Yes.

Q. When?

A. 1921 in July.

Q. How much did you pay for it?

A. \$2,600.00 including all.

Q. What?

A. Including the whole farm.

Q. Was that cash?

A. No, sir.

Q. How much cash did you give to him? 20

A. I gave him \$250.00 down.

Q. How much was the total amount of cash you paid?

A. \$1,000.00.

Q. You gave him back a mortgage of \$1,600.00?

A. Yes, sir.

Q. Did you pay that off?

A. Yes.

Q. When?

A. 1928. 30

Q. Where?

A. Just the exact date I couldn't tell you. It was in the summer time.

Q. The summer time of 1928?

A. The summer time.

Q. When you paid it off there was some interest due to be added, making \$1,800.00?

A. \$1,800.00 and a few dollars interest.

BY THE COURT:

Q. You bought this farm when?

A. 1921.

CROSS EXAMINATION.

10 BY MR. PEACOCK:

Q. Did you pay \$1,000.00 off to Mr. Campbell during his lifetime?

A. Yes.

Q. Did you pay the balance of it during his lifetime?

A. John Meirs, the lawyer, had to do with that; he didn't appear.

Q. Where was this property?

20 A. In Ocean County. It belongs to the township.

BOTH SIDES REST.

EXHIBIT D-1

Deed from Daniel F. Campbell to Catherine Campbell, dated March 20, 1923.

EXHIBIT D 2

A TRUE COPY OF
LAST WILL AND TESTAMENT
of
DANIEL F. CAMPBELL 10

I, Daniel F. Campbell, of the Township of Bordentown, in the County of Burlington and State of New Jersey, being of sound and disposing mind, memory and understanding, and hereby revoking all wills and documents of a testamentary nature heretofore made by me, do make, publish and declare this my LAST WILL and TESTAMENT in the manner following, that is to say; 20

1. I desire that all my lawful debts and funeral expenses be paid as soon as may be conveniently possible after my death.

2. I give and bequeath to my mother, Catherine Campbell, the sum of one hundred dollars.

3. I give and bequeath to my sister, Margaret Morris, the sum of one hundred dollars. 30

4. I give and bequeath to Saint Mary's Roman Catholic Church of Bordentown, N. J., the sum of fifteen hundred dollars, and I desire and request that the said Saint Mary's Roman Catholic Church

of Bordentown, N. J., cause masses to be said for the repose of my soul upon each succeeding anniversary of my death.

5. I give and bequeath to Saint Francis' Hospital, of Trenton, New Jersey, the sum of two thousand dollars, and I desire and request that the said Saint Francis' Hospital cause masses to be said for the repose of my soul upon each succeeding anniversary of my death.

10

6. I give and bequeath to the Diocese of Trenton for the Roman Catholic Church of New Egypt, New Jersey, the sum of one thousand dollars, and I desire and request that the said Roman Catholic Church of New Egypt, New Jersey cause masses to be said for the repose of my soul on each succeeding anniversary of my death.

7. I give and devise to Emmaline McCue, the wife of George McCue, the house and tract of land upon which the said house is located, and which tract of land consists of nine and one-half lots of land, situate on the road leading from the Village of Groveville to the road leading from the Village of White Horse to the City of Bordentown, in the Township of Bordentown, in the County of Burlington and State of New Jersey, for and during her natural life.

8. I empower and direct my executor hereinafter named to cause all of my estate, real, personal and mixed, excepting that portion of the same which I have devised to Emmaline McCue for and during her natural life to be sold as soon as may be conveniently possible after my death, and to cause that portion of my said estate which I have devised to said Emmaline McCue for and during her natural

30

life to be sold as soon as may be conveniently possible after her death; and all of the rest, residue and remainder of my estate, remaining after the payment of the aforesaid legacies, I give, devise and bequeath to the Right Reverend Nelson H. Baker, of Our Lady of Victory Infants' Home, of Lackawanna, New York, and his successors in charge of said Our Lady of Victory Infants' Home to be used by him or them in his or their discretion for the care, maintenance and education of children, and I desire that the said Right Reverend Nelson H. Baker and his said successors cause masses to be said for the repose of my soul upon each succeeding anniversary of my death. ¹⁰

9. I hereby constitute and appoint James Heron, of Bordentown, New Jersey, sole executor of this my LAST WILL and TESTAMENT.

