New Jersey Court of Errors and Appeals.

THE SUPREME COUNCIL OF THE ROYAL ARCANUM, a Corporation,

Complainant,

v.

MADELINE ALEXANDER,
Defendant and Appellant,

and

SIDNEY HERBERT ALEXANDER,
Defendant and Appellee.

On Appeal from Court of Chancery.

BRIEF OF DEFENDANT-APPELLEE, SIDNEY H. ALEXANDER.

By virtue of a bill of interpleader and decree thereon, in the Court of Chancery, filed by the complainant, the dispute in this case arises between the two defendants who are rival claimants to a fund of $3,000 which has been paid into Court.

William Henry Alexander, husband ~~and~~ Madeline Alexander, and father of Sidney H. Alexander was originally insured in the Royal Arcanum, a mutual benefit association, and had issued to him under the rules and regulations of that order, a benefit certificate (Case, p. 126), dated June 1st, 1889. No. 104801, the beneficiary therein named being his wife, Madeline

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Alexander. Under the regulations of the order, the constitution and laws of the Royal Arcanum, in evidence as "S-2" (Case, p. 25), "Section 333." "A member may at any time, when in good standing, pay a fee of fifty cents, make a written surrender of his benefit certificate, and direct that a new certificate be issued to him, payable to such beneficiary or beneficiaries as such member may designate in accordance with the laws of the order." And exercising such right and privilege William Henry Alexander had a new certificate issued on September 4th, 1912, payable to his son Sidney H. Alexander, as beneficiary, who is also the son of the defendant, Madeline Alexander (Case, pp. 122-123, Ex. S1), and resulting under the rules of the order, as far as the Royal Arcanum was concerned in the abrogation of the old certificate (Sec. 338, Case, p. 125).

Mrs. Alexander retained possession of the original certificate, the new certificate having been obtained under the laws of the order without surrender of the old, and Sidney H. Alexander had possession of the new certificate. Both filed claims for payment with the Royal Arcanum. The association realizing its liability to pay, refused to pay to either claimant, but subsequently under a decree in an action of interpleader, paid the amount due under the said policy, into the Court of Chancery.

The title of Sidney H. Alexander under the last certificate was attacked by his mother on two grounds:

(1) Because the change of the beneficiary was obtained and made by reason of an affidavit that was false and fraudulent.

(2) That Mrs. Alexander held the first cer-

tificate charged with an equitable lien for moneys advanced upon the credit of that certificate.

The case was fully tried out by Vice-Chancellor Backes, who decided against Madeline Alexander and in favor of Sidney H. Alexander (Case, pp. 104-112), and the decree now appealed from was entered awarding the fund on deposit in the Court of Chancery to the defendant Sidney H. Alexander.

In passing it may be well to recognize that this case is the result of a family dispute between mother and son, of long standing, and that the Vice-Chancellor was in a commanding position in receiving the testimony at first hand, to gauge the witnesses and to receive impressions from the testimony that were a substantial aid in the determination of the case. The cold type of a printed case does not carry with it that element of personality which in many instances is a valuable asset to the Judge charged with the determination, in affecting the credibility of a witness and the weight and effect of the testimony.

The Vice-Chancellor decided the case immediately after the hearing when everything was fresh in his mind, his memory active, and his impressions vital, and his reference in opinion (Case, p. 107, line 17). Where he says, "I cannot believe that the widow and this little daughter intended that their testimony could or should have that effect (perjury); but that is the implication," is illustrative of an impression he received at the trial that Mrs. Alexander at no time showed disrespect toward her deceased husband.

POINT 1.

The legal title to the fund is in Sidney H. Alexander.

There is little, if any, dispute of fact in the case. The legal title as evidenced by the last certificate, is in Sidney H. Alexander, the appellee. The deceased enjoyed the absolute right of change of beneficiary by the regulations of the Royal Arcanum, a mutual benefit association (Sec. 333, By-laws hereinbefore referred to), even without the surrender of the certificate. The undisputed facts in connection with the transfer of beneficiary are as follows:

The certificate remained unchanged from 1889 until 1912, and during that period of time Sidney H. Alexander was born and likewise a younger sister, Elsie Alexander (who was born, I think, in 1901). The record shows that there were a number of discensions in the family life; both between the mother and son and the mother and husband. The Vice-Chancellor did not deem it wise to receive any evidence in connection with the details of family troubles, and there is no necessity for going into them, except to note their existence, on the argument of this appeal. Suffice to say, however, that as the result of said troubles was that Sidney H. Alexander, the appellee herein, left his father's home in 1909, on Christmas day, and has lived separate and apart from him since that time. The father and son never had any trouble between them and remained affectionate and friendly up to the time of the father's death. He died suddenly November 28th, 1914.

Mrs. Alexander at the time of her marriage to her husband was possessed of no property and brought with her only $150.00 which she immedi-

ately expended. William H. Alexander was in the plumbing business in Englewood and continued at it steadily until it was sold by him subsequent to 1912. Mrs. Alexander received no money or property from any outside source, and what she is possessed of has come to her entirely through her relationship with Mr. Alexander. The testimony clearly shows that Mr. Alexander owned a large amount of real estate during the course of his career, and all of it has gradually found its way, by way of transfer, from him into his wife's hands and possession.

It is not necessary to go into any of the reasons or cause or necessity for making any of these transfers. The fact remains that at the time of Alexander's death, Mrs. Alexander had all of his property, conservatively estimated at $35,000.00, over and above mortgages on the various pieces, while he individually at the time of his death (and it undoubtedly was a contributing cause), found himself penniless and entirely in her hands. Likewise the wills executed from time to time and always in Mrs. Alexander's possession, left all of his property to her individually and absolutely.

When the break came between Mrs. Alexander and son, Mr. Alexander realized that the son need expect no leniency at the hands of his mother, and realizing this situation, he determined in 1911 to transfer to his son, Sidney H. Alexander, his only asset that was available, and that was the Royal Arcanum certificate.

Now, this was not the impulse of the moment, but the intent was formed long before it was consummated, when he, in 1910, went to Mr. Whyard the Secretary of the Royal Arcanum (Case, p. 95) and informed him that he was going to make a change in the beneficiary for the benefit of his son.

Mr. Whyard's specific statement is as follows (Case, p. 96): "He said, that if anything happened to him Sidney would not get anything from his mother and he knew his daughter would be well provided for, and he wanted to provide for his son." Two years expired before the certificate was actually transferred. At the first conference Alexander told Whyard that he could not produce the certificate (Case, p. 96) and that he did not know exactly where it was; that it was home somewhere; that he thought his wife had it. He was told he would have to make an affidavit to that effect before the Supreme Council would issue another.

Likewise, Charles Springer at the time Alexander had the certificate transferred in 1912 when Alexander visited Mr. Springer, Springer's testimony states that Alexander said to him, "Well, I have had it all made out to Sidney," he said it was about all that he could leave him; and likewise stated that Mr. Alexander said that all his property had been transferred to Mrs. Alexander's name, except the Englewood property.

An affidavit was prepared pursuant to Rule 336 of the constitutions and laws of the Royal Arcanum (Case, p. 128) which stated that the certificate "is not now in my possession, is lost and beyond my control, and cannot be found," and upon the filing of this affidavit the new certificate (S1, p. 122) was issued and delivered a short time after its issuance, to Sidney H. Alexander, the son, who did not know that the change was made, and in response to the Court's question (Case, p. 28) he said (Mr. Alexander, Sr.), "This is all I can leave you," he said that was all he could do.

There can be no question of the legality of making this transfer. It was permitted by the rules and regulations of the order, and in fact the com-

plainant admits the regularity of the proceedings in the bill of complaint, and that proper proofs of death were presented by Sidney H. Alexander, and that the complainant was then and is now ready to pay the said Sidney H. Alexander the sum of $3,000.00, but before payment was made, an adverse claim was presented by Madeline Alexander. The rules of the Royal Arcanum and the decisions support the doctrine as set forth in (29 *Cyc.*, 125, No. 2C):

> "The weight of authority, however, if there is nothing to the contrary in the statutes or in the society charter or laws, or in the certificate of insurance, is that the beneficiary originally designated has no vested interest in the contract, and hence the member may at his pleasure designate a new beneficiary, and thus defeat the original beneficiary's contingent right to the benefits."

It is not questioned that the technical rules and requirements of the organization were fulfilled in making the change in the beneficiary, and the validity of the change, other than the claim that the original certificate was impressed with a lien is not disputed, except upon the contention that the affidavit by which it was procured was false. Both claimants are qualified to be beneficiaries, as both are within the class permitted by the Royal Arcanum.

Vice-Chancellor Pitney in Tepper *v.* Supreme Council of Royal Arcanum (45 Atl., 115), takes it as "well settled that the beneficiary named by the member of the order has no vested right in the fund until after the decease of the member, for the latter has the right to change the beneficiaries at any time before his death," citing cases [the above opinion was reversed (47 Atl., 460), but on other

grounds]. See also, Britton *v.* Royal Arcanum, 46 Eq., 104-108.

The validity of the transfer is disputed by Mrs. Alexander on the ground that as the affidavit was false, the Royal Arcanum had no legal right to recognize it, and its recognition is void as against the original beneficiary. It has been previously pointed out and as supported by the decisions, Mrs. Alexander had no vested right in the certificate so that she had no rights which could be injured at the time of the transfer. Even if the affidavit was false and fraudulent, the Royal Arcanum was the only one who could question its validity, and having recognized the change and issued the new certificate, and waived any irregularity by the admissions in the pleadings, and the payment of the fund into Court, that question cannot be raised, even if it had any potency at the present time.

> "A falsehood or fraud that does not result in a legal injury can neither be made the foundation of an action or the grounds of a defence (Britton *v.* Royal Arcanum, 46 Eq., 108)."

The rule is well stated in 29 *Cyc.*, 135 (B):

> "It is generally held that the regulations concerning the method of changing beneficiaries are prescribed for the protection of the society and if the society has by waiver or estoppel lost its right to object to a change of beneficiary, no one else may raise that objection (see cases cited)."

In Cade *v.* Head Camp Woodsmen of the World, 27 Wash., 218, it was held that the beneficiary in the first certificate in a benefit society cannot avoid a second certificate, changing the beneficiary issued on affidavit of the insured that the first certificate was lost, when it was in the beneficiary's

possession, though the rules of the society provide that in case of change the first certificate should be surrendered, except where it was lost, and affidavit should be made to that effect; these provisions being for the benefit of the society only.

A by-law of a beneficial association provided the manner in which a change of beneficiary may be made cannot be taken advantage of by parties claiming the insurance (Depree *v.* Grand Lodge, 106 Iowa, 747):

> "Restrictions in laws of beneficial society as to method of changing beneficiary are matters of contract between it and assured, so that, a change has been made otherwise by assured with the assent of the society of the beneficiary cannot complain" (Supreme Court *v.* Davis, 129 Mich., 318).

The original beneficiaries in a benefit certificate cannot complain of the beneficiary association allowing insured to make a change in beneficiaries without a strict compliance with its by-laws (Ladies of Modern Macabees *v.* Daley, 131 N. W., 1127).

It is to be pointed out that under Section 336 of the by-laws, that if the member made the mere statement (1) "That the certificate is lost." (2) "Beyond a member's control," he would be entitled to have the change made irrespective of the facts thereof. As far as the necessity for making the statement that he did not know when it was lost or did not know in whose possession it was, it was immaterial, and surplusage, and even if he knew that at the time of making the transfer his wife had the possession of the certificate, a statement to the Royal Arcanum that the certificate was in his wife's possession and that it could not be obtained from that possession by him, would have warranted the Royal Arcanum under its rules

in granting the transfer. In fact a memorandum in the form of a decision by the Royal Arcanum under Section 333 on page 64, S.-2, is found to set forth the following which would indicate how broad the Royal Arcanum itself regarded the right of change, of the members:

> "Neither the opinion of the council nor its vote can deprive the member of the right to change his beneficiary, even when the council has preliminary information, charging him with maltreating and abandoning his wife, and with intoxication (Decision Pro., 1896, pp. 371-8)."

It is readily ascertained, therefore, that there is no necessity on the part of Alexander making any false statements and if any statements he made were not true (of course, not affecting the particular question as the certificate being lost or out of his possession or control), is not material, and could be safely disregarded. In fact, Mrs. Alexander cannot now complaint of a situation which at the time of the transfer was consummated she could not hinder, obstruct or prevent in any way. Surely she could not be placed in any better position now than she was at the time the transfer was actually made.

Then again, recourse is had to the statements made by Alexander to Whyard (Case, p. 96). Where they were discussing the details required to make the change, and he told Whyard that he thought his wife had it. Mrs. Alexander's statement goes to the length of saying that Alexander knew at the time of the transfer that she had the certificate, and therefore, his statement that he did not know in whose possession it was, was false.

The Vice-Chancellor's argument in the opinion

carries with it a great deal of weight. There is no testimony that in any degree conclusively shows that the statement was false, and in fact there is no testimony which would indicate that Alexander knew or should have known (if this were necessary) that the certificate was in possession of his wife. The only testimony from which any inference of any nature whatever can be drawn is that of Mrs. Alexander herself when she states that she had it in her possession in September, 1912, in a bank in Philadelphia, together with other papers that her husband had given her (Case, p. 31).

Mrs. Alexander fixes the particular date as April 14th, 1911 (Case, p. 35) when he gave her the policy with other papers, but she does not testify that he gave her any particular papers, except for the statement "These are yours, take care of them, put them in the bank box." While all the testimony of Mrs. Alexander is vague throughout, nevertheless there is an attempt to particularize it at this date and she identifies the date as April 14th, 1911, because she was in the midst of preparations preliminary to going to Atlantic City (Case, pp. 81-82-83), and refers to the Atlantic City accident as means of identifying the particular date; yet in a letter to the Royal Arcanum (Case, pp. 82-83) she refers to this accident, and in that letter claims that Alexander's mind was unbalanced by reason thereof, but fixed that date as April, 1912. The Whyard testimony indicates that Mrs. Alexander had possession of this certificate as far back as 1910. It will likewise be remembered, referring to the testimony of Elsie Alexander (Case, p. 53) where the identical words were repeated: "These papers are yours, take care of them." But there is no evidence as what the particular papers were or that he referred to them any way or that he

knew that this was included with the other papers, and it must also be considered that this litte girl was but 10 years old at this time, and a space of 5 years had elapsed and there was nothing peculiar or particular to bring her mind back in such detail to the 14th of April, 1911.

Mrs. Alexander testified (Case, p. 79) as follows:

> "Q. How do you fix April 14th, 1911, as the date? A. I do because of an automobile accident that happened on his way to Longport on that date. We were going away, when he discovered that we had papers in question that he had brought after disposing of the business to Mr. L. I., had my clothes on and the automobile was at the door. We were going to Philadelphia after a girl, and he was to take the route by automobile in case the roads should be bad and he would have to retract, as he had to do coming from Atlantic City the year before. He said, 'you get your girl, and I will go and open the house' he said, 'Why is it you think of the papers now' and he said, 'What do you do with your papers?' 'Do you know how large a bank box is?' I asked. 'Well' he said, 'all sizes, aren't they?' I said, 'Well, mine is only about 4″ wide, 12″ long and 2 1/2″ deep,' I said, 'I will tell you what I will do. I have fire insurance papers in my box; if you have any papers of any value give them to me and I will go put them in the box.' He put the papers all over the dining room table, opened a little folder he had, and he said, 'These are yours; you take care of them. These others I will take in the automobile back to Atlantic City and decide afterwards what I will do with them;' and that was when he gave me these four papers; the old will, the insurance paper in Prudential for $1,000, a deed of the cemetery lot, and this policy.
>
> "Q. Do you remember seeing this policy before that date? A. Which, the Royal Arcanum? Oh, yes, I had access to his safe."

There is nothing to show in detail, in the hurry if the moment where he selected a bundle of papers, opened a little folder and handed them to her, that he either saw or knew that the policy was in there. In fact, the probability is, that Mrs. Alexander from her natural business instincts, as illustrated throughout the trial, knew where the policy had always been kept, and having access to the safe, undoubtedly it had been in her possession long prior to 1912.

There is no perjury in the matter. The statement made by Alexander that he did not know where the certificate was, is not false because there is no evidence that he knew or from the facts should have known that his wife had the policy, and the view that the Vice-Chancellor takes of the evidence is the correct one, that the affidavit was not untrue.

"The new certificate was issued and its issue is warranted by the undisputed fact that it was beyond his control. Besides the fraud, if any, was perpetrated upon the association and it does not object to pay (Spengler *v.* Spengler, 55 Atl., 286)." That case is the case last referred to and is on all fours with this; on page 286 of the opinion is found the following:

> "It is said, however, that the change was effected by fraud, that Adolph Spengler made an affidavit that the policy was lost, and that this was false to his knowledge. I do not think the evidence justifies the inference that he knowingly asserted a falsehood. The delivery of the certificate to his wife occurred seven years before. He may easily have forgotten it. The clause I have quoted from the ninth article uses the language, 'lost or beyond his control.' He could just as easily and with perfect truth have sworn to the latter of these alternatives. By the language of

> the articles the legality of the issuance of a new certificate is made to depend upon the fact of loss or want of control and not upon an evidence of the fact."

Vice-Chancellor Stevenson in the above case in deciding that case, recognized this when he said:

> "The adjudicated cases in this State appear to me to show this beyond question. In Golden Star Fraternity *v.* Martin, 59 N. J. Law, 207, it is said by the Court of Errors: 'The beneficiary may be changed by the mere will of the member and without the beneficiary's consent. In such case the right of the beneficiary is not property, but a mere possibility or expectancy, dependent on the will of the member to whom the certificate is issued. For this reason the beneficiary's interest in the certificate and contract evidenced thereby, differs totally from the interest of a beneficiary named in an ordinary life insurance policy containing no provisions for the designation of a new beneficiary."

The delivery of the certificate does not in any way better or fortify a beneficiary's interest in the policy or certificate (Spengler *v.* Spengler, 55 Atl., 286).

Vice-Chancellor Pitney refers in the case of Supreme Council of Catholic Benev. Legion *v.* Murphy, 55 Atl., 509, in analyzing the case of Titsworth *v.* Titsworth, 20 Pac., 214, that "This payment is, however (referring to a payment by the association into Court), an admission on its part that the benefit certificate was actually issued and hence all contention as to whether its rules and regulations respecting these matters is out of the case and is entirely disposed of."

There can be no question, therefore, from the facts in this case that the legal title to the fund is in the appellee Sidney H. Alexander, and it

can only be defeated by submitting proof to the satisfaction of the Court of the existence of a superior equity which will defeat the legal title.

POINT 2.

No equitable lien, trust or valuable consideration affecting the policy has been shown to exist.

The situation in connection with equitable liens upon certificates of a mutual benefit association is well summarized in 29 *Cyc.*, page 127, pg. (II) under the head of:

> "*Exceptions and Limitations.*—The right of a member of a beneficial society to substitute a new beneficiary without the consent of the one originally designated, is limited by statute in some jurisdictions, and by the charter or laws of some societies. Apart from this, equities may exist in favor of the original beneficiary, which will preclude the member from substituting a new beneficiary who has no equity superior to that of the person originally designated, as where his status is that of a mere volunteer and not that of a *bona fide* purchaser, and a person may by his dealings with the beneficiary, estop himself to claim the fund under a subsequent designation as substituted beneficiary. An equity in favor of the original beneficiary, precluding the substitution of another in his place may rest on a contract between him and the member, based on a sufficient consideration, by which he is to receive the benefits. Thus, if a member designates a beneficiary, or having designated a beneficiary, delivers the certificate to him, on an agreement that he shall receive the benefits, in consideration of past advances made by him, or present or future advances, or in consideration of his promise to pay dues and assessments, which promise

> is fulfilled, the member cannot thereafter substitute a different person as beneficiary. However, the fact that the person originally designated incurs expenses with reference to the transaction on the faith of the designation, as by paying dues and assessments to keep the certificate alive, does not prevent the substitution of a new beneficiary in his place, in the absence of a contract that he is to receive the benefits, nor does the fact that the member delivers the certificate to the beneficiary as a gift preclude him from subsequently substituting a new beneficiary."

A good summary of cases taken from all parts of the United States, involving the elements necessary to effect an equitable lien of the nature contemplated in this case by the appellant is found in the note to the case of Martha Stronge *v.* Supreme Lodge, Knights of Pythias, 12 L. R. A., New Series, page 1207. The case just cited is a case of the New York Court of Appeals (189 N. Y., 346), and a short schedule and analysis of the particular elements found in each instance might be of value.

"Smith v. National Benefit Society (123 N. Y., 85)—Original beneficiary acquired a vested interest by reason of a contractual relationship."

Supreme Council Royal Arcanum *v.* Tracy (169 Ill., 123)—Where a certificate upon a husband's life was issued payable to his wife, pursuant to an agreement that she should advance him a certain amount of money and should be the beneficiary and the certificate should be turned over to her, and the money was advanced in pursuance of such agreement. Her right was upheld.

McGrew *v.* McGrew (190 Ill., 604)—Certificate payable to daughter under contract to take out of the proceeds moneys advanced during deceased's lifetime.

Leaf *v.* Leaf (92 Ky., 166)—The wife under agreement paid the assessments, and upon separation from the husband, the separation agreement included the benefit to her from the certificate.

Webster *v.* Welch (57 App. Div., 558)—The contract with the father by a daughter to support him as a consideration for her being named beneficiary was upheld.

In re Krause (28 Pittsb., L. J., 29)—Beneficiary supported by a contract to satisfy a debt to pay premiums and board of the member, is upheld.

Delaney *v.* Delaney (70 Ill. App., 130)—is a case where a member took out a certificate payable to his wife in consideration of past support and of some moneys that she had furnished or loaned to him, and that she paid his association fee, when he took out the certificate for her benefit and that she agreed with him to pay all dues and assessments that should be asked of her, there being no evidence of any subsequent assessments ever being asked from her. The Court found that the member did not give the certificate to his wife or make any contract with her that she should receive the insurance money therein, or that he would not change the beneficiary therein.

Sabin *v.* Phinney (134 N. Y., 423)—is a case where the husband took out a certificate payable to his wife and the same was delivered to her and at the same time, the wife took out a certificate in another order payable to her husband, the same being delivered to him. The husband paid the dues on both memberships, and he and his wife separated, at which time she took possession of the certificate issued to her, without his consent, and he took without her consent, the certificate issued to him, and named a new beneficiary. It was held that the wife had no vested right in the

husband's certificate which would prevent his designating a new beneficiary, the Court remarking that she never paid any expenses incidental to the membership of her husband in the society to which she belonged, and that no pecuniary consideration could be raised in her favor. The note above referred to makes this general statement (p. 1209), "The mere voluntary payment of assessments upon the certificate by the beneficiary named therein, without any agreement with the member to do so, will not deprive him of the right to change beneficiaries nor entitle the beneficiary originally named to the insurance fund as against a subsequent beneficiary named by the member in accordance with the rules of the association" (citing a large number of cases).

In the case of Masonic Benev. Assoc. *v.* Bunch (109 Mo., 560)—it was held that the payment of the assessments by the beneficiary would not give him a vested right in the certificate or prevent the member from substituting a new beneficiary, although the assessments were paid pursuant to an agreement to that effect before the certificate was taken out, the rule being in that State as laid down in the subsequent case of Grand Lodge *v.* O'Malley (114 Mo. App., 191)—that the party paying the insurance assessments will be entitled to be reimbursed for such payments. The fact that a husband names his wife as beneficiary and gives her the certificate with the intent that it shall be hers, and pays the dues thereon with community funds does not give her such a vested interest therein as to deprive the husband of the power of substituting another beneficiary (Cade *v.* Head Camp, 27 Wash., 218).

It will, therefore, be found necessary in order to charge this fund with any equity on the part of Mrs. Alexander to prove by satisfactory evi-

dence the existence between her and her husband of some agreement based upon a valid consideration in connection with the insurance policy. Both sides during the trial referred particularly to the case of Supreme Council, Catholic Benev. Legion *v.* Murphy (55 Atl., 497), affirmed by the Court of Errors without opinion upon the opinion of Vice-Chancellor Pitney in that case. The syllabus states as follows:

> "One insured in a beneficial association in favor of his wife who had possession of the certificate, told her after it had lapsed and he had ceased to have any income or property, if she would get it reinstated and continue the payments, she should have the benefit of the certificate. This she did, also supporting him, though he was able to support himself, but for his habit of drinking. At this time the by-laws of the association allowed a change of beneficiary only on the surrender of the certificate. Afterwards under a by-law thereafter passed allowing such change without such surrender, in case the certificate is beyond the member's control, he attempted to make a change in favor of a sister who had made some slight gratuitous gifts to him of spending money. Held on an interpleader by the association which paid the money into Court that the wife's equity was so strong that it could not be overcome, even if the designation of a new beneficiary was made by him of his free will, and was carried out with technicalities necessary to make the new certificate effective."

In the opinion the facts are detailed as follows:

> "At the time, in 1897, that the deceased delivered pass books to his wife with a request that she should revive the policy and keep it alive, with the promise that she should continue to be the beneficiary there-

> in named, he had stopped business, and had no income, and had become incapable by reason of his habits and disposition, to learn a living either for himself or his wife; and she took up the burden of furnishing that living both for herself and her husband, and by very hard labor in keeping a boarding house for young men, supported him from that time on until his death, in decency and comfort. She also, with her own money, earned with her own hands, paid the monthly dues and assessments to the complainant, and the quarterly and other dues of the Paulus Hook Council."

Further the Vice-Chancellor says:

> "The transaction referred to between the husband and wife when acted upon as it was by the wife, amounted to an irrevocable waiver by him in her favor of his right to exercise the power of change of designation. In this case if the wife, by the continued possession of the certificate under claim of right, with the consent of her husband, and the continued payment of the monthly and quarterly dues thereon, and by her continued support of her husband in anticipation of receiving the benefit of the certificate, acquired an equity in the fund created thereby, no act of her husband based on any new rule adopted by the complainant association, or anybody in any other manner can deprive her of that right."

The opinion largely goes into detail in connection with the method used in obtaining the transfer of beneficiaries, and with which we have very little concern as affecting the facts in this case.

It is, therefore, to be seen in the Murphy case that the policy had lapsed or was about to lapse, and unless it was restored would be of absolutely no value, and the basis of claim of the wife is ex-

pressly laid upon the agreement between her and the husband that she should take the necessary steps to restore it and pay the assessments and dues, keep the policy alive, support him, and the proceeds from the policy would be hers. There is no question in that case in the equitable rights of the wife. The case was honeycombed with undue influence and incapacity of the deceased member, and likewise the wife, from her actions, was entitled from every aspect to meritorious consideration of the Court, not only in connection with the policy, but in the support of her husband.

Vice-Chancellor Pitney goes on to analyze in the opinion of various cases, referring to the case of Grand Lodge *v.* Gandy (63 N. J. Eq., 692). He says.

> "I find that the learned Vice-Chancellor was there dealing with a case in which there was a complete absence of any equity, based on pecuniary consideration on the part of either claimant. The children to whom he awarded the money were the natural objects of his bounty and of his duty, while the claim of Miss Gandy was without the least fact to sustain it in the court of equity."

Referring to the case of Pennsylvania R. R. *v.* Wolfe 52 Atl., 247), he states:

> "The decedent was in possession of a benefit certificate in which his sister was named as beneficiary. Afterwards he married and agreed with his wife before marriage that he would make her beneficiary in place of his sister. This he never did, and died leaving his sister named as beneficiary. The certificate, therefore, became the part of a consideration of an antenuptial agreement and was sustained."

Leaf *v.* Leaf, analyzed by the Vice-Chancellor, is referred to hereinbefore in the first analysis under this point, but in connection with that case the Court said:

> "The money being paid into Court it was held that the first beneficiary, the divorced wife should take the fund, although, if the society had paid the money to the second beneficiary, such payment would have been upheld."

In connection with the case of Swift *v.* Railway Constructors Association (96 Ill., 309), the Vice-Chancellor remarks:

> "In 1877, being in California he signed an informal paper, stating that the certificate should be for the benefit of his wife. This paper was enclosed in a letter to his wife, wherein he asked her to pay the assessments, saying he would refund them to her, and also saying the certificate was hers if she wished to keep it. Thereafter she paid the assessments (only $38) and kept the policy alive. The wife was held entitled to the proceeds of the policy, under the doctrine of equitable assignment for a valuable consideration."

Referring to the claim of Mrs. Alexander and it must be remembered in considering such testimony that Alexander is dead, and that there is no way of disputing or contradicting such testimony; yet taking her testimony at its full value, there is nothing to indicate in the slightest degree that she had any understanding whatsoever with her husband about the Royal Arcanum policy of insurance. It must be remembered that up to the time of April 14th, 1911, there is no claim whatsoever on the part of Mrs. Alexander, and there is no testimony which even indicates to the slightest degree to the contrary that a policy was delivered to her

upon any understanding whatever. In fact the Vice-Chancellor finds as a conclusion of fact that she gave no valuable consideration for the certificate at the time it was delivered to her, under her testimony, on April 14th, 1911. Her claim is that subsequently she advanced money to her husband on the strength of the security of her certificate, but the Court may search the record from end to end without finding any reference by Alexander himself or statements made by him to Mrs. Alexander in connection with any moneys advanced by him.

In analyzing the testimony of Mrs. Alexander we find the following (Case, p. 32):

> "Q. At any time after the policy was issued and you were his beneficiary, did your husband ever talk to you about that policy?
> "A. Yes.
> "Q. What did he say about it, if anything?
> "A. On one or two occasions he said he couldn't give me money because he had to meet the premiums and he also alluded to the fact that some of these days I would be better off if he were dead."

No date is given as to this statement being made. Then follows testimony indicating that she had tabulated the money which she had loaned to him since 1911, amounting to $9,000. No tabulation was ever produced (Case, p. 35):

> "Q. Can you recall at any time whether or not your husband referred to you as the beneficiary under his life insurance policy?
> "A. Yes, sir.
> "Q. Many times did he do that?
> "A. Oh, yes.
> "Q. Do you know why he made mention of the policy to you?
> "A. On several occasions because he found I was doing so much for the family.

"Q. Was it because you were loaning him money?

"A. Yes, sir.

"Q. Can you tell the Court when it was that your husband had this conversation about the policy, and he called your attention to the fact that the money would be yours?

"A. When he gave me this certificate, do you mean?

"Q. Any time.

"A. That was on April 14th, 1911, and he made allusions to it when he got notice from the Arcanum that its premiums were due and he couldn't pay them."

There is nothing in this testimony that indicates the dates under which the statements were made or any agreement on her part with him to loan any money on security or to do any act in consideration of which he was to get the benefit of the insurance (Case, p. 36):

"Q. Did you pay any premiums on the policy after that?

"A. In November, 1913.

"Q. How much did you pay?

"A. $40 to pay his Royal Arcanum and interest on the second mortgage of $30."

The only effect of this statement, if true, would be to indicate that she advanced him $10 with which to meet his dues, but there is no statement that she paid it directly to the Royal Arcanum or that this money was used to pay any dues in the Royal Arcanum.

The testimony above referred to is the only part of the record which shows any connection whatsoever with the insurance policy, and the case is absolutely blank in showing any reference whatever to any agreement between the parties whereby the policy was in any way considered as security for advances or loans. No premiums were paid by

Mrs. Alexander to the Royal Arcanum; the nearest she comes to it is to indicate that at one time she advanced him $40 to pay some bills, $10 of which she said was for the Royal Arcanum premium.

As against her contention must we put the well defined intention of William H. Alexander, the deceased, to transfer to his son, Sidney H. Alexander, as far back as 1910 the $3,000 insurance policy in the Royal Arcanum, as the only provision he could make for him out of all his property, the rest having been corralled and secured by the domination of his wife, and it is hard to understand or believe when Mr. Alexander knew of and was impressed by this situation that he should in any way incumber or change the only asset in his possession, which he intended to go to his son at his death.

As a matter of fact, throughout this case it is apparent to everybody, that the son's equity in fact was superior in every degree to that of his mother. It was not unnatural for him to expect that his father would make a more or less distribution of his property among his wife and children at the time of his death. There had been no estrangement between Alexander and his son; there was no reason why the son should be kept away from the parental bounty naturally following the father's death. Likewise it was natural for the father to want and to understand that some of his property ought to go to his son at the time of his death.

The Vice-Chancellor found as a fact, and an examination of the record will justify it, that Mrs. Alexander accumulated before the death of Alexander all of the property, consisting of very many parcels and amounting in the aggregate to an equity of $35,000. In fact Mrs. Alexander so admits (Case, p. 49):

"Q. You collected the $1,000 insurance also?

"A. Yes, sir.

"Q. So that practically outside of that, all of the property that Mr. Alexander ever owned, all of it came into your hands at some time or other, except this policy for $3,000 of the Royal Arcanum?

"A. Yes, sir."

It is evident that by virtue of persistence, objection and obstruction, Mrs. Alexander from time to time compelled the conveyance by her husband to her of every piece of real estate that he owned, including the last parcel only a very short time before his death, and in reference to the last parcel, she obstinately refused to sign off her dower rights at any time, and thus prevented a sale.

It does not lie with her at this time to insist upon her claim of an alleged indebtedness of $9,000 because in the first place, this is shown as an accumulation from 1911, up to the time of the death of Alexander, and almost every item, as the cross examination brought out of Mrs. Alexander, was for expenses involved by the real estate, for interest, taxes, assessments, repairs and other details, upon parcels of property, each one of which is now in the possession of and the title to which was in the name of Mrs. Alexander before the death of her husband, so that even if the money was loaned to Alexander individually, the money shown by the payment of the checks, and the checks with very few exceptions are made payable to others outside of Alexander, and the signatures on the back of the checks and the names of the payee indicate and Mrs. Alexander in her testimony admits her knowledge of where the money went to, not only shows a detailed knowledge on her part of the particular business involved, but taken into consideration

with her line of action, she undoubtedly knew that all of this money would come back to her in the real estate. On page 76, she admits:

"Q. That is included in the $9,000?
"A. But I have never had any of it back again.
"Q. All of it has gone into real estate in one form or another?
"A. In that way, yes."

There is no question but that all of the $9,000 alleged by her to be moneys advanced to Alexander with but exceptions of a very small amount, if any, went into the real estate, and all of that money has come back to her when she obtained title to the premises. Suppose, for a moment, that she owned the property at the time these expenditures were made, she then would have individually been compelled to meet these expenditures and she would be no better off than she is at the present time in her title to the property in her own name, and the moneys having been expended by Alexander ultimately for her benefit.

Where can it be said that from the testimony in this case, an agreement can be even inferred between Mr. and Mrs. Alexander in connection with the insurance policy involved in this suit. It was delivered to her under no agreement. It was originally issued under no understanding whatever with Mrs. Alexander. No premiums have been paid by her to the Insurance Company thereon. No moneys have been advanced upon the credit or security of the policy, and there is no evidence or testimony of any talk by Alexander that he in any way pledged the certificate to his wife for any consideration whatever.

In conclusion it seems to be apparent that this Court should sustain what William H. Alexander

designed and executed as a substitute for a testamentary disposition to his son. The mother and daughter have received substantially, as the record shows, at least $36,000, and the son has only the $3,000 coming to him as his share of his father's estate. Surely this division of the property accumulated by his faher cannot be said to be inequitable to such an extent that he should be deprived of any property whatever from the hands of his parent.

The decree of the Court of Chancery should be affirmed.

Respectfully submitted,

WILLIAM M. SEUFERT,
Counsel for Defendant,
Sidney Herbert Alexander.

NEW JERSEY COURT OF ERRORS AND APPEALS.

THE SUPREME COUNCIL OF THE ROYAL ARCANUM, a corporation, *Complainant,* and MADELINE ALEXANDER, *Defendant & Appellant,* and SIDNEY HERBERT ALEXANDER, *Defendant & Respondent.*	ON BILL OF INTERPLEADER.

BRIEF ON BEHALF OF APPELLANT

The appellant, Madeline Alexander, and William H. Alexander were married in the City of Philadelphia, on February 6, 1883, and went to Englewood, New Jersey, to live, where Mr. Alexander was engaged in the plumbing business. At the time of the marriage, Mrs. Alexander had in cash one hundred and fifty ($150) dollars, and Mr. Alexander had a one-third interest in a small property at Englewood. Mr. Alexander remained in the plumbing business at Englewood until the year 1911, when he sold out. Mr. and Mrs. Alexander were rather prosperous and accumulated some property. There were two chil-

dren born as the issue of the marriage, to wit, Sidney Herbert Alexander, who is now thirty-three years of age, and Elsie Alexander, now fifteen years of age. Shortly after their marriage, and on May 3, 1889, Mr. Alexander became a member of the Royal Arcanum, and entitled to a death benefit of $3000. This policy was made payable to Mrs. Alexander, Mrs. Alexander was present when the agent and her husband arranged for the policy, and she knew that she was the beneficiary under the policy. The policy was kept first, in the drawer in their little plumbing establishment, and then later, placed in the safe, where both husband and wife had full access, and about a month after Mr. Alexander went out of business, and on April 14, 1911, as they were about to start from their home in Arlington to open their cottage at Longport, Mr. Alexander gave to Mrs. Alexander four papers, among them, the original policy of the Royal Arcanum, and Mrs. Alexander put them in the bank. She had actual possession of the policy from that time until her husband's death, which occurred on November 28, 1914. On August 31, 1912, Mr. Alexander made the affidavit, on the strength of which the Royal Arcanum issued a new certificate, payable to Sidney Herbert Alexander, the son. Mrs. Alexander had no knowledge of the attempted change until about six weeks after the death of her husband, and after she had presented the original certificate to the Royal Arcanum for payment. The Royal Arcanum declined to determine the right of the respective parties, and paid the money into court and obtained a decree that they interplead, and this was done. The case was heard before Vice-Chancellor Backes, who awarded the $3000 to the son. (Conclusions, p. 104.) The appellant seeks a reversal of the chancery decree.

LAW.

"The right of a member of a beneficial society to substitute a new beneficiary without the consent of the one originally designated is limited by statute in some jurisdictions, and by the charter of laws of some societies. Apart from this, equities may exist in favor of the original beneficiary which will preclude the member from substituting a new beneficiary who has no equity superior to that of the person originally designated, as where his status is that of a mere volunteer and not that of a *bona fide* purchaser; and a person may by his dealings with the beneficiary estop himself to claim the fund under a subsequent designation as substituted beneficiary."

29 *Cyc.* p. 128 and cases cited.

"Under a policy of life insurance, in the absence of any express stipulations authorizing a change of beneficiary by the assured without the consent of the original beneficiary, the beneficiaries named in the policy have a vested interest in the proceeds from the time the policy is taken which cannot be defeated by an assignment without their consent. Under a policy for the benefit of the wife and children of the insured, an assignment by the insured will not cut off their interest even though it is contingent at the time the assignment is made. The surrender by the insured of a policy payable to a beneficiary and the acceptance in lieu thereof of a new policy payable to another

beneficiary is in effect an assignment and is invalid as to the original beneficiary."

25 *Cyc.* p. 778 and cases cited.

We rely for a reversal of the Chancery decree upon the principles of law above cited, as applied to the evidence in this case.

My contention is, that the case of the *Supreme Council Catholic Benevolent Legion vs. Murphy, et. al.*, 65 Eq. p. 60 and 55 Atlantic p. 497, is controlling. The provisions in the certificate in the Murphy case are identical with the provisions in the present case, and the Court of Chancery held on an interpleader by the association, which paid the money into court, that the wife's equity was so strong that it could not be overcome, even if the designation of a new beneficiary was named by him of his free will, and was carried out with the technicalities necessary to make the new certificate effective.

ARGUMENT.

Mrs. Alexander knew from the time of the making of the original certificate that if she survived her husband, she would be the recipient of the $3000. That may have been an inducement for her to become, during their married life, the business woman that she proved herself to be, as is shown very clearly by the testimony, and the conclusions of the Vice-Chancellor. This testimony clearly shows that it was through the business methods and good management of Mrs. Alexander, that the two of them were able to secure the amount of property which

they had at the time Mr. Alexander retired from the plumbing business in 1911. Mrs. Alexander, not knowing of the attempted change of beneficiary, even after the death of her husband, paid all of his debts then existing, amounting to several thousand dollars, (pp. 33, 34, 100) relying upon the anticipated receipt of the three thousand dollars from the Arcanum (pp. 33 and 35). After Mr. Alexander retired from the plumbing business, his wife gave him several thousand dollars to go into business (p. 91, l. 10), and no questions were to be asked as to when or how it was to be used.

Mrs. Alexander had a vested right in the Benefit Certificate because she knew from the first that she was named as beneficiary. Both husband and wife had access to it from its date to March 6th, 1911, when Mr. Alexander retired from business (p. 31, ll. 10-20). She paid premiums (p. 36, l. 10), loaned him money and helped him in business, knowing all the time she was the beneficiary, and she paid his bills after death. On April 14, 1911, just over one month after he retired from business, he gave her the actual and exclusive possession of the certificate, and she retained it as her sole property until his death. He never requested its return. If it did not exist before, on April 11, 1911, when Mr. Alexander gave this Policy or Certificate to his wife, it then amounted to an irrevocable waiver by him in her favor of his right to exercise the power of change of designation.

Mr. Alexander must have known when he made that affidavit (Ex. M5, p. 128) that it was false, or else he was insane or subject to undue influence. In either case it is a fraud on Mrs. Alexander. In the Murphy Case, above cited, there was a consideration for the change of the beneficiary, for the sister had

loaned or given him money, but there is no money consideration for a change in the case at bar. Where a contract of insurance is made payable to designated beneficiaries, and prescribes a proceeding for divesting their interest, in favor of another beneficiary, such interest can be divested, in the absence of an assignment by the beneficiaries themselves, only by following the procedure so prescribed.

Sullivan, et al., vs. Maroney, et al., 78 Atl. p. 150; 77 Eq. 565.

Courts can only interpret and enforce contracts of such associations with their members according to their terms, and cannot correct them if their necessary construction does injustice.

Golden Star Fraternity vs. Martin, 35 Atl. p. 908.

The By-Laws of the Arcanum provide that a new certificate with a new beneficiary may be issued if the Benefit Certificate is lost or beyond a member's control (p. 124).

It is absurd to say that the certificate which Mr. Alexander gave his wife on April 14, 1911, was lost or beyond his control. He did not request it, therefore it was not beyond his control. (See Ex. M5, p. 128.)

There is abundance of evidence that he gave this policy to his wife on April 14. At the same time he gave her a similar policy for $1000 in the Prudential. Both policies had been kept together.

I, therefore, ask that the Chancery decree be reversed, and a decree directed to be entered according to equity.

HARRISON H. VOORHEES,
Solicitor for and of Counsel with Appellant.

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BILL OF INTERPLEADER.

IN CHANCERY OF NEW JERSEY.

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

The complainant, the Supreme Council of the Royal Arcanum, a Fraternal Beneficiary Association, incorporated under the laws of the State of Massachusetts and authorized to do business in the State of New Jersey, having complied with all the statutory requirements thereof, with its principal office at 407 Shawmut Avenue, Boston, Mass., respectfully shows:

1. On May 3, 1889, one, William Henry Alexander, then residing at Englewood, Bergen County, New Jersey, made application for membership in Fairview Council #498, a subordinate council of the complainant, located at Fairview, Bergen County, New Jersey, and named therein that the benefit to be paid by the Royal Arcanum upon the death of the said member, to wit: the sum of $3000.00, should be paid to Madeline Alexander, his wife.