IN WITNESS WHEREOF, I, the said Daniel F. Campbell, have hereunto set my hand and affixed my seal this twentieth day of August, 1928. ²⁰

DANIEEL F. CAMPBELL. (Seal.)

SIGNED, SEALED, PUBLISHED and DECLARED by the said testator as and for his LAST WILL and TESTAMENT in our presence (both of us being present at the same time), who, in his presence, and at his request, and in the presence of each other, have hereunto subscribed our names as witnesses. ³⁰

MARY B. WALN,
Address. Trenton, N. J.

AMOS M. WALN,
Address. Trenton, N. J.

I, James V. Herron, the sole executor appointed under and by virtue of the LAST WILL and TESTAMENT of DANIEL F. CAMPBELL, who died on August 23d, A. D. 1928, DO HEREBY CERTIFY that the annexed copy of said will is A TRUE COPY made by me from the said Last Will and Testament itself, as duly executed by said Testator and which is intended to be offered for probate before the Surrogate of the County of Burlington, at Mount Holly, in the State of New Jersey, as provided by law.

Dated, at Bordentown, August 28th, A. D. 1928.

James V. Herron.

EXHIBIT D-3

Contract of Sale.

EXHIBIT D-4

Affidavit of Mrs. Dickey.

217 Clay St.,
Trenton, N. J.
December 28, 1928.

I, the undersigned under oath state that I am the Helen M. Dickey wife of Howard V. Dickey who is named Howard W. Dickey, in agreement for sale of lots No. 48 and No. 49 Pearsonville Park dated August 30th 1924.

Under oath I state at the time the agreement was entered into, Daniel F. Campbell who died on August 23, 1928, told me that Mrs. Catherine Campbell, widow, his mother, was the owner of the lots, and that she would have to sign the agreements of sale. Deceased also said the farm on which he lived was his Mother's.

My husband paid \$25.00 but did not continue further payment.

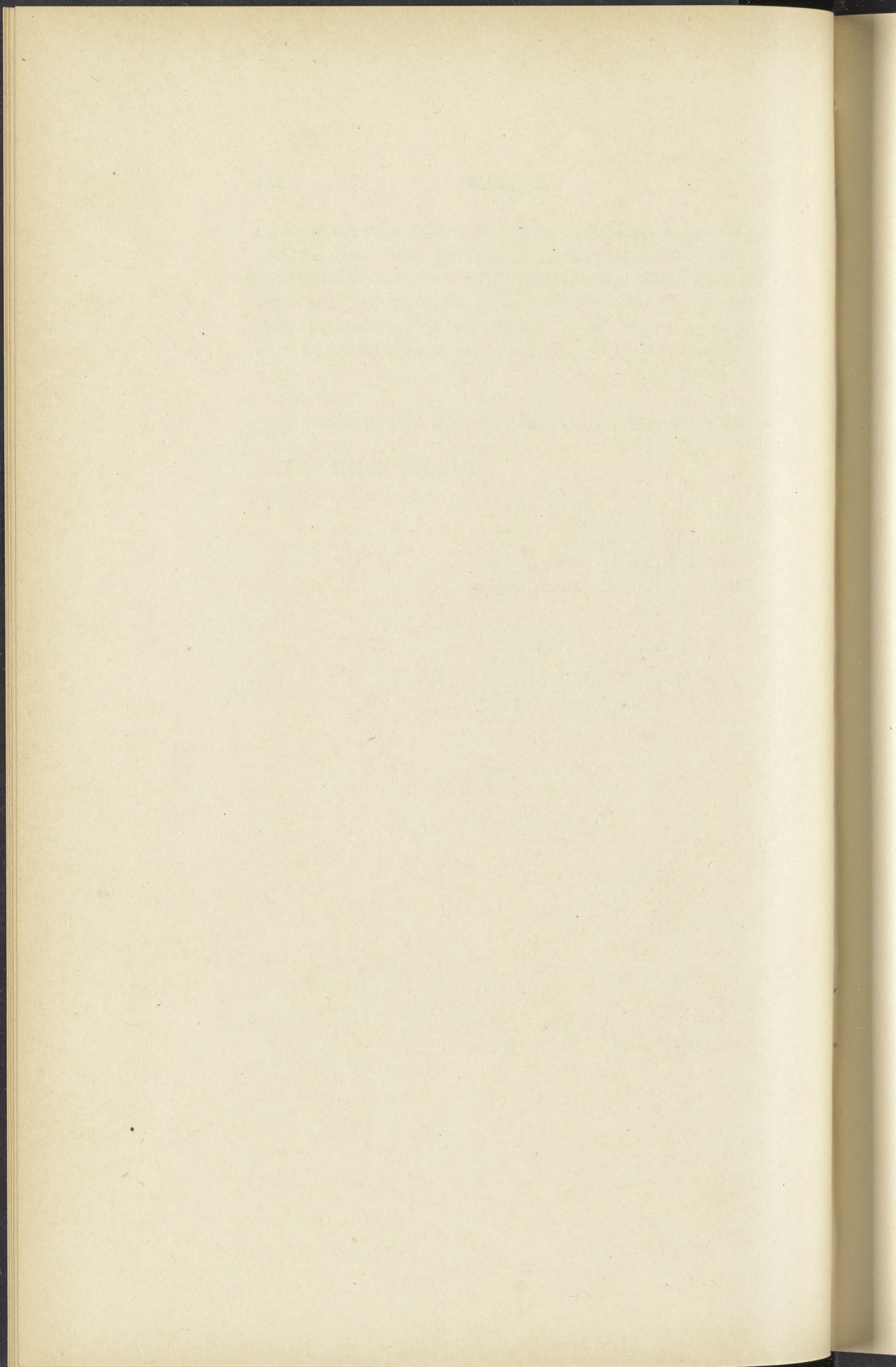
HELEN M. DICKEY.