2. Said William Henry Alexander was, on May 3, 1889, duly elected and received as a member of the said Fairview Council #498, and thereupon a Benefit Certificate #104801 was issued by the said complainant to the said William Henry Alexander, in which, among other things, the Royal Arcanum agreed that upon satisfactory evidence of the death

of the said member and upon the surrender of said certificate and the other conditions of the said application, and the member complying in the future with the rules, laws and regulations now governing the said Council and fund, or that may hereafter be enacted by the said Supreme Council to govern said Council and fund, it would pay to said Madeline Alexander $3000.00 provided, however, that said certificate shall not have been surrendered by said member and another certificate issued at his request, in accordance with the laws of this order, and which said certificate, with the conditions named therein, was accepted by the said William Henry Alexander by his signature in writing thereto. On August 31, 1912, the said William Henry Alexander, in writing, certifying to the complainant that the said Benefit Certificate #104801 was not now in his possession, it being lost or passed beyond his control and can not be found, as required by the Constitution and Laws of the complainant, and thus verifying that said certificate was lost, asked that a new certificate be issued to him by the complainant payable to Sidney Herbert Alexander, his son, age twenty-eight years, residing in the City of Englewood, New Jersey.

3. By Section 324 of the Constitution and Laws of the complainant, a benefit by the Royal Arcanum may be made payable, among others, to the member's wife or to his children. By Sections 333, 334, 335, 336, 337, and 338, a method was provided whereby a member could change his beneficiary at any time upon complying with the laws of the said Constitution and Laws as stated in said sections, and if the Benefit Certificate was lost or beyond control, change could be made as follows:

"Section 336. In case a Benefit Certificate is lost or beyond a member's control, the member may, in writing, surrender all claim thereto, and direct that a new certificate be issued to him, payable to the same or a new beneficiary or beneficiaries in accordance with the laws of the order, and be entitled to such new certificate if, but not until, he shall furnish proof of the facts in the case by an affidavit or otherwise to, and to the complete satisfaction of, the Supreme Secretary, and shall pay the required fee of fifty cents."

and upon a new certificate being issued, the old Benefit Certificate was cancelled, as appears by the following:

"Section 338. The issuing of a new Benefit Certificate, in accordance with the laws of the order, shall cancel and render null and void any and all previous certificates issued to a member, but this provision shall not limit or effect any other law of the order rendering null and void such previous certificate, nor shall such issuance be a necessary condition precedent to such cancellation."

4. By reason of the said William Henry Alexander thus complying with the Constitution and Laws of the complainant and furnishing the proof to the satisfaction of the Supreme Secretary, that the Benefit Certificate which named said Madeline Alexander as beneficiary was lost and beyond his control, on September 4th, 1912, a new Benefit Certificate was issued in which the son, Sidney Herbert Alexander, was named as the beneficiary which new certificate was accepted by the said Sidney Herbert

Alexander and which contained the same conditions as did the certificate that had been issued naming the said Madeline Alexander as beneficiary.

4½. On November 28th, 1914, William Henry Alexander died, and proper proofs of death were presented to the said complainant, and the said complainant was then, and is now, ready to pay to the said Sidney Herbert Alexander the sum of $3000.00, but that before said payment was made by the said complainant, the said Madeline Alexander made claim to the said sum of $3000.00 by reason of the Benefit Certificate, hereinbefore mentioned, which had been issued, and, as the complainant believes, cancelled by the issuing of the second certificate, said Madeline Alexander claiming that on August 31st, 1912, when the said William Henry Alexander, in writing, advised that the said Benefit Certificate was lost and beyond his control and that a new one should be issued in place thereof, naming the said Sidney Herbert Alexander as beneficiary, the said William Henry was not of sound mind and that he was not competent to realize what he was doing, and that he was unable, legally, to make such affidavit and request for change of Benefit Certificate.

5. Not knowing what the mental condition of the said William Henry Alexander was upon August 31st, 1912, but believing from the paper in its possession and which was signed by the said William Henry Alexander and there being nothing thereon to indicate that the said William Henry was not sane, and competent to make said request for change of beneficiary, your complainant now is in doubt as to whether the said William Henry was competent at the time, August 31st, 1912, when he made such

affidavit and requested such change, to so act and to so request, but having acted in good faith in accepting the said act of the said William Henry and in having issued the said certificate naming the said Sidney Herbert as beneficiary, and recognizing that there was doubt as to whom it should lawfully pay the said sum of $3000.00, has not paid to either the said Madeline or to the said Sidney Herbert the said sum of $3000.00, and that it is desirous of paying to said person, who may be entitled thereto, and to whom it ought to pay the same, and therefore, offers to pay the same into this Honorable Court that it may decide, as between the said claimants, as to whether the said Benefit Certificate last issued was issued upon the request and affidavit of William Henry Alexander when he was in a sane mind and competent so to do, or whether the said William Henry was not so sane and competent, and that, therefore, the former certificate, naming the said Madeline as beneficiary, should be the one because of which the said sum of $3000.00 should be paid.

6. On May 20th, 1915, said Sidney Herbert Alexander brought suit in the Supreme Court of New Jersey, Bergen County, against this complainant for the said sum of $3000.00 and that service was made of the summons and complaint upon this complainant, and that said action is now pending in the Supreme Court of this State.

6½. It does not collude with either the said Madeline Alexander or the said Sidney Herbert Alexander touching the matters in this cause, that it has not been indemnified by said defendants or any or either of them, but brings this suit of its own free will and to avoid being molested and injured, touch-

ing the matters contained in this bill. The complainant, therefore, without adequate remedy in the court of law, prays that the said defendants may answer this bill, without oath, and interplead and settle their right to the said sum of $3000.00; that the said Sidney Herbert Alexander may be thereupon perpetually restrained and enjoined from further prosecuting his suit at law against this complainant; that the complainant may be at liberty to pay the said sum of $3000.00 into this court, and upon payment into court of said amount and the said defendants interpleading, according to the course of this court, that it may be decreed to be discharged from all liability to such defendants and may have all its costs herein.

7. That a writ of subpoena may be issued, commanding said defendants to answer this bill of complaint, and abide by such decree as this Court may make in the premises.

W. Holt Apgar,
Solicitor for and of Counsel with Complainant.

State of New Jersey,
Mercer County, } *ss.*

W. Holt Apgar, of full age, being duly sworn according to law, says that he is the solicitor of the above-named complainant in the above-entitled cause; that likewise he is an official of the complainant, being known as "Examiner of Claims," having charge of death claims against the complainant, and

that as such official, as well as the solicitor for the said complainant in this case, he has, on the files of his office, all the papers and matters connected with such cause, and has peculiar knowledge of the same; that the complainant has exhibited this Bill of Interpleader against the defendants in the above-stated cause without any fraud or collusion between it and the said defendants; that said bill is not exhibited at the request of said defendants or of any or of either of them; and that the complainant is not indemnified by the said defendants or by any or either of them.

And he further says that the complainant has exhibited said bill with no other intent than to avoid being sued or molested by the said defendants touching the matters contained in said bill.

W. Holt Apgar.

Sworn and subscribed to before me this 7th day of August, A. D. 1915.

Richard S. Wilson,
M. C. C. of N. J.

ANSWER.

IN CHANCERY OF NEW JERSEY.

Between THE SUPREME COUNCIL OF THE ROYAL ARCANUM, a corporation, *Complainant,* and MADELINE ALEXANDER AND SIDNEY HERBERT ALEXANDER, *Defendants.*	ON BILL OF INTERPLEADER. ANSWER OF MADELINE ALEXANDER, ONE OF THE DEFENDANTS.

The defendant, Madeline Alexander, answering the bill of complainant in the above-entitled cause, says:

FIRST.

The defendant admits the matters contained in paragraphs one and two of said bill.

SECOND.

Answering paragraph three of said bill this defendant says that she has no knowledge of any method provided by the complainant, by which a

member can change his beneficiary certificate at any time, other than contained in the said bill, but this defendant says that several years prior to the alleged change of beneficiary by the said William Henry Alexander, the said William Henry Alexander gave to this defendant the beneficiary certificate No. 104801, in which certificate this defendant was named as beneficiary, and that she had no knowledge of any change in the beneficiary until a long time subsequent to the death of her said husband; that relying upon the gift of the said certificate by her said husband to her, this defendant from time to time paid the dues and assessments, or in some cases, gave her husband the money in order that he might pay the dues and assessments to the complainant.

THIRD.

Further answering paragraph three of said bill, this defendant says that her husband well knew that she was in possession of said certificate, and that it was in a safety box in a bank, rented by this defendant; that her said husband well knew that the same was not lost, but was under the absolute control and ownership of this defendant; that her said husband never requested her to surrender said certificate, or never in any way referred to it, except at times, referring to the fact that she was to receive the benefit under said certificate; that at the time her said husband made the affidavit that the certificate was lost or beyond his control, the statement was false and untrue.

FOURTH.

This defendant relying upon the fact that she was

named as the beneficiary under said certificate issued by the said complainant, and it was in her possession, given to her by her said husband, this defendant advanced money to pay the dues and assessments, and also paid premiums upon a life insurance policy on the life of her said husband, and still relying upon the fact that she was to receive the $3000 mentioned in the certificate, and also the $1000 upon a life insurance policy, she paid out of her own funds, a sum of money far in excess of the total amount she expected to receive, in liquidating the debts and claims against her deceased husband.

FIFTH.

This defendant denies that the attempted change of beneficiary as set out in paragraph four of said bill, entitled the defendant, Sidney Herbert Alexander, to any right under said certificate.

SIXTH.

This defendant answering paragraph 4½ of said bill says, that she admits the said William Henry Alexander died, and proper proof of death presented to the complainant.

SEVENTH.

Further answering paragraph 4½ of said bill, this defendant says, that she has no knowledge as to what the complainant believes, as to whether said certificate was properly cancelled or not; this defendant, however, charges that the said William Henry Alexander was without power to change the beneficiary, because he had presented said certificate

to this defendant; and she relying upon being named as the beneficiary therein, paid certain sums of money to the complainant, and to others, for her said husband, and that by reason thereof, she had rights as beneficiary, which she could not be deprived of, without her knowledge and consent.

EIGHTH.

This defendant answering paragraph five of said bill says, that she admits that the complainant has not paid the said sum of $3000 to her, and believes that it has not paid said sum to Sidney Herbert Alexander, the other defendant herein, but believes that the complainant is willing to pay said sum of money to such person as this Honorable Court shall direct.

NINTH.

This defendant is informed and believes to be true, that the said Sidney Herbert Alexander has brought suit in the New Jersey Supreme Court, Bergen County, against the complainant, as in paragraph six alleged.

TENTH.

This defendant further charges that the said William Henry Alexander was without legal right to change the name of the beneficiary, for the reason that he, the said William Henry Alexander, had made a gift of said certificate to this defendant, and for more than twenty-three years, he had repeatedly had conversations with this defendant, referring to the fact that she was to receive the $3000 from the

complainant upon his death; that relying upon the anticipated receipt of this sum, this defendant had from time to time, given her husband money, as his necessities seem to require; that she had repeatedly signed deeds without consideration, for property for her husband, at his request, and when the question of propriety of her signing was considered, she was influenced to sign by reason of the fact that she was the beneficiary under said certificate; that she had always given her said husband money, with which to pay premiums on another life insurance policy, in which she was named as beneficiary, for the sum of $1000; and that after the death of her said husband, still relying upon the fact that she was the beneficiary, paid out large sums of money in liquidating the debts and claims against her husband's estate, to wit, more than $4000, all of which was paid prior to any knowledge on her part that there had been any attempted change of the beneficiary.

ELEVENTH.

That by the last will and testament of her said husband, she is the sole devisee; that since his death she has ascertained that his total estate amounted to practically nothing, there being in bank the sum of $1.97, which so far as this defendant has been able to ascertain, is all that the estate consists of.

TWELFTH.

This defendant further charges, that she had no knowledge of the making of the affidavit or of the attempted change of the beneficiary, and that the concealing thereof from this defendant was either by reason of an attempted fraud on her by her said

husband, or, because of his mental condition, that the said Sidney Herbert Alexander, and other relatives and interested persons, influenced the said William Henry Alexander to make the change in the beneficiary, and concealed the same from this defendant, which was a fraud upon this defendant, participated in by the said Sidney Herbert Alexander.

This defendant, therefore, joins in the prayer of the complainant, that the complainant be permitted to pay the money into this court, and that the rights of the parties hereto may be determined by this court, and that the court will be pleased to decree that the said sum of $3000 be paid to this defendant.

H. H. VOORHEES,
Sol'r for Madeline Alexander.

INTERLOCUTORY DECREE.

IN CHANCERY OF NEW JERSEY.

Between SUPREME COUNCIL OF THE ROYAL ARCANUM, *Complainant,* and SIDNEY HERBERT ALEXANDER AND MADELINE ALEXANDER, *Defendants.*	ON BILL, &c. INTERLOCUTORY DECREE.

This cause coming on to be heard upon notice, in the presence of W. Holt Apgar, solicitor and of counsel with complainants; William M. Seufert, solicitor and of counsel with the defendant, Sidney Herbert Alexander; Harrison H. Voorhees, solicitor and of counsel with the defendant, Madeline Alexander, and the argument of counsel having been heard, and it appearing to the court upon consideration thereof that the complainant held the funds in its bill mentioned for the true owner, without having or claiming any right or interest therein, and that the said funds have been deposited in this court to be delivered over to whomsoever may have the right thereto:

IT IS thereupon, on this 21st day of September,

A. D. one thousand nine hundred and fifteen, by his Honor, Edwin Robert Walker, Chancellor of the State of New Jersey,

Ordered, adjudged and decreed, and the said Chancellor does, by virtue of the power and authority of this court,

Order, adjudge and decree that the said bill of interpleader is properly brought by the complainant in this cause; that it is entitled to relief in this court.

And, it is further ordered, adjudged and decreed that the said complainant be dismissed from the further prosecution of this suit, with a counsel fee of seventy-five dollars, to be paid to its solicitor, W. Holt Apgar, and with its costs to be taxed, the said counsel fee and costs to be paid by the clerk of this court out of the funds deposited in this court, and that the complainant be released, acquitted and discharged from all claims or liabilities to either of the defendants in this suit, for, upon or by reason of said funds. And,

It is further ordered, adjudged and decreed that the said defendants do interplead, settle and adjust their several claims, demands and matters in controversy in this suit, as between themselves.

E. R. WALKER,
C.

Respectfully advised,
JOHN H. BACKES,
V. C.

STATEMENT OF CLAIM OF SIDNEY HERBERT ALEXANDER, ONE OF THE DEFENDANTS.

IN CHANCERY OF NEW JERSEY.

Between THE SUPREME COUNCIL OF THE ROYAL ARCANUM, a corporation, *Complainant,* and SIDNEY HERBERT ALEXANDER AND MADELINE ALEXANDER, *Defendants.*	ON BILL OF INTERPLEADER. STATEMENT OF CLAIM OF SIDNEY HERBERT ALEXANDER, ONE OF THE DEFENDANTS.

FIRST.

He is the son of William Henry Alexander who on May 1st, 1899, made application for membership in the Fairview Council #498, a subordinate council of the complainant, located at Fairview, Bergen County, New Jersey, and named therein that the benefit to be paid by the said Royal Arcanum upon the death of said member, to wit: the sum of three thousand ($3000.00) dollars should be paid to Madeline Alexander, the wife of said deceased William Henry Alexander.

SECOND.

On May 3rd, 1889, said William Henry Alexander was duly elected and received as a member of said Fairview Council #498, and thereupon the Benefit Certificate #104801 was issued by the complainant to the said William Henry Alexander, and which among other things the Royal Arcanum agreed that upon satisfactory evidence of the death of said member and upon surrender of said certificate and upon complying with certain other conditions of said application and the rules, laws and regulations, governing the said council of that might be enacted by the Supreme Council to govern said council, it would pay to Madeline Alexander the sum of three thousand ($3000.00) dollars, upon however, the express condition that the said certificate should not be surrendered by the said member and another certificate be issued at his request and in accordance with the rules and regulations of said organization.

THIRD.

On August 31st, 1912, the said William Henry Alexander in writing, certifying to the said complainant that the said Benefit Certificate #104801 was not in his possession, it being lost or passed beyond his control and could not be found as required by the constitution and laws of the complainant, asked that a new certificate be issued to him by the complainant payable to this defendant.

FOURTH.

That the said William Henry Alexander complied

with the constitution and laws of the complainant, and furnished the proof to the satisfaction of the Supreme Secretary of the said complainant, that the said Benefit Certificate was lost and beyond his control and on September 4th, 1912, a new certificate was issued in which this defendant was named as beneficiary and which certificate was duly accepted by the said Sidney Herbert Alexander and contained the same conditions as the former certificate which had named Madeline Alexander as beneficiary.

FIFTH.

On November 28th, 1914, William Henry Alexander died and proper proofs of death were presented to the said complainant and thereupon it was the duty of said complainant to pay to this defendant as beneficiary under the last-named certificate the sum of three thousand ($3000.00) dollars being the amount due to this defendant upon the death of said William Henry Alexander.

This defendant, therefore, says that by reason of the change of the certificate and name of beneficiary according to the constitution rules and regulations of the complainant, the said certificate issued to Madeline Alexander became null and void and of no effect, and that the certificate issued to this defendant remained in full effect and virtue at the time of the death of said William Henry Alexander, said complainant ought to pay said sum of three thousand ($3000.00) dollars to this defendant.

This defendant now demands that the whole of said fund now on deposit with the clerk of this court

be paid to him and that this defendant may have such further relief in premises as to the court may seem just.

WILLIAM M. SEUFERT,
Solicitor for and of Counsel with the Defendant, Sidney Herbert Alexander.

STATEMENT OF CLAIM OF MADELINE ALEXANDER.

IN CHANCERY OF NEW JERSEY.

Between THE SUPREME COUNCIL OF THE ROYAL ARCANUM, a corporation, *Complainant,* and MADELINE ALEXANDER AND SIDNEY HERBERT ALEXANDER, *Defendants.*	ON BILL OF INTERPLEADER. STATEMENT OF MADELINE ALEXANDER, ONE OF THE DEFENDANTS.

FIRST.

That she is the widow of William Henry Alexander, deceased, who on May 3rd, 1889, made application for membership in Fairview Council No. 498,

a subordinate council of the complainant, located at Fairview, Bergen County, New Jersey, and was admitted as a member, and named therein this defendant, as the beneficiary, and that thereafter the said complainant issued to the said William Henry Alexander, a Benefit Certificate No. 104801, in which certificate this defendant was named as sole beneficiary, which said certificate is now in the possession of this defendant, ready to be produced.

SECOND.

On November 28th, 1914, William Henry Alexander died, and proper proof of death was presented to the complainant, and thereupon it was the duty of said complainant to pay to this defendant, as beneficiary under said certificate, the sum of three thousand ($3000) dollars, being the amount payable upon the death of the said William Henry Alexander.

THIRD.

This defendant says that several years prior to the death of the said William Henry Alexander, he gave to this defendant the said beneficiary certificate, and relying upon the gift of said certificate, this defendant from time to time, paid dues and assessments to the complainant, and in some cases gave her husband money, so that he might pay the dues and assessments to the complainant, in order to keep the said William Henry Alexander in good standing.

FOURTH.

That relying upon the fact that this defendant

was to receive the sum of $3000 under said certificate, and also that her husband had a life insurance policy, for the sum of $1000 payable to this defendant, she paid out of her own funds a sum of money far in excess of the total amount she expected to receive in liquidating the debts and against her deceased husband.

FIFTH.

This defendant had no knowledge of the attempted change in the beneficiary named in said certificate until after the decease of her husband, and the presentation of the proof of his death, and says that the said William Henry Alexander was without power to change the beneficiary. That he had presented the said certificate to this defendant, and relying upon being named as the beneficiary therein, she paid certain sums of money to the complainant, and to others, for her said husband, and by reason thereof, she had rights as beneficiary, which she could not be deprived of, without her knowledge and consent.

SIXTH.

That for more than twenty years, the said William Henry Alexander had repeatedly had conversations with this defendant, referring to the fact that she was to receive $3000 from the complainant upon his death, and relying upon the anticipated receipt of this sum, this defendant from time to time, gave her husband money, as his necessities seemed to require. That she repeatedly signed deeds, without consideration, for property of her husband, at his request, and when the question of the propriety of

her signing was considered, she was influenced to sign by reason of the fact that she was named as beneficiary under said certificate.

SEVENTH.

This defendant charges that she had no knowledge of the making of the affidavit or of the attempted change in the beneficiary, and that the concealing thereof from this defendant was a fraud upon her, and that the said Sidney Herbert Alexander, the other defendant herein, and other relatives and interested persons, influenced the said William Henry Alexander, to make the attempted change in the beneficiary, and concealed the same from this defendant, which was a fraud upon this defendant, and participated in by the said Sidney Herbert Alexander.

EIGHTH.

This defendant now asks that the said attempted change of beneficiary be decreed to be null and void as against this defendant, and that the whole of the said fund, now on deposit in this court, be paid to her, and that she may have such other and further relief as may be agreeable to equity.

H. H. VOORHEES,
Solicitor for and of Counsel with Madeline Alexander.

TESTIMONY.

IN CHANCERY OF NEW JERSEY.

Between
THE SUPREME COUNCIL OF THE ROYAL ARCANUM, a corporation,
Complainant,
and
MADELINE ALEXANDER and SIDNEY HERBERT ALEXANDER,
Defendants.

ON BILL, &c.
TESTIMONY.

Testimony taken in the above-entitled cause, at the State House, Trenton, New Jersey, on Thursday, the tenth day of February, 1915, at 10.30 A. M.,
Before HON. JOHN H. BACKES, Vice-Chancellor.

APPEARANCES:

W. M. SEUFERT, ESQ., for the Defendant, Sidney Herbert Alexander;

H. H. VOORHEES, ESQ., for the Defendant, Madeline Alexander.

SIDNEY HERBERT ALEXANDER, one of the above-named defendants, being duly sworn in his own behalf, testified as follows:

Direct examination.

By Mr. Seufert:

Q. Mr. Alexander, what is your full name?
A. Sidney Herbert Alexander.
Q. Where do you live?
A. Englewood.
Q. How long have you lived there?
A. 32 years.
Q. What is your age?
A. 32 years.
Q. Have you with you the policy of insurance in the company of the Royal Arcanum?
A. I have.
Q. Produce it.
A. (Witness produces a paper.)
Q. What was your father's name?
A. William Henry Alexander.
Q. The William Henry Alexander named in this certificate?
A. Yes, sir.
Q. And you are the Sidney Herbert Alexander?
A. Yes, sir.
Q. Are you the right son of William Henry Alexander?
A. I am.
Q. Madeline Alexander is your mother?
A. My mother.
Q. When did your father die?

A. November 28th ——

Q. You have made a claim to the Royal Arcanum for the payment of this?

A. I have.

Q. The payment has not been made?

A. It has not.

Mr. Seufert: I offer the paper in evidence.

(Said policy of insurance is marked "Exhibit S1.")

Mr. Seufert: I also offer in evidence the constitution and by-laws of the Royal Arcanum.

(Said constitution and by-laws is marked "Exhibit S2.")

Cross-examination.

By Mr. Voorhees:

Q. Where do you live?

A. Englewood, New Jersey.

Q. Are you married?

A. Yes.

Q. How long have you been married?

A. Five years.

Q. Do you own your own property at Englewood?

A. Yes, sir.

Q. What is your business?

A. Advertising.

Q. What business was your father in?

A. Plumbing.

Q. At Englewood?

A. Yes.

Q. How long was he in that business?

A. About 22 years, I believe; I wouldn't be exact on the number; somewhere around that; that is as long as I can remember; he was probably in business longer than that.

Q. He was in business, as you have been informed, when he and your mother were married?

A. Yes, sir.

Q. Can you tell us when your father and mother were married?

A. Not offhand; I could look up records and find out.

Q. Have you any brothers and sisters?

A. A sister, no brothers.

Q. How old is she?

A. 13 or 14.

Q. Where does she live?

A. With her mother, in Philadelphia.

Q. Your father, in the later days of his life, had some business troubles, didn't he?

A. In what way?

Q. Financial; he lost considerable money?

A. No.

Q. When did he give up business?

A. At the persuasion of my mother ——

Q. When?

A. When I was about 22 years old; I can't tell just what year that was without ——

Q. Where did your father live after that time?

A. He moved to Arlington.

Q. Your mother, too?

A. Yes, sir.

Q. When did you first know that your father's life was insured?

A. I couldn't tell exactly.

Q. How many years ago?

A. When I first knew he was insured?
Q. Yes; when did you first know he was insured?
A. When I was a child; I don't know how old I was.
Q. And you knew that your mother was named as beneficiary in that certificate?
A. Well, I didn't know anything about it; I took it for granted that she was.
Q. Your father made an affidavit, did he not, in order to get the certificate which you have?
A. He did.
Q. Were you present when he made the affidavit?
A. I was not.
Q. Who was present, if you know?
A. Mr. George Whyard.
Q. Is he here today?
A. Yes, sir.
Q. Were you told before that the certificate was going to be changed?
A. No.
Q. This certificate which you have was issued about two months before your father's death, was it not?
A. I won't be sure on that.
Q. Do you know when your father died?
A. Yes.
Q. What date was it?
A. November 28th.
Q. 1914?
A. No, 1913, I think.

By the Court:

Q. A year ago last November, was it not?
A. Yes, sir, 1914 is correct.
Q. Who gave you this certificate?

A. My father.
Q. Where was your father living at that time?
A. At Philadelphia.
Q. Did he say anything to you when he gave it to you?
A. Yes.
Q. What did he say?
A. He said, "This is all I can leave you"; he said that is all he could do.
Q. You didn't give him anything for it?
A. Not a thing; I didn't know anything about it.

COMPLAINANT RESTS.

MADELINE ALEXANDER, one of the above-named defendants, being duly sworn in her own behalf, testified as follows:

Direct examination.

By Mr. Voorhees:

Q. Mrs. Alexander, where do you live?
A. 1300 North Frazier.
Q. Philadelphia?
A. Philadelphia.
Q. How long have you lived there?
A. Since 1911—1912.
Q. When did your husband, William Henry Alexander, die?
A. November 28, 1914.
Q. At your home in Philadelphia?
A. Yes, sir.
Q. How many children have you?

A. Two.

Q. And the son's name is Sidney Herbert Alexander?

A. Yes, sir.

Q. What is the daughter's name?

A. Elsie.

Q. She lives with you in Philadelphia?

A. Yes, sir.

Q. What business was Mr. Alexander in just prior to his death, if any?

A. An oil business; prior to his death he had given it up, but that was his last business, an oil business, lubricating oils.

Q. When were you married to Mr. Alexander?

A. February 6, 1883.

Q. In New Jersey?

A. No, sir, in Philadelphia.

Q. What was your husband's business in his early life?

A. In Englewood, New Jersey?

Q. Yes.

A. Plumbing.

Q. Did you and your husband keep house there?

A. Yes, sir.

Q. Did you have any business of your own whereby you made any money?

A. I built houses with the building and loan, and made money that way; I took boarders and gave music lessons.

Q. And assisted your husband in his business?

A. Yes, sir, in the office.

Q. When did your husband retire from the plumbing business?

A. In 1911, March 6, 1911.

Q. What did he do after that?

A. He didn't do anything for some time, for three or four years.

Q. And just before he died he went into the oil business?

A. Oil and lubricants.

Q. Do you know whether or not your husband, in the latter days of his life, became involved or lost any money?

A. Yes, sir, without a doubt.

Q. Just explain it to the Court. When did he begin to lose money in his business?

A. When he bought the place in Arlington, in 1911; he asked me to sign papers there to get a second mortgage for to buy that property and reconstruct the building, which I did.

Q. Was there anything said at that time about the policy of insurance?

Mr. Seufert: That is objected to as leading and immaterial.

The Court: Objection overruled.

A. In that year, do you mean? We bought this place in Arlington, 594 Convery Avenue, in 1911, and we left a house we were renting at that time on Stuyvesant Avenue, in April; and this house was in a dilapidated condition, unfit to live in; and after making plans and getting estimates, we decided the best thing we could do was to put the furniture in as many rooms as would hold it; and he had taken the barn in the back of the premises and have it removed to the front. There was an injunction put on it, and it delayed matters so he couldn't put that part of the construction through, and we decided we would leave that until later and have the remodelling done in the house.

The Court: Has this anything to do with the case?

A. We left there April 14.

Q. Mrs. Alexander, do you remember the time when your husband took out a policy of insurance in the Royal Arcanum?

A. Yes, sir.

Q. Were you present at the time when the agent was there?

A. Yes, sir.

Q. Do you know who was made the beneficiary in that?

A. I was.

Q. How do you know that?

A. It was an old friend, a Mr. Bleecker, that suggested the idea of having Mr. Alexander carry this insurance; and we hadn't been married very long at that time. There was no council in Englewood, New Jersey, it was in Fairview.

Q. What did he do with the certificate after it was made out?

A. Kept it in the shop in the drawer.

Q. Did he afterwards give it to you?

A. Yes, sir, in 1911, April 14.

Q. From the time your husband gave you the physical possession of the certificate, did it remain in your possession?

A. Yes, sir; it was put in the bank box.

Q. Did you have it at the time your husband died?

A. Yes, sir.

Q. Did you have it in your possession in September, 1912?

A. Yes, sir.

Q. In that bank?

A. Yes, sir, in Philadelphia.

Q. Did you have any other papers that your husband gave you?

A. Yes, sir.

Q. What was it?

A. His old will, made the first year of our married life.

Q. He gave you that, too?

A. Yes, a Prudential Insurance for $1,000; a deed for the Parkside Cemetery plot, and the certificate.

Q. Has that will, since your husband's death, been probated?

A. That is not the will he gave me at that time.

Q. Has there been a will probated?

A. Yes, made in 1911.

Q. Who was the beneficiary under that will?

A. Myself.

Q. And you were the executrix under the will?

A. Yes, sir.

Q. At any time after the policy was issued, and you were his beneficiary, did your husband ever talk to you about that policy?

A. Yes.

Q. What did he say to you about it, if anything?

A. On one or two occasions he said he couldn't give me money, because he had to meet the premiums, and he also alluded to the fact that some of these days I would be better off if he were dead.

Q. Did you ever loan your husband any money?

A. Yes, sir.

Q. Upon how many occasions?

A. I couldn't enumerate them.

Q. Give us an idea.

A. I have been loaning him money ever since I have been married to him, when I accumulated it and he wanted it.

Q. Have you tabulated it, at my request?

A. Yes, sir, over $9,000.00 since 1911.

Q. Did you pay any of his debts after he was dead?

A. Yes, sir.

Q. What was the nature of those debts you paid?

A. I paid securities that Mr. Charles Springer, on Tenafly Road, held for $1,000, and costs and interest.

Q. Why did you pay those?

A. The will stated I should pay all just debts and funeral expenses as soon as convenient, and I had the policy, $1,000, given to me, and I went to Englewood to adjust matters, and I did what I thought was the best to do.

Q. When you paid those debts, did you expect that this Royal Arcanum was part of the estate?

Mr. Seufert: That is objected to as calling for a conclusion.

Mr. Voorhees: That is not a conclusion.

Mr. Seufert: Objection withdrawn.

A. Yes, sir.

Q. You say you expected to have that as your own?

A. Yes, sir.

Q. To pay the bills with?

A. Yes, sir.

Q. Have you those papers with you which you owed; I just want the notes you owed after your husband's death.

A. (Witness produces papers.)

Q. Were you and your husband on friendly terms prior to his death?

A. Yes, sir.

Q. Is that one of the notes which you paid after your husband's death? (Showing witness a paper.)

A. Yes, sir.

Mr. Voorhees: I offer these two notes in evidence.

Mr. Seufert: No objection.

(Said notes are marked "Exhibits M1 and M2.")

Q. Have you a letter which your husband received from the payee of those notes just before his death?

A. Right here (producing a paper).

Q. Did your husband receive that letter from Mr. Springer before his death?

A. The morning that he died.

Q. How long after your husband received that letter did he live?

A. He received this somewhere about eight or nine o'clock, and at five minutes to six I returned home and found him expired.

Q. How much money did you say you had given him in his lifetime, about eight or nine thousand dollars?

A. Nine thousand dollars since 1911.

Q. Did your husband tell you that he was going to change his life insurance from you to his son?

Mr. Seufert: I object to this line of testimony.

The Court: The objection is overruled.

A. No.

Q. Did you pay those bills before you sent the policy on to the company?

A. The policy had been sent to the Royal Arcanum previous to that.

Q. Is that the certificate which your husband gave you?

A. Yes, sir.

Q. And that is the one you sent on to the Royal Arcanum?

A. To Mr. Anthony.

Q. This is the one you refer to as being in your possession since your husband gave it to you?

A. Yes, sir.

Q. Can you recall at any time whether or not your husband referred to you as the beneficiary under his life insurance policy?

A. Yes, sir.

Q. Many times did he do that?

A. Oh, yes.

Q. Do you know why he made mention of the policy to you?

A. On several occasions because he felt I was doing so much for the benefit of the family.

Q. Was it because you were loaning him money?

A. Yes, sir.

Q. Can you tell the Court when it was that your husband had this conversation about the policy, and he called your attention to the fact that the money would be yours?

A. When he gave me this certificate, do you mean?

Q. Any time.

A. That was on April 14th, 1911, and he made allusions to it when he got notice from the Arcanum that its premiums were due and he couldn't pay them.

Q. Did he give you the policy at that time?

A. April 14, 1911.

Q. What did he say?

A. "These are yours; take care of them, put them in the bank box."

Q. What did he say about money?
A. Nothing, at that time.
Q. Did you put them in the bank?
A. Yes, sir.
Q. Did you pay any premiums on the policy after that?
A. In November, 1913.
Q. How much did you pay?
A. $40.00, to pay his Royal Arcanum, and interest on the second mortgage of $30.00.
Q. How old is your daughter?
A. At the present time?
Q. Yes.
A. 14 last October.
Q. Does she live with you?
A. Yes, sir.
Q. Are you and your son on friendly terms?
A. No, sir.
Q. Do you visit?
A. No, sir.
Q. How long has it been since you and your son were not on friendly terms?
A. 1909, Christmas day.
Q. Mrs. Alexander, have you a letter which you received from your husband before his death sometime?
A. (Witness produces letter and hands it to counsel.)
Q. Did you receive this through the mail at about the time it is postmarked?
A. Yes, sir.
Q. That is your husband's handwriting?
A. Yes, sir.

Mr. Voorhees: I offer the letter in evidence.

(Said letter is marked "Exhibit M3.")

Cross examination.

By Mr. Seufert:

Q. Mrs. Alexander, you were married in February, 1883?

A. Yes, sir.

Q. You were a domestic at that time in the service of Mr. Brinckerhoff?

A. Yes.

Q. Did you have any money at that time?

A. $150.00.

Q. And Mr. Alexander then was a plumber in Englewood?

A. Yes, sir.

Q. And he remained a plumber in the plumbing business until 1911?

A. Yes, sir.

Q. As a matter of fact, he had the largest plumbing business in Englewood, didn't he?

A. Yes.

Q. And was very successful in the plumbing business?

A. Yes.

Q. Why did he leave the plumbing business in 1911?

A. He took in a partner two years previous to his giving up his business, a Mr. Langan, who had been in his employ as a boy, and they didn't agree very well. When they came to transact business together, Mr. Alexander seemed to be indignant that Mr. Langan should interfere, and he would tell me that he would buy him out or he would buy him out, and that he wasn't going to stand that flannel-mouth dictating to him; and Mr. Langan bought his business, to his surprise.

Q. Didn't you tell him to discontinue the business?

A. No; I thought it was ——

Q. Didn't you ask him to go away from Englewood?

A. No, sir, not for that reason.

Q. Did you ask him to go away about that time?

A. No.

Q. When did you ask him to go away from Englewood?

A. I didn't ask him at all; it was his suggestion.

Q. You never made any request that he should leave?

A. No, sir.

Q. Mr. Alexander, in the course of his business, accumulated a good deal of real estate, didn't he?

A. When I married him he had one house, and we entered into ——

Q. Answer the question, please.

A. Mr. Alexander didn't have but one house; the real estate came from his father in the first place.

Q. How many houses in Englewood did Mr. Alexander own while he lived in Englewood, or subsequently?

A. One.

Q. I don't mean at the time of his death, I mean at any time?

A. I mean, I went into the Building and Loan and paid for all the houses.

Q. How many houses in Englewood, or separate pieces of property, did Mr. Alexander hold title to in his own name, if you know?

A. Four Palisade Avenue property.

Q. Any other piece?

A. No, sir.

Q. Are you positive?

A. Yes, as far as I know.

Q. You started in your married life with $150.00?
A. Yes.
Q. What became of that?
A. I spent it on numerous things.
Q. It was spent about that time?
A. Yes, sir.
Q. Mr. Alexander owned a house at the time he was married?
A. He and his sister and mother in shares; it was left by the father.
Q. Who owns that house now?
A. I do; it has been pulled down and remodeled.
Q. That was conveyed to you by Mr. Alexander, wasn't it?
A. Yes, sir.
Q. Did you pay him anything for it?
A. Yes, $700.00; that is, I had $700.00 put away, and when I gave it to him he reduced his mortgage; he gave me the property.
Q. Where did you get the money from?
A. Out of the $20.00 he gave me a week, and by taking boarders and assisting in that way.
Q. What boarders did you ever have?
A. Mrs. Baker and Mr. Foster for six months, and his wife, a bride and groom; my brother Fred and his wife I had all the summer; and Mr. Wormdy and Louis Rush, one of Mr. Alexander's friends.
Q. What was done with the money you obtained from boarding?
A. It was put away safe.
Q. In whose name was that kept?
A. I kept it.
Q. Did you have a bank account of your own?
A. No, sir.
Q. When did you first get a bank account?
A. In 1905.

Q. And you have a bank account today?
A. Yes.
Q. And the extent of the bank account?
A. Today?
Q. Yes.

Mr. Voorhees: That is objected to.

Mr. Seufert: Question withdrawn.

Q. Whatever boarders were kept, were kept with the consent of your husband?
A. I didn't consult him; I told him and he didn't object.
Q. They were kept in the house?
A. Yes, sir.
Q. And who paid the expenses?
A. I did out of my $20.00 he gave me, and what they gave me.
Q. And that $20.00 was provided for you by your husband?
A. Yes, sir.
Q. You have never been consumptive?
A. No, sir.
Q. And have never had any fear of consumption or threatened with it?
A. No, sir.
Q. When was the Englewood house that you lived in when you were married conveyed to you, do you remember?
A. It was at the time the building and loan started; I can't tell you the year.
Q. Was it at the time Sidney was born?
A. No, sir.
Q. Just after the time Sidney was born?
A. I don't know.

Q. It was sometime after Sidney was born?
A. I couldn't tell you.
Q. It was after he was born?
A. Yes.
Q. Do you remember the circumstances in connection with that transfer?
A. When I gave Mr. Alexander the money?
Q. Yes.
A. Yes, sir, he came to me and asked me if I had any money, that he had to meet his mortgages, and to his surprise, I took out some money that I kept in my stocking; and at the bank—no, we had no bank in the village at that time, and I had surprised him so much, and he put his arms around me and he said, "Mother, I am going to convey this property to you, for I never could have done what you have done."
Q. Do you remember the talk you had with him right after Sidney was born, when you told him you thought you were getting consumption?
A. Never.
Q. And you feared you would die, and you feared he was going to get married again and Sidney would not be taken care of?
A. Never.
Q. And wasn't it for that reason that you asked him, so as to protect Sidney, that he conveyed this Englewood piece of property to you?
A. No, sir.
Q. That had nothing to do with it whatever?
A. No, sir.
Q. What was the Englewood property worth?
A. When he gave it to me?
Q. Yes.
A. We were trying—I can't tell you when he just gave it to me, because I can't remember the date.
Q. What was the period?

A. I couldn't tell you.

Q. What is it worth today?

A. I couldn't tell you.

Q. Approximately?

A. I have been trying to get $30,000 on it, five houses and the ground that is in between.

Q. How much mortgage is on it?

A. $4,000.

Q. That is the property that Mr. Alexander gave you?

A. Not all of it.

Q. You lived in that a good many years while you were living in Englewood with him?

A. Yes, sir.

Q. And he paid the expenses of it?

A. No, sir, I got every bill from 1905, absolutely, and previous to that he kept a ledger, and he balanced up every six months, and if he wanted it in his business he had it, and if not, I had it.

Q. Where did you get the money from to pay the expenses of this building?

A. Savings.

Q. From what funds? Where did you get the money from to pay the indebtedness on this building?

A. Which building have you reference to?

Q. This old homestead that you lived in so many years.

A. From the savings; that is what my motive was in taking boarders.

Q. How much did you have?

A. $20.00 and the boarders, and I had the third floor filled with furniture in storage.

Q. How long had you kept boarders?

A. Ever since I was married, off and on.

Q. How do you mean, to what extent would your income be from boarders?

A. I couldn't very well give you that.

Q. Have you any idea?

A. I went to Mrs. Martin's on the corner and asked her for all the people that she couldn't supply to be sent to my house, and she did.

Q. Have you any idea of the extent of rent or income you received annually from boarders?

A. No, sir.

Q. Have you any idea of what amount of money you received from giving music lessons?

A. I started to give them when I was married; then my babies came. Ten months afterwards, I had to give it up.

Q. The total amount you received was practically nothing from your music lessons. How many pieces of property do you own today in Englewood?

A. There are five houses on one piece of property 75 feet front and 260 deep.

Q. Were they originally together in one plot?

A. No, sir, I bought some afterwards from the Mutual Life.

Q. You bought them?

A. Yes, sir.

Q. Who took the title to them in the first place?

A. Mr. Aggas took them; he said I could buy them or he would, it was immaterial.

Q. That was the family piece, wasn't it?

A. No, a piece from the Mutual Life.

Q. Wasn't that originally the Alexander piece?

A. No.

Q. The part that belonged in your family?

A. No, sir.

Q. Mr. Aggas is your brother-in-law?

A. Yes, sir.

Q. How did he get title to the property, do you know?

A. He went and bought the property. In the first place, I was going to buy it and Mrs. Aggas was looking for a piece of property for building a house on, and I suggested that either one of us buy that property and then divide it up afterwards.

Q. Mrs. Alexander, Mr. Alexander, at the time of his death—enumerate the other pieces of property.

A. In Englewood?

Q. Yes.

A. Since my husband's death I come into possession of the piece in 4 Palisade, not since his death, it was a month before that.

Q. October 26 is the exact date?

A. Yes, sir.

Q. And what is that property worth?

A. I don't know; we have had numerous prices on it; I have been trying to get $14,000, and I ——

Q. How much mortgage is there on it?

A. $7,500.

Q. And he owned that up until the time he conveyed it to you?

A. Yes, sir.

Q. And he often wanted to sell it, didn't he?

A. Yes.

Q. And you wouldn't sign?

A. I refused to sign for $1,000.

Q. You had no interest in the property?

A. I had to sign.

Q. As the wife of Mr. Alexander, you had a one-third interest, I presume?

A. A one-third interest.

Q. He had been trying to sell that property for four or five years, hadn't he?

A. No.

Q. For how long?

A. Since he had been out of business.

Q. That is four years, isn't it?
A. Since 1911.
Q. And every time a proposition of sale was made, or he had an offer and he wanted to convey, you refused to sign?
A. I was anxious for him to sell, but I wanted the right price.
Q. But you refused to sign each time he wanted to sell?
A. Once.
Q. Is that the only time he made the proposition?
A. No, he had an offer of sale, and finally the buyer backed out.