10

Sworn and subscribed to before me this 28th day of December, 1928, by the above named who is personally known to me.

Thomas J. Morris,
Notary Public of N. J.
Com. Exp. 1-7-1932.

20



DEED—Bargain and Sale.

EXHIBIT D-1

THIS INDENTURE, Made this TWENTIETH day of MARCH, in the year of our Lord One thousand nine hundred and twenty-three (1923.)

BETWEEN DANIEL F. CAMPBELL, of the Township of Bordentown, in the County of Burlington and State of New Jersey, party of the first part, and CATHERINE CAMPBELL, of the City of Trenton, in the County of Mercer and State of New Jersey, party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR (and other good and valuable consideration) lawful money of the United States of America, to him in hand well and truly paid by the said Catherine Campbell, party of the second part, before the sealing and delivery of these 20 presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed and by THESE PRESENTS, does grant, bargain, sell, alien, release, convey and confirm, unto the said party of the second part, her heirs and assigns, ALL THE FOLLOWING TRACTS or parcels of land and premises, situate in the Township of Bordentown, County and State aforesaid, bounded and described as follows:

FIRST TRACT: BEGINNING at a post standing at low-water mark on the South side of Crosswicks Creek and corner to land of Mary H. Pearson, thence along her line South ten degrees West fifty-seven chains and seventy-eight links to land of the Camden and Amboy Railroad and Transportation Company; thence along their line North forty-three de-

grees East thirty-six chains and thirty-nine links to a post corner to land, late James D. Kelley, deceased; thence North ten and a half degrees East eleven chains and thirty-three links to a willow in the meadow; thence North seventy-one and a quarter degrees West one chain and fifty-four links to a stake standing at the head of a ditch; thence along the same North nine and a half degrees East eight chains and seventy-five links to a stake at low-water mark in said creek; thence down the same at low water mark the several courses thereof to the Beginning. CONTAINING seventy-eight acres and eight hundredths of an acre of land, more or less.

10
20 SECOND TRACT: BEGINNING at a stone standing in the middle of the Groveville road and corner to land, late Kelly's; thence running North ten and a half degrees East seven chains and forty links to land of said railroad company; thence along the same South forty-three degrees West fifty chains and eighty-six links to a post, corner to said railroad's land; thence North fifty-one and a half degrees East forty-seven chains and forty-five links along the west side of the Turnpike to the middle of the Groveville road; thence North sixty-three and a half degrees West three chains and ten links to the Beginning. CONTAINING seventeen acres and seventy hundredths of an acre of land, more or less.