By the Court:

Q. You refused to sell, because you would get only $1,000?
A. He only got $1,000 in cash.
Q. Besides that, what would he get?
A. Sixty notes, I believe it was.
Q. Secured in any way?
A. Not that I know of.
Q. Do you know what the price was?
A. The selling price?
Q. Yes.
A. $17,000.
Q. And that was subsequently conveyed to you?
A. In October.
Q. How did it come to be conveyed to you?
A. He came up in the city and told me he was going to give it to me, and he said Mr. Hocking had framed up something he wanted him to sign, and he said he was afraid of coming to Englewood, and he was going to give that to me before he went to Englewood again.

Q. What other piece of property do you own in Engelwood?

A. Nothing.

Q. Just the collection from five houses?

A. One of those is a double house.

Q. And this other piece on Palisade Avenue?

A. Which came to me in October.

Q. You own other property also, don't you?

A. Yes.

Q. You own a piece in Longport?

A. Yes, sir.

Q. And your husband conveyed that to you, didn't he?

A. No, sir.

Q. How did you get that?

A. He bought the lot and made me a present of the lot, and I built the house.

Q. From the Building and Loan?

A. No, sir.

Q. What is that property worth?

A. I can't get a thousand dollars for it today.

Q. There is a small house on it?

A. On account of the water conditions.

Q. What is the lot worth?

A. At the time he bought it, $1200.

Q. What is the lot worth now?

A. I don't know that anybody would give me anything for it.

Q. He paid that for it?

A. Yes, sir.

Q. And Mr. Alexander owned the piece of property in Philadelphia that you are living in now, didn't he?

A. At the time of his death?

Q. No, before that, when you went to live at Philadelphia?

A. Yes, sir.

Q. Then he subsequently conveyed that to you?

A. Yes, on consideration that I sign off the Arlington property.

Q. You refused to sign the Arlington property off until he conveyed this to you?

A. No, sir, for his actions; I refused to sign the Arlington property for his actions.

Q. What?

A. He went away for six weeks, and I had lumbago and my little girl and I, we lived entirely alone in that condition; he didn't come back.

Q. What is the value of the Philadelphia property today?

A. I couldn't tell you.

Q. Have you any idea?

A. One piece of property he only had an equity of $900.00; since then I have paid off a mortgage of $1,000.

Q. What is the value of the property today?

A. I can't get anybody to buy it.

Q. Do you know the value?

A. No.

By the Court:

Q. What do you hold it at?

A. The price he gave for it.

Q. What do you hold it at?

A. $4350.00.

Q. How much mortgage is there on it?

A. $3500.00.

Q. Mr. Alexander, at the time of his death, didn't have any property whatsoever in his name, did he?

A. Not that I know of.

Q. He didn't own anything?

A. No, sir.

Q. Except a few dollars that were in his bank?

A. I don't know that he had that.

Q. All the real estate he had owned was transferred over to you?

A. One month before he died.

Q. All the real estate he ever owned was turned over to you. During your entire married life, what real estate Mr. Alexander owned was transferred over to you?

A. Yes, sir.

Q. And that consisted of, possibly, all together, seven or eight parcels?

A. No.

Q. How many?

A. The land and one house.

Q. Was the tract in Englewood, consisting of five houses——

A. No, those were not built when he gave it to me.

Q. You built them?

A. Yes, sir.

Q. The Palisade house?

A. That was recently he gave me that.

Q. The Longport property?

A. He didn't give me that, he gave me the land.

Q. And the Philadelphia property?

A. I would rather not have it; it's an incumbrance to me.

Q. How about the Arlington property?

A. I signed off; he had to give me a home, and he bought this place in Philadelphia. He got the proceeds entirely.

Q. The proceeds of the Arlington property were put on the property in Philadelphia?

A. Yes, sir.

Q. And subsequently transferred to you?

A. Yes, sir.

Q. What insurance did Mr. Alexander have at the time of his death?

A. $1,000 in the Prudential.

Q. You had a will made shortly before his death, didn't you?

A. No, sir.

Q. How long before his death?

A. I want to be very exact about it; I had a will made in 1911.

Q. Was that the will that was probated?

A. Mr. Alexander's will?

Q. Yes.

A. I had a will made for Mr. Alexander.

Q. Yes.

A. No.

Q. Mr. Alexander left a will?

A. Yes, sir.

Q. What was the date of that will?

A. December 15, 1911.

Q. And that left everything to you, didn't it?

A. Yes, sir.

Q. Absolutely?

A. Yes, sir.

Q. You collected the $1,000 insurance also?

A. Yes, sir.

Q. So that, practically outside of all the property that Mr. Alexander ever owned, all of it came into your hands at some time or other, except this policy of $3,000 of the Royal Arcanum?

A. Yes, sir.

Q. How much was the insurance policy?

A. $1,000.

Q. What was the face amount of it?

A. $1,000.

Q. Wasn't it for more than that?

A. No, sir.

Q. Wasn't that policy encumbered?

A. No, sir.

Q. Your relations with Mr. Alexander for the last ten years have been very friendly?

A. At times.

Q. How often have your relations been friendly?

A. I didn't know that Mr. Alexander's relations hadn't been friendly; when he went away in 1911, he went away to seek a position, or to look around to see what he was going to do in the matter of taking up a business. He was gone six weeks, and I couldn't get any information about it at all. In the meantime, I was taken down with lumbago. There was no doctor at Longport, and I sent to Philadelphia for——

Q. Who selected Longport to live in?

A. Mr. Alexander.

Q. Why?

A. He saw a future there.

Q. At the time he went to Arlington, he conducted his business in Englewood?

A. Yes, sir.

Q. For how long?

A. One year.

Q. And went back and forth on the trolley?

A. And the automobile.

Q. Didn't he leave Englewood at your request?

A. No, sir.

Q. Didn't you become dissatisfied with Englewood?

A. Yes.

Q. And had frequent misunderstandings and troubles with the various people around there?

A. No.

Q. Why did you leave Arlington for Philadelphia?

A. Mr. Alexander sold his house.

Q. Your people lived in Philadelphia, didn't they?
A. Some of them.
Q. And you have been continuously wanting to go to Philadelphia to live for a good many years?
A. No, anywhere at all but Englewood.
Q. You have had a number of serious dissensions with him——

The Court: Oh, well, they had a right to, I suppose; we don't want to go into that, do we?

Q. How many times did he leave you?
A. I can't hardly give you a truthful answer; I didn't know he left me at all, but the one time.
Q. He was away from you a good many times?
A. Seeking employment.
Q. And he stayed away a good deal longer than you expected?
A. Yes.
Q. And you wrote a good many letters complaining about it and the situation of affairs to his sister and others, about his actions?
A. Yes, sir.
Q. And the substance of all the complaints you made was money matters?
A. No, that would hardly be natural.
Q. Weren't they?
A. No, not altogether.
Q. And wasn't that the principal complaint you made at various times?
A. No, sir; he certainly didn't give me money, but I wasn't suffering; it was neglecting the little child.
Q. The various letters you wrote to your sister-in-law, Sarah, were almost all entirely complaints about money matters, weren't they?

A. Not that I can remember.

Q. Wasn't the cause of your trouble with Mr. Alexander money matters?

A. No, sir.

Q. You received a letter from Mr. Alexander in connection with the Englewood property on May 27, 1914; that is the Palisade property, asking you to sign?

A. He came to Philadelphia and asked me to sign, and I refused.

Q. I show you a copy of that letter; have you that letter with you, dated Englewood, May 27, 1914?

A. I have got numerous letters, but I can't——

Q. Where he asked you to sign the Palisade Avenue deed?

A. No, sir, he didn't send me a letter.

Q. I show you a copy of a letter, and ask you whether you remember receiving a letter of that nature; Mr. Alexander's handwriting is on the bottom of the second sheet of that letter, isn't it?

The Court: I don't think we had better take up any time with the letters. If I find they become material later on, I will permit you to put the witness back.

Elsie Alexander, a witness produced on behalf of the defendant, Madeline Alexander, being duly sworn, testified as follows:

Direct examination.

Mr. Mr. Voorhees:

Q. You live with your mother?

A. Yes, sir.

Q. In Philadelphia?

A. Yes, sir.

Q. Do you recall a circumstance whereby your father gave to your mother some papers?

A. I do.

Q. Do you remember when it was?

A. It was about April, 1911, in Arlington, New Jersey.

Q. Were you present when it happened?

A. I was.

Q. Can you recall what your father said to your mother at that time?

A. Yes; he said, "Mother, these papers belong to you; take care of them;" and he handed to her the papers, and she tied them up and put them in the bank box.

Q. Did you know at that time what they were?

A. No; he said they were hers; I believe he said something about a will.

Mr. Seufert: No questions.

Mr. Voorhees: I offer in evidence the original application of Mr. Alexander for the first policy, and also the policy itself, and affidavit with which Mr. Alexander induced the company to give him the second policy.

Mr. Seufert: No objection.

(Said papers are marked "Exhibits M4" and "M5," respectively.)

Recess until 2 o'clock.

MRS. ALEXANDER, being recalled, testified as follows:

Cross-examination (continued).

By Mr. Seufert:

Q. Mrs. Alexander, when did you first learn that the Royal Arcanum insurance was in your son's name?

A. Six weeks after my husband died.

Q. You have subsequently said that because your husband made this change you did not intend to claim anything of it, but that Sid could have it, didn't you?

A. No, I tried to make a compromise between the two children.

Q. You never made that statement?

A. Not in that sense, no.

Q. Did you ever write that statement to him?

A. I wrote and said if he would come and see me and talk the matter over—that I did not want the money myself, but thought that after explanation we could adjust the matter and he could understand what had happened; and he refused to see his mother.

Q. As I remember, you just stated then that you did not make any statement that because your husband had signed this over to your son that you did not want any of the money and would not touch it.

A. I could not be induced to touch it for my own use.

Q. Did you make that statement?

A. Yes, I wanted to give it to my daughter.

Q. This is the letter, February 26, 1915, that you wrote to your son?

A. Yes, sir, that is my writing.

(Letter offered in evidence and marked "Exhibit S3.")

Q. You were afraid that your son was going to attack the real estate transfer to you?

Mr. Voorhees: I object to that; I don't see where it has any bearing on the case.

The Court: I will permit it; it is preliminary.

A. No, sir.

Q. Didn't you send your brother on from Philadelphia to Englewood with papers for him to sign?

A. I did not send him; he presumed to do it, and I did not like the idea at all. The paper was exchanged by my son's lawyer. I was asked to sign it, and received telegram to send papers signed or unsigned.

Q. You knew your brother was going on with that paper to your son in Englewood?

A. Yes, sir.

Q. And you knew that that paper referred to a release of all claims he had against real estate in your name?

A. Oh, no; that was the reason I refused to sign.

Q. Was that in the original paper?

A. Not that I know of.

Q. That was in the original paper that you sent on?

A. I did not send it on.

Q. Have you got that paper with you?

A. No, sir.

Q. What became of the paper?

A. I don't know.

Q. And will you state now that that did not contain merely a release of your son of any interest that he might have in your property?

A. Not the papers my brother took, but the paper that came back again, did. The paper that was made out by his lawyer—I think I have that.

Q. What was the purpose in sending the paper to your son?

A. I don't really understand, except that I was very anxious, sooner than have any court proceedings and resurrect any unpleasantness, that it would be settled out of court between the two children.

Q. What would be settled?

A. Why, the Arlington Avenue matter. I wrote to Mr. Apgar to that effect.

Q. Who suggested the sending on of the papers?

A. My brother.

Q. Did you talk over the matter with him?

A. No.

Q. Did you give him any ideas of what was to be put in the paper before Mr. Wescott did?

A. No.

Q. Did you talk to Mr. Wescott?

A. No; done on the spur of the moment.

Q. How did Mr. Wescott know what to put in the paper?

A. Advised before, and he had conversation about it.

Q. Where did your brother get his information from? I refer to contents of the paper that it was necessary to have the son sign.

A. Well, he knew that I requested a compromise, if it could be adjusted.

Q. Nothing said about real estate in that?

A. No, sir; not to my knowledge.

Q. Do you know what became of the paper?

A. I don't know.

Q. Have you got the paper that was sent back to you?

A. From Sidney's attorney?
Q. Yes.
A. Yes, sir.
Q. Got it here?
A. Yes, sir.
Q. Will you produce it?
A. I will have to have the satchel please.

Mr. Seufert: I have a carbon copy of it here.

Mr. Voorhees: If counsel says it is a correct copy, I will admit it.

Mr. Seufert: I offer the copy in evidence.

(Said carbon copy is marked "Exhibit S4.")

Q. This returned paper was sent back—taken back by your brother?
A. I refused to sign any paper.
Q. This paper was brought back by your brother in response to his message that he was bringing a paper to be signed?
A. Yes, sir.

Mr. Seufert: I read this item:

"That whereas William H. Alexander, father of the party of the first part, and husband of the party of the second party, has died, leaving him surviving the parties hereto and a daughter (name being left blank); and whereas said William H. Alexander was a member of the Royal Arcanum and was entitled to insurance thereon at his death amounting to $3,000, a certificate wherefor was originally issued in the name of the party of the second part, but was

subsequently changed to the name of the party of the first part; and the party of the second part having claimed an interest in said sum of $3,000; and whereas during the lifetime of the said William H. Alexander he conveyed to the party of the second part all of his property; and whereas the party of the first part has in some respects disputed the said conveyance; and whereas the party of the second part has assumed the custody and care of the daughter of the party of the second part and the sister of the party of the first part during her lifetime;

"Now therefore this agreement witnesseth, &c., that in consideration of the support and care of the said daughter by said party of the second part during her lifetime, and mutual releases herein contained, the party of the first part has and by these presents does release and discharge and forever quit-claim the party of the second part by reason of any right, title and interest in any property whatsoever, of which the said William H. Alexander conveyed to the party of the second part during his lifetime; and the party of the second part does hereby discharge and release any claim that she may have in and to the insurance made payable to the party of the first part for $3,000 in the Royal Arcanum, and in and to the certificate for which the same has been issued as evidence therefor, and consents to the receipt of said money in payment of the said Royal Arcanum to the party of the first part."

Q. Did not that substantially state the agreement that you wanted to enter into with your son at that time?

A. That was made by his lawyer.

Q. Did that substantially state the agreement?

A. No, I would not sign that because that would compel me to keep my daughter, which I was already doing without asking anybody's assistance. I had always performed my duty to my children and never expected anybody else to do it as long as I should live.

Q. Was the statement made in that written memorandum that if your son Sid would release all claim to the real estate, that you would support and provide for your children?

A. I have no recollection of that statement.

Q. You would not say that that statement was made?

A. I can't truthfully, because I have no recollection.

Q. Had you ever talked with your son at all about releasing any claim to the real estate?

A. My son and I have never had conversation about it at all.

Q. Why were you afraid of your son claiming any interest in the real estate?

A. I was not. The will covers that.

Q. What did you mean "covers that"?

A. In the will it says that I should have all real, personal and mixed property.

Q. So that if Sid did not get any of this insurance money, he would not have received a cent out of his father's estate?

A. You don't know what my will was.

Q. I said that was the situation.

The Court: Just answer the question.

A. Yes, sir.

Q. You say that your relations with your husband during all of your married life were pleasant?

A. Up until 1911, when he went away, I noticed an estrangement.

Q. Have you any idea what was the cause of it?

A. Influence.

Q. Did you have any trouble with him before that?

A. No, sir.

Q. Never had any dissensions with him while you lived in Englewood?

A. I don't know how to answer that question.

Q. Did you have any serious trouble with him while you lived in Englewood?

A. Serious? No.

Q. Weren't you and your husband almost continually quarreling?

A. No, sir.

Q. On what terms were you with your husband's relatives in Englewood?

A. Not on the best of terms. I lived over twenty-seven years with his brother on one side and sister on the other, and the children antagonized me; they even broke down the lilacs and carried them away in clothes-baskets full, that I had planted.

Q. There was more or less considerable contention?

A. Nothing between my husband and myself. I did not talk to them.

Q. Did it spread to any of the neighbors besides your relatives?

A. I don't know.

Q. As a matter of fact, didn't you leave Englewood because of these dissensions and troubles that you had?

A. Never left Englewood until I had trouble with

my son, and then I could not bear to meet him on the street.

Q. You have made continuous complaints to other people about your husband's conduct towards you, haven't you?

A. I have been trying to find out what was the reason of his conduct.

Q. You have made continuous complaints to other people about the conduct of your husband?

A. Of his sister, yes.

Q. And you have written to your sister-in-law at various times, in letters of sometimes a good many pages, showing what you called your side of the trouble, didn't you?

A. Yes.

Q. And most all of those letters indicate that the finances and the real estate holdings were the cause of most of the dissensions?

Mr. Voorhees: If the Court please, I really must object.

Q. You never received any money from any outside source beyond your husband, or the money you made from the houses and investments from your husband's source?

A. No, sir.

By the Court:

Q. You did from board.

A. Yes, in that way.

Q. Your husband supplied the money in each one of these instances to pay household expenses while the boarders were being kept?

A. He gave me $20 a week.

Q. And out of that you paid for the keep of the house?

A. Furnishing the house—the furniture in the house.

Q. Did you pay for the furniture?

A. Yes.

Q. Who paid for the taxes?

A. I did. I have the receipts.

Q. And insurance?

A. Yes, sir.

Q. The repairs?

A. My husband gave me the repairs at cost; my son has made out the bills many times.

Q. How many boarders did you have there at a time?

A. As many as I could accommodate.

Q. How many?

A. Well, if I had husband and wife I could put two in a room.

Q. What was the largest number of boarders you ever had at one time?

A. Three.

Q. And the price of the board?

A. They varied.

Q. What was the price?

A. I got $10 for two hall bedrooms, without board, at one time, a week; and when I gave board I charged from $10 to $12 a week for each individual.

Q. You did not give any of this money to your husband at any time?

A. It was returned back to him in various ways.

Q. In what ways?

A. Paying his debts. For instance, if he would tell me he wanted the mortgages, I gave him money that way, and I paid up his building and loan dues.

Q. What building and loan dues?

A. On the house that I owned and that we lived in.

Q. How often did he pay the building and loan?

A. Never.

Q. He never paid any of the expenses of those buildings?

A. He gave me the plumbing work at cost.

Q. That is all?

A. Yes.

Q. And what, besides that, did you advance him money for?

A. Loans.

Q. Of what nature?

A. Money.

Q. You kept the family funds, didn't you?

A. You mean what I got myself—what I earned in boarders—and $20?

Q. And he gave you other money besides?

A. No.

Q. Never gave you any?

A. Perhaps pay for my carfare, give me lunch, or pay for theatre tickets; something like that.

Q. What became of the money from his business, if you know?

A. He gave it with very poor security on one or two occasions, and has never got it back. He was very fond of going with his dogs and guns and got as many birds as the law permitted him to, and used it in that way; and I find $778, too, on a property of mine; and he has never received anything from the notes.

Q. And you remonstrated with him continually about this practice?

A. I was not supposed to know of it.

Q. I mean about his going away with his dogs, etc.?

A. No, that was the only hobby my husband had.

Q. His business was paying, wasn't it?

A. I presume it was.

Q. Any other way you know of that he disposed of the money that came from his business?

A. No, only that I think he was a little careless about the men of the shop's supply closets.

Q. He used to have a shop in the back of the yard?

A. And I paid taxes for it.

Q. And how long did that shop continue?

A. Until 1905 from 1889.

Q. And then you objected and he got other quarters?

A. The doctor forbid me to assist Mr. Alexander after my operation.

Q. You objected to the shop in the rear of the place?

A. The doctor came there one morning and said, "You are not going to do this work so soon again"!

Q. And you had a talk with him about it?

A. Dr. Proctor said to tell Mr. Alexander to come see him.

Q. Then the shop was removed?

A. Not immediately.

Q. After that Palisade Avenue place was purchased to put the shop in?

A. And I mortgaged my places that were there and got $4000 to purchase it; in the Building and Loan Association.

Q. How much was paid for the property?

A. Have I got to answer that question? $6500.

Q. He supplied the rest of the money?

A. Minus the $4000 that I gave him? He got a mortgage.

Q. He got a mortgage?

A. Yes, and the property was purchased. The

mortgagee would not give me the value that he wanted, and that was the reason I gave him a mortgage on my property.

Q. What property did you mortgage?

A. The double house. It had been released at maturity, and I mortgaged it again because there was necessity of him having business in the spring, and he bought the 4 Palisade Avenue place from accidentally meeting Mr. A. on boat one morning when looking for shop, to remove business from the back of the house.

Q. It had been customary for you and Mr. Alexander to adjust the investments that you had, so as to make other investments?

A. Until 1905.

Q. And that is to use moneys to develop other properties?

A. Used in the business.

Q. So that, as the matter was considered, you considered all of the property to be the property of the family?

A. At one time; yes.

Q. Up to what time?

A. Up to the time he expected me to pay all the taxes, insurance and keep up the repairs, and would only do repairs at cost for me.

Q. When was that?

A. I can't be accurate.

Q. About when?

A. Between the time of 1889 and 1905.

Q. You refused to do that; you refused to pay the taxes?

A. I have always paid the taxes.

Q. What brought about the change in your idea of the property belonging absolutely to you and not to the family fund?

A. There was a dispute with Mr. P., who was a poor carpenter and who paid his rent as he could, in $3 and $5 and he paid this to Mr. Alexander, who was keeping the books; and he showed receipts of money he had paid in payment of rent, and said Mr. Alexander told him that he had not paid it, and they had quite a little conversation about it, with the result that Mr. Alexander told me to take care of the property myself, and then I opened a bank account in 1905 in Englewood National Bank, and attended to my own property ever since.

Q. This resulted in a quarrel?

A. No, that was between Mr. P. and Mr. Alexander.

Q. At that time you separated your property, and took care of your own property?

A. Yes.

Q. And from time to time he conveyed to you other pieces of property?

A. There was none to convey after that, for a great number of years.

Q. You got the Longport property?

A. A long time after that.

Q. You got the Philadelphia property?

A. That was within the last two years.

Q. And you got the Palisade Avenue property?

A. Yes, unencumbered.

Q. And the Palisade Avenue property was the last vestige of any property Mr. Alexander had?

A. Yes.

Q. How did you come to get that property?

A. He came upstairs and volunteered information that Mr. H. had framed up a paper for him to sign, and told me he was going to put it in my name, and I questioned him whether he had destroyed the will that he made. He made me cognizant of the will

when he made it, and I said, "I don't want to keep this; keep it in your safe;" and he said, "No, that will stands good; I have been a brute to you and I want to do right for you now." He didn't want me to go to Englewood, and said, "When you get possession of this property, sell it right away; that Sid is going to fight you." I asked him why, and he said, "Don't talk to me; I am going to see you righted."

Q. Did he give you any reason why he wanted to get his property out of his hands?

A. No; only encumbered by two years' taxes and road improvements of $500, which I had to pay after his death.

Q. After that transfer, that put him absolutely on your bounty, didn't it?

A. He had the rents until after the time he died. I never interfered with even that. He collected the rents on that building he had assigned to me in October, and I never had a penny of it until after he died. I never presumed; I thought he wanted to do what was right.

Q. This deed is dated October 26, 1914.

A. And he collected it in November.

Q. Didn't he collect other rents for you in Englewood?

A. Mr. Alexander? No.

Q. Why didn't he?

A. I had my agents do it.

Q. He frequently went back and forth to Englewood. He never collected any of your rents?

A. No, sir.

Q. After he had transferred this property to you, of Palisade Avenue, out of the rents on this, what income did he have? What source of income?

A. He had that income; I never interfered with it.

Q. Had it been your intention to make any arrangement with him whereby he was to continue to collect the rents?

A. Our arrangements were that we were going to Englewood. I think the whole of my husband's trouble was that he was not occupied in a business, and while I had tried to help him once and made a failure of it, I was going on with him to Englewood on the following Monday, and he died on Saturday. I had gone downtown to get my papers so that I would not have any delay that morning, and he was aware of the fact that I was going the night before.

Q. During his business in Englewood, did you loan him any money for his business?

A. Frequently. I often paid the pay-roll when he would come and ask if I had any to give him.

Q. That was repaid?

A. Yes.

Q. Back and forth?

A. Yes.

Q. And that was the custom all the way through your life; you would loan him money and he would pay it back to you?

A. Of recent years, no.

Q. How recent?

A. Well, when he went away I had to take care of the family. I don't know just how to answer that question. I did not receive any money from him unless he could send me five or six dollars. Never the full payment of $20.

Q. That was because he was out of business, wasn't it?

A. No, because he was receiving the income from his building.

By the Court:

Q. What income?

A. 4 Palisade Avenue.

Q. $142 a month? And taxes and interest and insurance had to come out of that?

A. Yes; he had to pay taxes for that.

Q. After this Palisade Avenue property was transferred to you, what source of income outside of these rents did your husband have?

A. I don't get you.

Q. Where would your husband be able to get any money from after he conveyed the Palisade Avenue property to you?

A. We were going on to Englewood, and I was going to, through his influence, dispose of the property and see what he could realize on that, and if he could not realize it right away he was going into the haberdashery business in Philadelphia, and I was to get another mortgage; that was why I went downtown to get papers to make an early start on Monday to get more money to start in the haberdashery business on 60th Street in Philadelphia.

Q. He had a chance to sell the Palisade Avenue property for $17,000?

A. With equity of $1000 in cash. That would not have equalled his cash.

Q. He had another offer for $14,000 subsequently?

A. No.

Q. Never did?

A. No, not $14,000.

Q. What was the amount?

A. Of this $17,000, $1,000 was actual cash that was going to be represented, and the other was all notes.

Q. And you refused to sign off your dower rights in your deed?

A. Because it would not have been enough to pay his bills, or pay his taxes even.

By the Court:

Q. You refused against his wishes to sign the deed?

A. I said he ought to get more actual cash.

Q. Otherwise you would not?

A. No.

Q. He implored you to sign that deed, didn't he?

A. No.

Q. He asked you?

A. He asked me. He came back on Saturday, and Sunday morning he asked me, and I took it into consideration, and on Sunday night he asked me if I was going to do it and I said, "No, not unless you can get $3000 in cash."

Q. This was in May, 1914—about that time?

A. Yes.

Q. I show you copy of a letter, and ask you whether you received that letter from him about that time. You received a letter of which that is a copy?

A. Yes, but a lot of that is a mistake.

Q. Did you receive that letter?

A. Yes, I received that letter, but it is exaggerated.

Mr. Seufert: I offer that in evidence.

(Letter offered in evidence and marked Exhibit S5.)

Q. This is your husband's handwriting at the end of it, isn't it?

A. That is my husband's handwriting, but what has that to do with it? Yes, that is my husband's handwriting.

Q. Have you got original of that with you?

A. I don't really know. There is a lot of writing I could not bring with me.

By the Court:

Q. Did you make response to that letter?

A. I have forgotten.

Q. What other policies besides the Prudential, which you say was $1000, and the Royal Arcanum policy, had your husband carried?

A. He was only in the Prudential and Royal Arcanum.

Q. Did he have any other policy?

A. Not that I know of.

Q. Wasn't there a large policy on which he had borrowed from time to time?

A. Yes; but that was in the Prudential.

Q. What was the amount of that?

A. That was $6000.

Q. And you had many quarrels with him about that policy?

A. Oh, no.

Q. When did you find the amount that was drawn against that?

A. In nineteen, either twelve or thirteen.

Q. Did not you accuse him of misleading you when you found out that amount?

A. I don't understand.

Q. Didn't you have a quarrel with him when you found out about the transactions of the $6000 policy?

A. Quarrel with him? No! I did not quarrel with him.

Q. These notes that you say you paid to Mr. Springer—when you paid those you thought they were secured with some collateral?

A. My husband told me they were.
Q. You did not know what the collateral was?
A. No.
Q. And when you paid the interest, you expected to get back collateral?
A. I asked Mr. Springer to find out for me.
Q. When you paid the notes, you expected to get back collateral?
A. I knew it was a just debt and my husband's will said to pay all just debts.

By the Court:

Q. What came to you under your husband's will?
A. Everything.
Q. What had he to pass to you under his will?
A. Only his insurance.
Q. One policy was in your name, wasn't it; the Prudential policy?
A. All in my name.
Q. As far as you knew at that time?
A. Yes.

By the Court:

Q. So you really got nothing by his will?
A. No, sir.
Q. You say you loaned him $9000?
A. Yes.
Q. Was it $6000 or $9000?
A. $9000.
Q. And since what time?
A. 1911.
Q. What date?
A. All different dates.
Q. What was done with that money?

A. He invested it.

Q. A lot of it went into real estate that you now hold, didn't it?

A. No, sir; I had to take it with all its penalties.

Q. That money went into the real estate that you now hold—the $9000?

A. No.

Q. What was the $9000 spent for?

A. It was spent for the oil business which was no good.

Q. You mean he squandered $9000 in an oil business?

A. Part of it.

Q. How much?

A. I could not tell you.

Q. He simply bought small quantities of——

A. He did not have any warehouse; supposed to make his own oil in refinery.

Q. Did he have any plant?

A. No, sir.

Q. Simply bought oil and sold it in five-gallon cans?

A. No, by the barrel full.

Q. When was it that he went away?

A. May 5, 1914.

Q. Don't you know how much went into that business?

A. No.

Q. Any idea—whether $500 or $1000?

A. More than $500; I could not tell you.

Q. Any figures upon which to base it?

A. I simply could not be interested in it; couldn't handle it.

Q. Didn't you know what you generally loaned him money for?

A. I could not explain it. He went away then and was gone for four months.

Q. Taking the money with him?

A. Don't know whether he took the money or invested it.

Q. What was the Arlington property purchased with?

A. Got loan from Mr. Thurston. I signed second mortgage of $2500.

Q. Where did money come from that went into that property; was Mr. Langan's $1500 for that?

A. (?)

Q. Is that all the money he put into the Arlington Avenue property?

A. I think the first mortgage on the Arlington property, I have just forgotten what it was, and then took second mortgage on it; I think $3500 the first mortgage, and then got second mortgage of $2500 from that much which I signed.

Q. How much money in the Arlington place in cash?

A. I don't know.

Q. Was this during the time that you loaned him this $9000?

A. Oh, no.

Q. When did he buy the Arlington Avenue property?

A. In 1911, before I loaned him the other money.

Q. What time did you make the loan?

A. My receipts will show.

Q. What receipts?

A. My checks.

Q. For what purpose are the checks?

A. For loans that he asked me for.

Q. None of them ever been repaid?

A. Not since 1911.

Q. Where did the money come from to purchase the Philadelphia property?

A. He put $1500 in the house we are living in, with the Arlington money.

Q. Have you checks totalling up $9000?

A. I have receipts, yes.

Q. All of them?

A. I have the bills that I have paid.

Q. Bills that you paid?

A. For him, yes.

Q. In what way?

A. Mortgages on his Palisade Avenue property, first and second he let run for one year.

Q. Mortgages on other properties also; taxes and insurance on those properties and all the expenses of the real estate?

A. Yes.

Q. So that makes up the great bulk of that $9,000, doesn't it?

A. I have had to pay that besides.

Q. Did this money go into this real estate?

A. The Arlington money bought the property and he defaulted in the payments. I was compelled to pay them. I have charged them up against that property and considered it as an advance to him.

Q. And that is included in this $9,000?

A. Yes.

Q. And most all of the payments are in that same nature?

A. No, the Building and Loan is not, or the $3,000 that I gave him to buy the 60th Street property.

Q. What do you mean, "Building and Loan is not"?

A. I had to mortgage my property over again.

Q. And you paid these Building and Loan dues and charged them up against him?

A. No, never paid his building and loan in his life for him.

Q. That is included in this $9,000?

A. But I have never had any of it back again.

Q. All of it has gone into the real estate in some form or other?

A. In that way, yes.

Q. You remember the first will he made?

A. It has never been opened.

Q. He had a will?

A. Yes, he had a will.

Q. Mr. Alexander told you what the contents of that will were, didn't he?

A. Yes.

Q. That will was practically dividing his property equally between you and the two children?

A. No, he had not a second child at that time. The will is here.

Q. Did he leave all his property to you?

A. Yes.

Q. That is his will?

A. Yes.

Q. The second will he made?

A. I have that.

Q. To whom did he leave his property in that, to you?

A. Yes.

Q. All of it?

A. Yes.

Q. Do you know of any will he made out under which he mentioned or left any property to his son, Sid?

A. No.

Q. Never told you of any last will?

A. No.

Q. Always on friendly terms with his son, wasn't he?

A. For several years it did not seem to me as though he was.

Q. Never broke off with his son, Sid?

A. He never went to see him, and led me to understand that if we came out of Englewood and lived alone everything would adjust themselves.

Q. Simply your impression?

A. Yes.

Q. He never had any quarrel with his son, Sid, did he?

A. Not that I know of.

Q. Never expressed to you any unfriendly sentiments towards him?

A. He did not.

Q. He never expressed any unfriendly sentiments towards his son to you, did he?

A. Yes, when his son was working for him.

Q. When was that?

A. He said he was demoralizing his store by getting down there late in the morning. He said Sidney interfered with the men in the shop, and that he had said that "Father was an old hayseed."

Q. And why did he leave his father's place?

A. Mr. C came and took him away to the factory.

Q. You objected to him staying there, because of the nature of the business?

A. No, I never interfered.

Q. You objected to Sid staying in the plumbing business because you wished him to be an artist?

A. No, Sidney showed artistic abilities and we had an artist living in one of our cottages, who saw that Sidney had artistic ability, and she said we were doing him a wrong by putting him in the plumbing business.

Q. He wanted to be a plumber, didn't he?

A. Yes.

Q. You wanted him to be an artist?

A. Yes.

Q. And you objected to him continuing in the plumbing business?

A. I did not object, but I spoke to the father and asked him if he would not take him to see an artist in New York and see if the artist thought it was worth while taking it up.

Q. But you don't know of any quarrel that your husband has had, between your husband and your son?

A. Oh, they used to quarrel a little bit. The supposition was that Mr. Alexander had given me that house when I bought it, and when I applied for a larger account at Wanamaker's I then found out he had told the agents to change that; and I was very much surprised when Wanamaker's man came in and wanted Mr. Alexander to sign a little card holding him responsible for any larger account that I would have, and Mr. Alexander refused to do it, and I came down and he remarked, "Here she comes," and I said, "Good morning, what is it"; and he made me acquainted with the fact that he had come to get Mr. Alexander's signature on this larger account and he refused to give it because the property was not in my own name, and I turned to Mr. Alexander and I said, "You said you would put this in my name; isn't it in my name," and he said, "No." I asked him to come in and I thought that I could interest him enough to get the larger account, and he gave it to me, and Mr. Alexander seemed quite hurt to think I found out he had deceived me in that case.

Q. That was a short time after you came back to Englewood?

A. To try and make me feel good, he directed Mr. O to "make that out in my wife's name; I want her to have this place." Then I gave him $100 to pay

a deposit on that place, and then when he finally came back he had it changed back again to W. H. Alexander.

Q. After this time?

A. The first time he went away, 1912.

Q. You remonstrated with him?

A. I was surprised. I said, "What did you do that for?" He said that Mr. Hoskins advised him to do it.

Q. How do you fix April 14, 1911, as the date?

A. I do because of an automobile accident that happened on his way to Longport on that day. We were going away, when he discovered that we had papers in question that he had brought after disposing of the business to Mr. L. I had my clothes on and the automobile was at the door. We were going to Philadelphia after a girl, and he was to take the route by automobile in case the roads should be bad and he would have to retract, as he had to do coming from Atlantic City, the year before. He said, "You go get your girl, and I will go and open the house." We were all ready to go, when it occurred to him that with the repairs we were going to have, the papers in his grip in the house were unsafe and he said, "I have papers in a valise upstairs; it is not safe with these mechanics in the house." I said, "Why is it you think of papers now," and he said, "What do you do with your papers?" "Do you know how large a bank box is," I asked. "Well," he said, "all sizes, aren't they?" I said, "Well, mine is only about 4 inches wide, about 12 inches long and 2½ inches deep." I said, "I will tell you what I will do. I have fire insurance papers in my box; if you have any papers of any value, give them to me and I will go put them in the box." He put the papers all over the dining-

room table, opened a little folder he had, and he said, "These papers are yours; you take care of them. These others I will take in the automobile back to Atlantic City and decide afterwards what I will do with them;" and that was when he gave me these four papers;—the old will, insurance paper in Prudential for $1,000, a deed of the Cemetery lot, and this policy.

Q. Do you remember seeing this policy before that time?

A. Which, the Royal Arcanum? Oh, yes, I had access to his safe.

Q. Ever see the Prudential policy before?

A. Never saw the Prudential policy, the large one.

Q. I mean the $1,000 one?

A. That was the one he gave me.

Q. Had you seen it before that time?

A. Yes.

Q. Had possession of it?

A. No.

Q. Possession of the Royal Arcanum?

A. No, but it was where I could take it if I wanted to.

Q. And you never took it?

A. No.

Q. Everything kept in the bank?

A. Yes.

Q. What happened to the papers he gave you?

A. I put them in my bank box and proceeded on my way to Atlantic City.

By the Court:

Q. Where were you?

A. In Arlington.

Q. That is all the conversation that he had that you state now in connection with the papers?

A. Yes.
Q. Nothing else?
A. No.

By the Court:

Q. What day of the week was it?
A. Friday; because I stayed over until Monday, and in the meantime he had had this automobile accident.
Q. Take other papers with him?
A. No.
Q. Who went to Atlantic with you?
A. My daughter.
Q. Remember what time of day it was that your husband gave you these papers?
A. Yes, because I had to make a record of it on the Arlington bank, and then the cashier put on the time.
Q. What time of day was it that your husband gave you these four papers?
A. Somewhere between ten and eleven in the morning.
Q. Sure it was 1911?
A. When he gave me those papers?
Q. When this accident occurred?
A. Yes.
Q. In 1912?
A. The one I refer to was on that Friday of 1911.
Q. And that was the Atlantic City accident, wasn't it?
A. Yes, Toms River.
Q. And that was the accident you referred to when you wrote Mr. Apgar that you thought affected his brain?
A. I did not write Mr. Apgar; his attorney wrote to him; yes, from the evidence I had.

By the Court:

Q. Was that the accident you referred to, viz.: The one that occurred in April of 1911?

A. Yes.

Q. And that was the accident you referred to, whereby you thought that Mr. Alexander must have hurt his head in some way, to influence the making of the change in the beneficiary?

A. I think all the accidents, in a way, shocked him.

Q. That was the particular one you referred to?

A. Yes.

Q. And you gave information to your lawyer upon which to write to Mr. Apgar?

A. Yes.

Q. You know that Mr. Russell signed your name and wrote this letter? Mr. Russell was the attorney you had write to Mr. Apgar, wasn't it?

A. I have forgotten.

Mr. Seufert: (Reading copy of letter)

"January 13th, 1915.

Mr. W. Holt Apgar,
Supreme Council of the Royal Arcanum,
No. 36 E-State Street, Trenton, New Jersey.

Dear Sir:

I am in receipt of your letter of the 12th inst. wherein you advise me that my deceased husband, William H. Alexander, did on the thirty-first day of August A. D. 1912, make affidavit that the Certificate which was issued beneficiary was lost or beyond his control and in accordance with the law of the Royal Arcanum and at the request of my husband William H. Alexander another certificate was issued to him

wherein Sidney Herbert Alexander was made the beneficiary, this information comes as a very severe shock to me as Mr. Alexander had given to me the certificate and I was not aware of him having made a new certificate, in fact he assured me that everything that he possessed would come to me at the time of his death and bearing this in mind I was careful to see that the mortgage interest, his dues in the Royal Arcanum and other debts were paid and a letter sent to Mr. A. L. Williams, a collector for the Royal Arcanum, will confirm this statement, the only reason that I can assign for Mr. Alexander making a change of this kind was due to an automobile accident which he had in the month of April 1912 and left his mind temporarily unbalanced and influenced by those antagonized against me, which evidence I have in my possession to prove this statement, a very great injustice is being done in this matter, not only to me, his wife, but a daughter whom he left, surviving, under the circumstances I felt compelled to protest the payment of this money to Sidney Herbert Alexander and will act under advise of my attorney. Thanking you for your courtesy in this matter, I am,

Yours respectfully,

MADELINE ALEXANDER,
By A. F. Russell."

Q. Didn't you give facts to Mr. Russell on which this letter was based?

A. Yes.

Q. And did you read the letter before it went out?

A. No.

Q. Did he show it to you?

A. He read it to me.

By the Court:

Q. What have you to say now as to the year, after having heard that letter read to you?

A. The year is the same. That reads 1912. It was 1911 when the accident occurred.

Q. Did he have an accident in 1912?

A. Yes, positively, I have the truth.

Q. Does your daughter attend school?

A. Yes, at the high school.

Q. Philadelphia?

A. Yes, West Philadelphia.

Q. Where did she go to school, in Arlington?

A. Yes.

Q. Daily?

A. No.

Q. Never been out a day?

A. No, only when sick.

Q. How was she home on April 14th at ten o'clock in the morning?

A. We were on our way to Longport to open up the cottages. We were going down to open up the cottages and give keys to agent's hands, and had taken the latter part of the week to do it.

Re-direct examination.

By Mr. Voorhees:

Q. Mrs. Alexander, your son, Sid, did you and your husband ever assist him in business?

A. Yes, my husband had.

Q. In what way?

A. He bought a lunch wagon for him and Sidney

had a manager to run it, and his father advanced him moneys.

Q. Any idea how much money advanced to him?

A. Can't be positive, but very much surprised that a lunch wagon cost so much.

Q. Have you any idea how much given to him?

A. No, can't positively say.

Q. The witness has spoken of several checks.

Mr. Voorhees: I offer said checks in evidence.

(Said checks marked Exhibit M6.)

Q. You have examined these checks?

A. Yes.

Q. What are they for, generally?

A. They belong to Mr. Alexander and are for bills paid by me for him.

Q. I show the check dated April 16, 1913, drawn to W. H. Alexander, and signed by you, for $1975. What is that for?

A. That is for the mortgages that I got in the Building and Loan Association, to give him to go in business, when he went to Philadelphia; he was going to go into the plumbing business.

Q. Was that money ever returned to you?

A. No.

Mr. Voorhees: I offer said check in evidence.

(Check marked Exhibit M7.)

Q. I show you note dated June 10, 1911, signed by Mr. Alexander. What does that represent?

A. That represents a loan that he had at that time.

Q. How much is it?

A. $600. Then he laughed at me and told me after that the receipt therefor was not good.

Q. Witness shown check dated December 18, 1914, for $1134.67. Explain that please.

A. This is for taxes, road improvements, interest after he died, for two years.

Mr. Voorhees: Said check offered in evidence and marked Exhibit M8.

Q. Those several checks marked Exhibit M6—Has any of the moneys represented by these checks been returned to you?

A. These pertain to that last lot of taxes. I have never received any of this money, no.

Q. I show you a note dated July 1, 1907, signed by Mr. Alexander, made to your order. Tell me what that is for, will you—for the sum of $800?

A. This was a loan. He paid that back again in 1907.

Re-cross examination.

By Mr. Seufert:

Q. This check of Joseph Thomas & Son, for $152—was that from the store that is mortgaged—on some of the property that you now own?

A. For 1913 and 1914.

Q. On some of the property that you now own?

A. Yes, two years back.

Q. And all these Thomas checks are for that?

A. There are some sidewalk improvements there, I think.

Q. All real estate propositions?

A. Yes.

Q. That check for $1500 to Blar—what is that for?

A. That is part of the fee he charged when I got the $3,000 to give to Mr. Alexander; he said he would pay one-half of the expenses. That was one-half of the expenses of it.