30 THIRD TRACT: BEGINNING at a stake in said line fifty feet from the center of the railroad tracks and running along the same North eleven degrees East eleven chains and forty-six links to a stake; thence North seventy and three-quarter degrees West one chain and fifty-seven links to a stake; thence North ten and a half degrees East eight chains and nine links to low-water mark in Cross-

wicks creek; thence up the said creek the several courses thereof until it comes to a line with a persimmon tree on the bank of said creek and a buttonwood near the bank of the railroad, which said trees stand on a course from each other South seventy and three-quarter degrees East five chains and ninety-eight links from low-water mark in said creek to a stake fifty feet from the center of the aforesaid railroad track; thence along said railroad fifty feet from the center to the Beginning. CON-10 TAINING seven acres and thirty-three hundredths of an acre of land, more or less.

EXCEPTING from the above described premises, the following tract of land: BEGINNING at a stake in the middle of the public road leading from Groveville to Trenton and in the Northeasterly line of land of the Amboy Division of the Pennsylvania Railroad and running thence (1) by said railroad line North forty-six degrees and fifteen minutes East 20 five hundred and seventy-two feet to a sassafras tree; thence (2) by said Chambers' other land South fourteen degrees and ten minutes West five hundred and sixteen and three-quarters feet to a stake in the center of said public road, an original corner of said Chambers' land; thence (3) along the middle of said road North seventy-one degrees and twenty-five minutes West three hundred and five and one-half feet more or less to said railroad line and place of Beginning. 30

EXCEPTING FURTHER THEREOUT AND THEREFROM, however, six separate tracts of land which have been sold by the party of the first part to divers persons, which said tracts of land are particularly described in the six following conveyances:

Daniel F. Campbell to Edward N. Inman, by deed, dated June 26, 1917, and recorded in Book 537 of Deeds, pages 396, &c.

Daniel F. Campbell to Elmer P. Dwier and Hannah E. Dwier, by deed, dated June 26, 1917, and recorded in Book 538 of Deeds, pages 40, &c.

10 Daniel F. Campbell to George W. Lippincott and Mary J. Lippincott, his wife, by deed, dated August 2, 1917, and recorded in Book 538 of Deeds, pages 183, &c.

Daniel F. Campbell to Rebecca Sutts, by deed, dated September 30, 1918, and recorded in Book 554 of Deeds, pages 172, &c.

20 Daniel F. Campbell to David T. Sprague and Ida M. Sprague, husband and wife, by deed, dated March 31, 1919, and recorded in Book 574, pages 316, &c.

Daniel F. Campbell to Joseph Heinz and Teresa Heinz, husband and wife, by deed, dated March 1, 1920, and recorded in Book 580 of Deeds, pages 231, &c.

30 BEING the same land and premises granted and conveyed to the said Daniel F. Campbell by James Hughes and John Hughes, by two separate deeds, the first of which deeds is dated May 17, 1911, and recorded in Book 473 of Deeds, pages 104, &c., and the other of said deeds is dated June 26, 1911, and recorded in Book 473 of Deeds, pages 202, &c., in the Burlington County Clerk's office, at Mount Holly.

TOGETHER with all and singular the rights, liberties, privileges, hereditaments and appurtenances

to the same belonging or appertaining, and also all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, of the said party of the first part, of, in and to the said premises, with the appurtenances. TO HAVE AND TO HOLD the above-mentioned and described premises, with the appurtenances, unto the said party of the second part, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever. 10

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

DANIEL F. CAMPBELL,
(LS)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
J. S. SWAIM.

20

STATE OF NEW JERSEY,
BURLINGTON COUNTY,
SS.

BE IT KNOWN, That on the TWENTIETH day of March, in the year of our Lord One thousand nine hundred and twenty-three, before the subscriber, an Attorney at Law of the State of New Jersey, personally appeared DANIEL F. CAMPBELL, single man, who is, I am satisfied, the grantor mentioned in the foregoing DEED OF CONVEYANCE, and the contents thereof being by me first made known unto him, he did thereupon acknowledge that he signed, sealed and delivered the same as his voluntary act and deed. 30

JOSEPH S. SWAIM,
Attorney at Law of New Jersey.