Q. Mr. Alexander had paid it off?

A. No, he did not pay his part at all.

Q. This check to Francis C. Wood, $125; that is interest?

A. First mortgage, yes.

Q. All of the Wood checks are interest checks?

A. Yes.

Q. This Scholes check likewise is interest, isn't it?

A. Scholes, yes.

Q. What are these checks made payable to Mr. Alexander?

A. Little loans that he wanted at times; small checks, when he had not money.

Q. And they spread over a good many years?

A. I may have some more.

Q. This check for $1975, April 16, 1913? Was that payable to W. Alexander?

A. That was a check that I gave him, yes.

Q. For what purpose?

A. For a loan.

Q. To pay a mortgage?

A. No.

Q. For what?

A. For money to use.

Q. What did he do with the money?

A. I don't know.

Q. Haven't the slightest idea?

A. No.

Q. No explanation for it?

A. No.
Q. Wouldn't he tell you what he wanted it for?
A. No.
Q. Did you ask him?
A. No.
Q. Was that customary?
A. No.

By the Court:

Q. Why?
A. That was the understanding. He was to expend it and not ask me to help him in any way in this business. He was to expend it in any way he liked.
Q. You knew what he was going to do with it?

By the Court:

Q. Why the odd sum of $1975 loaned to him for?
A. I can't recall.
Q. This note of $600, due September 10, 1910; how did he come to give you that?
A. He wanted the money at the time that he bought the Palisade Avenue property. He wanted money. He hadn't the money to even pay the contractor.
Q. And that money went into that property?
A. At that time, yes.

By the Court:

Q. Did you keep a regular book account of your dealings with your husband?
A. No.
Q. You had no book account at all of your dealings?

A. He kept book account until 1905, and I took care of my part of the real estate and he took care of his own.

Q. With reference to the date of the $600 note, when was the $600 loaned to your husband; before that time?

A. At that time.

Q. Did you take a note from your husband for the $1975?

A. No.

Q. Why did you take a note for $600?

A. He gave it to me to make me feel secure.

Q. Any of the other money, amounting to $6,000 and upwards, did he give any notes?

A. No.

Q. Did you want notes to make you feel secure?

A. I found out that was not legal between man and wife; he only did this to pacify me, and said that I couldn't hold him, so after that I didn't require a note.

Q. From 1911 on, you loaned $9,000 without getting a scratch of a pen to show that you loaned him the money?

A. Yes.

Q. You knew that this note of 1911 for $600 was not in bankable form, didn't you?

A. I did not understand those things at that time.

Q. You knew this was only given you as an acknowledgment of the money?

A. Of the money I loaned him.

Q. Don't you recall where you got the money from which is represented by that check—$1975 check?

A. This was made at the time I got the $3,000 mortgage from the Building and Loan Association.

Q. And does that explain it being in the sum of $1975?

A. That is a part of it, yes.

Q. You borrowed that money on the property and that is the amount you gave your husband?

A. I gave him more than that; that is only part of it.

Q. At about the same time?

A. No, not right away.

Q. How much did you give him afterwards?

A. I have forgotten.

Q. Did you give it to him by check?

A. I really don't know. I think there is a check I gave him after that.

Q. Do you recall how much it was?

A. $600, I think.

Q. On the back of the check I notice three rows of figures in lead pencil, aggregating $1975.

A. That is my husband's figuring; that is not mine.

Q. Is that your husband's figuring, or was it done by the bank officials?

A. That looks like Mr. Alexander's figures.

Q. Can you tell what those three figures represent, having in mind the amount of $1975?

A. It looks to me——

By the Court:

Q. This $1975 is made up of three different amounts, written on the back of that check in lead pencil—you say in your husband's handwriting. What do those three items represent?

A. I could not tell you. He had a great habit of keeping records on the back of checks and on scraps of paper, &c.

By Mr. Voorhees:

Q. Wasn't this note given to take up some interest on mortgage or loans?

A. No, sir; that is the time the Building and Loan Association gave him that as a part of the money he wanted to go ahead with.

Q. How much did you borrow from the Building and Loan at that time?

A. $3,000. I gave him more than that. There is another check of $600. He had the benefit of the $3,000 less Mr. Blank's half expenses, the expenses of collecting and the Building and Loan fee of $10; he took half of the expense and I took the other half, and gave him $3,000 to go into business with.

Q. That was when he was to go into business in Philadelphia and you were not to question?

A. I was anxious to see him in business.

Q. Was any of that money returned to you?

A. No.

Re-cross examination.

By Mr. Seufert:

Q. When did you buy the Philadelphia house?

A. In 1912; yes, the latter part of the year 1912.

Q. Second mortgage on that, wasn't it?

A. Yes.

Q. Did you give your husband the money to pay the second mortgage?

A. No. I paid it. I got Mr. Russell to.

Q. Shortly after you bought it?

A. No, the mortgagee made a demand on Mr. Alexander, and he promised that he would release the second mortgage.

Q. When?

A. Six months after he had bought it, and she wrote to me and told me she had use for the money and demanded that he pay the second mortgage and

he said, "If you want this property you can take it and assume the taxes and take up the mortgage."

Q. The equity in building was $900?

A. Yes.

Q. How much taxes?

A. I have forgotten. There was considerable interest to be paid on it.

Q. Interest? Wasn't this check given at that time in adjustment of the troubles—that $3,000?

A. That came from the Philadelphia property purchased. This money was given to Mr. Alexander to go into business.

Q. And it was about the same time of that check that you have the trouble and had to make the adjustment on the Philadelphia property?

A. No, not at that time.

Q. You said you bought the property in the fall of 1912?

A. On 60th Street you mean?

Q. The Philadelphia property?

A. The place that I was in; that was bought in the latter part of the year 1912.

Q. And you say that about six months after that you had the trouble with the mortgage?

A. Oh, no, not with that piece of property; with the property that he was going in business with.

Q. When was that?

A. That was six months after he bought it.

Q. Are there two pieces of property in Philadelphia?

A. Yes.

Q. And you own two pieces?

A. Yes, one has only 900 acres in it.

Q. Mr. Alexander bought both pieces?

A. Yes.

Q. And transferred both of those pieces to you?

A. Yes.

Q. That is the piece that you speak of now that he bought to go into business with?

A. That is the piece.

Q. At about the time you gave the check?

A. He bought this piece of property to renovate into a store to go into business.

Q. Don't you know whether the money went into this?

A. No, I don't.

Q. Don't know that it did?

A. I can't say.

Q. It was just about the time of giving this check that he bought this property?

A. I can't say.

Q. Wasn't it about that time?

A. In April; I can't recall the time he bought it.

Q. He bought the property when?

A. In 1913, I think.

Q. The spring of 1913?

A. Yes, I think the spring of 1913; $900 equity.

Q. Why do you figure $900 ?

A. When the mortgage was called, I found out the mortgage was $1,000, and I didn't know what to do, and I asked him what he was going to do about it, and he said, if more than the equities to let it go; have not the money to put into it and redeem it, and let it go. I went and saw this Mr. R and asked for an extension of time until I felt my way to take it up; and he says, "Are you the lady Mr. Alexander gave power of attorney to and his note;" he wanted to produce it in the bank. I said, "Mr. Alexander never gave power of attorney to make out checks." He says, "I have to have more money." I asked Mr. R to get me $1,000 to redeem the mortgage.

Q. You own that property now?
A. Yes.

By the Court:

Q. Where is that property?
A. On 60th Street.
Q. What did your husband pay for it?
A. $900.
Q. He paid $900 for the equity?
A. Yes.
Q. He paid the taxes?
A. No, he never paid taxes on it while in Philadelphia; nothing else paid on it.
Q. Pay any interest on the mortgage?
A. Nothing.
Q. Where do you get the information that he paid the $900?
A. I found the deed and transfer; and from the agent, who is still my agent now, Mr. Mulger.

By the Court:

Q. When were you first informed that your husband had bought this 60th St. property and put it in your name?
A. When he did not pay the taxes.
Q. When, with reference to this $6500, was it?
A. That had nothing to do with it.
Q. You loaned your husband $1975 to go in business with, and he bought this property. When, with reference to this, did you learn that the property was in your name?
A. It was not in my name.
Q. When did he put it in your name?
A. In 1914.

Q. Why?

A. Because he could not pay taxes and could not save it.

Q. And you paid what was necessary to save it?

A. Mr. Russell paid taxes and interest for me, and I wrote to Mr. Alexander while in Englewood to come home and adjust it, and I had to redeem it or let it go.

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

Direct examination.

By Mr. Seufert:

Q. You knew Mr. Alexander in his lifetime?

A. I did, yes.

Q. Where do you live?

A. Englewood.

Q. How long have you lived in Englewood?

A. Probably thirty years.

Q. At one time you were secretary of the Royal Arcanum, weren't you?

A. Yes, sir.

Q. Remember any time during the year 1912 Mr. Alexander having any talk with you about Sidney Alexander?

A. Yes. He met me about that time, 1912, as near as I can remember.

Q. Will you state what he said, as near as you can remember?

A. He said he thought about changing his bene-

ficiary, and I asked him did he have the benefit certificate, and he said, "No," that he did not have it at that time; that he would look it up and see me later about it. But he wanted to change it to his son, Sidney.

Q. Did he say why he wanted to change it?

A. He said that if anything happened to him, Sidney would not get anything from his mother, and he knew his daughter would be well provided for, and he wanted to provide for the son. I told him he would have to produce the benefit certificate in order to get it exchanged. I did not see him again for some time after that.

Q. Did you have a talk with him the next time you saw him?

A. Some time previous to this (two years previous to this, 1910) he came to me first, and said he wanted to make change in beneficiary certificate. In 1912 was the time that he saw me again, and he said then that he could not produce the certificate and did not know exactly where it was; that it was home somewhere; that he thought his wife had it. I told him then he would have to make a statement before a notary to that effect, before the Supreme Council would issue another one.

Q. Did you know what Mr. Alexander had done with his property?

A. Done with his property?

Q. Yes?

A. I don't know what he done with his property.

Q. Did he make any statement to you in connection with his property, when he said he wanted to leave something to Sidney?

A. No, except he said he did not have very much to leave him and about the only thing he could leave him was the Royal Arcanum; thought he was entitled to that.

Q. Did he make any statement why he did not have anything else to leave?

A. No, I don't know that.

Cross-examination.

By Mr. Voorhees:

Q. Do you recall who drew the affidavit?

A. Yes.

Q. Who did it?

A. I believe it was the cashier of the Englewood bank. He was a notary at that time and a member of the Royal Arcanum.

Q. Were you present at that time?

A. I was not.

Q. Can you give us the month in 1910 when he first talked to you about this transfer?

A. No, sir, I cannot.

Q. Was there no one present other than you at the time?

A. Not that I remember.

Q. Was his son present?

A. No.

Q. Was he living with his son at that time?

A. That I can't say; I can't remember.

Q. Was he still living in Englewood at the time?

A. I can't remember.

Q. How do you remember distinctly what he told you?

A. That is easy to remember.

Q. You are quite sure he went into details and told you why he wanted Sidney to have it?

A. I certainly do; I remember that distinctly.

Q. Did he say anything about his wife?

A. No.

Q. Say where he was living then?

A. Did not say; I knew where he lived probably at that time, but don't remember now. I don't recall it just now, right off, whether he lived in Englewood, Arlington or Philadelphia; I don't remember.

CHAS. SPRINGER, a witness produced on behalf of the defendant, being duly sworn, testified as follows:

Direct examination.

By Mr. Seufert:

Q. Mr. Springer, where do you live?

A. Englewood, New Jersey.

Q. How long have you lived there?

A. Between twenty-five and thirty years.

Q. You knew Mr. Alexander during his lifetime?

A. Well, the greater part of it; married lifetime.

Q. To what extent did you know him? Were you familiar with him?

A. Oh, yes, quite familiar with him.

Q. Called at his house and he called at yours?

A. Yes.

Q. Ever loan him any money?

A. Yes.

Q. You are the party that wrote him the note that has been referred to in this case?

A. Yes, sir, but I did not write it referring to those notes; no, sir.

Q. You are the party who signed the letter and sent the letter?

A. Yes.

Q. Remember ever having any talk with Mr. Alexander during the year 1912 about his son, Sidney?

A. Well, now, I don't know that I can answer that question about the date. Was that the time that he made the transfer?

Q. At or about the time that the certificate in the Royal Arcanum was transferred to Sidney?

A. A short time previous to that, he said he had thought about making it over to Sidney. "Well," I said, "if you feel that way, I would do it."

Q. Did he say why?

A. No, did not say why; simply spoke in those few words.

Q. Did not give any reason for doing it?

A. No.

Q. Did he refer to the certificate again?

A. Not until he said he had it all made out—some time after that.

Q. What did he say?

A. "Well, I have had it all made out to Sidney."

Q. Give any reason why he had made the transfer?

A. He said that was about all he could leave him.

Q. Know what became of his property?

A. Only what I have heard.

Q. Did Mr. Alexander make any statement to you about what he did with his property at that time?

A. It was all transferred to Mrs. Alexander's name; she had all, except the Englewood property.

Q. Was any conversation had at any time in connection with the transfer of the certificate?

A. No, I think not; I am not positive.

Q. That is the only talk you had with Mr. Alexander about the transfer?

A. Yes, that is the only time he spoke to me about it.

Q. But the statement that you say he made to you about having transferred all his property except

Englewood property to his wife, preceded the transfer of the certificate?

A. Oh, yes.

Cross-examination.

By Mr. Voorhees:

Q. At the time of Mr. Alexander's death, did he owe you any money?

A. Yes.

Q. How much?

A. $500, with interest.

Q. Did his wife pay it?

A. Yes, she paid it.

Q. With her individual check?

A. Yes.

SIDNEY ALEXANDER, being recalled, testified as follows:

Re-direct examination.

By Mr. Seufert:

Q. Your father continuously visited you when he left Englewood, up to the time of his death, didn't he?

A. Not often?

Q. And how many times did he visit you?

A. About three times.

Q. And how long did he stay at your house at each time?

A. On one occasion, probably three days.

Q. And on the other occasions?

A. The last time—I don't know, a month or two months—quite a while.

Q. How long before his death had he visited you?

A. A short time, I don't know just that date.

Q. Approximately a month?

A. A month.

Q. And how long did he stay at that time?

A. At my house one night, I think.

Q. When did you leave your father's house?

A. When I was twenty-two years old.

Q. Was it by reason of any quarrel with your father?

A. No.

Q. Statements have been made that you were set up in business by your father, with a lunch wagon. Is that a fact?

A. Yes.

Q. How much did your father give you?

A. $400.

Q. Has that ever been repaid?

A. Yes.

Q. Has he ever given you any other money?

A. No.

Q. Have you ever received any other money from him at any other time, or any other property of real estate or personal property?

A. No.

Q. You boarded at home, didn't you, after you started to earn your own living, and did you pay any board?

A. Yes, always.

Q. Who did you pay it to?

A. My mother.

Re-cross examination.

By Mr. Voorhees:

Q. Your mother was a good business woman, wasn't she?

A. Very poor.

Q. Would you have said that six years ago?

A. Yes.

By the Court:

Q. In September of 1912, at or about the time that your father gave to you this new certificate, where was he living?

A. Philadelphia.

Q. Had he been visiting you prior to that time?

A. No.

Q. When did he visit you for a period of six weeks before or after that time?

A. Before.

Q. How long before?

A. I can't recall; he visited me so few times.

Q. But you have mentioned three times, and you referred to one occasion as having been as long as three weeks?

A. But I can't remember.

Q. How long before he gave you this certificate had he been to visit you?

A. I think that was the first time he visited me.

Q. When he gave you this certificate?

A. Yes.

Q. And how long had he been on a visit to you at that time?

A. Three days.

Q. And it was during the three days that he gave you this certificate?

A. Yes.

Q. That is the first visit he made to you for that period of time?

A. I have not seen my father in five years now.

Q. Why haven't you seen your father?

A. Because my mother would not permit him to see me. I was refused admission to the house.

Q. But your father was not home all the time; he was engaged in business, wasn't he?

A. At that time he was not.

Q. You could have seen him on the streets of Englewood?

A. For five years he has been away from Englewood. This was in Philadelphia I visited him, or tried to.

Q. When did your father go to Philadelphia?

A. When he left Arlington. I don't know just the year when they left Arlington.

Q. They were in Arlington in April of 1911. This transfer to you is made in September, 1912.

A. The transfer was made while we were in Arlington, if that is correct. I am not sure about that. I think that is where we were living at the time.

Q. My question is why you did not try to see your father in Arlington or Englewood, observing at the same time that he was not always at home?

A. Because, every time he met me it was reported back to my mother that he had met me, and it made trouble with him. I did not want to annoy him.

Q. Was he in good health during the three days he visited you?

A. Fine.

Q. Did you speak to him of the transfer?

A. No, I did not know he was going to do it.

CONCLUSIONS.

(Decided, February 11, 1916)

IN CHANCERY OF NEW JERSEY.

Between
THE SUPREME COUNCIL OF THE ROYAL ARCANUM, a corporation,
Complainant,
and
MADELINE ALEXANDER AND SIDNEY HERBERT ALEXANDER,
Defendants.

CONCLUSIONS.

For the Defendant, Madeline Alexander: MR. H. H. VOORHEES;
For the Defendant, Sidney H. Alexander: MR. W. M. SEUFERT.

BACKES, V. C.:

I will dispose of the case now. There is no material conflict in the testimony—due perhaps to the fact that the witnesses testified to matters and oc-

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currences not related to the same period; and the principles of law involved and to be applied are not seriously disputed by counsel.

On May 3, 1889, William Henry Alexander became a member of the Royal Arcanum and entitled to a death benefit of $3,000. The death benefit certificate issued at that time was made payable to his wife, Madeline Alexander. On September 4, 1912, at the request of the member, the Royal Arcanum issued a new certificate payable to the member's son, Sidney Herbert Alexander. Upon the death of the member, November 28, 1914, the widow and son each made claim to the benefit, whereupon the Royal Arcanum, being disinclined to determine the rights of the claimants, paid the money into court and obtained a decree that they interplead, and the parties are now here—the mother on one side, the son on the other—asking that the Court award to them as against the other, the money.

Aside from the special equities set up by the mother, and to which I will hereafter refer, the status of the claimants as beneficiaries under the laws of the Royal Arcanum, is equal. Each is within the class designated by the laws of the order, qualified to be beneficiaries; by those laws the selection is left entirely to the member; having once nominated a beneficiary, it is also his right under the provisions of the order, to change the beneficiary. And from a moral and equitable viewpoint, as this case developed, it seems to me that the mother, as a dependent and an object of the member's bounty, has no greater claim than the adult son. In the strictly legal aspect of the case, the son, as the holder of the last certificate, occupies the superior position, and the first attack, in order to overcome this, is as the mother contends that the son's certificate was

procured by the member fraudulently, in violation of the rules of the organization, and that it is void. As I recall the law of the order as it was read to me, a member of the order has the right at any time, upon surrender of the certificate, to change the beneficiary, or, if the certificate is lost or beyond his control, upon proof of the fact, by affidavit or otherwise, to the satisfaction of proper officers, he may obtain a new certificate with the change of beneficiary.

It is claimed that in 1912, when the new certificate was issued, and to obtain it, the member in writing under oath, stated that the old certificate was lost and beyond his control, or words to that effect—I do not now recall the exact language—and the claim is that the member at the time knew the policy to be in his wife's possession and that he knowingly, falsely and fraudulently made the affidavit. I have very serious doubts whether, even though the affidavit was thus false, the question can be raised in this litigation over the fund, by the beneficiaries. I am inclined to think that the naming of a beneficiary in the certificate of a benevolent society is for the guidance of the organization, and can only be taken advantage of by the organization in testing its liability under its certificate, and that this defense is waived when the fund is paid into court. But, I need not pass upon that, because the evidence does not satisfy me that the affidavit was fraudulently false. The mother testified that on Friday, April 14, 1911, about ten o'clock in the forenoon, at Arlington, just while they were getting ready to go to Atlantic City to open up their summer home, her husband handed her four papers, saying, "These are yours; take care of them; put them in the bank-box." Their little daughter, who was then ten years

old, and who now lives with the mother, says she saw the occurrence and that father said, "Mother, these papers belong to you, take care of them." The four packages contained an old will; a deed for a cemetery lot; a policy in the Prudential; and the certificate in the Royal Arcanum. The mother says that her husband had a satchel full of papers at the time; that he spread them all over the table, and selected these four. She does not say, nor does it appear, that the member identified any of the papers by their proper designation; or, from anything he said, that he knew one of them was the Royal Arcanum certificate.

Now, the deduction I am asked to make from this testimony is, that fourteen months afterwards the member, knowing where the policy was, deliberately perjured himself. I cannot believe that the widow and this little daughter intended that their testimony could, or should, have that effect; but, that is the implication. If the member delivered over these four papers, as the mother and daughter say he did—taking into consideration the other testimony in the case, that in 1910 he stated to a fellow-member of his lodge that he intended to make a transfer to the son, and in 1912 to the same member and another that he intended to make the transfer, and at that time to one of them that he did not know where his cerificate was; that it was somewhere about, and he thought his wife had it—isn't it the fairer inference that when he turned the four bundles over, he was not mindful that one was the certificate, or else that he had forgotten the event? There was no reason for him to resort to something so sordid as a false affidavit to obtain the change. If he knew that his wife had the certificate, he could have so stated, and probably truthfully, that it was beyond

his control, and that would have sufficed. The proofs in the case are far from satisfying me that the affidavit was deliberately falsely made. On this score the mother fails.