AGREEMENT—For the Sale of Land.

EXHIBIT D-3

ARTICLES OF AGREEMENT, Made the 30th day of AUGUST, in the year of Lord One thousand nine hundred and twenty-four (1924); Between CATHELINE CAMPBELL (widow) of the City of Trenton, in the county of Mercer and State of New Jersey, of the FIRST PART, and HOWARD W. DICKEY and HELEN M. DICKEY, his wife, of the City of Trenton, in the county of Mercer, and State of New Jersey, of the SECOND PART:

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the sum of THREE Hundred Dollars (\$300) to be paid and satisfied as hereinafter mentioned, and also in consideration of the covenants and agreements herein-
after mentioned, made and entered into by the said party of the SECOND PART, doth agree to and with the said party of the SECOND PART, that she, the said party of the FIRST PART, will sell and sufficiently convey to the said party of the SECOND PART, their heirs and assigns, by Deed of General Warranty, free from all encumbrance on or before the day of next
ensuing the date hereof, all those two lots, tracts, or parcels, of land and premises hereinafter particular-
ly described, situate, lying and being in the Township of Bordentown, in the county of Burlington and State of New Jersey, to wit,

LOTS NUMBERS 48 and 49, in Block "D" of Lots of the Piersonville Park Tract as delineated on a plan thereof made by the Trenton Engineering Company for Joseph Krumacker and filed in the Burling-

ton County Clerk's Office, at Mount Holly, in January, 1919, said lots being bounded as shown by the metes and bounds in said map as filed, the full and accurate description thereof to be embodied in the deed therefor when and as delivered by and between the parties hereto, or their successors in interest.

BEING two of the said lots of land and premises granted and conveyed in fee to the said party of the first part by deed dated June 30, 1924, and intended to be recorded, said grantee therein taking title of 10 record as recorded in the deed of said grantee's grantor, in the Burlington County Clerk's office, at Mount Holly, in Book 604 of Deeds, page 135, &c.

AND the said party of the second part for themselves, their heirs, executors and administrators, doth covenant, promise and agree to and with the said party of the FIRST PART, her heirs, executors, administrators and assigns, that they the said party of the SECOND PART, will pay and satisfy or cause 20 to be paid and satisfied, unto the said party of the FIRST PART, the said sum of Three Hundred Dollars as and for the purchase-money of the foregoing-described land and premises, in the following manner, that is to say:

By payment of the sum of Twenty-five Dollars (\$25) upon the execution and delivery of this Agreement; and thereafter monthly by monthly installments of not less than Ten Dollars (\$10) per month, until the full purchase-price shall be entirely paid 30 and satisfied.

Possession, subject to the terms of this agreement, may be granted to the party of the second part from and after the execution and delivery of this contract; but the taxes for said lo's to be borne and paid by said party of the second part when and as possession, and from the date thereof, shall be granted.

AND IT IS FURTHER AGREED, by the parties to these presents, that the said party of the SECOND PART, their heirs and assigns, may enter into and upon the said land and premises on the..... day of next ensuing the date hereof and from thence take the rents, issues and profits to their and their use, subject as aforesaid.

10 AND IT IS FURTHER AGREED, by the parties hereto, that the said Deed, as above provided for, shall be delivered and received at the offices of James V. Herron, Attorney, 115 Farnsworth Avenue, Bordentown, New Jersey, or elsewhere as may be determined, between the hours of .. in the .. noon and .. o'clock in the .. noon on the said day of .. next ensuing the date hereof as above provided.

20 AND for the performance of all and singular the covenants and agreements aforesaid, the said parties do bind themselves and their respective heirs, executors and administrators; and they hereby agree to pay, upon failure to perform the same, the sum of ONE HUNDRED DOLLARS which they hereby fix and settle as liquidated damages therefor.

30 IN WITNESS WHEREOF, the said parties have hereunto interchangeably set their hands and seals the day and year first above mentioned.

CATHERINE CAMPBELL,
(LS)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
DANIEL F. CAMPBELL.