So, I will take up the matter of the special equity of the mother, to which I have referred, and upon which her counsel chiefly relied. Her claim is that after the certificate was delivered to her, in April of 1911, she, on the strength of it, at various times, advanced to her husband $9,000 in the expectation that she would be partly reimbursed out of the fund at his death. Now, as I understand the authorities in cases of this kind, where the fund is paid into this court and the strife is, as it here is, between two claiming it, equity will treat the fund as the property of the member, and make disposition of it upon equitable principles. So that even though the son's legal right in this case is superior to that of his mother, he may be outclassed by her equities. I have some misgiving as to the accuracy, I will not say truthfulness, of the mother's and daughter's testimony that the father made formal delivery of the certificate to the mother on April 14, 1911, because only a short time before, in 1910, if we believe the disinterested witnesses, he had intended to transfer it to his son. That this was a firm resolve appears from a reiteration of his intention, made in 1912, just before the transfer to the son was made. And, in this regard, I may say that the apparent keenness of the memory of the daughter, who was then only ten years old, attracted my attention. It may be, that in the bundle of four papers the mother got, the certificate was included, but I question whether it was handed over knowingly. But, if it was handed over, it seems to me it was done only for safekeeping. Now, when the certificate was delivered in 1911, if

it then was delivered, the mother took it upon condition of the member's right to make a change in the beneficiary, unless she at that time obtained it for a valuable consideration; or, later on, passed a valuable consideration referable to it. That she gave no valuable consideration for the certificate at the time it was delivered to her, is admitted. So, it appears that she cannot lay claim to the whole fund, by way of purchase at that time; and it does not appear in the evidence, if in fact she thereafter advanced money to her husband, that any money was advanced—lent—on the strength of the security of the certificate. If she did lend her husband money thereafter, then the burden is upon her to show me, in dollars and cents, how much she advanced and only to that extent will her equitable rights be superior to that of her son. And this she has not done with any degree of satisfaction. She does say, in so many words, that she lent to her husband $9,000 and upwards, and to her counsel stated that she had tabulated the various sums for him, but the tabulation was not produced, that I recall. She produced this bundle of checks, made out in her husband's favor, and which she claims represents that amount and exceeds it. I am not at all satisfied she lent her husband any money, in the legal sense. If she advanced him any money at all, I am inclined to think that it was of their joint fund, and if she lent him any I am satisfied that it was fully repaid. And let me explain how I come to the conclusion that there was no money lent: They were married in 1883, and were in humble circumstances. He was a plumber and prospered in his business. She was thrifty, took in boarders, made money on a small scale and saved it. They saved and accumulated money in common interest. In

1905 the husband turned all of his real estate, some of which he got from his parents, over to his wife. In fact, all that he possessed, up to within a month of his death, he turned over to her. Their joint accumulations represented by real estate at the time of his death, in his wife's hands, amounted to about $35,000. The only property she did not get is the fund now in dispute. After her husband turned his property over to her in 1905, she became the dominant factor in the matter of finances, at least, and I think she managed her part well, too. She looks like a clever, shrewd, calculating woman, who, as a man, would have made her mark in the business world. Thereafter, notwithstanding her ascendency, he continued in his occupation, and they worked together, probably as they had before, but he appears to have surrendered the financial management pretty much to her. She was in control of their affairs.

Now, I have said that there were no loans made by her to her husband in the legal sense. By that, I mean that the amounts said by her to have been advanced and represented by the bundle of checks before me, were of moneys belonging to the two, although held in her name, and that these moneys were spent by the husband in the interest of both. He engaged in business, bought real estate from time to time, and many of these checks, according to Mrs. Alexander's admission, were used in improving the realty which was either in her name at that time, or which afterwards her husband conveyed to her. She benefitted and I think to the full extent of the moneys represented by the checks which she gave to her husband. In 1911 or 1912, he sold his Arlington Avenue property, and bought a home in Philadelphia, which he placed in his wife's name. An-

other property in Philadelphia, which he bought with money she gave him, to engage in the haberdashery business, he afterwards conveyed to her; and a month before he died, he conveyed to her his last piece of property, #4 Palisade Avenue, for which he had an offer of $17,000 and on which there was a mortgage of $7,500. These sums, represented by the checks given by her to her husband, it seems to me were used in the joint enterprise, the fruits of which she now enjoys. The checks were for moneys advanced but not lent. Not a single item of this mass of checks has been pointed out and proved, as representing an out and out loan, to which the certificate in question may be attached as security. The burden of doing this was upon the widow, and in this she has failed.

After the death of her husband, Mrs. Alexander paid some of his debts, something like $1,000, as she says, in the expectation that she would be reimbursed out of this death benefit. It must not be overlooked that she at that time also had as much coming to the estate from the Prudential Insurance Company. It is not shown how these debts were contracted, or for whose benefit, but from the general complexion of the case, it does appear that whatever there was beneficial from the exertions of Mr. Alexander, after his wife took hold, went to their joint benefit, and whatever losses were sustained came from their joint funds. The debts were debts of the combination—*quasi* copartnership debts—which she paid, not in reliance upon the Benefit Certificate, but because it was her obligation to pay, and she must have realized that had she not done so, a bill in equity would have enforced payment out of the Palisade Avenue property, which was conveyed to her only a month before her husband died.

To summarize: The certificate was not delivered to the wife for a valuable consideration, and on that score she had no equity superior to her son. It was not delivered to her upon any understanding of security for future advances. She has not proved that she lent her husband any money upon the security of the certificate, expressly or by implication, and for this reason she has no rights outreaching those of her son. She held the certificate, if by delivery, without any contractual rights, and at all times subject to the right of change of beneficiary.

I said before, that from a moral viewpoint, the widow as a dependent was not entitled to any greater consideration than the son. There has been an estrangement between mother and son since 1909, but none between the father and son. Mr. Alexander realized that on his death the son could expect nothing from his mother, and the wife then being in comfortable circumstances, it was not unnatural to give to the son the only bit of property then under his control and subject to his disposition.

The money in court will be awarded to the son. Under the circumstances, costs will not be imposed.

FINAL DECREE.

IN CHANCERY OF NEW JERSEY.

Between
THE SUPREME COUNCIL OF THE ROYAL ARCANUM, a corporation,
Complainant,
and
MADELINE ALEXANDER AND SIDNEY HERBERT ALEXANDER,
Defendants.

ON BILL OF INTERPLEADER.

FINAL DECREE.

This cause coming to be heard before the Court in the presence of Harrison H. Voorhees, Esquire, solicitor for and of counsel with the defendants, Madeline Alexander, and William M. Seufert, solicitor for and of counsel with the defendant, Sidney Herbert Alexander, and the several answers of the defendant being read, testimony of witnesses taken, and the arguments of respective counsels heard, and it appearing that William H. Alexander, in his lifetime was insured with the complainant herein in the sum of three thousand ($3000.00) dollars, and that at the time of his decease there was due and payable the sum of three thousand ($3000.00) dollars as appears by the statement of the complainant,

which was held by it for such persons as were lawfully entitled to receive the same and that the defendant, Sidney Herbert Alexander, was lawfully entitled to receive the said sum of three thousand ($3000.00) dollars,

And it further appearing to the Court that the sum of three thousand ($3000.00) dollars being the balance due because of said insurance at the time of the decease of said William Henry Alexander was at the time of filing of the bill of complaint in this cause, paid by the said complainant into this court, and that the same less the costs of the said complainant, still remains deposited in this court and is subject to the order and direction thereof.

It is, thereupon, on this day of February, 1916, by the Honorable Edwin Robert Walker, Chancellor of the State of New Jersey, ordered, adjudged and decreed and the said Chancellor, by virtue and power of this court, does hereby order, adjudge and decree that the said sum of three thousand ($3000.00) dollars remaining in the hands of the complainant at the time of the decease of said William Henry Alexander, was the property of the said defendant, Sidney Herbert Alexander, and that upon his decease the said defendant, Sidney Herbert Alexander, became, was and now is entitled to said sum, and that the balance (after deducting the complainant's costs) of said sum paid into court as aforesaid and now remaining deposited therein, together with any interest accumulations thereon be paid to the said defendant, Sidney Herbert Alexander, or to his solicitor,

And it is further ordered that no costs be taxed as against either defendant.

NOTICE OF APPEAL.

IN CHANCERY OF NEW JERSEY.

Between THE SUPREME COUNCIL OF THE ROYAL ARCANUM, a corporation, *Complainant,* and MADELINE ALEXANDER AND SIDNEY HERBERT ALEXANDER, *Defendants.*	ON BILL OF INTERPLEADER. FINAL DECREE. NOTICE OF APPEAL.

The defendant, Madeline Alexander, hereby appeals from the whole and every part of the final decree made in this court, in the above-stated cause, bearing date the 10th day of March, A. D. 1916, to the Court of Errors and Appeals, in the last resort in all causes.

Dated March 1916.

Yours, &c.,

H. H. VOORHEES,
Solicitor for and of Counsel with Madeline Alexander, one of the Defendants.

To William M. Seufert, Esq., Solicitor of Sidney Herbert Alexander:

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

H. H. VOORHEES,
Solicitor for and of Counsel with Madeline Alexander, one of the Defendants.

[ENDORSED]

Service of a copy of the within notice is hereby acknowledged.
March 11, 1916.

Sol'r of Sidney Herbert Alexander.

PETITION OF APPEAL.

NEW JERSEY
COURT OF ERRORS AND APPEALS.

THE SUPREME COUNCIL OF THE ROYAL ARCANUM, a corporation,
Complainant,

and

MADELINE ALEXANDER,
Defendant and Appellant,

and

SIDNEY HERBERT ALEXANDER,
Defendant and Appellee.

} PETITION OF APPEAL.

To the Honorable the Court of Errors and Appeals in the last resort in all causes:

The petition of Madeline Alexander, the appellant in the above-stated cause, respectfully shows that your petitioner finds herself aggrieved by a final decree made in the Court of Chancery by his Honor, Edwin Robert Walker, Chancellor of New Jersey,

bearing date the 10th day of March, A. D. 1916, wherein the Supreme Council of the Royal Arcanum, a corporation, was complainant, and Madeline Alexander and Sidney Herbert Alexander were defendants, in this respect, to wit: that the said decree adjudges that the sum of $3000 remaining in the hands of the complainant at the time of the decease of William H. Alexander, was the property of the said defendant and appellee, Sidney Herbert Alexander, and that upon the decease of the said William H. Alexander, the said defendant and appellee, Sidney Herbert Alexander, became entitled to the said sum of $3000; and that the said Court did further order, adjudge and decree, that the balance of said sum remaining in the said Court of Chancery be paid to the said Sidney Herbert Alexander, or to his solicitor.

And your petitioner humbly appeals from that part of the decree of the Chancellor which decrees as aforesaid, upon the ground that the same is erroneous, for that the said complainant was a mutual organization for the payment of death benefits, and that the said William H. Alexander was a member of the complainant, and as such, there was issued to him a policy payable at his death, for the sum of $3000, and in which policy the said appellant, Madeline Alexander, was the beneficiary, and that subsequently, and before the death of the said William H. Alexander, he attempted to change the beneficiary, by procuring a new policy to be issued, in which said new policy he named the said defendant and appellee, Sidney Herbert Alexander, as the beneficiary, and that the said attempted change of beneficiary was a fraud upon this defendant and appellant, and was illegal, void and of no effect, and that upon the death of the said William H. Alexander,

the amount due and payable upon said policy belonged to this defendant and appellant, Madeline Alexander, and not to the defendant and appellee, Sidney Herbert Alexander.

Your petitioner, therefore, prays that the said decree of said Chancellor may be, in the particulars aforesaid, reversed, set aside and for nothing holden. And that your petitioner may have such relief in the premises as to this Honorable Court shall seem meet.

H. H. VOORHEES,
Solicitor for and of Counsel with Appellant.

ANSWER TO PETITION OF APPEAL.

NEW JERSEY
COURT OF ERRORS AND APPEALS.

THE SUPREME COUNCIL OF THE ROYAL ARCANUM, a corporation, *Complainant,* and MADELINE ALEXANDER, *Defendant and Appellant,* and SIDNEY HERBERT ALEXANDER, *Defendant and Appellee.*	ANSWER TO PETITION OF APPEAL.

The answer of the above-named appellee to the petition of Madeline Alexander's appeal of the above-named appellant.

This appellee, not acknowledging all or any of the matters which in the said petition of appeal are contained, to be true, for answer thereto, nevertheless, says and admits, that a decree was on the 10th

day of March, 1916, made and entered in the Court of Chancery, in the cause for that purpose mentioned in the said petition, as is therein stated; but as to the substance and form thereof, this appellee prays to refer thereto when the same shall be produced. And this appellee 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 adjudged to this respondent.

WILLIAM M. SEUFERT,
Solicitor for Appellee.

"EXHIBIT S1."

Change 140182

ROYAL ARCANUM

Number	Amount
104801	$3,000

[SEAL]

BENEFIT CERTIFICATE.

This Certificate is issue to Copy

WILLIAM HENRY ALEXANDER, a member of Palisade Council No. 1135 Royal Arcanum, located at Englewood, N. J upon evidence received from said Council that he is a contributor to the WIDOWS AND ORPHANS' BENEFIT FUND of this Order; and upon condition that this certificate, the Charter of the Order and the statements made by him in his application for membership in said Council, and the statements certified by him to the Medical Examiner, both of which are filed in the Supreme Secretary's office, be made a part of this contract, and upon condition that the said member complies in the future with the laws, rules and regulations now governing the said Council and Fund, or that may hereafter be enacted by the Supreme Council to govern said Council and Fund, and upon condition that any changes, additions or amendments to the Charter, Constitutions or Laws duly made or enacted subsequent to the issuance of this Benefit Certificate shall bind the said member and his beneficiaries and shall govern and con-

trol the agreement in all respects in the same manner as if such changes, additions or amendments had been made prior to and were in force at the time of the application for membership, and upon condition that the said member, for himself and for any person or persons accepting or acquiring any interest in this Benefit Certificate, agrees that no action at law or in equity shall be brought or maintained on any cause or claim arising out of any membership in the Royal Arcanum or on any Benefit Certificate, unless such action is brought within three years from the time when the right of action accrues. These conditions being complied with, the Supreme Council of the Royal Arcanum hereby promises and binds itself to pay out of its Widows and Orphans' Benefit Fund to

SIDNEY HERBERT ALEXANDER (son)

the sum of THREE THOUSAND DOLLARS in accordance with and under the provisions of the laws governing said Fund, upon satisfactory evidence of the death of said member, and upon the surrender of this Certificate; provided that said member is in good standing in this Order at the time of his death, and provided also that this Certificate shall not have been surrendered by said member and another Certificate issued at his request, in accordance with the laws of this Order.

IN WITNESS WHEREOF the Supreme Council of the Royal Arcanum has hereunto affixed its Seal and caused this Certificate to be signed by its Supreme Regent and attested and recorded by its Supreme Secretary at Boston, Mass. this 4th day of Sept A. D. 1912

F. T. MCFADEN,
SAML N. HOAG
Supreme Regent.

WITNESSED AND DELIVERED IN THE PRESENCE OF EITHER

OR

Regent
OF
PALISADE
COUNCIL No. 1135
R. A.
G. W. WHYARD
Secretary

ATTEST:
ALFRED T TURNER
Supreme Secretary.

I ACCEPT THIS CERTIFICATE
ON THE CONDITIONS NAMED HEREIN.
WILLIAM HENRY ALEXANDER
(*Signature of Member*)
[SEAL]

"EXHIBIT S3."

SEC. 336. In case a Benefit Certificate is lost or beyond a member's control, the member may, in writing, surrender all claim thereto, and direct that a new Certificate be issued to him, payable to the same or a new beneficiary or beneficiaries, in accordance with the Laws of the Order, and be entitled to such new Certificate if, but not until, he shall furnish proof of the facts in the case by an affidavit or otherwise to, and to the complete satisfaction of, the Supreme Secretary, and shall pay the required fee of fifty cents.

SEC. 337. The change of beneficiary, if the new beneficiary is a person who would be a legal bene-

ficiary, shall take effect upon the delivery of the Benefit Certificate, the written surrender and direction for change, as provided in the Laws of the Order, and in case the Certificate is lost or beyond the control of the member the proof thereof, and the payment of the fee of fifty cents, to the Regent, Secretary, Collector or Treasurer of the Council to which the member belongs. If the person designated as a beneficiary by the member in attempting a change of beneficiaries is not a legal beneficiary, and he subsequently corrects his mistake by designating a person who would be such, the change of beneficiaries shall take effect upon the delivery of the Benefit Certificate, the written surrender thereof and direction for the change to such new legal beneficiary and payment to either of said officers of the fee of fifty cents, and in case the certificate is lost or beyond the member's control, the proof thereof and the payment of the fee of fifty cents to the Supreme Secretary.

SEC. 338. The issuing of a new Benefit Certificate, in accordance with the Laws of the Order, shall cancel and render null and void any and all previous certificates issued to a member, but this provision shall not limit or affect any other Law of the Order rendering null and void such previous certificate, nor shall such issuance be a necessary condition precedent to such cancellation.

"EXHIBIT M4."

ROYAL ARCANUM
BENEFIT CERTIFICATE.

No. 104801 $3,000.
[SEAL] Copy

This Certificate is issued to WILLIAM HENRY ALEXANDER, a member of Fairview Council No. 498 Royal Arcanum, located at Fairview, N. J. upon evidence received from said Council that he is a contributor to the WIDOWS AND ORPHANS' BENEFIT FUND of this Order; and upon condition that the statements made by him in his application for membership in said Council, and the statements certified by him to the Medical Examiner, both of which are filed in the Supreme Secretary's office, be made a part of this contract, and upon condition that the said member complies in the future with the laws, rules and regulations now governing the said Council and Fund, or that may hereafter be enacted by the Supreme Council to govern said Council and Fund, and upon condition that the said member, for himself and for any person or persons accepting or acquiring any interest in this Benefit Certificate, agrees that no action at law or in equity shall be brought or maintained on any cause or claim arising out of any membership in the Royal Arcanum or on any Benefit Certificate, unless such action is brought within three years from the time when the right of action accrues. These conditions being complied with, the Supreme Council of the Royal Arcanum hereby promises and binds itself to pay out of its Widows and Orphans' Benefit Fund to

MADELINE ALEXANDER (wife)

a sum not exceeding THREE THOUSAND DOLLARS in accordance with and under the provisions of the laws governing said Fund, upon satisfactory evidence of the death of said member, and upon the surrender of this Certificate, provided that said member is in good standing in this Order at the time of his death, and provided also that this Certificate shall not have been surrendered by said member and another Certificate issued at his request, in accordance with the laws of this Order.

IN WITNESS WHEREOF the Supreme Council of the Royal Arcanum has hereunto affixed its Seal and caused this Certificate to be signed by its Supreme Regent and attested and recorded by its Supreme Secretary at Boston, Mass. this 1st day of June, A. D. 1889

M. LINDSLEY
CLOVIS H. BOWEN
Supreme Regent.

WITNESSED AND DELIVERED IN THE PRESENCE OF EITHER:
CHARLES MERRICK
Regent
or M. S. AYERS
Secretary
of Fair View
Council No. 498 *R.A.*

Attest:
W. O. ROBSON
ALFRED T. TURNER
Supreme Secretary.

I ACCEPT THIS CERTIFICATE
ON THE CONDITIONS NAMED HEREIN.
WILLIAM HENRY ALEXANDER,
(*Signature of Member.*)

"EXHIBIT M5."

ROYAL ARCANUM.

Copy

To the Supreme Council of the Royal Arcanum:—I hereby certify that my Benefit Certificate No. 104801 is not now in my possession, it having been lost, or passed beyond my control as shown by the following facts: (Erase whichever statement is not applicable.) Is not now in my possession is lost and beyond my control and cannot be found.

(State whether lost or destroyed and how or when, or whether in hands of any one who refuses to surrender it. If withheld by any one, give name and address of the person who has it.)

Do not know when it was lost and do not know in whose possession it may be held.

Efforts have been made to recover it, as follows:—I have looked through all my papers but cannot find it.

(If withheld by any one, it must appear that a demand has been made by the member, either personally or by some one in his behalf, for its return, and how and when the last demand was made.)

Said Certificate has not been assigned, either absolutely or by way of security for a debt, by either myself or the beneficiary named therein, or for the purpose of keeping said Certificate in force. I hereby surrender and renounce all claim to said Certificate on behalf of myself, my beneficiary, my family, relatives, and those dependent upon me, and direct that a new Benefit Certificate be issued to

me by the Supreme Council, payable to the following named beneficiary (or beneficiaries):

(A benefit may be made payable to a wife or a blood relative, a father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, or step-children; also to a legally adopted child or adopting parent, an affianced wife, or a person dependent upon the member for maintenance (food, clothing, lodging or education), in which cases evidence satisfactory to the Supreme Secretary must be furnished herewith (see Sections 323-328.)

(IF MORE THAN ONE BENEFICIARY, DESIGNATE SHARE OF EACH BY FRACTIONS OF THE WHOLE AMOUNT, THUS: ONE-HALF, ONE-THIRD, TWO-FIFTHS, THREE-THIRTIETHS, ETC.)

Name of Beneficiary. (Write name or Names in Full.)	Relationship or Dependence.	Age of Beneficiary.	Residence of Beneficiary (Town or City and State or Province.)	Share of Beneficiary.
SIDNEY HERBERT ALEXANDER	MY SON	28 Dec 5th 1912	City of Englewood N. J.	Full

(If relationship by marriage to the beneficiary before named has terminated, state whether by death or divorce and date of termination.)

Fee of fifty cents enclosed. Given under my hand this 31st day of August 1912.

WILLIAM HENRY ALEXANDER

Member will write his name in full.

Address Englewood, N. J.

(This affidavit must be made before a Notary Public, Clerk of Court, Commissioner for Massachusetts or other officer authorized to take affidavits.)

State of New Jersey
County of Bergen } ss.

Personally appeared before me on this 31st day of August 1912 the above named WILLIAM HENRY ALEXANDER known to me to be the person therein represented, and made oath that the statements therein subscribed by him are true.

A. CORNELIUS JR.
Signature of Certifying Officer.

(Seal of
Certifying Officer.)

Title of his office Notary Public
Address Englewood, N. J.

I hereby certify that the above affidavit and direction were delivered to the Secretary of this Council on August 31st 1912 and the fee of fifty cents to the Secretary on August 31st 1912.

(Seal of
Council.)

G. W. WHYARD *Secretary*
of Palisade Council, No. 1135
Located at Englewood State of N. J.

Proof satisfactory to me.

ALFRED T. TURNER.
Supreme Secretary.